

## Chelsea Brooke-Ward successfully represents Respondent in Unfair Dismissal Case

The Claimant was an FPN Ticketing Officer. His employer were subcontractors on behalf of a local City Council. Miss Brooke-Ward appeared on behalf of the employer.

The Claimant brought a claim for Unfair Dismissal following the termination of his contract on grounds of Redundancy. The Claimant averred that Redundancy was not the genuine reason for the dismissal, as although he agreed there was no intention to renew the contract with the City Council for which he worked under at the time notice was given to him, his employer ultimately did then renew the contract before the expiry of his notice period, thereby there was no “ceasing” of the type of work he carried out. In fact, he argued that further employees were taken on after he was dismissed to carry out his role.

The Claimant further argued that the dismissal was procedurally was unfair. It was submitted that he received 2 telephone calls, no face to face meetings and only 1 job offer some 50 miles away from his original post and argued that there was no meaningful consultation.

The Respondent argued that whilst they did renew the contract, the renewal came after notice was given to the Claimant. Miss Brooke-Ward argued that the Tribunal should consider the date on which the notice was given, and the Tribunal should look at the facts and circumstances at the time of the notice and not subsequently. In any event the Respondent argued “some other substantial reason” as being a fair reason for the dismissal that being “third party pressure”. It was suggested that earlier in the year there was an incident indirectly involved the Claimant, which he admitted, and due to this the Council wished to change the image and address the embarrassment caused by such incident and requested “new staff on the ground”. The Respondents argued that although the contract was renewed there was third party pressure to employ new staff and therefore the Claimant’s position remained unchanged.

In relation to the procedure the Respondent accepted that they had used telephone as a method of consultation due to the geographical location of the employer and the resources available to them at the time and submitted that in the circumstances such method was reasonable.

After giving an indication before submissions the judge initially took the view that there was not a genuine redundancy situation. Following submissions and an hours deliberation the judge found that there was a genuine redundancy, as at the time of the dismissal there was no intention to renew the contract and it was at that particular time she needed to consider and the judge found in favour of the Respondent and dismissed the Claimants claim. The judge found that the procedure was fair, stating:

“In this day and age there are many ways of communication such as phone, skype, text and email and the substance not the source which counts for a meaningful consultation”.

If you would like to book Chelsea, please contact her clerks:

[Francine Kirk](#) on [0113 202 8605](#)

[Talia Webster](#) on [0113 213 5207](#)

[Patrick Urbina](#) on [0113 213 5250](#)