



EMPLOYMENT TRIBUNALS (SCOTLAND)

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Case No: 4109009/2021 (V)

Hearing on 9 July 2021 by CVP

10

Employment Judge Campbell

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Mr F MacIntyre

**Claimant
Represented by:
Mr Douglas Jaap,
Solicitor**

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Geo Amey Pecs Limited

**Respondent
No appearance**

JUDGMENT

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The judgment of the employment tribunal is that:

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1. The respondent was in breach of the claimant's contract of employment by not paying him salary for the month of November 2020, and the respondent is ordered to pay the claimant **£2,022.20** by way of damages;
2. The claimant was unfairly dismissed contrary to section 94 of the Employment Rights Act 1996, and the respondent is ordered to pay the claimant the sum of **£11,255.06** as compensation.

REASONS

1. This claim arises out of the claimant's employment by the respondent, which began on 1 March 2005 and ended on 27 November 2020 with his resignation.

The claimant alleges that he resigned in response to a material breach of his contract by the respondent, and therefore was constructively unfairly dismissed.

2. The claimant gave evidence at the hearing. There was no appearance by or on behalf of the respondent. It had not lodged a response form (ET3) despite being correctly designated in the claim form and all indications being that the claim had been properly intimated to it.
3. The claimant provided a paginated bundle of documents which was referred to in his evidence, and where appropriate references are made below to page numbers of that bundle. This included a schedule of loss. A note of closing submissions was also provided by his solicitor.

LEGAL ISSUES

4. The legal questions before the tribunal were as follows:
 - 4.1. Did the respondent materially breach an explicit or implied term of the claimant's contract of employment?
 - 4.2. If so, did the claimant resign promptly in response to the breach, so that he was constructively dismissed within the terms of section 95(1)(c) of the Employment Rights Act 1996 ('ERA')?
 - 4.3. If yes, was the dismissal fair or unfair, taking into account the requirements of section 98 ERA?
 - 4.4. If it was unfair, what compensation and/or damages if any should be awarded?

APPLICABLE LAW

5. By virtue of Part X of ERA, an employee is entitled not to be unfairly dismissed from their employment. The right is subject to certain qualifications based on matters such as length of continuous service and the reason alleged for the dismissal.

6. An employee may terminate the contract but claim that they did so because their employer's conduct justified the decision. This may be treated in law as a dismissal under section 95(1)(c) ERA, commonly referred to as constructive dismissal. The onus is on the employee to show that their resignation amounted to dismissal in that way. The employer's conduct prompting the resignation must be sufficiently serious so that it constitutes a material, or repudiatory, breach of the contract. The breach may take place or be anticipatory, i.e. threatened. It may be way of a single act or event, or a chain of events ending with a 'last straw'. The employee must resign in response to the breach, and not delay unduly in doing so or they may be deemed to have accepted or affirmed the breach.
7. Unless the reason for dismissal is one which will render termination automatically unfair, the employer has an onus to show that it fell within at least one permitted category contained in section 98(1) and (2) ERA.
8. Whether a dismissal is direct or constructive, a tribunal must consider whether the employer acted reasonably in relying on that reason to dismiss the individual. That must be judged by the requirements set out in section 98(4) ERA, taking in the particular circumstances which existed, such as the employer's size and administrative resources, as well as equity and the substantial merits of the case. The onus of proof is neutral in that consideration.

FINDINGS OF FACT

9. The following findings of fact were made as they are relevant to the issues in the claim.
10. The claimant was an employee of the respondent from 1 March 2005 until his resignation date of 27 November 2020. The respondent provides security services and in particular it operated under a contract to transport prisoners in custody to and from courts in Scotland. That included providing a security presence in court rooms when prisoners were appearing before a judge.
11. The claimant was latterly employed by the respondent as a Regional Manager. His responsibility was to oversee the operation of the prisoner transport contract in certain sheriff court areas of Scotland. His duties involved ensuring that

security personnel were properly allocated to transport prisoners and to attend courts where prisoners were appearing. A part of his role was responding to requests and issues which were raised about the security staff working on the contract. He oversaw around 100 staff.

5 12. In October 2019 a Sheriff Principal made a complaint to the respondent about the failure to provide security staff to cover a dock within one of the court rooms at Airdrie sheriff court. Two senior employees of the respondent had to account for the complaint, namely Brian Cooper, Account Manager and the most senior manager on the contract and Beverly McGregor, Head of Operations who was
10 the next most senior person to Mr Cooper and the claimant's line manager.

