



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr L Trevaskis

**Respondent:** Puddington Parish Council

**Heard at:** Liverpool Employment Tribunal **On: 6 June 2025**

**Before:** Employment Judge Barker

## REPRESENTATION:

**Claimant:** self-represented

**Respondent:** no attendance

## RESERVED JUDGMENT

The total award payable by the respondent to the claimant is £48,913.07, comprised of the following sums:

### Unfair dismissal

1. The complaint of unfair dismissal is well-founded. The claimant was unfairly dismissed.
2. The respondent shall pay the claimant the following sums:
  - a. A basic award of **£278.70**.
  - b. A compensatory award of **£6,955.49**.

### Disability discrimination

3. The complaint of failure to make reasonable adjustments for disability is well-founded and succeeds.
4. The complaint of harassment related to disability is well-founded and succeeds
5. The complaint of victimisation is well-founded and succeeds

6. The respondent shall pay the claimant the following sums:
- a. Compensation for past financial losses: **£6300**;
  - b. Interest on compensation for past financial losses calculated in accordance with the Employment Tribunals (Interest on Awards in Discrimination Cases) Regulations 1996: **£467**;
  - c. Compensation for injury to feelings and aggravated damages: **£24,000**;
  - d. Interest on compensation for injury to feelings calculated in accordance with the Employment Tribunals (Interest on Awards in Discrimination Cases) Regulations 1996: **£2667**.

#### **Unauthorised deductions from wages**

7. The complaint of unauthorised deductions from wages is well-founded. However, compensation for this complaint has been included in the claim for equal pay and the claimant will not be compensated twice for the same loss.

#### **Breach of contract**

8. The complaint in respect of expenses, mileage and storage costs is well-founded. The respondent was in breach of contract in failing to pay the claimant for these sums on the date the claimant's employment ended. The respondent must pay the following sums to the claimant - £3092 for the cost of storage, £94 for ink and paper, £145.40 for a proportion of Zoom subscription costs and mileage of £230.40.
9. In total the respondent must pay to the claimant **£3561.80** for breach of contract.

#### **Notice pay**

10. The complaint of breach of contract in relation to notice pay is well-founded. However, compensation for this complaint has been included in the claim for unfair dismissal and the claimant will not be compensated twice for the same period of loss.

#### **Holiday pay**

11. The complaint in respect of holiday pay is not well-founded. The Tribunal has not been presented with evidence that the respondent made an unauthorised deduction from the claimant's wages by failing to pay the claimant for holidays accrued but not taken on the date the claimant's employment ended.

#### **Equal pay**

12. The respondent has breached the implied sex equality clause in the claimant's contract of employment (as per s66 Equality Act 2010) as to pay. The claimant

was entitled to be paid at the rate of SCP27 in line with previous female employees in his role. The Tribunal awards damages to the claimant in the sum of **£4683.08**.

## **REASONS**

### **The absence of the respondent in these proceedings**

1. The respondent has refused to participate in these proceedings. They were afforded the opportunity to defend the claims against them but refused to take advantage of it. The councillors resigned *en masse* in July 2024, 7 months after this claim was submitted to the Tribunal. The vice chair of the respondent threatened the Tribunal itself with police prosecution for criminal harassment for sending her email updates about the proceedings, as described below.
2. The respondent now finds itself with a significant judgment against it, and a significant award of compensation to pay. As is required of the Tribunal where there is no response to the claims before it, I have done my best to weigh the evidence before me and to decide the claims fairly and justly between the parties. However, I have had nothing whatsoever to consider from the respondent, other than an ET3 response form which contains almost no information. If the respondent is dissatisfied with this judgment and the awards made against it, it can only be said that they had ample opportunity to influence the outcome of these proceedings and chose not to.

### **Preliminary Matters and Issues for the Tribunal to decide.**

3. The claimant brought proceedings against the respondent in a claim form dated 10 January 2024. ACAS Early Conciliation took place between 30 October 2023 and 11 December 2023. The respondents provided a response to the claim on 21 February 2024. The response provided little information and consisted mostly of denials and requests for further information.
4. There were two preliminary hearings for case management on 13 September 2024 and 4 March 2024. The response was struck out on 4 March 2024 in a judgment by Employment Judge Serr, due to the respondent's conduct as they failed to comply with case management orders and the response was not being actively pursued. In short, the respondent refused to participate in the proceedings. The respondent was therefore barred from making any further representations to the Tribunal, subject to it applying for permission to do so, which it did not.
5. The response having been struck out, as part of the process of deciding the claimant's case, the Tribunal still needs to assess whether the claims are made out. The Tribunal was assisted in this process by the claimant's preparation of the Tribunal hearing bundle and by his submissions.

### **List of issues**

6. The list of issues for the Tribunal to decide was set down by Employment Judge Dunlop at the preliminary hearing on 13 September 2024. It is attached to this judgment as an appendix. The respondent did not attend that hearing and did not send a representative to attend on its behalf. The respondent was therefore given the opportunity to contribute to the list of issues for the Tribunal to decide but did not take up that opportunity.

**The facts and background to the claims**

7. As noted by Employment Judge Dunlop, the Tribunal received correspondence from Mrs Raine, a councillor, on 30 July and 23 August stating that all the councillors had resigned, and further correspondence would not be responded to. The Parish Council website stated that the council is no longer in operation and that all roles were vacant save for one.
8. As was noted by Employment Judge Dunlop on 13 September, a Parish Council (unlike an unincorporated association) has its own legal personality and can be sued in its own name. The Tribunal understands that the Parish Council does not dissolve if all the councillors resign but that the relevant higher-tier authority, in this case Cheshire West and Chester Council (CW&C), becomes responsible for reconstituting the council, or alternatively commencing its dissolution. Employment Judge Dunlop gave CW&C an opportunity to participate in these proceedings as a potentially interested party. Employment Judge Serr noted in his case management orders that it declined to do so, indicating that they did not consider themselves legally responsible for the respondent.
9. The claim is therefore undefended, and the purpose of the following is to provide reasons for why judgment has been made against the respondent.
10. The claimant was employed for three years as the respondent's Proper Officer and Responsible Financial Officer. He had an annualised hours contract, which equated to about 5 hours a week. He was employed in January 2020. He says that pre-employment discussions confirmed that he would be paid at the "SCP23" point on the relevant pay scale, which was equivalent to approximately £15 per hour. However, when he was successful in the role and was offered the job, the rate of pay offered was below SCP23, at SCP20. The claimant rejected the offer for that reason but was told that on completion of probation after 6 months, he would receive increments in his salary until he reached the maximum of the scale, which was SCP23. He was also offered travel expenses, and an allowance for using his home as an office, which included providing storage in his home for the respondent's paperwork.
11. The claimant has subsequently discovered that previous occupiers of his role were paid at SCP27 (Ms Wells), and SCP24 (Ms English). I accept his evidence that their duties were either identical to his, or less extensive than his. I have seen email evidence that Ms Wells' starting salary was set at SCP27.
12. The claimant was never given an appraisal, and so was never moved off his starting salary. There is evidence before me in the bundle of him asking for appraisals, but these never took place, and were always cancelled by the

respondent. The claimant has also provided evidence of his difficulties in securing payment from the councillors for expenses incurred. He was never paid the allowance for storage space.

13. Following his dismissal, the respondent accused the claimant of theft, and of “lying” about having secured insurance for the respondent. They made these allegations to a number of different people, including to the Cheshire Association of Local Councils (ChALC). They accused him of saying the respondent was insured when it was not. However, I accept the claimant’s evidence, supported by a large number of emails from 2021, in which he secured insurance, but the councillors failed to authorise payment for it, so the insurance policy was never purchased.

