



EMPLOYMENT TRIBUNALS

Claimant: Mr James Coker
Respondent: Highdown School And Sixth Form Centre
Heard at: Reading **On: 26, 27, 28 and 29 April 2021**
Before: Employment Judge Gumbiti-Zimuto
Members: Mrs A Brown and Ms HT Edwards

Appearances

For the Claimant: In Person
For the Respondent: Mr B Uduje, counsel

JUDGMENT

The claim is not well founded and is dismissed.

REASONS

1. The claimant was employed by the respondent school, as a maths teacher, from 1 January 2015 until the termination of his employment with effect on 31 August 2019. By claim forms presented on 16 July 2019 and 1 December 2019 the claimant brought complaints of unlawful deduction from wages unfair dismissal and race discrimination.
2. The claimant gave evidence in support of his own case. The respondent relied on the evidence of the Head Teacher Ms Rachel Cave, the School Manager Ms Dorothy Company and HR Consultant Mrs Donna Chadbone. The Tribunal was provided with a bundle of documents containing some 252 pages of documents.
3. The claimant was employed by the respondent from 1 January 2015. By the claimant's contract of employment he was entitled to 100 days sick pay.
4. On the 26 January 2019 the claimant informed the School Manager, in an email, that his brother had died and that his son in Nigeria was in hospital in intensive care. The claimant went to Nigeria to be by his son's bedside. Sadly the claimant's son died on 4 February 2019. While in Nigeria the claimant kept in contact with the School Manager.
5. The claimant was granted 5 days special leave. The school policy provided that the maximum period of special leave was 5 days.

6. From the 4 February 2019 until 27 March 2019 the claimant was paid sick pay. During this period the claimant provided medical certificates showing that he was unfit to work. The claimant remained in Nigeria.
7. In one of his exchanges with the School Manager the claimant was told, *“once you are back, we would like to arrange a return to work interview where we can explore other options to support you at this time, such as phased return to work. Please also remember that you have membership of Westfield Health. They have telephone counselling available for bereavement, anxiety, depression, stress, family difficulties etc.”* The claimant was then provided with the telephone number and the scheme number for Westfield Health. Westfield Health is the respondent’s employee assistance programme (EPA).
8. On 27 March 2019 the period covered by the claimant’s sickness certificates came to an end. The claimant contacted the School Manager on the 27 March 2019 and informed her that the *“doctor is passionate that I can now return to cope with work”*. The claimant stated that *“flights are fully booked till 5th of April I am still doing all I can get a flight back before 5th”*
9. Unfortunately flights were fully booked until 7 April 2019. The claimant did not contact the School Manager again until 22 April 2019 when he informed her that he had problems with getting flights. The claimant eventually got a flight back to England on 24 April 2019 and attended work on the 25 April 2019.
10. When the claimant arrived at work he was refused entry by the receptionist and only admitted into the school when the School Manager came to reception and secured his admittance onto the school premises. The claimant had a brief discussion with the School Manager and they arranged to meet on the 9 May 2019. There is a dispute between the claimant and the respondent as to whether the claimant was reminded about the support available from Westfield Health.
11. At the meeting on the 9 May 2019 the claimant met with the Head Teacher and the School Manager. They explained that the claimant would not be paid for the period from 5 April until 24 April 2019, this period would be considered to be unpaid leave.
12. Following the meeting the claimant wrote to the Head Teacher explaining his position on the deduction to his salary (p161). The claimant explained that in view of what he had been through he expected compassion and pointed out that much of the period concerned was holiday so he would not have been at work in any event. The claimant asked that there be no repayment. The claimant was asked to attend a further meeting on the 24 May 2019 but refused to attend.
13. After further exchanges between the claimant and the School Manager, arrangements for a meeting to take place with a HR Consultant Mrs Donna

Chadbone were made. This meeting was arranged to discuss the claimant's case and grievances. The meeting is outside the respondent's grievance procedure. The meeting took place on the 2 July 2019.

