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SHAPING NEW DEVELOPMENTS INTO SOLUTION-FOCUSED ANSWERS FOR EMPLOYERS

AI generated grievances: How far can you push back on AI-generated grievances that are excessive, misguided or simply wrong — without hampering the investigation or hearing?

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Introduction

1. Workplace grievances have long been a significant, but largely disruptive and ineffectual, feature of employment relations. AI has only served to exacerbate that. How did it come to this?
2. As described by ACAS, grievances are “*concerns, problems or complaints that employees raise with their employers*”.¹ No matter the size of the workforce, all employers need to be prepared to deal fairly and lawfully with grievances raised by their employees.
3. For an ill-fated four-year period, the manner of addressing grievances was mandated in statutory grievance procedures. Since then, these have been replaced with the process of mandatory ACAS conciliation prior to instituting Employment Tribunal proceedings, alongside the ACAS Code of Practice on Disciplinary and Grievance Procedures (the **ACAS Code**) and the associated consequences for unreasonable failures to comply.
4. The management of grievances themselves is not specifically regulated by law, and a broad degree of autonomy is afforded to employers in the way they manage such complaints. However, failure to deal with a grievance properly can expose employers to liability for discrimination, breaches of related duties, whistleblowing detriment and unfair dismissal (including automatically unfair and/or constructive dismissal). In certain circumstances, there could be regulatory consequences e.g. a financial services firm that failed to deal with a complaint of non-financial misconduct could face a sanction by the FCA or PRA. Furthermore, they can result in uplifts of up to 25% in compensation for successful claims for detriment and constructive dismissal.
5. With the advent of artificial intelligence (**AI**) and its widespread adoption in employees’ work and personal lives, it is no surprise that employees are increasingly turning to AI tools to assist them in bringing workplace complaints. According to a report by People Management, 95% of respondents to a survey conducted by The HR Dept reported experiencing employees using AI to raise a grievance or navigate the dispute process.² When used properly, AI can no doubt be a valuable tool to help employees articulate their concerns to their employer. But, in reality, grievances drafted by AI are often exaggerated, lengthy and can over-complicate otherwise straightforward employment disputes. This can put a significant strain on employers’ HR departments and managers, with no corresponding benefit for the employee concerned.

¹ Code of Practice on disciplinary and grievance procedures, Acas

² <https://www.peoplemanagement.co.uk/article/1949582/ai-assisted-grievances-pile-pressure-people-teams-survey-finds> - 25 February 2026

6. When faced with such a grievance, it is therefore natural for an employer to ask how far they can push back, and indeed whether they have to deal with the grievance at all.
7. In this paper, I will firstly cover the law relating to grievances and the reasons why an employer is expected to (or may wish to) hear them. I will then turn to the use of AI and the problems it can cause in grievances. To conclude, I will consider the options available to an employer on receipt of an AI-drafted grievance, ranging from the radical choice not to hear it at all (and the risks that come with that) to the potential ways to manage the grievance and the employee's expectations.

Why do employees raise grievances, and why would an employer hear them?

8. From the viewpoint of the employee, raising a grievance will (in an ideal world) be a genuine attempt to bring their employer's attention to a workplace issue that they wish to resolve, with the intention of finding a solution and moving on. From the employer's perspective, in a similar vein they would ideally hear an employee's grievance because they are genuinely receptive to the views of their workforce and take an active interest in resolving any issues that matter to them.
9. However, the reality is that whilst some grievances will be raised for these reasons and resolved with all parties acting in good faith, the type more commonly seen by (and of greater concern to) legal and HR professionals are grievances raised either tactically as part of a wider dispute and/or mechanically for the sole or at least primary purpose of avoiding a reduction in compensation by up to 25%. Ultimately, many employers end up hearing grievances in a similarly tactical and/or mechanical manner for the purpose of risk management, typically to help strengthen their position for future litigation. This is even more likely to be the case where the employer suspects that the grievance is being raised to strengthen the employee's own litigation position.
10. Even when intentions are pure at the outset, a poorly handled grievance can mean that an employer ends up in litigation that could otherwise have been avoided.
11. It is therefore important that we first consider the law relating to the employer's obligations to hear a grievance and the potential consequences for failing to do so.

Statutory ACAS Code and Uplift to Compensation

12. The ACAS Code sets out basic requirements for employers hearing a grievance, including investigating the allegations, holding a meeting with the employee, keeping written records and informing the employee of their outcome and their right to appeal.
13. Under the ACAS Code and Section 207A Trade Union and Labour Relations (Consolidation) Act 1992 (**TULRCA**), an employer who unreasonably does not comply with the ACAS Code may see any compensation awarded to the employee uplifted by up to 25%. Compensation may equally be reduced if it is the employee who unreasonably fails to comply.
14. Clearly, a refusal to hear a grievance altogether is likely to amount to a failing on the employer's part to comply with the ACAS Code, as well as being most likely to attract the maximum possible uplift as a result. Aside from this, more minor procedural failures or flaws in the investigation process that don't affect the overall result, may be considered minor breaches of the Code warranting smaller uplifts.