14. One such exchange reads as follows, from 6 September 2021:

*“Dear Ian/Cathrina,  
The payments circulated on 19 July were not released from Unity [the respondent’s bank] and as a consequence the insurance has lapsed. I have also received a final demand from Scottish Power. I have set up a new insurance policy but this has to be paid immediately in order to validate the Council against any claims that may be made. I have also contacted Scottish Power to advise the payment will be made without delay. The payments time out after a month on the system if they haven’t been released so I have loaded the others back onto the system too.”*

15. The claimant then emailed “Ian” again on 24 October 2021 to say *“There are a number of payments to be made, including the insurance. The bank rejected Joanne’s ID and so have I haven’t received anything else to submit. Are you able to access the bank with your login details?”*

16. There then follows a series of messages in which the councillors were contacted by the claimant, with increasing urgency, about the insurance situation, starting on 8 November 2021:

*“I understand Unity Trust bank has now posted out details to each new signatory for access to online banking. I have now uploaded the attached payments once more for release by members (please note these only stay active for a period of thirty days).....*

*[.....]*

*A number of payments have been outstanding for a number of months, (such as the insurance) and this does place the Council at significant risk if a claim were to arise (for example, if a tree located on the Village Green fell and caused damage and/or injury). Therefore, inf members could login as a matter of urgency and release these payments, it would be greatly appreciated....”*

17. The claimant wrote again on 23 November 2021 to all councillors:

*“Dear members,*

*Payments loaded to unity Trust Bank will expire in two weeks.*

*I am concerned that all members remain in an extremely vulnerable position.*

*The Council currently has no insurance cover. This means that if an accident were to arise (for example a branch from a tree on the green fell and caused damage, or somebody tripped on a couple around the green) there would be no insurer to process any claim. In such circumstances, courts can find members equally and severally responsible as it is considered negligent of a local authority not to have insurance cover in place. Therefore, the courts could rule members must personally cover the cost of any damage, as opposed to the public purse. Misconduct in public office is also an arrestable offence and described as “doing something which is wrong knowing it is wrong or with reckless indifference as to whether it is wrong or not”. Further advice on link below*

*[website link provided]*

*I don't wish to panic members, but I manage over £1.5 M across all the councils I work for and I see insurance claims frequently lodged against authorities. Whilst Puddington is a small parish, the risk of claims still exists and I want members to be fully aware of the consequences that can arise from payments not being released. It is important for members to protect themselves and ensure these payments are released without delay.”*

18. On 24 November, Ms Raine responded to the claimant that she had not received a letter and so could not do anything. The claimant replied to inform her that they wouldn't let him order new login details for her, and so she needs to go through security. He provided the bank account number and a phone number for her to call, and told her that he had called the bank and the hold time was 13 minutes. Ms Raine replied the same day *“I've spoken to them and they'll send the info required.”*
19. The claimant's evidence was that after he sent his email of 23 November 2021, he was contacted by some of the respondent's members who accused him of scaremongering and who sought to downplay the seriousness of the situation. He was asked by the respondent's chair not to send similar emails in future. However, the same situation regarding the insurance arose in 2022 and so the claimant discussed the matter directly with Councillor Raine. He provided all of the respondent's' members with insurance renewal information and was assured by Ms Raine that she would address the matter.
20. The claimant's evidence is that there were a number of resignations from the respondent at the end of 2022, and the remaining members criticised the claimant's efforts at complying with the statutory obligations on parish councils. The respondent's meetings were cancelled. The claimant attempted to resolve the issues over his employment and pay by introducing items about this onto the agenda for the November 2022 meeting. However, that meeting ended without those issues being discussed. Another appraisal was scheduled for 20 March 2023 with Ms Raine but was cancelled by the respondent the day before.

21. Nicola Hampson became a member of the respondent on 22 February 2023. The claimant told me that when he engaged with her, she was unprofessional and rude. She refused to disclose her home address on the respondent's register of interests although she was legally obliged to do so. She refused to use an official council email address, demanding instead that she be contacted through her workplace email account at the Daily Mail. The claimant was concerned about confidentiality and data security as a result of her behaviour.
22. The claimant's evidence was that at a meeting on 28 June 2023 she went through a list of tasks that she alleged the claimant had failed to complete. The claimant told me he considered that this was driven by personal hostility towards him. At the same meeting, he presented a letter stating that he was working under protest at his treatment. His letter also raised concerns of a serious failure in governance by the respondent, including relating to a failure to obtain public liability insurance before holding events on the village green, and multiple potential breaches of GDPR by her. Ms Raine declared at the meeting that the claimant was "*working under protest*".
23. The claimant met with Councillor Raine and Councillor Sneddon on 12 July 2023, to discuss the concerns raised in his letter. The claimant's evidence is that Cllr Raine acknowledged that Ms Hampton's behaviour was unreasonable. The claimant disclosed his disability and the fact that the respondent's workplace had become increasingly hostile and was affecting his health, particularly because some councillors were insisting that he was contactable throughout the week and at short notice, despite him being contracted to do only an average of 5 hours per week.
24. The respondent's response during the meeting was that Cllr Raine asked him if he wanted to "*just resign*" and stated that if the workplace was having such a detrimental impact on his health, that if it were her, she would not stay in a job if it was so bad. During this meeting, Cllr Sneddon suggested that if the Claimant was to resign, that a local volunteer could undertake the Clerk's duties instead of the Claimant, thus saving the Council money, which could be spent elsewhere in the community. This suggested that the respondent's resolution to the difficulties was for the claimant to resign, not for the respondent to do anything to improve the situation.
25. Nevertheless, during the meeting it was agreed that, as requested by the claimant, members would undertake additional training on their legal responsibilities, the claimant's appraisal and pay review would proceed, his backdated pay would be reviewed, and he would receive a council mobile phone to allow him better to switch off from the demands of the role. Cllr Raine agreed to provide a written summary of the meeting, but no summary was ever received by the claimant, and no adjustments were made, or any actions taken to address the issues raised.
26. On 13 July 2023 Nicola Hampton resigned from the Council. On 1 August 2023, the claimant received a letter summarily terminating his employment, written by Ms Raine, and copied to Mrs Weaver at ChALC. The claimant replied on 7 August 2023 and noted that he considered the letter was disability discrimination

and a “retaliatory decision following the grievances I raised”. He also said “I note the unreasonable expectation that, despite arrears owed for work undertaken, the Council expects arrangements to be made at my own cost for the relocation of its property. I confirm that the Council’s properly remains ready for collection....”

27. The respondent asked the claimant to return the laptop, documents, and the filing cabinet full of the respondent’s papers. The claimant’s evidence is that he was not willing to pay to return the items at his own expense, given that he had been sacked, and was still owed salary and other payments. He was also concerned about how to safely return the papers and the laptop. He was aware that there had been a number of resignations in the respondent and did not know who had authority to collect the papers and the laptop and asked the respondent to provide it. He was also concerned about data security. Furthermore, the cabinet was very large, and he would not have been able to move it on his own.
28. On 5 December 2023, Nicola Hampton was reappointed to the council. On 6 January 2023 Cllr Raine sent the claimant a message which read “Hi Luke, this is my final attempt to contact you and obtain property/passwords and paperwork belonging to Puddington Parish Council before I contact the police and raise a complaint with ChALC. I really don’t like having to chase you to return items.”
29. On 18 January 2024 Cheshire Police contacted the claimant regarding allegations of theft of multiple items made by the respondent. No charges were brought against the claimant by the police.
30. On 8 May 2024 the respondent reported the claimant to ChALC, for theft of the respondent’s documentation and misconduct. The letter requested that the claimant be removed from ChALC as a result. One of the elements of misconduct was the following allegation:

*“Whilst he has retained all of our documentation, we shockingly discovered that he had left us un-insured as a council since 2021 and knowingly lied in meetings and in minutes that he had renewed the policy when he hadn’t. thankfully nothing has happened whereby we could have needed cover and we now have arranged cover.”*
31. Had the respondent not declined to participate in these proceedings, they would have been afforded the opportunity to provide an explanation for this baffling statement. Not only is it factually inaccurate, as evidenced by the chain of emails from 2021 and 2022, but it alleges to ChALC, a supervisory body, a deliberate and malicious failure by the claimant (“*knowingly lied in meetings and in minutes*”).
32. There are two possible explanations for this; the first is that the respondent’s organisation is run in such a chaotic and slapdash way, that none of them read their emails from the claimant in 2021 and 2022, urging them to release payment for insurance or face possible severe consequences. This suggests, as the claimant noted at the time, negligence in the performance of their duties. However, given that the respondent criticised the claimant for drawing the



severe consequences to their attention in his emails at the time, and given that Ms Raine replied to the claimant in 2021 about the issues with online bank access, it cannot be said that they did not know of the claimant's concerted efforts to arrange insurance for the respondent. I conclude that this was not the reason.

