EMPLOYMENT TRIBUNALS

Claimant: Mr. B. Wolff

Respondent: Oasis Community Learning

Heard at: **London South, Croydon** **On:** **23 May 2017**

Before: **Employment Judge Sage**

Representation
Claimant: In person
Respondent: Mr. T. Coughlin of Counsel

JUDGMENT having been sent to the parties on ***23 May 2017*** and written reasons having been requested in accordance with Rule 62(3) of the Employment Tribunals Rules of Procedure 2013, the following reasons are provided:

REASONS

1. This hearing is to determine whether the Claimant is entitled to claim interim relief under Section 128 of the Employment Rights Act 1996 (dismissal by reason of making a protected disclosure). The test for the Tribunal is whether the Claimant is likely to succeed at a full hearing in showing that the reason for dismissal was that he made a protected disclosure.

2. The Tribunal had before it the follow:

    a. A witness statement from Ms Madeiros and from the Claimant;
    b. A bundle produced by the Claimant;
    c. A bundle produced by the Respondent together with a list of documents that will be before the Hearing;
    d. A skeleton argument produced by the Respondent and
    e. A bundle of authorities.

3. The **Claimant's oral and written submissions** in outline were as follows:

4. The Claimant stated that the principal reason for his dismissal was due to having made a protected disclosure. He conceded that the motivation for the dismissal is not limited solely to the protected disclosure but may be

influenced by his complaint about what he described as a "scandalous waste of public money", which would also constitute a protected disclosure.

5. The Claimant referred to two senior colleagues (Ms. O'Sullivan and Mr Keate) who had given evidence in his previous Tribunal claim promulgated on the 29 April 2016 (claim number 2401780/2014) where the respondent had been found to have committed nine counts of discrimination. The Claimant felt that the Respondent should be reported to the National College of Teaching and Learning "NCTL" and there should be an investigation into their conduct, he felt that he was under an obligation to report this matter.

6. He stated that he made a disclosure on the 18 May 2016 to Mr Barnaby (Chief Operations Officer) to complain about the possible misuse of public money used to pay special severance payments and questioned whether the payment amounted to discrimination. The disclosure was "formally" made on the 10 June 2016 to Ms Madeiros (see paragraph 8 of his submission), the Claimant then stated in a subsequent email dated the 21 July 2016 (see the hearing bundle at pages 102-3) that his email of the 10 June was a protected disclosure. In the email, he accused the Respondent of suppressing the disclosure and the matter he had raised. He threatened to raise the matter with his MP and with the NCTL if the "apparent gross misconduct involving race discrimination" was not investigated.

7. The Claimant attended a mediation meeting at ACAS on the 31 August 2016 (see paragraph 34 if his submission) and stated the outcome was the offer of a "vast sum of money to resign".

8. The Claimant was not aware of any investigation of the allegations of race discrimination. He then wrote directly to Ms O'Sullivan and Mr Keate an email dated the 12 September 2016 (paragraph 9) that saying that he 'deprecated' their conduct and believed it was a scandal that they were allowed to lead Academies. He offered them the opportunity to raise a grievance against him to allow them to make representations before he reported them to the NCTL. He stated that if the Respondent failed to investigate he would take the matter to the NCTL which would allow for a fair hearing, he stated that this was not a threat as it was stated to be his "first step" to allow the Respondent an opportunity to address the situation. It was only if nothing had happened that the Claimant would report them.

9. The Claimant stated that a week later he was summarily dismissed by an email dated the 19 September 2016, on the basis of the final straw (paragraph 24 of the Claimant's submission). The Claimant submitted at paragraph 43 of his submissions that it was clear that his employment could continue if he was allowed to take up his post as Assistant Principal. The Claimant claimed that the reason he was dismissed was that he claimed the right to report his two colleagues to the NCTL and his disclosure of the severance payment offered to him; he stated that it was reasonable to escalate these matters.

10. He appealed the decision to dismiss claiming that the dismissal was a detriment for having made protected disclosures. The summary dismissal was commuted to dismissal without notice and Ms Madeiros recommended that mediation takes place. Ms Madeiros wrote to the Claimant on the 30

December 2016 giving what the Claimant described as "a lengthy explanation of her claimed reasons for dismissing me unlawfully" and the Claimant described the claims she made in the letter as a 'travesty'. The Claimant stated that he responded graciously to the letter and he responded to what he described as a misrepresentation of the reason for dismissal. The dismissal was rescinded on the 31 December 2016. The Claimant was then dismissed without notice on the 30 January 2017

11. The Claimant stated that there was a question of which job he was dismissed from, as this would be relevant to the issue of their defence of some other substantial reason because it has to be justified in relation to the position held. The post the Claimant held since September 2013 was Assistant Principal of Shirley Park; he stated that was not in dispute (as it was referred to in the dismissal letter). However, the Claimant's substantive position was Head of Maths.

