EMPLOYMENT TRIBUNALS

Claimant:		**Respondent:**
Miss J Clifford	**v**	British Airways plc

Heard at:	Reading	**On:** 5, 6, 7 March 2025 and 6 June 2025 and (tribunal only) on 6, 15 May and 5 June 2025
Before:	Employment Judge Hawksworth Ms A Crosby Dr C Whitehouse	

Appearances:
for the claimant: Mr N Toms (counsel)
for the respondent: Ms H Kendrick (solicitor)

JUDGMENT was given at a hearing on 6 June 2025 and sent to the parties on 11 July 2025. Written reasons were requested by the claimant in accordance with rule 60(4) of the Employment Tribunal Procedure Rules 2024. The following reasons are provided.

REASONS

Introduction - issues, hearing and judgment

1. The issues for determination in the claimant's claims were set out in an agreed list of issues which was on pages 131 to 139 of the agreed hearing bundle. The bundle ran to page 1103.

2. The time allocation for the liability hearing in this case was reduced for reasons explained in case management orders which we made on 3 March 2025. We heard evidence on 5, 6 and 7 March 2025 broadly as set out in the timetable in those case management orders. Closing comments were made in writing as explained in case management orders made on 11 March 2025.

3. Following deliberation days on 6 and 15 May and 5 June, we gave the parties our decision and oral reasons at a hearing on 6 June 2025, explaining our findings of facts, and the conclusions we reached by reference to the relevant legal principles. In these written reasons, this introduction section and a separate summary of the law have been included.

4. The claimant's claim succeeded in part. The complaints which succeeded are:

   4.1. discrimination arising from disability in respect of the complaints relating to dismissal (issues 5(e), 5(f) and 5(i));

   4.2. failure to make reasonable adjustments in respect of adjustments 12(a), 12(d), 12(e), 12(f) and 12(g);

   4.3. unfair dismissal.

5. The complaint of unauthorised deduction from wages was resolved by consent. Judgment by consent was made on 5 March 2025 and sent to the parties on 12 March 2025.

6. The claimant's other complaints of discrimination arising from disability and the complaints of harassment related to disability and direct sex discrimination failed and were dismissed.

7. The claimant requested written reasons in an email on 9 June 2025. The judge apologises for the delay in providing these reasons. The request for written reasons was sent to the judge on 20 June 2025. The tribunal wrote to the parties on 27 June 2025 to explain that there would be a delay because the judge would be away from the tribunal.

Findings of fact

8. The claimant's employment with the respondent began in 1983 as a member of cabin crew. Her claims concern steps taken in the period from July/August 2022, during which time she was attempting to return to work after a sickness absence, and her dismissal in December 2022 which took effect in March 2023. Before coming on to those matters we explain some background to the sickness absence.

Background

9. When the Covid pandemic started in Spring 2020, the claimant was an inflight manager. Like many employees of the respondent she was placed on furlough leave. It began on 24 April 2022. During that period of furlough the claimant was notified of her dismissal for redundancy with effect from 31 August 2020. The redundancy was in the context of significant restructuring of cabin crew working arrangements.

10. On 21 August 2020, prior to that dismissal taking effect, the claimant's redundancy was revoked as she was offered an alternative role as cabin crew. The new role was two grades below her previous inflight manager role. The claimant appealed against that decision and also brought a grievance (which eventually concluded in May 2022).

11. The claimant remained on furlough throughout the rest of 2020 and much of 2021. She was due to return to work towards the end of September 2021, at the point when many displaced staff who had changed roles during furlough were returning to work.

Sickness absence

12. On 20 September 2021, prior to her return, the claimant started a period of sick leave. (That meant that her period of furlough came to an end slightly earlier than it otherwise would have done). The reason for the claimant's sick leave was depression and work related stress. This was the claimant's first significant period of sickness absence in her very long service with the respondent. She had not at any time previously been managed by the respondent under its sickness absence policy.

13. On 18 October 2021, Christie Lewis was allocated as the claimant's point of contact during sickness absence. Ms Lewis is a policy and support specialist. Her role was to manage the claimant during sickness absence. It was not an operational line management role.

14. On 24 November 2021 Ms Lewis told the claimant that she would be managing the claimant's sickness absence under Section 4 of the respondent's absence management policy. That policy is known as EG300.

15. In December 2021 the respondent was able to offer the claimant a return to the inflight manager role. There were then some discussions about the terms of the return to that role.

16. In the period December 2021 through to May 2022, discussions about the return to the inflight manager role were continuing and the claimant was pursuing her grievance. Sadly, the claimant also had a bereavement. There was an agreement between the claimant and Ms Lewis that she would not be referred to the respondent's health service during this time. The absence management process was on hold by agreement during this period.

Medical advice in mid-2022

17. The first referral to respondent's health service took place in May 2022 after the claimant's grievance had concluded. The British Airways Health Service is known as BAHS. The BAHS report of 20 May 2022 said that the claimant was unfit for normal duties and was likely to be covered by the Equality Act. BAHS did not make any recommendations at that stage about the claimant's return to work.

18. The claimant's GP provided a fit note on 22 June of 2022. It said that the claimant was not fit for work at all. The fit note ran to 21 September 2022.

19. In an email on 16 July 2022, the claimant proposed a phased return to work with reasonable adjustments, including ground duties two days a week for an agreed period, with a view to returning to flying duties. The claimant

requested ground duties in Gatwick rather than her usual base (Heathrow) because this would reduce her commuting time.

First sickness review meeting

20. The first sickness review meeting with Ms Lewis took place on 10 August 2022. The claimant asked if she could return to work on ground duties at Gatwick, two days a week, six hour days. She said that she thought it was going to take her some time to rebuild her confidence to return.

21. Ms Lewis said she would take away those suggestions and look at arrangements for the return to work. She said that she could not promise Gatwick. She said that ground duties would have to be on the recommendation of BAHS. She said she thought that ground duties would be for four weeks and then reviewed. She said that the intention was for potentially a few more weeks, then the claimant would return to her flying role.

22. Further advice was obtained from BAHS on 23 August 2022. That confirmed that the claimant would be fit for ground duties from 31 August 2022.

23. The second BAHS advice said that the claimant now felt fit to return to her contractual role at the end of her current medical certificate which would have been 21 September 2022. We think this was a misunderstanding by the BAHS advisor about what the claimant said. This is because it is not consistent with what the claimant had said earlier about the need for slow rebuilding of her confidence, or with what her GP said in the subsequent fit note.

