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EMPLOYMENT TRIBUNALS

Claimant **Mr P Zubowicz**

Respondent **The Co-Operative Group Limited**

Heard at: **East London Hearing Centre**

On: **18th October 2018 and (In Chambers) 19th October 2018**

Before: **Employment Judge Reid**

Members: **Mr P Quinn**
Mrs P Alford

Appearances:

For the Claimant: In person
For the Respondent: Mr Wyeth, Counsel (instructed by Hill Dickinson LLP)

RESERVED JUDGMENT

1. **The Claimant was not victimised by the Respondent contrary to s27 Equality Act 2010.**

2. **The Claimant's claim is therefore dismissed.**

REASONS

Background and issues

1. The Claimant is employed by the Respondent as a warehouse operative. He brought a claim for discrimination presented on 19th May 2018.

2. The Claimant's ET1 claimed that he had been discriminated against on grounds of marital status (page 6). Matters were clarified at the preliminary hearing on 23rd July 2018 (page 27(a)) when it was identified that the Claimant's claim was a claim for victimisation under s27 Equality Act 2010 (page 27(b)). The Claimant was also permitted to amend his claim to include an additional victimisation claim arising after presentation of his claim form.

3. The Respondent then provided amended grounds of resistance to the claim as now clarified (page 21).

4. It was not in issue between the parties that there were protected acts by the Claimant within s27(2) Equality Act 2010. These were (a) the Claimant's attendance as a witness in an employment tribunal claim made against the Respondent by his colleague Lukas Sabovik in August and November 2017 (b) his attendance as a witness and representing his wife Mrs Wieslawa Zubowicz in her employment tribunal claim against the Respondent heard in February 2018 and (c) the bringing of this claim against the Respondent.

5. The issues were therefore:

    5.1 Was the Claimant subjected to a detriment or detriments; the Claimant claimed the detriments were (a) a refusal to make him a time off in lieu payment (and delays in dealing with his request), (b) a refusal to pay him when attending Mrs Zubowicz's hearing in February 2018 (as a witness and as her representative) and (c) the proposed change to his shift pattern in July 2018.

    5.2 If the Claimant was subjected to a detriment or detriments, was this because of his protected act(s).

6. The Claimant had provided a very brief Schedule of Loss (page 27). He claimed £5,000 injury to feelings which he explained at the hearing was because that is what his wife had been awarded in her claim so he claimed a similar amount. He also claimed loss of wages.

The hearing

7. The Claimant attended the hearing. Ms Barnes, Mr Ramsden, Mr Gorny and Mr Sharif of the Respondent attended as witnesses for the Respondent. There was a one file agreed bundle (to page 185) plus a chronology prepared by the Respondent. The Tribunal heard oral evidence from the Claimant and from Ms Barnes, Mr Ramsden, Mr Gorny and Mr Sharif. The Claimant was assisted by an interpreter. It was identified that as the hearing had been reduced in length, the Tribunal would hear evidence and submissions on both liability and remedy. Both parties made oral submissions at the end of the hearing. The Tribunal reserved its judgement.

8. The Claimant was not represented. He had however prepared some questions for the Respondent's witnesses and had thought in advance about the points he wanted to make in submissions. He was offered more time after the evidence concluded (ie overnight) to put together his submissions to take into account that evidence, which he declined.

Findings of fact

The Claimant's contract of employment

9. The Claimant's contract was signed on 6th October 2006 and he started work on 9th October 2006 (page 28). There was also a collective agreement between the Respondent and the Union of Shop Distributive and Allied Workers (page 132, updated January 2011). Appendix 3 of the Sickness Absence Policy (page 146) contained terms about being sick over a public holiday (page 147). The Claimant was not a member of the union.

10. After January 2017 (page 157) the Respondent agreed that the Claimant and Mrs Zubowicz could work shifts which fitted in with their childcare commitments and with each other. This meant they were on the 'family' rota.

11. The Tribunal finds that the Respondent's terms as to payment for bank holidays, payment for lieu days and the inter-relationship with sickness absence were confusing, taking into account the following findings.

