THE EMPLOYMENT TRIBUNALS

Claimant Miss Abigail Boston-Smith

Respondent TAAE Management Limited

Heard at Newcastle upon Tyne Hearing Centre (via CVP video link)

On 13-15 March 2023
(deliberations in chambers on 18 May 2023 & 14 July 2023)

Before Employment Judge Langridge
Members Mr G Baines
Ms J Johnson

Representation:

Claimant In person
Respondent Mr R Ryan, counsel

JUDGMENT

(1) The claimant's claims of sex discrimination under the Equality Act 2010 are not well-founded and are dismissed.

REASONS

Introduction

1. This claim was based on several allegations of pregnancy discrimination, mostly arising in the period between May and July 2021, by which time the claimant was absent from work on long term sick leave. The allegations relate to several comments or actions attributed to the claimant's managers in the early stages of

her pregnancy, the most serious of which was the alleged removal of the claimant from her role. The final act about which the claimant complained arose from the respondent's handling of her grievance, which culminated in the latter deciding in September 2021 to await the outcome of the Tribunal claim the claimant had by then intimated.

2. The context in which these events took place was that the claimant was working as a live-in carer for a vulnerable adult, whose mother was instrumental in the decisions about how his care was provided by the respondent. The respondent disputed the factual accuracy of most of the claimant's allegations, and denied that it discriminated against the claimant on the grounds of her pregnancy. The respondent submitted in summary that this case involved a consideration of the dynamics between pregnancy protection principles and the needs and wishes of a service user with quadriplegic cerebral palsy.

3. The hearing took place by CVP video platform in March 2023, and a day in chambers was allocated in May for the Tribunal to make its decision. That proved to be insufficient time and so a further date had to be found. The delays in producing this judgment arose from those difficulties with the diaries of the members of the Tribunal, and the parties were advised of the delay.

4. The Tribunal was provided with an agreed bundle amounting to in excess of 520 pages. Much of this was not relevant to the issues in the claim, and appeared to comprise the entire contents of the claimant's personnel file. Witness statements were provided by the claimant and a colleague on her behalf, though the latter was not called as a witness. It was explained to the claimant that the evidence would carry less weight than if her colleague had attended the hearing in person. The witness in question, Courtney Scarfe-Hamilton, provided a very short statement relating to a conversation on 2 July 2021 about the respondent providing cover for the claimant during her sick leave.

5. For the respondent, evidence was given by Fiona Hagon, Office Administrator, Lauren Burnham, Office Manager, Thomas Chacko, Director, and GW, the mother of the service user (D). Lynn Bell produced a witness statement but did not attend the hearing. Her evidence was accepted with the came caveat as above.

Issues & relevant law

6. This claim was brought under section 18 Equality Act 2010 ('the Act'), which prohibits pregnancy discrimination. Section 18(2) provides:

> *(2) A person (A) discriminates against a woman if, in the protected period in relation to a pregnancy of hers, A treats her unfavourably—*
>
> *(a) because of the pregnancy, or*
>
> *(b) because of illness suffered by her as a result of it.*
>
> *(3) A person (A) discriminates against a woman if A treats her unfavourably because she is on compulsory maternity leave.*

(4) A person (A) discriminates against a woman if A treats her unfavourably because she is exercising or seeking to exercise, or has exercised or sought to exercise, the right to ordinary or additional maternity leave.

(5) For the purposes of subsection (2), if the treatment of a woman is in implementation of a decision taken in the protected period, the treatment is to be regarded as occurring in that period (even if the implementation is not until after the end of that period).

(6) The protected period, in relation to a woman's pregnancy, begins when the pregnancy begins, and ends—

(a) if she has the right to ordinary and additional maternity leave, at the end of the additional maternity leave period or (if earlier) when she returns to work after the pregnancy;

(b) if she does not have that right, at the end of the period of 2 weeks beginning with the end of the pregnancy.

7. No comparator is required in pregnancy discrimination claims. However, the Employment Statutory Code of Practice states that identifying a comparator may nevertheless be useful to help determine whether the treatment complained of was in fact because of the employee's pregnancy or maternity leave (paragraph 8.19).

8. Paragraph 8.5 of the Code says that:

In considering whether there has been pregnancy and maternity discrimination, the employer's motive or intention is not relevant, and neither are the consequences of pregnancy or maternity leave. Such discrimination cannot be justified.

9. Paragraph 8.20 provides that:

A woman's pregnancy or maternity leave does not have to be the only reason for her treatment, but it does have to be an important factor or effective cause.

10. The claimant relied on seven factual allegations in support of her claim:

(1) 15 June 2021 – a comment from Ms Hogan: "If you're getting tired now that you're pregnant then maybe you need to think if this is the right job for you".

(2) 15 June 2021 – a comment from Ms Hogan about the claimant being "hormonal"

(3) 18 June 2021 – a comment from Ms Bell: "I told Fiona to say that" / "maybe you would be more suited to a different role within the company" [designated the third allegation even though it post-dates the fourth]

(4) 15 June 2021 – the manner in which Ms Hogan carried out the pregnancy risk assessment (in front of the service user)

(5) 13 July 2021 – the removal of the claimant from her work with the service user and the refusal to allow her to return to that role

(6) Around 13 July 2021 – the failure to offer the claimant other live-in care work on the same terms

(7) Around July/August/September 2021 – the "rejection" of the claimant's grievance

11. The burden of proof rested with the claimant, following well-established principles underpinning the approach the Tribunal should take. In summary, this means that the claimant needed to provide evidence of primary facts which, if proven, could lead a Tribunal to infer that she had been discriminated against. If those facts were established, then the burden of proof would shift to the respondent to explain the reason for the alleged treatment.

12. Section 136 of the Act sets out the formal structure which underpins these principles:

(2) If there are facts from which the court could decide, in the absence of any other explanation, that a person (A) contravened the provision concerned, the court must hold that the contravention occurred.

(3) But subsection (2) does not apply if A shows that A did not contravene the provision.

13. Aside from denying that it treated the claimant unfavourably because of pregnancy, the respondent also relied on Schedule 22 of the Act in respect of allegations 1-4. This provides an exception to maternity discrimination where an act is done to comply with the protection of a pregnant woman under statute, for example under the Health & Safety at Work Act 1974. Such an act does not amount to unlawful discrimination.

