# EMPLOYMENT TRIBUNALS

| **Claimant** | | **Respondent** |
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| **Grace Ejiga** | **v** | **Olive Jar Digital Limited** |

**Heard at**: London Central **On**: 19 - 20 December 2024

**Before:** Employment Judge Lewis

**Representation**

**For the Claimant:** Mr A Sugarman, Counsel

**For the Respondent:** Mr B Keith, Counsel

## JUDGMENT

By judgment sent out on 31 December 2024, the tribunal found that:

1. The claimant was unfairly dismissed.

2. The claim for wrongful dismissal (notice pay) was upheld.

3. The respondent made unauthorised deductions from the claimant's pay for the period 3 – 21 May 2024.

4. In respect of the unfair dismissal claim, the claimant was awarded:
   4.1. a basic award of **£2,800** and
   4.2. a compensatory award of £500 + 25% ACAS uplift = **£625.**

5. For wrongful dismissal the claimant was awarded: **£18,288.82** (£14,268 net pay + £3567 ACAS uplift; £330.21 employer pension contribution + 82.55 ACAS uplift; £32.85 healthcare + £8.21 ACAS uplift).

6. For unauthorised deductions, the claimant was awarded: **£3,300.19** (£2,634.09 12 days net pay + £658.52 ACAS uplift; £6.06 healthcare + £1.52

ACAS uplift). There is no pension contribution loss for these 12 days because it was paid at the time.

The claimant requested written reasons by email dated 9 January 2025. There was a small administrative delay in this request being passed on to me, for which I apologise. The following are the reasons.

# REASONS

**Claims and issues**

1. The claimant brings claims for unfair dismissal, wrongful dismissal (notice pay) and deduction of wages between 3 and 21 May 2024.

2. The issues are as follows:

Unfair dismissal

2.1. Was the claimant dismissed or did she resign?

2.2. If she was dismissed, the respondent has not put forward a reason for dismissal and accepts the dismissal would be unfair. Conversely, the claimant insists she was dismissed. She is not arguing constructive dismissal in the alternative.

2.3. Was there a breach of the ACAS Code on Disciplinary and Grievance Procedures?

2.4. If the dismissal was unfair, should compensation be reduced to reflect the chance that the claimant would have left in any event because she was not prepared to accept the performance improvement plan or that she would have been fairly dismissed for that reason?

2.5. Should there be a deduction for contributory fault for not engaging with the PIP and/or for breaching her contract by working elsewhere?

2.6. If the claimant wins, remedy.

Wrongful dismissal

2.7. Was the claimant dismissed or did she resign?

2.8. The respondent accepts that if the claimant was dismissed, she is entitled to notice pay.

Deduction from wages

2.9. This claim is for 12 days ie between 3 and 21 May 2024. The claimant is only entitled to this if she was dismissed as opposed to having resigned. The issue is therefore is whether she was dismissed on 21 May 2024.

3. The key issue in all three claims is whether the claimant resigned or was dismissed. As the claimant has new employment and does not claim loss of earnings beyond the notice period, the compensatory award for unfair dismissal (apart from any award for loss of statutory rights) would duplicate compensation for notice pay. Counsel agreed that this made the issues of Polkey and contributory fault of very little value. They therefore spent less time on the aspects relevant to those issues during the hearing, while recognising that the matters may have some relevance in terms of context for deciding whether or not there had been a dismissal.

**Procedure**

4. There was an agreed trial bundle of 278 pages and a witness statement bundle. The bundle contained many documents with names redacted to the point of unintelligibility. I advised the parties that this did limit me and I would not have agreed redaction. Where I was referred to specific text, I was told the redacted names. I advised the parties that in the probably unlikely event that members of the press should ask to see the documents, they would have to supply unredacted copies.

5. The tribunal heard from the claimant and, for the respondent, from Rajesh Thakrar. Olivia Nixey had travelled abroad and was located in a country from which she was not allowed to give video evidence I said that I would read her witness statement but could not give it much weight as she was not here to answer questions. The respondent accepted this.

6. Without prejudice negotiations took place from 2 to 21 May 2024. The parties have not waived privilege on the content of these. There were without prejudice documents in the agreed trial bundle, which were put in there by the claimant's solicitors and overlooked by the respondent's solicitors. However, the respondent did not agree to waive privilege. Several times I had to prevent witnesses and Counsel from straying into without prejudice territory. I said that if they wished to do so – or to suggest that part of a document was not privileged, they would need to make an application or jointly agree to waive privilege. They did not do so, apart from the agreement that they could refer to the dates and the fact that they were initiated by the claimant who wanted to talk about an exit deal.