Legal Obligation

Breach of Contractual Terms

15. There is no statutory mechanism specifically governing dispute resolution during employment (outside of a disciplinary or dismissal process). The sole requirement is now under Section 3 of the Employment Rights Act 1996 (**ERA 1996**), which requires the employer to specify a person to whom an employee can apply for the purpose of resolving a grievance and how such application should be made (and we might extrapolate from this that the employer is, in turn, expected to hear such applications when they are made).
16. In the absence of anything to the contrary, any legal obligation to actually hear an employee's grievance must therefore stem from the contractual relationship between the parties.
17. It is of course possible that an employee's contract may contain an express right to have their grievances heard, and/or a specific procedure that their employer is required to follow. In practice this is likely to be very rare, as this level of detail is not required under the ERA 1996 (except as set out above), and employers are unlikely willingly to place such onerous terms in their contract and would be unwise to do so.
18. The key question for employers is therefore whether they are obliged to hear a grievance in order to avoid breaching any *implied* term in the employee's contract and what are the legal consequences if they do.
19. The leading case on this matter is WA Goold (Pearmak) Ltd v McConnell and another,³ in which two employees raised a complaint to their manager regarding their take-home pay, and requested to speak to the company Chairman. They were obstructed from doing so by their manager, and after a short period of dispute they both resigned and claimed that they had been constructively dismissed. The Employment Appeal Tribunal (**EAT**) considered that there had been a breach of the employees' contracts on the following basis:
 - a. Section 3(1) of the Employment Protection (Consolidation) Act 1978 (now repealed and replaced with the parallel provision described at paragraph 15 above) required the employee's written statement of particulars to include "*a note specifying by description or otherwise to whom and in what manner the employee may apply, either if he is dissatisfied with any disciplinary decision or if has any other grievance, and an explanation of any further steps in the grievance procedure*".⁴ The EAT considered it clear from this that Parliament considered good industrial relations to require employers to provide employees with a method of dealing with grievances in a proper and timely manner. This was consistent with the Codes of Practice in place at the time.
 - b. There was equally an implied term in the employment contract that employers would "*reasonably and promptly afford a reasonable opportunity to their employees to obtain redress of any grievance they may have*".
 - c. The right to obtain redress against a grievance was "*fundamental*"; employees may well experience difficulties in the workplace whether because of physical conditions or a breakdown in human relationships. As a result, there is a need for employers to

³ [1995] IRLR 516

⁴ [1995] IRLR 516

provide a “*specific mechanism whereby a genuine sense of grievance can be ventilated and redressed*”.

20. Through Goold, it has therefore been established that an employer’s failure to hear a grievance may constitute a breach of an implied term of the employment contract to provide redress for grievances. As a result, an employee may elect to treat the contract as being terminated and themselves as being constructively dismissed. This obligation will arise only once the employee communicates the grievance to the employer.⁵
21. Whether an employee will be justified in treating such a breach as repudiatory will depend on the facts of the case and be a matter of degree. For example:
 - a. In Sawar v SKF (UK) Ltd,⁶ the EAT considered that the Employment Tribunal had been entitled to find that poor handling of a grievance did not amount to a repudiatory breach, and that it had therefore been correct to dismiss an employee’s claim for constructive dismissal. The failures in this case had included failing to explain why an appeal had been rejected and disclosing the existence and essence of the grievance to the employee’s colleagues.
 - b. In A v Clyde Bergemann Materials Handling Ltd,⁷ the Employment Tribunal found that the employer’s failure to investigate a grievance properly and take active steps to protect an employee amounted to a repudiatory breach, in circumstances where the employee alleged that she had been raped by a colleague and experienced workplace harassment.
 - c. In Hamilton v Tandberg Television Ltd,⁸ the EAT considered that the approach in Goold had been ‘radical’ and based on a situation where there was no grievance procedure available to the employees and the employer had failed to deal at all with legitimate employee grievances. In this case, there had been a procedure which was implemented promptly and included an appeal; the criticism was instead of the quality of the process and investigation. This criticism was rejected by the Employment Tribunal and later the EAT, who concluded that none of the statements made by the EAT in Goold applied in this case, and that the employer’s response had been within the band of reasonable responses when conducting an investigation.⁹
22. Note that even if there has not been a failure on the employer’s part to uphold their duty to offer redress for a grievance (for instance if there has been some attempt to investigate as in Hamilton), case law has established that there could alternatively be a breach of the implied term of mutual trust and confidence:
 - a. In Blackburn v Aldi Stores Ltd,¹⁰ the EAT found that failing to adhere to the employer’s grievance procedure was capable of amounting to, or contributing to, a breach of the implied term of trust and confidence. The Employment Tribunal had neglected to

⁵ Sweetin v Coral Racing [2006] IRLR 252, EAT

⁶ UKEAT/0355/09

⁷ ET/1800276/16

⁸ UKEAT/65/02

⁹ See note at paragraph 23 below regarding the applicability of the band of reasonable responses test to breach of implied terms.

¹⁰ [2013] ICR D37, EAT

determine against the established test in Malik v Bank of Credit and Commerce International SA (In Liquidation)¹¹ whether this had been the case. Whether a failure amounted to a breach was a matter for the Employment Tribunal to determine in each case. The EAT noted that breaches of grievance procedure came in “*all shapes and sizes*”, ranging from a failure to adhere to a short timetable (which may not necessarily be or contribute to a breach) to a wholesale failure to respond to a grievance (in which case it is “*not difficult to see that*” this may amount to or contribute to a breach). The right to appeal, which had not been offered in this case, was a significant feature of the procedure and the ACAS Code and the matter was remitted to the Employment Tribunal for reconsideration.

- b. In Nicholson v Hazel House Nursing Home Ltd,¹² an employee raised a grievance over reduced shift patterns that took her below the threshold for statutory maternity pay, including a complaint about a manager. The grievance was assigned to that manager to investigate and it was dismissed without a meeting. The EAT found that the Employment Tribunal had failed to consider key matters relating to whether this failure had been a breach of trust and confidence, namely the fact that the reduced shifts had been found to be an act of discrimination and the fact that the employee had been significantly underpaid. The fact that the employee had not appealed the outcome and had not referred to the grievance in her resignation, were not relevant to the question of constructive dismissal. Against this background, the EAT concluded that: “*it would not have been open to any tribunal properly directing itself in law to hold that the respondent had not repudiated the contract, whether the grievance decision was a repudiation by itself or the last straw in a series of acts calculated to undermine the relationship of trust and confidence. Nor would it be open to a tribunal to find that the employee had not resigned in response to a repudiation or a last straw*”.
- c. In Odume v Princess Alexandra Hospital NHS Trust,¹³ a delay of over a month before acknowledging a grievance relating to bullying and harassment constituted a breach of the implied term of trust and confidence. Whilst the employer’s procedure contained timelines that were acknowledged to be unrealistic, they had a practice of not dealing with complaints in a timely fashion.
- d. In Senesie v Cygnet Healthcare Ltd,¹⁴ the employer’s failure to keep an employee updated about the investigation of their colleague, or acknowledge that they had raised the concerns about the colleague as a grievance, was a breach of the implied term of mutual trust and confidence entitling them to resign.