14. The respondent relied on a number of authorities in support of its position, principally: Chief Constable of the West Yorkshire Police v Khan [2001] ICR 1065; R (on the application of E) v The Governing Body of JFS [2010] IRLR 136; Onu v Akwiwu [2014] IRLR 448; Interserve FM Ltd v Tuleikyte [2017] UKEAT/0267/16/JOJ; and Johal v Commissioner for Equality and Human Rights [2010] UKEAT/0541/09. These and other relevant authorities are discussed in the Conclusions to this judgment.

Findings of fact

15. The respondent, trading as Bluebird Care (Sunderland), provides in-home or domiciliary care services for adults and children in need of support or specialist care. The claimant applied for a position as a care assistant. In her health declaration form, she stated that she experienced anxiety but had good management of it.

16. In May 2020 the claimant applied for and was offered a position as a Care Assistant. She began a period of shadowing in this role. The claimant was provided with three written contracts almost simultaneously. The first was a contract as a care assistant, providing domiciliary care in customers' homes. The claimant had no fixed place of work under this contract, but was required to work at any location within reasonable travelling distance from her home. The respondent was under no obligation to provide any minimum working hours, but such hours as were offered and worked were to be paid at the hourly rate of £9. The claimant's start date was stated to be 4 July 2020, though in the event she did not carry out any work under this contract.

17. On 2 July 2020 the claimant was given an additional contract as a live-in care assistant. This was a contract for unmeasured work based on being assigned to provide care to a particular customer. The contract incorporated terms and conditions appended as a Daily Average Agreement. The claimant's pay was stated to be "from £85" per day. The termination provisions gave the respondent the right to terminate the contract at any time should the work no longer be available, in which case he respondent would attempt to find alternative work though this "may not always be possible".

18. A third contract as a live-in care assistant was then issued in the same terms as the above, clarifying that the claimant's start date was 7 July 2020 and setting out clearer terms on the pay provisions. It identified a daily rate of £100 following an increase from £85 from 1 August 2020, and provided for a payment of £18 if the claimant chose to work her two hour break during the day. It was at the claimant's discretion whether to work this break or not.

19. After starting the initial period of shadowing as a care assistant, the claimant expressed a preference for a position as a live-in carer. Such vacancies arise very rarely but at that time the respondent had a position available. It was therefore agreed that the claimant would be allocated to this assignment, caring for a client (D). D had severe disabilities (quadriplegic cerebral palsy) and required 24/7 care. The claimant was assigned to his care on a live-in basis, sharing the role with another care worker. The claimant's shift pattern was three days on, and three days off. Her first official shift was on 7 July 2020. Each day she had a two hour rest break during the day, plus 11 hours' rest from bedtime.

20. Due to the Covid-19 pandemic, D agreed that his carers could stay at his home during their daytime break. As a result, the respondent agreed to pay staff for this break, an arrangement the claimant was happy with. Being paid for her daytime break was the claimant's preference rather than travelling home during the day and incurring extra fuel costs.

21. Contained within the claimant's employment contract, in the 'Task Timetable', her job specification required her to be available "as and when required" during the night shift for customers that wake up.

22. The claimant's contracts as a care assistant and as a live-in care assistant co-existed alongside each other, in that if she wanted to do domiciliary care as well as

live-in shifts, she could. Her relationship with the respondent could therefore survive the termination of one type of contract or one assignment.

23. This arrangement continued until the events giving rise to this claim.

24. The respondent's contract for D's care was with his mother, GW. Although the care workers were supplied by the respondent, GW had complete control over any decision regarding the arrangements for D's care. She met the claimant at interview and was impressed by the fact that she seemed eager to look after D. GW had regular contact with the claimant as part of the care relationship. At the beginning of the arrangement she felt that the claimant and D got on very well, and the claimant encouraged his interests in crafting and helping the community.

25. The respondent prepared a care plan, and the charges for the care were calculated by reference to this, taking into account the amount of contact time. There was an expectation that overnight care may occasionally be needed, but not on a consistent or significant level. In practice, D awoke and needed care during the night occasionally. Had the level of care changed, or the care plan needed amending, this would have been discussed between GW and the respondent, with agreement being reached also on any impact the changes might have had on the fees charged. Occasional waking would not lead to a formal review, but if a pattern emerged then D's care needs, the amount of contact time and the resulting effect on charges would be reviewed.

26. The respondent's managers at this time were Fiona Hagon, Office Administrator, Lauren Burnham, Office Manager, and Lynn Bell, Deputy Manager and Senior Care Coordinator. Ms Hagon had more of the day to day contact with the claimant, though Ms Burnham met with her occasionally.

27. On 19 May 2021 the claimant found out she was pregnant and immediately phoned D to let him know. He was genuinely pleased to hear the news. The claimant then phoned the respondent's office and spoke to Lynn Bell, who was also genuinely happy about it, asking the claimant if she could let the rest of the office know there and then. The claimant notified GW by a text message, and she replied saying:

> "Oh Abi. That's just the best news!!!!! Congratulations to you both. Woo hoo xx."

28. Neither the respondent's managers nor D or GW had any problem with the news of the claimant's pregnancy, and all were genuinely happy to hear her news. The following few weeks were uneventful. No difficulties arose in respect of the claimant's need to attend ante-natal appointments during working hours.

29. However, GW did notice some changes in the level of care that the claimant was providing to D after she became pregnant. She was aware that the claimant had started taking additional rest periods, which concerned her. For example, the claimant was resting during the day when she should have been caring for D, who was left in his room. She could have taken rest during D's own bed rest between 3:00pm and 5:30pm, but took breaks at other times.

30. GW felt that the claimant was quite vocal about her needs and rights on a daily basis, to the point where D felt guilty about asking her to do things for him. She was also aware that the claimant had been absent due to pregnancy-related treatment, and these absences were often at short notice despite the claimant assuring GW that any such absence would be planned. These unplanned absences unsettled D and he began to become anxious about who would care for him. Continuity was very important to him and the absence of this, especially with carers with whom he had formed relationships, was potentially damaging to his mental health.

31. During the night on 11 June the claimant was woken by D. This had happened on previous occasions, but this time the claimant raised the issue because she felt she was entitled to be paid overtime (or take time in lieu) due to her pregnancy. She emailed Ms Hagon that day and on 15 June when she was again woken overnight. In the email she raised a number of queries about her wages and also asked about being paid overtime for the extra time on the broken nights.

