



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr SE Keable

**Respondent:** London Borough of Hammersmith and Fulham

**Heard at:** Central London Employment Tribunal

**On:** 12 December 2019

**Before:** Employment Judge Brown (sitting alone)

## Representation

**Claimant:** Mr S Sram, Counsel

**Respondent:** Mr S Cheetham (Queen's Counsel)

## REMEDY JUDGMENT

The judgment of the Employment Tribunal is that:-

- (1) The Tribunal orders the Respondent to reinstate the Claimant into the role of Public Protection and Safety Officer (PPSO – Grade PO2) because the Claimant wishes to be reinstated to that role, it is practicable for the Respondent to comply with this order for reinstatement and it is just to order his reinstatement to this role.
- (2) The Respondent shall pay the Claimant £724.04 gross per week in respect of salary which the Claimant might reasonably be expected to have had, but for the dismissal, from the date of his dismissal to the date of reinstatement.
- (3) The Claimant shall have the pension rights associated with the Public Protection and Safety Officer (PPSO – Grade PO2) role restored. If the Respondent's pension contributions for the period from the date of dismissal to the date of reinstatement cannot be restored direct to the LGPS scheme on behalf of the Claimant, the Respondent shall pay the Claimant the additional sum of £112.26 per week, in respect of pension contributions which the Claimant

might reasonably be expected to have had, but for the dismissal, from the date of his dismissal to the date of reinstatement.

- (4) The order must be complied with by 30 January 2020 [three weeks].

## **REASONS**

### ***Preliminary***

1 This was a remedy hearing following liability judgment sent to the parties on 27 June 2019. That liability judgment determined that the Respondent had dismissed the Claimant unfairly and that, had it acted fairly, it would not have dismissed the Claimant. The Tribunal also decided that the Claimant had contributed to his dismissal in the order of 10%. The Claimant sought reinstatement or, alternatively, re-engagement as the remedy for unfair dismissal.

2 The issues to be determined at the remedy hearing were set out by the Tribunal at the start of the hearing. They were as follows:

2.1 Whether the Tribunal should make a reinstatement order in the case, in particular:

2.1.1 Whether it is practicable for the employer to comply with an order for reinstatement in the circumstances that the Respondent contends that:

2.1.2 The Claimant's role no longer exists.

2.1.3 The Respondent may have lost trust and confidence in the Claimant.

2.1.4 The Claimant continues to criticise the Respondent and may have lost confidence in the Respondent.

2.2 Whether it would be just to order reinstatement having regard to s116(1)(c) ERA 1996 the Claimant's contributory fault; and/or

2.3 Whether the Tribunal should exercise its discretion to order reinstatement.

2.4 Whether the Tribunal should order the Respondent to re-engage the Claimant and, in particular

2.4.1 Whether there is employment comparable to that from which the Claimant was dismissed, or other suitable employment.

2.4.2 Whether it is practicable for the employer to comply with an order for re-engagement, for the reasons set out in paragraphs 2.1.2. – 2.1.4 above.

2.5 Whether it would be just to order re-engagement where the Claimant contributed to his dismissal under s116(3)(c) ERA 1996.

2.6 Whether the Tribunal should exercise its discretion to order re-engagement.

2.7 If the Tribunal does order re-engagement, on what terms the Claimant should be re-engaged, as set out in *s115(2) Employment Rights Act 1996*.

2.8 What compensation the Tribunal should order if it does not order reinstatement or re-engagement, in particular:

2.8.1 Did the Claimant fail to mitigate his loss?

3 I heard evidence from the Claimant; and from Jane Rayner, the Claimant's former manager; John Davies, a former colleague of the Claimant; and Patsy Ismael, Secretary of the Hammersmith and Fulham Local Government branch of Unison, of which the Claimant is a member.

4 I heard evidence from Matthew Hooper, Chief Officer for Safer Neighbourhoods and Regulatory Services, on behalf of the Respondent.

5 There was a Remedy Hearing Bundle. Page references in this judgment are to pages in the Remedy Bundle, unless otherwise stated. The parties submitted written submissions and also made oral closing submissions.

6 The Claimant had contacted the Local Government Pension Scheme administrator. An adviser had told him that he could be reinstated to the LGPS scheme.

### ***Findings of Fact***

7 At the time of his dismissal by the Respondent, the Claimant was employed as a Public Protection and Safety Officer (PPSO – Grade 2) in the Private Sector Housing Section of the Respondent's Environmental Health Division.