12. The Claimant referred to Ms Madeiros' statement where it stated that as of April 2014, when she became involved, he was working from home and he had agreed to re-engagement. The Respondent agreed to the Claimant returning to work to restore his career. Ms Madeiros' statement reflected that she became involved in September 2014, the Claimant stated that she did not reinstate him back into his role, that was not offered. It was his view that there was nothing to prevent the Respondent from preparing Shirley Park School for him to return to his post or his substantive post but they did neither.

13. The burden on showing the reason for dismissal is on the Respondent, there was no possible reason to justify dismissal from the post of Assistant Principal. The Claimant stated he had been denied the right to return against his wishes.

14. The Claimant submitted that the Respondent's defence will fail on two grounds, firstly it does not justify dismissal from the post held, they failed to let him take up his post and secondly because the reasons claimed by the Respondent do not justify the reason to dismiss. It might justify the Claimant claiming constructive unfair dismissal, but the Claimant said he reaffirmed the behaviour and did not think that there was anything in the letter dated the 19 September 2016 that would justify dismissal and there was nothing to justify dismissal from Shirley Park School.

15. The only stated reason was the double last straw about the referral to the EFA which the Claimant stated he did not send. He also stated that he was not offered a right of appeal.

16. The Claimant referred to a misunderstanding in Ms Madeiros' statement, he stated that she did not allow him a hearing because it was her view that she knew what he was going to say. The Claimant submitted that Ms Madeiros would not hear the case, otherwise she would be prosecutor and dismissal manager. Ms Madeiros stated that she could dismiss for complaining about racism and allow him no process.

17. The Claimant stated that his claim had a very good or an overwhelming chance of succeeding, he stated that the letter said he was dismissed because of the last straw. The Claimant again referred to Ms Madeiros'

statement where she stated that at times they felt his employment could continue but he stated that they were not positive, it was all negative and he asked why he could not "just go back to my job?" He confirmed that he had raised grievances going back to 2015 (in May 2015 which dated back to acts in February 2015) which had not been heard.

18. The **Respondent's oral and written submissions** were in outline as follows:

19. This is a case of exceptional complexity; in my instructing solicitor's estimation, there are 14 lever arch files of documents. I have listened carefully as to how the case has been put. The Claimant has stated that he may have made disclosures but the only one in the letter and the "**only information I have to go on in the letter is the last straw".**

20. The first point is the fact that something is the last straw does not mean it is the principal reason, the dismissal letter is four pages long. The Claimant seeks to make the argument that Ms Madeiros' own logic saying that it is the last straw, therefore he must win, but that is not the principal reason.

21. Based on the Claimant's logic, page 145 of the bundle is the dismissal letter and the first reference is "**In 2012 the Employment Tribunal recognised your tendency to raise principles at every opportunity and urged you not to do so in future. You have been unable to heed this warning. You have raised principles at every opportunity, often in a threatening manner, a good example being your communication to David Keate and Fiona O'Sullivan in which you outline your intention to report them to the NCTL"**. Page 147 of the same letter refers to without prejudice communications to other colleagues where it stated "**I have offered what I consider to be reasonable compensation for what you will perceive to be an unfair dismissal but you have prevented any prospect of an alternative resolution by disclosing the detail of confidential , without prejudice communications to other employees"**. The threat to report the matter to the Education Funding Agency "EFA", the last straw, the Claimant said her own words condemn her but she said the Claimant did not make a whistle blowing disclosure, he made a threat to do so. The letter stated "**The fact that you have taken the matter into your own hands to state as a fact to the EFA that I made an improper request for public money without any evidence whatsoever to back this up is once again a reflection of your real desire to systematically destroy any chance of a trusting working relationship. This combined with the threat made directly to those employees to refer them to the NCTL is the last straw and requires me to take firm and immediate action".** A threat is not a disclosure in itself. The letter stated that the investigations into the Claimant's whistleblowing complaints would continue despite his dismissal.