13. Following the complaint the claimant was required to gather daily performance information on staffing levels and court arrival times, and provide weekly reports by telephone to Mr Cooper and Ms McGregor about staffing of the courts in an attempt to ensure the situation did not arise again. This created a degree of
15 additional work and stress for the claimant. It was not straightforward to obtain the information. He was aware that there were dock manning failures in other courts in Scotland for which he was not responsible, but understood the same process was not being followed in response to them. He felt there was a degree of inconsistency and injustice in the respondent's approach.

20 14. From January 2020 the claimant experienced some difficulties in his personal life which caused him stress and anxiety. He made the respondent aware of those. At the same time his workload increased as a result of the increased reporting duties referred to above, and other work.

25 15. In March 2020 the claimant was asked by Lorna Collins, HR Operations Manager, to undertake an investigation in relation to an incident which had happened at Hamilton sheriff court. A prisoner had allegedly been assaulted by five of the respondent's security staff while in custody. The complaint had been made by another member of staff who claimed they witnessed the assault.

30 16. The claimant investigated the incident by taking statements of all the staff involved in accompanying the prisoner. He interviewed the employee making the complaint. He then interviewed those accused of the assault, who all denied it

taking place. He spoke again to the complainer, whose account of events became more vague. There had been one other witness, whose account did not corroborate the complainer's account. There were no other witnesses present to speak to. The claimant attempted to obtain a copy of CCTV footage from the court to see if it clarified what had occurred. There was a delay in getting a response from the court. He was ultimately told by the court that it had been lost.

17. The claimant completed his investigation in or around July 2020. His conclusion was that there was insufficient evidence to justify taking further action.

18. Following the conclusion of the claimant's investigation he was notified by Ms McGregor that there would be a separate investigation into his conduct of it. It was alleged that he had not reported to the respondent's HR department that he was undertaking the investigation. The claimant did not understand that he required to do so on the basis primarily that he had been asked by an HR Manager to carry out the investigation. He thought it was implicit that HR were aware of what he was doing.

19. The claimant's relationship with Ms McGregor had become strained by this point over a number of matters.

20. On 23 July 2020 the claimant met Ms McGregor for coffee at a hotel adjacent to Hamilton sheriff court. She challenged him on some emails he had written to colleagues, which she thought were aggressive. The claimant believed he was just providing straightforward answers to queries that had been raised.

21. The claimant also discussed at this time that he was finding it difficult to cope with his workload and had personal issues to deal with in addition. Ms McGregor told him about someone she knew who had difficulty with maintaining their work/life balance and who had given up their job and felt better for it. The claimant took this to be an implied suggestion that he should resign. From this point he felt that he was being 'managed out' of his employment.

22. The claimant took a week of annual leave from 27 July 2020. He felt he needed a break from work and also was mindful that it was the anniversary of his

daughter dying. He made Ms McGregor aware of these being the reasons why he wished to take some time off.

23. The claimant returned to work on Monday 3 August 2020. Although he found the break to be beneficial, when he returned he had a large volume of emails waiting for him which made him feel under stress again. Some of the emails were from Ms McGregor, making work requests. Whilst the nature of the requests was not untoward, the claimant felt that they should not have been sent while he was on leave so that he would return to them. At the same time there appeared to him to be a lack of recognition or empathy over his leave being largely for the good of his mental health. This indicated to him a lack of consideration for his mental state.

24. There was an operational managers' meeting on or around 3 August 2020. The claimant attended along with other senior employees. The claimant and two other managers at a similar level were told that there was to be a restructure and they would have to be interviewed for two new roles. The interviews would be conducted by Lorna Collins. The claimant found this to be an issue as he had difficulties in dealing with her recently before. That related to the investigation he had undertaken into the alleged prisoner assault and also exchanges they had had earlier in the year over how the claimant would carry out remote meetings with her. He had accidentally broken two of his front teeth and through feeling self-conscious while awaiting treatment, he had asked to conduct discussions by telephone rather than on screen. Ms Collins had been resistant to that. As a result of his experiences the claimant felt that he would not be fairly assessed by Ms Collins in an interview process.