14. On 5 July 2019 there was an incident involving a student behaving inappropriately towards the Claimant, with the result the claimant needed to see his GP and was signed off work until 18 July 2019. The claimant was informed that the student was sanctioned in line with the school's behaviour policy. The claimant returned to school on 19 July 2019.
15. On 12 June 2019 the claimant was informed that the school would be commencing capability procedure to support him.
16. During the summer term of 2019, the Claimant requested leave to attend interviews. This was granted as unpaid leave, by July 2019 the claimant had been offered another position but he had not resigned his post with the Respondent.
17. The Head Teacher was contacted by the principal of another local school that had offered the claimant a role at her school. It was past the date that the claimant would have needed to resign to be able to leave the respondent and start at the new school in September, but the claimant had not resigned. The Head Teacher was prepared to release the claimant from his contract with the respondent to enable him to start in his new school in September.
18. On 19 July 2019 the claimant met with the School Manager and was asked if he was coming back to the respondent in September, at that stage the claimant indicated that he was doing so. On this occasion the claimant was asked to complete a new form providing his new home address.
19. The claimant had moved home address some of his personal mail had been delivered to the school, the School Manager wrote to the claimant asking him to collect his mail and to make arrangements for mail from his former address to be redirected to his new address and not to the school. The claimant was also told not to forget to submit his time sheet.
20. The claimant was in correspondence with the respondent over the summer holiday in that correspondence it was confirmed by the School Manager that the claimant remained an employee of the Respondent. The claimant indicated his wish to take up the offer of employment in the new school and to be released from his contract, but also made clear that he would not resign until the issue of the deduction from his wages resolved.
21. On the 27 August 2019 the Claimant wrote to the Head teacher. He stated:
"I am contacting you today to let you know that I am desirous of giving in my resignation letter to terminate my contract from Highdown school by 31st August 2019. Can you please confirm and guarantee that I will be released from 1st September 2019." (p197)

22. On the 28 August 2019 the head Teacher replied to the claimant: *“Thank you for your email and for kind words. It was nice to see you at GCSE results day speaking with your students. They always appreciate teachers being there. I am happy to release you from contract at Highdown and therefore your last day will be 31st August 2019. Thank you for your service at Highdown School and best wishes for your future career.”*

23. On 1 September 2019 the claimant started work in his new school.

24. The issues that the Tribunal have to consider are

Unfair dismissal

- 21.1 Whether the claimant’s complaints have been presented in time? If out of time, whether it is just and equitable to extend time?
- 21.2 Whether the claimant resigned or was dismissed?
- 21.3 If the claimant was dismissed what was the principal reason for the dismissal and was it a potentially fair one in accordance with sections 98(1) and (2) of the Employment Rights Act 1992 (ERA). The respondent asserts that the claimant was not dismissed he resigned.
- 21.4 If the claimant resigned. Was the claimant constructively dismissed, i.e. (a) did the respondent breach the so-called ‘trust and confidence term’, i.e. did it, without reasonable and proper cause, conduct itself in a manner calculated or likely to destroy or seriously to damage the relationship of trust and confidence between it and the claimant? (b) If so, did the claimant affirm the contract of employment before resigning? (c) If not, did the claimant resign in response to the respondent’s conduct?
- 21.5 The conduct the claimant relies on as breaching the trust and confidence term are the matters set out below which the claimant will say were acts of less favourable treatment on the grounds of his race.
- 21.6 If the claimant was dismissed: what was the principal reason for dismissal and was it a potentially fair one in accordance with sections 98(1) and (2) of the Employment Rights Act 1996 (“ERA”); and, if so, was the dismissal fair or unfair in accordance with ERA section 98(4), and, in particular, did the respondent in all respects act within the so-called ‘band of reasonable responses’?

Race discrimination

- 21.7 Has the respondent subjected the claimant to the following treatment?
 - 21.7.1 Made unlawful deduction from the claimant’s wages in about April/May 2019 in the sum of £3055.

21.7.2 In about April 2019 failed to carry out a return to work interview; failed to allow the claimant to have a phased return to work; failed to make a referral of the claimant to occupational health therapist, failed to support the claimant with counselling services, failed to provide employee assistance to the claimant.

21.7.3 In the manner in which the grievance was dealt with by the respondent.

21.7.4 Failing to take any action in response to the claimant's complaints that he was bullied by students.

21.7.5 Refusing to grant the claimant (In about July/August 2019) the money paid to the respondent in respect of the claimant's attendance at interview for new teaching position (the respondent by making the payment in September 2019 unreasonably delayed making the payment.)