33. The more likely explanation is that the respondent was attempting to pin the blame for their failures on the claimant, who by this point had been dismissed by the respondent and had started legal proceedings in this jurisdiction. I conclude therefore that the respondent's representations to ChALC were for the latter reason and were a deliberate attempt to undermine the claimant and damage his professional standing. Furthermore, from the evidence before me, it appears that the respondent's councillors have spoken about the claimant to his colleagues at his other places of work. His colleagues in his other places of work have reported to him comments made by Ms Raine and others about him, including about the alleged theft of the respondent's property. The respondent's actions in this regard were, I find, at best reckless and at worst malicious, towards the claimant.
34. The claimant was rightly aware of his GDPR responsibilities concerning the respondent's data. It would appear from the correspondence between the parties at this time that the respondent was not so concerned. The claimant was rightly unwilling to hand the documents to a third-party intermediary, because he as the data controller was responsible for its safeguarding. He requested that the respondent choose a secure courier to collect the large metal filing cabinet, numerous boxes of files and the laptop.
35. The respondent took twelve months, until 1 August 2024, to arrange to do so, in the meantime having reported the claimant for theft to the police, having attempted to persuade his colleagues elsewhere that he was guilty of the same, and having managed to have him expelled from ChALC. As soon as a two-man courier was arranged to attend the claimant's property to collect the documents, the matter was resolved.

### **The impact of the respondent's conduct on the claimant**

36. The claimant's field of employment is in local government. He was employed by the respondent as its Proper Officer and its Responsible Financial Officer. He has studied for further qualifications in Local Council Administration. He is an advocate for local democracy and for the accountability of local councils and parish councils. He is also a keen advocate for widening access to participation in local democracy to those previously not involved, such as widening access for younger citizens, women, marginalised communities and those under-represented in the local democratic process. He has a detailed and thorough knowledge of the requirements of his role and his responsibilities.
37. His preparation for these proceedings was thorough and careful, and he had taken the time to assist the Tribunal with documentation, legal argument and his submissions.

38. He told me that he was not interested in financial compensation in bringing these proceedings. Indeed, he knows that the finances of the respondent almost certainly do not cover any award of compensation that may be made in his favour. He feels strongly that he has been badly treated by the respondent and has been the subject of gossip and rumours, spread by the respondent and its associates, which has caused him significant personal and professional disadvantage and distress, and which continues to do so. I was presented with a small sample of what I accept are hundreds of emails sent by supposedly interested parties to the press, local radio presenters and ward councillors from Cheshire West and Chester Council, who have copied the claimant in to their speculation and gossip about the respondent's collapse and their speculations about why the claimant is responsible, and the allegations against him including the respondent's allegations of theft by him.
39. One example of these emails was before me in evidence and is as follows. Cllr Eardley was contacted in June 2025 by a local resident Mr Reynolds, who lives in the Kingsley area, who had taken an interest in the claimant, the offices he held, and the dispute with the respondent. He asked Cllr Eardley *"Can you please provide some background why (sic) Puddington Parish Council 'disintegrated'?"*
40. Cllr Eardley replied *"I am sorry to say that all members of Puddington Parish Council resigned last year, soon after their final meeting on 29 July 2024.... the principal reason cited was the legal dispute with their former Clerk/Proper Officer, Mr Trevaskis....."*
41. Mr Reynolds replied at length, copying in a wide selection of interested parties and notably also the claimant, who then became a party to the rumourmongering about himself. The resident cited a local radio programme *"spreading awareness"* about what are described as *"failures to manage their clerk effectively"*. Mr Reynolds asked whether Cllr Eardley would be prepared to go on Radio Northwich to discuss it, referring to the claimant. Cllr Eardley declined and said that *"I should say that my comments below are just a statement of fact and not a subjective comment on the circumstances in Puddington."*
42. Although Cllr Eardley did report the respondent's circumstances accurately, given that it is clear that the resident sought to place the blame on the claimant for the respondent's disfunction, Cllr Eardley did not do anything to address this allegation in an even-handed way. In what is clearly a febrile atmosphere of complaints, gossip and speculation by local residents, such action is reasonably perceived by the claimant as being hostile, threatening and distressing. He describes feeling dread at checking his emails, as he is copied in on such antagonistic discussions about him on a daily basis. He told me he has received hundreds of such emails. I accept his evidence that this has had a hugely detrimental impact on his mental health and his private life.
43. I accept his submissions that his primary purpose in bringing these proceedings was to place an accurate version of events on the public record, given the extent of the harassment of the claimant and the damage to his reputation being done

by a small but determined collection of local parties, including former officers of the respondent. He has not responded publicly to any of the rumours, or replied to any of the hundreds of emails he has received.

44. The respondent's duties and responsibilities are set down in statute in the Local Government Act 1972. The respondent's councillors resigned *en masse* following the claimant's commencement of these proceedings. There is, I understand, currently no-one in post as a councillor at the respondent organisation. Before even the first preliminary hearing took place, they have refused to play a part in these proceedings. They have therefore not provided any assistance to the Tribunal, or the claimant, in determining the claims.
45. Indeed, the respondent's vice chair, Cllr Alison Raine, went so far as to threaten the Employment Tribunal itself with a prosecution for criminal harassment, for writing to her with an update in the proceedings.
46. The Tribunal administration wrote to the parties on 31 July 2024 to say "*Please find attached notice of in person preliminary hearing for your attention / information*".
47. Cllr Raine's reply to the Tribunal on 23 August 2024 was:

*"I emailed in (sic) 30/07/24 stating I was no longer a councillor and therefore would not respond to further emails.*

***I have resigned on personal and medical grounds due to the stress and harassment of this case.... Further contact will be referred to the police as harassment as I feel threatened, anxious and intimidated by the emails received"*** (my emphasis added).
48. The threat to report the Tribunal administration to the police for harassment, by reason of having provided the respondent (who was still a party to the proceedings at that point) with information about the case against it, is remarkable. It undermines the respondent's credibility.
49. The respondent has also, as noted above, accused the claimant of criminal behaviour (theft) and has been content to speak about this to other professional organisations that the claimant has been involved in, including the police.
50. Having considered the correspondence between the parties on the issue of the alleged theft by the claimant, I find that those allegations are as lacking in credibility as the allegations that the respondent was criminally harassed by the Employment Tribunal administration. Also, the respondent's allegations of negligence by the claimant concerning the respondent's lack of insurance are also entirely fabricated, and malicious. However ludicrous the allegations, for the claimant, the impact has been significant, both professionally and in the local community.