**Fact findings**

7. The respondent is a provider of digital delivery services. It employs 15 employees.

8. The claimant was employed on 26 April 2021 as a Bid Manager. Her role involved managing the Bid Team and all tendering processes for the respondent.

9. The claimant was part of the Senior Leadership Team. She was promoted in July 2021 to Head of Bid Management with a pay rise to £80,000 + commission. This was to prevent the claimant leaving to take up a new role she had found elsewhere. The claimant was the respondent's highest paid employee. The claimant's commission was 5% of net profit on all bids won by the Bid Team.

10. The claimant received annual discretionary bonuses from the respondent. She was subject to Performance Development Reviews (PDRs') throughout her employment. The claimant's PDRs in July 2021, May 2022. March and October 2023 were very good. For example, in the March 2023 appraisal, feedback is recorded from Ms Beck that the claimant is 'a fantastic colleague and team member. Extremely organised, professional and always available … any work I see that she produces is of the very highest standard..'. Feedback from Pierluigi Garibaldi, [the claimant's what? In the Bid team] was also very positive, saying that the claimant was 'an extremely motivated and very hard worker … she is very dedicated to her work, a pleasure to work with and definitely an asset to Olive Jar'. Mr Thakrar himself noted 'really pleased with the input, tenacity and the proactive approach …'

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11. The claimant's contract of employment stated at clause 4, 'Your salary will be reviewed as a part of your annual performance review which will be held on or around the anniversary of the date you commenced employment with the company'.

12. The October 2023 PDS noted 'exceeds expectations' in 7 categories and 'meets expectations' in 6 categories. The claimant had completed the form, but Mr Thakrar reviewed it and signed it off. He wrote:

    'Thank you Grace for your hard work and tenacity. You are a valuable asset to Olive jar and definitely a proactive member of the Senior Leadership Team. As mentioned in the meeting, your request for a pay review has been noted and currently we are budgeting for Pay Increases in the 1st quarter of 2024. This is based on a reflection of the company's performance / bids won etc. It has been a slow start with the new bids such as DBT not gaining momentum. It has been agreed with the board that a pay increase is justified – the finances and budget will reflect when this can be made and I will ensure that is communicated back to you when the end of year management accounts are finalised by our Head of Finance.

    'It should be noted that the earnings you can make are limitless based on the generous commission structure you are on as well as being the highest paid employee at OJ. We are happy to ensure you are rewarded as per your efforts. The objectives set out here are to help develop you

further as the Head of Public Sector and therefore become less reliant on myself and Liv to help you make decisions to drive bids and tenders. This includes nurturing relationships with partners (new and old) as well as the consultants we have.'

The performance improvement plan

13. During 2024, the company experienced a large drop in its cash reserves. The claimant was the respondent's highest earner, and given the absence of more successful bids, the respondent decided that she did not warrant a pay rise after all.

14. Mr Thakrar says that the respondent decided to put the claimant on a PIP as a result of some poor feedback about the claimant from several of her colleagues, particularly in relation to over-delegation of tasks; 'no wins' over a longer period than they had realised; some issues regarding partner communications; and that she had listed herself as available to do consultancy work on Linked-In which was interfering with her work.

15. My impression is that the strongest factor was a desire to withdraw from the promise of a pay rise and press her to win more bids – financially driven. The evidence about complaints by colleagues was very weak, with Mr Thakrar in the tribunal only citing feedback from Mr Hingley, Head of Customer Success and Ms Wyldbore, Head of Finance. I was shown only one written document of complaint, which was from Mr Hingley, written on the day of the PIP meeting.

16. The claimant was scheduled to have an ordinary PDR with the Mr Thakrar on 5 April 2024. Two days prior to that, the claimant was told it would be a 'management review' instead. The claimant asked for an agenda. Mr Thakrar replied that there was nothing to prepare on her side.