32. The emails led to a phone call between the claimant and Ms Hagon on 15 June to discuss the wages queries, which formed the basis for Allegation 1. The claimant alleged that Ms Hagon made the following comment during this phone call:

> "If you're getting tired now that you're pregnant then maybe you need to think if this is the right job for you".

33. The claimant took this to mean that Ms Hagon was suggesting she look for another job.

34. When Ms Hagon phoned the claimant, they discussed her request to be paid overtime for being woken up by D. The claimant confirmed that D had been doing this for some time, but she had not completed the contact time paperwork because she did not want the customer to be paying any extra. What had changed was that the claimant felt she needed her rest and waking through the night was resulting in her being tired due to her pregnancy. Ms Hagon asked the claimant "if this was the right role for her at this time as she had mentioned on several occasions about being tired and having disturbed sleep is affecting her now that she is pregnant". Ms Hagon told the claimant she was happy for her to continue in her role, and said it would be reviewed as part of a risk assessment. Other positions could be offered if the claimant wanted a change of roles.

35. The claimant's immediate response was to ask whether she was being made redundant and Ms Hagon said this was definitely not the case. The claimant had made an incorrect assumption about this. Ms Hagon referred to the role specification in the claimant's contract which stated that it was essential for a live-in carer to have a "good level of stamina and fitness to meet the physical demands of the job". Ms Hagon said the Deputy Manager (Lynn Bell) had told her to inform the claimant of this requirement. The claimant started to get upset and said her anxiety levels were affecting her. She brought the call to an end.

36. On cross-examination about this disputed conversation, Ms Hagon denied saying "Maybe you need to look for another job?" and asserted that that was how the

claimant took her comment. She addressed it in a follow up call shortly afterwards, explaining that that was not her intention, and she apologised.

37. Ms Hagon called back because she was concerned about the claimant being upset and wanted to ensure she was alright. This second call formed the subject-matter of Allegation 2, in which the claimant alleged Ms Hagon had made an inappropriate comment about her being "hormonal". The claimant disputed that Ms Hagon ever said the words "I'm sorry", and said she "didn't feel like [she'd] been apologised to".

38. Ms Hagon gave an account of this second call. She said the claimant apologised for ending the previous call abruptly and explained how the pregnancy was affecting her sleep. Ms Hagon was unable to complete an attempted risk assessment, as the claimant wanted to discuss payroll concerns which had previously been resolved. She denied saying, either during the assessment or at any other time, that the claimant was "hormonal", nor did she mention anything associated with her hormones.

39. On 15 June Ms Hagon emailed the claimant confirming that any additional contact time with D would need to be recorded and reported so that his care plan could be amended. The email noted that this subject had been discussed previously, but the claimant and her colleague had not wanted to increase the costs to the customer. Ms Hagon advised that the paperwork would need to be completed if the respondent was to provide support to her, and to enable any additional costs to be paid. She also referred to the option of having the claimant's daytime breaks covered, if working them was becoming too much.

40. The next incident, designated as Allegation 4, was the carrying out of a pregnancy risk assessment on 17 June. Ms Hagon called the claimant to say she would visit her at D's house to conduct the risk assessment while also dropping off some PPE. Her evidence, which we accepted, was that she asked the claimant if she was comfortable completing the risk assessment in front of D, and the claimant replied that she was. During the assessment, the claimant responded to the questions associated with anxiety by saying she and D supported each other with their anxieties. The claimant was the first to mention anxiety in front of D.

41. The pregnancy risk assessment document was discussed with the claimant at this meeting and completed by Ms Hagon. One of the risks identified related to trips and slips. It was stated to be an "increased risk of injury due to physical changes and/or hormonal changes". This was the only reference to hormones that was made.

42. Ms Hagon informed the claimant that the respondent would need to source cover for her breaks, which was the norm. The claimant did not want to have her break covered, as it would not be a paid break. Ms Hagon explained that this would be risk assessed and managed as the pregnancy progressed.

43. The following day, 18 June, the claimant obtained a Fit Note for one month, stating that "pregnancy and anxiety" was the reason for absence. No further detail was provided. At 4.30pm she phoned Ms Bell let her know. This formed the subject-

matter of Allegation 3. The claimant's evidence was that Ms Bell said: "Abi, I told Fiona to say that", referring to Ms Hagon saying, "Maybe you'd be more suited to a different role within the company now that you're pregnant". The claimant said she was shocked. Ms Hagon's evidence was that Ms Bell had told her that when she next spoke to the claimant, she should ask whether she thought this was the right role in the company.

44. The written evidence offered by Ms Scarfe-Hamilton related to a conversation she overheard on Thursday 1 July when she was in the office to collect wage slips and PPE. She said that Ms Bell spoke to GW about the claimant's job. Ms Bell asked GW if she wanted the claimant to come back, or for the replacement carer to take her place. Her statement said that D and GW "had no thought of the replacement carer taking Abi's place and everyone was happy for her to return to work after her sickness".

45. On 1 July Ms Bell phoned the claimant to discuss dates for her return to work from sick leave. The claimant followed this with an email identifying 16 July as her planned return date. There followed an email reply from Ms Bell dated 8 July about meeting to discuss the proposed return to work.

46. During this period discussions were taking place between D, his mother and members of the respondent's management team about the continuity of care for D in light of the claimant's sickness absence. The decision reached by GW and D, and implemented by the respondent through its director Mr Chacko, formed the subject-matter of Allegations 5 and 6, in which the claimant alleged that she was removed from her role and the respondent failed to offer her another live-in carer role on the same terms.

47. On 13 July a further telephone conversation took place between the claimant and Ms Bell, to discuss her return to work. Ms Bell told the claimant that the live-in role with D was being covered by another carer, and alternative roles were discussed. The next day, Ms Bell emailed the claimant about other options available to her. These included a 3 shift pattern working waking nights, or various hours providing daytime companionship, as well as a number of hours of domiciliary care which could be arranged to suit the claimant's availability. None of these options was followed up by the claimant, as she wished only to work in a live-in role even though her contract as a care assistant still existed.

48. On 9 July the respondent had placed an advertisement on Facebook for vacancies as care assistants and also live-in carers. This was a standard practice in order to bring in new recruits and in fact no such vacancy for a live-in carer existed at that time. The advertisement was unrelated to the decision made in respect of the claimant's assignment with D.

49. GW's evidence, which the Tribunal accepted, was that it was a challenge to provide last minute cover because of the training required for anyone taking over D's care. The last time the claimant was absent, GW had asked the respondent how long it would be for and what plans there were to provide cover. The respondent said the claimant had not indicated how long she would be absent for,

and that led to a discussion about the possibility of another carer (Laura) replacing the claimant in providing care for D full time.