25. The claimant began a period of sickness absence on 6 August 2020. He arranged a telephone consultation with his GP and obtained a fit note. This stated the reason for absence to be 'stress and anxiety'. He obtained further fit notes throughout his absence period. Initially they covered a period of two weeks at a time but latterly covered four. They stated that the claimant was not fit for any work duties. He did not return to work before resigning.

26. By letter of 7 August 2020 Lorna Collins wrote to the claimant to ask him to attend what was described as a fact-finding investigation meeting on 11 August 2020 at the Bellshill vehicle base [52]. The purpose of the investigation was said to be *'to establish the facts regarding...Your involvement with an alleged assault on a custody.'* Although the wording suggested the claimant had been involved in the original assault, he understood this to be an investigation into how he in turn had investigated that original incident. He was unsure what he could add to that process unless the court CCTV footage could be found.
27. The claimant submitted a grievance by letter dated 10 August 2020 [67-70]. The grievance was said to relate to Mr Cooper, Ms McGregor, John Campbell, who was another Head of Operations although not the claimant's line manager, and Ms Collins.
28. In the letter the claimant referred to a number of the matters above, including the conversation he had with Ms McGregor on 23 July 2020, the additional information gathering and reporting requirements placed on him as a result of the Sheriff Principal's complaint, Ms Collins' refusal to allow him to conduct remote discussions by telephone rather than Skype video calls, the respondent's intention to investigate his conduct of the investigation into the alleged prisoner assault, the perceived intrusion by email while he was on leave, the proposed reorganisation of roles explained at the meeting on 3 August 2020 and the way it was communicated. He also made some additional complaints.
29. In early September 2020 the respondent asked the claimant to attend an occupational health appointment by telephone. The claimant agreed and the consultation was held on 14 September with Wendy Robinson, an occupational health advisor with Medigold Health, a third party provider of occupational health services to the respondent.
30. The claimant's impression was that the focus of the discussion was whether he was fit to attend an investigation meeting of the type proposed in Ms Collins' letter of 7 August 2020.
31. Ms Robinson issued a written report based on her consultation to both the claimant and the respondent dated 21 September 2020 [59-61].

32. The letter narrated some background factual matters, including that the claimant had conducted an investigation into the incident at Hamilton sheriff court and was being asked to provide further input.

33. The letter went on to state:

5 *'Mr MacIntyre speaks to a counsellor on a fortnightly basis and he is finding this very helpful. Although he has only so far had two sessions, and is likely to need a considerable amount more, particularly with regard to the pressure that he feels has been placed upon him by his Managers.*

10 *He has also obtained the support of his Union and I believe that they have been in touch with Amey with a request to amend communications from Amey, for which he felt were inaccurate, however Mr MacIntyre stated that he still feels nervous, agitated and upset when he contemplates his working role, or environment. He has also been prescribed medication but has only*
15 *been taking this for one month and it may take some time more, to reach its full effect.*

During our conversation Mr MacIntyre went into detail regarding his feelings and the situation that has occurred at work regarding the investigation process. As our discussion went on he became noticeably upset, and this became more and more apparent as the consultation progressed.

20 *It was clear that he is extremely distressed by recent events, not only those at work, but also his domestic situation, but work events do appear to be the main focus of his anxieties at the moment.'*

34. In a section of the letter headed 'Conclusion and Recommendations' the following question was raised

25 ***'In your professional opinion, should, pending on what is shared during the ongoing investigation process it is deemed appropriate to undertake disciplinary action, is this employee fit and well to be present and engage with senior management to provide further information in a face to face meeting, or in written form?'***

Ms Robinson stated in response:

5 *'Following our conversation today and the obvious distress that this caused to Mr MacIntyre it is my opinion that he is not fit for work in any capacity, as his anxiety levels were noticeably increasing during the consultation. He has also only been taking medication for one month and only had two sessions with his counsellor, therefore he is in very early days of therapy and may need some time yet before he can develop coping mechanisms.'*

10 *With regard to the investigation process, Mr MacIntyre did talk about this in great detail and I believe that all actions carried out by him were typed up in his Managers report, therefore it is likely that this will provide all information that Mr MacIntyre were to provide in person and if possible it should be used as his detailed account in order to avoid for him the anxiety and stress of any interactions at this time. If the CCTV footage is now available, I recommend that if possible it is added to his report and used as a complete record for the purposes of the investigation.'*

15 *Naturally, this is a Company matter, but as Mr MacIntyre is extremely distressed at the moment it would be the most expedient way of resolving the matter, without placing further stress, anxiety and potential serious mental health pressure upon him.'*

20 *As stated, he was extremely stressed and upset during our consultation and therefore it is my opinion that engagement with the Company at this time would unacceptably exacerbate his symptoms and worsen his condition.'*

35. Further on in the letter it was stated:

25 *'I recommend that he is reviewed when he has had approximately 6 sessions of counselling in total as this would also be around the time when his medication would be expected to take full effect.'*

30 36. On receipt of the report the respondent asked Ms Robinson to consider some further questions. She issued a second report which also had the date 21 September 2020 [64-66] and asked that the first report be treated as superseded by it.

