



EMPLOYMENT TRIBUNALS

Claimant: Mrs A Bannister
Respondent: Bulloughs Cleaning Services
Heard at: Manchester Employment Tribunal
On: 10, 11, 12 and 13 January 2023
Before: Employment Judge Mark Butler
Ms J Byrne (by CVP)
Mr P Dobson

Representation

Claimant: Self-represented, assisted by Mrs G Borland
Respondent: Mr P Maratos (Consultant)

JUDGMENT

1. The respondent made unlawful deductions from the claimant's wages. The claimant is awarded the agreed gross sum of £448.51.
2. The claim of having been subjected to detriments on the grounds of having made a qualifying disclosure/qualifying disclosures is not well-founded and is dismissed.

Oral judgment was handed down to the parties at the conclusion of the hearing on 13 January 2023.

The claimant requested written reasons by email dated 27 January 2023. These are those written reasons as requested. Apologies for the delay in getting these to the parties.

REASONS

INTRODUCTION

3. This case was brought by the claimant through presenting a claim form on 18 Sept 2020. This claim was initially brought for unpaid holiday pay only. However,

following an application to amend the claim, which was granted, it included a claim for detrimental treatment on the ground of having made a protected disclosure.

4. The list of issues was recorded by Employment Judge Ross at a Preliminary Case Management that took place on 08 June 2021. These are at pp. 74-76 of the bundle (and repeated below under the section entitled 'List of Issues'). The claimant on the first day of this hearing, although expressing that she had been subject to further detriment since the 08 June 2021 hearing, and explaining that she had addressed such additional matters in her witness statement, decided against making a further application to amend her claim. This case therefore proceeded based on the list of issues recorded by EJ Ross.
5. The tribunal benefitted from an evidence file that contained 444 pages.
6. The claimant gave evidence and called no additional witnesses.
7. The respondent initially planned to call 6 witnesses. However, this was reduced to 4 witnesses. The respondent did not call Ms Vanda Jackson as a witness, despite her being named specifically by the claimant as an individual that had subjected her to various detriments. The decision behind this was explained to the tribunal by Mr Maratos. This did mean that the respondent did not call primary evidence in respect of some of the factual disputes in this case. No more is said in respect of this in these written reasons.
8. The tribunal had no reason to doubt the credibility of any of the witnesses that appeared in this case. Those that did give evidence appeared, on the whole, to be candid in their giving of evidence, and each gave the tribunal the impression of being honest witnesses.
9. The tribunal thanks both parties for the way in which they presented their case, and the way in which they engaged with one another in tribunal.

LIST OF ISSUES

10. The list of issues was considered and recorded by Employment Judge Ross at a Preliminary Hearing on 08 June 2021.
11. For ease, given the length of the list of issues, I attach a copy to the back of this judgment.
12. The parties confirmed on the morning of the first day that this was the issues to be determined in this case.

LAW

Detriment on the grounds of a Protected Disclosure

13. It is at s.43B of the Employment Rights Act 1996 where it is set out what is meant by a qualifying disclosure:

43B Disclosures qualifying for protection.

(1) In this Part a “qualifying disclosure” means any disclosure of information which, in the reasonable belief of the worker making the disclosure, [F2 is made in the public interest and] tends to show one or more of the

following—

- (a) that a criminal offence has been committed, is being committed or is likely to be committed,
- (b) that a person has failed, is failing or is likely to fail to comply with any legal obligation to which he is subject,
- (c) that a miscarriage of justice has occurred, is occurring or is likely to occur,
- (d) that the health or safety of any individual has been, is being or is likely to be endangered,
- (e) that the environment has been, is being or is likely to be damaged, or
- (f) that information tending to show any matter falling within any one of the preceding paragraphs has been, is being or is likely to be deliberately concealed.

14. Whilst protection from being subject to a detriment on the grounds of having made a qualifying disclosure is contained at s.47B of the Employment Rights Act 1996:

- (1) A worker has the right not to be subjected to any detriment by any act, or any deliberate failure to act, by his employer done on the ground that the worker has made a protected disclosure.