23. When considering whether there has been a breach of the implied term of mutual trust and confidence, case law has confirmed that the test will not be whether the employer’s actions were reasonable. As a result, the test is different to that of whether the dismissal is unfair, and the law will not look at what a reasonable employer would have done. Instead, the EAT

¹¹ [1998] A.C. 20

¹² UKEAT/0241/15

¹³ ET/3200129/15

¹⁴ ET/2301078/16

has confirmed in Price v Revenue and Customs Commissioners,¹⁵ that the test is whether the conduct was calculated or likely to destroy or seriously damage the relationship between the parties. The EAT also reached this conclusion in Sheffield Black Drugs Service v Nagi,¹⁶ confirming that the 'band of reasonable responses' test does not apply. Nevertheless, in this case, the fact that the Employment Tribunal had concluded that conduct had fallen outside of that band in effect amounted to a decision that the employer had no reasonable and proper cause for acting as it did, meaning that the conclusion that there had been a breach of trust and confidence was correct.

24. Equally, failing to address a matter raised in a grievance could lead to breach of other implied contractual terms between employer and employee. For instance, in Waltons & Morse v Dorrington,¹⁷ the EAT concluded with reliance on Goold that there was an implied term that the employer would provide and monitor a working environment which was reasonably suitable for the performance of contractual duties. The employee had raised numerous concerns about smoking in the workplace, and it would have been reasonably practicable to ban smoking in the building in order to provide a suitable working environment; the employee's resignation in response to this breach was therefore a constructive dismissal.
25. Taking the above cases together, the central question can perhaps best be thought of as whether there has truly been a substantive failure to hear the grievance and offer redress, depriving the employee of this 'fundamental' right as described in Goold, or conversely whether there has been an attempt by the employer at addressing the grievance which (however flawed) falls short of being such a failure. In the latter case, the flaws in the grievance process may not amount to a deprivation of the right to have grievances heard (as in Goold) but may nevertheless breach another implied term such as that of trust and confidence.
26. If a repudiatory breach is found, an employer cannot cure this through their conduct after the event (including a grievance appeal).¹⁸
27. All of that said, if the main driver for hearing grievances fulsomely (which is far from a cost-free exercise) is avoiding constructive dismissal claims, there is a balancing exercise to be struck. In reality, resigning and claiming constructive dismissal without having a job to go to is a luxury that few employees can afford. Further, if they do have a new job, then a constructive dismissal claim (which is always a difficult case to advance) will both have got harder and lower value at the same time. The reality is that if someone raising a lengthy AI-generated grievance resigns and claims constructive dismissal, many employers may regard that as, at worst, the lesser of two evils.

Discrimination and Whistleblowing

28. In addition to breaching any contractual terms, an employer's failure to hear a grievance (or inadequate process in doing so) may also expose them to liability for discrimination,

¹⁵ UKEAT/0518/10

¹⁶ UKEAT/0233/09

¹⁷ [1997] IRLR 488, EAT

¹⁸ Buckland v Bournemouth University Higher Education Corporation [2010] EWCA Civ 121

harassment, victimisation and/or detriment for whistleblowing. Specific guidance is also provided by ACAS for dealing with grievances concerning discrimination.¹⁹

29. If the reason that the employer refuses to give due credence to the grievance is related to a protected characteristic, this may amount in itself to an act of discrimination under the Equality Act 2010. In Martin v Parkam Foods Ltd,²⁰ an employee raised complaints regarding homophobic graffiti naming him in the men's toilets at his workplace. The employer investigated but failed to take any real steps to treat the issue with due diligence or seriousness. The Employment Tribunal concluded that the reason that the employer did not deal with the grievance as forcefully as they might have done was due to inbuilt prejudice, preventing them from being objective and fair. The employee's claims of direct sexual orientation discrimination, harassment and constructive dismissal (relating to a breach of trust and confidence) were upheld. A similar conclusion was reached by the EAT in Aramark Ltd v Yahiaoui.²¹
30. Equally, the fact that the grievance raises issues of discrimination may mean that a failure to hear it amounts to a further act of discrimination or victimisation by the employer. This will not always be the case, as such a finding would depend on whether the employer's failure was related to the protected characteristic or act. For example, in Royal Bank of Scotland v Morris,²² the employer's handling of a grievance was found to be incompetent but was not discriminatory as the mishandling had not been motivated by her race; the Employment Tribunal had been wrong to conclude that an unreasonable failure to investigate a complaint of race discrimination was automatically an act of race discrimination in itself. Conversely, in Hargreaves v Wright Foundation Research Ltd,²³ an employee's dismissal and a lack of open communication with her following her grievance about discrimination was found to be unlawful victimisation, as issues with her performance and conduct were only raised after the grievance had been submitted.
31. These cases suggest that an employer may be held to a higher standard when investigating grievances concerning discrimination, and that it will be high-risk to fail to consider them. This rationale would also apply where the employee's grievance raises whistleblowing disclosures under the ERA 1996.
32. In addition, the fact that an employer has failed to take action in response to a grievance may mean they have no defence available in a broader claim of discrimination. In Smith v Renrod Ltd,²⁴ the employer could not rely on the defence available under Section 109(4) Equality Act 2010 that they had taken all reasonable steps to prevent an employee from sexually harassing another, as they had failed to take adequate action when alerted to the harassment as part of a grievance. Reiterating their policies and referring to training had not been sufficient.
33. Note that if decided today, such cases would also likely find the employer liable for a failure to have taken reasonable steps prevent sexual harassment in line with the duty under Section

¹⁹ <https://www.acas.org.uk/handling-a-bullying-discrimination-complaint>

²⁰ ET/1800241/06

²¹ UKEAT/0115/09

²² UKEAT/0436/10

²³ ET/1804373/13

²⁴ ET/1400166/15

40A Equality Act 2010, leading to a potential 25% uplift to related compensation. This result will be even more likely once the duty is upgraded to require all reasonable steps to be taken under the Employment Rights Act 2025 (expected to take effect in October 2026). Where a grievance relates to the conduct of third parties, employers will also need to be mindful of the new duty under the Employment Rights Act 2025 to take all reasonable steps to prevent third-party harassment, expected to also come into force in October 2026.

