EMPLOYMENT TRIBUNALS (SCOTLAND)

Case No: 8002526/2025

Held in Dundee on 29 and 30 June 2026

Employment Judge Neilson

Ms J Cameron	**Claimant** **Represented by** **Mr Lawson, Solicitor**
Hutchison Technologies Limited	**Respondent** **Represented by** **Mr Williams** **Solicitor**

JUDGMENT OF THE EMPLOYMENT TRIBUNAL

The judgment of the Employment Tribunal is as follows:-

(a) the claimant's claim of automatic unfair dismissal under section 103A of the Employment Rights Act 1996 is well founded and succeeds;

(b) the claimant's claim of detriment under section 47B of the Employment Rights Act 1996 is well founded and succeeds.

REASONS

1. The claimant lodged a claim in the Employment Tribunal on 20 October 2025 for automatic unfair dismissal under section 103A of the Employment Rights Act 1996 ("ERA") and detriment under section 47B of the ERA.

2. The claimant attended the hearing in person and was represented by Mr Lawson, Solicitor. The respondent was represented by Mr Williams, Solicitor.

3. There was a Joint Bundle of 149 pages.

4. It was agreed that the claimant would lead evidence first. The claimant gave evidence. For the respondent Mr Bruce Hutchison, Managing Director of the respondent ("Mr Hutchison"); Tom Malone, International Financial Controller

with the respondent ("Mr Malone") and Ross James, Scheduling & Fleet Manager with the respondent ("Mr James") gave evidence.

Issues

5. The parties agreed the issues that would require to be determined at the final hearing were as set out below.

6. Did the claimant make a qualifying disclosure in accordance with 43B(1)(d) (health & safety) ERA in the period March to May 2025 to Ross James and/or Tina Miller regarding excessive working hours of engineers?

7. Did the claimant make a qualifying disclosure in accordance with section 43B(1)(b) (legal obligation) in or about Feb/March/April/May to Ross James and Tina Miller regarding a failure to comply with the respondent's legal obligations under the Working Time Regulations 1998 ("WTR") with regard to the underpayment of holiday pay?

8. Did the claimant make a qualifying disclosure in accordance with section 43B(1)(b) in or about June 2025 to Scott Milne (Finance Director) ("Mr Milne"), Ross James and Tom Malone regarding incorrect deductions from wages in respect of pension contributions?

9. Were the qualifying disclosures made to the claimant's employer – the respondent?

10. Was the reason (or if more than one reason – the principal reason) for dismissal that the claimant made a protected disclosure.

11. Was the decision by the respondent to require the claimant to work from the office 5 days a week a detriment under section 47B ERA?

12. If the decision by the respondent to require the claimant to work from the office 5 days a week was a detriment, was it done on the ground that the claimant had made a protected disclosure?

13. As agreed at the preliminary hearing on 29 January 2026 before Judge Doherty the hearing was set down only to deal with liability with remedy and quantum to be dealt with at a later date.

The Law

14. The relevant provisions of Section 103A of the EA are as follows:-

"A person who is dismissed shall be regarded for the purposes of this Part as unfairly dismissed if the reason (or, if more than one, the principal reason) for the dismissal is that the employee made a protected disclosure."

15. The relevant provisions of section 47B of the ERA provide as follows:

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

16. Section 43B of the ERA provides as follows:

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

(a) that a criminal offence has been committed, is being committed or is likely to be committed,

(b) that a person has failed, is failing or is likely to fail to comply with any legal obligation to which he is subject,

(c) that a miscarriage of justice has occurred, is occurring or is likely to occur,

(d) that the health or safety of any individual has been, is being or is likely to be endangered,

(e) that the environment has been, is being or is likely to be damaged,

(f) that information tending to show any matter falling within any of the preceding paragraphs has been, or is likely to be deliberately concealed.”

17. Section 43C of the ERA provides as follows:-

“(1) A qualifying disclosure is made in accordance with this section if the worker makes the disclosure..