## Disability Discrimination, Injury to Feelings and Aggravated Damages

51. The claimant has provided evidence from which I conclude that he was a disabled person within the meaning set out in s6 Equality Act 2010, in the form of medical records and witness evidence.
52. The claimant told me that his employment at the respondent was difficult, as he was not provided with a functioning laptop. He was not provided with a work mobile phone and was required to use his personal phone for the respondent's business. His weekly working hours were limited, but certain councillors, particularly Ms Hampton, expected him to be available at short notice when they chose to contact him.
53. He had a meeting on 12 July 2023 with the respondent's officers Alison Raine and Jennifer Sneddon where he disclosed his medical condition and its history, and the effect that the respondent's chaotic working patterns and working demands were having on his health. He discussed shortfalls in payments and the absence of any appraisal. He asked for a regularisation of the respondent's contact with him and suggested that he be provided with a separate mobile phone for the respondent's business. Ms Raine and Ms Sneddon agreed to the adjustments suggested by the claimant. The claimant's evidence is that he felt very positive and encouraged at the conclusion of the meeting. Ms Raine had minuted their conversation and the outcome had been agreed. No further communication of any note took place, on the evidence before me, in the weeks that followed that meeting. The claimant was not provided with a work mobile phone in the weeks that followed. There was little contact with him by the respondent in those weeks.
54. The claimant's evidence was that it was a great shock, and deeply distressing, for him to receive a letter from Ms Raine dated 1 August 2023 informing him of his summary dismissal. The letter reads as follows:

*"Following a meeting of Puddington Parish Council on 31<sup>st</sup> July 2023, I have been authorised to write this letter to formally notify you that your employment with Puddington Parish Council will end with immediate effect.*

*We have made a number of efforts to engage with you over the issues of concern to the council and find a way forward for both parties. However, over the last few months there has been a complete breakdown in our working relationship. We've explored various options to resolve the situation but unfortunately our efforts have been unsuccessful; as a result the Council feels the only option is to terminate your employment."*

55. I note that this letter directly contradicts the tone and content of the meeting on 12 July 2023. The claimant was not notified by the respondent of a "complete breakdown in our working relationship" during that meeting. It also cannot be

said that they had made “*a number of efforts to engage*” with the claimant, given the lack of action following 12 July 2023.

56. I also note that the claimant has never been provided with minutes of the meeting of 12 July, nor the meeting of 31 July 2023, nor any documents associated with it such as the agenda or voting record. In the months and years that followed, and despite new employees being appointed to the respondent, no regularisation of the missing meeting minutes of 31 July 2023 has ever taken place.

57. The claimant’s submissions to this Tribunal, which I accept, are that the most likely explanation was that Ms Raine and Ms Sneddon, and others, will have decided that they did not want to have to bother to implement the disability-related adjustments and address the issues raised by him, and so chose to dismiss him. I note that he was also not offered a right of appeal, nor given his contractual right to a notice period. He also asked for the lack of salary progression and other payments to be corrected. I accept that they would also not have wanted to do this for him either.

58. The claimant wrote to the respondent several times in the weeks that followed and was given no proper response.

59. I find that the claimant has succeeded in his complaint of disability discrimination, in that the claimant disclosed to the respondent on 12 July 2023 that he was a disabled person and that he was requesting reasonable adjustments, and a short time later with no proper process and no right of appeal, he was dismissed. I have drawn an inference from the lack of any minutes of the alleged meeting on 31 July 2023 that no proper process was followed.

60. This is victimisation contrary to s27 Equality Act 2010 in that the claimant did a protected act on 12 July 2023 by asking for adjustments on account of his disability and was subsequently dismissed for having done so.

61. It is also an unfair dismissal. They have not established whether they had a potentially fair reason to dismiss him under the Employment Rights Act 1996 (“ERA”), s98 and they have not demonstrated that the act of dismissing him was within a range of reasonable responses they could have taken (s98(4) ERA). The respondent followed no proper process with the claimant.

**- Failure to make reasonable adjustments**

62. I find that the respondent had a “practice” (as per s20 Equality Act 2010) of expecting the claimant to be responsive and available to deal with Parish queries throughout the week, including outside working hours. This practice put the claimant at a substantial disadvantage compared to someone without the

claimant's disability, in that continual contact from councillors exacerbated his condition and caused him to become unwell.

63. The respondent knew that the claimant was likely to be placed at the disadvantage on 12 July 2023 because the claimant told them. The claimant asked for reasonable adjustments to be made at the meeting on 12 July 2023, which were to provide the claimant with a work phone which could be switched off outside working hours and to agree set hours during which contact could take place and councillors refraining from contacting the claimant outside these set hours.

64. I find that it was reasonable for the respondent to have taken those steps within a week of 12 July 2023, as this was a reasonable time period for them to have sourced a mobile phone for the claimant and to have informed the other councillors about the agreed adjustments. The claimant did not realise, until his dismissal, that those steps were not being taken by the respondent. He was instead dismissed on 1 August 2023.

**- Harassment related to disability (Equality Act 2010 section 26)**

65. I accepted the claimant's evidence that the respondent did the following things:

- a. Alison Raine told a public meeting on 28 June 2023 that *"our clerk is working under protest"*;
- b. Alison Raine remarked to the claimant during the meeting on 12 July 2023 *"do you actually want to work here? I would just resign if I felt like you?"* (or words to similar effect);
- c. Jennifer Sneddon remarked to Alison Raine during the same meeting, in the presence of the claimant, *"maybe we need to find a local volunteer [for the role of clerk]"* and that doing so *"would be a cost saving to the council"*.

66. I accept that this was that unwanted conduct related to the claimant's disability and that it had the effect of violating the claimant's dignity and creating an intimidating, hostile, degrading, humiliating or offensive environment for him. I have taken into account the claimant's perception and the other circumstances of the case and I have concluded that it was reasonable for the conduct to have that effect. It does not matter for the purposes of a harassment claim that the respondent did not know that the claimant was a disabled person at the time, therefore it is irrelevant that on 28 June 2023 Ms Raine had not yet been told the full extent of the claimant's disability when she made the comment that caused the claimant to feel harassed.

67. The claimant has presented this claim for harassment outside the three-month time limit (in that anything that was done before 1 August 2023 is out of time) but I find that it is just and equitable to extend time to allow these complaints to be considered by the Tribunal. They were clarified by Employment Judge Dunlop at the first case management hearing, and the respondent was made aware of them at that early stage.

### Compensation for discrimination – injury to feelings

68. In order to consider how much compensation the claimant is to be awarded for this discriminatory conduct I have had to carefully consider the List of Issues drawn up at the previous case management hearing. The claimant has provided to me a considerable amount of documentary evidence that indicates that he has been subjected to unwanted treatment by the respondent after his employment had ended. It is not clear whether this discrimination was because of his disability, because of this Tribunal claim, because of his engagement with other regulatory bodies or for some other reason.

69. Although it is possible to compensate a claimant for post-employment discrimination and victimisation, it is necessary for the tribunal to be satisfied, on the basis of the evidence and its findings of fact, that the harm suffered by the claimant was caused by the act of discrimination (*Essa v Laing Ltd* 2004 ICR 746, CA). That means, it must be shown that the protected characteristic (in this case, disability) caused the post-employment harassment, or that the “protected act” (in this case, the requests made at the meeting on 12 July) caused the post-employment victimisation. In fact, a number of other issues caused the unwanted treatment suffered by the claimant after his employment ended, such as the issuing of these proceedings and the dispute over the claimant’s retention of the respondent’s documents.

70. In the case of *Prison Service and ors v Johnson* 1997 ICR 275, EAT the Tribunal set out the general principles that underlie awards for injury to feelings:

- d. awards for injury to feelings are designed to compensate the injured party fully but not to punish the guilty party
- e. an award should not be inflated by feelings of indignation at the guilty party’s conduct
- f. awards should not be so low as to diminish respect for the policy of the discrimination legislation. On the other hand, awards should not be so excessive that they might be regarded as untaxed riches
- g. awards should be broadly similar to the range of awards in personal injury cases
- h. tribunals should bear in mind the value in everyday life of the sum they are contemplating, and
- i. tribunals should bear in mind the need for public respect for the level of the awards made.

