



EMPLOYMENT TRIBUNALS

Claimant: Mr T Day

Respondent: Northern Care Alliance NHS Foundation Trust

Heard at: Manchester (by CVP)

On: 11 October 2024

Before: Regional Employment Judge Franey
(sitting alone)

REPRESENTATION:

Claimant: In person

Respondent: Mr A Gibson, Solicitor

JUDGMENT

1. The complaint of breach of contract in relation to notice pay fails and is dismissed.
2. The complaint of unfair dismissal is well-founded and succeeds. The claimant was unfairly dismissed by the respondent on 5 December 2023.
3. All remaining matters as to remedy will be determined at a remedy hearing on 31 January 2025, save that:
 - (a) No basic award is made because it is extinguished by the statutory redundancy payment;
 - (b) There will be no just and equitable reduction to the compensatory award pursuant to **Polkey v AE Dayton Services Ltd [1987] UKHL 8** ("**Polkey**") in the period 6 December 2023 to 28 February 2024; and
 - (c) Any award of loss of earnings in the period after 1 March 2024 will be subject to a reduction (yet to be determined) pursuant to **Polkey**.

REASONS

Introduction

1. On 28 February 2024 the claimant presented a claim form complaining that he had been unfairly dismissed from his position as a Programme Manager with the respondent (“the Trust”) when his fixed term contract expired on 5 December 2023 without any renewal or extension. He complained that it had been a redundancy dismissal with no fair procedure followed and no efforts to find alternative employment. He also maintained that his payment in lieu of notice did not represent his full contractual notice period of 12 weeks.

2. By its response form of 10 April 2024 the respondent defended both complaints. It said that there had been a fair dismissal by reason of redundancy, and that the claimant had had several meetings about it over the summer of 2023, and it maintained that he had been entitled to a contractual notice period of four weeks but had been paid in lieu of notice for six weeks.

3. On 27 August 2024 the claimant applied to amend his claim to raise an issue about the underpayment of his contractual redundancy payment, and to refine his complaint in relation to notice pay.

4. At the outset of the hearing we discussed the issues. The two applications to amend were not pursued. The Trust had made payment of the full amount of the contractual redundancy payment to the claimant the day before this hearing, so that claim had been satisfied. The claimant reserved his position as to a preparation time order. The amendment in relation to the payment in lieu of notice was already within the scope of the breach of contract claim.

5. Where a fixed term contract expires and is not renewed the reason for the dismissal is the reason it is not extended or renewed. At the start of the hearing the claimant confirmed that he accepted that the reason for dismissal was redundancy.

6. We also discussed that I ought to be in a position to make a determination on a **Polkey** deduction as a consequence of the evidence and submissions in the main part of the hearing, but it transpired that there was more information needed in relation to **Polkey** which was not before the Tribunal. Accordingly, it was not possible to deal with **Polkey** in its entirety save only that I was able to decide for reasons set out below that there would be no **Polkey** reduction in relation to loss of earnings and pension compensation between 6 December 2023 and 28 February 2024.

The Issues

7. The List of Issues to be determined was therefore as follows:

1 **Unfair Dismissal (section 94 Employment Rights Act 1996)**

1.1 **As the reason for dismissal was accepted as the potentially fair reason of redundancy, was the decision to dismiss fair or unfair under Section 98(4) ERA? Did the respondent act reasonably in dismissing for that reason? In particular, did the respondent:**

- 1.1.1 Follow the proper procedure when executing the redundancy?
- 1.1.2 Warn and consult the claimant about the proposed redundancy?
- 1.1.3 Adopt a fair basis upon which to select the claimant for redundancy?
- 1.1.4 Consider suitable alternative employment?

The claimant says that the redundancy process was unfair due to the errors in the process followed and a failure to search for suitable alternative employment.

2 Remedy for Unfair Dismissal

- 2.1 If there is a compensatory award, how much should it be? The Tribunal will decide:
 - 2.1.1 What financial losses has the dismissal caused the claimant?
 - 2.1.2 Has the claimant taken reasonable steps to replace lost earnings, for example by looking for another job?
 - 2.1.3 If not, for what period of loss should the claimant be compensated?
 - 2.1.4 Would the claimant have been fairly dismissed in any event, had a fair procedure been followed?
 - 2.1.5 If so, should the claimant's compensation be reduced? By how much?
 - 2.1.6 Did the claimant intend to work for the respondent beyond December 2023? If he did not, should the compensatory award be reduced to reflect this?
 - 2.1.7 Should the contractual element of the redundancy payment (i.e. that over and above the statutory minimum) be offset against the compensatory award?
- 2.2 What basic award is payable to the claimant, if any?
- 2.3 Should the basic award be reduced by the amount of the statutory redundancy payment paid to the claimant (section 122 ERA 1996)?

