



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr J Medrysa

**Respondent:** London Borough of Tower Hamlets

## JUDGMENT

The Claimant's contention that the

“Respondent's breach to follow the particulars of the GLPC (Greater London Provincial Council) agreement between themselves and their recognized trade unions (in 2010/2011?), leading to abandonment of having the Debt Recovery Officer's Job description (i.e the Claimant's job role) evaluated in line with the provisions of their own procedure called 'Job Evaluation Procedure 2009.' As a result, the Claimant's JD was never evaluated by eth authorized Trade Union Officer as required by the relevant procedure”

amounts to a breach of contract, or contributed to a fundamental breach of contract is struck out.

## REASONS

1. Having considered the respective submissions of the parties I am satisfied that there is no reasonable prospect of the claimant succeeding in his argument [paragraph 3 of the document attached to the claim form] that failure to follow the particulars of the Greater London Provincial Council agreement with the recognised trade unions in respect of carrying out a job evaluation of the Debt Recovery Officer's job description, amounts to a breach of contract or was conduct capable of contributing to a fundamental breach of contract. I am satisfied that there is no reasonable prospect of succeeding in persuading the Tribunal that the Respondent was contractually obliged to follow the GLPC procedure. Further If there was any failure to follow the agreed job evaluation procedure, on the Claimant's case it took place prior to the Claimant commencing his employment: whilst it may have had ongoing consequences there is no reasonable prospect of the Claimant establishing that it was an ongoing breach. I am satisfied that the Claimant has no reasonable prospect of arguing that requiring him to work to the job description and grade he accepted at the commencement of his employment amounts to a breach of his contract.

2. I consider that allowing the Claimant to pursue this matter will add disproportionately and unnecessarily to the preparation for the hearing, the time allocation and the number of documents the tribunal has to consider and in the circumstances it would not be in accordance with the overriding objective to allow this contention to proceed to a final hearing.

3. The claimant's remaining contentions in his constructive unfair dismissal claim remain and will proceed to hearing in due course, subject to the payment of any deposits as required by separate deposit orders.

**Employment Judge Lewis**

**30 September 2021**