Second sickness review meeting

24. The second sickness review meeting with Ms Lewis took place on 1 September 2022. Ms Lewis offered the claimant a four week phased return on a ground placement at the help hub in Heathrow. The respondent agrees that at this point it had not made any enquiries about ground placements at Gatwick.

25. In this meeting, Ms Lewis was under the impression that BAHS had said the claimant was fit to fly from 1 September 2022. This was not what the BAHS advice had said. The advice was that the claimant would be fit for ground duties from 31 August 2022, not fit to fly. The reference to fitness to fly in the BAHS advice was that the claimant felt fit to fly from 21 September 2022 (which we have found was a misunderstanding).

26. Ms Lewis told the claimant that if she had not reported fit by Sunday 4 September, a termination date would be set in writing, with no further meeting. She said that two months ground duties would not happen and was not feasible.

27. This was a challenging meeting for the claimant. It took place a very short period of time (three weeks) after the start of discussions about a phased return, the purpose of which was to rebuild the claimant's confidence.

The claimant's additional medical information

28. Another GP fit note followed this meeting. It was dated 5 September 2022 and said that the claimant was fit for a phased return, two days a week on ground duties and that would be the case for three months.

29. In the week or so following that GP fit note, the claimant provided the respondent with additional medical information supporting her GP's advice, from three sources:

29.1. a letter from her CBT/EMDR therapist dated 8 September 2022. It recommended ground based activities two days a week to ensure continued progress with therapy and to give time to adjust to working again;
29.2. a letter from her Remploy Advisor dated 8 September 2022 which recommended a reduced commute time to help reduce feelings of stress and anxiety and a phased return to work slowly building up to full time;
29.3. a letter from her counsellor dated 13 September 2022 which supported the recommendations of the GP for ground duties, two days a week for at least three months, to avoid feeling overwhelmed. The counsellor agreed that travel difficulties should be minimised as much as possible to aid the return to work.

Unauthorised absence

30. On 8 September 2022 the claimant informed Ms Lewis by email that she would not be well enough to return to work. The claimant did not report her sickness to the career success hub, as required in the respondent's sickness protocol. As a result of the failure to adhere to the sick leave protocol, Ms Lewis put the claimant onto unpaid leave, recording her as 'unaccounted for' for the period from 7-14 September 2022.

31. On 14 September there was another referral to BAHS. The third BAHS report:

31.1. said that the claimant felt a Gatwick placement would be helpful, adding that this was a local management decision subject to business needs;
31.2. recommended a 9 week ground duties plan;
31.3. described the proposed role in the help hub as a shadowing role.

The third sickness review meeting

32. The third sickness review meeting took place on 21 September 2022.

33. Prior to this meeting Ms Lewis had contacted a manager at Gatwick about the possibility of a ground duties role there. The manager at Gatwick said

there were no office placements. She said one department, the airside ramp office, were looking for someone for a role which would last several months but they would need someone with an airside pass.

34. The possible airside ramp office role was not followed up by Ms Lewis. She made no further enquiries about the role or the process for obtaining an airside pass. The respondent's witnesses told us that it would have taken a long time to obtain a pass for the claimant and that there might have been problems with parking at Gatwick, but did not advance cogent evidence in support. The only ground duties placement which was offered to the claimant at the third sickness review meeting was the Heathrow help hub role which had been suggested at the second meeting.

35. In the meeting with the claimant, Ms Lewis outlined the possible outcomes of the sickness procedure. In her summary of possible outcomes, Ms Lewis said that the respondent would consider termination of employment if the claimant was unable to return to work and was not successful in obtaining another role. In relation to alternative employment, she referred the claimant to the internal job search site. She told the claimant to let her know if she identified a role she was interested in, adding, "I will do what I can to help you". This was not in line with the respondent's policy which said that the line manager would assist the employee to identify and apply for suitable alternative employment.

36. At the same meeting Ms Lewis and the claimant also discussed the unauthorised absence which Ms Lewis had recorded for 7-14 September 2022. Ms Lewis considered and accepted the claimant's explanation as to why she had not reported her sickness to the career success hub. Ms Lewis removed the 'unaccounted for' from the claimant's absence record for this period. The respondent has subsequently accepted that the claimant was entitled to be paid for that period. (That acceptance formed the basis of the consent judgment which was issued at the start of this hearing.)

<u>The help hub placement</u>

37. The claimant did not consider that the Heathrow help hub was a suitable environment for her, but no other ground duties placement was offered. Her phased return to work at the Heathrow help hub started on 22 September 2022, two days a week. It was not a shadowing role. The initial training required some shadowing to learn the role but in her placement the claimant was expected to perform the role of help hub host.

38. By 27 October the claimant had been in the help hub role for about five weeks. She emailed BAHS to say that she had managed two days a week for three weeks and had increased to three days a week for two weeks. She said she was finding three days a week overwhelming and she would not be able to increase to four. She asked if she could revert to two days a week. She said that the long drive to Heathrow was having a significant impact on her wellbeing. We accept that the help hub was a fast-paced and noisy environment and that the long commute to Heathrow increased the claimant's

stress and anxiety. As an inflight manager in her full contractual role doing a mix of long haul and short haul flights, the claimant would have been required to commute to Heathrow on a daily basis.

39. For part of the claimant's placement in the help hub, her line manager was Nigel Landy. Our findings of fact about interactions between the claimant and Mr Landy on or about 9 and 10 November 2022 are set out here. We reached these findings based on Mr Landy's statement and his email of 9 November 2022:

    39.1. when the claimant told Mr Landy that she felt overwhelmed in the help hub role, he asked her more than once why she felt overwhelmed;
    39.2. in discussions with the claimant, Mr Landy described her as having 'just a little bit of anxiety'.
    39.3. Mr Landy suggested to the claimant that she should concentrate on one task a day and email him every day to update him on how she was developing.

40. Other staff who worked at the help hub included cabin crew who were not permitted to fly because of pregnancy. They were often referred to, including by the claimant and Mr Landy, as 'maternity girls'. While working at the help hub, those staff received an allowance called attendance allowance to recognise the fact that because of their pregnancy they were unable to earn flying allowances. The claimant did not receive attendance allowance while working in the help hub.