50. GW felt that: “It was untenable to continue with the claimant taking last minute absence. At this point D’s mood was deteriorating as he saw all this playing out. He wanted to know what was going on and was very confused. He was fearful his routines and socialisation would be disrupted as his community contacts are a huge part of his life.”

51. GW felt that D’s requirements did not change during the time the claimant was caring for him, and he did not wake up more during the night. If anything the opposite was true. D endeavoured to make fewer demands of the claimant. Following several conversations between them, GW and D believed it was in his best interests for him to keep Laura as his live-in carer instead of the claimant. This was no reflection on her as a person or a carer, but “it was simply because we could rely on Laura to be able to provide the care D needs on a consistent basis”. It was important for D to have stability with his care and Laura had been trained in supporting his needs. She had also established a good rapport with D having previously provided backup care for him. The decision to continue with Laura rather than the claimant was discussed at length with several members of the respondent’s management team. The discussions started after the claimant had been absent for a few weeks. GW had no idea when she intended to return, if at all. She wanted to explore options to stabilise D’s care, and having Laura as a permanent carer was one of them. Having discussed the options with D, having Laura as his carer was the option he chose.

52. There was another change in the level of care the claimant was giving D after she became pregnant. As GW put it in her evidence: “The claimant provided good care for D until her pregnancy when she became less proactive and was reluctant to undertake duties such as lifting, handling or supporting D”. The claimant also started asking for additional assistance from an agency the respondent sometimes engaged, to take over D’s bedtime routines and personal care. The agency did so but as a gesture of goodwill as D was not their patient.

53. The claimant submitted a second Fit Note on 16 July for a six 6 week period. She did not return to work after this point, as her sickness absence led ultimately to her maternity leave. The claimant's anxiety was the effective cause of her absences, as she did not have a pregnancy-related illness, only fatigue.

54. In the meantime, the claimant submitted a grievance on 26 July, raising the complaints that form the subject-matter of the present claim. The respondent's failure to bring the grievance to a conclusion formed the basis for Allegation 7.

55. Initially the respondent took steps to deal with the grievance. On 30 July Lauren Burnham, Office Manager, invited the claimant to a meeting, and this took place remotely via Zoom on 13 August. Ms Burham was unable to conduct the meeting and so it was dealt with by Corinne Ward, Care Coordinator. There was a full discussion of the issues, in which the claimant explained how she felt about the way she had been treated. On the subject of being removed from the live-in role, Ms Ward commented that “the customer knew you told him once you had the baby

you will not be returning." The claimant challenged this, and was asked whether she had spoken to D about this, such as to give him this impression. She replied that she was "not sure because early on in pregnancy there was no discussion about moving forward". The claimant said she understood why the customer had come to the decision to retain the carer covering for her.

56. On 17 August the claimant received a WhatsApp message from GW. This was expressed in a friendly tone including smiling emojis, and stated:

> "Hi Abi. I hope you are keeping well and 'blooming'. I hear u r still on sick leave but hope that is just precautionary. You have quite a few things still at D's and I wondered if you would be able to collect them soon?"

57. The claimant emailed the respondent about their notes of the grievance, and the outcome. She also requested the company's registered office address. The typed notes were supplied on 19 August, and on 24 August the claimant sent her annotated version. The next step she took was to contact ACAS on 4 September.

58. On 6 October the claimant received the respondent's handwritten notes of the grievance meeting. She never received a formal outcome. The respondent later conceded that it had made an error in failing to see the grievance through to a conclusion, claiming that this was a misunderstanding as a result of the claimant having contacted ACAS to initiate her Tribunal claim.

59. The only other developments from that point were dealing with the formalities of the claimant's maternity leave. On 22 November she sent the respondent her form MATB1. Follow up emails were exchanged about the paperwork.

60. On 6 January 2022 the claimant's maternity leave began. As at the date of this hearing in March 2023, she had not returned to work. She did not take any steps to assert her right to return to work, nor did the respondent take any action to clarify the status of the claimant's ongoing absence from work.

61. On 16 June 2022 an email was sent by GW to Mr Chacko, in the following terms:

> "Following your telephone call this morning, I have drafted the following email regarding the change in D's care during Abi's time.
>
> When Abi started working with D, I was pleased they got on well and that she supported him in a way that made him feel happy and involved. She encouraged his interests in crafting and helping his community.
>
> When she became pregnant, we were delighted for her and her partner.
>
> When she took absence for an unspecified time because of the pregnancy, D became unsettled and anxious regarding how he would be supported. Laura had done cover previously and knew his routines, plus they had established a good relationship, so, fortunately, there was no disruption to his care and D was happy.

> As Abi's absence continued, D felt that he would like Laura to continue as his permanent carer since they had established a good bond and his life and routines were settled. That was important. He wanted stability in his care and made the decision to request that Laura remain as his 2nd carer.
>
> D and I discussed this at length and I believed this decision was absolutely in his best interests. D's welfare and happiness are my utmost priority.
>
> This decision was discussed at length with the Bluebird Managers and it was agreed that, providing she was prepared to do it, Laura would take up the ongoing live-in role."

62. This statement was prepared after the events and for the purpose of the present claim, but having heard GW's evidence at this hearing, the Tribunal accepts that the explanation given in this email was a true and genuine one.

Submissions for the respondent

63. Mr Ryan opened his submissions by saying there were multi-factorial reasons for the respondent's actions. This is a question of fact rather than a legal question of causation. The Tribunal was invited to consider firstly whether there was unfavourable treatment, and if so, what was the reason for the treatment.

64. Summarising the key authorities, Mr Ryan submitted that this is a 'reason why' case. The claimant has to establish that the decision-maker had acted for the subjective, conscious or subconscious, reason that the claimant was pregnant or because of a pregnancy-related illness. In determining the reason why an act was done, the 'but for' test is not the correct one. The key question is whether the pregnancy an 'effective cause' of the treatment complained. The fact of pregnancy is causally relevant but not in itself causally determinative. Relying on Johal, where the reason for not notifying the employee of a vacancy was administrative error, not her maternity leave, Mr Ryan submitted that the maternity leave was the occasion for the treatment complained of; but not the cause of it.