21.7.6 Requiring the claimant, in about July 2019, to complete a new employee details form.

21.7.7 Dismissing the claimant

21.8 Was that treatment "*less favourable treatment*", i.e. did the respondent treat the claimant as alleged less favourably than it treated or would have treated others in not materially different circumstances? The claimant relies on the comparators Mrs Neal, Mrs Bates and Mrs Solomon and/or hypothetical comparators.

21.9 If so, was this because of the claimant's race (Nigerian Nationality and colour) and/or because of the protected characteristic of more generally?

Unlawful deduction of wages

21.10 Was the claimant, on or about April/May 2019, paid less in wages and contractual sick pay than he was entitled to be paid and if so, how much less?

Was the claimant dismissed or did she resign?

25.A resignation is the termination of a contract of employment by the employee. The contract will not come to an end until the employee has communicated his resignation to the employer, either by words or by conduct. A resignation need not be expressed in a formal way and may be inferred from the employee's conduct and the surrounding circumstances.

26. The respondent contends that the claimant resigned in the presentation of the email dated 27 August 2019 (p197) and by sending the email on 28 August 2019 (p196) the respondent accepted the claimant's resignation. The claimant contends that he did not resign rather he was indicating a future intention to resign if certain conditions were met.
27. We have come to the conclusion that as at the time of sending the email of the 28 August 2019 the claimant was expressing an intention to resign if certain conditions were met. The email says "*I am desirous of giving in my resignation letter*". The email makes clear it is not the resignation, that will come later in a letter if the Head Teacher can "*confirm and guarantee that I will be released from 1st September 2019.*"
28. The claimant however did not send a letter of resignation on receipt of the Head Teacher's response which stated that she was "*happy to release you from contract at Highdown and therefore your last day will be 31st August 2019.*" The claimant did not return to work at the respondent but started work at his new school on the 1 September 2019.
29. The claimant communicated an intention to resign if certain conditions were met. The conditions were met and the claimant did not return to work at the respondent when his contract required him to, instead he went to work at the new school. The combination of the claimant's email, the Head Teacher's reply to the claimant's email and the claimant's conduct in starting work at the new school in our view amounts to a resignation. The proper consideration of all the surrounding circumstances in our view shows the claimant communicated his resignation to the respondent by his conduct.

Has the respondent subjected the claimant to less favourable treatment? If, so was it on the grounds of the claimant's race?

30. An employer must not discriminate against an employee by dismissing him or subjecting him to any other detriment. An employer discriminates against an employee if because of his race he treats the employee less favourably than he treats or would treat others. Race includes colour, nationality ethnic or national origins. Where the employee seeks to compare his treatment with that of another employee there must be no material difference between the circumstances relating to each case.
31. If there are facts from which the employment tribunal could decide, in the absence of any other explanation that the employer contravened the provision concerned the employment tribunal must hold that the contravention occurred. However, this does not apply if the employer shows that it did not contravene the provision.
32. The bare facts of a difference in race and a difference in treatment only indicate a possibility of discrimination. They are not, without more, sufficient material to "could conclude" that, on the balance of probabilities, the respondent had committed an unlawful act of discrimination.

33. There must be evidence from which we could conclude that there was discrimination on the grounds of race adduced by the claimant in support of the allegations of race discrimination, such as evidence of a difference in race, a difference in treatment and the reason for the differential treatment.
34. The employment tribunal is required to go through a two-stage process if the complaint of the complainant is to be upheld. The first stage requires the complainant to prove facts from which the tribunal could, apart from the section, conclude in the absence of an adequate explanation that the respondent has committed, or is to be treated as having committed, the unlawful act of discrimination against the complainant. The second stage, which only comes into effect if the complainant has proved those facts, requires the respondent to prove that he did not commit or is not to be treated as having committed the unlawful act, if the complaint is not to be upheld.
35. In every case of direct discrimination, the employment tribunal has to determine the reason why the claimant was treated as he was. In most cases this will call for some consideration of the mental processes (conscious or subconscious) of the alleged discriminator. If the employment tribunal is satisfied that race is one of the reasons for the treatment, that is sufficient to establish discrimination. It need not be the only or even the main reason. It is sufficient that it is significant in the sense of being more than trivial.
36. Direct evidence of discrimination is rare and employment tribunals frequently have to infer discrimination from all the material facts. The explanation for the less favourable treatment does not have to be a reasonable one; it may be that the employer has treated the claimant unreasonably. The mere fact that the claimant is treated unreasonably does not suffice to justify an inference of unlawful discrimination to satisfy stage one.
37. It is not necessary in every case for an employment tribunal to go through the two-stage procedure. In some cases it may be appropriate for the employment tribunal simply to focus on the reason given by the employer and if it is satisfied that this discloses no discrimination, then it need not go through the exercise of considering whether the other evidence, absent the explanation, would have been capable of amounting to a prima facie case under stage one.
38. It is implicit in the concept of discrimination that the claimant is treated differently than the statutory comparator is or would be treated.

