



EMPLOYMENT TRIBUNALS

Claimant: A B

Respondent: British Airways plc

Heard at: Reading **On:** 30, 31 March, 1 April, and 2 April 2026

Before: Employment Judge Gumbiti-Zimuto
Members: Mrs A E Brown and Mr F Wright

Representation

Claimant: In person

Respondent: Miss H Kendrick, solicitor

Punjabi interpreter: Mrs U Sharma

REASONS

[Reasons for judgment sent to the parties on 13 May 2026 provided at the request of the claimant]

1. The claim was presented on 13 February 2024 following early conciliation that began on 12 December 2023 and concluded on 23 January 2024.
2. The claimant brought the following claims:
 - 2.1 Automatic unfair dismissal contrary to section 104C Employment Rights Act 1996 (ERA 1996).
 - 2.2 Direct disability discrimination by association contrary to section 13 Equality Act 2010.
 - 2.3 Direct sex discrimination contrary to section 13 Equality Act 2010.
 - 2.4 Direct religion or belief discrimination contrary to section 13 Equality Act 2010.
 - 2.5 Harassment related to religion or belief contrary to section 26 Equality Act 2010.The respondent denies the claimant's complaints.
3. The claimant was employed by the respondent airline. The respondent states that he was initially a "hire and hold" employee from 23 August 2022 and began employment as a Ground Operations Agent on 10 January 2023, continuing in that role until his dismissal on 14 September 2023. The claimant

contends that his employment as a Ground Operations Agent commenced on 15 July 2022.

4. The claimant is Sikh and wears a turban in accordance with his faith. He has a child who has autism and associated care needs. The respondent concedes that the claimant's child is a disabled person within the meaning of section 6 Equality Act 2010.
5. The claim concerns events between August 2023 and the claimant's dismissal on 14 September 2023. The claimant maintains that he was dismissed without advance notice, following what he believed would be a wellbeing meeting, and shortly after requesting flexibility in his shift pattern to care for his disabled child. He alleges that his treatment was influenced by sex, religion, and association with disability, and that inappropriate comments were made about his turban and the availability of personal protective equipment (PPE).
6. The respondent's case is that the claimant was dismissed following an unsuccessful probationary period, which started in January 2023 originally for 6 months but was then extended for a further 3 months due to performance concerns, and then employment terminated because of those concerns including leaving work early without authorisation on 30 August 2023. The respondent denies all allegations of discrimination.

The issues

7. The Tribunal had to consider allegations of direct sex discrimination and direct disability discrimination by association, including whether the claimant's requests for flexible working were not properly considered, whether his dismissal meeting was misrepresented as a wellbeing discussion, and whether he was subsequently blocked from systems. If these events occurred, the Tribunal had to decide whether they amounted to less favourable treatment because of sex or because of his association with his disabled child.
8. The Tribunal also had to assess allegations of religion or belief discrimination and harassment, including comments and conduct relating to the claimant's turban, PPE requirements, and remarks about his training. It had to determine whether these events occurred, whether they were less favourable treatment, or alternatively unwanted conduct related to religion.
9. The Tribunal had to determine whether the claimant's dismissal was an automatic unfair dismissal under section 104C ERA 1996, on the basis that he made or proposed to make a flexible working request.
10. Finally, it had to determine whether the claimant's claims were presented within the relevant statutory time limits, and if not, whether time should be extended, including on a just and equitable basis for discrimination claims.