3 Wrongful dismissal

- 3.1 What was the claimant's notice period?
- 3.2 How much was the claimant paid in lieu of notice? Is any further payment for notice due?

Evidence

8. The claimant gave evidence himself. The Trust called Keith Meldrum, Human Resources Director within Corporate Services, Estates and Facilities. Each of them gave evidence pursuant to a written witness statement.

9. In addition I had a bundle of documents which ran to 287 pages. Any reference to page numbers in these Reasons is a reference to the page numbers from that bundle unless otherwise indicated.

Relevant Legal Framework

Unfair Dismissal

10. The unfair dismissal claim was brought under Part X of the Employment Rights Act 1996.

11. The primary provision is section 98 which, so far as relevant, provides as follows:

- “(1) In determining for the purposes of this Part whether the dismissal of an employee is fair or unfair, it is for the employer to show –
 - (a) the reason (or, if more than one, the principal reason) for the dismissal and
 - (b) that it is either a reason falling within sub-section (2) or some other substantial reason of a kind such as to justify the dismissal of an employee holding the position which the employee held.
- (2) A reason falls within this sub-section if it ... is that the employee was redundant ...
- (3) ...
- (4) Where the employer has fulfilled the requirements of sub-section (1), the determination of the question whether the dismissal is fair or unfair (having regard to the reason shown by the employer) –
 - (a) depends on whether in the circumstances (including the size and administrative resources of the employer’s undertaking) the employer acted reasonably or unreasonably in treating it as a sufficient reason for dismissing the employee, and
 - (b) shall be determined in accordance with equity and the substantial merits of the case”.

12. The proper application of the general test of fairness in section 98(4) has been considered by the Appeal Tribunal and higher courts on many occasions. The Employment Tribunal must not substitute its own decision for that of the employer: the question is rather whether the employer’s conduct fell within the “band of reasonable responses”: **Iceland Frozen Foods Limited v Jones [1982] IRLR 439 (EAT)** as approved by the Court of Appeal in **Post Office v Foley; HSBC Bank PLC v Madden [2000] IRLR 827**.

13. In cases where the respondent has shown that the dismissal was a redundancy dismissal, guidance was given by the Employment Appeal Tribunal in **Williams & Others v Compair Maxam Limited [1982] IRLR 83**. In general terms, employers acting reasonably will seek to act by giving as much warning as possible of impending redundancies to employees so they can take early steps to inform themselves of the relevant facts, consider positive alternative solutions and, if necessary, find alternative employment in the undertaking or elsewhere. The employer will consult about the best means by which the desired management result

can be achieved fairly, and the employer will seek to see whether, instead of dismissing an employee, he could offer him alternative employment. A reasonable employer will depart from these principles only where there is good reason to do so.

Breach of Contract

14. The Tribunal has jurisdiction over breach of contract claims by virtue of Article 3 of the Employment Tribunals (England and Wales) Extension of Jurisdiction Order 1994. The core principle by which a contractual term should be interpreted was set out by Lord Hoffman in **Investors Compensation Scheme Ltd v West Bromwich Building Society [1998] 1 WLR 891** as follows:

“Interpretation is the ascertainment of the meaning which the document would convey to a reasonable person having all the background knowledge which would reasonably have been available to the parties in the situation in which they were at the time of the contract.”

Findings of Fact

15. This section of the reasons sets out the facts on which my decision was based. The primary facts were not in dispute save in relation to one matter which I will resolve in my conclusions.

Background

16. The respondent is an NHS Trust with thousands of employees and a dedicated Human Resources function. It has a number of different sites in the Greater Manchester area.

17. The claimant was employed with effect from 6 December 2021 as a Band 8A Programme Manager engaged on a programme known as SPACE. It was looking at the management of space within the estate and the implementation of agile working strategies. It was a temporary programme with funding for a limited period ending on 31 March 2024.

