



EMPLOYMENT TRIBUNALS (SCOTLAND)

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Case No: 4102927/2019 Hearing at Edinburgh on 17 July 2019

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Employment Judge: M A Macleod
Tribunal Member: A Mathieson
Tribunal Member: J Auld

Miss E Spiers

Claimant
In Person

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Sherien Ahmed

Respondent
In Person

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JUDGMENT OF THE EMPLOYMENT TRIBUNAL

The Judgment of the Employment Tribunal is that the claimant's claims succeed (other than the claim for holiday pay), and that the respondent is ordered to pay to the claimant the sum of **Four Thousand Eight Hundred and Four Pounds (£4,804)**.

The Employment Protection (Recoupment of Job Seeker's Allowance and Income Support) Regulations 1996 apply to this award. The monetary award in this case is £2,548. The prescribed element is £2,548, and the dates to which that prescribed element applies are 13 March 2019 to 5 June 2019. The monetary award does not exceed the prescribed element.

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REASONS

1. The claimant presented a claim to the Employment Tribunal on 12 March 2019. She complained of unfair dismissal, discrimination on the grounds of pregnancy and maternity, breach of contract, and pay in respect of annual leave accrued but untaken as at the date of employment.
- 5 2. The respondent submitted an ET3 in which the claimant's claims were resisted.
3. A hearing was fixed to take place on 17 July 2019. The claimant appeared on her own behalf, and the respondent appeared on her own behalf.
4. Both parties presented documents for the assistance of the Tribunal, to
10 which reference is made below. The prefix "C" denotes that the production comes from the claimant's bundle, and the prefix "R" from the respondent's.
5. The claimant and the respondent both gave evidence on their own account, and made submissions to the Tribunal.
6. Based on the evidence led and the information provided, the Tribunal was
15 able to find the following facts admitted or proved.

Findings in Fact

7. The claimant, whose date of birth is 2 June 1984, commenced employment with the respondent on 3 June 2014 as a housekeeper.
8. The respondent operates a guest house in Gilmore Place, Edinburgh,
20 known as the Castle Park Guest House, and was the claimant's employer.
9. The claimant was interviewed for the post by Mr Salah Ahmed, the respondent's late father, who previously operated the business, on 2 June 1984. She was successful in securing the position, and commenced
25 employment on the following day. Sadly, Mr Ahmed passed away in February 2017. The business was closed thereafter for a time, and the claimant was not paid between 18 February 2017, the date of her last shift before the break, and May 2017, when the guest house reopened under the management of the respondent.

10. During the gap, the claimant attended the guest house on occasional days in order to maintain the cleanliness of the premises, being paid “cash in hand” for the work which she did on those occasions.

5 11. The claimant worked 16 hours per week, and was paid £128 per week every Friday.

10 12. In February or March 2018, the claimant advised the respondent that she was pregnant. She told her that at that stage she was unsure as to whether or not she would keep the baby, but as it turned out the pregnancy progressed to full term. The due date of birth was 18 June 2018. Her last working day before commencing maternity leave was 21 or 22 April 2018. She understood that her maternity leave was to continue until 26 or 29 January 2019.

13. The claimant hoped to return to work for the respondent on completion of her maternity leave.

15 14. During August 2018, the respondent contacted the claimant by text message (C10) to ask her if she intended returning to work. She said that she was having “staffing issues”, and may need to take someone else on.

15. The claimant replied:

20 *“Hi sharine I will be coming back! But I’ve been trying to get childcare/childminding but nothing suitable for me at early time of morning [emoji denoting thoughtful face]! So when I do come back I’m going to have to do my 16hrs Saturday & Sunday as both girls will be with there dads then! It’s the only option I’ve got but I’m still trying with childcare for through the week if I can succeed [emoji denoting fingers crossed]! So I’m not sure
25 8hrs a Saturday & 8hrs a Sunday if any good too you? Thanks x”*

16. The respondent replied that day:

“Ok I hope you are well. At the moment I’ve got more weekend staff than weekday so might be a bit hard to fit hrs in xx”

17. On 1 December 2018, the respondent contacted the claimant by text message, and the following exchange took place (C1):

5 *R (Respondent): Hi lizzy I hope you and the children are well. I’m contacting you to inform you that your last MAT pay will be in January 2019. This was stated in the breakdown of payment I gave you before you went on leave. You may wish to notify your benefits of this. Thanks Sherien x*

10 *C (Claimant): What’s the dates for the last payment so I can call them up? Yeah all is well this end much appreciated xx*

R: It will be on the breakdown of payment I gave you. I don’t have it to hand at the moment x

C: No problem at all thanks! Xx”

15 18. On 30 December, the claimant texted the respondent to ask if she had been paid on 28 December (C1) to which the respondent replied that the payment should go through the following day.