Findings of Fact

8. On 6 June 2022 the claimant commenced employment with British Airways PLC. His contract recorded a start date of 23 August 2022 under a “hire and hold” arrangement, during which he undertook ad hoc duties such as aircraft cleaning. The claimant disputes that he was initially employed under a hire and hold arrangement and says that he commenced as a permanent employee from 6 June 2023. In so far as the issues in this case are concerned nothing turns on determining this difference between the parties.
9. AY was employed as a Performance Development Manager (PDM) and was the claimant’s line manager.
10. In the period between 23 August 2022 – 9 January 2023 the claimant did not work as a Ground Operations Agent. His substantive role had not yet begun.
11. On 10 January 2023 the claimant commenced work as a Ground Operations Agent (Logistics Driver). His six-month probationary period began at this point, linked to the start of cohort training.
12. In the period from March – May 2023 the claimant’s swipe-in and swipe-out records began to be monitored. The respondent records multiple alleged inconsistencies during this period, including early departures, late arrivals, and immediate swipe-ins and swipe-outs. The respondent circulated an email on 16 July 2023 to baggage operations staff reminding them not to leave early or fail to swipe in and out correctly, warning that non-compliance would be investigated.
13. On 25 March 2023 the claimant was absent from work due to his car breaking down. The respondent relies on this as an attendance issue.
14. In the period May – June 2023 the respondent asserts that the claimant’s logistics driving performance was below the required standard.
15. A probation review meeting took place on 28 July 2023. The respondent extended the claimant’s probation by three months due to concerns about attendance, swipe-record irregularities, and performance. The claimant disputed this pointing out that he had been employed longer than the probation period and requested a shorter extension. During the meeting the claimant was informed that his probation had begun at the same time as his Cohort training. AY confirmed the three-month extension, explaining it was intended to give the claimant sufficient time to improve and to access any support required. The claimant asked whether the extension could be limited to one month, but AY advised that this would not provide adequate time for improvement.
16. On 13 August 2023 the claimant emailed requesting a change in shift pattern, citing that his car did not meet low emission zone standards, its reliability and his need to care for his son with special educational needs. The claimant’s line manager advised him to submit a formal flexible working request as the line manager could not authorise a change of shift pattern. The claimant did not submit a formal flexible working application under section 80F ERA 1996

or intimate any intention to do so beyond the contents of the email of the 13 August 2023.

17. On 21 August 2023, AY was informed that the claimant had requested via Ascend (the respondent's internal training portal) access to training on A350 Passenger Doors. This included learning how to open aircraft doors. This surprised and concerned AY as this was not related to the claimant's role which was that of working solely on the ground and not on aircrafts. AY sought advice from his manager, and BA security, who advised AY to discuss to discuss the matter with the claimant to establish the reason for the request for this training. AY then emailed the claimant and asked that they have a discussion about the request for training.
18. Also on 21 August 2023 the claimant sustained a head injury at work.
19. Following the head injury a meeting took place between the claimant and his line manger on 30 August 2023. The claimant says he believed this to be a wellbeing or return-to-work meeting and alleges he was criticised and accused of looking "suspicious". The claimant says that during this meeting he was told that there was no PPE suitable for his head unless he removed his turban and used standard PPE. The claimant states that he was mocked for wearing a turban and informed that B.A. would not provide PPE to accommodate his "headwear."
20. The respondent says that the claimant's account of this meeting is wrong and that during the meeting the claimant requested a 'bump cap' and his line manger explained how he could access one. The claimant's line manager vehemently denies that the claimant's turban was mentioned during the meeting or that he has ever spoken about the claimant's turban.
21. The claimant's line manager raised the claimant's request for A350 Passenger Doors training. The claimant was told it was suspicious that he wished to undertake this training, as it did not relate to his role. The claimant explained that he wanted to progress. The line manager advised him to focus on passing his probation, after which a development pathway could be discussed.
22. In respect of what was said about the bump cap and the alleged comments about the turban there is no overlap between the parties' accounts of the meeting on 30 August 2023 that could be explained by honest but differing recollections. In his witness statement, AY stated that the claimant requested a bump cap. In oral evidence, when it was put to him that he had offered the claimant a bump cap, AY accepted that he had done so. The questioning did not clarify whether this was a genuine contradiction or simply imprecise wording, nor did it establish that AY's account was unreliable. The claimant's evidence did not assist, as he stated he could not recall precisely what AY had said during the meeting. AY consistently denied mentioning the turban or treating the matter as a joke.