37. In the second report the wording quoted above was still present.

38. Five questions had been added and Ms Robinson had responded to them. Those were as follows:

'Specific Questions

5 **1. In your professional opinion, what is the current status of the employees' mental wellbeing and your prognosis?**

10 *Mr MacIntyre's mental health is currently significantly fragile and he is taking prescribed medication as well as receiving therapeutic counselling. During our consultation he became increasingly distressed, particularly when discussing his work situation. This is likely to be the case until he has effective medical intervention and become well enough to participate in discussions within his workplace.*

15 **2. Is the high pressures within the custodial services exacerbating ongoing stress within the workplace, already displayed in the employee's time of work?**

There was not indicated as Mr MacIntyre predominantly referred to what he felt was a lack of support from his managers. He did not express concern regarding his job role per se.

20 **3. What guidance (if any) has been issued to the employee from external services (for example: GP or mental health services) to support a recovery period?**

25 *Mr Macintyre is in the very early stages of counselling therapy, having only two sessions at the time of our consultation. He also takes prescribed medication and has been given wellbeing advice by his GP. All of these are appropriate interventions for what is a relatively recently diagnosed mental health condition.*

4. Is the employee fit to participate with preferably a face to face meeting, or via digital platform (Microsoft Teams, Conference Call)?

5 *Due to the severity of Mr MacIntyre's symptoms and the short time he has been receiving treatment it is my opinion that he remains unfit to participate in a meeting but may be fit to do so after he has had several more sessions of counselling. This will also give his medication time to reach full effect.*

10 **5. Does employee have a disability within the meaning of the Equality Act 2010. If so, what substantial adverse and long-term effects does the condition(s) have (if any) upon the employee's ability to participate with the duties of their role (for example, managerial decision making)**

15 *Although Mr MacIntyre is suffering significant mental health symptoms, they have been present for only a few months and appear to be largely exacerbated by his working situation, therefore it is my opinion that he is unlikely to be covered by the provisions of the Equality Act at this time, although this may change if his symptoms persist. Please be aware that this is ultimately a legal decision and not a medical one.'*

20 39. The claimant undertook counselling sessions, initially every two weeks, from early September 2020 until May 2021.

25 40. The respondent requested the claimant via his trade union representative to take part in a further occupational health consultation. He was first asked to do so by Fiona McDonald, a member of the HR team, around the first week of October 2020. The claimant felt that this was too soon after the initial consultation and that it went against what the report advised, which was to allow time for at least six further counselling sessions and for his medication to take effect. He therefore did not agree to having the consultation at that time.

41. The claimant was asked again in November 2020 by Ashley Stark, another HR Advisor with the respondent, to undertake an occupational health consultation.

Again he felt that this was too soon and that the respondent was rushing the process, causing him further stress.

42. Ms Stark emailed the claimant directly on Wednesday 25 November 2020 at 6.28pm [75] as follows:

5 *'Dear Fraser,*

I am writing to request you contact me soonest. At your request during your period of absence, the business has been communicating on your behalf with your Community TU representatives Bill McAlpine and Steve Farrell. During your absence you have failed on two occasions to attend occupational health telephone appointments. It was made clear to your representative Steve
10 *Farrell after the second occasion you failed to attend occupational health we would exercise our right to withhold your pay should you continue not to engage with occupational health.*

In order to resolve this issue, can I please ask you contact me direct or via
15 *your TU representative in order to confirm your availability to attend an Occupational health appointment.*

Yours sincerely,

Ashleigh Stark

HR Advisor'

20 43. The claimant was due to receive his salary payment for November 2020 on Friday 27 November 2020. When that day came he received no payment from the respondent. He was not paid any salary for November 2020 subsequently. This put the claimant under immediate pressure in relation to meeting household expenses.