22. Page 144A the EFA threat, this is written in characteristic tone by the Claimant where he stated in his email dated the 15 September 2016 that "**I intend to send the description below, or one similar, to the Educations Funding Agency. To allow you first the opportunity to respond, I will not send it until 5pm tomorrow, Friday 16th September 2016"**. What we are dealing with an offer made without prejudice to pay the Claimant a severance and then he threatens to report her to the EFA as an improper thing to do.

This is characteristic and results with a grievance upon grievance and there is a long indictment attached. In the dismissal this is referred to at page 147 (2).

23. The Claimant said that because he did not make reference to the EFA this falls away but Ms Madeiros believed what he said because he said he would do it.

24. The protected disclosure at page 143 this is addressed to O'Keate and O'Sullivan there is a difference between a communication and a protected disclosure. If you took a generous view and read this as a whole, there was no information that "tends to show" that there is a breach of a legal obligation; it is the Claimant's opinion and his intention. At page 143 it states "**While on the evidence available, I deprecate your conduct and I believe it to be a scandal that such people should be allowed to lead our academies, the correct procedure would be for [the Respondent] to hold a disciplinary investigation, followed by a hearing. The prima facie case against you appears overwhelming, but that should never preclude your right to seek to defend your actions, or to try to explain such conduct, or to offer mitigation".** This is typical of his communications. The Claimant then referred to confidential discussions (to pay him a sum of money to terminate his employment) this was clearly a threat designed to provoke a grievance and to put him at the centre of the matter which did not involve him at all. This is not unusual for him but quite remarkable causing distress to others and was quite oblivious to the effect that he had on others. The Respondent will say that the case of whistle blowing dismissal there are a number of questions affecting whether he is likely to succeed, the Respondent says the claim is misconceived.

25. The some other substantial reason argument; the Claimant states that under Section 98 the respondent must satisfy the Tribunal that the dismissal from that "particular post" was fair and he asks from which post? He also states that the respondent must satisfy the burden of proof. The Respondent stated that the first argument was based on pedantry and was not for today. The tribunal was reminded that it was not here to decide whether his claim for unfair dismissal was likely to succeed, the tribunal must only to decide if he is likely to succeed on his argument that his dismissal was principally because of a protected disclosure. This is the only question, is section 103A likely to be made out not whether the case for some other substantial reason would be successful. The only issue is whether the protected disclosure is likely to be found to be the principal reason for dismissal.

26. The Third point: the claimant goes on to say that once you set aside issue of some other substantial reason, it is the double last straw argument but with respect, you cannot do this under Section 98 when considering the reasons for dismissal in ordinary unfair dismissal. This is not considering section 103A. You can see from the witness statement of the respondent that the employer is grappling with an exceptionally difficult situation that has spanned over a period of years and it is hard to imagine a less trigger-happy employer. The amount of correspondence that passed between the parties after the dismissal in September 2016 until January 2017 is enormous. The dismissal was rescinded and the dismissal manager's understanding was that there was an expectation that mediation would involve people moving on (page 199). In that letter, which set out the orthodoxy to rebuild the relationship via

mediation, set out the terms of the re-engagement order and terms of the effect that everyone must be able to let bygones be bygones (page 199(2)) and this is made clear from the following extract "**I made clear my requirements for a commitment to moving forward in our relationship with events of the past behind us. I respect and am grateful for your assurance that your honour and integrity demand that you must set aside your grievances against me and John and correspondingly you can be assured that we commit to the future with the same. This means that we can now enter into mediation with a commitment on both sides to hold ourselves to account for the mistakes of the past and seek to move forward with a clean slate".** She then went on to state that she "**look forward to the opportunity of renewing our relationship with you in 2017".** The letter formally rescinding dismissal after Christmas holiday was dated the 31 December 2016 at page 200 of the bundle.

27. The threat letter was when Miss Madeiros asked for a period of three weeks when the claimant would not bombard her with letters. She asked twice in August and he refused. He continued to do this over Christmas. Finally, she had identified the way forward and then the letter at page 201 from the Claimant dated the 10 January 2017 where he stated that her email of the 31 December was inaccurate, dishonest and "**utterly cynical".** He stated that the fourth sentence was an "**outright lie"** and the one after that was **"wholly dishonest"** and he went on to state that the five points listed in the letter have been "**written disingenuously the first rather exposing the lie in the second paragraph".** He asked that she **"leave behind her immoral choices"** one does not have to look far to see that mediation is now doomed. This is just the cover email for page 202 (1), what follows in a letter is an expansion of that theme using offensive and inflammatory terms. For example he states at the second paragraph that **"unless and until you and John Murphy are prepared to accept that you have conducted yourselves in an obscene, morally bankrupt manner and that my only 'crime' is that I have both the resolve to resist you and the ability to outmanoeuvre your unjust behaviour, then we will not be able to move matters forward".** The claimant refused to show any insight into his contribution.