Has the respondent made an unlawful deduction from the claimant's wages in the sum of £3055.

39. The parties agree that the respondent deducted the sum of £3055 from the claimant's wages. The reason for the deduction is that in the period from 28 March 2019 to the 24 April 2019 the claimant was not covered by a sickness

certificate, in period the claimant was not on sick leave, he was not on paid special leave, but he was absent from work. Most of this period was the easter school holiday.

40. It is the respondent's case that the claimant was employed by as a teacher and as such the terms of his employment were governed by his statement of main terms, the nationally agreed Conditions of Service for Teachers and the respondent's employee handbook, relevant extracts from which are in the bundle.
41. The respondent's approach to calculating deductions from pay was illustrated for the claimant by providing him with an extract from the website of the NASUWT.

*"DEDUCTIONS FROM PAY When leave is granted without salary the following rules govern the deduction from the monthly salary payment of a full time teacher on the basis of 1/365th for each day of absence:-
- For any absence of four working days or less within one working week whether or not including a Monday or a Friday the deduction will take account only of working days. - In respect of any absence spanning a weekend (i.e. including Friday and the following Monday) the weekend days will be reckoned in the deduction. - For any absence of five working days, seven days (i.e. a full week) pay will be deducted. - In respect of any longer period of absence the deduction from salary will be calculated on the total number of days (working or non-working) from the first school day when the teacher is absent until the day preceding that on which he or she resumes duty except that absence for a period of one calendar month or more commencing on the first school day of a new term or ending on the last school day of a term shall be deemed to commence or end on the notional first or last day of the term defined for salary purposes. - For example, if a teacher's school opens after the Christmas vacation on the 9 January and the teacher applies and is granted leave of absence without salary from 9 January until 8 February he or she suffers loss of salary from the official date on which the term commences viz. the 1 January to 8 February inclusive. Leave without salary for a calendar month ending on the last school day before the start of the Midsummer vacation will entail loss of salary up to 31 August." (p114)*

42. At the meeting on 9 May 2019, it was explained to the claimant that by not returning to work prior to 5 April 2019 within the terms and conditions of employment for teachers this would be classed as unpaid leave. This meant that the claimant had an over payment of £3055. The school were therefore going to deduct the overpayment from the claimant over a period of 4 months to reduce the impact that this would have on the claimant.
43. The Tribunal is satisfied that the claimant was overpaid, the school were entitled to consider that the period that the claimant was away from school after 5 April 2019 was unpaid leave. Section 13 ERA provides that an

employer shall not make a deduction from wages of a worker employed by him unless the deduction is required or authorised to be made by virtue of a statutory provision or a relevant provision of the worker's contract. Relevant provision in relation to a worker's contract, means a provision of the contract comprised in one or more written terms of the contract of which the employer has given the worker a copy on an occasion prior to the employer making the deduction in question. Section 14 ERA provides that section 13 does not apply to a deduction from a worker's wages made by his employer where the purpose of the deduction is the reimbursement of the employer in respect of an overpayment of wages.

44. There was no less unlawful deduction from the claimant's wages.
45. The claimant has sought to rely on the cases of Mrs Bates, Mrs Neal and Mrs Solomon. The case of Mrs Solomon is not a relevant comparator for the claimant because the circumstances of her case were materially different from the claimant's case.
46. In respect of Mrs Bates and Mrs Neal the claimant says that they were paid for the entire periods of their absences from school in circumstances that were not materially different from his circumstances. The respondent agrees that they were paid for the entire period of their absence from school. The respondent however contends that there was a material difference in their cases from that of the claimant. In both the cases of Mrs Bates and Mrs Neal, they were covered by sickness certificates for the entire period of their absence from school. There was no period, as in the claimant's case, where there was no sickness certificate to cover the period of absence.
47. The Tribunal is of the view that consideration of the cases of Mrs Bates and Mrs Neal does not support a conclusion that the claimant was treated differently and less favourably because of his race. The reason for the difference is that in the cases of Mrs Bates and Mrs Neal they were covered by sickness certificates and therefore on sick leave for which they were entitled to be paid under the contract of employment (subject to the limit on sick pay). In the claimant's case he was paid for the period he was on sick leave, i.e. the period covered by the sickness certificate. The claimant was treated in the same way as the comparators there was no difference in treatment. The period of time that the claimant was not paid for did not apply to the comparators so in that respect their cases were materially different from the claimant's case.