41. At the time the claimant was being managed by Mr Landy at the help hub, Mr Landy was the only male member of staff in the help hub. Our findings of fact about other comments alleged by the claimant to have been made by Mr Landy are as follows:

    41.1. On or around 9 November 2022 there was a discussion between Mr Landy and the claimant about a return to work course that was specifically for staff who had been displaced during the furlough period;
    41.2. We find that in a daily briefing on around 23 November 2022 Mr Landy raised his voice and spoke over the claimant. This was because the help hub was a fast paced and noisy environment;
    41.3. On around 21-23 November 2022 Mr Landy asked the help hub staff not to sit with their backs to the door. He felt it was better for the staff to face customers who were coming into the hub rather than have their backs to them. In an attempt at levity, Mr Landy said he would take their chairs away if they sat with their backs to customers;
    41.4. At around the same time Mr Landy tried to introduce sleeveless jackets with 'help hub host' lettering for the staff, but none of the staff wore them. We do not find that he described the claimant and her colleagues as scruffy;
    41.5. We find, and Mr Landy has accepted, that he said to the staff, "If you don't like working here then leave". We do not find that he said, "I'm running a business and have plenty of other crew to replace you". Mr

Landy has been frank with us about what he said to staff in the help hub; we think that if he had said something like this, he would have accepted it.

Further medical advice

42. The claimant's GP sent another fit note on 3 November 2022. It covered a six week period. It said that the claimant should work two days a week as three days was not sustainable. It also flagged up the problem with travelling to Heathrow.

43. There was another referral to BAHS on 24 November 2022. The fourth BAHS advice recorded that the claimant had requested a renewed rehabilitation plan for six weeks and that she continued to request that it be at Gatwick. A six week rehabilitation period which started on 24 November would run to the 5 January 2023.

The fourth sickness review meeting

44. The fourth sickness absence meeting took place on 7 December 2022 with Ms Lewis.

45. The claimant explained that she had found the Heathrow help hub too chaotic for her and overwhelming. It was noisy and she felt under pressure. She did not consider it to be a suitable placement. Ms Lewis offered the claimant a three week ground placement in the resourcing and recruitment team at Heathrow, three days a week, which the claimant accepted.

46. Ms Lewis said that the placement would run to the end of December and the claimant would have to be fit to fly after that, so that she could start a return to flying course in January. Ms Lewis said that after that, the claimant would need to have three months of full flying with no restrictions to 'exit' the absence management policy.

47. Ms Lewis then said that because the claimant had not met her rehabilitation plan and was not ready to return to her contractual flying role, a termination date would be set. The dismissal would take effect in three months, on 6 March 2023. Ms Lewis said that up until that date she would consider whether the termination could be revoked or the termination date extended.

48. There was also a discussion during this meeting about the fact that the claimant had built up a significant amount of annual leave during her absence.

49. After the meeting, on 15 December 2022, Ms Lewis emailed the claimant with a letter confirming the termination of her employment on the grounds of incapacity.

The resourcing and recruitment placement

50. The claimant started the resourcing and recruitment role on 8 December 2022. Her placement there went well.

51. In the meantime, on 19 December, there was further advice from the GP which advised a phased return three days a week, avoiding excessive commuting so that the Claimant could continue her ongoing treatment for her mental health. The fit note ran until 18 March.

52. The claimant was not clear about the end date of the resourcing and recruitment placement. She thought it was to end in early January. The resourcing and recruitment team were expecting her to attend there in the first week of January 2023. Ms Lewis had recorded the end date of the placement as 30 December 2022.

53. The claimant did not contact Ms Lewis about the end of her placement and Ms Lewis was unable to get hold of her. When the claimant did not report fit to fly on 31 December 2022, Ms Lewis recorded the claimant as being on annual leave from 31 December to 11 January 2023.

Appeal against dismissal

54. On 13 January 2023 the Claimant appealed against her dismissal. Her termination date was extended from 6 March to 14 March 2023 to allow the appeal to conclude.

55. The appeal hearing took place on 10 March.

56. On the same day updated advice was received from BAHS. This fifth report recorded that the claimant's GP had recommended a three month ground duties placement. The BAHS advisor said that the claimant was not fit for her full contractual flying role and that the advisor could not give a likely timescale for a return to her normal contractual flying role.

57. Another fit note from the GP dated 13 March said that the claimant was still fit for amended duties two days a week.

58. The outcome of the appeal was sent to the claimant in a letter dated 13 March. The claimant's dismissal was upheld and took effect on 14 March 2023.

The law

Unfair dismissal

59. Section 98 of the Employment Rights Act 1996 says:

> *"(1) In determining for the purposes of this Part whether the dismissal of an employee is fair or unfair, it is for the employer to show—*
>
> *(a) the reason (or, if more than one, the principal reason) for the dismissal, and*

(b) that it is either a reason falling within subsection (2) or some other substantial reason of a kind such as to justify the dismissal of an employee holding the position which the employee held.

(2) A reason falls within this subsection if it—

(a) relates to the capability or qualifications of the employee for performing work of the kind which [she] was employed by the employer to do…

(3) In subsection (2)(a)-

(a) 'capability', in relation to an employee, means [her] capability assessed by reference to skill, aptitude, health or any other physical or mental quality, and

(b) 'Qualifications', in relation to an employee, means any degree, diploma or other academic, technical or professional qualification relevant to the position which [she] held.

(4) Where the employer has fulfilled the requirements of subsection (1), the determination of the question whether the dismissal is fair or unfair (having regard to the reason shown by the employer)—

(a) depends on whether in the circumstances (including the size and administrative resources of the employer's undertaking) the employer acted reasonably or unreasonably in treating it as a sufficient reason for dismissing the employee, and

(b) shall be determined in accordance with equity and the substantial merits of the case."

60. The tribunal must not substitute its own view of the appropriate penalty for that of the employer.

Equality Act 2010- protected characteristics

61. Disability and sex are protected characteristics under section 4 and 6 of the Equality Act 2010.

Direct discrimination

62. Section 13(1) of the Equality Act says:

"A person (A) discriminates against another (B) if, because of a protected characteristic, A treats B less favourably than A treats or would treat others."