65. Referring to Khan, Mr Ryan said this is a case where the Tribunal may take the view that 'causation' is a "slippery word" and best avoided in this context. By addressing the 'reason why' question, and focusing on the mental processes of the decision-makers, the fact that the claimant was pregnant was part of the material background but was not the reason for the matters complained of. The key question in this case is just because the claimant's pregnancy contributed to (or was the context of) the customer's concerns, to some degree, that does not mean the respondent's actions were in breach of the Equality Act 2010.

66. The Schedule 22 exceptions are relevant to complaints 1, 2, 3 and 4. Schedule 22 paragraph 2 provides an exception to discrimination on the grounds of sex and pregnancy and maternity for anything done to comply with a statutory enactment for the purpose of protection of women. It also applies to any act done to comply with a relevant statutory provision as referred to in the Health and Safety at Work

Act 1974 if the act was done to protect the women concerned or to protect a description of women which included her.

67. This was illustrated by the EAT decision in Page v Freight Hire (Tank Haulage) Ltd [1981] IRLR 13. The case involved a tanker driver who was told by her employer that she could not drive a tanker carrying a chemical known to be dangerous to women of childbearing age. The EAT held that the company had a defence to an allegation of unlawful sex discrimination. The employer had to take account of all the circumstances, including the wishes of the woman, but where there was a risk of sterility or damage to the foetus the wishes of the woman could not be conclusive.

68. Therefore, there is no breach of section 18 only by the respondent doing something which it is required to do to comply with health and safety legislation for the protection of women. This includes carrying out a risk assessment. In Busch v Klinikum Neustadt GmbH & Co [2003] the ECJ stated that: "Where there is a risk to the health and safety of a worker or a negative effect on her pregnancy or breastfeeding the employer should temporarily adjust the worker's working condition or hours or if that is not possible move the worker to another job or as a last resort grant the worker leave."

69. In his submissions on the facts, Mr Ryan referred to the claimant's sense of entitlement (her "mindset", as admitted in her evidence) which may have had an impact on her approach towards D. He invited us to find that this had some relevance to the customer's concerns, which then moved on to continuity of care and the impact on D. There is also evidence that the claimant told D that after her pregnancy she would not be coming back to work.

70. In respect of Allegations 1-4 the respondent disputes that the treatment was unfavourable and also relies on the exemption under Schedule 22 as the underlying reasons related to the protection of the claimant's health and safety.

71. Dealing with Allegation 5, Mr Ryan submitted that the primary argument was end user/third party instruction, as pleaded. The respondent relies on the key aspects of GW's oral evidence:

"It was to do about D, I was concerned about his mood, I wanted continuity and stability about this care. That is all I was bothered about".

72. That concern, and that customer wish, was the reason for the respondent's decision, and it was not because of the claimant's pregnancy. The customer concerns about continuity of care and aspects of the claimant's approach to D were the reason in Mr Chacko's mind. The issue is whether the concerns over the continuity and stability of care for D is properly separable from the claimant's pregnancy. The respondent asserted that it was, when determining the effective reason. Had D not had those concerns, then the claimant would no doubt have returned to the assignment and that was the reason why the respondent made its decision. This is not the same as saying that the claimant was 'removed' because of her pregnancy or related illness.

73. In response to Allegation 6, Mr Ryan pointed out that the respondent was willing to accommodate the claimant but the only roles available were those offered. There were no feasible alternatives as the claimant only wanted a live-in carer role and none were available. The respondent was not obliged to create a role on the claimant's return from sick leave (not maternity leave).

74. The respondent conceded that Allegation 7 is unfavourable treatment, but the failure to progress the grievance was based on an organisational failing, not pregnancy.

75. Mr Ryan addressed the burden of proof, acknowledging that the Tribunal may consider that the nature of the concerns of GW and D are facts from which we could conclude that there was discrimination, such that the burden of proof passes to the respondent. However, he invited us again to conclude that the claimant's pregnancy was causally relevant but not in itself causally determinative. What was causally determinative was D's needs and wish for continuity – and the respondent's wish to follow the customer's instructions for D's benefit and reduce his anxiety.

Submissions for the claimant

76. The claimant felt strongly that if she had not been pregnant she would still have her job. She felt unsupported by the respondent, both as a pregnant employee and generally. She was aggrieved never to have had an apology or any indication that she had been improperly discriminated against on the grounds of pregnancy.

77. The claimant said she felt "heartbroken" by the actions of the customer and his mother, and let down and unsupported by the respondent. She asserted that her contract was as a permanent living carer for D in an ongoing role which still exists. She had always worked in this role and had never undertaken any other role for the respondent.

78. The claimant referred to her exemplary service and conduct. She felt she was professional and that the customer was happy with her work. After she became pregnant she was never aware of any ill feeling towards her from the customer or his mother. She was taken by surprise by the decision being made by the customer and his mother, in what she felt was a short time frame, to permanently retain the cover person in her role. She compared her sickness absence with a carer being away on annual leave. The respondent did not tell GW of her intention to return to work on 16 July, and the claimant took this as a clear indication of their intent, which was because of her pregnancy.

79. She believed the purpose of the return to work call was on the understanding that she would be returning to work in the job role she had always done. The only change was that she was pregnant.

80. The claimant concluded by referring to her grievance and the lack of any formal outcome.

Conclusions

Legal principles

81. Section 18 Equality Act 2010 prohibits unfavourable treatment because of pregnancy and protects workers who are absent for pregnancy-related illness or who exercise their right to maternity leave.

82. The question of '*unfavourable treatment'* was considered in the Supreme Court case of Trustees of Swansea University Pension & Assurance Scheme and another v Williams [2019] IRLR 306, which held that this is to be assessed by reference to an objective test based on a broad assessment. The case involved alleged discrimination under section 15 of the Act, arising from disability (the facts of which are not pertinent here). The Court held that there are two simple questions of fact:

- what was the relevant treatment ? and
- was it unfavourable to the claimant?

83. In the EAT's earlier judgment in Williams ([2015] IRLR 885; upheld on appeal), the Court dealt with the meaning of the word *unfavourably* which in section 15 claims (disability) and section 18 (pregnancy), does not require a comparator. The Court said that the word 'unfavourably' has the sense of placing a hurdle in front of, or creating a particular difficulty for, or disadvantaging a person. The determination of what is unfavourable involves an assessment in which a broad view is to be taken and which is to be judged by broad experience of life. Persons may be said to have been treated unfavourably if they are not in as good a position as others generally would be. Sometimes this may be obvious: as for example, where a person may suffer a life event which would generally be regarded as adverse – being required to work harder, longer, or for less.