12. The Tribunal finds that the Respondent had 'budgeted' for employees working for 6 bank holidays a year (ie the bank holidays they could be required to work under the contract (stated to be 7 in the contract (page 29) although 6 in the collective agreement (page 136)) and included a double payment for those 6 days in the employee's annual salary. This was in accordance with the collective agreement (page 136, table at bottom of page). This was paid irrespective of whether or not the 6 bank holidays were actually worked. The Claimant therefore had to work up to at least 6 bank holidays if they fell within his normal working week without extra payment because this had already been built into his annual salary. The Claimant accepted in his oral evidence that he could be required to work up to 6 bank holidays and that if he did so his payslip would not change because the double payment for 6 bank holidays had already been included in his salary. The Tribunal therefore finds that the Respondent already paid the Claimant, as with other employees, the extra payment for the first 6 bank holidays he worked.

13. The contact stated (page 29-30) that if more than 7 days bank holidays were worked then the employee would receive an extra payment and a lieu day. The collective agreement (page 136) said that when an employee worked more than 6 bank holidays they would receive an extra payment and a lieu day.

14. Matters were further complicated by the terms of the sickness absence policy (page 147), when an employee is signed off sick spanning a bank holiday. This policy had the appearance of a free-standing provision not cross-referenced to either the contract (7 days) or the collective agreement (6 days). If covered by the sickness policy the employee appeared to be entitled to a lieu day if signed off sick over a bank holiday. The policy made no reference to the first 6 bank holidays having already been compensated for by the double payment built into the salary and did not put any limit on the lieu days which could be claimed in this way.

15. The Tribunal finds that the Respondent accepted that there was this anomaly between the contract/collective agreement and the sickness policy because the former had the effect of imposing a restriction on the number of lieu sick bank holidays which could be claimed (ie not for the first 6, as already compensated for by the double payment) whereas the latter did not impose such a restriction. The Respondent therefore referred the matter to the union for discussion in early 2018 with a view to resolving the matter. The Tribunal finds that clarifying the issue by

way of discussions with the union by the Respondent was entirely appropriate. The issue was raised with the union when it was, not because of the Claimant making a lieu day request in January 2018, but because the issue had already also come up in the context of other employees (Ms Barnes para 8 and oral evidence).
Based on Mr Gorny's oral evidence an agreed understanding was then reached with the union in March 2018 and this was passed to all line managers at this time.

16. The outcome was that the union agreed that lieu days under the sickness policy were only claimable when an employee had already worked 6 bank holidays. This was also clarified by the union directly to employees in a presentation to staff in July 2018 (page 122).

17. The Tribunal finds that the agreed position with the union was reached based on the logic that if the Respondent had already paid double for the first 6 bank holidays then it could not be right to also say that an employee should be paid again (by way of a lieu day) for bank holidays 1-6 if in fact off sick over a bank holiday. Additionally if a lieu day was also payable for bank holiday days 1-6 because an employee was off sick, that employee would in practice have up to 6 days extra paid holiday (the lieu days) more than the employee who attended for work on the bank holiday for no extra payment (it already being built into the salary).

<u>The Claimant's request to take two lieu days in February 2018 to cover his attendance at his wife's hearing (holiday request form submitted 21st January 2018)</u>

18. The Tribunal finds based on his oral evidence that in around December 2017 the Claimant told the Respondent when his wife's hearing was, when he received the notice of hearing telling him of the February 2018 date. The Claimant told Mr Ramsden and Mr McAlesse but did not tell his team leader Ms Reyes. At this point he was simply telling them wouldn't be at work when at the hearing.

19. The Claimant had been paid when attending Mr Sabovik's hearings in August and November 2017. He chose at this time not to ask to be paid in the same way to attend Mrs Zubowicz's hearing (or to check he would be paid) which would have been the logical thing to do. Instead he made a claim for two lieu days which was less straightforward and inconsistent with subsequently claiming an entitlement to be paid when attending in the same way as he had before for Mr Sabovik's claim. The Claimant also knew of the hearing date in around December 2017 so it was unclear why he delayed until 21st January 2018 to tackle the issue of payment for the hours he would miss because he would be attending Mrs Zubowicz's hearing.

20. The Claimant's lieu day request was dated 21st January 2018. The form he completed was not available as neither party now had the form, though it was accepted between the parties that the Claimant applied for 2 lieu days because of sickness absence over a bank holiday in the previous year.