Discrimination arising from disability

63. Section 15(1) of the Equality Act 2010 provides that a person (A) discriminates against a disabled person (B) if:

> *"(a) A treats B unfavourably because of something arising in consequence of B's disability, and*
>
> *(b) A cannot show that the treatment is a proportionate means of achieving a legitimate aim."*

64. Section 15(2) says that:

> *"Subsection (1) does not apply if A shows that A did not know, and could not reasonably have been expected to know, that B had the disability."*

65. In *Pnaiser v NHS England and anor* 2016 IRLR 170, the EAT summarised the approach to be taken under section 15:

65.1. The tribunal must identify whether there was unfavourable treatment and by whom.
65.2. It must determine the cause of or reason for the treatment, focusing on the conscious or unconscious thought processes of the alleged discriminator. Motive is not relevant to this.
65.3. There may be more than one reason or cause for the treatment and, as in a direct discrimination case, the 'something' need not be the main or sole reason for the treatment but it must have at least a significant (more than trivial) influence so as to amount to an effective reason for or cause of it.
65.4. The tribunal must determine whether the reason or cause (or a reason or cause) is something arising in consequence of the claimant's disability. That is an objective question and does not depend on the thought processes of the alleged discriminator. The expression 'arising in consequence of' could describe a range of causal links, for example it could include more than one link.
65.5. If an effective reason or cause for unfavourable treatment is 'something arising in consequence of' the claimant's disability, the tribunal will consider whether the respondent can show that the treatment is a proportionate means of achieving a legitimate aim.

<u>Failure to make reasonable adjustments</u>

66. The Equality Act imposes a duty on employers to make reasonable adjustments. The duty comprises three requirements, in this case, the first requirement is relevant. This is set out in sub-section 20(3):

> *"The first requirement is a requirement, where a provision, criterion or practice of A's puts a disabled person at a substantial disadvantage in relation to a relevant matter in comparison with persons who are not disabled, to take such steps as it is reasonable to have to take to avoid the disadvantage."*

67. Paragraph 20 of schedule 8 of the Equality Act says that an employer, A, is not subject to a duty to make reasonable adjustments:

> *"if A does not know, and could not reasonably be expected to know –*
>
> *…*
>
> *(b) … that an interested disabled person has a disability and is likely to be placed at the disadvantage referred to in the first, second or third requirement."*

68. The EHRC Code of Practice describes the duty to make reasonable adjustments as:

> *'a cornerstone of the Act which requires employers to take positive steps to ensure that disabled people can access and progress in employment. This goes beyond simply avoiding treating disabled workers, job applicants and potential job applicants unfavourably and means taking additional steps to which non-disabled workers and applicants are not entitled*'.

69. The Code says that transferring a disabled worker to fill an existing vacancy is a step which it might be reasonable for employers to have to take as a reasonable adjustment (paragraph 6.33). It gives the following example:

> *"An employer should consider whether a suitable alternative post is available for a worker who becomes disabled (or whose disability worsens), where no reasonable adjustment would enable the worker to continue doing the current job. Such a post might also involve retraining or other reasonable adjustments such as equipment for the new post or transfer to a position on a higher grade."*

70. In *Archibald v Fife Council* [2004] ICR 954, explaining the duty to make reasonable adjustments, Lady Hale said:

> *" … to the extent that the duty to make reasonable adjustments requires it, the employer is not only permitted but obliged to treat a disabled person more favourably than others."*

<u>Harassment</u>

71. Under section 26 of the Equality Act, a person (A) harasses another (B) if

> *"a) A engages in unwanted conduct related to a relevant protected characteristic, and*
>
> *b) the conduct has the purpose or effect of –*

i) violating B's dignity, or
ii) creating an intimidating, hostile, degrading, humiliating or offensive environment for B."

72. Conduct amounts to harassment if it has the required purpose or, in the alternative, the required effect. In a claim based on the effect of conduct, a lack of intent by the alleged harasser is not a defence. In deciding whether conduct has the effect referred to, the tribunal must take into account:

"a) the perception of B;
b) the other circumstances of the case;
c) whether it is reasonable for the conduct to have that effect."

73. There are therefore both objective and subjective elements to the test about effect. The tribunal is required to consider whether, if the claimant has experienced those effects, it was reasonable for them to do so.

Burden of proof in complaints under the Equality Act

74. Sections 136(2) and (3) provide for a shifting burden of proof:

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

(3) This does not apply if A shows that A did not contravene the provision."

75. This means that if there are facts from which the tribunal could properly and fairly conclude that there has been unlawful discrimination, the burden of proof shifts to the respondent.

76. If the burden shifts to the respondent, the respondent must provide an adequate explanation, which proves on the balance of probabilities that the respondent did not discriminate. The respondent would normally be expected to produce cogent evidence to discharge the burden of proof.

77. If there is a prima facie case and the explanation for that treatment is unsatisfactory or inadequate, then it is mandatory for the tribunal to make a finding of discrimination.

Jurisdiction – time limits

78. Section 123 of the Equality Act says:

"(1) Subject to section 140B [extension for ACAS early conciliation] proceedings on a complaint within section 120 may not be brought after the end of—

(a) the period of 3 months starting with the date of the act to which the complaint relates, or

(b) such other period as the employment tribunal thinks just and equitable.

…

(3) For the purposes of this section—

(a) conduct extending over a period is to be treated as done at the end of the period;

(b) failure to do something is to be treated as occurring when the person in question decided on it.

(4) In the absence of evidence to the contrary, a person (P) is to be taken to decide on failure to do something—

(a) when P does an act inconsistent with doing it, or

(b) if P does no inconsistent act, on the expiry of the period in which P might reasonably have been expected to do it."

Conclusions

79. We explain our conclusions by reference to the list of issues which is on pages 131 to 139 of the bundle.

Disability and knowledge of disability (issues 1 to 3)

80. It is accepted by the respondent that the claimant had a disability at the material times (anxiety and depression) and that the respondent was aware of her disability at the material times.

81. Issue 4 (complaint of direct disability discrimination) has been withdrawn.

Discrimination arising from disability (issue 5)

82. In relation to the complaint of discrimination arising from disability under section 15 of the Equality Act 2010, we consider whether there has been unfavourable treatment because of something arising in consequence of disability and, if there has, we consider whether that treatment was a proportionate means of achieving a legitimate aim.

83. We first considered whether the things relied on by the claimant are things which arose in consequence of disability, in other words whether they arose in consequence of the claimant's anxiety and depression. We consider this on an objective basis.

84. On the basis of our findings on the medical information, including the information from the claimant's treating practitioners, we have concluded that

all four of the things relied on by the claimant in issue 6 arose in consequence of her anxiety and depression, that is:

84.1. her need to work at the help hub;
84.2. her difficulties working at the help hub, including the environment and travelling;
84.3. her inability to return to her full contractual role in the timescale set by the respondent; and
84.4. her inability to work her full contractual role without reasonable adjustments, including a longer phased return to work.