84. In Johal v Commissioner for Equality and Human Rights [2010] UKEAT/0541/09 the EAT said the question to be answered is simply this:

- Why was the claimant treated in the manner complained of?
- Was it 'because of' her pregnancy?

85. The words '*because of*' were later discussed in Indigo Design Build & Management Ltd & another v Martinez UKEAT/0020/14 UKEAT/0021/14, which reinforced that a 'but for' test does not apply. The EAT referred to the Court of Appeal authority of Onu v Akwiwu [2014] IRLR 448 CA, as well as Johal, as setting out the correct test. This applies to section 18 cases in the same way as claims of direct discrimination under section13.

86. In Onu the Court of Appeal discussed the word 'causation' and agreed that this can be "a slippery word", per Chief Constable of West Yorkshire Police v Khan [2001] ICR 1065. In Khan the House of Lords clarified that causation is an objective test. The '*reason why'* someone acted is a question of fact requiring an

assessment of what, consciously or unconsciously, was the reason why the person acted. This is a subjective test. The Court also referred to Nagarajan v London Regional Transport [1999] IRLR 572 in its analysis of the words 'grounds' and 'by reason that', expressing the view that the 'grounds' for the treatment and the 'reason' for the treatment are synonymous. Following Nagarajan, discrimination can be made out if the protected characteristic had a significant influence on the outcome.

87. Onu concerned quite different facts relating to the ill-treatment of a claimant who had no proper immigration status. Broadening the case out to more general principles, Underhill J said:

> "What constitutes the 'grounds' for a directly discriminatory act will vary according to the type of case. The paradigm is perhaps the case where the discriminator applies a rule or criterion which is inherently based on the protected characteristic. In such a case the criterion itself, or its application, plainly constitutes the grounds of the act complained of, and there is no need to look further. But there are other cases which do not involve the application of any inherently discriminatory criterion and where the discriminatory grounds consist in the fact that the protected characteristic has operated on the discriminator's mind – what Lord Nicholls in Nagarajan called his mental processes – so as to lead him to act in the way complained of. It does not have to be the only such factor: it is enough if it has had a significant influence. Nor need it be conscious: a subconscious motivation, if proved, will suffice. Both the latter points are established in the speech of Lord Nichols in Nagarajan."

88. In R (on the application of E) v Governing Body of JFS and others [2010] IRLR 136, the Supreme Court held that it is necessary to address simply the question of the factual criteria that determined the decision made by the discriminator. However, where the factual criteria which influenced the discriminator to act as he did are not plain, it is necessary to explore the mental processes of the discriminator in order to discover what facts led him to discriminate. Such a 'subjective test' is the exercise of determining the facts that operated on the mind of the discriminator, not his motive for discriminating.

89. The Employment Statutory Code of Practice at paragraph 8.20 also provides that:

A woman's pregnancy or maternity leave does not have to be the only reason for her treatment, but it does have to be an important factor or effective cause.

90. When considering the reason for the treatment, it does not necessarily follow that because it took place during a worker's maternity leave, it was done *because of* that leave: Sefton Borough Council v Wainwright [2015] IRLR 90. The question of *why* the treatment occurred still had to be causally established. The EAT in the case of Interserve v Tuleikyte [2017] IRLR 615 held that it is necessary to show that the reason or grounds for the treatment – whether conscious or subconscious – must be absence on maternity leave, and the mere fact that a woman happens to be on maternity leave when unfavourable treatment occurs is not enough to establish unlawful direct discrimination.

91. In summary, the issues here need to be determined by reference to the facts of the case. The Tribunal has asked itself whether the seven allegations amounted to unfavourable treatment, and in the case of Allegations 1 to 4, whether the exemptions in Schedule 22 of the Act apply. The next question is whether any unfavourable treatment was because of pregnancy, through an examination of the criteria or mental processes that the decision-makers had in their minds. If pregnancy or maternity featured (consciously or unconsciously) in their minds, it could amount to discrimination if it had a significant influence on the outcome. A further question is whether the claimant's pregnancy was simply the occasion or context in which the treatment took place – a key element of the respondent's submissions – or whether it was the reason why she was treated as she alleges.

Credibility

92. Before turning to the seven allegations, it is important to note that much of the evidence about them involved disputed accounts between the parties. In reaching our decision we considered the credibility of the witnesses who gave oral evidence, as well as reviewing the evidence as a whole in order to resolve such differences. On balance, we concluded that the claimant's evidence was at times less reliable than the evidence of the respondent's witnesses, in that she presented a highly subjective interpretation of events, possibly influenced by the anxiety she was experiencing at the time. She frequently expressed herself in terms of her "feelings" about what she thought her managers were saying to her, and she seemed ready to assume the worst of their words and intentions.

93. We were persuaded that the respondent's witnesses were frank and truthful in their accounts of the disputed events, and accepted Ms Hagon's explanations of her interactions with the claimant. We were particularly impressed by the evidence of GW, who was the substantive influence on the decision implemented by the respondent. Her generally high regard of the claimant was evident, and although she made some criticisms about the claimant's change of attitude towards her care of D, she did not seek to overstate them. The decision that GW reached in discussion with her son was very personal in nature and had only D's best interests at heart. That is not to say that GW's motives automatically rendered the decision free of discrimination, but her mindset was a central feature of the case and we had no doubt at all that she was genuine and reliable in her account of events.

Allegations 1 to 7

94. Our conclusions on Allegations 1 to 7 are set out below.

Allegation 1
15 June 2021
Ms Hagon: "If you're getting tired now that you're pregnant then maybe you need to think if this is the right job for you".

95. We preferred the respondent's version of this conversation and accept that Ms Hagon's comment was aimed at checking whether the claimant was comfortable doing her job whilst pregnant, due to the concerns she herself had raised. From a

health and safety perspective, Ms Hagon was concerned that the claimant was complaining of tiredness and being woken up by D during the night. She was prepared to explore whether the claimant might prefer another role within the company, which did not involve sleeping overnight and being woken up.

96. We conclude that Ms Hagon was calm and prepared for the call, having been asked by her manager Ms Bell to ask this question. Had the question not been asked, the respondent might be said to be failing in its duty of care. There was no evidence that the respondent had a problem with the claimant's pregnancy, and it readily agreed to her requests for absence for antenatal care.