(a) to his employer, …..”

18. In respect of a claim under section 103A ERA (where the employee does not have qualifying service for unfair dismissal) the onus is on the employee to establish that they made a protected disclosure; that they were dismissed and that the sole or principal reason for dismissal was the fact that they made a protected disclosure.

19. In respect of a claim for detriment under section 47B ERA the onus is on the employee to establish that they made a protected disclosure and that they suffered a detriment. However, the onus is on the employer to establish the reason for the detrimental treatment – section 48(2) ERA.

Findings of Fact

20. The claimant commenced employment with the respondent on 20 January 2025. She was employed as a Service & Support Administrator. The claimant's employment terminated on 11 June 2025.

21. The respondent is a limited company based in Dundee and engaged in the supply of electrical services to gyms.

22. The respondent has approximately 140 employees and a turnover in the region of £35 million. Mr Hutchison is the managing director of the respondent and the majority shareholder. Mr Malone is International Financial Controller of the respondent. Mr James is Scheduling & Fleet Manager with the respondent and was the claimants line manager. Tina Miller was People and Culture Advisor for the respondent ("Ms Miller").

23. Following an interview for a role with the respondent in January 2025 with Mr James the claimant made it known to Mr James that she was only willing to work on a hybrid basis with her time split between working from home and working from the office.

24. The claimant was engaged by the respondent under a written contract of employment dated 13 January 2025 ("the Employment Contract").

25. Clause 7 of the Employment Contract, Place of Work, stated "Your normal place of work 2 days per week is Innovation Centre, 1 Harrison Road, Dundee, DD2 3SN, or at such other place as the Company may reasonably require. You will work 3 days at your home address. You agree to travel on Company business (both within the UK or abroad) as may be required for the proper performance of your duties. You will not be required to work outside the UK for continuous period of more than one month."

26. Clause 12 of the Employment Contract, Amendments, stated "The Company reserves the right to make reasonable changes to any of your terms and conditions of employment. Any such changes will be deemed to be accepted unless you notify the Company of any objection in writing within one month of being notified of the change."

27. The claimant's line manager at all times during her employment with the respondent was Mr James.

28. The claimant would agree with her line manager, Mr James, the days that she would work in the office but for the most part she worked Tuesday and Thursday in the office, with Monday, Wednesday and Friday working from home.

29. In her role the claimant was responsible for checking the daily timesheets that were completed by the engineers and checking these against the vehicle tracking information. The claimant was also responsible for calculating holiday pay entitlement for the engineers and she had certain administrative responsibilities regarding the respondent's vehicles. In carrying out the holiday pay calculations the claimant was instructed by Mr James to use a spreadsheet that had been used by her predecessor. The claimant was concerned that this spreadsheet was incorrectly calculating the holiday pay entitlement. She raised this concern verbally with Mr James between January and April 2025.

30. In or about May 2025 an engineer employed by the respondent, Tom Wright, lodged a complaint regarding the incorrect calculation of holiday pay. The claimant calculated the entitlement of this engineer to a higher rate of holiday pay than the amount he was being paid and the amount he was claiming for. In or about the end of May/beginning of June 2025 the claimant discussed verbally with Mr Malone the incorrect calculation of holiday pay by the respondent. The claimant explained to Mr Malone that the calculations being used for holiday pay for the engineers as a group were incorrect as the salary figures being used in the spreadsheet were not correct. Mr Malone instructed the claimant just to pay the lower amount the engineer, Tom Wright, was looking for. The claimant did not consider that the calculation being used for holiday pay was legally correct.

31. In or about March/April 2025 the claimant raised verbally with Mr James the case of two engineers, Billy Brown and Tom Casey who had worked long hours with insufficient rest breaks. The claimant also raised this issue with Ms Miller, who informed her that Mr Hutchison had the final say on the hours that engineers worked.