85. We accept that these things arose in consequence of the claimant's anxiety and depression. The medical evidence supports this. The claimant needed a phased return in a ground duties placement before returning to her full contractual flying role. That was because of the need to rebuild her confidence and to give time to adjust to working again, and these requirements arose from her disability. She had problems working at the help hub because of the busy environment, arising from her anxiety and depression causing her to feel overwhelmed. She struggled with the long commute because that increased feelings of stress and anxiety arising in consequence of her disability. She remained unable, because of anxiety and depression, to return to her flying role when required to do so by the respondent at the end of the resourcing and recruitment placement.

86. We next consider whether the treatment that the claimant complains about amounted to unfavourable treatment and, if so, whether it was because of one of the things arising in consequence of disability.

87. In relation to this element, the causal test is different. At this stage of section 15 we are examining the conscious and unconscious thought processes of the person who conducted the treatment that the claimant complained about. We are considering the subjective question of whether the treatment was because of one (or more) of the things arising in consequence of disability, in other words the cause of or reason for the treatment, not the motive for it. Something arising in consequence of disability need not be the main or the only reason for the treatment, but it must have had a significant, in the sense of more than trivial, influence on the unfavourable treatment, so as to amount to an effective cause of or reason for the treatment.

88. The allegations of unfavourable treatment are listed in paragraph 5 of the list of issues as issues 5a to 5i. In respect of each of these we first consider our findings of fact and whether we have found it to have happened as alleged. Secondly, we consider the causal question: if it did happen as alleged, was it unfavourable treatment because of one of the things arising from disability.

89. Issue 5a (the failure to pay the claimant's wages in October 2022 for the period from 7-14 September 2022): we have found that at the time, the claimant was not paid for this period. Therefore this allegation happened as alleged, although the respondent has since accepted that the claimant is

owed pay for this period. We have found that the claimant's absence for this period was initially recorded as unauthorised, but this was changed by Ms Lewis on 21 September 2022.

90. We go on to consider the reason for this treatment. We have concluded that the reason for this period being unpaid and recorded as unauthorised absence was the claimant's failure to follow protocol. It was not any of the things arising from disability. We accept that Ms Lewis would have taken the same approach in respect of absence for any reason, whether disability related or otherwise. Any employee who did not attend work and had not called the career success hub to report their absence in line with the protocol, would have been subject to the same treatment. Although this treatment took place in the context of sickness absence and phased return to work arrangements which were disability related, it was not because of them.

91. Issue 5a fails for this reason.

92. Issue 5b: this complaint has been withdrawn by the claimant.

93. Issues 5c and 5d: we have dealt with these issues together. They relate to Mr Landy's interactions with the claimant on or around 9 and 10 November 2022.

94. We found that Mr Landy asked the claimant more than once why she felt overwhelmed and that he described her as having 'just a little bit of anxiety'. We found that he suggested to the claimant that she should concentrate on one task a day and email him every day to update him on how she was developing.

95. These allegations therefore happened broadly as alleged by the claimant. We have gone on to consider whether what happened was unfavourable treatment because of one of the things arising from disability. We do not find that these exchanges amounted to unfavourable treatment. Mr Landy asked the claimant why she felt overwhelmed because she used that language herself, and he wanted to understand more about it so he could make the claimant's work less overwhelming. His suggestion of concentrating on one new task a day was to reduce the claimant's feeling of being overwhelmed. His suggestion of providing daily updates was to build the claimant's confidence by recording daily improvements. That was treatment by the claimant's manager which was supportive of the claimant. It was not unfavourable treatment of her.

96. Mr Landy telling the claimant she had 'just a little bit of anxiety' was clumsy and suggested to the claimant that he was minimising her condition. It came across as an attempt to dismiss how she was feeling. However, in itself, and in the context of the other steps Mr Landy was taking, this comment on its own did not amount to unfavourable treatment. If we had found this comment to have amounted to unfavourable treatment, we would have accepted that it was part of discussions which were a proportionate means of achieving a legitimate aim as they were made with the aim of supporting and managing

staff who are absent due to sickness by facilitating their return to work (issue 8a).

97. Issues 5c and 5d fail for these reasons.

98. Issues 5e, 5f and 5i: these issues all relate to the dismissal of the claimant. There was no dispute that they happened as alleged, namely:

98.1. In the sickness review meeting on 7 December 2022 Ms Lewis told the claimant that her contract would be terminated if she was not fit to return to flying duties by 31 December 2022 (issue 5e);
98.2. On 15 December 2022 Ms Lewis gave the claimant a letter confirming three months' notice of termination of her employment (issue 5f);
98.3. The dismissal took effect on 14 March 2023 (issue 5i).

99. This treatment was unfavourable treatment of the claimant because of the things arising in consequence of the claimant's disability, in particular her inability to return to her full contractual role in the timescale set by the respondent.

100. The key question for us is whether this treatment was a proportionate means of achieving a legitimate aim. We accept that the three aims relied on by the respondent in paragraph 8 are legitimate aims. We do not accept that the treatment of the claimant achieved these aims or was a proportionate way of achieving them. In short, there were less discriminatory ways of achieving those aims.

101. Our reasons for reaching this conclusion are as follows:

101.1. From early on in the absence review process Ms Lewis was focused on what was usually acceptable in phased returns rather than what the claimant herself needed because of her disability. Ms Lewis told the claimant in the first sickness review meeting that she could have 'potentially a few more weeks' then she would have to return to air. Ms Lewis did not take account of the claimant's individual medical advice from her GP and the other treating practitioners supporting the claimant. They advised that the claimant needed a phased return of around three months, longer than Ms Lewis considered to be usual. Ms Lewis adopted an inflexible approach, maintaining the idea of a 'usual' phased return, and failing to consider what the claimant herself required. This did not achieve the respondent's aims of supporting staff who are absent to sickness by facilitating their return to work, considering termination fairly or maintaining an effective and reliable staffing base.

101.2. Ms Lewis failed to give proper consideration to the respondent's own medical advice from BAHS. For example, in the absence review meeting on 1 September 2022, she misinterpreted BAHS advice as saying that the claimant was fit to fly when it said she was fit to return to ground duties, not to fly.

101.3. Ms Lewis did not give proper consideration to the claimant's placement for her proposed return to work, and the claimant's particular needs arising from her anxiety and depression. In particular, Ms Lewis offered the help hub placement without having made enquiries about whether there was an alternative placement at Gatwick. When Ms Lewis received information that there was a ground placement of several months at Gatwick, she did not follow it up and concluded, without making enquiries, that it would not be possible because of the requirement for an airside pass. Ms Lewis failed to address the claimant's legitimate concerns that a placement in the help hub, with its busy and noisy environment, was not a suitable placement for the Claimant's phased return. Again, failing to consider the claimant's individual needs did not achieve the respondent's aims.