8 He had been employed by the Respondent for over 17 years and, as I found in the liability judgment in this case, was good at his job and had an entirely clean disciplinary record. Mr Hooper, who gave evidence for the Respondent, agreed that no capability proceedings had been instituted in respect of the Claimant.

9 Mr Hooper told the Tribunal, and I accepted, that the Respondent is proposing to restructure the Private Sector Housing Section. Mr Hooper has been responsible for formulating the relevant proposals. Pursuant to the proposals, the post of Public Protection and Safety Officer would be replaced by the role of Private Sector Enforcement Officer with 3 areas of responsibility: licensing enforcement, dealing with empty properties and handling complaints.

10 There was some disagreement between the parties about the Claimant's previous experience in each of these 3 areas. On all the evidence, it appeared that, in recent years, the Claimant's primary responsibility, day to day, had been for dealing with service requests. The Claimant has had considerable past experience in carrying out inspection of Houses in Multiple Occupation ("HMOs"), exercising enforcement powers in respect of these and in processing MHO licence applications. This experience would be relevant to some of the new duties of the new post.

11 Nevertheless, it was not ultimately in dispute that the proposed restructure is just that: a proposal. The Claimant's existing role of Public Protection and Safety Officer still exists and will continue to do so until such time as the proposals have been adopted and implemented by the Respondent, following a consultation process with all affected employees.

12 Mr Hooper told the Tribunal, and I accepted, that the proposals would be put to the Respondent's Adjudication Panel on 19 December 2019, which would decide whether the new roles proposed by the restructure had been placed at the appropriate point in the Respondent's pay scale and grade structure.

13 Mr Hooper also told the Tribunal that the Respondent would then need to decide whether existing employees should be assimilated into the new posts. If there are more existing employees than posts into which they are eligible to be assimilated, there will be a ringfenced interview process. Those who are not selected for the new posts could be put at risk of redundancy.

14 Ms Ismael told the Tribunal that the Adjudication Panel would not always make its decision on the same day and that a redundancy consultation exercise would normally take about 3 months. She said that, in her experience, the Respondent would normally seek to implement restructures and redundancies by the start of a new financial year. She agreed that, in this case, the proposed changes, if they are implemented, are therefore likely to be effected by 1 April 2020.

15 Mr Hooper also confirmed that the Respondent had not filled the Claimant's vacant post since his dismissal. Other staff have covered the Claimant's duties and his post remains vacant.

16 The Claimant told me, and I was satisfied, that he had been happy in his job and had been passionate about visiting tenants, helping to solve their problems and improve housing conditions. He had intended to work until he was 75 and wants to be reinstated to his old post.

17 Mr Hooper told the Tribunal that he understood that the Claimant's actions post-judgment had "not helped", although he did not have first-hand knowledge of this. Mr Hooper drew the Tribunal's attention to an open letter written by the Claimant to Hammersmith and Fulham Labour Councillors and Party members following his dismissal, in which he said that he would be appealing against his dismissal and bringing a claim to the Employment Tribunal. The Claimant's letter said that he had been dismissed for expressing his anti-Zionist political beliefs and the Council had rubbished its own anti-racist reputation.

18 Mr Hooper said, "While Mr Keable is no longer an employee and free to do what he wants it does make managing any return to the workplace and to a management structure to which he is so openly hostile harder."

19 Mr Hooper also drew the Tribunal's attention to articles in Labour Party Marxist and The Weekly Worker, which were fiercely critical of the dismissing officers in the Claimant's case, of the Respondent's decision to appeal against the Tribunal's liability

judgment, and of Stephen Cowan, Labour Leader of the Council. Mr Hooper acknowledged that he could not prove that the Claimant had had anything to do with those articles, although he said that he believed that Mr Keable was secretary of Labour Party Marxists.

20 Mr Hooper did not say that the Respondent had lost its trust and confidence in the Claimant. He confirmed that no objections had been raised by elected members, or managers, to the Claimant being reinstated. Further, he said that he had no reason to disbelieve the Claimant when the Claimant said he was not hostile towards anyone in the Council's management structure.

21 The Claimant told the remedy hearing that he remained on friendly terms with all of his former work colleagues in the Council's Private Housing Service. He noted that none of his colleagues had raised any complaint about him. This evidence was not challenged by the Respondent. Two of the Claimant's former colleagues, including a former manager, gave evidence at the Remedy Hearing on behalf of the Claimant. Both spoke highly of his skills, dedication to work, and his collaborative approach in the workplace.