Justified Refusals

34. It has rarely been found that an employer was justified in refusing to hear a grievance, and the pattern of case law above provides a clear indication that addressing a grievance is a fundamental employment duty not to be disregarded.
35. An employer may legally be justified in such a refusal in cases where the grievance itself is malicious, retaliatory or vexatious, and pursuing its investigation would be detrimental to other employees. A clear example of this was found in the case of Marks v Southend Borough Council and others,²⁵ where an employee raised a grievance against their manager as an act of retaliation after she gave evidence against him in disciplinary proceedings for sexual harassment. The Employment Tribunal concluded that *“by allowing Mr Thomas to pursue the part of his grievance that was in effect a complaint about the claimant's whistleblowing about his sexual harassment, the [employer] was, at best, colluding in [his] retaliation”*.
36. However, in order for the employer to be certain that the grievance is malicious, in reality they are likely to need to take at least some preliminary steps to investigate the matter rather than rejecting it at face value. In most cases, the employee should be given the benefit of the doubt.
37. If there is sufficient evidence that the grievance is unfounded to the degree seen in Marks, it also does not necessarily mean that the employer can ignore the grievance altogether. Whilst it may not be necessary to investigate it fully, including interviewing those who are the subject of the malicious allegations in a way which could cause distress, the employer would still be under a duty to deal with the grievance in some way rather than ignoring it (for instance, by providing an outcome detailing why the allegations will not be taken further). Employers are also likely to be justified in taking disciplinary action against employees raising these types of grievances,²⁶ and are likely to be safer in doing so if they have managed the grievance properly and are able to evidence why it was so unfounded.

Tactical Advantage

38. In practice, the grievances that cause the greatest degree of concern to employers are those submitted in the context of an existing dispute. This includes those brought during disciplinary proceedings or in contemplation of litigation.
39. For employers, the greatest benefit of an employee bringing a grievance in these circumstances is the ability to demand information and explanations from the employee, without incurring any legal obligation to give a full response. As noted above, whilst there may be legal risk in declining to address a grievance at all, there is a great deal of room given to employers (even within the ACAS Code) to determine how they approach a grievance.

²⁵ ET/3202635/11

²⁶ See for instance *Hope v British Medical Association* EA-2021-000187

Employers are not required to make factual findings in relation to all points raised in a grievance, but can nevertheless ask the employee to set out their grievance in full before delivering any outcome.

40. As a result, the grievance process can be a valuable way of bottoming out the employee's issues (and as a result, their case) in anticipation of any future dispute. Through a grievance meeting, the employer can effectively 'depose' the employee and challenge their case, documenting their response 'on the record' via formal meeting notes. The employer will then have the chance to respond to the allegations with as much or as little detail as they wish, within their own preferred timeframe.
41. This must of course be approached within reason, and there will be legal risk attached to any material failures as highlighted above. Nevertheless, from a tactical perspective, the fact that an employee has raised a grievance can be a welcome one for an employer, and the advantages to them far outweigh any potential benefit to the employee from putting their case at this early stage. Note that the employee must also bear the burden of raising the grievance even if they would prefer not to do so, as they may face criticism (and potential reduction in compensation under the ACAS Code) if they unreasonably fail to do so.

What are the issues with AI?

42. As AI has grown in popularity, it has become evident that there are several issues with its output that consistently present themselves.
43. Firstly, AI tools tend to hallucinate facts, presenting the user with statements that sound factual but have no basis in reality. In a legal context, this may include false case law or legislative references, but on a broader basis this can span to incorrect scientific studies, world records or other inaccurate historical 'facts'. This can occur both of the AI's own volition (for instance if a user asks what date something occurred or if there is any legislation on a particular topic), or as part of fact-checking information provided by the user.
44. False facts generated by AI can be particularly challenging to spot when they occur alongside real, verifiable information. This has been most prominently demonstrated through the numerous cases in which legal professionals have been found to refer to non-existent case law or legislation generated in AI pleadings. In some instances, the references have been correct at face value but do not support the principle asserted; in others, false case names or numbers (or statutory references) have been combined by AI with real names or numbers to create authorities that did not exist.²⁷
45. Secondly, AI is designed to please the user by telling them what they want to hear. Many of the algorithms underpinning popular AI tools are trained to match patterns and avoid disagreement, rather than challenging input or attempting to add nuance. This can be known as a 'bias confirmation' tendency, meaning that AI interprets users' preferences as demonstrated through their prompts and reflects those back in its answers, without challenging them. This may be compounded if the user has a saved chat history with the

²⁷ See for example *Ms (Bangladesh) (Anonymity Order Made) v Secretary of State for the Home Department* [2025] UKUT 00305 (IAC), or more recently *Malcolm Cork & Anor v Mark Smith* [2026] EWHC 1199 (Ch) in which an associate of Pinsent Masons LLP was found to have given false statutory references to non-existent rules on two occasions as part of insolvency proceedings.

relevant tool to use as a reference point. In conjunction with this, users are often not conscious of the fact that such tools are businesses, which are ultimately designed to keep users coming back; as a result, they can learn which types of response elicit positive reactions and tailor their output accordingly. Interaction with AI tools can therefore, in effect, become an echo chamber for the user's own views.