101.4. Ms Lewis raised the question of dismissal at a very early stage in her discussions with the claimant. The first sickness review meeting was a preliminary discussion to explore what the claimant thought would help, and Ms Lewis said she would take the claimant's ideas away to consider. At the next meeting, less than a month later, Ms Lewis said that a termination date would be set in writing with no further meeting if the claimant hadn't called in fit in three days' time. That was not proportionate.

101.5. It was not proportionate to dismiss the claimant at the end of her first placement on 7 December 2022. She had been allocated an initial placement in an environment that was not suitable for the claimant and which was more than the shadowing role BAHS had thought. The second placement was for three weeks. The BAHS reports had referenced ground placements of nine or six weeks. The claimant's doctors advised that she needed longer on ground duties. The claimant had not yet started her second placement. The respondent's witnesses seemed to be in some doubt about whether issuing a termination letter amounted to a dismissal, because they had said they would keep the dismissal under review. What the claimant was told on 7 December amounted to a dismissal, irrespective of the fact that it could have been reviewed later. The dismissal was confirmed in writing on 15 December. When considering the proportionality of dismissal, we focus on the circumstances as they were on the date of dismissal. We have concluded that it was not proportionate for the respondent to dismiss the claimant at that time.

101.6. The respondent took the claimant off her second placement after three weeks when it was going well. That was not a meaningful phased return to work in circumstances where there had been a previous inappropriate placement and, given the advice about her medical needs, the length of the claimant' second placement did not meet the claimant's disability related requirements. It was shorter than the six week and nine week periods referred to in the reports provided to the respondent by BAHS.

101.7. The final decision in March 2023 to allow the dismissal to take effect was based on BAHS advice about the claimant's substantive role only. There was a substantial failure by the respondent to give proper consideration to suitable alternative employment in line with the requirements of its own policy. It is almost always proportionate for an employer dismissing an employee because they cannot perform their substantive role to give consideration of whether there is an alternative role the employee could perform. In the claimant's case there were other factors which supported this as a step that it would have been proportionate to take. The other factors here include the claimant's very long service and good attendance record and the fact that the respondent's own policy required consideration of suitable alternative roles and said that the manager would assist the employee to identify and apply for any. It was not sufficient to direct the claimant to the vacancy site. It was the respondent's responsibility to consider before dismissing the claimant, whether there were any alternative ground based roles which the claimant could have performed if she was not fit to return to her substantive role. The resourcing and recruitment role might have been one.

101.8. None of these issues were remedied on appeal.

102. Overall, it would have been proportionate to have given the claimant a ground placement in Gatwick or a longer placement in resourcing and recruitment before reaching a final decision as to whether she could return to her full contractual flying role. If at that stage it became clear that the claimant could not perform her substantive role, the respondent should have taken steps to consider whether there was any other role which could have been offered to her for redeployment as an alternative and less discriminatory alternative to dismissal.

103. For these reasons, the complaints of discrimination arising from disability relating to dismissal, that is issues 5e, 5f and 5i, succeed. These relate to treatment which occurred on 7 December 2022, 15 December 2022 and 14 March 2023.

104. Issue 5g: this allegation of discrimination arising from disability concerns non-payment of attendance allowance to the claimant while she was working at the help hub. We have found that the claimant was not paid attendance allowance while working at the help hub. The attendance allowance was paid to the claimant's colleagues who were working there on ground duties because of pregnancy.

105. The reason the claimant did not receive the attendance allowance was not any of the things arising in consequence of disability. It was because attendance allowance was only payable to staff on ground duties for pregnancy, and the claimant was not working at the help hub because of pregnancy. This was not a disability-related reason. This complaint fails for that reason.

106. In reaching this conclusion, we have taken into account the decision in the case of *Kent County Council v Mingo* [2000] IRLR 90, to which we were referred by the claimant's counsel. In that case the EAT held that the claimant was entitled to compare himself to someone redeployed for reasons other than incapacity. We do not find that to be analogous to the situation here. We also note that the decision concerned the predecessor provisions in the Disability Discrimination Act 1995 in which the complaint was of less favourable treatment rather than unfavourable treatment and in respect of which there was a focus on comparators which does not arise in the same way here.

107. Issue 5h: this concerns the respondent placing the claimant on annual leave following the end of her ground duties on 31 December 2022. We found that this happened as alleged.

108. However, the reason for this treatment was not one of the things arising in consequence of the claimant's disability. The claimant's phased return was the context in which it happened but not the reason for it or a cause of it. The reason was because the claimant had not contacted Ms Lewis and Ms Lewis could not get in touch with her. Ms Lewis had to record something on the respondent's systems to show the claimant' status, and she knew the claimant had a significant amount of annual leave. This complaint fails for that reason.

Failure to make reasonable adjustments (issue 9)

109. We next consider the complaint of failure to make reasonable adjustments. The duty to make reasonable adjustments arises under section 20(3) of the Equality Act where a provision, criterion or practice (a 'PCP') puts a disabled person at a substantial disadvantage in comparison with people who are not disabled.

110. The respondent accepts that it applied all five of the PCPs relied on by the claimant (issues 9a to 9e), that is requirements that the claimant:

110.1. 9a: carry out her full contractual role (flying);
110.2. 9b: work at her contractual place of work (Heathrow);
110.3. 9c: return to work within a specified period to avoid dismissal;
110.4. 9d: work more than two days a week after 24 November 2022 to avoid dismissal; and
110.5. 9e: attend in person during her phased return to work.

111. We go on to consider, as set out in issues 10 and 11, whether these PCPs put the claimant at a substantial disadvantage in comparison to people who are not disabled. We conclude, based on the facts we found about the claimant's medical needs, evidenced by her medical practitioners, that PCPs 9a, 9b, 9c and 9e substantially disadvantaged the claimant in comparison to non-disabled employees. The claimant was unable to undertake her full contractual duties and she required a phased return to work on ground duties to build her confidence because of her anxiety and depression and her disability-related absence. She was unable to return within the period

specified by the respondent because she required a longer phased return. Her employment was ultimately terminated because of her inability to undertake her full contractual role. The claimant had difficulty attending work in person at Heathrow airport because the long travelling time increased her stress and anxiety. An employee without the claimant's disability would not have been put at these disadvantages.

112. We do not find that PCP 9d disadvantaged the Claimant. That is the PCP that the claimant was required to work more than two days a week after 24 November 2022 to avoid dismissal. We reach this conclusion because the claimant was able to work three days a week in the resourcing and recruitment placement in December 2022, so a requirement to work more than two days a week did not disadvantage her at that time.