19. On 3 January 2019, however, the claimant had the following exchange with the respondent (C2):

“C: I still didn’t get payment for Friday 28th x

20 *R: Payment is in. I’ve informed the accountant who will let me know what your last payment will be this month and they will issue a p45 for you x*

C: What’s that x

C: Never got paid 28th & you’ve just put payment thro the now so what about last week.

25 *R: That’s for last week. You will get money for this week tomorrow. Once I’ve heard from the accountant I’ll let you know your last payment date and*

you get a p45 to say that is your last wage from the guest house and a letter confirmation of end of employment.

C: Why is that [emoji denoting thoughtful face]

5 *R: You haven't given me a return to work date the entire time you have been off and you only suggested you could only work weekends which I don't have any shifts for at the moment. We barely have any guests for next 2 months.*

C: Okay I'm away to call hmrc as now this is unfair dismissal thanks.

10 *R: It's not unfair dismissal if you don't tell us a date you want to come back to work.*

R: Look through messages you have never told me when I have asked when you will be returning.

15 *C: I never said an actual date but I did say few months ago I could come back but only weekend but at the end of the day my maternity didn't run out till end of jan so that shouldn't be affected"*

Plus hmrc said to me last month that the company should accommodate me on return back from maternity & obviously you haven't thank you.

20 *R: I don't have any work over next 2 months as we are so quiet. You are required to give me a date for return to work and we will accommodate where we can if we have the shifts available. This is the same for all the girls they are all working less hours over this quiet period and are ok with that. I can't give you shifts if you don't give a date of return. We have accommodated you with everything you have asked for while being off for almost a year.*

25 *R: You have to give your workplace 4 weeks notice of return to work.*

C: Hahaha you gave me the date for when my maternity finishes & I've not been off a year but I'm not going to say anything else I'll just wait to see what my options are with hmrc.

R: Ok if you need to speak with me again then please phone me.”

20. The claimant did not call the respondent nor attempt to speak to her about this matter.

21. On 24 January 2019, the respondent emailed the claimant (R1/6):

5 *“Dear Elizabeth,*

This email is to confirm that the week beginning 18 January 2019 was week 42 of your maternity payment and therefore your last payment for leave. You have indicated that you would like to come back to work and we would be grateful if you could tell us a date of return to work and the hours/days that would be convenient for you.

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You are entitled to take a further 13 weeks off work (which would be unpaid leave) before returning if you wish.

Please let us know in writing or arrange to come in and talk to us on how you would like to proceed.

15 *Kind regards,*

Sherien Ahmed”

22. The claimant texted the respondent on that same day (R1/4):

“Your email saying that you’ve paid 42 weeks [2 emojis denoting thoughtful face] that is wrong as I’ve just counted back myself on the calander (sic) & working tax hmrc office are right as it’s only 39 weeks this week? That’s fine if last payment was last week then I shall call them back to let them know much appreciated.”

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23. The respondent again invited the claimant to call if she had any more questions, but the claimant said that she had been advised not to speak to her over the phone at the moment. The respondent replied by asking the

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claimant to respond to the email saying if she wished to return to work and if so, what days or hours would work for her return.

24. The respondent realised that she had made an incorrect assumption from the text messages that the claimant did not return to work, and therefore was by this stage seeking to rectify matters with the claimant. She received a letter from the claimant dated 23 January 2019 (a copy of which was not produced), and replied as follows (R1/7) on 6 February 2019:

“Dear Elizabeth

Thank you for your letter dated 23rd January 2019. Firstly, I would like to start this letter by noting that you have not been made redundant therefore you cannot request a redundancy offer. Your position with the guesthouse is still very much available for you to return to work.