In about April 2019 failed to carry out a return to work interview; failed to allow the claimant to have a phased return to work; failed to make a referral of the claimant to occupational health therapist, failed to support the claimant with counselling services, failed to provide employee assistance to the claimant.

48. The claimant did not have a return to work interview on the 25 April 2019. Mrs Chadbone upheld the claimant's complaint that he did not have a return to work interview, she concluded that 9 May 2019 was the first reasonably practicable date on which to formal return to work interview could be held.

49. On the claimant's return to work he was refused entry into the school by the receptionist and the School Manager had to come to reception to tell her that he should be let in the building. There was brief meeting between the claimant and School Manager, the conversation was limited to the School Manager telling the claimant that he should settle in, and then meet his curriculum leader to get back up to speed with what was happening with his class. There is a dispute between the claimant and the School Manager as to whether the claimant was reminded of access to Westfield Health.
50. The reason that the return-to-work interview did not take place on the 25 April 2019 was because available time was limited. There was no less favourable treatment of the claimant. The claimant has not proved facts from which the Tribunal could conclude in the absence of an adequate explanation that the respondent has committed, or is to be treated as having committed, the unlawful act of discrimination against the claimant.
51. The claimant did not have a phased return to work: the claimant did not ask for a phased return to work, nor was there any medical advice that the claimant should have a phased return to work. It was the School Manager who had stated to the claimant, in her email of the 11 March 2019, that "*once you are back, we would like to arrange a return to work interview where we can explore other options to support you at this time, such as a phased return to work*". The meeting on 9 May 2019 did not discuss a phased return to work, by this time the claimant had been back at work two weeks. The claimant did not raise the issue of a phased return to work at the meeting and in his correspondence with the respondent following the meeting the claimant raised the issue of the deduction of pay but made no mention of a phased return to work. In the meeting with Mrs Chadbone on 2 July 2019 the claimant did not raise the issue of phased return to work.
52. The claimant was not treated less favourably in respect of the failure to offer him phased return to work. It was simply not an issue when he returned to work. The claimant has not proved facts from which the Tribunal could conclude in the absence of an adequate explanation that the respondent has committed, or is to be treated as having committed, the unlawful act of discrimination against the claimant.
53. The respondent did not make a referral of the claimant to occupational health on his return to work. The claimant was not at this time desiring or requiring a referral to occupational health in April/May 2019. The respondent did offer the claimant a referral to occupational health in August 2019, at a time when the respondent understood that the claimant was returning to work in September 2019. The School Manager wrote to the claimant explaining that:

"I think you have misunderstood the intention. A recommendation from HR had been that we should consider offering you the possibility to meet with occupational health for the return to the new Academic Year in September. This is merely an offer of support to you and not a

requirement of any kind. You are at liberty to accept or refuse the offer.”

The claimant also complains that the respondent failed to support him with counselling services and failed to provide him employee assistance. This is not correct. The claimant was given the details of Westfield Health by the School Manager in the email of the 11 March 2019.

54. In respect of referral to occupational health and providing support by the employee assistance programme, the claimant was not treated less favourably. The claimant has not proved facts from which the Tribunal could conclude in the absence of an adequate explanation that the respondent has committed, or is to be treated as having committed, the unlawful act of discrimination against the claimant.
55. The claimant complains about being required, in about July 2019, to complete a new employee details form. We accept the evidence of the School Manager that there was no requirement to complete a new employee details form, the claimant was asked to inform the respondent of a change of address for correspondence.
56. The claimant was not treated less favourably by being required to provide his address by completing an employee details form. The claimant has not proved facts from which the Tribunal could conclude in the absence of an adequate explanation that the respondent has committed, or is to be treated as having committed, the unlawful act of discrimination against the claimant.