22 The Claimant also told me that he accepted that the right to freedom of expression was not unqualified and he would endeavour to be careful about how he expresses his views, mindful that comments on sensitive subjects may cause offence to those with opposing views.

### **Salary and Compensation**

23 If compensation, rather than reinstatement or re-engagement, is ordered, the parties agreed that the basic award for unfair dismissal in this case would be £12,954. This was calculated as follows:  $25.5 \times £508 = £12,954$ .

24 The parties agreed that the Claimant's gross annual salary was £37,650, or £724.04 gross per week. His net annual salary was £28,984; his net weekly salary was £557.40.

25 It was agreed that the Respondent's pension contributions were 15.5% of gross salary, or £5,835.75 annually.

26 It was agreed that, when calculating compensation, the Claimant would not need to give credit for pension he had received. The Claimant has not done paid work since his dismissal.

27 The Claimant's effective date of termination was 21 May 2018.

### ***Relevant law***

#### ***Ss 112 – 115 Employment Rights Act 1996***

28 If the complainant expresses such a wish, the Tribunal may make an order for reinstatement or re-engagement: *s112(3), 113 ERA 1996*. An order for reinstatement is an order that the employer shall treat the complainant in all respects as if he had not

been dismissed: *s114(1), ERA 1996*. An order for re-engagement is an order, on such terms as the Tribunal may decide, that the complainant be engaged by the employer, or by a successor of the employer, or by a successor of the employer or by an associated employer, in employment comparable to that from which he was dismissed or other suitable employment: *s115(1), ERA*.

29 On making an order for re-engagement, the Tribunal shall specify the terms on which re-engagement is to take place, including (a) the identity of the employer, (b) the nature of the employment, (c) the remuneration of the employment, (d) any amount payable by the employer in respect of any benefit which the complainant might reasonably be expected to have but for the dismissal, (e) any rights and privileges which must be restored to the employee, and (f) the date by which the order must be complied with: *s115(2), ERA*.

### ***s 116 Employment Rights Act 1996***

30 In exercising its discretion under *s 113 ERA 1996*, the Tribunal shall first consider whether to make an order for reinstatement and in so doing shall take into account (a) whether the complainant wishes to be reinstated, (b) whether it is practicable for the employer to comply with an order for reinstatement, and (c) where the complainant caused or contributed to some extent to the dismissal, whether it would be just to order his reinstatement: *s116(1), ERA*.

31 If the Tribunal decides not to make an order for reinstatement it shall then consider whether to make an order for re-engagement and, if so, on what terms: *s116(2)ERA*.

32 Where in any case an employer has engaged a permanent replacement for a dismissed employee, the Tribunal shall not take that fact into account in determining, for the purposes of subsection (1)(b) or (3)(b), whether it is practicable to comply with an order for reinstatement or re-engagement: *s116(5), ERA*.

### **Interpretation – Caselaw**

33 The legislation is not designed to enable complainants to re-establish or vindicate their reputation or anything of that kind. It is concerned with whether they were fairly or unfairly dismissed and once a conclusion is reached that they were unfairly dismissed, the question is how reasonably and most sensibly to compensate the unfairly dismissed employee, **Nothman v London Borough of Barnet** [1980] IRLR 65 [A/4], per Ormrod LJ at [5].

34 Reinstatement requires the employer to treat the complainant in all respects as if he had not been dismissed: *s114(1)ERA*. It places the Claimant into the same job with the same contractual rights on the same terms and conditions of employment from which he was dismissed. The Tribunal has no power to order reinstatement in terms which alter the contractual terms of the Claimant's employment: **McBride v Scottish Police Authority** [2016] ICR 788, per Lord Hodge at [34]-[35].

35 An order for re-engagement, by contrast, may involve a change in the identity of the employer, the nature of the employment or the terms as to remuneration, per

Simler J in **British Airways plc v Valencia** [2014] IRLR 683 at paragraphs 25 and 26.

36 The Tribunal must take account of the three factors identified in s 116(1) and (3), namely the Claimant's wish, practicability and justice (where there is contributory fault).

37 The practicability of reinstatement or re-engagement is to be determined as at the date it takes effect. In practice, absent any very unusual circumstances, that will mean judging the position as at the remedy hearing date: **Rembiszewski v Atkins Ltd** UKEAT/0402/11, per Slade J at [39].