Apologies if text messages on the 3rd of January 2019 were miss interpreted (sic). I only mentioned issue of a P45 as despite asking, you had still not provided us with any indication of when and if you would like to return to work. Once you had indicated that you did want to continue working for us (in WhatsApp messages through January 2019) I issued an email (copy attached – dated 24th Jan 2019) stating end of maternity pay dates and that you are entitled to a further 13 weeks unpaid leave if you wished and if returning to work, what hours/shifts would be convenient for you. previous to this, I asked you on numerous occasions to call me to speak about this matter as text message is not a good form of communication, but you never answered any of my calls.

To avoid any future miscommunication, please send any correspondence via email to sheriensa@outlook.com or by letter and not by text message.

I am unsure as to why you are stating in your letter that you did not receive any sick or holiday pay. I have a note of when you were off sick in February 2018 and that you were paid sick pay. Also, holiday pay was issued to you when you requested to take holidays in 2017/18. The reason why you’ve not been paid any holiday pay during 2018/19 is because you’ve been on

maternity leave – you accrue annual leave during this time to take at the conclusion of your mat leave.

I am very sorry to hear that you feel you have been mistreated but that is not the recollection I have of your employment with us. After taking over the guest house in 2017 from my father, you received a pay rise, paid holidays when requested, an offer of concert tickets for your hard work, paid leave over the Christmas close down period in 2017/2018, we adjusted your working pattern whenever you had any health issues and you have now claimed full allowance for maternity pay.

I was also sorry to read at the end of your letter that you do not feel you could come back and work with us. I want you to know that you not returning would be purely your decision and if this is the case, I would be grateful for a written confirmation of your resignation if that is what you wish to do. Upon receiving this confirmation, I will write back with an acknowledgement and issue any holiday pay outstanding.

Kind regards,

Sherien Ahmed

Adele McKay

Owners of Castle Park Guest House”

20 25. The claimant did not return to work, and no further discussions took place between them.

25 26. Following the ending of the claimant's employment, the claimant required to attend hospital in order to undergo an operation to drain an abscess, which she attributed to stress and worry, and thereafter had to attend the nurse for 5 weeks in order to have her dressing changed and cleaned. She required to attend hospital again in March 2019 in order to have that dealt with again. She suffered from chronic asthma which affected her over this period as well.

27. The claimant said that she has been anxious about the loss of her job for some time, and has also had concerns relating to the health of one of her children, who has been diagnosed with a number of conditions, including a heart condition.

5 28. She applied for a job with the Edinburgh Events Team 2019 on 27 January 2019, stewarding at football matches and concerts, due to commence on 2 February. However, she was unable to take up the appointment due to the operation and its consequences.

10 29. She applied for a job with Morrisons Food Store, Granton, on 13 March 2019, but heard nothing in response. She texted a friend, James Stanley, who is manager of a Farmfoods store on Ferry Road, Edinburgh, to inquire if he had any jobs available, but he confirmed he did not. She added herself to Facebook job pages in April 2019, Edinjob and Trim. She has also spoken to the manager of a cleaning company in order to identify whether
15 any work is available there.

30. She applied for universal credit towards the end of January 2019. Her first payment was received on 28 February 2019. She received, and continues to receive, £1,122 per month, of which £484 accounts for her rent.

Submissions

20 31. The claimant relied upon her claim and upon the evidence given, and declined to make a submission, having been assured by the Tribunal that no disadvantage would accrue to either party if they made no submissions.

32. The respondent took a similar approach. However, unusually, the respondent apologised to the claimant that “it has come to this”. She felt
25 that they had had a good relationship and she was sorry that they had got to the stage where they had to go through “this traumatic situation”.

The Relevant Law

33. The Maternity and Parental Leave Etc Regulations 1999 provide, at Regulation 9(1)(b), that an employee on maternity leave is bound by “any obligations which would have applied if she had not been absent”.

5 34. An employee has an automatic right to return to work following maternity leave and it is assumed that she will do so unless she says otherwise; there is no requirement that she give her employer any notice of her intention to return to work, unless she intends to return to work early (Regulation 11(1)).

10 35. Regulation 20 provides that an employer who refuses to permit an employee to return following maternity leave will be guilty of automatically unfair dismissal, where the reason or principal reason for the dismissal related to the fact that she had given birth or taken, sought to take or availed herself of the benefits of maternity leave, or where the reason or principal reason for the dismissal was that her original job was no longer available because of redundancy and the employer had not complied with
15 Regulation 10 by offering suitable alternative employment.