Unlawful Deduction from Wages

15. Unlawful deduction from wages: section 13 Employment Rights Act 1996

- (1) an employer shall not make a deduction from wages of a worker employed by him unless-

- (a) the deduction is required or authorised to be made by virtue of a statutory provision or a relevant provision of the worker's contract, or

- (b) the worker has previously signified in writing his agreement or consent to the making of the deduction.

- (2) In this section "relevant provision", in relation to a worker's contract, means a provision of the contract comprised—

- (a) 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, or

- (b) in one or more terms of the contract (whether express or implied and, if express, whether oral or in writing) the existence and effect, or combined effect, of which in relation to the worker the employer has notified to the worker in writing on such an occasion.

- (3) Where the total amount of wages paid on any occasion by an employer to a worker employed by him is less than the total amount of the wages properly payable by him to the worker on that occasion (after deductions),

the amount of the deficiency shall be treated for the purposes of this Part as a deduction made by the employer from the worker's wages on that occasion

16. Section 23 ERA provides a right for a worker to present a complaint to Employment Tribunal that their employer has made an unlawful deduction from their wages, contrary to section 13.

CLOSING SUBMISSIONS

17. The tribunal was assisted by closing submissions made on behalf of the respondent by Mr Maratos and by the claimant. Although these are not repeated here, they were considered and taken into account when reaching this decision.

FINDINGS OF FACT

We make the following findings of fact based on the balance of probability from the evidence we have read, seen, and heard. Where there is reference to certain aspects of the evidence that have assisted us in making our findings of fact this is not indicative that no other evidence has been considered. Our findings were based on all the evidence and these are merely indicators of some of the evidence considered to try to assist the parties understand why we made the findings that we did.

We do not make findings in relation to all matters in dispute but only on matters that we consider relevant to deciding on the issues currently before us.

Holiday pay/unauthorised deduction from wages

18. The claimant was employed on a contractual rate of pay of £8.21 per hour.
19. The respondent completed two statements of particulars for the claimant.
 - a. The first recorded the claimant's contractual rate of pay as being £8.21 per hour. This is at pages 77-78 of the bundle.
 - b. The second recorded that the claimant's remuneration would be equalized, meaning that she would receive £7.56 per hour, with non-working weeks being paid at the same rate as working weeks. This is at pages 79-80 of the bundle.
20. The respondent's practice is that they complete the paperwork and hand a copy of the terms (which is on blue paper) to an employee when they are appointed.
21. The claimant was given a copy of the first statement of particulars referred to above. She did not receive a copy of the second.
22. The respondent at no point informed the claimant in writing of the deductions from her contractual rate of pay, following agreement on the deductions from wages for the purpose of equalization.

Conclusions on holiday pay/unauthorised deduction from wages

23. This part of the claim relates to the paying of the claimant of £7.56 for each hour that she worked, whilst her contractual rate of pay was £8.21.
24. The relevant part of the Employment Rights Act 1996 for this part of the claim is

section 13(1), that the deduction from wages was authorised by a relevant provision of the claimant's contract. With s.13(2) defining what is meant by a relevant provision.

25. S.13(2)(a) of the Employment Rights Act 1996 does not apply here, as even on the respondent's own case the claimant was not provided a copy of the contract that included the details relating to annualized contracts that is at pp.79-80. It is somewhat surprising that the claimant did not receive a copy of this version of the contract; however, that is where we are in this case.
26. We thus turn to apply s.13(2)(b) of the Employment Rights Act 1996 to the findings that we have made. We find that the respondent failed to notify the claimant in writing of these deductions, on such an occasion that the term was agreed. This was our finding given the evidence of the claimant, which to a degree was corroborated by Ms Williams. On balance the claimant did not see a written completed annualized contract. And the respondent has not brought any evidence of fact to state otherwise. There was no notification in writing of any deduction to the claimant.
27. The tribunal has little difficulty in these circumstances in finding that there have been unauthorised deductions from the claimant's wages. During her employment, she should have received the entirety of the contractual rate that she was informed of, which was £8.21 per hour.
28. The respondent deducted from the claimant's wages the gross sum of £448.51. This is the figure that the claimant was claiming, and a figure that was agreed to by the respondent.