23. The Tribunal concludes that it is immaterial whether the claimant requested a bump cap or AY offered one; both agree the subject was discussed. As to whether AY mocked the claimant or made comments about his turban, we prefer AY's evidence. The claimant did not raise any complaint at the time, and no contemporary document refers to the turban. The comments implied by the claimant—who did not specify the words allegedly used—would have been highly offensive if made. On balance, we do not find the evidence sufficient for us to conclude that AY made the alleged comments about the claimant's turban or made any comments that were offensive in nature.
24. The claimant left work early before the scheduled end of his shift on 30 August 2022. Although the claimant subsequently told AY that he left with permission from Paul Jenkins in his evidence before the Tribunal he did not put forward any evidence relating to what was in fact the position when he left work on 30 August 2023. In his witness statement the claimant refers to leaving work "five minutes before clock out", however this is wrong, the claimant left work at 9:15 when his shift was until 10:00. This came to the attention of AY and he scheduled a Probation Review meeting with the claimant. A letter was sent to the claimant inviting him to a meeting on 8 September 2023.
25. The claimant sustained an injury at work and was off work between 3 and 9 September 2023. He returned to work on 10 September 2023. The Probation Review Meeting was rescheduled by AY for a time when the claimant had returned to work. The reason for scheduling the meeting was the fact that the claimant had apparently left early despite being aware that the respondent was sufficiently concerned about people leaving before the shift ended to have sent a reminder to all staff from a senior manager about the need to work the whole shift.
26. The claimant attended a meeting with AY on 10 September 2023. This was the claimant's first day back at work after a period of some days absence.
27. The respondent does have a practice of carrying out return to work meetings after a period of absence. The evidence given by the parties about return to work meetings, in particular the respondent, was unclear as to what the correct procedure is, when they should take place or who should carry them out.
28. The claimant states that he was of the view that the meeting on 10 September with AY was a return to work meeting. There is no documentation that supports the claimant's alleged understanding. The documentary evidence does not refer to a probation review meeting on 10 September. The Tribunal accept that it may have been the case that going into the meeting on 10 September the claimant and AY were at odds in respect of their understanding of the purpose of the meeting.
29. During the meeting the claimant was asked about leaving early on 30 August 2023. It would have been clear to the claimant due to the way that the meeting progressed that it was not a standard return to work meeting. The

claimant was unable to provide an explanation for why he left early on 30 August. AY postponed the meeting to give the claimant the opportunity to consider the position and provide an explanation for why he left early on 30 August.

30. The Probation Review Meeting resumed on 12 September 2023. Whatever the position might have been on 10 September the claimant could not have had any misapprehension as to what the nature and purpose of the meeting on the 12 September 2023 was about. At that meeting the claimant was now able to provide an explanation to AY as to why he left early on 30 August. The explanation that he gave was that he left early with the permission of the manager on shift who was identified as Paul Jenkins. AY once more postponed the Probation Review Meeting to make the relevant enquiries.
31. AY spoke to Paul Jenkins who informed him that he did not give the claimant permission to leave early on 30 August and could not have done so because on 30 August Paul Jenkins himself left work at 8:30 on that day. AY formed the view that the claimant's account that Paul Jenkins had given him permission to leave work early on 30 August 2023 was not correct.
32. The Probation Review Meeting was set up by AY to resume on 14 September 2023. Before the appointed time for the meeting on the 14 September the claimant requested that the meeting be postponed so that he could seek advice and trade union representation. AY decided that the meeting should nevertheless proceed. In fact the claimant was able to secure trade union representation in the form of Shaful Butt (the claimant's chosen union representative).
33. There was a conflict of evidence between the claimant and AY about the claimant's representation at the three meetings. The claimant's position is not clear. At one stage the Tribunal understood his position to be that he had no union representation at the meeting on 10 September and so "Billy" a person the claimant did not know was secured by AY to act as the claimant's representative in this meeting. This was denied the respondent. At this stage it appeared to be the case that the claimant was accepting that Shaful Butt was his representative at meetings on 12 and 14 September 2023. Later the claimant's position seemed to change and he appeared to be putting forward that Shaful Butt was not present at the meeting on 14 September 2023 and that in fact it was the unknown "Billy" who was called in to this meeting. A further layer of confusion arises because the claimant in the course of questioning by the respondent's representative was asked whether he accepted that he was represented by Shaful Butt at the Probation Review Meeting and he replied that he did accept that. To be consistent with the claimant's case that would mean he was represented by Shaful Butt at the meeting on 14 September 2023 as that is the meeting that the claimant accepts was a Probation Review Meeting.
34. The Tribunal is satisfied that the claimant had union representation at each of the meetings. This was the evidence of AY and his account of the meetings was accepted by the Tribunal. We note in any event that after the claimant's