38 Practicable in this context means more than merely possible but 'capable of being carried into effect with success'. It is the duty of the Tribunal to consider the employment realities of the situation: **Coleman v Magnet Joinery Ltd** [1975] ICR 46, per Stephenson LJ at 52B-H.

39 Reinstatement or re-engagement may be impracticable where the employer genuinely believes the employee was guilty of misconduct, even though a Tribunal found they did not have reasonable grounds on which to base that belief and had not carried out a reasonable investigation: **ILEA v Gravett [1988]** IRLR 497 at [21]; **Wood Group Heavy Industrial Turbines Ltd v Crossan** [1998] IRLR 680 at [10]. This is particularly the case where there are very real risks should the employee depart from the highest standards of care: **ILEA v Gravett** at [22].

40 The remedy of re-engagement has very limited scope and will only be practicable in the rarest cases where there is a breakdown in confidence as between the employer and the employee. Even if the way the matter is handled results in a finding of unfair dismissal, the remedy, in that context, invariably will be compensation: **Crossan** at [10]. In that case, Mr Crossan had been dismissed following allegations that he had used and dealt drugs at work. The Tribunal had decided that his dismissal was unfair because the employer had not carried out a sufficient investigation into the allegations against him.

41 The question is: was it practicable to order *this* employer to re-engage *this* Claimant; it is the employer's view of trust and confidence, appropriately tested by the Employment Tribunal as to whether it was genuine and founded on a rational basis, which matters, not the Tribunal's: **United Lincolnshire Hospital NHS Foundation Trust v Farren** [2017] ICR 513, per Judge Eady QC at [40], [42].

42 An employee's lack of confidence in, or distrust of, his employer can be a relevant factor when deciding whether reinstatement/ re-engagement is practicable or whether discretion should be exercised to make such an order: **PLA v Payne** at 570F-G; **Rembiszewski**, per Slade J at [46].

43 An employee who feels that they are the victim of a conspiracy, and particularly by their employers, is not likely to be a satisfactory employee in any circumstances if reinstated or re-engaged: **Nothman v London Borough of Barnet (No2)** [1980] IRLR 65, per Ormrod LJ at [4]-[5].

44 In **King v Royal Bank of Canada Europe Ltd** [2012] IRLR 280 EAT, the EAT (Richardson J presiding) said at paragraph 56:

“In this case it is hardly surprising that the Claimant was aggrieved about the circumstances of her dismissal, and suspicious about the motives for it; the respondent’s failure to adopt any fair procedure ... was liable to give rise to a sense of injustice and suspicion. It does not follow that it is not practicable to re-engage her. Nor do views expressed by an inexperienced litigant in person in the heat of litigation necessarily lead to this conclusion.”

45 In Oasis Community Learning v Wolff UKEAT/0364/12, the Claimant had made allegations of misconduct against the Respondent as an institution and members of its human resources department. He accused a colleague of having made “fabricated” evidence which raised the possibility of “collusion” between that colleague and another potential witness. He described the chair of the Respondent’s Board as: “having abrogated his responsibilities in order to allow the Respondent’s HR department to suppress evidence” and alleged that the Respondent had falsified documents in his witness statement. In correspondence the Claimant had described the Respondent’s conduct as constituting: “criminal contempt for justice and also the criminal offence of fraud”.

46 The EAT, per Underhill J, observed at [18], [23], [36]:

“.. we cannot regard the allegations .. as egregious. No doubt the Claimant used some hyperbolic language, and we are very willing to assume that his allegations of forgery and fraud are ill-founded; but they appear to be over-reactions rather than wanton inventions. Anyone with experience of employment litigation knows how difficult it can be for an unrepresented party to maintain a sense of proportion, and it is very common for genuine differences of opinion or recollection to be as dishonest or innocent errors in documents to be treated as evidence of forgery. ...Of course we appreciate that the importance of the Claimant’s allegations is principally because of the effect which it is said they had on the people who were subject to them..[18]..”

“.... The fact that an employee has made serious allegations against colleagues or managers in one workplace will not have as much impact on the relationship which he will have with colleagues and managers at a different workplace..[23]..”

...”Mr Jeans argued that the relevant relationship was not with a particular school but with Oasis [the employer] as an institution. While we accept that the Claimant did have a relationship with Oasis, it is inherently unlikely that any difficulties outside the sphere of those with whom he would have a regular working relationship would be such as to render his re-engagement “impracticable.” [36].

