



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr R Trindade  
**Respondent:** Silverman Opticians Ltd  
**Heard at:** London East Hearing Centre  
**On:** 9, 10, 12, 15, 16, and 17 June 2026  
**Before:** Employment Judge Smyth

## Representationtrindade

**Claimant:** In person  
**Respondent:** Mr Williams, Solicitor

# REASONS

## Introduction

1. These are the Tribunal's written reasons following the hearing of the claims brought by Mr Ricardo Trindade against Silverman Opticians Ltd. The hearing took place at London East Employment Tribunal on 9, 10, 12, 15, 16 and 17 June 2026. The claimant represented himself. The respondent was represented by Mr Williams, solicitor.
2. The Tribunal gave oral reasons at the conclusion of the hearing. Written reasons were requested. These reasons set out the Tribunal's findings and conclusions on the claims determined at the final hearing.
3. The Tribunal considered the final hearing bundle, the written witness evidence, the oral evidence heard during the hearing, and the parties' submissions. I have taken account of all the evidence and submissions, whether or not every matter is referred to expressly in these reasons.

## The claims

4. The claimant brought complaints of direct discrimination because of religion or belief under section 13 Equality Act 2010, victimisation under section 27 Equality Act 2010, harassment related to religion or belief under section 26 Equality Act 2010, unfair dismissal under section 94 Employment Rights Act 1996, and a complaint concerning failure to provide a written statement of

employment particulars and/or written notification of changes to those particulars, giving rise to a complaint under section 38 Employment Act 2002. The claims determined were those identified in the List of Issues, read together with the order of Regional Employment Judge Burgher dated 9 October 2024.

**Preliminary issue: disclosure**

5. A previous case-management order required disclosure of grievances or complaints raised by others during the relevant period. The respondent did not disclose material which the claimant contended fell within that order. The respondent's position was that at least some of the matters relied upon were not formal grievances.
6. At the outset of the hearing I considered whether fairness required an adjournment or further delay. I concluded that it would not be proportionate to delay the hearing further. The just course was to determine the case on the evidence actually before the Tribunal. I have therefore proceeded on that basis. However, I have borne the respondent's non-compliance in mind when assessing the completeness and reliability of its evidence on grievance handling and related matters.

**Preliminary issue: time limits**

7. Mr Williams accepted on behalf of the respondent that, for the purposes of time limits, the allegations relied upon by the claimant formed part of a continuing course of conduct. In those circumstances, it was not necessary to determine any separate time-limit issue in relation to the individual allegations. I therefore determined the substantive complaints on their merits.

**Evidence**

8. The claimant gave evidence. As a result of witness orders being issued, the Tribunal also heard evidence from Mr Vishal Shah and Mr Anthony Webb. Finally, the Tribunal heard evidence from the respondent's witness, Mr Michael de Jong.

**Findings**

Direct discrimination because of religion or belief

*Legal approach*

9. The complaint of direct discrimination requires the Tribunal to decide whether the respondent treated the claimant less favourably than it treated or would have treated others, and whether any such less favourable treatment was because of religion or belief. The claimant's case was that he was treated unfavourably because he was not Jewish.

*Findings on pleaded allegations*

10. I considered each of the factual allegations relied upon by the claimant. Some allegations were not proved in the form pleaded. Others were proved only in a limited factual sense. In relation to a smaller subset, I accepted that the matter may amount to a detriment. However, none of the matters relied upon was shown to be because the claimant was not Jewish or otherwise because of religion or belief.
11. The allegation that one of the claimant's Jewish colleagues, Mr Boruch Levin, was given access to the claimant's payslips in 2018 was not proved. The claimant relied on an argument in January 2019 in which Mr Levin allegedly said that the claimant was earning too much. Mr de Jong accepted that there were occasions when payslips were passed to staff members for distribution, but his evidence was that they were provided in sealed envelopes. I accepted that evidence. In that context, I found it more likely that Mr Levin's remark was a general comment about what he perceived the claimant's worth to be, rather than evidence that he had in fact been given access to the claimant's payslip.
12. I accepted that the claimant's correspondence of 24 January 2019 amounted to a grievance. It concerned serious allegations of bullying and included a request for a formal meeting accompanied by a colleague. I did not accept that the correspondence of 28 May 2019 amounted to a grievance. That correspondence concerned machine settings said to affect the quality of jobs; it did not refer to workplace sabotage as later described in the claimant's witness statement, nor did it request further action by the employer.
13. In relation to promotion, I accepted that in a limited factual sense the claimant was passed over in 2020 when Mr Levin was promoted, in July 2022 when Mr Schwartz was promoted, and again on 1 March 2023 when Mr Schwartz was reappointed, but this acceptance did not prove the reason for the non-promotion.
14. I accepted that on 31 December 2020 the claimant complained to the respondent about the conduct of colleagues on the shop floor, including alleged breaches of instructions, COVID rules and safety requirements, and that the complaint was later forwarded to the colleagues concerned. I was not satisfied, however, that the contemporaneous complaint itself amounted to a report of "serious gross misconduct". That language appeared in the claimant's later witness statement rather than in the original email. I therefore did not find this allegation proved in the form it is pleaded.
15. I accepted that a staff meeting was held on 24 June 2021 without the claimant having been invited. However, the claimant accepted in cross-examination that he was not told to wait outside. The allegation was therefore not proved in the form pleaded.
16. I accepted that on 17 September 2021 the respondent texted the claimant to ask why he was not going to be in work on the coming Sunday.