dismissal the letter was written by Shaful Butt seeking a reconsideration of the decision to dismiss the claimant, however there is no complaint set out that the claimant was deprived of union representation at the meeting at which he was dismissed while there was a reference to “due process was not correctly followed”.

35. In the meeting on 14 September 2023 AY made the decision to dismiss the claimant. The reasons for dismissing the claimant were set out in the a letter of 14 September 2023. Part of the letter contains the following passage explaining the decision to dismiss the claimant.

“On the evening of the 30/08/2023, I was advised by the allocation department that you signed out of your device at 21:15 without authorisation from a manager when there were other tasks waiting to be completed. You then swiped out of work and left the building at 21:30 before your shift finish time of 22:00. On our meeting on the 12/09/2023, you advised that your device went flat and that you went to the SAA building where a manager that you named had authorised you to leave. I have discussed with the manager who stated he was not present in the business at 21:15. There are significant inconsistencies between the information you have provided and the facts that I have gathered, this along with other elements of your performance that we have discussed are unacceptable to British Airways and does not meet the standard required during your probationary period.

Therefore, after careful consideration, I have decided that your contract of employment with British Airways should be terminated. This is in accordance with the terms of the probationary clause in your Contract of Employment.”

36. The Tribunal accept that the claimant’s letter was wrongly addressed to number 56, and not number 55. However we are satisfied that the claimant did receive this letter. The respondent decided to terminate the claimant’s employment on the basis that he had failed to meet the required standards during his probationary period.
37. Following dismissal, at the dismissal meeting, the claimant’s access to the respondent’s systems was withdrawn and his pass was removed. The respondent states system access removal was standard procedure. The claimant was still in his probation period and informed that he had no right to appeal the decision to dismiss him.

The Law

38. Section 80F of the Employment Rights Act 1996 (ERA) entitles a qualifying employee to apply to their employer for a change to their terms and conditions of employment where the change relates to the hours they are required to

work or the times at which they are required to work. An application must state that it is made under section 80F and must specify the change sought.

39. Section 104C ERA provides that an employee is unfairly dismissed if the reason, or principal reason, for their dismissal is that they made, or proposed to make, an application under section 80F.
40. An employer must not discriminate against an employee by dismissing him or subjecting him to any other detriment. An employer discriminates against an employee if because of his sex, or his religion or belief, he treats the employee less favourably than he treats or would treat others. (Section 13 Equality Act 2010)
41. Where the employee seeks to compare his treatment with that of another employee there must be no material difference between the circumstances relating to each case. (Section 23 Equality Act 2010 (EA)).
42. The claimant complains of direct discrimination by association under section 13(1) EA which provides that "*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.*" B does not need to have the protected characteristic. It is enough that the treatment is because of disability, even if the disability belongs to someone else.
43. To establish direct disability discrimination by association, the claimant must show that he was treated less favourably than a real or hypothetical comparator. In this case in the refusal of flexible working linked to caring for a disabled child. The treatment must be because of disability, but the disability may belong to the claimant's child. The claimant does not need to be disabled. The disability must be a material influence of the treatment. It does not need to be the sole reason.
44. The comparator does not need to have a disabled relative. The question is simply whether a person without the association would have been treated more favourably. The employer's motive does not matter. If the treatment is because of disability, liability follows even if the employer believed they were acting reasonably.
45. Direct discrimination cannot be justified. If the causal link is established, the claim succeeds
46. A person (A) harasses another (B) if A engages in unwanted conduct related to a relevant protected characteristic, (in this case religion or belief) and the conduct has the purpose or effect of (i) violating B's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment for B. In deciding whether conduct has that effect the perception of B; the other circumstances of the case; and whether it is reasonable for the conduct to have that effect, must all be taken into account. (Section 26 Equality Act 2010)