18. The organisational diagram for the SPACE programme on page 250 showed that the claimant reported to the Senior Programme Manager at Band 8D, Alison Cramer, who was due to go on maternity leave in January 2024. The Band 6 Utilisation Project Manager was also on a fixed term contract but started maternity leave in October 2023. There was a Band 5 Digital Team lead and some Band 2 supporting roles.

Contract and Policies

19. The written statement of the main terms of the claimant’s employment appeared at pages 56-66. It showed that he was on a fixed term appointment ending on 5 December 2022. In August 2022 that end date was later extended by 12 months to 5 December 2023, although the claimant maintains he was never given written confirmation of that.

20. The contract contained a clause about notice periods and set out the minimum notice periods which will be given for termination of someone in Band 8. There were three relevant headings and the material parts were as follows:

Band	Notice Period	Notice period for temporary staff
Band 8-9	12 weeks	Four weeks

21. The contract also contained a clause entitling the respondent to make a payment in lieu of notice.

22. The Trust had a Fixed Term Contract Policy which appeared at pages 150-164. The section about termination appeared at page 154. The relevant parts were as follows:

“Failure to renew a fixed term contract at the end of the fixed term period may be deemed to be a dismissal by law. To demonstrate that the dismissal was fair, it must be shown that it was reasonable not to renew the contract and that the appropriate dismissal procedure was followed, otherwise the dismissal will be automatically unfair.

The manager must write to the employee inviting them to a meeting at which they will be formally notified of the termination of their contract, in accordance with the employee’s terms and conditions (see page 7 regarding notice periods for employees on fixed term contracts).

For fixed term contracts of 12 months/more, the meeting should be held approximately 12 weeks prior to the expiration of the fixed term period; as a minimum requirement in all fixed term contracts, the meeting should be held no later than the number of weeks equivalent to the contractual notice period before the expiration date...

Employees who have more than two years’ service with the NHS (at the point the fixed term contract expires) will be placed at risk prior to the expiry of their contract.”

23. The policy went on to deal with the obligation to find suitable alternative employment, and in a passage on page 157 set out locally agreed minimum periods of notice which provided for a six week notice period for a person in Band 8A.

August – October 2023

24. During August and September 2023 there were some discussions about the future because the claimant was aware both that his own contract terminated on 5 December 2023 and that funding for the SPACE programme was only to the end of March 2024. However, there was a conflict in the evidence. A timeline document prepared by Ms Cramer at page 97 asserted that during that period the claimant was directed to the intranet page with the fixed term contract policy, and that there was a prospect that his contract would be ended with a formal notice period in accordance with that policy. In contrast the evidence of the claimant was that he was not told that a 12 month renewal of his contract would not be possible at any stage until 18 October 2023. I will resolve that factual dispute in my conclusions.

Vacancy Control Panel Process

25. A few days before that the Trust had introduced a new process by means of an email at page 283 which went to all senior managers including the claimant. This was a response to what Mr Meldrum described in his witness statement as substantial financial difficulties.

26. It introduced a pay and discretionary spend guide which meant that any decisions on recruitment, including extensions to fixed term contracts, would need to be approved by a Vacancy Control Panel (“VCP”).

27. On 18 October the claimant was told by Ms Cramer that she would attempt to arrange a renewal of his contract until the end of the financial year, without going through the VCP, but he did not believe that this would be possible based on what he had read in the email. He thought that would have go through the VCP like anyone else.

28. The claimant was on leave between 12 October and 5 November 2023. Whilst he was off the case was submitted to the VCP for an extension for him. Ms Cramer’s email appeared at page 249, and it attached a short document by way of an executive summary. It proposed extending the claimant's contract for three months until the end of February 2024 to cover his notice period. That would also allow handover to someone else who was going to cover maternity leave.

November 2023

29. On his return to work on 6 November the claimant was told that the request for his extension had gone to the VCP. That was done in a team meeting with other more junior members of the team present. The claimant realised then that his role was at risk, and he felt embarrassed that it had been discussed in front of others. There was only four weeks to go before his contract was due to end.

30. Having consulted his union, the claimant filed a grievance on 10 November (pages 76-80). He had seen the fixed term contract policy and pointed out that he had not had 12 weeks’ notice or the benefit of any of the procedures it envisaged. He said he was not inclined to agree to a proposed short renewal to 31 March as it was “on lesser terms” than the one year contract he was still employed under. His grievance said that “given these circumstances” he was seeking a review and rectification of the situation and set out a range of payments that he thought would be appropriate upon termination.