71. When considering awarding aggravated damages, *Commissioner of Police of the Metropolis v Shaw* 2012 ICR 464, EAT, identified three broad categories of case:

- j. where the manner in which the wrong was committed was particularly upsetting - a ‘high-handed, malicious, insulting or oppressive manner’
- k. where there was a discriminatory motive for example, the conduct was evidently based on prejudice or animosity, or was spiteful, vindictive or intended to wound and

- I. where subsequent conduct adds to the injury, for example, where the employer conducts tribunal proceedings in an unnecessarily offensive manner.
72. The presence of high-handed conduct will not necessarily be enough, on its own, to lead to an award of aggravated damages. Aggravated damages are compensatory, not punitive. There must be some causal link between the conduct and the damage suffered if compensation is to be available. *'Aggravated damages are awarded only on the basis, and to the extent, that the aggravating features have increased the impact of the discriminatory act or conduct on the applicant and thus the injury to his or her feelings'*. (*HM Prison Service v Salmon* 2001 IRLR 425, EAT).
73. The scope of possible awards for injury to feelings are referred to as "Vento bands" and Tribunals are to consider the Presidential Guidance on Employment Tribunal Awards for Injury to Feelings and Psychiatric Injury. The relevant Guidance for the period of the claimant's claims is the Seventh Addendum. In respect of claims presented on or after 6 April 2024, the "Vento" bands are: a lower band of £1,200 to £11,700 (less serious cases); a middle band of £11,700 to £35,200 (cases that do not merit an award in the upper band); and an upper band of £35,200 to £58,700 (the most serious cases), with the most exceptional cases capable of exceeding £58,700.
74. Considering the claimant's involvement with the respondent as a whole, he has suffered considerable injury to feelings from their conduct towards him. The claimant's stress, anxiety and harassment continues to date and as he told me, he is concerned on a daily basis for his job security in his other roles, for his public profile, and worried about what abusive or harassing emails may have been sent to him every time he checks his emails.
75. However, there must be sufficient evidence of a causal link between this and the acts complained of in his claim. The causal link between the discrimination and victimisation and the treatment of him as a whole is not sufficiently well established for an award at the top of the *Vento* bands for injury to feelings to be made. The online and email harassment of the claimant in particular appears to have taken on a life of its own, as is the nature of such matters. Tracing a clear causal link back to the victimisation and discrimination as pleaded in this case is not possible, although I accept that an indirect link exists. It is not possible to say that the online harassment is directly attributable to the respondent's victimisation and discrimination as pleaded in this case.
76. Nevertheless, considering the disability discrimination and victimisation during his employment, and in the act of dismissal, the claimant told me that the respondent's treatment of him in June, July and August 2023 was shocking, upsetting and humiliating. He told me that he was taking a risk in disclosing his disability to the respondent on 12 July but considered that this was the only course of action open to him in the circumstances. He was led to believe that



there may be some resolution forthcoming following the meeting of 12 July and therefore the shock and distress was greater when their next contact with him was his dismissal. He told me that he also knew that they had not followed proper process in dismissing him in that he has good reason to believe that no properly constituted meeting of the councillors took place, given the lack of minutes for that meeting. This has increased his feeling of being disrespected and humiliated. The claimant is awarded compensation for injury to feelings for these actions, of £12,000. This is at the lower end of the middle *Vento* band.

### **Aggravated damages**

77. The Claimant seeks aggravated damages based on the Respondent's conduct post-employment and the disadvantage this has caused the Claimant in presenting his claim including in their refusal to participate in these proceedings.
78. A respondent does not have to defend a claim. It does not have to participate in the proceedings. The fact that most respondents do participate, stems from the fact that non-participation dramatically increases a claimant's prospect of success – the claim is, effectively, not being defended. Therefore, although the claimant has struggled with disclosure issues, equally he has met no resistance in this forum following the respondent's refusal to participate. This has not been to his disadvantage; on the contrary. Equally it cannot be said that the respondent has evaded accountability by their actions, as the content of this judgment demonstrates.
79. I accept the claimant's evidence of poor behaviour by the respondent. Since his dismissal, the respondent has sought to tell numerous individuals that the claimant has stolen from them and lied about his conduct concerning important matters such as insurance. He has been unfairly blamed by them for the non-functioning of the respondent council and the impact this has had on Puddington residents. He has suffered significant damage to his professional standing and his career as a result. It has attacked his dignity. I also accept that the impact on the claimant's mental health has been significant. He describes suffering panic attacks and ongoing severe anxiety. This justifies an award of aggravated damages. It is also post-employment victimisation. As in *Commissioner of Police of the Metropolis v Shaw*, the subsequent conduct by the respondent has added to the injury and their conduct was evidently vindictive and intended to wound.
80. I have exercised my discretion to incorporate the personal injury elements of the claim and the aggravated damages, into the injury to feelings award as an uplift to that head of claim, as opposed to making separate awards, as I am empowered to do. I have taken into account the claimant's mental health generally and his condition before these incidents took place. I must consider the overall level of the award including by comparison with awards for personal injury. I accept that the damage to the claimant's reputation has been significant

as a result of the respondent's actions, which largely took place after the claimant had begun ACAS Early Conciliation (and therefore indicated to the respondent that Employment Tribunal litigation was a prospect.) However, I must also take into account that the sector in which the parties operate appears to be awash with gossip and speculation, and some of this which has damaged the claimant has not been done by the respondent. They may have set this conduct in motion, but they are not necessarily continuing it to this day, even though those who are, continue to cause the claimant significant distress and damage.

81. I consider that an award for aggravated damages of £12,000 is appropriate, which acknowledges the element of personal injury caused to the claimant as well as the reputational damage. This is to be added to the £12,000 injury to feelings for discrimination and victimisation directly caused by the respondent during the claimant's employment and his dismissal. I consider that a total award for injury to feelings of £24,000 is appropriate. This is in the middle of the middle band.
82. In terms of financial compensation for discrimination (as opposed to injury to feelings), the claimant asks for payment of course fees but does not ask for loss of earnings. I have compensated the claimant for loss of earnings to the hearing date under the head of compensation for unfair dismissal and the claimant is not entitled to receive this compensation twice.
83. In relation to his additional course fees, these are recoverable as a head of loss for discrimination. Following his dismissal, the claimant withdrew from a university course as a result of the stress he suffered. I accept that this loss was a consequence of the respondent's conduct. Compensation for an act of discrimination should cover all harm caused directly by the act of discrimination, whether or not it was reasonably foreseeable (*Essa v Laing Ltd 2004 ICR 746, CA*). It does not matter that another person in the claimant's circumstances may not have had such a significant reaction to the dismissal, the Tribunal must take the claimant as I find him. He is entitled to recover the cost of the course fees that he must now pay to the university for the withdrawal, which is £6300. He has also claimed for the cost of re-enrolment on the course at a later date, but this is refused, as this cost is too remote and there is no guarantee that the claimant will re-enrol in this course of study.
84. The total award for discrimination is therefore £24,000 plus £6300 which is £30300. Interest is due on this award, at the standard court rate of 8%.
85. Interest is payable on the elements attributable to financial loss from the mid-point between the date of the discrimination complained of (1 August 2023) and the date of calculation, 6 June 2025, a period of 676 days. The mid-point is 338 days. Applying a daily rate of 8% and a period of 338 days to the award of £6300 results in an interest calculation of £467.

86. Interest is payable on the whole injury to feelings award from the date of the discrimination until the date of calculation. If the date of discrimination is taken to be 1 August 2023, and the date of calculation is 6 June 2025, this is a period of 676 days at 8% daily rate on the award connected with termination of his employment and harassment immediately prior, is a sum of £1,778.
87. I have declined to award interest on the whole amount of the aggravated damages award. This is because the conduct that led to the award has taken place over a long period of time, including very recently. There is therefore not one single act that the award relates to. Some of the objectionable conduct happened shortly after the claimant's dismissal, some has happened much later. I consider it proportionate and equitable therefore to make an award for interest on half of the period to reflect this. Taking the dismissal as the starting point and the date of calculation as 6 June 2025, that is a period of 676 days. Half of this is 338 days. Applying a daily rate of 8% and a period of 338 days to the award of £12000 results in an interest calculation of £889.