Detriment on the grounds of a protected disclosure

29. The claimant made a qualifying disclosure to the respondent on 16 July 2020. This was made as part of a collective grievance that concerned pay and holiday pay of the claimant and her colleagues. The respondent conceded that the letter of 16 July 2020 was a qualifying disclosure.
30. The claimant showed Mr Waddington further documents on 10 August 2020, as part of the claimant's grievance hearing, which she says illustrated how she had been paid below national minimum wage.

Detriment 1

31. On 16 August 2020, during a telephone call, the claimant was informed by Ms Jackson that she was being suspended from work for a couple of days and that it would initially be unpaid (see pp.162-163).
32. The reason why Ms Jackson informed the claimant of this suspension was due to allegations concerning both her husband and her daughter. This was not connected to having disclosed information on 16 July 2020 or 10 August 2020. This was the claimant's own evidence under cross-examination and is consistent with the phone records of 16 August 2020 (see p.162) and 17 August 2020 (see p.164).
33. Ms Jackson was not involved with the grievance raised by the claimant.

Conclusions on detriment 1

34. We have no difficulty in finding that the claimant being informed that she was suspended reaches the level of detrimental treatment.

35. However, this part of the claim must fail when one considers the reasons behind that treatment. The claimant makes no assertion that this was because she made a protected disclosure.
36. The claimant's own evidence was that she was subjected to this treatment due to allegations concerning the actions of her husband and daughter. This was the reason behind the treatment, not because the claimant made a qualifying disclosure.
37. Further, the claimant also gave evidence that Ms Jackson did not want to get involved in the grievance. In those circumstances it is difficult to understand in what way the claimant was saying that the protected disclosure had materially influenced this action.
38. The suspension that the claimant was subjected to by Ms Jackson was for reasons that had no connection to the qualifying disclosures on which the claimant brings her claim. For that reason, this part of the claim fails and is dismissed.

Detriment 2, 3 and 4

39. Ms Jackson on 17 August 2020 during a telephone call with the claimant did:
 - a. accuse the claimant's husband and daughter of causing bother in relation to the four weeks' holiday that the claimant had not been allowed to take during the Summer.
 - b. Explain to the claimant that if she turned up to work then the college would ask her to be "off-sited".
 - c. Tell the claimant that she would hit her round the head with a stick.
40. However, these comments were made due to the allegation concerning the claimant's husband and daughter and the decision made by Ms Jackson that the claimant should not attend the workplace. Given the circumstances around these comments, this is more likely than not the reason behind this treatment. Ms Jackson, was not materially influenced by the claimant's grievance.

Conclusions on detriment 2, 3 and 4

41. Although this tribunal finds that the claimant was subject to the treatments as alleged. And although these were viewed as detriments by the claimant, and it would be reasonable for her to do so in the circumstances. This part of the claim fails as these treatments were not materially influenced by the qualifying disclosure made by the claimant.
42. Given the finding above, that the reason behind the treatment was because Ms Jackson was in receipt of allegations about the claimant's husband and daughter, these parts of the claim fail and are dismissed.

Detriment 5

43. Ms Jackson in a telephone call with the claimant did express that the claimant's husband had been glaring at her (see p.174) and did explain that formal complaints were going to be made against her husband. However, there was nothing to connect this to protected disclosure. These comments were made during a conversation between the claimant and Ms Jackson concerning the claimant's husband and daughter. Those comments were made in that context.

Conclusions on detriment 5

44. Having considered all the evidence, this part of the claim fails for the same reasons recorded for detriments 2, 3 and 4. The reason behind such treatment was for reasons unconnected to any qualifying disclosure made by the claimant. Being subject to detriment 5 on the grounds of making a protected disclosure is therefore dismissed.

Detriment 6

45. The claimant had moved from an annualized contract to a non-annualized contract. As part of being on a non-annualized contract, the claimant was informed by letter that her non-working weeks would be 26-30 October 2020, and three weeks and one day from 02 August 2021 to 23 August 2021.
46. The claimant was informed of her non-working weeks so that both parties knew when the claimant would be paid, and when she would not be. This was part of payroll planning. This was because the claimant had moved from an annualized contract, where her pay would be averaged out across 52 weeks and pay would be received on non-working weeks. To a non-annualized contract where the claimant would have unpaid leave during certain periods.