21. The Claimant was given the time off to attend Mrs Zubowicz's hearing as authorised unpaid leave. Based on the Claimant's oral evidence he made up some hours later in the day (his usual shifts for those days having been 2pm to 10pm) having told the Respondent that he might be late, which the Respondent accepted

and did not ask him to make the hours up. The Claimant said the Respondent made it difficult for him to attend to represent his wife (Claimant para 4) but that was not the case as they allowed him to take the time off, albeit unpaid.

22. The Tribunal finds that there were then delays in confirming the position to him because of the then ongoing discussions with the union. Whilst it was claimed that the Claimant was reassured by the holiday administrator that the matter was being looked at, the Tribunal finds on the evidence before it that the Claimant was not told why there was the delay and was not kept informed. He could have been sent a similar letter to the one at page 53 but was not.

23. The Claimant referred to five other employees who he considered had been treated differently to him as regards a lieu day request, both in terms of the speed at which the request was granted and the outcome.

24. Konrad Iskra (page 35) made a request for a lieu day February 2017 when off sick over a bank holiday. Mr Gorny's evidence was that he signed this off in error as he thought it was request for holiday. This was unfortunate as it gave impression that he was granting the lieu day when in fact he thought he was approving a day's holiday. The real basis for the grant of the day off was not noted on the form which gave rise to the impression that the lieu day requested under the sickness policy had been granted.

25. Anna Sabovikova (page 47) requested a lieu day in January 2018. There were apparent contradictions in paras 21 and 22 of Mr Gorny's witness statement as regards getting to 7 days ie he counted the day off sick as the 7th day which counted (even though only 6 working bank holiday days were required for a lieu day to be paid) and he failed to mention in para 21 that the additional condition which Ms Sabovikova met was that she had already worked 6 bank holidays, which points he clarified in his oral evidence. He also confusingly referred to her having worked 7 bank holidays in para 22 when the only requirement was to have worked 6 under the collective agreement. However, in any event she had worked 6 bank holidays which fitted in with the rationale that these are already included in annual salary at double time. Her application was therefore approved by Mr Gorny. The Claimant had not when he made the lieu leave request worked 6 bank holidays but only 3 (Mr Gorny para 11).

26. Tomasz Malachowski (page 152) requested a lieu day for 26th December 2017. Based on his oral evidence the Tribunal found that what Mr Gorny signed off on was a payment for Christmas Day but did not note this form that this is what he was doing. The real basis for the grant of the day off was not noted on the form which gave rise to the impression that the lieu day requested under the sickness policy had been granted.

27. Mrs Zubovicz (page 153) requested 2 lieu days in December 2017. Mr Gorny's oral evidence was he did not sign this one off as it was a day shift. It was approved and Mrs Zubowicz had by this time brought her employment tribunal claim. She was not therefore refused because she had brought her claim.

28. Lukas Sabovik was ultimately signed off for a lieu day (page 179 para 146) despite not meeting the 6 day rule. He had made his request on 28th July 2017

(page 178, para 142). He had by this time already brought his first employment tribunal claim (presented on 5 June 2017, page 158). He was not therefore refused because he had brought a tribunal claim but his request approved despite not meeting the 6 day rule.

29. Taking into account the above findings, the Tribunal finds that the holiday/lieu day process of signing off was disorganised, somewhat haphazard and the basis of approvals was not clearly documented. This understandably gave rise to a degree of confusion amongst staff as to the circumstances when a lieu day or a day off would be approved. The confusion on the 6 day rule lasted until around March 2018 when the position with the union was agreed.

30. The Tribunal therefore finds that the Claimant's dissatisfaction with the way in which his lieu day application was handled (a delay of several weeks and an absence of clearly telling him why there was this delay and keeping him informed) and with the decision not to make the payment did not amount to an unjustified sense of grievance because on the face of it as far as he knew other employees were being authorised lieu days in apparently not dissimilar circumstances, reasonably promptly and even when not meeting the 6 day rule (in the case of Mr Sabovik). The Respondent's terms on the issue of lieu days were not clear – see findings above - and also evident from the fact it had to discuss the terms with the union. The delay in processing the Claimant's lieu days application and the ultimate refusal therefore amounted to a detriment because the Claimant reasonably thought he had been disadvantaged.