32. On or about 29 April 2025 the claimant received written notification from Ms Miller that she had passed her probationary period. The letter stated:-

"Dear Jenni

Subject: Successful Completion of Probation

As you are aware, your employment was subject to a probationary period of three months expiring on 21st April 2025.

During this period your performance has been assessed against the Company's standards of conduct, attendance and job performance and I am pleased to confirm that you have satisfactorily completed your probationary period.

This letter is confirmation of your appointment to the position of Service and Support Administrator.

We really thank you for your commitment and hard work to date and look forward to many more successful years working together.

With best wishes

Tina Miller

People and Culture Advisor"

33. Mr James had no issue with the claimant's performance other than standard issues for a new employee adapting to her role. Mr James and the claimant had a good working relationship.

34. From about the beginning of May 2025 the respondent sought to introduce a new IT system – Job Logic. On a Teams call on 20 May 2025 the claimant, Mr Malone, Mr James and Karen Morrill, HR Director with the respondents discussed the difficulties of moving time recording over to the Job Logic platform.

35. In or about the beginning of June 2025 the claimant raised verbally with Mr Milne of the respondents a concern she had about the calculation of her pension contributions. By e mail of 5 June 2025 to Mr James the claimant references what she claims is an incorrect employee pension deduction of £135 when it should have been £125. In that e mail the claimant also raises a failure to properly itemise the employer and employee pension contributions. The claimant copied that e mail to Mr Malone on 6 June 2025.

36. Mr Malone and Mr Hutchison raised the issue of there being no breakdown in employer/employee pension contributions on wage slips with their payroll provider/accountant who, in an e mail of 9 June 2025, provide an explanation that as salary sacrifice is operated, only employer pension contribution (essentially covering both employer and employee contributions) is shown.

37. On 10 June 2025 Mr Malone asked the claimant to meet with him in the HR room in the respondent's office. At that meeting Mr Malone informed the claimant that he required her to be in the office 5 days a week. Mr Malone told the claimant that the reason for this was because of the pension issue and the timesheets. The claimant was upset by this. The claimant said she did not agree to work 5 days in the office. Mr Malone tried to give the claimant a hug. The claimant left the meeting and spoke with Mr James who asked if she was ok. She replied that she was upset and Mr James told her to go home and he would speak with her in the morning.

38. The claimant worked from home on Wednesday 11 June 2025. She logged in to commence her work at about 8 a.m. At about 11 a.m. the claimant received an e mail in the following terms from Ms Miller:-

"Dear Jenni

Contract of Employment termination

My purpose for writing to you is to formally advise you of the termination of your contract of employment with immediate effect with Hutchison Technologies limited. Your last day of service will be 11th June 2025.

Your annual leave entitlement for the full 2025 leave year is 32 days. When recalculated pro-rated to your last day of service of 11th June 2025, your entitlement recalibrates the 13 days. You have taken 11 days leave so far this year. You will be paid your remaining two days in your final salary payment along with your 4 weeks' notice payment.

All company benefits will cease on your final day of employment, and we will notify the providers you have left the organisation.

Your final salary along with any other outstanding monies due or reductions due will paid into your nominated bank account on or around the 28th of June 2025. Your P45 can be accessed via your online payroll portal, please keep a record of your log on details to be able to access this portal post the end of your contract of employment. Please ensure BrightHR holds accurate contact details and bank account details for payment of your last salary.

Please ensure that all IT equipment is returned. Please also ensure that any changes to your personal information is updated to our pension provider to allow them to reach you with ongoing correspondence on your pension, post your contract termination date.

I regret this is the outcome and wish you all the best in the future.

Please do not hesitate to contact me if you have any queries.

Yours sincerely

On behalf of

Hutchison Technologies Limited

Tina Miller

People and Culture Advisor

Cc Bruce Hutchison, Managing Director"

39. Following receipt of that e mail the claimant contacted Mr James and told him about the dismissal and asked him if he knew what was going on and he responded to say that he did not know anything about it.