Conclusions on detriment 6

47. In circumstances whereby the respondent needs to know when the claimant receives pay or not, which only became important when the claimant was moved on to a non-annualized contract, it would be unreasonable for the claimant to perceive this as a detriment. This part of the claim fails as the claimant has not been subjected to a detriment as pleaded.
48. Even if we are wrong on that, the reason behind the treatment is to ensure that the claimant is paid when she works and payroll knows the dates, in advance, of when not to pay the claimant. This was in no way influenced or caused by the claimant having made a protected disclosure.
49. This part of the claim fails and is dismissed.

Detriment 7

50. Ms Jackson became aware that the claimant was not going to attend the appeal meeting on 07 September 2020.
51. Ms Jackson called the claimant on 06 September 2020 and asked why the claimant was not planning on attending the appeal meeting. This was Ms Jackson checking up on the claimant. Ms Jackson appears to be concerned about the claimant.

Conclusions on detriment 7

52. It is not entirely clear on what basis the claimant says that this is a detriment to which she was subjected to for having made a protected disclosure. Ms Jackson was simply checking up on the claimant, and the claimant accepted this under cross examination. The claimant did not perceive this as a detriment at the time. And therefore, this part of the claim also fails and is dismissed.

Detriment 8

53. The claimant was absent from work with anxiety from 08 September 2020.

Conclusions on detriment 8

54. The claimant's sickness absence may well have been a consequence of her treatment. However, this is not a detriment to which the claimant was subjected to. Nor was it materially influenced by the protected disclosure.

Detriment 9

55. In a phone conversation with Ms Jackson on 18 September 2020, the claimant informed Ms Jackson that she would be returning to work on 22 September 2020. The claimant did not inform anybody else of this other than Ms Jackson. Ms Jackson did not inform payroll.

56. The claimant returned to work after a period of illness on 22 September 2020,

57. The claimant did not receive pay for the week after she returned to work.

58. The claimant emailed payroll on 02 September 2020. Ms Lewis, from the payroll department explained to the claimant that she was unaware that the claimant had returned to work (see p.199).

59. Ms Lewis emailed the claimant on 02 October 2020 (see p.199). Ms Lewis chased this matter up with the payroll team. And explained that she was unaware that the claimant had returned to work. To which the claimant responded that she had presumed that Ms Jackson would have informed the payroll team (see p.200).

60. The claimant chased up her pay with payroll on 06 October 2020 (see p.201).

61. The claimant received her unpaid wages on or around 06 October 2020.

Conclusions on detriment 9

62. There was a delay in paying the claimant her wages following a return from sick leave. However, in the circumstances, that being that the claimant returned to work, did not receive pay for her first week back, and then received it in full after querying it with payroll, this does not reach the level of being a detriment for the purposes of this claim.

63. The reason behind the treatment was that Ms Jackson had failed to inform payroll of the claimant's return, rather than the qualifying disclosure having any material influence. This part of the claim fails and is dismissed.

Detriment 10

64. The claimant never had a return-to-work meeting on her return from sickness leave. Nor was she asked whether she was ok.

Conclusions on detriment 10

65. The claimant has not satisfied the tribunal that she perceived this as a detriment for the purposes of a detriment claim. Furthermore, the tribunal was not satisfied that this was influenced by the claimant having made a qualifying disclosure.

66. This part of the claim fails and is dismissed.

Detriment 11

67. On 06 October 2020, 20 October 2020 and 04 November 2020, Ms Jackson rang

the claimant on her mobile phone. On the first occasion, the claimant answered the phone but Ms Jackson did not speak and hung up after a few seconds. On the subsequent two occasions, Ms Jackson ended the call before the claimant could answer the phone.

68. The claimant accepted under cross examination that this may have been a dialing error or 'pocket dial' by Ms Jackson.

Conclusions on detriment 11

69. This alleged treatment is not a detriment. The claimant did not perceive this as a detriment at the time. And in circumstances where the claimant accepts that this may well have just been a pocket dial, it would be unreasonable to view this as a detriment.