17. The date for the meeting was postponed to 23 April 2024. On that day, Ms Nixey and Mr Thakrar met with the claimant to discuss their concerns and the proposed PIP. The claimant says this is the first time she had been told there were any performance concerns. Mr Thakrar says that some aspects had been raised with her orally and in 1-to-1s (which were unminuted). I find that there may have been some business discussion relating to some of the topics, but not in a way which implied any notable criticism prior to 23 April 2024. Mr Thakrar admitted in cross-examination that the claimant would have been 'a bit surprised'. In fact, the PIP came as a considerable shock to the claimant who had received glowing PDRs for so long.

18. The minutes note at the end that the claimant refused the PIP and disagreed that she needed to make any improvements.

19. At 5.38 pm on 24 April 2024, Leonie Beck, Head of Operations and HR, emailed the claimant with the PIP and asked the claimant to sign and

return it without delay. Ms Beck chased up a response at 5.28 pm on Friday 26 April 2024, asking for the claimant to reply by 9 am on Monday 29 April 2024. She said the PIP had commenced as of the meeting on 23 April 2024 and further action could be taken if there was no intention or effort made to meet the goals. If the claimant did not believe the goals were reasonable and achievable, she should let them know. She said the intention of the business was to improve the claimant's own success and that of the business.

20. The claimant responded a few hours later to say that was not a realistic timetable for a comprehensive response. Given her work deadlines and personal commitments over the weekend, she said she would work towards a comprehensive response by close of business on Friday 3 May 2024. Ms Beck replied at 4 pm on 29 April 2024 that they could extend the deadline to the end of 30 April 2024. The claimant said she needed till the Friday. Ms Beck continued to insist she reply by 30 April 2024.

21. On 29 April 2024, Ms Beck emailed the claimant with the heading 'other employment queries'. This noted that the claimant had told the respondent at the outset that she operated as a sole trader offering consultancy services to clients, but she would not undertake any work in competition with Olive Jar or which affected her performance at the company. Ms Beck also referred to the claimant's position as a Trustee of a pension fund and the fact that she was an active Director of a Limited Company. She was asked to provide notification by close of play under clause 22 of her terms and conditions regarding the impact of these on her time, and there is a reference to the 'significant' amount of time off in lieu ('TOIL') the claimant had taken the previous year.

22. I will come back briefly to these allegations later, but my general observation is that there was nothing particularly problematic or hidden about what the claimant was doing. Moreover, she had only taken 4 days' TOIL.

23. The claimant did not believe the PIP was genuine or that the respondent's motives were benevolent given the way the matter had been handled and the pressure she was now being put under. She felt that her side of matters had not even been considered. As a result of the way the respondent had handled matters, she believed that the company had decided it was too expensive to give her a pay rise and wanted her out of the company.

Termination of employment

24. Without prejudice negotiations took place from 2 to 20 May 2024. They were initiated by the claimant, because she could see from their handling of the PIP that the respondent did not wish to continue to employ her. She told Mr Thakrar that the company clearly wanted her

gone, so did they want to have an honest conversation about terms for leaving?

25. Mr Thakrar was agreeable to these discussions taking place. He said they would send a draft settlement agreement for discussion. He asked the claimant to focus on completing a final tender which she had been working on.

26. On 6 May 2024, the claimant provided a handover note to Mr Thakrar, copied to Mr Garibaldi. The negotiations were still ongoing, but it never occurred to her that an agreement would not be reached, because she was convinced that the respondent wanted her gone. The claimant had already told Mr Garibaldi that she was negotiating her departure. The handover note read as follows:

    'Thought it might be useful to flag things to be reassigned/rescheduled/postponed etc as you wish. Excuse the rush – there was not time for a comprehensive handover. I have informed only Pier of my departure, so other people will be expecting me at meetings/calls. Pier might be aware of some of these, but I was largely leading them. He won't have capacity to pick them all up. You and Pier have access to my full calendar.

    'I'll be shutting down shortly. May I please request that all relevant future correspondence (eg payslip etc) is sent to my personal email. Thank you.'

27. The claimant then dealt in detail with specifics, including that she had not set an 'Out of office' and would 'leave it with the Ops team to set as they would usually do when they deactivate my email'.

28. Mr Thakrar told the tribunal that he understood the handover email to be a resignation and he was shocked that the claimant was suddenly upping and leaving. I do not believe that Mr Thakrar understood this email to be a resignation. Apart from anything else, he replied by email the next day, simply saying 'Thanks Grace'. That would not be a normal response if he was 'shocked' that she was 'suddenly' resigning.