40. The claimant contacted Ms Millar for clarification on the reasons for the termination of her employment. By e mail of 16 June 2025, the claimant received the following from Ms Millar:-

"Dear Jenni

Contract of employment termination – reason for contract termination

Further to our letter dated 11th June 2025 and your request for clarification, I am writing to confirm the reason for the termination of your contract of employment, which was ended with immediate effect on Wednesday 11th June 2025.

In the week commencing 9th June 2025, your management made a reasonable request to make a temporary adjustment to your contract of employment, affecting your daily attendance at our head office. This request was explained to you, as providing you the support to conduct your duties to the quality and accuracy required as shortcomings in your performance had emerged through the ongoing related performance investigation.

Your actions following your management's reasonable request, along with the concerns over your ability to produce accurate and quality work unsupervised where the reasons your contract was terminated.

Following the communication of the contract termination, your unauthorised actions to attempt to delete vast amounts of sensitive Company data; communicating grossly inaccurate company information to colleagues via electric electronic messaging; and making accusations about the Company via electronic messaging, that might implicate you in a breach of the Computer Misuse Act 1990, has led to your dismissal being treated as summary dismissal for gross misconduct in absentia. A breach of the Computer Misuse Act is a legal matter, for which we are consulting with the relevant authorities.

Your conduct has affected your employment terms of contract thus your final pay will include payment due up to and including your last working day, 11th June 2025, any contractual enhanced payments are void including your right to notice and holiday pay.

Please let me or Director of People and Culture, Karen Morrill know if you have any questions.

Yours sincerely

Tina Millar

People and Culture Advisor."

Discussion & Decision

Evaluation of witnesses

41. There were a number of areas where there was a clear conflict in the evidence between the version provided by the claimant and the version provided by Mr Hutchison and Mr Malone. In overall terms I found the claimant to be a credible witness. I did not find Mr Hutchison or Mr Malone to be credible witnesses. There were a number of areas of inconsistency in their evidence that caused me to doubt the credibility of what I was being told.

42. There was firstly the issue regarding the change in the line manager of the claimant. Mr Malone stated that he had become the line manager of the claimant on 2 June 2025. Mr Malone claimed he told the claimant this on 2 June 2025. Mr Malone also stated that there was an e mail from Mr Hutchison to Ms Miller on 2 June 2025 regarding the change in line management for the claimant. The claimant denied she was ever told this. There was no documentation to support this change. The alleged e mail from Mr Hutchison to Ms Miller was not produced. The claimant continued to treat Mr James as her line manager as evidenced by her e mail regarding the pension issue sent to Mr James on 5 June 2025. The point about being told on 2 June 2025 re the change in line management was not expressly put to the claimant in cross examination. Although in his evidence Mr James said that there was a change in line management for the claimant and he was told about this at the beginning of June 2025 he could not recall exactly who told him – he thought it might have been HR and he could not recall if he discussed it with the claimant. I found his evidence vague at best. I also note that there is no mention in the respondents Grounds of Resistance regarding any change in line management. In the circumstances I found the claimant credible on this point and find that the respondent's evidence was not credible regarding the change in line management.

43. There was a document in the Bundle which purported to be an e mail dated 10 June 2025 from Mr Hutchison to the claimant specifically referencing the change in her place of work to 5 days in the office. The claimant denied receiving this. Mr Hutchison denied he had sent it or ever seen it. In the Grounds of Resistance at paragraph 5 it specifically stated that that e mail had been sent by Mr Hutchison to the claimant. I do not find it credible that the respondent ever sent the e mail of 10 June 2025 to the claimant.

44. I also note that in the Grounds of Resistance (paragraph 19) there is a specific statement that Mr Malone had a discussion with the claimant on 2 June 2025

"whereby he explained the findings and rationale of the temporary controls requiring her to work from the office." However, in giving evidence Mr Malone made no reference to a discussion on 2 June 2025 regarding working full time from the office and in both evidence in chief and under cross examination he stated that it was the meeting on 10 June 2025 where he claimed he told the claimant to attend 5 days a week.

