



EMPLOYMENT TRIBUNALS

Claimant: Mr J Jaffrey
Respondent: Euro Garages Ltd

REASONS

as requested by the Respondent after promulgation of Judgment

1. The Claimant was employed by the Respondent as a Greggs Franchise Manager from 13 June until 6 December 2019 when he was summarily dismissed for failing to complete his six month probationary period satisfactorily.
2. He pursued the following claims before this Tribunal:
 - (i) Dismissal for refusing to comply with a requirement of the Respondent to work for more than 48 hours per week in breach of the Working Time Regulations contrary to s.101A Employment Rights Act 1996 ("ERA");
 - (ii) Detriment because the Claimant refused to comply with a requirement to work more than 48 hours per week (s.45A ERA);
 - (iii) Dismissal for asserting a statutory right (not to work more than 48 hours a week in breach of the Working Time Regulations) contrary to s.104 ERA;
 - (iv) Direct race discrimination and harassment contrary to s.13 and s.26 of the Equality Act 2010 ("EqA") arising from incidents alleged to have occurred on either 31 September or 1 October 2019 and 4 December 2019.
 - (v) Victimisation contrary to s.27 EqA by reason of his dismissal;
 - (vi) Wrongful dismissal by reason of the Respondent's failure to pay him money in lieu of notice on his dismissal; and
 - (vii) Unauthorised deductions of wages contrary to s.23 ERA
3. The claims, and the issues and legal requirements that had to be addressed by the Tribunal in considering them, were fully explained in the Case Summary attached to the Case Management Orders which were made by the Tribunal at the Case Management Preliminary Hearing held on

9 March 2021 before Employment Judge Maxwell. There is no need for the Tribunal to outline those matters again in these Reasons. There was an Agreed Bundle of documents, which included a Supplemental Bundle (Exhibit 1). The Tribunal received evidence from the Claimant and Mr G Crouch, a former employee of the Respondent, who gave evidence in chief by written statements (Exhibit C1 and C2 respectively).

4. The Tribunal also received evidence on behalf of the Respondent from Mr B Alvarez, Area Manager, and Mrs L Parker, Store Manager, who gave their evidence in chief by written statements (Exhibit R2 and R3 respectively). The Respondent provided a Cast List and Chronology (Exhibit R4). Mr Keith provided written submissions in support of his oral submissions (Exhibit R5).
5. The Claimant commenced his employment as the Manager of the Greggs franchise situated at the Respondent's service station at Ramshill, Petersfield on 13 June 2019. He was contracted to work 44 hours per week together with such additional hours necessary for the performance of his duties for which he was not entitled to receive additional remuneration. His normal place of work was stated to be Ramshill but he could be required to work at other locations as the Respondent might reasonably require. He was not entitled to be paid for travelling time to and from his places of work. His contract of employment was subject to satisfactory completion of a six-month probationary period, during which period he was entitled to one week's notice of dismissal which the Respondent was entitled to pay him in lieu.
6. The Claimant informed the Tribunal and Mr Keith at the start of the Hearing that his witness, Mr Crouch (a former franchise manager who had been working for the Respondent at the time of the Claimant's employment with the Respondent) had recently, and unexpectedly, been taken into hospital. His medical condition was uncertain. This meant that he might not be able to attend the Tribunal to give evidence. The Hearing had been listed for three days. The Tribunal decided that it would commence the Hearing and review the position as to Mr Crouch after it had completed its reading and received evidence from the Claimant and the Respondent's witnesses.
7. During the course of the Hearing it was confirmed that Mr Crouch would not be able to attend the Hearing and that he was also unable to attend the Hearing remotely. The Tribunal adjourned the Hearing to a new date which, on the basis of the medical information it had received, provided a suitable period of time for Mr Crouch to recover from his medical difficulties. The adjourned hearing was listed for two further days to enable the Tribunal to receive Mr Crouch's evidence and submissions from the parties and then deliberate as to judgment.
8. During his evidence the Claimant informed the Tribunal that when in early October Mr Crouch informed him that Mr Chogugudza had referred to him as a "Paki Bastard" he took this allegation with a pinch of salt. He was getting on well with Mr Chogugudza at this time. He had no issues with his management; and, he was also concerned that Mr Crouch might not have been telling the truth. The Tribunal was satisfied that the Claimant's evidence could not support his claim of direct race discrimination and harassment

against the Respondent (contrary to s.13 and s.26 EqA) which relied on the remark Mr Crouch had reported had been made by Mr Chogugudza about the Claimant on either 30 September or 1 October 2019 and this claim was dismissed.