29. The respondent immediately deactivated the claimant's email.

30. Negotiations continued over the next week. The claimant did not work and was not asked to work. She had completed the bid. She felt emotionally exhausted.

31. Unfortunately, the negotiations did not succeed. They broke down on 20 May 2024.

32. Mr Thakrar said in cross-examination several times that by this time, relationships had soured so much, the company felt there was no going back.

33. At 9.03 am on 21 May 2024, the claimant emailed Ms Beck, Mr Thakrar and Ms Nixey to ask when her accesses would be restored and suggesting they arrange a catch-up to find out who had been picking up her emails and where things were. She said she would contact Mr Garibaldi in the meantime to catch up with him. Ms Beck responded at 9.19 am to say 'we are reviewing your access and will let you know when these have been restored'.' In the meantime she was asked not to contact anyone other than the Directors and herself. The claimant replied at 9.42 am to say she had already spoken to Mr Garibaldi. At 3.04 pm, the claimant emailed Ms Beck, Mr Thakrar and Ms Nixey to ask for an update asking when her access would be reinstated so she could work; when her grievance would be heard and when she would receive a response to her DSAR; 'or are you terminating my employment'?

34. Ms Beck emailed the claimant on 21 May 2024 (copying Ms Thakrar and Ms Nixey) stating, 'I am writing to clarify and confirm the position relating to your employment with Olive Jar following your departure on 3rd May 2024. Following a difficult, and at times fractious, series of recent discussions relating to your performance and our attempt to agree with you and implement a Performance Improvement Plan, on 6th May 2024 you prepared and sent handover notes, informing colleagues that your employment with Olive Jar had ended. Regrettably, since that date we have been unable to agree the precise details and terms relating to the end of your employment' To reiterate, you last attended work on 3rd May 2024 having subsequently prepared handover notes and informed colleagues that you had departed the company. We are therefore treating this as your resignation on 3rd May 2024.'

35. Ms Beck said the claimant would therefore be paid up to and including 3 May 2024.

36. The letter went on to say that some 'important and extremely serious' matters had only been discovered since she departed on 3 May which amounted to a fundamental breach of the claimant's contract of employment. On looking at her emails, the respondent had found 'clear evidence' that she was using her email address and her time to carry out other work while employed by the respondent. So regardless of her resignation 'there is a clear and complete breakdown in trust and confidence between us and you. Under no circumstances would we have continued your employment had we known of these serious breaches which would have resulted in dismissal for gross misconduct'.

37. The letter was drafted by an HR Consultancy to whom Ms Beck spoke. The original draft, which was based on instructions given by Ms Beck to the Consultancy, used the words 'was ending' rather than 'had ended'.

38. During cross-examination in the tribunal, it was clear that Mr Thakrar done very little analysis of whether the documents he had seen shown that the claimant had done anything wrong.

The gross misconduct allegations

39. I add here that the respondent did not come even close to providing evidence that the claimant was guilty of ordinary misconduct, let alone gross misconduct in relation to these matters.

40. The respondent produced only 21 emails from the claimant over 3 years relating to bills of the house where the claimant lives, many of which could have been written during lunch time or outside core hours. She was not forbidden to write any personal emails at all. Mr Thakrar admitted in the tribunal that he did not even investigate whether these emails related to an independent property business or were related to her own house. Nor did he analyse whether the emails were written at lunch time or outside core hours.

41. Regarding the allegation that the claimant spent time on her duties as a pension trustee, first of all she declared this position at her original interview, and second there is no evidence that she spent any work time on these duties. Mr Thakrar admitted the respondent had not investigated that further.

42. As for the accusation regarding the claimant's Linked In page, she had told the respondent she was a consultant when she was originally interviewed. She was free to continue with that provided it did not interfere with her duties for the respondent.

43. The respondent threw out allegations of the claimant making unwarranted claims for TOIL, but she only made 4 claims and these were in 2023, before there is any suggestion that anything was wrong with her performance.

44. This has all the appearance to me of an employer seeking to build a case against an employee in anticipation of unfair dismissal proceedings.

Since termination

45. Since the termination of the claimant's employment, the respondent promoted Mr Garibaldi to her position. He was given a rise from £55,000 to £65,000. His own position was not replaced. The money saved appears to have been used to appoint a Head of Commercial as Mr Thakrar's number 2, on £70,000.