Dealing with the claimant's grievance

57. After correspondence between the claimant and the respondent about the deduction of pay for the period from 5 April to 24 April 2019 the respondent came to the conclusion that they were going round in circles with the claimant on the issue and not getting anywhere in resolving it. The School Manager therefore arranged for a meeting to take place with a HR Consultant to try and resolve matters with the claimant. The claimant attended the meeting on 2 July and was subsequently given a detailed decision on the issues by Mrs Chadbone (p248) which explained her decisions and gave the reason for them. Except for some minor points the claimant's grievances were not upheld. The meeting with Mrs Chadbone was outside the respondents grievance procedures, it was not a grievance meeting according to the school's procedures. It remained open for the claimant to raise a grievance under the school's procedures and in fact the claimant later did just that.
58. There was not less favourable treatment of the claimant in the way that this matter was dealt with. Getting Mrs Chadbone involved was designed to try and get a fresh pair of eyes on the situation and review the decision taken. The claimant was in fact given an additional avenue for resolving his grievance which took nothing away from his right to raise a grievance under

the school grievance procedure. In fact, at that stage the claimant had not raised a grievance under the school's grievance procedure. The claimant has not proved facts from which the Tribunal could conclude in the absence of an adequate explanation that the respondent has committed, or is to be treated as having committed, the unlawful act of discrimination against the claimant in dealing with his grievance.

Failing to take any action in response to the claimant's complaints that he was bullied by students.

59. The claimant did not give any evidence in support of the conclusion that the respondent failed to take any action in response to the claimant's complaints that he was bullied by students. The evidence was to the contrary. We were told about two incidents, one in 2015 when the school took action of which the claimant approved, and a further incident occurring on the 5 July 2019 following which "*the students involved were sanctioned in line with [the school's] behaviour policy*".
60. In respect of failing to take any action in response to the claimant's complaints that he was bullied by students. The claimant has not proved facts from which the Tribunal could conclude in the absence of an adequate explanation that the respondent has committed, or is to be treated as having committed, the unlawful act of discrimination against the claimant.

Payment of money for attending interview

61. The claimant requested and was granted time off to attend interviews. This was taken as unpaid leave. In respect of one occasion the claimant was paid by his new school to attend an interview on 14 June 2019. The respondent initially deducted half a day's pay from the claimant. When the claimant raised the matter with the School Manager and produced evidence that the new school was going to pay for the claimant attending interview the respondent paid the claimant the money and invoiced the new school. The claimant did not receive the payment from the respondent until September 2019. The school Manager explained the situation to the claimant in an email dated 16 September 2019 as follows:

"You were employed at Highdown School and Sixth Form Centre until the 31st August and that you did not tender your resignation and seek early release from your contract until the 27th August 2019. I am sure that you can appreciate that such a short period of notice is not sufficient to terminate your file in terms of payroll etc.

In terms of the deductions from salary as listed below, I can confirm that you were not deducted for your attendance of the Induction day at JMA on the 25th June. On the 14th June there was only a half day deduction for the interview. We were not aware of any communication you had had with JMA regarding payment for this. As such you were deducted £60.39 for the half day of the 14th June.

As you have since produced evidence that JMA will pay for the interview

to be attended we have now raised an invoice to the Academy for this.”

62. In respect of this aspect of the case the claimant has not proved facts from which the Tribunal could conclude in the absence of an adequate explanation that the respondent has committed, or is to be treated as having committed, the unlawful act of discrimination against the claimant.

Constructive dismissal

63. Did the respondent breach the so-called ‘trust and confidence term’, i.e. did it, without reasonable and proper cause, conduct itself in a manner calculated or likely to destroy or seriously to damage the relationship of trust and confidence between it and the claimant? The conduct the claimant relies on as breaching the trust and confidence term are the matters set out above which the claimant contended were acts of less favourable treatment on the grounds of his race. The Tribunal has found that the claimant was not treated less favourably in the matters about which he has complained for the reasons set out above. The conduct on which the claimant relies for the purposes of proving that there was a breach of the term of trust and confidence has not been established. The claimant was therefore not constructively dismissed because the respondent did not breach a fundamental term of the claimant’s contract of employment.

Conclusion

64. The claimant’s complaints are not well founded and are dismissed.

Employment Judge Gumbiti-Zimuto
Date: ...5/5/21.....

Sent to the parties on:

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For the Tribunals Office

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