17. I was unable to identify correspondence dated 17 January 2021 showing that the claimant reported a colleague for misconduct in relation to the disposal of lenses. I therefore did not find that allegation proved in the form pleaded.
18. In his witness statement Mr de Jong accepts “there was a period” that Mr Pollack sent out payslips monthly by email to employees. In his witness statement the claimant refers to “a few occasions since 2019” when payslips were handed out by Mr Pollack. However, there is no evidence before me to show that the claimant’s payslips were shared with Mr Pollack in April 2022. The evidence goes no further than showing a more general practice that Mr Pollack handled or distributed payslips on some occasions. I did not find the allegation proved in the form pleaded.
19. I accepted that three of the claimant’s payslips were shared with Mr Waller, relying on the email from Mr Waller to the claimant dated 6 November 2022.
20. I considered the 20 September 2022 email correspondence. I found that the allegation was overstated. The evidence supported that concerns were raised on the claimant’s return about work not being done and broken lenses, but not that he was told he did not work hard enough, nor that he was unfairly accused of breaking lenses in the precise form pleaded.
21. There was no dispute that the claimant’s work records were updated to show that he had been off work when he had in fact been at work.
22. I had regard to the text message communication between the claimant and Mr Waller. I accepted that the claimant was not paid his September salary on time. However, I found the allegation to be overstated as the evidence does not support the claimant’s allegation that “everyone else” had received their September salary on time. Daniel Waller, for example, did not receive his pay in a timely manner and had to approach Mr de Jong directly. I did not find the allegation proved in the form pleaded.
23. I accepted in substance that on two occasions in November 2022 the claimant was refused unpaid parental leave over Christmas 2022.
24. I had regard to email correspondence involving the payroll department and accepted that in January 2023 and June 2023 the claimant was paid SSP for sick leave instead of his normal salary.
25. I accepted that the claimant was given three days’ notice of the investigatory meeting scheduled for 20 January 2023. However, I did not accept that the information provided to him about the complaints was insufficient. The claimant was questioned about conduct allegations including failure to follow management instructions, alleged anti-Semitic comments or unacceptable questions asked of other employees, and failure to carry out duties on time.
26. I did not accept that the claimant was given only 12 hours to respond to 40 questions arising from the investigatory meeting on 20 January 2023. The initial email of 26 January 2023 gave a short deadline to respond to 37

questions, but a second email the same day revised the deadline to 31 January 2023.

27. I accepted that on 2 February 2023 the claimant's payslip was handed to his colleague, Nachman Schwartz, who kept it in his drawer, and that Mr Schwartz was asked to hand it to the claimant.
28. I did not accept that the claimant's complaints on 21 February 2023 and 29 March 2023 were not taken seriously in the pleaded sense. The respondent responded to those matters, and the allegation that the complaints were "not taken seriously" was evaluative rather than established by the evidence.
29. I accepted that in March 2023 the claimant was investigated for allegedly tampering with CCTV equipment.
30. There was no factual dispute that the claimant was dismissed on 30 June 2023. I did not accept that he was told he could not appeal. The dismissal letter expressly informed him of his right of appeal, and he exercised that right.