9. The Claimant confirmed that he was aware of relevant time limits for filing claims before the Employment Tribunal. He was also aware that the claim which he had filed pursuant to s.45 ERA had been submitted outside the relevant time limit. The Tribunal concluded that the Claimant's evidence confirmed that this claim had been filed out of time when it had been reasonably practicable for the Claimant to have submitted this claim within the relevant statutory time limit. Therefore, his claim that he had suffered a detriment because he refused to comply with the requirement to work more than 48 hours per week was also dismissed when the case was adjourned.
10. After receiving Mr Crouch's evidence at the adjourned hearing the Tribunal made the following findings of fact after considering all the oral and documentary evidence referred to it together with the oral submissions received from the Claimant and the oral and written submissions received from Mr Keith.
11. The Claimant was involved in induction training for approximately three weeks after commencing his employment with the Respondent. He was based at another Greggs franchise in Petersfield during this period of time and substantially supported by Ms Olah, a Flex Manager, before commencing management of the store at Ramshill.
12. Mr Chogugudza became the Claimant's Line Manager in or around mid-September 2019. The Claimant claims that Mr Chogugudza continually required him to cover other stores, and agreed that he would be paid for his travelling time in doing so, and for any extra hours of work this involved. He also asserts that he made repeated complaints to the HR Department about Mr Chogugudza's behaviour towards him which included complaints that Mr Chogugudza had threatened to dismiss him if he did not provide cover for other stores and work the hours required to do so.
13. The Respondent had a complete record of all the shifts which the Claimant had worked during his employment with the Company. These records confirmed the Claimant's clocking in and clocking out times for all the shifts which he worked, and which store he worked in on each shift.
14. The shift record confirms that the Claimant worked a total of 130 shifts during his employment. The Claimant worked 15 shifts at the Respondent's Hayling Island store between 22 July and 19 October 2019. Seven of those shifts were worked by the Claimant before Mr Chogugudza became his Area Manager. He worked four shifts at the Respondent's Locks Heath store in early August 2019. He did not work any shifts away from the Ramshill store from 2 - 30 September 2019. He did work eight further shifts at the Hayling Island store between 1 and 19 October 2019. He worked the remaining 37 shifts of his employment from 20 October - December 2019 at Ramshill. Mr Chogugudza did not require him to work shifts at any other store

after 19 October 2019.

15. The Claimant told the Tribunal that he contacted the Respondent's HR Department on 2 and 3 December 2019 to complain about his continuing attendance at other stores and to submit that he was entitled to outstanding wages and travelling expenses for those attendances. The Claimant could not particularize to whom he had made these complaints / claims or the details of them. The Respondent's HR Department had no record of receiving these complaints on those dates, or any other record of receiving complaints from the Claimant about either Mr Chogugudza or Ms Olah. The Claimant has not been able to particularize when he asserts he made any other complaints, to whom those complaints were made and details of those complaints.
16. On the morning of 4 December an auditor attended the Ramshill store by prior arrangement with the Claimant to conduct an audit in accordance with usual auditing procedures. After completing the audit she reported to the HR Department that she was concerned that she had smelt alcohol on the Claimant's breath, and that he refused to engage properly with her when she was providing her report to him on the audit. Mr Chogugudza and Ms Olah were working together at the Hayling Island store on that morning. They were instructed by the HR Manager who had spoken to the auditor to attend on the Claimant at Ramshill as soon as possible.
17. Later that day Mr Chogugudza and Ms Olah reported to Mr Alvarez, Mr Chogugudza's Area Manager that the Claimant had appeared angry and then behaved rudely, and aggressively, not only towards them but to the other two members of staff working in the store on that morning. They also reported that he had refused to talk with Mr Chogugudza about the auditor's visit. Mr Chogugudza followed advice that he took from the Respondent's HR Department while at Ramshill and requested the Claimant to leave the site and return to discuss matters with him on the following day. The Claimant refused to do so. Mr Chogugudza reported to Mr Alvarez that after he had taken Ms Olah back to Hayling Island and returned to the site, he found the Claimant was still present at Ramshill and that it was necessary for him to call the police who persuaded the Claimant to depart from the site although, in the intervening period Mr Chogugudza reported that he had faced continuing aggressive behaviour from the Claimant and had also been accused of racist behaviour by the Claimant.
18. The Claimant had secretly recorded telephone calls which he had made to the Respondent's HR Department following the incident on 4 December and a call he made to Mr Alvarez on the evening of 4 December and a telephone call which Mr Alvarez had made to him on the afternoon of the following day. The transcripts of these calls were in the Agreed Bundle. Mr Alvarez subsequently attended on Mr Chogugudza and Ms Olah who prepared written statements for him to describe what happened when they attended at Ramshill on 4 December. He also made arrangements to meet with the Claimant at the Respondent's Hayling Island store at 8 am on 6 December to discuss what happened on 4 December at Ramshill.