28. Point three is a triumphant reference to his out manoeuvring the respondent (see above) in the employment tribunal claim which was putting obstacles in place. You can read through this but reading through it makes good the submission and page 203 reflects the situation they were in at the time where he stated "**your response was to abuse your privileged position in a series of dishonest attacks culminating in your letter of 19th September 2016 in which you try to blame me for your misconduct in an absurd pretence that you supposedly had grounds to dismiss me when I have done nothing wrong. You have been forced to rescind that claim yet you appear to wish to distort the truth. The extent is highlighted by the risible claim that ACAS, the foremost organisation in the country concerned with mediation, supposedly lacks the suitable expertise to help Oasis. You prefer to pay in excess of £5,000 of public money to a private individual. I am honour bound to accede but it is a choice that exposes your approach, your true intentions and your dislike for the reputation of ACAS for impartiality"**

29. Page 213 reflects the correspondence that was taking place on a daily basis. This is an email from the Claimant to Ms Madeiros raising new grievances stating "**the grievance is that your behaviour from before the ACAS mediation meeting on the 31 August 2016 up to and including your letter of 31 December 2016, was a deliberate abuse of authority in an attempt to avoid earlier grievances being heard, which you knew would expose earlier misconduct".** The Claimant is complaining about her attempts to achieve an agreement with him and her attempts to mediate after the dismissal was rescinded. With this employee it is like walking through treacle. As soon as agreement is made, there comes a battery of further complaints at a time when they were moving towards mediation.

30. At pages 216-8 the Claimant writes further emails this time both dated the 13 January 2017 about the identity of mediators and pointing out that the grievance procedure does not allow for grievances to be dealt with via mediation. At page 202 dated the 10 January 2016, even the identity of the mediator caused outrage and this is about the identity of the mediator alone. The list of potential candidates is seen on page 219 including five QC's and Sir Stephen Sedley, a retired Court of Appeal Judge who has an unparalleled reputation for standing up for the "little guy"; the claimant's accusations are emblematic of his attitude. The Claimant raised a further email raising further grievances. This shows some of the documents that will be before the tribunal.

31. The arguments you can look at are only a snapshot. As far as whistleblowing is concerned, we say, the claimant has no reasonable prospect of success. The Claimant says that no fair process was followed when looking at unfair dismissal, but this is irrelevant. Ms Madeiros had 15 meetings with the claimant and from the type of process that was followed she was able to form the view that further meeting would be counterproductive. It is true that the fact a person has acted unreasonably does not mean it was on prescribed grounds.

32. The Claimant was right in the initial letter that he was not given the right of appeal. He complained and the dismissal was rescinded. In the second letter the claimant was given the right of appeal and that is being investigated by a barrister. Nothing can be read into this apart from procedural unfairness. From the snapshot of a couple of days' correspondence of this impenetrable case, it is clear it will take a long time to resolve and things will be missed.

33. As made clear in the case of Fecitt, failing to deal with the situation adequately does not mean the case is made out. But in this situation at page 148, the investigations were ongoing and between September to January there was a forest of communication. I refer to page 258-9 final paragraph again a snapshot, this is not a case where grievances are shut down they continue to be considered. You could not conclude that the dismissal was an attempt to shut the claimant down. Mr Meakin in Birmingham is conducting an investigation into the claimant's appeal and into the outstanding grievances.

34. If you were willing to consider re-engagement the procedure is set down in section130, the Claimant's salary at the date of dismissal is £58,139 which is £4844.92 per month. The Claimant has since January been seeking to say that he should receive a pay increase of £59605 and a month that is

£4967.08. We say you are not in a position to award a retrospective pay rise, that is not possible on summary determination made today.

35. Counsel referred in the skeleton argument to the case law including that of **Parsons v Airplus UKEAT/0023/16** which requires the Judge to make a summary assessment on the material of whether the Claimant has a "pretty good chance of succeeding on the relevant claim. Interim relief should be granted if it appears likely that on determining the claim that the Tribunal will find that the reason or principal reason for dismissal was on proscribed grounds namely that the Claimant made a protected disclosure.