*Conclusion on direct discrimination*

31. I considered each of the factual allegations relied upon by the claimant. A number of those allegations were not proved in the form pleaded. There are then a number of other allegations where I did accept that the underlying factual event occurred, at least in substance, even if not always precisely as pleaded. Those included, for example, instances where the claimant was not promoted and another employee was, where payslips were handled by colleagues, where part of the claimant's parental leave request was refused, where short notice was given of an investigatory meeting, where the claimant was investigated in relation to CCTV equipment, where he was paid SSP rather than normal pay, and, finally, his dismissal on 30 June 2023.
32. I accepted that some of the proved factual matters were capable of amounting to detriments. However, I did not accept that all proved matters were detriments. For example, being texted about Sunday working, having work records updated in error but then rectified, and being given three days' notice of an investigatory meeting were not, in my judgment, detriments.
33. In any event, even where a detriment was established, I was not satisfied that religion or belief was the reason for the treatment. The claimant had not proved facts from which I could properly conclude, in the absence of an adequate explanation, that the treatment was because he was not Jewish. In reaching that conclusion I considered the allegations individually and cumulatively. The evidence did not support the claimant's case that religion or belief was the reason for the treatment. For example, Jewish members of staff were also not promoted and had payslips handled by other staff. I did not accept that the claimant was punitively refused unpaid parental leave; that was inconsistent with the accepted fact that the respondent had offered to pay for the claimant's parents to travel to the UK for childcare.

Nor was I satisfied that the claimant was paid SSP instead of normal salary, or investigated for allegedly tampering with CCTV, for reasons relating to religion or belief. That conclusion was not borne out by the evidence either in relation to the specific incidents or when the evidence was considered in the round.

34. The complaint of direct discrimination because of religion or belief is therefore dismissed.

Harassment related to religion or belief

35. Under section 26 Equality Act 2010, the Tribunal had to decide whether the respondent engaged in unwanted conduct related to religion or belief, and whether that conduct had the purpose or effect of violating the claimant's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for him. In deciding whether conduct had that effect, I considered the claimant's perception, the other circumstances of the case, and whether it was reasonable for the conduct to have that effect.
36. Save for one additional allegation, the harassment allegations mirrored the factual matters relied upon for direct discrimination. I therefore adopted the same primary findings of fact for this part of the claim. However, I reminded myself that the statutory test for harassment is different from the test for direct discrimination. The question is whether the respondent had engaged in unwanted conduct related to religion or belief which had the required purpose or effect.
37. To the extent that the underlying factual allegations were not proved, the harassment complaint based on them necessarily failed. To the extent that the facts were proved, I accepted that some matters may have been unwanted by the claimant. However, I was not satisfied that the conduct was related to religion or belief. The evidence did not show that the matters relied upon were connected with the claimant's religion or belief, or with the fact that he was not Jewish. Rather, the proved matters arose out of workplace management, pay administration, disciplinary issues, parental leave, sickness pay, promotion, or the deterioration in the working relationship.
38. I also considered whether, even if the conduct was unwanted, it had the purpose or effect of violating the claimant's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for him. I was not satisfied that any proved conduct had that purpose. Nor, taking into account the claimant's perception, the other circumstances of the case, and whether it was reasonable for the conduct to have that effect, was I satisfied that the proved conduct had that effect for the purposes of section 26 Equality Act 2010.
39. The additional allegation concerned the installation of CCTV cameras on 29 December 2022. The claimant alleged that the respondent installed voice-recording CCTV cameras in his workplace exclusively to monitor him and gain access to his personal information. I did not accept that allegation. I accepted that the cameras were installed as an important safety feature of

the practice. I rejected the allegation that they were installed exclusively to monitor the claimant or gain access to his personal information. I was not satisfied that the installation of the cameras was related to religion or belief, or that it had the purpose or effect required by section 26 Equality Act 2010.

40. The complaint of harassment is therefore dismissed.

Victimisation

41. Under section 27 Equality Act 2010, the Tribunal had to decide whether the claimant had done a protected act, and whether the respondent subjected him to a detriment because he had done that protected act, or because the respondent believed that he had done or might do such an act.
42. I was satisfied that the grievance raised by the claimant on 27 October 2022 was a protected act for the purposes of section 27 Equality Act 2010.
43. A number of the claimant's victimisation allegations had already been rejected factually. The allegations that remained included the refusal of unpaid parental leave, SSP payments in January and June 2023, three days' notice of the January 2023 investigatory meeting, the payslip being held by Mr Schwartz on 2 February 2023, the March 2023 CCTV investigation, the March 2023 promotion outcome, and the dismissal on 30 June 2023.
44. I accepted that some of the claimant's allegations, including those which concerned parental leave, SSP payments, promotion, and dismissal, were capable of amounting to detriments. However, I was not satisfied that any of those particular matters occurred because the claimant had done the protected act, or because the respondent believed he had done or might do such an act. In reaching that conclusion, I took into account the fact that there was already considerable tension and conflict between the claimant and the respondent before the grievance of 27 October 2022. Against that background, I was not persuaded that the later acts relied upon were materially caused by, or motivated by, the protected act itself. The necessary causal link was not made out.
45. The position was different in relation to the allegation that the respondent failed to pay bonuses or salary boosts to the claimant. I did not accept that the claimant had proved any entitlement to salary boosts, or that there had been a failure to pay salary boosts as such. Mr Webb confirmed in oral evidence that he did not receive salary boosts either.
46. However, in relation to bonus payments, Mr de Jong accepted in cross-examination that he withdrew the claimant's bonus because the claimant had lodged a grievance and was no longer considered deserving of it. I was satisfied that the withdrawal or non-payment of bonus amounted to a detriment and that it was because the claimant had done the protected act.
47. The victimisation complaint therefore succeeds to that extent only.