70. This part of the claim fails and is dismissed.

Detriment 12

71. The claimant returned from being on furlough on 29 June 2020.

72. On 20 July 2020, Ms Jackson offered the claimant an additional 10 hours per week. This was a permanent arrangement.

73. The claimant refused the offer of additional hours.

74. The claimant was not offered any additional hours after this rejection.

Conclusions on detriment 12

75. In circumstances where the claimant, having returned from furlough, rejected the offer of additional hours, to then not be offered any additional hours going forward, does not reach the level of a detriment in the judgment of this tribunal. If the respondent was punishing the claimant for having made a qualifying disclosure, then it would make no sense to have offered her the additional hours around 20 July 2020.

76. This part of the claim fails and is dismissed.

Detriment 13

77. The claimant appealed against the decision the respondent made in respect of her grievance. She did this by email dated 28 August 2020 (see pages 185-186). This document expressed the grounds of appeal.

78. The grievance appeal hearing took place on 21 October 2020 (see pages 204-208). It was stated at the beginning of the meeting what the grounds of appeal were. It recorded them as being:

- a. The claimant not being given the option to opt in or out of the annual pay scheme.
- b. That money had been withheld on a weekly basis from September 2019 to September 2020
- c. That the claimant did not understand which 4 weeks had been paid back to her, and
- d. That the claimant would be owed an extra week paid leave in accordance with statute.

79. The four matters recorded above were the appeal matters that Ms Williams was tasked with answering, by way of this appeal. The appeal was limited to these matters. This further confirmed by the appeal outcome letter of 02 November 2020 (ages 213-214).
80. It was during this hearing on 21 October 2020 that the claimant made Ms Williams aware of, and passed on, a letter that her daughter had written (this letter is at ages 187-189. This is confirmed by the email at p.209). Ms Williams was not aware of this letter before this point. In this letter the claimant's daughter references that the claimant had been suspended. This was the first time that Ms Williams was aware of this.
81. On the respondent's records, the claimant had never been suspended. Ms Jackson has did not record on company records that the claimant had been suspended.
82. Ms Williams did not address the matters contained within the letter at that hearing. Those were not the subject matter of the appeal. Ms Williams did forward the letter to head office as a matter of concern.

Conclusions on detriment 13

83. Ms Williams was tasked with determining certain specific matters as part of the appeal process. The matters which the claimant now says were not dealt with, and that not dealing with them is a detriment, were not part of that appeal process.
84. Ms Williams had no knowledge of the claimant daughter's letter or issues concerning suspension until the claimant raised them at the hearing at which her appeal was being determined.
85. In these circumstances, not addressing the content of that letter in the appeal outcome, when it raised new matters and were issues outside of the appeal, does not reach the level of being a detriment. The claimant may have hoped they would be addressed, but it would be unreasonable to view this as a detriment in those circumstances.
86. Furthermore, the reason why they were not addressed in the outcome, we accept, was because the appeal was limited to the grounds of appeal. This was in no way connected to the claimant having made a protected disclosure.
87. Given the above, this part of the claim fails and is dismissed.

Detriment 14

88. On 30 August 2020, Gina, the claimant's daughter wrote a letter expressing concerns over the handling of the claimant's situation (see pages 187-189).
89. Gina provides narrative on matters that she considers to be concerning.
90. In the final paragraph to the letter, Gina wrote the following: "I do not wish to receive a response from this letter as quite frankly, I do not trust that my address and contact number would not fall into the wrong hands... I would however like to call for you to review your staff policies and procedures ... I wanted my feelings on this matter to be heard by someone in a position to do something about an incident like this occurring in the future. Thank you for taking the time to read my letter and I hope you act upon my advisories."

Conclusions on detriment 14

91. Given that the claimant's daughter's letter makes it clear that her letter did not require a response, it would be unreasonable to perceive not responding to the letter as a detriment for the purposes of a qualifying disclosure complaint. It is the way that the letter is framed that is the reason why no response was given by Ms Lewis.

92. This part of the claim fails and is dismissed.

Detriment 15

93. On 02 November 2020, a letter was sent to the claimant. This was the appeal decision letter (see pp.213-214). The decision by Ms Williams was to dismiss the appeal.