### **Terms of an Order of Reinstatement or Re-engagement**

47 The terms of and order for reinstatement or re-engagement require that the employee receives back pay between the date of termination and the date of reinstatement or re-engagement, *ss114(2)(a) & 115(2)(d) ERA 1996*.

48 In determining back pay a Tribunal ought not to specify a lump sum, but instead 'should specify amounts payable by reference to rates of pay or other formulae so that appropriate calculations can be made when the date of any reinstatement is known'—



per Lord Donaldson MR in O'Laoire v Jackel International Ltd [1990] IRLR 70, [1990] ICR 197, CA.

49 A Tribunal must reduce the employer's liability by giving credit for sums received by the employee in respect of the period between the date of termination of employment and the date of reinstatement or re-engagement by way of (a) wages in lieu of notice or ex gratia payments made by the employer; (b) remuneration in respect of employment by another employer; and (c) such other benefits as the Tribunal considers appropriate.

### ***Discussion and Decision***

50 In his evidence to the Tribunal and in his submissions, the Claimant was clear that he sought, either, reinstatement, or re-engagement, as the remedy for unfair dismissal in this case. The Employment Tribunal is required to consider reinstatement first, then re-engagement and, then, compensation.

### **The Nature of a Reinstatement Order**

51 The law requires that reinstatement must be into the same job, with the same contractual terms and conditions of employment, from which an employee was dismissed, so that the Tribunal has no power to order reinstatement on terms which alter the contractual terms of the Claimant's employment.

52 I was satisfied that the Claimant's job still exists and remains vacant. While a restructuring exercise is proposed, it has not yet been implemented and is unlikely to take effect until about the end of March 2020. Even if there is a restructuring exercise, the Claimant would be entitled, if he is reinstated, to be considered along with other employees, for the new available posts. He would be entitled to participate in any redundancy process and apply for suitable vacancies in the Respondent.

### **Practicability**

53 When considering whether to make an order for reinstatement, the Tribunal must consider whether the complainant wishes to be reinstated, whether it is practicable for the employer to comply with an order for reinstatement and, where the complainant caused or contributed to some extent to the dismissal, whether it would be just to order his reinstatement.

54 The Respondent made a number of submissions with regard to practicability.

### **Trust and Confidence**

55 The Respondent contended that the Tribunal could not ignore the letter the Claimant had written to Labour party members and elected representatives and the articles which had been written about him and his case.

56 I considered that, if the Respondent had lost trust and confidence in the Claimant, and/or the Claimant had lost trust and confidence in the Respondent and/or had a hostile and highly critical attitude to the Respondent, this would have an impact

on the practicability of reinstatement.

57 With regard to the Respondent's trust and confidence in the Claimant, I concluded that, on the evidence before me, it was plain that the Respondent had not lost trust and confidence in the Claimant. No objections had been raised to his reinstatement by elected members, or by managers in his Department. While Mr Hooper said that the letter and articles had had an impact on trust and confidence, he did not say that trust and confidence had been lost.

58 It was clear to me that Mr Hooper did not consider that the Claimant's history or his attitude to the Respondent was a bar to him being employed.

59 Mr Hooper acknowledged that the Claimant had a clean disciplinary record and considerable experience and knowledge. There was no question of any capability proceedings ever having been initiated in respect of the Claimant.

60 The Respondent did not challenge the Claimant's evidence that he remains on friendly terms with his former colleagues and that none of his former colleagues had made any complaint about him.

61 The Respondent drew the Tribunal's attention to the fact that the Respondent believed that the Claimant had been guilty of misconduct when it dismissed him.

62 Nevertheless, the Tribunal also found that the Respondent acted unfairly in dismissing the Claimant and that, if it had acted fairly, it would not have dismissed him. The Tribunal concluded that the dismissal was so unreasonable as to go beyond the conclusions of a reasonable employer. Insofar as the Respondent relied on its dismissal and any accompanying finding that there had been a breakdown or trust and confidence between the Claimant and the Respondent, the findings were based on an unreasonable investigation and unreasonable evidence and I did not consider that those unreasonable beliefs made it impracticable for the Respondent to reinstate the Claimant.

63 On all the evidence, I concluded that there had not been a breakdown in trust in confidence between the Respondent and the Claimant so that reinstatement was impracticable. Applying **Farren**, it was practicable to order *this* employer to reinstate *this* Claimant.