### Unfair dismissal

88. The claimant was engaged via a contract of employment which describes him as "Clerk of the Council and Responsible Financial Officer. Notwithstanding his status as an officer of the respondent he was also an employee.
89. The claimant was dismissed by letter dated 1 August 2023. The claimant sought to argue that his purported dismissal was an *ultra vires* act and that his employment should be treated as continuing. He asserts that his office has not been properly terminated. He draws an inference from the lack of evidence of any proper process (as described above) that the respondent acted *ultra vires* in its dismissal of him. He therefore claims for ongoing wages payments to date, on the basis that he is still engaged as the Principal Officer of the respondent.
90. This raises a legal question on which there is seemingly no direct precedent. Clearly the claimant is both an officeholder, in accordance with the respondent's statutory obligations under the Local Government Act 1972, and an employee (as is evident from the Contract of Employment dated 21 February 2020 entered into by the claimant and the respondent). In the analogous case of *Johnson v Ryan [2000] ICR 236, EAT* a rent officer appointed under statutory authority sought to claim unfair dismissal. The respondent local authority argued that because she held a statutory office, she could not be an employee. However, it was held that it was a mistake to concentrate solely on office holding, and that the true question was whether she was additionally an employee (which on the facts she was). I find that the key issue in the claimant's case is whether he was an employee. The rights he seeks to enforce are employment rights (such as breach of contract, unfair dismissal, unlawful deductions from wages). His employment has clearly been terminated. He has been informed by the respondent that his services are no longer required.

91. That the claimant remains an officeholder for the purposes of the Local Government Act 1972 is possible. *Percy v Church of Scotland National Mission [2006] IRLR 195, [2006] ICR 134, HL* states, at paragraph 21, that the fact that an appointment is described as an “office” and the officeholder is an employee “does not necessarily preclude the existence of a parallel contract for carrying out the duties of the office even where they are statutory.” Therefore, it is quite possible that the claimant remains in post under a “parallel contract” for carrying out his statutory duties as the principal officer of the respondent. However, his rights in this jurisdiction are concerned with his loss of employment. His employment has been clearly terminated by the respondent, who demanded the return of the respondent’s property from him. If any residual duties associated with his office remain, it is very difficult to see how these duties could be carried out by him in the circumstances.
92. The question then arises as to what was the reason or principal reason for dismissal? The respondent’s letter says a “complete breakdown in our working relationship”. This is a potentially fair reason (“some other substantial reason” as per s98(1) Employment Rights Act 1996). However, I find that the claimant’s disclosure of his disability status and his request for reasonable adjustments were a significant contributing factor such that the “complete breakdown in our working relationship” was not the sole or principal reason for his dismissal. The claimant has established that his request for reasonable adjustments on 12 July 2023 was a “protected act” under s27 Equality Act 2010 and that he was dismissed, in part, because of this protected act. His dismissal was therefore an act of victimisation and was for an unlawful reason.
93. The claimant was therefore unfairly dismissed. There is no uplift for a failure to comply with the ACAS Code of Practice, as this only applies to misconduct dismissals or in relation to grievances.
94. The claimant is entitled to a basic award. This is based on an hourly rate of pay at the date of dismissal (1 August 2023) at SCP27, which was £18.58. The claimant worked for 5 hours per week, which is a weekly wage of £92.90 gross. An age factor of 1 is applied and the claimant had 3 years’ complete service at the time of his dismissal. The calculation is therefore  $1 \times 3 \times 92.90 = £278.70$ .
95. As for the compensatory award, I award him loss of earnings at SCP27 to the date of the hearing as he has failed to secure alternative employment. This is a period of 96 weeks. The sum is to be awarded net of tax. A nominal deduction of 20% has been made from the hourly rate to reflect this ( $92.90 \times 80\% = £74.32$ ). I also award loss of statutory rights of £500. His total compensatory award for unfair dismissal is therefore £7634.72, minus the amount paid in lieu of notice for this period by the respondent, which was £679.23. The total compensatory award is therefore £6,955.49.

### **Wrongful dismissal / Notice pay**

96. The claimant was given a payment on termination of employment of £679.23 but no information was given to the claimant as to what this payment was for. It has been accounted for in his unfair dismissal award (above). He was entitled

to payment in lieu of notice of 3 weeks' pay, however, no award is made in favour of the claimant for notice pay because the period of three weeks after his dismissal which would have been his notice period, if notice had been properly given, has already been accounted for in the unfair dismissal award.

## Equal pay

97. The claimant makes a claim for equal pay. A valid equal pay claim consists of the following elements: -

m. A claim presented in time by an employee; this is the presentation of a claim within 6 months of the last day of employment. The claimant's last day of employment was 1 August 2023. His claim was presented on 10 January 2024. His claim is in time.

n. The identification of at least one comparator of the opposite sex in the same employment. The identity of a comparator is set out in s64 of the EQA

*"1. Sections 66 to 70 apply where: -*

*a) A person (A) is employed on work that is equal to the work that a comparator of the opposite sex (B) does;*

*b) A person (A) holding a personal or public office does work that is equal to the work that a comparator of the opposite sex (B) does.*

*2. The references in subsection (1) to the work that B does are not restricted to work done contemporaneously with the work done by A."*

The comparator has to be a real and not a hypothetical person and can be a predecessor in the job (*Macarthys v Smith* 1980 ICR 672).

o. who is paid more than the claimant. Ms Wells was remunerated at SCP 27 from the start of her employment at the respondent, doing the same role as the claimant.

p. who is doing equal work. In the claimant's case, he and his two predecessors were doing "like work" which is defined by section 65(2) EQA as:

*"(a) A's work and B's work are the same or broadly similar, and*

*(b) such differences as there are between their work are not of practical importance in relation to the terms of their work."* The claimant's evidence is that while he was doing the role, it had in fact expanded with the advent of new legislative responsibilities and additional delegated functions.

q. the absence of proof of any valid defence by the employer. In this case, the employer has refused to participate in the proceedings and so has provided no proof of any valid defence.

- r. the identification of the contents of the specific sex equality clause. In the claimant's case, the clause would modify his contractual clause as to pay to make it not less favourable than that of his comparators.
  - s. the calculation of the arrears. This is how much the claimant would have been paid during his employment if his contractual clause as to pay would have been altered to make it not less favourable than his two comparators. This is also subject to the payment of interest.
98. Shortly after commencing employment with the Respondent on 1.4.20, the Claimant became aware of two internal emails disclosing the salary scales of the two previous postholders in their role. Both individuals - Ms Patricia Wells and Ms Pauline English - were female and served as the sole employee of the respondent at their respective times of employment. Their duties, as described in respondent's job descriptions and through practical understanding of the role, were either identical to or less extensive than those the claimant has undertaken during his tenure.
99. Ms Wells was remunerated at SCP 27, and Ms English at SCP 24. In contrast, the Claimant commenced employment on SCP 20, representing a significant disparity in pay without any objectively justified explanation.
100. It is the claimant's position that they have been performing "like work", as defined under section 65 of the Equality Act 2010, to that of their predecessors. The claimant also obtained the Certificate in Local Council Administration (CiLCA) during his employment, a qualification that neither of his predecessors had.
101. In the Schedule of Loss, the total net pay received by the claimant from the start of his employment until its termination (1 April 2020 – 1 August 2023) was £10,440.56. Had the Claimant been paid SCP 27 from 1.4.20-1 August 2023, on the basis of employment of 260 hours per year, he would have worked for 888 hours, which would have been paid as follows:
- a. SCP 27 from 1 April 2020 to 1 April 2021 was £16.29 per hour, for 260 hours = £4235.40.
  - b. SCP 27 from 1 April 2021 to 1 April 2022 was £16.58 per hour, for 260 hours = £4310.80
  - c. SCP 27 from 1 April 2022 to 1 April 2023 was £17.58 per hour, for 260 hours = £4570.80.
  - d. SCP 27 from 1 April 2023 to 1 August 2023 was £18.58 per hour, for 108 hours pro rata = £2006.64.
102. Had the claimant been paid at SCP27 for the whole of his employment, he would have received £15,123.64. As the Claimant was paid a total of £10,440.56, the remaining sum claimed is **£4683.08**. The claimant is awarded this by way of arrears of pay.