**Law**

46. The key issue in these claims was whether the claimant resigned or dismissed, which in large part entailed interpretation of her handover email. The latest summary of the authorities on this was in Omar v Epping Forest District Citizens Advice [2023] EAT 132. I have taken all its guidelines on board, including these:

47. A notice of resignation or dismissal once given cannot be unilaterally retracted.

48. Words of dismissal or resignation, or words that potentially constitute words of dismissal or resignation, must be construed objectively in all the circumstances of the case in accordance with normal rules of contractual interpretation.

49. The perspective from which the words used are to be judged is that of the reasonable bystander in the position of the recipient of the words used, i.e. where the employee resigns, the relevant perspective is that of the employer who hears the words of resignation; where the employer dismisses, the relevant perspective is that of the employee

50. What must be apparent to the reasonable bystander in that position, objectively, is that the other party used words that when construed in accordance with normal contractual principles constitute words of immediate dismissal or resignation (if the dismissal or resignation is 'summary') or immediate notice of dismissal or resignation (if the dismissal or resignation is 'on notice') – it is not sufficient if the party merely expresses an intention to dismiss or resign in future

51. The point in time at which the objective assessment must be carried out is the time at which the words are uttered However, evidence as to what happened afterwards is admissible insofar as it is relevant and casts light, objectively, on whether the resignation/dismissal was 'really intended' at the time

52. The uncommunicated subjective intention of the speaker is not relevant. What the recipient of the words subjectively understood is relevant evidence as it may assist the Tribunal in forming a judgment as to what the reasonable bystander would have thought, but it cannot in my judgment be determinative.

**Conclusions**

53. I find that the claimant was dismissed by the respondent's letter dated 21 May 2024. The claimant did not resign by her 6 May 2024 handover note or by failing to do work from 3 May 2024.

54. The respondent argues that the claimant's handover note of 6 May 2024 constituted a resignation with immediate effect. I find that was not the claimant's intention, although this is legally irrelevant. It was not how the respondent understood it, although this is not in itself relevant either,

except as a factor indicating what the objective understanding would be. And most importantly from a legal point of view, it is not how a reasonable bystander in the employer's position would have understood the claimant's email or her conduct.

55. The objective bystander in the respondent's position would know that the parties were in negotiations to try to reach agreed terms for termination. They would know that the claimant had made this suggestion only a few days earlier and that negotiations were ongoing. They would know that no agreement had yet been reached, but nor had the negotiations broken down. So why would they think that the claimant, only days into the negotiations which she had suggested, would abandon the strategy of trying for a negotiated exit? Although she would still have the bargaining leverage of potential tribunal proceedings, she would be giving up the arguably even more powerful leverage of agreeing to leave.

56. Moreover, while not carefully worded, the email does not read as a resignation email because of the way it starts. If this was an email which was informing the employer for the first time that she was leaving with immediate effect, it would not start like that. Moreover, and as an additional point, it would explicitly 'announce' the decision to resign. In the circumstances, it would be unlikely also to have such a friendly tone.

57. A reasonable bystander in the employer's position would know that the claimant had been asked to and had just completed the final bid she was working on. A reasonable bystander would interpret the handover note as indication that the claimant was fully expecting a deal to be done and in that context, was trying to be helpful regarding handover and finalisation of arrangements.

58. The shutting down in anticipation of her departure is not inconsistent with that understanding. The reference to 'my departure' need not mean the departure has already happened. The reference to rushing and not enough time might just mean she is in a state of anticipated winding down. In any event, it does not outweigh the very strong reasons I have set out why I believe there is only one sensible interpretation of the email.

59. I reach my conclusion without considering Mr Thakrar's understanding or what happened later, but both of those reinforce my opinion.

60. Mr Thakrar plainly interpreted the email in the same way that a reasonable bystander would. His response, a simple, 'Thanks Grace', is not what he would have written if he read the email as a resignation. In fact, it would not surprise me if the provision of handover notes had been discussed during the without prejudice negotiations, because he seems unsurprised.

61. Ms Beck's first response on 21 May 2024 to the claimant's email about resuming work and when her email access would be restored was to say 'we are reviewing your access and will let you know when these have been restored'. She does not say, 'Oh, I thought you had resigned'.