36. The standard of proof is "likely" which is a higher degree of certainty than showing a reasonable prospect of success. Likely connotes something near to certainty, more than mere probability; a good arguable case is not enough. In the case of **Taplin v C Shipham Ltd [1978] IRLR 450** it was decribed as a pretty good chance of success. In the case of **Ministry of Justice v Sarfraz [2011] IRLR 562** it was described as "something nearer to certainty than mere probability". A good arguable case was held to be not enough in the case of **Parsons.**

37. It is for the judge to assess the chances the whistleblowing claim to succeed. The Judge is entitled to say that the matters are not sufficiently clear to have confidence in granting interim relief. It is necessarily summary nature. The burden of proof is on the Claimant and the hurdle is set deliberately high as set out in the case of **Dandpat v University of Bath UKEAT/0408/09.**

38. It was stated that if the Claimant were not awarded interim relief but were to succeed in his claim there will be no prejudice to his entitlement to claim compensation reinstatement or reengagement. It is not enough to show that the reason for dismissal was merely connected with the making of a protected disclosure and Counsel referred to a number of cases **Martin v Devonshire's Solicitors [2011] ICR 352; Fecitt v NHS Manchester [2012] ICR 372; Hossack v Kettering BC EAT/1113/01; Bolton School v Evans [2007] ICR 641 CA; Panayiotou v Kernaghan [2014] IRLR 500**

39. Counsel then went through the burden of proof under Section 103A that the disclosure must be the sole or principal reason for dismissal (not a contributing cause). The Respondent submitted that they had showed that the Claimant was dismissed because of an irretrievable breakdown of relationships, since his reinstatement in 2012 he had made various allegations against officers of the Respondent. The Claimant would not let bygones be bygones. The respondent also referred to the Tribunal's judgment (quoted in the EAT decision at paragraph 24) that "**whatever the good intentions the Claimant has now expressed, he was likely to continue to display the type of conduct of which the Respondent complained. In particular he was unlikely to leave the present dispute behind and, if re-engaged, he would continue to pursue the present battle"**. An undertaking was drawn up which was included in the Tribunal's order designed to encourage the Claimant to move on (where it was stated that the Claimant **"will treat all complaints and disputes that have been the subject of his letters to the respondent as resolved between those parties"**). The Claimant has been unable to move on and there resulted a fundamental breakdown in the relationship. The respondent submitted that it

was impossible to properly determine at this stage that the Claimant is "likely" to win.

40. Counsel made an application for orders made in respect of correspondence between the claimant and the respondents. This was discussed and relevant orders were then made by agreement.

The Law

Section 128 Employment Rights Act 1996 "An employee who presents a complaint to an employment tribunal that he has been unfairly dismissed and that the reason (or, if more than one the principal reason) is one of those specified in Section 103A may apply for interim relief"

Section 129(1) "This section applies where, on hearing an employee's application for interim relief, it appears to the Tribunal that it is likely that on determining the complaint to which the application relates the Tribunal will find that the reason (or, if more than one the principal reason) for the dismissal is one of those specified in Section 103A"

Decision

41. This is the claimant's application for interim relief. He relies on one protected disclosure made on the 10 June 2016 about the conduct of Ms O'Sullivan and Mr Keate who were referred to in the written reasons of the tribunal case number 2401780/2014 (and then on 21 July to Ms. Madeiros confirming that it amounted to a protected disclosure). He then wrote directly to Ms O'Sullivan and Mr Keate on 12 September 2016 (page 143) using highly intemperate language giving his opinion of their integrity stating he "deprecated" their conduct and believed it was a scandal that they were allowed to lead academies as he felt the respondent had not responded suitably to his protected disclosure (see above at paragraphs 8 and 24). He then threatened to disclose through other channels (via the NCTL), although he did not act on this. He also invited others to present a grievance against him as a vehicle for him to then respond any allegations they may make. The claimant also made serious allegations against Ms Madeiros on 15 September page 144a-b of dishonesty in making a without prejudice offer of a severance payment to him.