45. Mr Malone and Mr Hutchison claimed that there were performance issues with the claimant. The claimant denied that performance issues were raised with her. Mr Hutchison referred to thousands of pounds of losses incurred by the Company because of the claimant's errors. He specifically referred to a figure of £10,000 in giving evidence. He said that he had seen spreadsheets that highlighted the errors. Mr Malone referred to an investigation into the claimant's performance. No documentary evidence was produced to substantiate any of these alleged losses or investigations. No spreadsheets were produced. Mr Malone suggested the problem was underpayment of holiday pay – which would have saved the Company money (albeit incorrectly). There was no evidence in the way of documents or correspondence to substantiate any investigation into performance. When Mr Malone was asked about any documents to support his position that there was an investigation, he did refer to the transcript of a Teams call that took place on 20 May 2025 involving Mr Malone, the claimant, Mr Ross and the head of HR, Karen Morrill. However, there is nothing in that transcript dealing with errors by the claimant. The transcript deals with the challenges the respondent faced with regard to the transition over to the new IT system, Job Logic. There was no documentary evidence that any performance issue were ever raised with the claimant. Mr James confirmed he had no issues with the performance of the claimant. On the issue of the performance of the claimant I do not find the evidence from Mr Hutchison or Mr Malone credible. I accept the evidence of the claimant.

46. On the issue of who made the decision to dismiss, when specifically asked about this Mr Hutchison said, in examination in chief, that HR had made the decision. He further said that he was unsure whether the claimant had resigned or been dismissed. Under cross examination when asked if he was aware of the decision to dismiss he said he was, afterwards, and that as best as he could recall HR made the decision. He accepted he was copied in to the Dismissal Letter. At no point did he say he discussed the dismissal with Mr Malone. Mr Malone in his evidence under cross examination said that he made a recommendation to HR and Mr Hutchison by phone to dismiss the claimant as she had not turned up for work on 11 June 2025. He claimed he spoke to Mr James on the morning of 11 June 2025 to check if the claimant had been in touch with him. According to Mr Malone, Mr James told him that the claimant had not been in touch. Mr James when asked if he had spoken

with Mr Malone before the dismissal said "not that I recall". There is a very clear lack of clarity and consistency around the decision to dismiss from both Mr Malone and Mr Hutchison. It is not clear, based on the evidence from the respondents, who actually took the decision to dismiss.

Did the Claimant make a Protected Disclosure?

47. Mr Lawson accepted in the course of making his submissions that he was not focussing on the alleged protected disclosure regarding the rest breaks. He accepted that this had not been relevant to the decision making in June 2025 regarding the withdrawal of hybrid working and the termination. I note that when asked why she believed she had been dismissed the claimant referenced the disclosures regarding the pension issue and the WTR but not the disclosure regarding the rest breaks.

48. That leaves the two other disclosures. Firstly, the disclosure regarding the holiday pay issue. Based on the evidence I am satisfied that the claimant did raise with Mr James her concerns regarding errors in the calculation of holiday pay for the engineers. This was raised verbally in the early part of 2025. However, the key disclosure was to Mr Malone at the end of May, beginning of June 2025 (although the claimant in her amended particulars of claim did not reference disclosure on this topic to Mr Malone – the evidence given substantiated that there was such a disclosure). I accept that an issue regarding incorrect holiday pay was raised by an engineer, Tom Wright around this time. Both the claimant and Mr Malone accepted that. The claimant alleges she told Mr Malone around this time that there was a problem with the calculation of holiday pay for the engineers as a group related to incorrect salary information. Mr Malone under cross examination accepted that the claimant did raise this off the back of the Tom Wright complaint. He accepted that the claimant raised the issue of underpayment of holiday pay. Mr Malone accepted it applied to the engineers as a group although at that time he did not know how extensive an issue it was. There was no evidence as to the actual number of engineers whom this impacted but I accept that it was a widespread problem across the engineers as a group and as the respondent employs about 140 people it would be fair to assume that the engineering population is a not insignificant part of that, given the work the respondent does.