94. The reasons for not upholding the appeal are fully spelled out in that letter, and were as follows:

1. You have signed your statement of main terms and conditions on 10.06.2019 which indicates that you agreed to an annualized pay structure (copy enclosed)

2. You received your full salary for the year (actually higher payment than your annual contract states) and so you suffered no detriment at all whilst you have worked significantly fewer weeks than your contract of employment specifies.

3. The College request to move the working weeks was a reasonable one given the exceptional circumstances the COVID pandemic had created for them and their need to create a safe environment for their students.

4. Whilst we appreciate the unusual circumstances created by the COVID pandemic, we do not feel it would be appropriate for the College to be requested to pay more when they have received considerably less in terms of working weeks on-site.

5. Following your decision to exit the annualized pay structure under which you previously received payments throughout the year (52 weeks) and as previously discussed with you, in line with company procedures you can request to take annual leave at any time out of the core college academic period which includes the 4.12 non-working weeks that you will no longer receive a payment of wages.

95. The reasons above were the reasons for not upholding the appeal. It was not on the grounds of the claimant having made a qualifying disclosure.

Conclusions on detriment 15

96. The claimant disagreeing with the outcome of the appeal is not detrimental treatment for the purposes of a qualifying disclosure claim. A reasonable worker would not perceive it that way.

97. Furthermore, Ms Williams gave clear reasoning behind her decision not to uphold the appeal. And these are the reasons I accept as being the true reasons behind the decision.

98. This part of the claim fails and is dismissed.

Detriment 16

99. The claimant booked 8 days leave over the Christmas 2020 period.
100. The claimant only received pay covering 7 days of annual leave. The claimant queried the amount she received by email, dated 06 January 2021 (see p.139).
101. The claimant, having queried her pay, received a further day paid leave.
102. The claimant across this period took 8 days annual leave and received pay that was equivalent to 8 days work.

Conclusions on detriment 16

103. The claimant taking 8 days leave and receiving 8 days pay for those leave days is not being subject to a detriment.

CONCLUSIONS

104. The findings of facts and conclusions in respect of each claim are set out above.
105. The claimant succeeds in her claim for unlawful deductions from wages. However, her claim of having been subject to a detriment on the grounds of having made a protected disclosure is dismissed in its entirety.

Employment Judge **Mark Butler**
Date_16 May 2023_____

JUDGMENT SENT TO THE PARTIES ON
25 May 2023

FOR THE TRIBUNAL OFFICE

Public access to employment tribunal decisions

Judgments and reasons for the judgments are published, in full, online at www.gov.uk/employment-tribunal-decisions shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.

Annex
Complaints and Issues

Unlawful deduction from wages - section 13 Employment Rights Act 1996

1 . Did the claimant receive less than the sums properly payable to her under the terms of her contract of employment? The claimant says money had been withheld from her wages and she did not receive the national minimum wage.

Protected Disclosures

2. Did the claimant make one or more qualifying disclosures as defined in section 43B of the Employment Rights Act 1996? The claimant relies on:

(6) Disclosing information that she was being paid less than the legal National Minimum Wage and that she had to work over the summer, she could not have 4.12 weeks off as usual, and that deductions which had been taken from her wages all year were not returned to her and she received less than the national minimum wage. This was in a collective grievance sent to Mr Michael Bogg, director of the respondent on 16 July 2020.

(7) At a grievance hearing on 10 August 2020 the claimant showed Jason Waddington her 2019/2020 P60 and also her HMRC Government Gateway Sheets. These showed the calculations the claimant had done and showed the difference in what she had been paid by the equalized pay system and what she would have been paid if she had been paid the National Minimum Wage. It showed a shortfall.

3. Did the claimant disclose information?

4. Did she believe the disclosure of information was made in the public interest?

5. Was that belief reasonable?

6. Did the claimant believe it tended to show that:

(1) a person had failed, was failing or was likely to fail to comply with any legal obligation (the respondent's failure to pay National Minimum Wage); and/or

(2) information tending to show any of these things had been, was being or was likely to be deliberately concealed. The claimant states she believed it was a misuse of the Government Job Retention Scheme because the scheme was set up to provide grants to employers to ensure

that they could retain and continue to pay staff despite the effects of the COVID-19 pandemic. It should not be used in a way of enforcing employees to use holiday weeks during furlough so that they could not be used on later returning to work. Therefore, in her case, because of how the 4.12 weeks were paid she had earned less than the minimum wage for hours worked and annual holidays that had been taken.