113. The claimant was put at a substantial disadvantage as a result of four of the PCPs that the respondent has accepted that it applied.

114. In reasonable adjustments cases the burden of proof is on the employee initially to show that the PCP was applied, if disputed, and to show that it placed her at a substantial disadvantage. She also needs to identify something which is at least potentially or apparently reasonable by way of an adjustment which could be made. If the claimant succeeds in doing so, the burden passes to the employer to show that it would not have been reasonable to make that adjustment.

115. Here, we have concluded that the claimant was placed at a substantial disadvantage by four PCPs, and she has suggested adjustments which could have been made. The suggested amendments are listed as issues 12a to 12g. We consider for each of these whether it is an adjustment which could potentially prevent or reduce the disadvantage to which the claimant was put and if so whether the respondent has satisfied us that it would not have been reasonable for it to make the adjustment. In this context, we assess reasonableness on an objective basis.

116. Issue 12a: permitting the claimant to work from Gatwick and not at Heathrow. This is a potentially or apparently reasonable adjustment which would have prevented or reduced the disadvantage to the claimant (that is the increased stress and anxiety arising from the additional travelling time). Therefore the burden is on the respondent to show that it would not have been reasonable to permit the claimant to work from Gatwick. We have concluded that the respondent has not met this burden. Ms Lewis failed to investigate initially whether there were any roles at Gatwick. When a possible role at Gatwick was highlighted, she failed to make enquiries about whether it could have been suitable. We have not been provided with cogent evidence to support the suggestion that the airside pass or parking issues were such that they would have meant it was not reasonable to make this adjustment. We are not persuaded that requiring the claimant to travel to Heathrow better prepared her to return to her contractual role. That is because her contractual role would have included a mix of long haul and short haul flights meaning that in her contractual role she would not have had to commute daily to

Heathrow. We have concluded that allowing a phased return at Gatwick was a reasonable adjustment which the respondent failed to make.

117. Issue 12b: allowing the claimant to work from home during her phased return. We have not concluded that it would have been a reasonable adjustment to allow the claimant to work from home during her phased return to work. That is because the claimant had been away from work for a long period of time, taking into account furlough, the period of the grievance and the sick leave period. She wanted to rebuild her confidence with a view to getting back to a full flying role. Working from home would not have achieved that in the way that a phased return at work would have done.

118. Issue 12c: allowing the claimant to work two days a week after 24 November 2022. We decided that the claimant was not disadvantaged by a requirement to work more than two days a week, because she was able to work three days a week in the resourcing and recruitment role. Therefore this adjustment would not have addressed any disadvantage.

119. Issues 12d, 12e and 12f: we have looked at these three proposed adjustments together. These suggested adjustments are allowing a gradual phased return to work over a three month period, allowing the claimant to remain on ground duties, and not dismissing the claimant. These suggested adjustments would have addressed the disadvantage to the claimant which arose from the PCPs requiring her to carry out her full contractual role and to return to work in a specified period to avoid dismissal. Because of her disability, the claimant required a longer than usual phased return. The placement in the help hub was not suitable for her. For reasons similar to those we have explained in relation to the complaint of discrimination arising from disability, we have concluded that it would have been reasonable to have allowed the claimant a three month phased return from the start of her ground placement in resourcing and recruitment, before requiring her to return to her full contractual role.

120. Issue 12g: the suggested adjustment is redeploying the claimant if she was unfit to return to flying within a reasonable period. This would have addressed the disadvantage the claimant was under as a result of not being able to perform her full contractual duties. The burden shifts to the respondent in relation to this suggested adjustment. The respondent has not satisfied us that it was not reasonable to expect them to make this adjustment. We have concluded that redeployment would have been a reasonable adjustment, for reasons similar to those we have explained in the complaint of discrimination arising from disability. Redeployment to suitable alternative employment was expressly provided for in the respondent's policy. The respondent failed to comply with this policy. It would have been reasonable to redeploy the claimant to a ground role, for example a role in resourcing and recruitment, rather than dismissing her for incapacity in relation to her substantive role.

121. The complaint of failure to make reasonable adjustments therefore succeeds in relation to suggested adjustments 12a, 12d, 12e, 12f and 12g. The respondent failed to make those adjustments which we have concluded

would have been reasonable adjustments to prevent or reduce the disadvantage to the claimant.

122. It would have been reasonable for the respondent to have made these adjustments during the sickness review process, including during the appeal process. The respondent's failure to make adjustments began when the claimant was fit to return to ground duties from 1 September 2022. The claimant's GP confirmed on 13 March 2023 that she was still fit for a ground duties role. On 13 March 2023, when the appeal decision was made and the respondent upheld the claimant's dismissal, the respondent's conduct was inconsistent with making the adjustments.

123. The continuing failure to make adjustments was conduct extending over the period up to 13 March 2023. It is treated by section 123(3) and 123(4) of the Equality Act as done on that date.

Disability-related harassment (issues 13 to 16)

124. Issue 13a has been withdrawn by the claimant.

125. Issues 13b and 13c are complaints relating to the comments by Mr Landy made on or about 9 and 10 November 2022. The comment that the claimant had 'just a bit of anxiety' was related to disability and we understand why the claimant felt upset by it. However, we have found that the context for this comment was Mr Landy providing support to the claimant in her phased return. We have found that the other matters complained about in these issues were supportive treatment. We have concluded that in that context it was not reasonable for Mr Landy's conduct to have had the effect that it did. While Mr Landy's comment about the claimant's anxiety was certainly clumsy, it does not reach the threshold for us to find that it was reasonable for it to have had the effect of violating the claimant's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for her. It did not have that purpose either.

126. Issue 13d is a complaint about Ms Lewis informing the claimant on 7 December 2022 that her contract would be terminated if she was not fit to return. We have already found that this conduct was unfavourable treatment amounting to discrimination arising from disability under section 15. The unfavourable treatment was a detriment under section 39(2)(d). Section 212 provides that detriment does not include conduct which amounts to harassment. In short, conduct cannot be both a detriment and harassment.

127. The complaint in issue 13d therefore fails because it has already succeeded under a different legal label, namely section 15.

Direct sex discrimination (issues 17 to 20).