25 44. The claimant sent a resignation letter to the respondent dated 27 November 2020 [30-31]. He intimated that he was resigning with immediate effect. He said that

'I feel that I am left with no choice but to resign in light of my recent experiences regarding fundamental breaches of my contract and a breach of mutual trust and confidence.'

5 45. The claimant went on to make reference to the email from Ms Stark (said to be dated 22 November, but this was an error as it was dated 25 November 2020) and to state that he had not failed to attend any occupational health consultation, but rather had not agreed that any were yet necessary based on what Ms Robinson had advised following the first consultation.

10 46. He stressed the proximity of the email to his salary payment date, which put him in a difficult situation financially. He said that it caused him further unnecessary stress and anxiety.

47. The claimant gave five reasons why he was resigning, as follows:

1. *'Failure to correctly address grievance submitted.'*
2. *'Failure to pay employee correct wages without consultation or valid reason.'*
- 15 3. *'Giving employee excessive workload which is likely to make them fail, feel pressured and or become stressed.'*
4. *'Harassing/discriminating against employee.'*
5. *'Embarrassing/humiliating employee in front of colleagues.'*

20 48. The claimant received no response to his resignation letter.

Mitigation and losses

25 49. The claimant secured some part-time work based in the warehouse of the delivery company DPD through a friend. He was originally based at Cambuslang but became a Manager and moved to Eurocentral, Bellshill and is now working full time.

50. The claimant calculated his losses as follows.

51. His annual salary was £35,500. He received **£2,022.20** per month net from the respondent. He received no salary for November 2020 and so was seeking this figure to cover the period up to his resignation being received as effectively damages for a breach of his contract.

5 52. He earned various amounts between December 2020 and March 2021 with DPD and is claiming the difference between his net salary with the respondent and those amounts, calculated as follows:

52.1. December 2020 - £279.79

52.2. January 2021 - £1,099.23

10 52.3. February 2021 - £987.29

52.4. March 2021 - £518.75

53. The total of those net losses is **£2,885.06**.

54. As of April 2021 the claimant has earned more in his role with DPD than he did with the claimant, and so is claiming no further losses.

15 55. He seeks **£300** for loss of his employment rights as a result of having to start again with a new employer.

56. He also seeks a basic award calculated according to the statutory formula. His date of birth is 24 February 1981. This would amount to **£8,070**.

20 **DISCUSSION AND CONCLUSIONS**

57. A breach of contract founded upon to support a constructive dismissal claim may be the breach of either a specific term or the underlying obligation to maintain mutual trust and confidence. The concept of the latter is described in *Malik v Bank of Credit and Commerce International SA [1998] AC 20*. In this claim
25 the claimant alleges both types of breach.

58. The claimant's primary complaint is that the respondent breached the fundamental express term of payment of wages, by non-payment of his salary for November 2020. He also argues that the respondent destroyed the relationship of trust and confidence by way of a course of conduct from potentially
5 as far back as late 2019 or early 2020, culminating in the non-payment of his salary on 27 November 2020.

Alleged breach of an express term

59. It was a fundamental express term of the claimant's contract that he would be paid the monthly pro-rata portion of his annual salary, less lawful deductions for
10 income tax and employee national insurance contributions, on or before the end of each month.

60. There was no evidence of the respondent having any contractual power to refrain from making such payments or in any way to change the terms on which such payments would be made, such as in relation to timing or amounts.

15 61. There was no evidence of circumstances existing which might allow an employer to exercise a power to make deductions from, or withhold, the claimant's pay had it the contractual power to do so. For example, there was no evidence that the claimant had caused financial loss to the respondent, or lost, withheld or damaged its property, or previously been overpaid.

20 62. It is clear from the email of Ashley Stark dated 25 November 2020 that the respondent's reason for non-payment of the claimant's salary was that she considered it was warranted because he had *'failed on two occasions to attend occupational health telephone appointments.'* There was no evidence of the respondent having such a power in that situation and in any event the claimant
25 had not failed to attend any appointments. He had not agreed to their being arranged, with just cause to do so.

63. Not every breach of an express term of an employee's contract will be fundamental or material enough to go to the root of the contract and so justify the employee resigning. The term itself may be secondary to the more fundamental

aspects of the contract, or the breach itself may be so innocuous that the threshold of materiality is not crossed.

64. In this case however, what is commonly recognised as one of the most fundamental terms of an employee's contract – the right to be paid – was breached and in a particularly egregious way, given that the action was taken with very little notice and not quickly rectified.