Discussion and Decision

20 36. The claimant in this case complains that she was unfairly dismissed by the respondent, and directly discriminated against in relation to her dismissal on the grounds of pregnancy and maternity. She also complains that she was unlawfully deprived of notice pay and of holiday pay outstanding as at the date of termination of her employment.

37. It appears to me that the issues in this case are:

1. **Was the claimant dismissed?**
2. **If so, was the claimant unfairly dismissed?**
- 25 3. **Did the claimant’s dismissal, if she was dismissed, amount to an act of unlawful discrimination on the grounds of pregnancy and/or maternity?**
4. **Was the claimant unlawfully deprived of notice pay?**

5. Was the claimant unlawfully deprived of outstanding holiday pay?

6. If the claimant's claims, or any of them, succeed, what remedy should be awarded to the claimant?

38. It is appropriate to deal with these issues in turn.

5 **1. Was the claimant dismissed?**

39. In this case, it is clear that the claimant considered that her employment was terminated when the respondent sent her a series of text messages.

40. In particular, the respondent told the claimant on 3 January 2019:

10 *"Once I've heard from the accountant I'll let you know your last payment date and you get a p45 to say that is your last wage from the guest house and a letter confirmation of end of employment."*

41. When asked why, the respondent told the claimant:

15 *"You haven't given me a return to work date the entire time you have been off and you only suggested you could only work weekends which I don't have any shifts for at the moment. We barely have any guests for next 2 months."*

42. The claimant's assertion that this amounted to unfair dismissal was then met with the respondent's reply that

20 *"It's not unfair dismissal if you don't tell us a date you want to come back to work."*

43. In my judgment, the language used by the respondent made clear to the claimant that her employment was being terminated. She told her that she would be given a "last payment", a p45 and "a letter confirmation of end of employment". She was then told that the respondent had no shifts to offer the claimant at the time. Finally, the respondent said that it was "not unfair dismissal" for the reasons set out there.

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44. It is entirely understandable that the claimant understood this to mean that her employment was ended. I will examine below the reasons given, but in my judgment, the claimant was unambiguously dismissed by the language being used here by the respondent. The respondent's denial that it was
5 unfair dismissal does not, on my reading, amount to a denial that it was a dismissal, and in any event, the tenor of the whole conversation is consistent with dismissal.

45. The respondent, in her evidence and submissions, accepted that she made an assumption that the claimant did not intend to return to work, and as a
10 result proceeded on the basis that her employment was ended.

46. The date upon which dismissal took effect is slightly unclear. The claimant was paid until 18 January, but did not work after 3 January 2019. Accordingly, on the evidence, I consider that the claimant's employment was terminated with effect from 18 January 2019.

15 47. The fact that the respondent subsequently asked the claimant to come back to her employment does not alter the fact that she had been dismissed, and was entitled to consider herself to have been dismissed by the respondent.

2. Was the claimant unfairly dismissed?

48. The respondent dismissed the claimant without following any fair process, and took the decision, by her own admission, on an assumption which
20 turned out to be incorrect. That assumption was that the claimant did not intend to return to work following the end of her maternity leave.

49. That assumption was incorrect at the time it was made, however, and the respondent should have been aware that it was incorrect then. Firstly, in
25 August, the claimant had stated clearly by text message to the respondent that she intended to return to work at the conclusion of her maternity leave. Nothing had been said by the claimant in the meantime to contradict this. It is not clear why the respondent failed to take this into account. Secondly, the respondent erroneously believed that unless the claimant gave her a
30 return to work date her employment was then at an end. It is clear that the

respondent was under a misapprehension as to the obligations on the claimant in these circumstances, but the claimant had no obligation to tell the respondent when she was coming back to work, nor indeed if she was coming back to work. She could simply have attended work at the end of her maternity leave and would have been entitled to resume her duties as before.

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50. The claimant was entitled to the same terms and conditions upon which she had originally been employed, including the contractual requirement to provide her with notice of termination of employment.

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51. The reason for dismissal was therefore that the respondent considered herself entitled to dismiss the claimant because no return to work date had been provided. The respondent herself now acknowledges that this was incorrect, and based on an assumption that she did not wish to return. That assumption was not a safe one in the circumstances, and particularly in light of the claimant's message in August that she did wish to return.