42. From the limited papers before me at this hearing, I note that there was a considerable volume of evidence including multiple grievances, complaints and of serious allegations being made. It was not merely one disclosure that led to his dismissal and he made multiple grievances. This conduct appeared to be consistent with the observations made by the Tribunal in his previous case, where a term was ordered to be included in the contract of employment where the Claimant would not pursue any of the complaints against HR or any of the individual members that he had raised in his ET claim and he would treat all complaints and disputes as "resolved". This was included in the EAT decision at paragraph 26 and the Claimant accepted that he drafted this clause. This was an unusual clause and included because the Respondent feared that he would be unlikely to put the past behind him. This appeared to be the case. The Claimant was continuing to pursue those who gave evidence against him in the previous tribunal proceedings and has resulted in

lengthy protracted and often unpleasant communications from him to the Respondent's employees directly and to the Respondent's officers.

43. In Ms Madeiros' statement she confirmed that the reason she dismissed the Claimant was because the relationship had irretrievably broken down and because he had written directly to two members of staff which was identified as the final straw and that was the reason for dismissal on the 19 September 2016 (see page 147 of the bundle). Although the Respondent withdrew the dismissal letter, the relationships deteriorated further when the Claimant wrote to Ms Madeiros accusing her of dishonesty and of being an "outright liar" (see page 201 of the bundle). He also described her conduct as immoral in a communication on the 10 January 2017 (see page 202 and 27 above) and he further described her and Mr Murphy's conduct as "obscene" and "morally bankrupt" (in relation to their approach to mediation) see above at paragraph 27.

44. The Claimant then raised a new grievance on the 12 January 2017 (see page 213 of the bundle) accusing the Respondent of committing a "deliberate abuse of authority" from the ACAS meeting on the 31 August 2016 to the 31 December 2016 in an attempt to avoid his grievances being heard. As a result of the Claimant's conduct he was dismissed on the 30 January 2017; the respondent concluding that from the nature of communications there could be no future relationship between them. The Claimant's appeal and grievances are presently under consideration, there was no evidence that the Respondent dismissed the Claimant to prevent his grievances being heard.

45. The issue for the Tribunal is whether the Claimant's claim for whistleblowing is likely to succeed in that it has more than a reasonable prospect of success.

46. The Respondent's case is that the Claimant's case is misconceived because the protected disclosure was not a disclosure of information, it amounted to a threat to report the two people concerned. A threat to make a disclosure cannot itself be a disclosure. This will have to be a matter for the Tribunal hearing the case after hearing the evidence.

47. The Respondent also states that they did not dismiss the Claimant for making a protected disclosure, he was dismissed due to a breakdown in their relationship making his future employment untenable. There was cogent and consistent evidence that showed this to be the case. It was also considered that the making of a disclosure can be distinguished from the manner in which the disclosures were made. There was considerable evidence before the Tribunal that this was an employee who was relentlessly campaigning against the Respondent and its employees and he could not put the past behind him. This was undoubtedly connected with the making of a protected disclosure and the manner in which his concerns were escalated (if the Claimant's disclosure is found to be a protected disclosure) but it is properly severable from the making of the disclosure itself. I have been referred to the case of **Martin v Devonshires Solicitors** and **Panayiotou v Kernaham 2014** which is authority for that propostion**.** The Respondent stated that they will be producing evidence in the substantive hearing to show that the reason for dismissal is not the protected disclosure but it is a reason connected with it.

48. On the issue of whether the Claimant's claim for whistle blowing is likely to succeed, I conclude that on the evidence before me it is not. In this hearing, I am only to consider whether the whistleblowing claim is likely to succeed and on the evidence the Respondent has a legitimate challenge on the issue of whether there was a disclosure of information on the 10 June (or at any other time). The Respondent will distinguish between whether his conduct in escalating his concerns (if found to be a protected disclosure) is separable from the disclosure itself. I have been referred to an exceptional number of documents showing how the Claimant has expressed himself and how impenetrable and hostile the communications had become and how the relationship between the Claimant and the Respondent, and its officers, had deteriorated. There was also corroborative evidence to support the Respondent's view that the relationship had irretrievably broken down.

49. The respondent will also contend that in any event the grievances were being considered notwithstanding his dismissal. The Respondent has further submitted with cogent and credible evidence to show that the reason or principal reason for dismissal was not the making of the protected disclosure. The Respondent also referred to corroborative evidence in the bundle to show that they dismissed the Claimant for a potentially fair reason; this is not a fanciful reason and is one which is evidenced in the communications between the parties and supported by documentation.

50. On all the representations and the evidence before me I cannot conclude that the Claimant's claim under Section 103A Employment Rights Act 1996 is likely to succeed. The claim for interim relief under Section 128 of the Employment Rights Act 1996 is not well founded and is dismissed.

Employment Judge **Sage**

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Date: 17 August 2017