31. Ms Robins, the Head of Business and Asset Management, emailed Mr Meldrum about the grievance on 12 November (page 81). She asserted that the VCP had been “a formality” to get the contract extended to the end of March, by which point they hoped to have an outcome for the business case about SPACE funding being extended. She said that had there been a formal meeting in September the outcome would have been that the contract of employment ended on 5 December, but instead they had taken an approach of keeping him informed and being flexible, with a view to giving three months’ notice once the position was clear. In effect she was saying that the plan was to extend the contract to the end of March 2024 at the latest.

32. Mr Meldrum replied to the grievance on 22 November 2023 (pages 83-84). He said he did not think it was really a grievance because what was being sought was a settlement figure, but he responded in any event to the specific points that the claimant had raised. He confirmed that the claimant had not been placed at risk and given notice of redundancy, and that any short extension would be on the same terms and no less favourable than the current terms.

33. Faced with the fact that his contract was coming to an end on 5 December, the claimant took some accrued leave. There was a further exchange of emails with Ms Robins on 23 November (pages 92-93). She confirmed that the request for an extension to the end of March was with the VCP, and that some queries had been raised about the SPACE programme.

34. On 30 November the claimant submitted a revised grievance (pages 107-108). The desired resolution in this version of the grievance was not terms for leaving upon termination of employment, but rather on the basis that his employment would continue.

December 2023

35. On 1 December (page 100) the claimant emailed Mr Meldrum to confirm that he wanted to pursue the grievance. He pointed out that he should have been put at risk and that the meeting required by the policy should have taken place between 12 September and 24 October at the latest.

36. On 5 December 2023 the claimant came into work and returned his ID badge and laptop. There had been no confirmation of the renewal of his contract, and he was still showing as leaving that day on the electronic employee record system.

37. The claimant had a meeting with Mr Meldrum two days later on 7 December. He was told that the VCP had not approved the extension, but Mr Meldrum mentioned an extension in any event to the end of January to allow for a nine week notice period. The claimant gave Mr Meldrum a copy of his statement of terms and conditions at that meeting.

38. The meeting was followed up by email the next day at pages 110-112. Mr Meldrum apologised for the fact the Trust had not followed its own policy. He confirmed that the claimant was redundant and could leave on that basis immediately if he wished and would be paid his redundancy entitlements by the end of December. However, he confirmed that the offer to remain in post until the end of January still stood, and his email went on to set out how that would work. It confirmed his view that the contractual notice period was four weeks, but that six weeks would be provided as per the policy. During that notice period the Trust would look for suitable alternative employment for the claimant, but Mr Meldrum was not confident that would be successful..

39. The claimant responded on 9 December (pages 113-118). He said that the option of him not returning to work was best for all involved. He pointed out that his employment had already ended on 5 December because the contract had not been extended. He said the fact that the meeting had taken place two days after the end of his contract had been to the benefit of no-one. He reiterated his position on notice periods, saying that he did not regard himself as "temporary staff". He set out some more details about how he calculated his financial entitlement upon termination.

40. The termination payments were made to the claimant at the end of December.

Submissions

41. At the end of the evidence each side made a brief oral submission.

Claimant's Submission

42. The claimant submitted that he was entitled to 12 weeks' notice because he was not "temporary staff". He relied upon an undated advert at page 285 and upon what he said was the use of that term to refer to "bank" and "casual" staff, not people on fixed term contracts. He pointed out that the managers had assumed it was a three month notice period.

43. On the question of unfair dismissal, the claimant emphasised that he should have been warned and placed at risk by 12 September if the respondent was going to follow its own policy. He submitted that he had lost the opportunity to consider alternative employment.

Respondent's Submission

44. On behalf of the respondent Mr Gibson submitted that the contractual notice period was plainly four weeks, because any member of staff not on a permanent (i.e. indefinite) contract must by definition be temporary. Misunderstanding by managers or a more generous recommendation in a policy, or a sentence in an advert, could not alter the terms of the contract.

45. On the question of unfairness, he recognised that the Trust had not followed the procedure in the fixed term contract and pointed out that Mr Meldrum had apologised for this. This was because they had been doing their best to get an extension to the contract and did not want it to end. He accepted that there might be a risk of unfairness, but emphasised that the claimant had decided not to accept an extension to the end of January which would have enabled a search for alternative employment to have been carried out. The chances of there being a suitable role found in that period were very small, as Mr Meldrum and the claimant had discussed at the time.