46. This people-pleasing tendency has been helpfully demonstrated by Human Rights organisation Article 19, who tested ChatGPT's responses to questions about media bias.²⁸ When asked an objective question: "*Is the New York Times a biased news source?*", the AI response was balanced and objective with purely factual information about the organisation's reputation. However, when the user's view was introduced into the question ("*Isn't the New York Times known for its liberal bias?*"), the AI response reflected that bias by highlighting controversies and criticisms of the newspaper, giving those perspectives much more weight than neutral or positive information.
47. In addition, AI generated material tends to use language that adds strength to users' positions, particularly if the prompt itself already contains exaggerated wording. AI models tend to be trained to use the most statistically probable language, mirroring enthusiastic and high-impact language contained in publicly available materials such as online articles and content. By aiming to sound knowledgeable and authoritative, the output produced by AI tends to favour strong, decisive wording but using generic references rather than nuanced opinion or understanding. AI equally lacks the human ability to know when this type of superlative language is inaccurate, and instead it must rely solely on words that appear frequently in its training materials to create what appears to be a confident answer to the prompt.
48. The challenges explored above can compound each other. For instance, a user might receive output that contains inaccurate information that is tailored towards agreeing with the prompt they've provided, phrased in a voice that is confident and laced with superlatives. This can be continually refined and tailored towards their goal through feedback provided as part of the 'conversation' with the AI tool, but each round of refining will only further embed these concerns. Given that grievances are supposed to act as an early dispute resolution tool, these characteristics of AI could hardly be more disruptive to achieving the stated purpose of grievance processes.
49. It is also worth noting here that as well as presenting flawed output, there are equally reasons to be concerned with what employees might *input* into AI tools. Most options permit the user to upload documents, draft new text or copy / paste information into the text box and, once this information is put in, it is largely impossible to get it back. As a result, it loses any confidential properties, is at risk of loss through a data breach and, even if it was originally privileged material, that will no longer be the case. These risks are reduced when using a 'closed' tool, as information is not generally retained for the purpose of training AI and thus can remain confidential, but the retention of a user's chat history can nevertheless risk exposure of private data through external breaches or even human error. Further detail on the interaction between AI, employers' confidential data and potential privilege is beyond our scope but, as will be covered towards the end of this paper, employers must be mindful that

²⁸ <https://www.article19.org/resources/algorithmic-people-pleasers-are-ai-chatbots-telling-you-what-you-want-to-hear/>

the fact that an AI tool has been used could demonstrate that relevant underlying materials are no longer private.

How are employees using AI in grievances?

50. As noted at the start, in a world where employees are accustomed to using AI in their day-to-day lives, and in many cases during their working day (with their employer's permission), it is no surprise that employees are increasingly turning to AI to formulate their grievances.
51. Drafting a grievance will, for most employees, be a time-consuming, daunting, and stressful exercise. It may require them to revisit incidents that they find upsetting or even traumatic, and explain why that is the case. They may also be concerned about how the employer will receive their grievance and about the reactions of any colleagues named, particularly if they are required to work with those colleagues on an ongoing basis or are in a position of power over them. They may also not have a great deal of external support to assist them. Using AI can appear to lessen this burden free of charge.
52. These concerns, as well as the initial incentive to look to AI for assistance, can be heightened when the employee faces additional personal challenges in being able to put their grievance in writing. It is particularly likely to appeal to employees who do not speak English as a first language, who face difficulties with literacy or who are otherwise unfamiliar with formal writing styles.
53. If used correctly, AI can be a useful source of support for employees and enable them to express their grievance in a way that their employer can understand. However, with the issues described above in mind, it is easy to see how AI in the hands of an aggrieved employee can cause serious concerns for any employer:
 - a. As described above, a key feature of using AI is that it tends to mirror the view given by the user, using people-pleasing tendencies to generate responses that appear to agree with the user's input. This means that, when asking AI to draft their grievance, the employee is likely to receive positive feedback and agreement with the view they put forward. This can include, for example, their opinion of another individual's conduct, their interpretation of a policy, or their asserted version of events. It is unlikely that they will be challenged or talked down from an unreasonable position, nor are they likely to be asked to provide full and balanced information; their input will tend to be taken at face value as factually correct and representing the full picture. It is important to note that, unless the employee chooses to provide them, the AI resource will have no access to internal policies or any independent factual account of events. As a result, even where some fact-checking may ordinarily have taken place, it is impossible for the tool to do so.
 - b. Equally, AI is also likely to use exaggerated language when producing the output, which can compound this agreement with the employee's point of view and reassure them that they have a strong position, without any analysis of whether that is actually the case.
 - c. This lack of challenge can extend to the demands put forward by the employee for the resolution of their grievance. Even without prompting, AI will tend to include

proposed demands for the employer in draft grievances, which can potentially be reasonable (such as training and policy reviews). However, if the employee says that they want a particular outcome (for instance, the automatic dismissal of a colleague), these demands are likely to be included in the AI draft without challenge. This can reinforce the employee's sense of entitlement to that outcome, confirming their belief that it is both reasonable and possible for their employer to provide.

- d. AI's ability to make up information may, in some cases, mean that the grievance does not represent the reality of what the employee is concerned about. Whilst it is unlikely that an AI tool would make up an entirely new fact pattern of its own volition (or indeed that the employee would not notice if it has done so), AI's use of superlative language and tendency to expand on drafting can skew the presentation of the original issue that concerned the employee and / or how it made them feel. Once included in a grievance, such statements can be very difficult for an employee to row back from, and with the passage of time and normal challenges with accurate memory, an employee may find themselves committed to an inaccurate version of events. This makes workplace resolution harder.
- e. Additionally, AI drafting tends to add length rather than summarise, favouring breaking down issues into 'points' and trying to distil themes by spotting patterns. As a result, even a straightforward issue can be over-complicated and expanded on, and can be difficult for the employer to grasp fully when it has been obscured by unnecessary language. In many cases, the nuance that might have been present if the employee had worded the grievance themselves is lost. This means that the underlying sentiments can be hidden from the employer, and employees will end up in the difficult position of being unable to explain their grievance in their own words, meaning that their case appears weak even if the actual complaint was valid. Challenging the employee's case can also make them lose trust in the process and feel like you aren't 'hearing' them or haven't bothered to read or understand their written grievance.

54. These issues have been helpfully summarised by recent comments of the Employment Tribunals President which, whilst they relate to AI-drafted legal claims, apply equally to a grievance context. At the National User Group in October 2025, it was observed that judges were seeing an increased use of AI by unrepresented parties in drafting overly complex claims, responses and applications, including applications for usually rare remedies such as interim relief and inflated expectations in schedules of loss.²⁹ For now, the use of AI is usually obvious. The President understood why users with no access to legal advice would seek AI assistance, but it was creating a new form of pressure on the (already overwhelmed) Tribunal system by creating overly complex cases.