### Holiday pay

103. The claimant was an employee of the respondent. He is therefore entitled to paid holiday. If any of his annual leave entitlement is untaken at the date of his termination, he is entitled to be paid in lieu for this untaken holiday. However, the Tribunal has not been presented with evidence that the respondent made an unauthorised deduction from the claimant's wages by failing to pay the claimant for holidays accrued but not taken on the date the claimant's employment ended. Therefore, this claim is not well founded and is dismissed.

### Unlawful deductions from wages

104. The claimant should have been given annual salary progression and SPC pay scale increases, however no appraisals of him were carried out. I decline to make an award as to what salary progression the claimant would have received. Considering the terms of the contract, this states that salary progression would be "subject to satisfactory service" and so there is no automatic mechanism for progress. The claimant obtained CiLCA qualifications during his employment that the contract says may result in salary increments, but again does not provide a clear mechanism for doing so. The contract merely states that *"sympathetic consideration should be given to increasing the Clerk's salary on the same basis in recognition of the possession of equivalent qualifications.... such as CiLCA"*.

### Breach of Contract - Expenses

105. Under the contract of employment dated 21 February 2020, Clause 8 states:

*"Where your place of work and the offices of the Council are deemed to be your private residence you will make all necessary provision for carrying out your duties therein and the Council will make an appropriate allowance, agreed annually, to cover the proper expenses incurred by you in complying with this clause."*

106. At no point during his employment did the respondent provide office accommodation or alternative facilities for the claimant, nor did they make any annual payment. This is a breach of his contract. He is to be compensated on the basis suggested by him, which is that commercial storage would have costed £700 a year for from 1 April 2020 to 1 August 2024, meaning that he is entitled to that sum, which is calculated by him to be £3092.
107. He has a contractual right to recover his expenses incurred as part of his duties. He claims for two black and two colour cartridges costing £94.00, and a Zoom subscription which he used for his four roles, including the respondent. The monthly cost of the subscription was £14.39, which later increased to

£15.59 in 2023. He calculates the respondent to be liable on a pro-rata basis for one quarter of the total subscription costs during his employment which is £145.40. He also claims for mileage of £230.40. He is awarded these sums.

**Confidentiality order – refused**

108. The claimant made an order for privacy under rule 49 (previously rule 50) of the ET Rules 2024. In it, he gave several reasons for asking for privacy, including the personal nature of the evidence and the potential impact on his career, but I have considered the principles of open justice and note that unless exceptional circumstances are present, the Tribunal could not depart from these principles of open justice. The claimant's application did not identify exceptional circumstances which would justify a departure from the norm. The application was refused.

**Preparation time order – refused.**

109. The claimant applies for a preparation time order against the respondent due to their unreasonable conduct in the litigation. On 4 March 2025 Employment Judge Serr struck out the response due to the respondent's non-participation in the proceedings.

110. A respondent is not obliged to defend a claim. Furthermore, if a respondent fails to comply with a case management order or a rule of the Tribunal, one of the sanctions is that the party has its response struck out, as has happened here. Costs awards are another sanction that may be applied. I consider that the striking out of a response is a more draconian step to take against a respondent than the award of costs. It is possible for a Tribunal to strike out a response and award costs, but I have to consider what effect the non-participation by the respondent has had on the claim and the hearing before doing so. The claimant says that it made it much harder for him to obtain documents and evidence, however he has nevertheless been able to present me with an enormous amount of evidence and information, as is reflected in the length of this judgment. As was noted by Employment Judge Serr at the last preliminary hearing, the documentation the claimant has was "substantial".

111. Although I consider that the respondent's conduct has been unreasonable, in that the councillors' resignations appear to have been prompted by a misguided attempt to evade their responsibilities in this Tribunal (from the emails of 30 July 2024 and 23 August 2024), I have declined to make an order for costs. I have to consider the 'nature, gravity and effect' of the conduct (*McPherson v BNP Paribas (London Branch) 2004 ICR 1398, CA*) on the proceedings. I note that in some respects the conduct has been to the advantage of the claimant, in that the defence has already been struck out and his claims have not been subject to challenge by the respondent. Furthermore, the claimant has managed to obtain a large amount of relevant evidence. I therefore do not make an order for costs against the respondent.



Approved by EJ Barker  
23 July 2025

Judgment sent to the parties on:

25 July 2025

For the Tribunal:

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Please note that if a Tribunal hearing has been recorded you may request a transcript of the recording, for which a charge may be payable. If a transcript is produced it will not include any oral judgment or reasons given at the hearing. The transcript will not be checked, approved or verified by a judge. There is more information in the joint Presidential Practice Direction on the Recording and Transcription of Hearings, and accompanying Guidance, which can be found here:

<https://www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/>

# ANNEX – LIST OF COMPLAINTS AND ISSUES

(drawn up at the case management hearing on 13 September 2024)

## The Complaints

1. The claimant is making the following complaints:
  - 1.1 Unfair dismissal;
  - 1.2 Failure to make reasonable adjustments
  - 1.3 Harassment related to disability
  - 1.4 Victimisation
  - 1.5 Money claims

## The Issues

2. The issues the Tribunal will decide are set out below.

### 1. Time limits

- 1.1 Given the date the claim form was presented and the dates of early conciliation, any complaint about something that happened before **1 August 2024** may not have been brought in time.
- 1.2 Are any of the matters complained of 'out of time'? If so, should the Tribunal extend time using the relevant statutory test?

### 2. Unfair dismissal

- 2.1 Was the claimant dismissed? The claimant may seek to argue that his purported dismissal was an *ultra vires* act and that his employment should be treated as continuing.
- 2.2 If the purported dismissal on 1 August 2024 was valid, the following issues appear to arise.
- 2.3 What was the reason or principal reason for dismissal?
- 2.4 Was it a potentially fair reason?
- 2.5 Did the respondent act reasonably or unreasonably in all the circumstances, including the respondent's size and administrative resources, in treating that reason as a sufficient reason to dismiss the claimant?

- 2.6 The Tribunal's determination whether the dismissal was fair or unfair must be in accordance with equity and the substantial merits of the case.

### **3. Remedy for unfair dismissal**

- 3.1 If there is a compensatory award, how much should it be? The Tribunal will decide:
- 3.1.1 What financial losses has the dismissal caused the claimant?
  - 3.1.2 Has the claimant taken reasonable steps to replace their lost earnings, for example by looking for another job?
  - 3.1.3 If not, for what period of loss should the claimant be compensated?
  - 3.1.4 Is there a chance that the claimant would have been fairly dismissed anyway if a fair procedure had been followed, or for some other reason?
  - 3.1.5 If so, should the claimant's compensation be reduced? By how much?
  - 3.1.6 Did the ACAS Code of Practice on Disciplinary and Grievance Procedures apply?
  - 3.1.7 Did the respondent or the claimant unreasonably fail to comply with it by failing to use any disciplinary procedure prior to the dismissal?
  - 3.1.8 If so is it just and equitable to increase or decrease any award payable to the claimant? By what proportion, up to 25%?
  - 3.1.9 If the claimant was unfairly dismissed, did they cause or contribute to dismissal by blameworthy conduct?
  - 3.1.10 If so, would it be just and equitable to reduce the claimant's compensatory award? By what proportion?
  - 3.1.11 Does the statutory cap of fifty-two weeks' pay apply?
- 3.2 What basic award is payable to the claimant, if any?
- 3.3 Would it be just and equitable to reduce the basic award because of any conduct of the claimant before the dismissal? If so, to what extent?