<u>The Claimant's first grievance dated 24th February 2018 regarding the lieu days</u>

31. The Claimant raised a grievance about his lieu day request on 24th February 2018 (page 48). He received the outcome to his grievance on 27th April 2018 (page 58, wrongly dated 27th March 2018 – see Mr Gorny statement para 33) in which Mr Gorny explained the 6 day rule (top of page 59). It would have been helpful if he had also explained the basis on which that understanding was now reached ie following consultation with the union.

<u>Wage query dated 15th March 2018 regarding non-payment for days attending Mrs Zubowicz's hearing</u>

32. The Claimant now tried a different approach to be paid for the time lost when attending Mrs Zubowicz's hearing and asked to be paid for attending the hearing in the same way as he had for attending Mr Sabovik's hearing (page 49). The Claimant at this stage had not yet received the outcome to his lieu days grievance so appeared to be trying a different approach even before he knew the outcome of the lieu days grievance. There was a period of around 6 weeks when the Claimant was in fact running both approaches, between when the wage query was raised on 15th March 2018 to the outcome of his lieu days grievance on 27th April 2018.
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33. The Claimant's oral evidence was that he not aware of the existence of the Respondent's court appearances policy (page 149) until he met with Mr Sharif in May 2018. However, he knew he had been paid when attending Mr Sabovik's hearing and knew that that it could not have been on the basis of a contractual right to be paid as he was aware of the relevant contractual documents (evident

from page 48) and had he thought it was contractual would have said so because able to articulate what he thought his entitlements were by reference to documents (evident from page 48).

34. The Claimant criticised the Respondent in his oral evidence for not making him specifically aware of the terms of the written policy until July 2018 (when he received the letter on page 106, received on 4th July 2018). However, the Claimant was likely to have seen his wife's letter at page 60 in March 2018 which refers to the policy and explains the way the policy was interpreted after December 2017. It was also enclosed with the letter to him at page 54. The Claimant was not therefore being told about something new in July 2018 about the discretionary nature of the policy and how it was now applied as regards payment for attendance at hearings when not attending on behalf of the Respondent. The Claimant was aware from the end of March 2018 that employees were no longer being paid if attending a hearing when the attendance was not on behalf of the Respondent, whatever had been the situation in the past.

35. The Tribunal finds that the terms of the court appearances policy were not changed in December 2017 but were clarified (email dated 8th Jan 2018, page 37) as to the exercise of the discretion to pay an employee to attend a hearing on a claim against the Respondent, due to past variety of practice and the discretion being exercised in different ways by different managers (according to Mr Gorny's oral evidence). The way the policy was now being applied was applicable to attendance by employees for claims against the Respondent of any type, not just discrimination claims.

36. Whilst the Claimant had told two managers that he would be off work when attending Mrs Zubowicz's hearing (see above) he had not when the 8th January 2018 email was sent made any application of any type to be paid for those days, even an application to be paid in the same way as before for Mr Sabovik's hearing. The 8th January 2018 email was therefore not as a result of any claim to be paid by the Claimant because it predated both the application for the lieu days and the wages query.

37. The Claimant said in his oral evidence that he had the right to be paid to attend Mrs Zubowicz's hearing because he had been paid to attend Mr Sabovik's but firstly there was no right in the first place (it had always been discretionary, page 149) and secondly just because paid in the past under a discretionary policy that did not create a right to future payment.

38. After the clarification of the policy in December 2017 Mr Sabovik was not paid for attending his hearing in March 2018 (page 71) and Mrs Zubowicz was informed in March 2018 that she would also not be paid for when she had attended her November 2017 hearing (page 60-61).

39. The Respondent responded to the Claimant's wage query (page 54) explaining the reason why payment was not made. It unfortunately gave the impression that the written policy had been changed when in fact it had not, it was the application of the policy which had changed.

40. The Tribunal finds taking into account the above findings that the Claimant had an unjustified sense of grievance about not being paid to attend his wife's February 2018 hearing. This was unjustified because he knew his wife had not been paid to attend her preliminary hearing in November 2017 and is very likely to have known that Mr Sabovik had also not been paid for his March 2018 dates (page 71). The explanation given by the Respondent was reasonable in that it explained the past problems with the discretion being exercised in different ways. It was therefore apparent to the Claimant that everyone was now being treated in the same way as he was, albeit he had been paid in August 2017 and November 2017 to attend Mr Sabovik's previous hearings. The Claimant knew that he had not been paid under a contractual term in 2017 when he attended Mr Sabovik's hearings, consistent with the wage query being the second method to secure payment for the time he lost when attending his wife's hearing because if he had thought he had been paid in 2017 under a contractual right he would have said so straightaway and not first gone down the lieu leave route in advance of the actual days off. The Claimant's perception that he had a right to payment (if he in fact had that perception, as he was not behaving consistently with in fact having that perception) was unjustified and accordingly his sense of grievance was not justified because it was not a reasonable perception. The decision not to pay him for attending his wife's February 2018 hearing was not therefore a detriment.