65. As far back at least as the EAT judgment in *Industrial Rubber Products v Gillon [1977] IRLR 389* it has been recognised that the right to remuneration is a fundamental element in any contract of employment.

66. On the evidence therefore a clear finding can be made of the respondent materially breaching a fundamental express term of the claimant's contract in the way complained.

Alleged breach of mutual trust and confidence

67. Although the above findings render it in a sense academic to determine whether the respondent breached the term of mutual trust and confidence, for completeness it is recorded that the respondent did so.

68. The respondent breached the implied term of mutual trust and confidence existing between the parties by its course of conduct between early October 2020 and 27 November 2020, namely:

(i) by requesting twice within that time that he attend a further occupational health consultation when it was evidently premature to do so;

(ii) by then accusing him of failing to attend scheduled consultation appointments;

(iii) by threatening to stop payment of his salary as a result; and

(iv) by then stopping the payment of his salary.

69. The above course of conduct was, objectively viewed, calculated or likely to destroy or seriously damage the relationship of confidence and trust between the

parties, per *Malik* above. As such it was a material breach and repudiation of the contract.

70. Although there is no need for the last event in a course of conduct to amount to a breach in itself, in the current claim it is found that the act of stopping payment of the claimant's salary with little more than a working day of notice was a repudiatory act. It left the claimant, absent from work on grounds of stress and anxiety, very little time to respond before the effects of not receiving his monthly pay would be felt. In the context of the terms of the Medigold report of 21 September 2020 in particular, it was a clear example of conduct calculated to damage or destroy the underlying relationship of mutual trust and confidence. The essential message of the report was that the claimant's mental health was fragile and should not be put at further risk by way of exposure to work-related issues.

71. Even had the respondent been able to establish a contractual right to stop the claimant's pay in these circumstances, the way in which it exercised any discretion would nevertheless have amounted to such a breach. An employer is under a duty not to exercise a contractual power in a malicious or capricious way, per *United Bank Ltd v Akhtar [1989] IRLR 507*. That is what the respondent in this case would have been doing if it had any such power.

20 **Did the claimant resign promptly in response to a material breach of contract**

72. It is clear from the claimant's resignation of 27 November 2020 – the day his salary should have been paid – that he was resigning in relation to a number of events culminating in the threat not to pay his salary which was then implemented.

73. As such it is found that the claimant resigned promptly in response to both the breach of his express right to be paid and the breach of mutual trust and confidence described above.

74. Accordingly it is found that the claimant was constructively dismissed.

30 **The reason for dismissal and whether it is fair**

75. The onus of proving the reason for dismissal falls on the respondent if it wishes a tribunal to find that the reason was fair within the terms of section 98(1) and (2) ERA. The respondent has been unable to do so in this case. Not only was it not represented at the hearing, but there was no documentary evidence to support such a finding in its absence.

76. Furthermore, despite the test contained within section 8(4) carrying a neutral onus, it is found that the respondent did not act reasonably, whatever reason it had for constructively dismissing the claimant, given its size and resources, equity and the substantial merits of the case. As already discussed, the respondent proceeded to take the drastic step of non-payment of salary on very little notice, based on the flawed premise that the claimant had failed to attend appointments, and when it knew his mental health was in a fragile state.

77. Therefore on consideration of the requirements of Section 98(1), (2) and (4) ERA it is found that the claimant was unfairly constructively dismissed.

15 **Conclusions**

78. On the basis of the above findings the claimant suffered a breach of his contract of employment through non-payment of his salary for November 2020 and the respondent is ordered to pay the net amount of that, namely **£2,022.20** as damages.

20 79. As the claimant was unfairly dismissed he is entitled to a basic award as specified above. There are no grounds on which to make a reduction to it.

80. He is also entitled to a compensatory award in the circumstances. He has made reasonable efforts to mitigate his losses and indeed has managed to do so entirely within a relatively short time. He is accordingly awarded the full extent of his post-termination monetary losses claimed as above, together with the sum claimed for loss of employment rights.

81. Together those three figures amount to **£11,255.06** and this is the sum the respondent is ordered to pay as compensation for his unfair dismissal in addition to the damages awarded above.

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Employment Judge: Brian Campbell

Date of Judgment: 22 July 2021

10 Entered in register: 23 July 2021
and copied to parties