### **4. Wrongful dismissal / Notice pay**

- 4.1 What was the claimant's notice period? What payment was he entitled to in respect of that period.
- 4.2 Was the claimant paid in full for that notice period?

(It seems to be the case that the claimant was paid some pay in lieu of notice, but he believes he was underpaid. The Schedule of Loss must include a calculation of what the claimant says is the outstanding amount).

## 5. Disability

- 5.1 Did the claimant have a disability as defined in section 6 of the Equality Act 2010 at the time of the events the claim is about? The Tribunal will decide:
  - 5.1.1 Did they have a physical or mental impairment?
  - 5.1.2 Did it have a substantial adverse effect on their ability to carry out day-to-day activities?
  - 5.1.3 If not, did the claimant have medical treatment, including medication, or take other measures to treat or correct the impairment?
  - 5.1.4 Would the impairment have had a substantial adverse effect on their ability to carry out day-to-day activities without the treatment or other measures?
  - 5.1.5 Were the effects of the impairment long-term? The Tribunal will decide:
    - 5.1.5.1 did they last at least 12 months, or were they likely to last at least 12 months?
    - 5.1.5.2 if not, were they likely to recur?

## 6. Reasonable Adjustments (Equality Act 2010 sections 20 & 21)

- 6.1 Did the respondent know or could it reasonably have been expected to know that the claimant had the disability? From what date?
- 6.2 A "PCP" is a provision, criterion or practice. Did the respondent have the following PCPs:
  - 6.2.1 Expecting the claimant to be responsive and available to deal with Parish queries throughout the week, including outside working hours.
- 6.3 Did the PCPs put the claimant at a substantial disadvantage compared to someone without the claimant's disability, in that continual contact from councillors exacerbated his anxiety and caused him to become unwell?
- 6.4 Did the respondent know or could it reasonably have been expected to know that the claimant was likely to be placed at the disadvantage?
- 6.5 What steps could have been taken to avoid the disadvantage? The claimant suggests:
  - 6.5.1 Providing the claimant with a work phone which could be switched off outside working hours;
  - 6.5.2 Agreeing set hours during which contact could take place and councillors refraining from contacting the claimant outside these set hours.

6.6 Was it reasonable for the respondent to have to take those steps and when?

6.7 Did the respondent fail to take those steps?

**7. Harassment related to disability (Equality Act 2010 section 26)**

7.1 Did the respondent do the following things:

7.1.1 Alison Raine telling a public meeting on 28 June 2023 that “our clerk is working under protest”;

7.1.2 Alison Raine remarking to the claimant during a meeting on 12 July 2023 “do you actually want to work here? I would just resign if I felt like you?” (or words to similar effect);

7.1.3 Jennifer Sneddon remarking to Alison Raine during the same meeting (in the presence of the claimant) “maybe we need to find a local volunteer [for the role of clerk]” and that doing so “would be a cost saving to the council”.

7.2 If so, was that unwanted conduct?

7.3 Did it relate to disability etc?

7.4 Did the conduct have the purpose of violating the claimant’s dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for the claimant?

7.5 If not, did it have that effect? The Tribunal will take into account the claimant’s perception, the other circumstances of the case and whether it is reasonable for the conduct to have that effect.

**8. Victimisation (Equality Act 2010 section 27)**

8.1 Did the claimant do a protected act as follows:

8.1.1 Ask for reasonable adjustments to accommodate his disability at the meeting on 12 July 2023?

8.2 Did the respondent do the following things:

8.2.1 Dismiss the claimant

8.3 If so, was it because the claimant did a protected act?

8.4 Was it because the respondent believed the claimant had done, or might do, a protected act?

**9. Remedy for discrimination or victimisation**

- 9.1 Should the Tribunal make a recommendation that the respondent take steps to reduce any adverse effect on the claimant? What should it recommend?
- 9.2 What financial losses has the discrimination caused the claimant?
- 9.3 Has the claimant taken reasonable steps to replace lost earnings, for example by looking for another job?
- 9.4 If not, for what period of loss should the claimant be compensated?
- 9.5 What injury to feelings has the discrimination caused the claimant and how much compensation should be awarded for that?
- 9.6 Has the discrimination caused the claimant personal injury and how much compensation should be awarded for that?
- 9.7 Is there a chance that the claimant's employment would have ended in any event? Should their compensation be reduced as a result?
- 9.8 Did the ACAS Code of Practice on Disciplinary and Grievance Procedures apply?
- 9.9 Did the respondent or the claimant unreasonably fail to comply with it by failing to use a disciplinary procedure?
- 9.10 If so is it just and equitable to increase or decrease any award payable to the claimant?
- 9.11 By what proportion, up to 25%?
- 9.12 Should interest be awarded? How much?

**10. Holiday Pay (Working Time Regulations 1998)**

- 10.1 Did the respondent fail to pay the claimant for annual leave the claimant had accrued but not taken when their employment ended?

(Again, the claimant will set out the amount of his holiday pay claim, and the calculations behind it, in a Schedule of Loss).

**11. Unauthorised deductions**

The claimant claims unauthorised deductions in two ways:

- 11.1 Did the respondent make unauthorised deductions from the claimant's wages, by failing to reconcile his annualised hours with his payments due on termination, and therefore failing to pay him in full for the hours worked prior to termination?

(Again, the claimant will quantify this claim and set out his calculation in his Schedule of Loss)

- 11.2 Did the respondent make unauthorised deductions from the claimant's wages on an on-going basis by failing to increase his pay in accordance with the inflationary increase applied to the relevant spinal column point in the NJC pay scale, when his contract of employment specified that he was entitled to such increases?

(Again, the claimant will quantify this claim and set out his calculation in his Schedule of Loss)

**12. Breach of Contract**

- 12.1 Did this claim arise or was it outstanding when the claimant's employment ended?

- 12.2 Did the respondent do the following:

12.2.1 Fail to pay the claimant expenses and mileage.

- 12.3 Was that a breach of contract?

- 12.4 How much should the claimant be awarded as damages?

(Again, the claimant will quantify this claim and set out his calculation in his Schedule of Loss)

**13. Equal Pay claim**

- 13.1 The claimant asserts that he has an Equal Pay claim on the basis that his female predecessor was paid overtime for additional hours and he was not. I have explained that equal pay claims are legally complex and further case management may be required in respect of this claim. In the meantime, the claimant will quantify this claim within his Schedule of Loss, which will enable further discussion in due course.



## NOTICE

### THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990

#### ARTICLE 12

Case number: **2400136/2024**

Name of case: **Mr L Trevaskis** v **Puddington Parish Council**

Interest is payable when an Employment Tribunal makes an award or determination requiring one party to proceedings to pay a sum of money to another party, apart from sums representing costs or expenses.

No interest is payable if the sum is paid in full within 14 days after the date the Tribunal sent the written record of the decision to the parties. The date the Tribunal sent the written record of the decision to the parties is called **the relevant decision day**.

Interest starts to accrue from the day immediately after the relevant decision day. That is called **the calculation day**.

The rate of interest payable is the rate specified in section 17 of the Judgments Act 1838 on the relevant decision day. This is known as **the stipulated rate of interest**.

The Secretary of the Tribunal is required to give you notice of **the relevant decision day**, **the calculation day**, and **the stipulated rate of interest** in your case. They are as follows:

**the relevant decision day** in this case is: 25 July 2025

**the calculation day** in this case is: 26 July 2025

**the stipulated rate of interest** is: 8% per annum.

For the Employment Tribunal Office