First grievance outcome

41. The Respondent issued its outcome on 27th April 2018 (page 58) explaining the application of the 6 day rule and not upholding his grievance about the lieu days.

The Claimant's second grievance dated 25th March 2018 regarding the non-payment for attendance at his wife's Tribunal hearing

42. The Claimant submitted a second grievance (pages 57,64) about not being paid when attending his wife's February 2018 hearing. There was a grievance hearing on 26th April 2018 with Mr Rymer (page 72). The Claimant spent the entire meeting arguing about whether or not a more senior manager should hear the grievance (pages 72-76). The Tribunal finds that it was not inappropriate at this stage to have the grievance heard by a manager at a similar level and was in line with the Respondent's grievance policy for stage 1 (page 148(a), 148(d)). He was issued with an outcome on 30th April 2018 (page 79) and was told that the discretion had been wrongly exercised in the past when he had been paid to attend Mr Sabovik's hearing.

Grievance appeals

43. The Claimant appealed to Mr Sharif as regards the lieu day grievance decision and the wage query grievance decision (pages 77, 81). The appeal meeting was held in two parts (pages 95,87) on 29th May 2018.

44. The Tribunal finds that the Claimant raised in the meeting that he was not happy with the reality that as he worked Mondays he was more likely always to be working on a bank holiday (pages 97-98). Whilst this issue being raised came from Mr Sabovik (page 97) the Claimant agreed it was also an issue for him (page 98). This did not entirely fit with his subsequent adverse reaction to the July 2018

proposed shift changes, the effect of which would have been to reduce the number of Mondays he worked. Whilst the Claimant said he signed the meeting notes in error from a lack of understanding of what had been written in English, the Tribunal finds he did not misunderstand the notes when he signed them, based on the oral evidence of Mr Gorny that Claimant had acted as an interpreter for colleagues in other meetings and the oral evidence of Mr Sharif that he specifically recalled the Claimant acting as interpreter in a meeting for Jaroslaw Krasuksky. The notes were therefore accurate and the Claimant signed them having understood them.

45. The Claimant was sent separate outcomes per appeal (pages 106,108) which were given to him on 4th July 2018.

46. The application of the 6 day rule was again explained to the Claimant (page 108). Mr Sharif said he would review the rota as regards the Monday issue. The situation as regards Konrad Iskra and Tomasz Malachowski was explained (page 108). The Claimant did not respond to this letter and tell Mr Sharif that he did not want the rota looked at, consistent with it being something he had in fact raised at their meeting.

47. Mr Sharif explained again the interpretation of the court appearances policy (page 106). Although the Claimant had suggested that he did not know it existed (page 106) he had known about it and its application since March 2018 (page 60) from his wife's claim .

48. The Claimant then appealed to the next level (pages 117, 118(a)) which was acknowledged by the Respondent (page 130). Those appeals have not progressed further due to the Claimant's sickness absence (Mr Sharif para 28).

Changes to shift rota July 2018

49. The Tribunal finds that the background to the need for change was increased deliveries at weekends (Mr Ramsden para 4-5, page 83). This meant that Monday – Friday warehouse employees were needed to work weekends, working 5 days out of 7 rather than only Monday to Fridays. The situation had arisen over a period of time prior to May 2018 (page 85) when managers were told about the proposed change. It affected four employees including the Claimant (Mr Ramsden para 6). The Tribunal therefore finds that there was a genuine business reason to make the change and it was not a sham arrangement designed to adversely target the Claimant for making an employment tribunal claim or for being involved in Mr Sabovik's or his wife's claims.

50. The change affected 4 warehouse staff, the Claimant, Mr Sabovik, Sean Giles and Mr Malachowski.

51. The Claimant had presented this claim on 19th May 2018. The business need for change had arisen in the months prior to the Claimant bringing this claim.