128. In summary on these complaints of direct sex discrimination, we have not found facts from which we could conclude that any of the treatment complained of (which we have found happened as alleged) was less favourable treatment because of sex. In her evidence, the claimant struggled

to explain why she felt this treatment was because of sex. We have considered our findings that Mr Landy was the only man who worked in the help hub and that Mr Landy (and the claimant) referred to staff who were on ground duties because of pregnancy as 'maternity girls'. We do not consider those to be facts from which we could conclude that Mr Landy's conduct which the claimant complains about was because of sex. While the claimant and her colleagues were unhappy about the conduct, we have not found evidence from which we could conclude that it amounted to direct sex discrimination such that the burden shifts to the respondent to satisfy us that it was not.

129. We explain this in more detail in respect of the individual complaints as follows.

130. Issues 17a and 17b: we have already explained our findings about these issues and have not found this conduct to amount to discrimination arising from disability or disability related harassment. We do not find that the burden shifts to the respondent on these allegations. If we had found that it did, we would have accepted that Mr Landy would have spoken to anybody in this way regardless of their sex.

131. Issue 17c: we have found that on or around 9 November 2022 there was a discussion between Mr Landy and the claimant about a return to work course that was specifically for staff who had been displaced during the furlough period. We understand that the discussion was upsetting for the claimant, because the displacement during furlough had been difficult for her. However, the discussion was nothing to do with sex. It was a discussion that Mr Landy would have had with any staff member in that context and in those circumstances, regardless of sex.

132. Issue 17d: we have found this happened as alleged, namely that in a daily briefing on around 23 November 2022 Mr Landy raised his voice and spoke over the claimant. We found that this was because the help hub was a fast paced and noisy environment. Again, the claimant and her colleagues were unhappy about this, but it was not because of sex.

133. Issue 17e: we have found that this happened broadly as alleged in that on around 21-23 November 2022 Mr Landy asked the help hub staff not to sit with their backs to the door. He felt it was better for the staff to face customers who were coming into the hub rather than have their backs to them. In an attempt at levity, Mr Landy said he would take their chairs away if they sat with their backs to customers. This attempt at levity was misjudged and perhaps could have been phrased better (or not said at all). However, the claimant's concerns about this were general concerns about the way Mr Landy spoke to her and her colleagues and were not to do with sex. We accept that he would have spoken in the same way to a group of male and female staff.

134. Issue 17f: this issue overlaps in part with issue 17e. In relation to the allegation that Mr Landy said that staff were scruffy, we have not found that

he described the claimant and her colleagues as scruffy. We have found that Mr Landy tried to introduce sleeveless jackets with 'help hub host' lettering for the staff, but that none of the staff wore them. Again, the staff in the help hub might not have appreciated the suggestion that they wear the jackets, but it was not related to sex. Mr Landy would have treated male staff in the same way if there had been any in the team.

135. Issue 17g: we have found (as accepted by Mr Landy) that he said to the staff, "If you don't like working here then leave". We have not found that he said, "I'm running a business and have plenty of other crew to replace you". Again, we regard this comment as misjudged and understand why staff did not appreciate it. However, we have not found facts from which we could conclude that it was because of sex. If we had, we would have accepted that Mr Landy would have made the same comment to a man in the same situation.

136. The complaints of direct sex discrimination all fail and are dismissed.

Unfair dismissal (issue 21 to 24)

137. The last complaint is of unfair dismissal.

138. The reason for the claimant's dismissal was capability. That is a potentially fair reason for dismissal.

139. As to whether the respondent acted reasonably in dismissing the claimant, we have concluded that the respondent did not. The decision to dismiss the claimant was not within the range of reasonable responses of a reasonable employer.

140. At the time the respondent dismissed the claimant on 7 December 2022, the claimant had not been given an appropriate ground placement to facilitate her return to work. A reasonable employer would have allowed the claimant a meaningful phased return to work. The second ground placement was not a meaningful attempt at a phased return, because the claimant was dismissed before she started it.

141. At the time of her dismissal taking effect in March 2023, the claimant was fit for ground duties. However, the respondent failed to consider whether there was an alternative ground based role to which she could be redeployed as an alternative to dismissal. A reasonable employer would have considered this. In failing to do so the respondent did not comply with its own policy.

142. The claimant had very long service with the respondent. She had had a lengthy period of absence from work, in part because of things for which she was not responsible: a long period of furlough and a long period when the respondent was considering her grievance. A reasonable employer would have given the claimant a longer and more suitable phased return and would, in line with its policy, have considered redeployment to a ground based role before deciding to dismiss her.

143. The respondent failed to correct these issues on appeal. These aspects took the decision to dismiss outside the range of reasonable responses of a reasonable employer. The complaint of unfair dismissal succeeds.

Unauthorised deduction from wages (issue 25)

144. The complaint of unlawful deduction from wages has been concluded in the judgment by consent which was issued at the start of this hearing.

Jurisdiction (issue 28)

145. In relation to jurisdiction, the claimant presented claim number 3315469/2022 on 29 December 2022 after Acas early conciliation which started and ended on 30 November 2022. Anything brought in that claim which happened on or after 31 August 2022 was in time by virtue of being within the primary time limit extended by Acas early conciliation.

146. The complaints of discrimination arising from disability which have succeeded relating to treatment which occurred on 7 December 2022 and 15 December 2022 were brought as part of claim number 3315469/2022 (paragraphs 111k and 111l of the grounds of complaint). They were made in time.

147. The claimant presented claim number 3310358/2023 on 16 August 2023 after early conciliation from 6 June 2023 to 18 July 2023. Anything brought in that claim which happened on or after 7 March 2023 was in time by virtue of being within the primary time limit extended by Acas early conciliation.

148. The complaint of discrimination arising from disability which has succeeded relating to treatment which occurred on 14 March 2023 (the dismissal) was brought as part of that claim (paragraph 31.2 of the grounds of complaint) and was in time.

149. The complaint of failure to make reasonable adjustments which we have found continued up to 13 March 2023 was brought as part of claim number 3310358/2023 (paragraphs 34 to 37 of the grounds of complaint). It was brought in time.

150. The effective date of termination was 14 March 2023. The complaint of unfair dismissal was brought as part of claim number 3310358/2023. It was brought in time.

151. Therefore, those aspects of the claims which have succeeded were presented in time.

Remedy (issue 30)

152. We are going to deal with remedy separately. A remedy hearing has been listed for 29-30 September 2025. Case management orders for

preparations for that hearing were made at the hearing on 6 June 2025 and were sent to the parties in writing on 11 July 2025.

Approved by:
Employment Judge Hawksworth
Date: 31 July 2025

Sent to the parties on: 31 July 2025

For the Tribunal Office

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