97. The claimant preferred to stay in her live-in role with D, and to be paid overtime for any overnight contact time. In principle the respondent had no difficulty with reviewing D's care plan and taking steps to secure additional funding for the extra contact hours. From the respondent's point of view, the issue was not controversial but the claimant leapt too quickly to the conclusion that she was losing her job. When the claimant asked whether she was being made redundant, Ms Hagon immediately reassured her that this was not the case, yet the claimant did not accept that reassurance.

98. We conclude that Ms Hagon's comment was not unfavourable treatment and in any event that the Schedule 22 exemption applies.

Allegation 2
15 June 2021
Ms Hagon comment about the claimant being "hormonal"

99. On cross-examination Ms Hagon was emphatic that she had not said that the claimant was "hormonal". We accepted that evidence, and take into account the fact that the claimant's version of this was very vague. She was unable to provide even the gist of the words used, other than the the word itself. We believe that this comment is possibly explained by Ms Hagon reading aloud the risk assessment document, which included reference to hormonal changes, when she met the claimant.

100. We conclude that no such comment was made, or if it was then it did not amount to unfavourable treatment. In any event, Schedule 22 exemption applies.

Allegation 4
15 June 2021
Manner in which Ms Hagon carried out pregnancy risk assessment

101. The essence of this complaint is that the claimant was unhappy for the risk assessment to be carried out in D's home and in his presence. In her evidence the claimant did not deny that she agreed to do this. She claimed not to have had any choice, but we do not accept this. In all other respects the claimant was able to assert herself and we do not doubt that she would have done so on this occasion if she had not wanted to go ahead. She did not ask for it to be rearranged or to be held in private.

102. We note also the frankness with which the claimant sometimes discussed her private affairs and her long-standing anxiety with D. He was one of the first people she contacted with news of her pregnancy. He and the claimant shared their common experience of anxiety. Ms Hagon conceded that with hindsight it was perhaps not appropriate to conduct the risk assessment there and then. However, she had a legitimate reason to do so in light of the claimant reporting fatigue due to pregnancy and being woken up in the night.

103. We conclude that this allegation did not amount to unfavourable treatment and in any event that the Schedule 22 exemption applies.

Allegation 3
18 June 2021
Ms Bell: "I told Fiona to say that" / "maybe you would be more suited to a different role within the company"

104. This overlaps with Allegation 1, extending the complaint to Ms Bell. We accept the respondent's evidence about this comment, which was raising the possibility of the claimant taking up a different role within the company. This would only happen if she wanted to make a change to accommodate her pregnancy-related tiredness. The respondent said nothing to suggest putting her employment in question. We noted that when questioning the respondent's witnesses the claimant said it was the "tone" used when the question was asked, as if to say, "Maybe you need to look for another job?". Even on her own account of this comment, the claimant effectively acknowledged she was putting words in the mouths of her managers.

105. We conclude that this comment was not unfavourable treatment and in any event that the Schedule 22 exemption applies.

Allegation 5
Around 13 July 2021 – Removal of claimant from her work with D and refusal to allow her to return.

106. This was the most serious of the allegations made by the claimant. The fact that she was removed from the live-in role as D's carer was not in dispute, though the respondent did not concede that it amounted to less favourable treatment. Even if it did, the respondent submitted that it was not because of the claimant's pregnancy.

107. We considered whether the respondent's contractual right to move the claimant from one role to another was a neutral act, or whether it was in fact unfavourable to her. We felt on balance that it was not unfavourable to move the claimant from one assignment to another in keeping with her contract terms. The respondent had the contractual right to remove the claimant from the role as D's live-in carer. Contrary to the claimant's submission, she was not employed in that position on a permanent basis, but was assigned to work with D when that vacancy happened to arise after she started her shadowing as a domiciliary care assistant. If that vacancy had not arisen, the claimant would have continued working for the respondent as a care assistant travelling to customers' homes. That contract was never terminated. In her evidence the claimant acknowledged that she could not

expect to return to work for D after maternity leave, as that was not in the respondent's gift. She understood and accepted the nature of the contractual arrangements.

108. The two contracts on which the claimant was engaged involved quite different working patterns but the hourly rate of pay was £9 in either case. Her actual earnings would depend on the number of hours offered and accepted, but in principle the claimant would have been able to continue in her employment and maintain her level of earnings. The respondent was willing to offer the claimant a working pattern which suited her preferences.

109. Applying Williams, we recognise that the bar for determining what is unfavourable is fairly low, but taking a broad assessment of the position we are unable to conclude that this treatment was unfavourable to the claimant. If we are wrong about that, then we do not agree in any event that the reason for the treatment was because of pregnancy.

110. The 'reason why' this decision was made had to be examined very carefully. We considered in detail the evidence of GW, the substantive decision-maker in consultation with D. Mr Chacko was the person who gave effect to the decision, but did so only because the customer required him to do so. The respondent submitted that its reason for taking that action was the customer's concerns and wishes. It was not because of the claimant pregnancy, her related illness or her plan to take maternity leave.

111. Applying a 'but for' test, this allegation has an appearance of the decision being made because of the pregnancy and maternity aspects of the case. However, that would be to apply the wrong approach. The authorities on the 'reason why' test make clear that we need to consider the mindset of those involved, determine whether pregnancy and maternity factors were in their minds, and if so, whether those factors were a significant influence or effective cause of the treatment.

112. We have made detailed findings of fact above about the rationale for the decision that weighed in GW's mind. Put succinctly:

> "It was to do about D, I was concerned about his mood, I wanted continuity and stability about his care. That is all I was bothered about".

113. GW's email of 16 June 2022 to Mr Chacko also encapsulates the rationale for the decision. Its essential features were that:

- There had been changes to D's care during the claimant's time.
- They initially got on well and D felt well supported.
- The claimant's sickness absence (for an unspecified period of time) led to D becoming unsettled and anxious.
- The replacement carer had previously established a good relationship and could provide undisrupted care to D.
- D wanted Laura to continue permanently and his life and routines were settled.
- It was important to D that he have stability in his care.

114. In her evidence to the Tribunal GW expressed her and D's anxieties in strong terms:

> "It was untenable to continue with the claimant taking last minute absence. At this point D's mood was deteriorating as he saw all this playing out. He wanted to know what was going on and was very confused. He was fearful his routines and socialisation would be disrupted as his community contacts are a huge part of his life."