Discussion and Conclusions – Breach of Contract

46. Neither side argued that the fixed term contract policy became contractual, so the issue was simply a question of interpretation of the contract as recorded in writing in the section 1 statement issued in November 2021 (page 56).

47. The notice clause provided a default position for staff at Band 8 and above of 12 weeks but a period of four weeks for "temporary staff". I applied the legal test from the **Investors Compensation Scheme** case, which is to ascertain the meaning which the document would convey to a reasonable person having all the information and background knowledge reasonably available to the parties in the situation they were in at the time the contract was formed back in 2021.

48. For the respondent Mr Gibson said that any contract which is not permanent by definition must be a temporary contract, and because this was a fixed term contract with an end date the notice period was that applicable to temporary staff.

49. The claimant disagreed with that and raised three arguments:

- (1) He said that in the NHS in his experience "temporary" is taken to be referring to "bank" and "casual" staff, not employees who are on fixed term contracts;

- (2) He said that the managers (and in particular his two immediate line managers) thought that his notice period was three months, as did he, so it must be reasonable to read the contract that way; and
- (3) He pointed out that the respondent itself in an advert at page 285 had said that there are three categories of employment – permanent, fixed term and temporary.

50. In response Mr Gibson argued that any understanding of “casual” or “bank” staff as being temporary staff cannot override what is in the contract, and in any event cannot be what is meant in this contract because those workers do not have any direct contractual relationship with the respondent and are not employees of it, being provided by a third party agency. The statement of terms of employment could not be referring to such staff. On the second point he suggested that a misunderstanding by managers cannot change the meaning of the written document, and he suggested the same in relation to the job advert which was issued some time later.

51. In my judgment the respondent was correct in its contention that the natural meaning of “temporary” included someone on a fixed term contract where there is an end date specified by the contract. I was satisfied that a reasonable person having the knowledge available at the time this contract was entered into would have reached that conclusion too.

52. I accepted that as a matter of fact the word “temporary” was also used to refer to “casual” and “bank” staff, but that did not override the terms of this written contract, and nor did any misunderstanding by managers to the contrary. In my judgment as a matter of interpretation of the contract the claimant was only contractually entitled to a four week notice period and therefore the complaint of breach of contract in that respect failed and was dismissed.

Discussion and Conclusions – Unfair Dismissal

53. It was not in dispute that the reason for non-renewal of the contract was redundancy as defined in section 139 of the Employment Rights Act 1996. Redundancy arises where, amongst other things, the employer expects that the requirements for employees to carry out work of a particular kind will cease or diminish. In this case as things stood the funding in place for the SPACE programme was due to end in March 2024, meaning the requirement for employees to carry out that work was expected to cease.

54. I considered fairness under section 98(4) of the Employment Rights Act 1996, and whether what this employer did fell within the band of reasonable responses in all the circumstances.

Redundancy Selection

55. It was convenient to deal firstly with the point about selection for redundancy. The organisational diagram on page 250 showed that the Senior Programme Manager at Band 8D was going on maternity leave in January 2024. There were two agency workers, and one person seconded in. The only other person on a fixed term contract was the Band 6 Project Manager who had been on maternity leave in any event from October 2023. As the programme was due to end in March 2024 it

was within the band of reasonable responses not to place the claimant in a selection pool with other employees on the SPACE programme when his fixed term contract was coming to an end.

Procedure, Warnings and Consultation, and Alternative Employment

56. It was convenient to take these points together. The expiry of a fixed term contract is a dismissal under section 95 of the Employment Rights Act 1996, on a date by definition known well in advance, but the real issue when a fixed term contract expires is whether it will be extended or renewed. The Fixed Term Contract Policy very sensibly provided for a meeting 12 weeks in advance of the termination date, or at the bare minimum at least more than the contractual notice period before it. In this case the 12 week period came around 12 September 2023.

57. There was a dispute of primary fact in this case to the extent that the timeline document produced by Ms Cramer at page 97 conflicted with the claimant's account of what had been discussed. I heard evidence on affirmation from the claimant but not from Ms Cramer. The timeline may well have been done retrospectively in November 2023. As the claimant gave oral evidence I preferred his account over what appeared in the document. I therefore found as a fact that the claimant was not told that there was any risk that of the contract not being extended until the discussion on 18 October 2023.