62. I believe the respondent's later email on 21 May 2024 was artificially constructed to suggest the respondent believed the claimant had already resigned. As Mr Thakrar admitted, the company by this time believed the relationship had broken down and did not want the claimant back. Rather than have to find legitimate grounds for dismissal and go through a proper process, the respondent tried to reinterpret events to suggest the claimant had already resigned.

63. I therefore find that the claimant was dismissed with immediate effect on 21 May 2024.

64. As the respondent has not proved a reason for dismissal, the dismissal is therefore unfair.

65. I make no deduction for contributory fault. The respondent entirely mishandled the situation with the PIP. Knowing that it had given the claimant years of glowing appraisals and annual discretionary bonuses, and that it had told her a pay rise was justified, out of the blue it called her into a meeting and imposed a PIP. She had received no prior less formal notification that there were real concerns in any area about her performance. She was not told what the meeting was going to be about. Her request for an agenda in advance was refused. There was no formal discussion prior to imposing the PIP. And at the same time, allegations were suddenly thrown at her about being listed on on top of tat, Linked-In. It is not surprising in these circumstances that the claimant did not react well.

66. Matters were compounded after the meeting by asking the claimant to sign and return the PIP without delay and refusing her request for a one week extension to put in a comprehensive response which she had felt she had not been given space to make. In the context, one week was not very long at all. I further do not understand the respondent's continual reference to 'radio silence' in the 48 hours following the PIP. 48 hours was not an undue length of time to await a response to a request that the PIP be signed and returned. There was no imminent emergency. This was not an employee with a difficult or obstructive track record in any way. It is hard to understand why she was treated so harshly. It was extremely heavy-handed.

67. I therefore do not consider the claimant's conduct in pushing back against the PIP at the original meeting and the asking for time to respond to be culpable or blameworthy, and in any event I do not consider it just and equitable to reduce her compensatory award for that reason.

68. As for the suggestion that the claimant has breached her contract by working elsewhere, the respondent has not proved that she did so.

69. Regarding Polkey, it is too speculative to know what would have happened had the claimant not been dismissed. The fact is that she did try to continue working. She may have started looking for alternative employment, but not left until she found it. I cannot say that she would have resigned prior to that. In any event, had she resigned or been dismissed at that point, given the uninvestigated and flimsy accusations flying around and general heavy handling, it may well have been an unfair actual or constructive dismissal. I do not consider it appropriate to make any deduction for Polkey.

70. I consider that the ACAS Code of Practice on Disciplinary and Grievance Procedures applies. Although they did not try to prove the reason for dismissal as such, I believe the reason for dismissal ultimately was the respondent's view that the relationship had broken down because the claimant was culpably refusing to engage with the PIP and because of the matters which they believed were gross misconduct. These are matters which should have been dealt with through fair procedures under the Code.

71. The respondent completely failed to hold any disciplinary procedure under the Code. Indeed they tried to avoid admitting they were dismissing the claimant. Although they are a small company and learning about good process, they had a designated manager in charge of HR (as well as other matters) and they were taking advice from an HR consultancy. Also, treating someone properly, giving them advance notice of concerns, listening to what they say, investigating rather than jumping to conclusions, is all common decency and basic common sense. I therefore award an uplift of 25%.

Wrongful dismissal

72. As I have found the claimant was dismissed, the claimant was entitled to her notice pay. This will be subject to the ACAS uplift of 25%. It duplicates the period of the unfair dismissal compensatory award, so I will simply award compensation for the 3 months under this head.

Unauthorised deductions

73. As the claimant's employment did not terminate until 21 May 2024, she is entitled to be paid for the 12 days from 3 – 21 May 2024 inclusive that she was not paid. This is also subject to the 25% ACAS uplift.

**Remedy**

74. The parties agreed these figures:

Unfair dismissal: **£3,425** (basic award £2800 + loss of statutory rights including ACAS uplift £625)

Wrongful dismissal: **£18,288.82** (£14,268 net pay + £3567 ACAS uplift; £330.21 employer pension contribution + 82.55 ACAS uplift; £32.85 healthcare + £8.21 ACAS uplift).

Unauthorised deductions: **£3,300.19** (£2,634.09 12 days net pay + £658.52 ACAS uplift; £6.06 healthcare + £1.52 ACAS uplift). There is no pension contribution loss for these 12 days because it was paid at the time.

Employment Judge Lewis

Dated: 14 March 2025

Judgment and Reasons sent to the parties on:

18 March 2025

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For the Tribunal Office