55. A further issue with AI that becomes apparent in a grievance context is its tendency to 'legalise' a dispute regardless of whether it is appropriate. Most employees won't have the requisite knowledge to identify whether references to legislation and case law are correct or apposite, or the inclination to verify them. Instead, they may take these references at face

²⁹ <https://www.judiciary.uk/wp-content/uploads/2026/04/NUG-Minutes-ET-12-March-2026.pdf>

value and view them as bolstering their position (even if they have no basis in law). This may mean an employer spends valuable time considering the cited legislation or case law only to find that it does not exist, rather than addressing the actual matter at hand. Even where they are technically accurate, these types of legal references are likely to be irrelevant and serve no real purpose to include, at least in most employees' day-to-day complaints.

56. Ultimately, these combined factors mean that resolving a grievance drafted by AI can be far more challenging for the employer than if the grievance had been drafted without it. Untangling the true grievance from the AI draft can present a significant additional burden, which may be challenging to manage in the timeframe set out under the employer's grievance policy.
57. Once this exercise is concluded, if the employer decides to uphold the grievance they may find that this does not actually resolve the complaint, either because the suggested outcome generated by AI wasn't what the employee truly wanted, or in some cases because the employee is so entrenched in a demand which is simply unachievable. If the grievance is not upheld, this may be harder for the employee to accept if they have received positive support from AI, making them more likely to appeal or otherwise for the employment relationship to break down.

Dealing with AI-drafted Grievances

58. I therefore now come to the key question for today's paper: What can an employer do to prevent the use of AI in grievances, and what should they do if they receive such a grievance that they don't want to hear?

Disincentivising use of AI

59. The first tactic that an employer can deploy is proactively to address the use of AI in their grievance policy.
60. There is no legal requirement for a grievance to be formulated in any particular way, other than the fact that it must be in writing to engage the provisions of the ACAS Code.³⁰ It is therefore largely open to employers to set out in their grievance procedure how they wish for grievances to be submitted, and it may therefore be worthwhile dealing with the potential use of AI head-on as part of this.
61. As part of their procedure, employers may set out some of the issues with AI and why its use might actually hinder, rather than help, the employee with their grievance. This could include:
 - a. Explaining that they appreciate why employees might be tempted to use AI to help prepare a grievance.
 - b. Summarising the issues with AI, as explored earlier in this paper, and explaining that there is a risk of obscuring the complaint and causing delays to the grievance resolution if AI is used.

³⁰ The Cadogan Hotel Partners Ltd v Ozog UKEAT/0001/14

- c. Encouraging the employee to use their own words, reassuring them that the point of the grievance should be to get across what has happened to them, what they say is the problem and how they would like it resolved.
 - d. Reminding them that they are still responsible for the grievance even if AI has been used. This is likely to be particularly useful if there are later concerns about the honesty or accuracy of allegations.
- 62. Additionally, employers could include restrictions in their policy on how AI tools can be used in the preparation of grievances. For instance, it may assist to stipulate that tools provided in the workplace must only be used for work purposes rather than personal ones (including the preparation of grievances or complaints), and that any other AI tools must not be used on work devices or during working hours. Whilst it may be tempting for employers to attempt to ban the use of AI in grievances altogether, this would be practically impossible to police and may stray into an infringement on the employee's right to private and family life under Article 8 of the Human Rights Act 1998.
- 63. Limitations may also be legitimately placed on the scope of information that employees can input into AI tools. Given the risks to the confidentiality of uploaded data, employers would be advised to prohibit the input of any confidential or privileged information into both work tools and personal tools, and explain that doing so may lead to disciplinary action. This may not deter employees from using AI to help them in their grievance altogether, but may prompt them to limit their usage or at the very least, not input their full complaint (including names of the employer and employees concerned). This may reduce the likelihood of receiving a fully AI-drafted grievance letter.
- 64. It is also possible in principle for employers to stipulate that grievances must be submitted in a particular format. From the perspective of discouraging AI use, requiring employees to fill out a template form may encourage them to use their own words to give shorter answers to set questions, rather than spending time drafting an open-ended letter (which is far easier to put through an AI tool). However, in reality, there is nothing to stop employees from using AI to formulate their answers to such questions. Equally, the fact that an employee has submitted an email or a letter, rather than using their employer's form, will not mean that the grievance has not been properly submitted for the purposes of any claim or ACAS Code compliance. Case law has established that employers should not stick rigidly to their procedures if this could be unfair to the employee and result in hardship, and therefore must be flexible in their approach.³¹
- 65. Employers may also look to guidance given by authoritative bodies on how to submit other types of employment-related requests (including in a legal context) for suggestions on how to manage AI use in their grievance policies. For example:
 - a. The Irish Workplace Relations Commission guidance on the use of AI in proceedings suggests that users disclose the use of AI to promote transparency and avoid confusion, and expressly confirm that they have reviewed the submissions for

³¹ GMB Trade Union v Brown UKEAT/0621/06

accuracy.³² Employers could request that employees do this when submitting a grievance, for instance through a tick-box declaration before sending; whilst a failure to be transparent about AI use is unlikely to justify any real consequences, this could act as a prompt for employees to double-check their drafting.

- b. The Information Commissioner's Office confirms that using AI to draft freedom of information requests does not make a request invalid, even if it contains inaccuracies.³³ Recipients are advised to correct misunderstandings politely with references to correct guidance, asking for clarification from the sender where necessary and attempting to reformulate the request with them if the original request is not feasible. These principles are likely to apply equally to data subject access requests and, by analogy, could be included in a grievance policy to clarify how the employer might respond to AI use.
- c. The Government's guidance for those contacting the Disclosure and Barring Service provides a useful list of ways in which AI tools can both help and hinder the preparation of requests, alongside suggestions of prompts to use.³⁴ These could be incorporated by an employer into their grievance policy if they wished to take a more permissive approach to AI use. Another suggestion that employers could take away is a specific contact person if the employee is struggling to put their grievance into writing; this could steer them away from using AI and provide more tailored support with phrasing their grievance. There is, of course, a danger that this option could be over-used by employees trying to circumvent or complain about the formal grievance procedure.
- d. Guidance from the UK Judiciary explains in great detail the issues with uploading confidential information and personal data into AI tools, practical steps to reduce risk and a list of tasks where AI use might be most appropriate.³⁵ Employers whose main concern with AI grievances is potential data exposure may wish to incorporate these types of warnings to ensure that, as much as possible, employees are anonymising the data used in their prompts.