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52. The respondent simply notified the claimant of her dismissal by text message. She did not meet with the claimant, nor offer her the opportunity to explain her position or intentions. She did not give her the opportunity to be represented, nor to appeal against the decision. The respondent did seek to mitigate her position by asking her to come in and discuss matters, and essentially suggesting that dismissal had not taken place, but that does not remove the unfairness of the dismissal in the first place.

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53. Accordingly, it is my judgment that the claimant was plainly unfairly dismissed by the respondent, with effect from 18 January 2019.

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54. However, having dealt with the substantive aspect of that claim, it is necessary to determine whether or not the claimant had the necessary minimum qualifying service upon which to base a claim of unfair dismissal. Although this was not raised by either party, as a jurisdictional point the Tribunal must take it into consideration.

55. The claimant's employment with the respondent commenced on 3 June 2014. However, in February 2017, Mr Ahmed unfortunately passed away, and the business closed for a period of some three months, until May 2017. During that period, the claimant was not employed by the respondent in the same way as before. She carried out some shifts to keep the guest house clean, but was not on the respondent's payroll and was paid cash only for that work. The right to claim unfair dismissal is dependent on the claimant having two years' continuous service with the respondent (section 108(1) of ERA).

10 56. Section 212(1) of ERA states that any week during the whole or part of which an employee's relations with his employer are governed by a contract of employment counts in computing the employee's period of employment.

15 57. Section 212(3)(c) includes, among the weeks which count in computing the continuity of employment weeks during which the employee is "absent from work in circumstances such that, by arrangement or custom, he is regarded as continuing in the employment of his employer for any purpose."

20 58. In this case, the period during which the guest house was closed down was, approximately from the middle of February until the start of May 2017, some 10 weeks. In that period, the claimant continued, on occasion, to work for the respondent, for cash, carrying out cleaning duties similar to those which she carried out both before and after that period. The respondent took on the business from the start of May and ran it as her father had.

25 59. This is a difficult issue to determine but I am persuaded that during that period, the claimant was regarded as continuing in the employment of the guest house so as to be called upon from time to time to carry out her normal duties cleaning the house. In all the circumstances, I am persuaded that there was no break in the claimant's service in those months, and that the weeks between the operation of the business by Mr Ahmed and by the respondent should count as part of the claimant's continuity of service.

30 60. Accordingly, I am satisfied that the Tribunal has jurisdiction to hear the claimant's claim of unfair dismissal.

3. Was the claimant automatically unfairly dismissed?

61. Regulation 20 provides that an employer who refuses to permit an employee to return following maternity leave will be guilty of automatically unfair dismissal, where the reason or principal reason for the dismissal related to the fact that she had given birth or taken, sought to take or availed herself of the benefits of maternity leave, or where the reason or principal reason for the dismissal was that her original job was no longer available because of redundancy and the employer had not complied with Regulation 10 by offering suitable alternative employment.

62. In this case, it is my judgment that the claimant was automatically unfairly dismissed because the respondent refused to allow her to return following maternity leave and dismissed her for a reason related to the fact that she sought to avail herself of the benefits of maternity leave. In addition, she gave as a reason for dismissal the fact that she did not consider that she had sufficient weekend shifts to offer the claimant, but made no efforts to offer the claimant suitable alternative employment.

63. In my judgment, the dismissal was an act of direct discrimination on the grounds of pregnancy and/or maternity. The claimant was dismissed because she failed to meet an obligation, which was not incumbent upon her, to advise the respondent of a date upon which she intended to return to work following her maternity leave. She was discriminated against because she was on maternity leave and, on the basis of an erroneous assumption, her employer took the view that she should not be permitted to return to work. Her dismissal was therefore clearly related to her wish to avail herself of the benefits of maternity leave, namely, the right to return to work with her terms and conditions intact.

4. Was the claimant unlawfully deprived of notice pay?

64. The claimant was notified of the termination of her employment on 3 January 2019, but was paid for two further weeks. Although no express reference was made by either party to notice of termination, it is my judgment that the claimant received the equivalent of two weeks' notice pay.

65. There was no contractual documentation available to the Tribunal, and accordingly it is not clear what the notice provisions in her contract amounted to.

5 66. However, she had a statutory entitlement to notice based on one week's pay for each completed year of service. Her service began on 3 June 2014. When her employment ended on 18 January 2019, she had completed four years' service. The claimant was therefore unlawfully deprived of two weeks' pay by way of notice.