49. Was the disclosure regarding the incorrect calculation of holiday pay a disclosure of information? In my opinion it clearly was. It was information relating to the incorrect calculation of holiday pay based on incorrect salary information. In the reasonable belief of the claimant did it show or tend to show a failure to comply with a legal obligation? Clearly it did as it is a statutory requirement to pay the correct amount of holiday pay under the WTR. The claimant considered it to be incorrect under the law to underpay holiday pay.

I consider that it was reasonable for her to believe that there was a failure to comply with a legal obligation. There was no dispute that it was made to the employer in the shape of Mr Malone. The other requirement is that in the reasonable belief of the claimant it was made in the public interest. Mr Williams submitted that it failed the public interest test.

50. In considering the public interest test I raised with both Mr Lawson and Mr Williams the case law concerning public interest. The case in point is *Chesterton Global Limited t/a Chestertons -v- Nurmohamed 2017 EWCA Civ 979*. Having regard to the four factors to consider set out in that case I have had regard to the numbers in the group whose interests the disclosure served; the nature of the interests affected and the extent to which they are affected by the wrongdoing disclosed; the nature of the alleged wrongdoing disclosed and the identity of the alleged wrongdoer. I also take into consideration that the claimant said when asked why she raised this – that she did so because it was not legally correct. Under cross examination the claimant denied that the annual leave issue would not be of interest to the man in the street. In all the circumstances I am satisfied that raising the incorrect calculation of holiday pay for a group of engineers is a public interest issue and it was reasonable for the claimant to consider it as such.

51. On the pension issue it is clear from the evidence that the claimant did raise at the beginning of June, in an e mail, an issue regarding her pension. In the e mail of 5 June 2025 to Mr James she raises with Mr James what she claims is an incorrect employee pension deduction of £135 when it should have been £125. She also raises a failure to properly itemise the employer and employee contributions. She then copies that e mail to Mr Malone on 6 June 2025. Mr Malone and Mr Hutchison both then raise this issue with their payroll provider/accountant who, in an e mail of 9 June 2025, provide an explanation that as salary sacrifice is operated, only employer pension contribution (essentially covering both employer and employee contributions) is shown. It is, however, the amount of the deduction that is the key issue for the claimant. She maintains that her “employee deduction” at £135 is an effective contribution rate of 5.3% with an employer contribution of 2.7%. She claimed her entitlement was to a 3% employer contribution with an employee contribution of 5%. She further asserts that this discrepancy in contribution rates applied not just to her but to the engineers as well. She claims that she raised the issue of this applying to the engineers verbally to Mr Malone at the meeting on 10 June 2025. However, that point was not specifically put to Mr Malone and whilst I am satisfied that the claimant clearly raised an issue regarding her own pension I am not satisfied that she ever raised an issue regarding the pension position of the engineers. Had that been her intention she would have raised it in the e mail of 5 June 2025.

52. With regard to the pension disclosure, I do accept that it was a disclosure to her employer and that it was a disclosure of information. I am satisfied the claimant had a reasonable belief that it showed or tended to show a failure to comply with a legal obligation. However, I am not satisfied that at the time of the disclosure the claimant had reasonable grounds for believing that disclosure was in the public interest. Her disclosure only concerned her own pension position. Having regard to the tests in *Chesterton* I am not satisfied that the public interest test is met.

53. Accordingly, I do not consider that there has been a qualifying disclosure in relation to the pension.

Was the protected disclosure the sole or principal reason for the dismissal?