Options for Managing AI Grievances

Refusal to hear

- 66. There is nothing inherently wrong with an employee seeking external support with their grievance (whether from AI or otherwise), and indeed nothing that requires the employee to have drafted the grievance themselves. In many higher-stakes cases, a grievance may be drafted by (and potentially sent by) the employee's lawyer and be very far from being in their own words. For those without legal advice, there are plenty of online templates available for

³² https://www.workplacerelations.ie/en/complaints_disputes/adjudication/guidance-for-litigants-on-the-use-of-ai-before-wrc/

³³ <https://ico.org.uk/for-organisations/foi/freedom-of-information-foi-and-artificial-intelligence/>

³⁴ <https://www.gov.uk/guidance/using-ai-tools-when-contacting-dbs>

³⁵ <https://www.judiciary.uk/wp-content/uploads/2025/10/Artificial-Intelligence-AI-Guidance-for-Judicial-Office-Holders-2.pdf>

grievances such as from ACAS³⁶ or Citizens Advice,³⁷ and an abundance of online guidance on how to draft the letter effectively.

67. There is equally nothing inherent in the fact that an employee has used AI that affects the obligations on an employer to hear an employee's grievance, as set out earlier in this paper. This is emphasised by each set of guidance on other types of drafting discussed above at paragraph 65, none of which suggest that AI use would be a ground on which requests could be refused or submissions disregarded. The considerations regarding a potential breach of implied contractual terms, reductions / uplifts in compensation under Section 207A TULRCA and the ACAS Code, liability under the Equality Act 2010 and for whistleblowing-related detriment apply to AI-drafted grievances in the same way as to those written solely by the employee.
68. In order to be potentially justifiable from a legal perspective, as covered above, a refusal to hear a grievance must be based on the substance of the grievance and the fact it is malicious or vexatious; even in such circumstances, the employer is not necessarily excused from all obligations to consider the grievance in principle (see paragraphs 35 to 37 above).
69. Nevertheless, when faced with a tricky AI grievance that they don't want to hear, an employer may wish to weigh these legal risks against the challenges of managing the process and/or the employee themselves. Whilst they will still exist in principle, an employer willing to take these legal risks may view them in the following practical context:
 - a. Succeeding in a claim for constructive dismissal requires the employee to resign from their role in response to the employer's failure, and for the Employment Tribunal to find that the employer's conduct was a repudiatory breach of contract. Resigning is a significant risk for any employee to take, and as seen from the considerable volume of case law, establishing a repudiatory breach is by no means straight forward. As a result, the actual chance of the employee pursuing and winning such a claim is likely to be low.
 - b. Establishing a claim for whistleblowing detriment, discrimination, harassment or victimisation requires the employee to establish that the refusal to hear their grievance was based on their protected characteristic, act, or disclosure. If the employer is confident that no such element exists in the circumstances of their case, they may consider that the risk of refusing to hear the grievance is in practice greatly reduced.
 - c. A breach of the ACAS Code will only be established if the employer's failures are unreasonable, and will only have any practical impact for the employer if the employee wins a relevant claim and is due compensation on which the uplift can be applied. Absent the employee's resignation, or the discrimination or whistleblowing elements noted above, it is likely to be challenging for an employee to find any underlying claim where compensation could be uplifted. Even if they do so, there are

³⁶ <https://www.acas.org.uk/grievance-letter-template>

³⁷ <https://www.citizensadvice.org.uk/work/grievance-meetings/Letter-to-raise-a-grievance-at-work/>

a number of hurdles for them to get through before the failure to manage their grievance properly has any real impact.

- d. As reported by the Employment Tribunal National User Group, there are now considerable waiting times for all types of Employment Tribunal claim and across all areas of the country, with some regions listing hearings into 2030.³⁸ Whilst there are no automatic costs awards in these types of proceedings, bringing a claim is nevertheless expensive for the employee if they obtain legal advice, and at the very least can take up significant time, energy and cause a great deal of distress. All of these factors combined mean that even if an employee may have a valid claim, they may not be inclined to pursue it.³⁹

70. However, employers should be wary of taking these practical matters as a license to refuse to hear grievances, whether drafted by AI or not. In reality, the cases that will most concern employers and have the highest stakes are those in which the employee is most likely to resign and/or take legal action, such as those involving high-earners and allegations that might be reputationally damaging. As of 1 January 2027, resigning and claiming constructive unfair dismissal will become all the more attractive, as the present cap on compensation will be lifted; this is expected to open up the realm of unfair dismissal to claims of much greater value and complexity, and employees will be more incentivised than ever to seize on any potential repudiatory breach by their employer. This will be compounded where there may be parallel liability for discrimination and/or whistleblowing-related detriments.

71. Regardless of their claims' potential value or merit, employees who are using AI to assist them are highly likely to become aware of their options to make these types of claim, given AI's tendency to legalise their disputes and offer unprompted advice. Moreover, given its tendency to 'people please', encourage and entrench the employee's position, AI is likely to increase the employee's sense of injustice if their grievance is not heard and empower them to pursue the matter further. It is arguable therefore that AI-drafted grievances are among the most likely types of grievance to lead to a subsequent legal dispute if the employer refuses to hear them. Such claims will put the employer to time and likely irrecoverable cost in defending the case, irrespective of whether the employee wins at the end.