### **Claimant's Conduct and Attitude**

64 I noted the words of Ormrod LJ in **Nothman** at paragraph 4:  
"It is only right to say that anyone who believes that they are a victim of conspiracy, and particularly by their employers, is not likely to be a satisfactory employee in any circumstances if reinstated or re-engaged."

65 Further, I took into account the words of Wood J in **Rao v Civil Aviation Authority** cited with approval by Lord Justice Neil in **PLA v Payne** at page 570f to g:  
"factors which have influenced decisions in the past are: ... the fact that the employee has displayed her distrust and lack of confidence in her employers and would not be a satisfactory employee on reinstatement".

66 I also noted the words of Johnson in Crossan at paragraph 10: “We consider that the remedy of re-engagement has very limited scope and will only be practical in the rarest cases where there is a breakdown in confidence as between the employer and the employee.”

67 In this case, the Claimant does not believe that there is a conspiracy against him, or that the Respondent is part of one.

68 I further considered that the Claimant was rational in the criticisms he made, during the Tribunal proceedings, of his dismissal.

69 I noted the case of King v Royal Bank of Canada Europe Ltd [2012] IRLR 280. I considered that, given the liability judgment in the present case, as in King, it was hardly surprising that the Claimant was aggrieved about the circumstances of his dismissal. I considered that the Claimant’s criticisms of the Respondent’s allegations and findings against him were, in many respects, upheld by the Employment Tribunal’s judgment.

70 I considered that the Claimant had presented, both at the liability and remedy hearing, as a rational individual. In evidence at the remedy hearing he made appropriate concessions and said he would be careful about how he expresses his views, mindful that comments on sensitive subjects may cause offence to those with opposing views.

71 The Claimant’s criticisms were not directed to any of the individual managers or senior managers by whom he would be directly employed if he were to be reinstated. Mr Hooper accepted, in evidence, that the Claimant feels no hostility towards anyone in the Council’s management structure.

72 I concluded that the Claimant’s previous criticisms of the Respondent did not make it impractical to reinstate him.

## **Justice**

73 The Respondent highlighted the Tribunal’s liability judgment findings, which concluded the Claimant had contributed to his dismissal in the order of 10%.

74 I decided that the liability judgment should also be considered as a whole. It was to be borne in mind that the Tribunal concluded that the Claimant contributed to his dismissal by only 10% - and that, if the Respondent had acted fairly, it would not have dismissed the Claimant. Given the finding of substantive unfairness in this case and the small degree of contribution found by the Tribunal, it was not necessarily unjust to order reinstatement. Indeed, the finding that, if the Respondent had acted fairly, it would never have dismissed the Claimant from employment in the first place, might suggest that reinstatement would be the just outcome.

75 I accepted the Claimant’s evidence that he would be careful about the way in which he expressed himself in the future.

76 I therefore considered that it would be just to reinstate the Claimant.

**Reinstatement Order**

77 Taking all matters into account, I order the Respondent to reinstate to reinstate the Claimant into the role of Public Protection and Safety Officer (PPSO – Grade PO2) because the Claimant wishes to be reinstated to that role, it is practicable for the Respondent to comply with this order for reinstatement and it is just to order his reinstatement to this role.

78 The Respondent shall comply with the reinstatement order by 30 January 2020 (3 weeks). The Claimant's role is vacant and he is available to work. There should be little administrative impediment to him recommencing work.

79 The Respondent shall pay the Claimant £ 724.04 per week gross, in respect of lost salary which the Claimant would have received, but for the dismissal, from the date of his dismissal to the date of reinstatement.

80 It was agreed that the Claimant was not required to give credit for pension he had received in the interim.

81 The Claimant shall have the pension rights associated with the Public Protection and Safety Officer (PPSO – Grade PO2) restored. That means that he should have the benefit of the 15.5% gross annual employer's contribution restored for the weeks between the dismissal and his reinstatement. If it is not possible for the Respondent restore those contributions to the LGPS on the Claimant's reinstatement, the Respondent shall pay the Claimant an additional sum of on account of those lost contributions in the period between dismissal and reinstatement. The Respondent's annual pension contribution was agreed at £5,835.75, or £112.26 per week. That is the amount the Respondent shall pay the Claimant for each week between dismissal and reinstatement, if the contributions cannot be made direct to the LGPS on the Claimant's behalf.

.....  
Employment Judge Brown  
9 January 2020

JUDGMENT & REASONS SENT TO THE PARTIES ON

9 January 2020

FOR THE TRIBUNAL OFFICE