19. The meeting between Mr Alvarez and the Claimant, which Mr Alvarez had arranged duly took place on 6 December. There is substantial dispute as to who attended that meeting and what documents were disclosed, and completed, during the course of it, and whether or not the Claimant submitted a written grievance to the Respondent. The evidence of Mr Alvarez and Mrs Parker is that Mrs Parker attended Mr Alvarez's meeting with the Claimant. The Claimant's evidence, and that of Mr Crouch is that Mrs Parker was not present at that meeting and that the Claimant and Mr Crouch attended on Mr Alvarez.
20. Mr Alvarez took handwritten notes summarizing what was said. These notes record that when Mr Alvarez asked the Claimant whether he had been racially abused by Mr Chogugudza he replied that Mr Chogugudza had definitely told him to "fuck off" and then stated: "I thought he called me a Paki bastard but I'm not 100% sure". The Claimant also agreed that Mr Chogugudza had asked him to leave the site and return home and that he had refused to do so and that Mr Chogugudza had called the police who had also asked him to leave and warned him that he would be arrested for breach of the peace if he did not do so after which he left the site.
21. Mr Alvarez adjourned the meeting to attend on Mr Mulla, an HR Adviser with the Respondent, over the telephone and then scanned his meeting notes to Mr Mulla who advised Mr Alvarez that the Respondent had grounds to terminate his employment for failing to satisfactorily complete his probationary period of employment. After which he and Mr Alvarez agreed that Mr Alvarez would dismiss the Claimant for that reason. Mr Mulla then drafted a letter to the Claimant which Mr Alvarez handed to him at the end of the reconvened meeting. This was headed "Failed Probation" and confirmed that the Respondent was dismissing the Claimant with immediate effect for failing to satisfactorily complete his probationary period of employment.
22. During the Claimant's call to the HR Department on 4 December he informed Ms Kolwadia that he wanted to put in a formal complaint about Mr Chogugudza stating that Mr Chogugudza had "resorted to pushing me around, assaulting me and... calling me a Paki bastard". He was advised by Katie, Ms Kolwadia's colleague to whom the call was transferred, to submit a written grievance. The Claimant informed Katie that he would do so as soon as he returned home. Katie sent the Claimant an email after this call attaching a copy of the Respondent's grievance procedure and explaining how he could file his grievance, if he wished to pursue it, with the HR Department.
23. When the Claimant telephoned Mr Alvarez he told him that Mr Chogugudza had pushed him around and called him a Paki bastard. He also explained to Mr Alvarez that he would not be coming into work on the following day because he was going to attend on a solicitor to seek advice because he had been racially abused and assaulted by Mr Chogugudza. Mr Alvarez advised the Claimant to contact HR and that he could submit a formal grievance in respect of the incident through HR.