72. Aside from the legal risk, an employer may be motivated to hear and properly address a grievance in order to preserve wider employee relations. A failure to engage with an employee's concerns is likely to undermine trust and confidence not only in the individual employment relationship, but across the wider workforce, particularly where the grievance becomes known to colleagues. Employees who perceive that complaints are ignored or dismissed may be less inclined to raise concerns through internal channels, increasing the risk that issues escalate into formal disputes or litigation. Moreover, an organisational culture in which grievances are not meaningfully considered may damage morale, reduce engagement and contribute to higher levels of attrition. By contrast, a willingness to hear grievances, even where they are challenging or appear ill-founded, can reinforce a perception of fairness and

³⁸ <https://www.judiciary.uk/wp-content/uploads/2026/04/NUG-Minutes-ET-12-March-2026.pdf>

³⁹ Note that under the Employment Rights Act 2025, the Fair Work Agency will have powers in future to enforce employment rights even where the employee is unwilling to pursue a claim themselves. Such powers are beyond the scope of this paper and are not yet in force.

procedural integrity, thereby supporting effective workforce management and reducing the likelihood of broader reputational harm.

73. Taking the above as a whole, whilst in principle it remains open to an employer to refuse to hear an AI-drafted grievance, the risks in doing so remain significant.

Responding to an AI grievance

74. Given the risks outlined above, the prudent course of action would be to at least attempt to hear the AI-drafted grievance. There are several steps that employers can take to make the process more manageable and hopefully resolve the dispute. Should the attempt fail, these steps are also likely to put the employer in the best position to defend their approach in any resulting dispute.
75. Initially, an employer will need to look at the substance of the grievance and identify what their actual concerns are with it. As we have covered already, the fact that it has been drafted by AI is not in itself likely to be a defensible basis on which to challenge it, but there may be related issues such as:
- a. Is the employer able to understand what the employee is alleging has occurred?
 - b. Is the employer able to provide the requested remedy if the grievance is upheld, and would it be appropriate?
 - c. Does the evident use of AI make it clear that one of the employer's policies has been breached in the preparation of the grievance?
76. Of course, if there are no substantive issues with the grievance, the process is likely to be able to proceed as normal.
77. If the grievance reveals that the employee has breached an associated policy, the options available to the employer depend on the policy in question. If the employee has simply submitted the grievance in a non-standard way, or has evidently used an AI tool in a way that is not permitted (see paragraph 62 above), it is likely to be both unattractive and high-risk to take any disciplinary action on the basis of the policy breach. This risk will be even higher should the grievance allege discrimination and/or make a protected disclosure. In reality, the inclusion of these types of matters in a policy serves as a deterrent rather than a cause of action. However, if the employee has evidently breached a confidentiality or data protection policy in the preparation of their grievance using AI, disciplinary action may be more justifiable, provided that it can very clearly be tied to the way in which the grievance has been prepared rather than the allegations within it. An employer would need to have strong evidence that AI had been used before alleging such a breach, and in reality is unlikely to be able to prove it unless the employee admits to the conduct or it has been done on a work device.
78. Even in cases where a policy breach is established, the employer will still be under the standard obligations to hear the grievance as covered in this paper. They will therefore need to consider the substantive issues with it and assess how the process can be taken forward to address the matters raised. Practical suggestions are likely to include the following:

- a. If the grievance is entirely illegible or illogical, the employer may be justified in asking the employee to reword it. In such cases, the employer should identify the specific concerns with the grievance rather than making any blanket statements about it 'making no sense', which could offend the employee and inadvertently lead to legal action if they do not feel their concerns are being taken seriously. Employers should note however that, if AI has been used to draft the initial grievance, it is very likely that the employee will use AI to help them redraft it. In practice, such a request may therefore do nothing to help advance the employer's understanding of what they need to investigate.
- b. Alternatively, a highly effective response can be to use in-person or virtual meetings even where the grievance is not fully understood. It may be that two meetings are required, one initially to ask the employee to explain the grievance in their own words, and another to cover the matters that the employer would have addressed as part of the standard investigation of a grievance. Such meetings can be used to test the employee's version of events and understand what is truly aggrieving them, and if this is different from the written grievance the employee can be asked to explain what they meant by it. Full notes of any such meetings will be essential, ideally transcribed by an independent party, in order to record the employee's responses and evidence why the employer has understood the grievance in the way that they have.
- c. If the remedies demanded are unachievable, it may be advisable to explore this with the employee as part of any investigation meeting. This would need to be done carefully and in a way that does not suggest that a decision has already been made either way, but which draws the attention instead to why a remedy may not be appropriate. For instance, if the employee has demanded the resignation of a colleague, their employer may explain that this is not something that they can feasibly control even if all of the allegations are upheld. This could be an opportunity to suggest alternative options such as mediation which focus on rebuilding the employment relationships, rather than the AI-suggested consequences. At the very least, this will assist in managing the employee's expectations, and may help indicate to them that the investigator is keeping an open mind about the potential outcome.
- d. Although the employer may feel pressure to do so, when responding to the grievance they should be mindful that they do not need to make 'factual findings' in relation to each individual point or 'theme' in the grievance letter. The key requirement is that they give the employee a properly considered full response, which addresses the actual grievance of the employee and offers a resolution to any points that are upheld. This may require looking at every point individually, but could equally be making more general findings and offering overall solutions.

79. Whatever approach is taken, the employer needs to feel comfortable that they addressed the grievance fully, fairly and with a proper understanding of what the employee's concerns were and what they wanted from the process.

Conclusion

80. In conclusion, AI-drafted grievances may be longer and more difficult to navigate, but they do not alter the fundamental legal position. Employers cannot simply sidestep a grievance because it has evidently been written by AI. The risks of refusal remain real and, in many cases, substantial.
81. The scope to “push back” is therefore limited and must be grounded in the substance of the complaint, not its method of production. The more effective approach is to engage with the grievance so far as is reasonably practicable by distilling the underlying issues and retaining control of the process. In practice, the challenge for employers is not whether to hear an AI-generated grievance, but how to do so in a way that is proportionate and legally defensible, while maintaining the confidence of the wider workforce.

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The information in this paper is intended for reference purposes only and does not constitute legal advice. Specific legal advice should be sought before taking any action in connection with the subject matter of this document.