10 **5. Was the claimant unlawfully deprived of outstanding holiday pay at the date of termination of employment?**

67. The Tribunal heard very little evidence about this matter. There was a passing reference to the fact that the claimant was entitled to accrue annual leave during her maternity leave, but no further reference was made to what that entitlement was or would be.

15 68. Accordingly, I am unable to find that this claim has been proved by the claimant.

6. What remedy should be awarded to the claimant?

69. The claimant's claims succeed (except in relation to the claim for holiday pay).

20 70. Accordingly, the claimant is entitled to receive an award of compensation from the Tribunal in respect of her dismissal.

71. Firstly, the claimant is entitled to a basic award. She earned £128 per week. She had four years' continuous service on termination of employment. As at 18 January 2019, the claimant was 34 years of age.

25 72. The claimant is therefore entitled to a basic award of £128 x 4, amounting to £512.

73. Secondly, the claimant is entitled to a compensatory award. She has made efforts to find alternative employment since the termination of her employment, but has been unsuccessful in doing so. The claimant confirmed that shortly after notification of her termination, she underwent a procedure in hospital, which required regular attendance at her nurse, and a further procedure several months later. I consider that she was, on her evidence, unfit to attend work from the date of termination of her employment until 13 March 2019, when she contacted Mr Stanley to inquire about a position with his store.

74. It is just and equitable that the claimant should receive an award of compensation in respect of her unfair dismissal, but in light of the evidence, while I accept that she has made some effort to find alternative employment, I am not persuaded that she should be compensated for a longer period than three months after her employment was terminated by the respondent.

75. I should say that I accept that the claimant was entitled not to accept the respondent's overtures, following dismissal, to seek to persuade her to return to work for them. Her dismissal was so peremptory, and carried out by text message without any proper process being followed, that it appears to me that any trust and confidence which she had in the respondent was destroyed at that point. It would not be just and equitable to find that she failed to mitigate her losses by declining to accept any opportunity to return to work with the respondent.

76. Accordingly, I am prepared to award the claimant the sum of £1,536, representing 12 week's pay, in compensation for her unfair dismissal.

77. Thirdly, the claimant is entitled to an award of £500 by reason of the loss of her statutory rights on dismissal.

78. Her total basic and compensatory award is therefore £2,548.

79. The claimant has received universal credit payments in respect of her unemployment.

5 80. The Employment Protection (Recoupment of Job Seeker's Allowance and Income Support) Regulations 1996 apply to this award. The monetary award in this case is £2,548. The prescribed element is £2,548, and the dates to which that prescribed element applies are 13 March 2019 to 5 June 2019. The monetary award does not exceed the prescribed element.

81. It is necessary then to consider whether any award should be made, in addition, in respect of injury to feelings. The Tribunal must consider the **Vento** guidelines, and the Presidential Guidance on Vento Bands (2017), in accordance with what may be awarded in the Sheriff Court.

10 82. On the evidence before me, it is clear that the claimant has suffered a degree of distress following her dismissal. Its sudden and peremptory nature, and the effect upon her straitened financial circumstances, have caused her distress and anxiety.

15 83. The extent to which that anxiety, however, has affected the claimant, is difficult to determine on the evidence. It is clear that the claimant has had other personal issues which have placed burdens upon her, especially the diagnosis of a heart condition of one of her very young daughters, and the illness from which she has suffered and required surgical intervention.

20 84. It appears to me that this is a case in which an award in relation to injury to feelings should be made, but without any medical evidence supporting the claimant's evidence, it is my judgment that this falls within the lowest band set out by **Da'Bell v NSPCC [2010] IRLR 19**. That band falls between £600 and £6,000.

25 85. I have concluded that an appropriate award for injury to feelings in this case is £2,000. In the absence of any medical evidence, and in light of the other factors in the claimant's life which plainly have had an effect upon her mental health, I do not consider that it would be just and equitable to award a higher figure.

30 86. With regard to the claimant's unpaid notice, I award the claimant two weeks' pay, namely £256.

87. The claimant's claims therefore succeed, other than the claim for holiday pay, and the respondent is ordered to pay to the claimant the sum of £4,804.

5 **Date of Judgment: 23 August 2019**

Employment Judge: Murdo Macleod

Entered Into the Register: 28 August 2019

And Copied to Parties