47. If there are facts from which the employment tribunal could decide, in the absence of any other explanation that the employer contravened the provision concerned the employment tribunal must hold that the contravention occurred. However, this does not apply if the employer shows that it did not contravene the provision. (Section 136 Equality Act 2010)
48. It is for the claimant to prove on the balance of probabilities facts from which the Tribunal could conclude, in the absence of an adequate explanation, that the respondent committed an act of discrimination against the claimant. If the claimant does not prove such facts he will fail.
49. It is important to bear in mind in deciding whether the claimant has proved such facts that it is unusual to find direct evidence of discrimination. The outcome at this stage of the analysis by the Tribunal will usually depend on what inferences it is proper to draw from the primary facts found by the Tribunal, the Tribunal does not yet have to reach a definitive determination that such facts would lead it to the conclusion that there was an act of unlawful discrimination. The Tribunal is looking at the primary facts before it to see what inferences of secondary fact could be drawn from them.
50. In considering what inferences or conclusions can be drawn from the primary facts, the Tribunal must assume that there is no adequate explanation for those facts.
51. If the claimant has proved facts from which conclusions could be drawn that the respondent has treated him less favourably on grounds of a protected characteristic he advances as a reason for the treatment, then the burden of proof moves to the respondent.
52. It is then for the respondent to prove that it did not commit, or is not to be treated as having committed, that act. To discharge that burden, it is necessary for the respondent to prove, on the balance of probabilities, that the treatment was in no sense whatsoever on the grounds of the protected characteristic in question.
53. That requires the Tribunal to assess not merely whether the respondent has proved an explanation for the facts from which such inferences can be drawn, but further that it is adequate to discharge the burden of proof on the balance of probabilities that the protected characteristic was not a ground for the treatment in question. The explanation for the less favourable treatment does not have to be a reasonable one; it may be that respondent treated the claimant unreasonably.

Conclusions

Automatic Unfair Dismissal (Section 104C ERA 1996)

54. The dismissal is automatically unfair if the principal reason for dismissal is that the employee made, or proposed to make, a statutory flexible working

request. This protection arises under section 104C of the Employment Rights Act 1996. There is no qualifying service requirement; even an employee with less than two years' service is protected.

55. The respondent directed the claimant to the correct procedure rather than treating him adversely because of such an enquiry. The Tribunal finds that the reason for dismissal was the respondent's assessment that the claimant had not successfully completed his probationary period.
56. The Tribunal concludes that the claimant neither made, nor proposed to make, a flexible working application within the meaning of section 80F of the Employment Rights Act 1996. The evidence shows that he was directed towards the appropriate process for making such an application, rather than being treated adversely because of his enquiry.
57. The claim of automatic unfair dismissal therefore fails.

Direct Sex Discrimination

58. The claimant stated in paragraph 37 of his witness statement that: *"I was treated less favourably because of my sex. Female colleagues with comparable childcare responsibilities were granted flexible working arrangements, whereas my request, made as a man, was not given due consideration."* The claimant then goes on to say in paragraph 61: *"I believe that if I were female, I may have been treated differently and with greater respect. My experience demonstrates less favourable treatment linked to my sex."* The claimant did not identify an actual comparator. The Tribunal was not provided with evidence to assess the circumstances of any hypothetical comparator. The claimant has made an assertion without any evidence to support the assertion.
59. The claimant did not make a flexible working application beyond raising it in an email that was answered by AY at the meeting on 13 August 2023. The claimant was told that he needed to make a flexible working application and did not do so. There was no evidence produced by the claimant that showed that a female comparator had asked for a shift pattern change and had it considered without the need to make a flexible working application there is no evidence to support such a conclusion. The claimant did not apply for flexible working.
60. What the claimant did was that on 13 August 2023 sent an email requesting a change in shift pattern. The claimant's line manager advised him to submit a formal flexible working request as the line manager could not authorise a change of shift pattern. There is no evidence at all that a woman who had acted as the claimant had done sent an email requesting a change in shift pattern would have been treated any differently.
61. The Tribunal finds that the claimant was not treated less favourably because of his sex. The claim of direct sex discrimination is dismissed.