7. Was the belief reasonable?

8. If the claimant made a qualifying disclosure, was it protected because it was made to the claimant's employer? NB: In the amended response (paragraph 4) the respondent "accepts that the claimant made a protected interest disclosure in respect of purportedly being paid less than the National Living Wage and accepts a disclosure was made in writing on 16 July 2020 by way of collective grievance".

Detriment

9. Did the facts set out below as alleged acts or deliberate failures to act by the respondent, occur? The claimant relies on the following as detriments:

(1) Suspension from work on Sunday 16 August (and being told initially that it was unpaid).

(2) On Monday 17 August 2020 Vanda Jackson telephoned the claimant and accused her husband and daughter of causing "bother" in relation to the four weeks' holiday that the claimant had not been allowed to take in the summer.

(3) In a telephone call on 17 August 2020 Vanda Jackson told the claimant if she went to work the college would ask for her to be "off sited".

(4) In a telephone call on Monday 17 August 2020 Vanda Jackson told the claimant she would hit her round the head with a stick and repeated that.

(5) On Tuesday 18 August 2020 Vanda Jackson made untrue remarks about the claimant's husband, saying he had been glaring at her and had been disciplined by his employer, and threatened the claimant by saying formal complaints were going to be made against her husband.

(6) The claimant was told that her non-working weeks were to be taken at specific times. The 4.12 weeks are normally taken over the summer and are not split throughout the year. None of her colleagues in work were told which their non-working weeks would be: everyone else could choose

their own. The claimant was told in a letter dated 26 August 2020 that her non-working weeks would be 26-30 October 2020 (one week) and three weeks one day from 2 August to 23 August 2021.

(7) Vanda Jackson rang the claimant to ask why she wasn't attending a meeting when she had explained to Michael Bogg, who informed Louise Williams, that she could not attend that meeting.

(8) Claimant was off sick with anxiety from 8 September 2020.

(9) When she returned to work the claimant did not get paid for the first week back on time even though she had informed Vanda Jackson that she would be returning to work on 22 September 2020, on two occasions.

(10) The claimant never had a return to work meeting when she came back from sick leave, and was never asked if she was ok.

(11) On 6 October the claimant's mobile phone rang whilst she was in work. It was Vanda Jackson. The claimant answered it but Vanda Jackson never spoke and after a few seconds hung up. On 20 October 2020 and 4 November 2020 Vanda Jackson rang the claimant's phone again and she ended the call before the claimant had a chance to answer. The claimant felt like Vanda was taunting her.

(12) After the grievance hearing on 10 August the claimant was never offered any overtime. Other colleagues were doing it. The claimant wasn't asked even though she had always had previously. The period of time she was not offered overtime was August 2020 to 4 November 2020.

(13) At the grievance hearing with Louise Williams on 21 October 2020 the claimant gave Louise a letter which her daughter, Gina, had written with regard to the claimant being suspended. The issues in that letter weren't addressed by Louise nor was the concern the claimant raised over her suspension with Louise.

(14) The claimant emailed Emma Lewis, Welfare Officer for the respondent, a copy of her daughter's letter on 21 October 2020. In the past Emma Lewis had always responded to the claimant but she never responded to that email.

(15) Louise Williams upheld Jason Waddington's decision in a letter dated 7 November 2020.

(16) The claimant was paid for seven days over Christmas 2020 then later a further day but not ten days' pay like everyone else.

10. If the above occurred, did the claimant reasonably see the above acts (or failures to act) as subjecting her to a detriment?

11. If yes, was it done on the ground that she made a protected disclosure(s), having regard to the burden of proof?

Remedy for Public Interest Disclosure Detriment

12. What injury to feelings has the detrimental treatment caused the claimant and how much compensation should be awarded for that?

Unlawful Deduction from Wages

13. If the respondent did make an unlawful deduction from wages, what is the amount?