24. The Claimant confirmed that he had already contacted HR and had been told to set out his allegations in writing and that he was already drafting his grievance. Mr Alvarez confirmed that he would inform Mr Chogugudza that the Claimant would not be coming into work on the following day. Mr Alvarez also informed the Claimant that some of what happened may have been recorded on CCTV and ascertained from the Claimant that he did not believe there were any witnesses to the incident.
25. During the call which Mr Alvarez made to the Claimant on 5 December they arranged to meet at the Hayling Island store at 8 am on the following day. Mr Alvarez made it clear this would not be a disciplinary meeting. It was a fact-finding exercise. It was during this call that the Claimant made a further allegation that Ms Olah had been shouting at him after her arrival with Mr Chogugudza at Ramshill on 4 December. When Mr Alvarez asked the Claimant about his grievance he was informed that the Claimant was still completing his grievance letter. Mr Alvarez asked him to email him a copy of the grievance when he sent it in to the HR Department.
26. The Claimant's handwritten grievance letter is dated 5 September. It complains about Ms Olah swearing and insulting him after her arrival at Ramshill on 4 December and states that the Claimant had reported her bad behaviour towards other staff in the past and that she had also sworn at members of staff working in the Ramshill store on 4 December. Ms Olah's statement does not accept that she behaved badly towards other staff or that she swore and insulted the Claimant on 4 December. Ms Olah describes the Claimant behaving in an unacceptable manner towards Mr Chogugudza, her and his staff after she and Mr Chogugudza arrived at Ramshill.
27. The Claimant's grievance letter also states that he had been complaining to Mr Chogugudza for months that he was making him work for longer than his contracted hours and more than was allowed under the Working Time rules. It is also stated that the Claimant had previously spoken to HR about his long hours, threats of dismissal which Mr Chogugudza had made to him if he did not work extra hours and his complaints about Mr Chogugudza's behaviour towards other staff.
28. His grievance letter does not particularize the complaints that he made to HR, that is when, and where, this alleged behaviour occurred. The grievance letter also contains no reference to the allegations he made that he was pushed and assaulted by Mr Chogugudza at the Ramshill site on 4 December. He further asserted at the Tribunal Hearing that he was shoulder barged by Mr Chogugudza.
29. His grievance letter also states that he had not been scheduled to attend work on 4 December but had been contacted by Mr Chogugudza on the previous evening to meet him at Ramshill on that morning. This is clearly incorrect. The Claimant attended Ramshill to meet with the auditor early on that morning and Mr Chogugudza had made no arrangements to meet with the Claimant on that day. He only attended at Ramshill because of the concerns which the auditor had raised with the Respondent's HR Department after her attendance on the Claimant on that day.

30. The Tribunal now turns to who attended the meeting with Mr Alvarez and the Claimant. Although Mr Alvarez did not refer to Mrs Parker attending the meeting the Respondent had disclosed his meeting notes which referred to her and which had been signed by him, the Claimant and Mrs Parker as an accurate record of the meeting. The Claimant and his witness, Mr Crouch (who was on sick leave from his employment at the time) maintain that Mr Crouch was present to support the Claimant and, that Mrs Parker did not attend and that Mr Alvarez's handwritten attendance note is a fabrication. They also assert that a probation review form signed by the Claimant at the meeting is a fabrication. However, their credibility is substantially undermined because Mr Crouch informed the Tribunal that he had made notes at the meeting, a copy of which he had sent to the Claimant immediately afterwards. This was contradicted by the Claimant who had told the Tribunal that he had no recollection of Mr Crouch taking notes at the meeting and was adamant that Mr Crouch had sent no notes to him. Furthermore, no notes have been disclosed by the Claimant or Mr Crouch to the Respondent or the Tribunal during these proceedings when it was known that this was a contentious and disputed issue.
31. Further contradictions arose when Mr Keith questioned Mr Crouch about the obvious similarities between his statement and the Claimant's statement. Mr Crouch's explanation was that both he and the Claimant had prepared their statements independently of each other and without any discussion between them from the notes that he had taken at the Claimant's meeting with Mr Alvarez. There were glaring similarities with the same font and the same style and various words transposed between the statements together with the same typographical errors. The Tribunal found that the evidence from the Claimant and Mr Crouch that they had not communicated with each other before preparing their statements was untenable and that the substantial contradictions between them revealed during the hearing made their evidence that Mr Crouch attended at the meeting with Mr Alvarez untenable and accept the evidence of Mr Alvarez and Mrs Parker as to how that meeting was conducted and what was considered during the meeting.
32. The Tribunal accepts Mr Alvarez and Mrs Parker's evidence that the Claimant did not hand his grievance letter to Mr Alvarez during the meeting. It accepts Mr Alvarez's evidence that if the Claimant had done so then he would have immediately scanned that document to the HR Department. This finding is supported by the fact that during his evidence the Claimant had informed the Tribunal that he had sent his grievance letter to the Respondent's HR Department by email, and when he was informed that the HR Department had no record of receiving it he initially accused the Respondent of failing to disclose the document in response to a subject access request before conceding that he had not sent this document to the Respondent's HR Department but had handed it to Mr Alvarez at their meeting. The Respondent holds no record of the earlier complaints which the Claimant has stated were made to the HR Department by email about the conduct of Mr Chogugudza and Ms Olah.