Direct Associative Disability Discrimination

62. The evidence has established that the claimant's child is autistic.
63. The claimant raised the issue of a change to his shift pattern with his manager. It was not refused. The claimant was informed that he needed to make an application for flexible working, but he did not do so. AY explained to the claimant that he could not grant the requested change to the shift pattern and that a formal application for flexible working was required. The claimant did not make such an application.
64. The reason the claimant's request was not considered was that he did not make a formal application for flexible working. The disability of the claimant's child was not the reason why the request was not considered; it was not considered because the claimant did not make a flexible working application.
65. The Tribunal finds that the claimant's treatment and dismissal were explained by probationary and performance concerns, and not by any association with his child's disability.
66. There was no less favourable treatment because of association with disability is established. There is no evidence that a person who did not have a disabled child would have been treated any differently to the way that the claimant was treated.

Direct Religion or Belief Discrimination, Harassment related to Religion or Belief

67. The claimant's complaints of race discrimination, religion or belief discrimination and harassment related to religion or belief are based on events alleged to have taken place on 30 August 2023. The conclusion of the Tribunal in respect of this occasion was that AY did not mock the claimant or make comments about his turban. The claimant has not been able to establish the core facts on which his claim relies. The complaint has not been made out.
68. The claimant failed to establish less favourable treatment because of religion or belief, or harassment related to religion or belief.
69. This claim is dismissed.

Application for reconsideration

70. The judgment was announced at the hearing on 2 April 2026 and the reasons for the judgment given orally at that time. The claimant's claims were all dismissed. The judgment dismissing the claims did not make any reference to a claim for wrongful dismissal.
71. In an email dated 9 April 2026, the claimant states that page 108 of the respondent's bundle (the Trial Bundle) contains an incorrect version of his

employment contract. He explains that the document included by the respondent suggests he was engaged under a “hold and hire” arrangement, which he says is an incorrect interpretation of his position. He maintains that he was employed on a permanent basis from the outset.

72. The claimant further states that any “breaks referenced in my employment were taken legitimately within the terms of my 37.5-hour contract.” He also asserts that the omission of the accurate version of his contract has “materially impacted the presentation of my case—particularly in relation to their wrongful breach of my employment contract.”
73. In his claim form the claimant makes claims of disability discrimination, religion and belief discrimination, notice pay, holiday pay, arrears of pay, other payments, and wrongful breach of contract.
74. The list of issues p63 does not specify that the claimant is making a claim for wrongful dismissal. The amended response presented by the respondent does not address the question of wrongful dismissal at all.
75. In his witness statement the claimant states that “*I have been wrongfully dismissed*” (§8); “*This termination of my contract was wrongful breach of contract as no notice period was given*” (§19); “*I had already completed a year’s service by them and been ha a note [from] BA congratulating me on this- again I believe this was wrongful breach of my contract.*” (§22); “*As a result of my wrongful dismissal, I suffered significant financial losses*” (§55); and the claimant’s schedule of loss is titled “*Schedule of Loss – Wrongful breach of contract Termination*”.
76. The schedule of issues omits any reference to wrongful dismissal. As the claim form originally referred to this, and the claimant’s witness statement continued to refer to wrongful breach of contract on several occasions, I am satisfied that the claimant intended to bring a claim in respect of wrongful dismissal.
77. The document to which the claimant refers does not, however, affect any claim for wrongful dismissal. It is irrelevant to the issue of wrongful dismissal. The contract that the claimant asserts is incorrect contains a reference in clause 10 to “All breaks within shifts unless otherwise specified,” which does not appear in clause 10 of the version the claimant contends is the correct contract.
78. The inclusion or exclusion of this sentence does not affect the outcome of the wrongful dismissal claim, nor does it impact any other breach of contract claim advanced by the claimant.
79. The claimant states that “the document included by the Respondent suggested that I was engaged under a ‘hold and hire’ arrangement. This is incorrect interpretation by them.” I do not understand this comment in relation to either the document the claimant presents as the correct version of the