58. I accepted that the managers had not initiated the fixed term contract procedure any earlier out of good intentions, since they wanted to get the programme extended and the claimant's contract extended, but that proved to be a vain hope. That was unfair because an employer acting within the band of reasonable responses, aware in August or early September of the financial constraints, would have complied with its own policy and started those discussions at the latest by 12 September 2023. The effect of that failure to act in the band of reasonable responses was that the claimant believed that his employment would not actually be ending in early December right through until mid-October 2023.

59. It was also outside the band of reasonable responses that there was no formal meeting about this under the policy until after the contract had ended. I took into account that the claimant's leave arrangements meant that he was not there for some of the period in late October and early November, but that of course was a consequence of the fact that it was only in mid-October that he was informed that he might not be staying after all. The procedure envisaged in the fixed term contract policy at page 154 had not even begun by the time the dismissal took effect on 5 December.

60. As a consequence this dismissal was unfair both procedurally and because the failure to proceed on the basis the claimant was at risk meant that there were no efforts to find alternative employment for the claimant during August, September and early October 2023, even though managers knew or ought reasonably to have known that he was at risk of redundancy.

Remedy for Unfair Dismissal

Basic Award

61. I made no basic award in this case because it is extinguished by the statutory redundancy payment.

Compensatory Award

62. I heard evidence and submissions on the **Polkey** aspect of remedy, namely whether it would be just and equitable to limit the compensatory award for a particular period or reduce it by a percentage.

63. Mr Gibson relied heavily on the fact that the Trust's managers made the offer on 7 December, confirmed by email of 8 December, to extend the claimant's contract to the end of January to enable him to serve out his contractual notice period and to provide a period during which efforts could be made to look for alternative employment. The claimant rejected that for three reasons in combination:

- (1) He did not think they had the power to do that without going through the VCP, particularly where his contract had already ended by that stage;
- (2) He concluded for personal reasons that it would be better to have the money in the form of a payment in lieu of notice because that would still leave him with time to search for other work. and
- (3) He had been told by Mr Meldrum that there was very little chance of any alternative employment being found, so it seemed a vain hope.

64. The first reason was a misapprehension. I accepted Mr Meldrum's evidence that he did have power with the managers to extend a contract to cover the notice period without going through the VCP, even though I also accepted the claimant's evidence that he did not believe this. As a matter of law, there was no obstacle to an agreed extension being retrospective, so it was entirely open to the parties to reach agreement on 8 December that employment would be treated as continuing on 6, 7 and 8 December and thereafter to a further date at the end of January 2024.

65. As to the second reason, this redundancy dismissal came at a particularly bad time for the claimant with a young family for whom he was the sole earner, so it was reasonable for him to think that he was better off with the payment in lieu of notice and time to look for other work rather than having to carry on with his job into the New Year.

66. The third reason turned on a central point. The claimant acted reasonably in thinking that there was little chance of finding a suitable alternative for him if he did stay on until the end of January. He had been told that.

67. I considered what would have happened if the respondent had acted fairly. I concluded there should be no **Polkey** reduction in relation to the period of loss ending on 28 February 2024. If the meeting on 7 December had been the start of the 12 week process which the respondent should reasonably have undertaken under its policy, it would have taken the claimant to the end of February whilst

working out any notice period. There was still work to do as the SPACE programme had not ended. At that point the claimant would then have had his contract terminated and received his contractual redundancy payment. I am satisfied that in principle I should award the claimant his loss of earnings and pension in the period between 6 December 2023 and 28 February 2024, but reducing that figure by the amount he received by way of payment in lieu of notice in that period.

68. From 1 March 2024 any award for loss of earnings and pension loss will be reduced not only by earnings from alternative employment but also by a **Polkey** reduction to reflect the chances that alternative employment would have been found for him which would have maintained his employment after 1 March. I cannot put a figure on the **Polkey** reduction in this period without the further disclosure of documents mentioned in submissions but not yet available, being the vacancy list within the respondent from 12 September 2023 onwards, and a protocol involving the NHS and public bodies in Greater Manchester about redeployment between organisations. Case management orders to that effect have been made separately. A significant reduction seems likely but that will be decided at a remedy hearing unless the parties reach agreement.

Regional Employment Judge Franey
8 November 2024

JUDGMENT AND REASONS SENT TO THE PARTIES ON
12 November 2024

FOR THE TRIBUNAL OFFICE

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<https://www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/>