33. Mr Alvarez made arrangements to view the relevant CCTV at Ramshill. He explained that the video evidence showed Mr Chogugudza and the Claimant standing apart apparently arguing with one another. There was no audio recording available with the CCTV. Mr Chogugudza confirmed that the CCTV did not at any time show Mr Chogugudza coming into contact with the Claimant or pushing, or shoulder barging him.
34. The Claimant sent an email to Mr Chogugudza on 7 December 2019. This email stated, inter alia, as follows:

"I would sincerely like to apologize for my actions on Wednesday and seek to remedy my relationship with yourself..."

I might have said some hurtful things and I am also hurting at the moment as a result. Everything bad that could've happened, all conspired to happen at the same time and I have tried to keep everything together, including my own sanity with the amount of stress I was under from all angles. It has been a nightmare 6 consecutive weeks since the 21st October that I would not wish upon anyone and I trust you understand that too.

Look mate, I would bend over backwards for you and have always helped you when the need arose. I made a mistake and I don't want to lose you as a friend. I am truly sorry".

In this letter the Claimant explains that his father fell ill on 18 November which placed substantial pressure on him because of the need to look after the welfare of his autistic younger brother and these personal family problems when added to staffing difficulties at Ramshill were difficult to cope with.

35. The Claimant wrote to Mr Chogugudza again on 12 December this stated, inter alia, as follows:

"I wish to appeal against the decision to fail my probation.

I wish to reiterate my email I sent to yourself on Saturday and further apologize sincerely.

I also am sorry for my behaviour towards my colleagues and never intended any ill-feelings towards anyone. I gave my heart out for them and love and treat them as my own family and as such feel lost, hurt and distraught without them and to be frozen out and have not been thinking clearly for the past few days. It was never my intention to hurt anyone

Prior to this, I have had no issues or concerns brought up about my performance and as such would ask for this one incident to be treated as a moment of madness brought about by stress and fear of letting my colleagues and the company down.

My father is on the mend and doing well now. He is also shocked and disappointed with what has happened.

I cannot change what has happened but I ask forgiveness to all I let down".

36. Mr Chogugudza acknowledged receipt of his second email on 12 December and advised him that because his contract had been terminated because he had failed probation the Respondent's procedures offered no appeal route for him to pursue. These are the facts which the Tribunal has found.
37. There are substantial disputes of fact in this case. The Tribunal found that the Claimant's evidence was exaggerated, unparticularized, inconsistent and unreliable. Furthermore, the Claimant's evidence was substantially compromised by Mr Crouch's evidence with Mr Crouch's evidence substantially comprised by the Claimant's evidence. Mr Alvarez and Mrs Parker gave measured evidence and were credible witnesses. It is for these reasons that, as the Tribunal has explained above, where disputes have arisen it has preferred the evidence of the Respondent to the evidence of the Claimant and Mr Crouch.
38. It is clear that the Tribunal's findings of fact have substantially damaged the Claimant's credibility, and that of Mr Crouch as to who attended and what happened at the meeting convened by Mr Alvarez with the Claimant held on 6 December 2019. The Tribunal is not in a position to conclude when the Claimant's grievance letter was written. The Respondent has asserted it was some months after the events the Tribunal has been considering. However, the Tribunal are satisfied that the Claimant did not send the letter to the Respondent's HR Department (as he eventually conceded during the hearing) as he had been directed to do and did not hand that letter to Mr Alvarez during the meeting on 6 December 2019. The Tribunal also notes that the Claimant could provide no explanation as to why his grievance letter made no allegations of physical assault against Mr Chogugudza.
39. The Claimant's insistence, when questioned about the emails which he sent to Mr Chogugudza contained no apology to him was unsustainable. The documentary evidence of the Claimant's shifts when working for the Respondent do not support his claim that the hours he worked during his employment averaged over 48 hours a week and in his evidence he did not particularize any complaints which had been made either to Mr Chogugudza or the Respondent's HR Department, as to the claim he pursues in respect of either wages owed for travelling time or for additional hours worked to which he was not contractually entitled within the terms of his contract of employment with the Respondent.
40. The Claimant's only particularized complaint to Mr Chogugudza was that he informed Mr Chogugudza on 21 October 2019 that he was not prepared to work at other stores. The evidence before the Tribunal is that he was not asked to do so after that date by Mr Chogugudza and, in any event, the documentary evidence before the Tribunal confirmed that he did not work in any other store after 19 October 2019. In such circumstances the Tribunal finds it improbable that he could have complained about being forced to undertake work at other stores in the telephone calls the Claimant alleges he made to the HR Department on 2 and 3 December 2019.