52. The Tribunal finds that that the proposed change to the shift rota had arisen due to business needs (and this was explained to him at the time, page 110) and affected all 4 members of the team. Working 5 days out of 7 was also in accordance with his employment contract (page 28). He had already himself asked for his shift

pattern to be looked at – see findings above. However, he had had in place since the beginning of 2017 a specific arrangement such that his shifts would fit in with his wife's shifts so that they could manage their childcare arrangements between them by way of being on the 'family' rota (Claimant para 10). Whilst therefore the change was in line with his contract and he had himself asked for the Monday issue to be looked at, the proposed change potentially put at risk the arrangements put in place to accommodate him and his wife's childcare commitments. He was only being given 2 weeks' notice of the change. The Claimant's sense of grievance with the proposed changes was not unjustified given that arrangement as he would be justifiably concerned that the arrangement would no longer be available or would not work in practice as between him and his wife, even if he already had an issue with working Mondays. In addition, he was being given limited time to make new arrangements (if required) as regards childcare as between him and Mrs Zubowicz. The Tribunal therefore finds that the Claimant's issue with proposed change to the shift rota did not amount to a unjustified sense of grievance and was reasonable taking into account his previously agreed arrangement about his and his wife's shifts. The change to the shift rota was therefore a detriment.

Relevant law

Burden of proof

53. s136(2) of the Equality Act 2010 reverses the burden of proof and provides that if there are facts from which the court could decide, in the absence of any other explanation, that a person (A) contravened the provision concerned, the court must hold that the contravention occurred. S136(3) provides that s136(2) does not apply if A shows that A did not contravene the provision.

Victimisation

54. s27 Equality Act 2010 defines victimisation as happening when A subjects B to a detriment because B does a protected act or A believes B has done or may do a protected act.

55. A detriment is something which the claimant reasonably considers has put them at a disadvantage or changes their position for the worse. It does not cover an unjustified sense of grievance (*Shamoon v Chief Constable RUC [2003] ICR 337 HL*). The situation must be looked at from the claimant's point of view but his or her perception must be reasonable in the circumstances

56. The detriment must be 'because' B has done the protected act. The protected act does not have to be the prime motivation or the conscious motivation. It is enough that it forms some part of the discriminator's conscious, subconscious or unconscious motivation that the victim did the protected act ie it had a significant influence (*Nagarajan v LRT [1999] IRLR 572*) A significant influence is one which is more than trivial but significant does not mean of great importance. (*Igen v Wong [2005] ICR 931 CA*).

Reasons

57. Taking into account the above findings of fact, the Claimant was subjected to a detriment by the Respondent when the Respondent refused his lieu leave application and when it proposed to change the Claimant's rota in July 2018. It did not subject the Claimant to a detriment when it refused to pay him for attending Mrs Zubowicz's tribunal hearing.

58. Taking into account the above findings of fact, the reason the Respondent subjected the Claimant to the two detriments (and the reason it did not pay him for attending his wife's hearing even if that was a detriment) was not because of any of the protected acts.

59. This is because the reason for refusal of his lieu leave application was because the Respondent had come to a view with the union as to what the terms when put together meant, against the backdrop of the already paid for 6 bank holidays. The reason for the proposed change to the rota in July 2018 was a business reason (which as regards this claim, predated the making of it). The reason for not paying the Claimant when attending his wife's hearing (if it was a detriment, which is not accepted) was because the Respondent had realised the existing discretion in the policy had been applied differently amongst employees and wished it to be clear that from now on employees would not have the discretion exercised in their favour when attending as a witness in a claim against the Respondent. The Claimant's protected acts did not form any part of the Respondent's motive for the way it treated the Claimant.

60. The Claimant's claim had originally been brought as a claim of direct marital status discrimination. The reason the Claimant said was the reason he had been discriminated against was in reality his involvement in his own, his wife's and Mr Sabovik's claims. It was not the fact of being married which was the reason being claimed, it was the involvement in those employment tribunal claims. The claim was clarified at the preliminary hearing as only being a claim for victimisation but for completeness this claim is also dismissed taking into account *Hawkins v Atex Group Ltd and others [2012] ICR 1315* because what the Claimant was complaining about as regards his wife's claim would have been the same had they not been married but instead in a long term relationship. It was not therefore the fact of being married that formed the basis of his claim.

Employment Judge Reid

Date: 29 October 2018