contract or the version contained in the trial bundle. There is no reference to “hold and hire” in either version.

80. The summary reasons provided by the Tribunal addressed the issues as set out in the schedule of loss we did not address the question of wrongful dismissal directly.
81. The claim presented by the claimant in the list of issues addressed the following issue in respect of dismissal: *“Was the reason, or principal reason, for the claimant’s dismissal that he had made or proposed to make an application for flexible working under section 80F ERA 1996?”* (§5.1) The Tribunal addressed this issue as set out above.
82. In his closing submissions - submitted in writing- the claimant stated that ; *“I feel my contract has been breached as I have been wrongfully dismissed”* (page1), *“This termination of my contract as wrongful breach of contract as no notice period was given”* (page 2), *“However, he was incorrect as I had already completed a year’s service by then and even had a note from BA congratulating me on this – again I believe this was a wrongful breach of my contract.”* (page 3), *“As a result of my wrongful dismissal, I have suffered significant financial losses”* (page 7).
83. The claimant was dismissed following a probation review meeting. Following the meeting the claimant was informed as follows:
- “Therefore, after careful consideration, I have decided that your contract of employment with British Airways should be terminated. This is in accordance with the terms of the probationary clause in your Contract of Employment. Your notice entitlement during your probationary period is one week for which you will be paid. You will not be required to work your notice therefore your employment will end today. You will be paid any unpaid salary and for any accrued but untaken annual leave.”*
84. To the extent that the claimant claims a wrongful dismissal the claimant seeks an award for notice pay. In the main, the schedule of loss sets out losses arising from unfair dismissal and refers to a basic award and compensatory award. There is reference to *“Notice Pay of one weeks”*. The uncontested evidence from the respondent was that the claimant was paid his notice and any outstanding holiday pay. The claimant did not contest that the respondent paid him one week's notice pay on the termination of his employment.
85. The re-calculation of the claimant’s dates of employment does not affect the period of notice to which he was entitled. The respondent states that the claimant was employed from 23 August 2022 (§4, Amended Grounds of Response), and also states that his employment as a Ground Operations Agent commenced on 10 January 2023 (§3, witness statement of Antonio Yglesias). The difference between these two dates depends on the claimant’s employment status between August 2022 and January 2023—namely, whether he was a “hire and hold” worker and therefore not an employee, or

whether he was a direct employee of the respondent from the outset of his engagement.

86. The claimant's version of events is that his employment commenced on 6 June 2022. This cannot be correct, as he has produced a contract—said to be the correct version of his employment contract—which states that his employment commenced on 15 July 2022.
87. The parties agree that the claimant's contract provided that: "The company must give you 1 week's notice for each complete year of service up to a maximum of 12 weeks' notice". Whichever dates are taken as correct, the claimant was entitled to one weeks notice, and he was paid for that one week. The claimant's claim of wrongful dismissal fails in any event.

Approved by:

Employment Judge Gumbiti-Zimuto

14 July 2026

JUDGMENT SENT TO THE PARTIES ON

15 July 2026

FOR THE TRIBUNAL OFFICE

Notes

All judgments (apart from judgments under Rule 51) and any full written reasons for the judgments are published, in full, online at <https://www.gov.uk/employment-tribunal-decisions> shortly after a copy has been sent to the claimants and respondents.

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

www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/