41. In the claims of race discrimination and harassment it is for the Claimant to prove on the balance of probabilities the facts on which he relies from which the Tribunal could draw an inference that an unlawful act was committed by the Respondent. The Claimant relies on the incident at Ramshill on 4 December. He made no allegations of physical assault in the interview with Mr Alvarez on 6 December and when discussing the incident could not be sure that the alleged racist remark on which he relies in these proceedings had been made to him by Mr Chogugudza. The Claimant also accepted that either Mr Chogugudza or Ms Olah had called the police and that eventually the police had threatened him with arrest for breach of the peace to persuade him to leave the premises which Mr Chogugudza had requested him to do before he was forced to call the police to Ramshill. Furthermore, his claim was not supported by the CCTV evidence viewed by Mr Alvarez (which the Claimant himself made no request to view) and, finally, the contents of his emails to Mr Chogugudza following the incident apologized to Mr Chogugudza for his unsatisfactory behavior on that day. The claim of harassment relies on the same evidence and the findings of fact made by the Tribunal do not give rise to any circumstances from which it could draw an inference that unlawful acts were committed by the Respondent and for that reason the claims of race discrimination and harassment are dismissed.
42. The Respondent has accepted that the Claimant's telephone calls to Mr Alvarez and the Respondent's HR Department on 4 December were protected acts. However, the Tribunal has found that he was not dismissed for making those telephone calls. The Claimant was dismissed because his behaviour on 4 December towards Mr Chogugudza and Ms Olah resulted in the Respondent terminating his employment for failing to complete his probationary period of employment satisfactorily. This means that the Claimant's claim for victimization fails and is dismissed.
43. The Tribunal has also found that the Claimant did not refuse to comply or propose to refuse to comply with the requirement to work more than 48 hours per week in breach of the Working Time Regulations and that, he did not assert a statutory right that is, the right not to be required to work more than 48 hours a week in breach of the Regulations. This means that his claims under sections 101A and 104 ERA fail and are dismissed. The Claimant has also failed to establish that there were any unauthorized deductions made by the Respondent during his employment contrary to s23 of ERA and that claim also fails and is dismissed.
44. This leaves the Claimant's claim for wrongful dismissal, that is, damages for the Respondent's failure to pay him money in lieu of notice on his summary dismissal on 6 December 2019. The Respondent asserts that the Claimant was dismissed by the Respondent for gross misconduct. The Tribunal do not accept that this was the case. Mr Alvarez had arranged a meeting with the Claimant to discuss the incident that occurred at Ramshill on 4 December. He confirmed to both the Claimant at the time, and to this Tribunal, that the meeting held on 6 December was not a disciplinary hearing. Mr Alvarez was advised by Mr Mulla in the Respondent's HR Department that in the circumstances the incident that occurred at Ramshill on 4 December and the

Claimant's reported behaviour during that incident, which appeared to initiate it, taken with the report of the auditor was sufficient to allow the Respondent to terminate his employment by reason of his failure to complete his probationary period satisfactorily. There was an advantage to taking such a step in that a dismissal for that reason did not bring the Claimant's position into the Respondent's formal disciplinary procedures as Mr Chogugudza informed him when responding to his later correspondence in which he sought an appeal against the decision made by the Respondent to bring his employment to an end. The Tribunal concluded that in these circumstances the Claimant's claim for damages for wrongful dismissal, limited to a week's net wages must succeed and gave judgment against the Respondent in the agreed sum accordingly.

45. The Respondent made an application for costs against the Claimant. The Tribunal after taking due account of its findings of fact, the Claimant's current financial circumstances and the fact that he had succeeded in his claim of wrongful dismissal concluded that the Respondent's application for costs should be refused.

Employment Judge Craft

Date 22 February 2023

Reasons sent to the Parties on 08 March 2023

For the Tribunal Office