54. The onus here is on the claimant to establish that the sole or principal reason for the dismissal was the protected disclosure. There is no dispute that the claimant was dismissed on 11 June 2025. Based on the evidence this occurred the day following her meeting with Mr Malone. The respondent did not give a reason in the e mail of 11 June 2025. Subsequently the respondent gave the reason of failing to attend the office and poor performance as set out in the letter/e mail of 16 June 2025. The respondent position is in my opinion not a credible position. I have already highlighted the inconsistencies in the respondent’s evidence regarding the change in line management; the instruction to work from the office 5 days a week and the responsibility for the actual decision to dismiss. There was simply no evidence of a performance issue. I also find it highly implausible that if the instruction to work from the office 5 days a week is given at about 4 p.m. on 11 June 2025 that a failure to attend the following morning would result in an immediate dismissal for that reason by 11 a.m. the following morning. Particularly where I am not satisfied Mr Malone did anything to check on the whereabouts of the claimant that morning and clearly the dismissal notification was drafted after discussions involving HR, Mr Malone and most likely Mr Hutchison – so would in all probability have been actioned quite early on that morning. The failure to provide a reason on 11 June 2025 and the failure of anyone within the respondent to take responsibility for the dismissal also leads me to conclude that the reasons put forward by the respondent for dismissing are not correct.

55. Although I reject the respondent’s position on the reason for dismissal I must still be satisfied, on balance, that the reason or principal reason was the protected disclosure regarding the holiday pay calculations for the engineers. I do consider that given the timing of the disclosure, in early June 2025, combined with the respondent’s failure to establish the grounds for dismissal, and the comments by Mr Malone in the meeting of 10 June 2025, that on balance it is more likely than not that the principal reason for dismissal was the disclosure made by the claimant regarding the incorrect calculation of the

holiday pay. In arriving at this conclusion I also take into account the inconsistencies and contradictions in the evidence put forward by the respondent which are, to my mind, a strong indication that the true reason for dismissal was the disclosure.

56. I accordingly find that the claimants claim for automatic unfair dismissal under section 103A ERA is well founded and succeeds.

Was the claimant subjected to a detriment?

57. On behalf of the claimant Mr Lawson submitted that the detriment that the claimant was subject to was the requirement to come into the office 5 days a week instead of her contractual entitlement of a hybrid working arrangement. Mr Williams submitted that this was not a detriment as there was no loss of pay or benefits. The claimant's evidence was clear that she valued her hybrid working arrangement. She had initially refused the job in January 2025 as she was unhappy at working 5 days a week in the office. The respondent through Mr James had amended the job offer to allow her 3 days working from home. When she was told on 10 June 2025 that she had to work 5 days in the office the claimant was upset. Against that background I accept that removal of the hybrid working arrangement was a detriment. I should add that in terms of the Contract of Employment it is a moot point whether the respondent had the power to change the contract to remove the hybrid working arrangement. Mr Williams relied upon clause 12 of the Contract of Employment. Even if the change was a reasonable one under clause 12 it required one month's notice without objection from the employee before it was deemed to be accepted. Seeking to impose it on 12 hour's notice against the wishes of the claimant was a clear breach of contract by the respondent.

Was the detriment done on the round that the claimant made a protected disclosure?

58. On this issue it is for the respondent to show the ground on which any act was done. The onus lies on the respondent. The respondent's position, articulated by Mr Malone, was that the reason he wanted the claimant in the office 5 days a week was because of the errors she was making. However as set out above I did not find the evidence of Mr Malone to be credible in circumstances where he referenced errors being made by the claimant and an investigation into her performance – but there was no documentary evidence to back that up and Mr James had raised no issues with errors. I do not find that the respondent has given a satisfactory explanation of the reason for the change to 5 days a week in the office. In these circumstances I find that the claimant made a protected disclosure regarding the holiday pay calculations and very shortly thereafter (a matter of days) she is subjected to a detriment. The respondent has not provided a reason for that treatment and accordingly I find that the

claimants claim for detriment under section 47B ERA is well founded and succeeds.

Conclusion

59. For the reasons set out above I find that the claimants claims for both automatic unfair dismissal under section 103A ERA and detriment under section 47B ERA are well founded and succeed.

60. There will require to be a further hearing to determine remedy.

08 July 2026

Date sent to Parties