115. The change in the claimant's mindset was also apparent from aspects of her evidence to the Tribunal. On the one hand she was fatigued in early pregnancy and concerned about being woken overnight by D, yet she said she was not too tired to do her job, and her preference was to be paid overtime. She also wished to continue working her daily two hour breaks so that she could be paid. It was striking that when asked questions on cross-examination about health and safety issues, the claimant talked about how safe *she* felt while working in D's home, making no mention of any impact on D in spite of his many vulnerabilities. It might be understandable that the claimant's focus was on her pregnancy at this important time in her life, but at the same time GW's focus was on her son's welfare.

116. We accept the respondent's submission that the claimant would have returned to her live-in role had GW not raised concerns about continuity of care, and the related concerns about changes in the claimant's approach to D's care after she became pregnant. It was not the fact of her pregnancy, nor the sickness nor the prospect of taking maternity leave which was the cause of the concern. Those were the circumstances in which the change of carers came about, but not the reason why the decision was made. We heard evidence that arrangements for D's care were covered when absences were planned, such as annual leave. This would have been the case for the claimant's maternity leave. However, D and GW were unhappy about some short-notice absences on the claimant's part. These were unsettling for D and given the severity of his disabilities, appropriate cover from a trained carer was not always easy to arrange.

117. The claimant had been absent on sick leave for several weeks by the time the decision was made, and neither GW nor the respondent could be sure that she would return on the expiry of the Fit Note. Furthermore, we are not persuaded that the claimant's absence was in fact pregnancy-related. The claimant's evidence, supported by the risk assessment document, was that fatigue was affecting her. She was not otherwise unfit to work due to her pregnancy. The claimant's sickness absence was clearly triggered by her anxieties about a number of pay issues, including the request for overtime made on 15 June, and her interactions with the respondent. Her reaction to the conversations with Ms Hagon were the trigger for the absence, which was effectively caused by the claimant's pre-existing anxiety condition.

118. We accept that on the particular facts of this case, the concerns over the continuity of care for D are properly separable from the claimant's pregnancy, when determining the effective reason for the decision. Had the concerns not been

raised, none of the individuals involved would have had any difficulty with the claimant's pregnancy, and proper arrangements for stable cover during her maternity leave would have been made well in advance.

119. We were satisfied that GW's conscious and unconscious thinking was to do with D's needs as a vulnerable adult and that the claimant's pregnancy was not a significant influence nor an effective cause of the decision.

Allegation 6
Around 13 July 2021
Failure to offer the claimant other live-in care work on same terms

120. The evidence was that live-in roles arose on rarely, and at the time of these events no such vacancy existed. Such alternative roles as were available were offered by the respondent, who was willing to accommodate the claimant as far as possible. The respondent offered flexible shifts as a care worker and made it plain to the claimant that she could accept the hours that suited her. The claimant, however, was not prepared to work in anything other than a live-in carer role, but none were available. The respondent could not be expected to create a role for the claimant after her return from sick leave.

121. This allegation flows from Allegation 5 and we adopt the same reasoning here in reaching the conclusion that this was not unfavourable treatment and even if it was, it was not because of pregnancy.

Allegation 7
Around July/August/September 2021
'Rejection' of the claimant's grievance

122. The respondent conceded that it was unfavourable treatment not to process the claimant's grievance to a conclusion, and we agree. We also accept Mr Ryan's submission that the reason why the grievance was not handled correctly was due to administrative error. Initially there were some difficulties arranging the grievance meeting, but these were entirely reasonable given that Ms Ward had to stand in for Ms Burnham at short notice. Shortly after the meeting took place, the claimant contacted ACAS to initiate this claim. The respondent incorrectly believed that it should await the outcome of the hearing, but the claimant's pregnancy and maternity rights had no bearing at all on their mistake.

123. Taking the allegations as a whole, we are satisfied that there were multiple factors in the minds of the decision-makers, but the claimant's pregnancy featured only in the background. The events happened in the context of the pregnancy, but not because of it. None of the respondent's witnesses had any problem with the pregnancy, and it was not a significant influence on their actions.

124. GW knew the claimant might not be coming back to care for D, because other arrangements might be made, though she was receptive to that idea. She did not think it was unreasonable for the claimant to feel undecided or vague about her plans, or to change her mind later. But her absence on sick leave on an open-ended basis was a factor in her mind.

125. We note further that it may have been in the respondent's mind that the claimant had given D reason to believe she may not be returning to work after her maternity leave. In her witness statement Ms Bell said that the claimant had on several occasions told D she was not returning to work. This evidence had limited weight as the witness did not attend the hearing, but we conclude on balance that the claimant did give this impression to D. During cross-examination the claimant was asked whether she had tried to reassure D about returning from maternity leave. She replied, “Not really, but I probably did say I'd be taking a lot of time off after the baby was born”. In response to the Tribunal's questions she said she had always wanted to return to work, but might have said that she wanted to drop down to two days. The respondent's notes of the grievance meeting show that the claimant conceded that she may have told D she was not returning to work.

Summary

126. This has not been an easy decision to reach. The claimant's rights as a pregnant employee have to be balanced against the rights of a severely disabled person and his mother to exercise autonomy over his care arrangements. Those rights seemed on the face of it to be in conflict. However, the claimant pins her case on the wrong legal test: ‘but for’ the fact that she was pregnant, she would have stayed in her job. The correct test is considerably more subtle and needed a careful analysis of the facts.

127. Overall we conclude that the claimant did present evidence of primary facts which could lead to an inference of discrimination. On the face of it, Allegations 1 to 6 appeared to arise from the claimant's pregnancy. We therefore needed to hear from the respondent to understand its explanations for the conduct, and were satisfied that the respondent met that burden of proof.

128. Allegations 1 to 4 were not supported by the evidence and we accepted the respondent's version of these events. We also accepted that the health and safety exemption provided by Schedule 22 applied.

129. Allegations 5 and 6 were the more serious issues and we have set out our reasons above for concluding that the claimant’s pregnancy was not a ‘significant influence’ on or an 'effective cause' of the respondent's actions. We accept the respondent's submission that the fact of the pregnancy was causally relevant but not causally determinative. After examining the mental processes of the decision-makers, we conclude that the pregnancy was part of the factual background but was not the reason for the treatment (Sefton and Interserve).

SE Langridge
Employment Judge Langridge

JUDGMENT SIGNED BY EMPLOYMENT JUDGE ON 21 September 2023

JUDGMENT SENT TO THE PARTIES ON

22 September 2023

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