Unfair dismissal

48. It was for the respondent to establish the reason or principal reason for the dismissal. Having found that the reason was conduct, I considered whether the respondent genuinely believed that the claimant had committed the misconduct alleged, whether it had reasonable grounds for that belief following such investigation as was reasonable in the circumstances, and whether it acted reasonably in treating that conduct as a sufficient reason for dismissal. I applied the range of reasonable responses both to the procedure followed and to the decision to dismiss. I did not substitute my own view of the claimant's conduct or of the appropriate sanction for that of the respondent.
49. The respondent had arranged for an external HR provider, Peninsula, to deal with the disciplinary process. The respondent then relied on the findings and conclusions reached through that disciplinary process and accepted the recommendation that the claimant should be dismissed.
50. The conduct allegations upheld by Peninsula, and therefore relied upon by the respondent, included failures to complete regular stock-takes on lenses, to pick up jobs from the shop floor to be processed, to complete a P&A job within an hour, to complete two glazing jobs on site, and to complete two jobs for customers.
51. I did not consider that every allegation relied upon carried equal weight. In particular, the claimant disputed that completing regular stock-takes formed part of his job description. However, the claimant accepted that picking up jobs from the shop floor to be processed was part of his job role. The claimant's job description stated that jobs should be picked up from the shop floor three times per day. The claimant's explanation was that the trays were not transparent and that, if they were stacked high, it was difficult to identify the jobs. I was satisfied that the respondent was reasonably entitled to reject that explanation. The requirement was not merely to identify jobs when they were obvious, but to collect jobs from the shop floor three times per day. The respondent was entitled to conclude that the claimant had failed to comply with that requirement.
52. In relation to the claimant's failure to complete a P&A job within an hour, the claimant accepted that in the past he had been able to complete such jobs within 10 minutes. I was satisfied that the respondent was reasonably entitled to conclude that the job could have been completed within an hour, taking into account the claimant's own evidence about his past ability to complete such work quickly.
53. In relation to the glazing jobs, the claimant stated that he did not consider it worth the risk to attempt to complete the jobs on site and so sent them to be glazed elsewhere. I was satisfied that glazing formed part of the claimant's job description. I was also satisfied that the respondent was reasonably entitled to reject the claimant's explanation, particularly as the respondent had made clear that he would not be held accountable for lens



breakages. The respondent was entitled to conclude that the claimant had chosen not to carry out work which fell within his role.

54. In relation to the two occasions on which the claimant failed to complete a job for a customer, the claimant stated that on the first occasion he did not have the correct tools and intended for the job to be sent elsewhere. In relation to the second occasion, the claimant stated that the lenses were too thin, were likely to break, and were therefore unsafe. I was satisfied that, on both occasions, the respondent was reasonably entitled to conclude that the claimant had failed to carry out work falling within his role. On both occasions, a colleague completed the job instead. The respondent was entitled to take the view that the claimant's explanations did not justify his failure to complete the work himself.
55. I placed limited weight on the stock-take allegation because the claimant disputed that regular stock-takes formed part of his job description. However, the remaining findings concerned repeated failures to carry out core aspects of his role. Those findings, taken cumulatively, provided reasonable grounds for the respondent's belief in misconduct. The respondent was also entitled to take account of the claimant's live final written warning when deciding upon the appropriate sanction.
56. I considered the outcome of the appeal. The appeal report upheld the claimant's appeal in part and recommended reinstatement. That was a significant matter weighing in the claimant's favour. However, the appeal did not overturn all of the findings of misconduct. In particular, findings remained that the claimant had failed to collect work from the shop floor as required and had failed to complete work for a customer, allowing his dispute with a colleague to affect the completion of that work.
57. There were flaws in the procedure, including that the claimant had not initially been provided with details of some of the evidence. However, the claimant was able to address the substance of the allegations during the disciplinary and appeal processes. He accepted the material fact that he had not collected jobs from the shop floor three times per day as required by his job description. Considering the disciplinary and appeal processes as a whole, I was not satisfied that the procedural shortcomings took the respondent's process outside the range of reasonable responses.
58. I considered the allegations which remained upheld following the appeal, the claimant's explanations, the repeated nature of the conduct, and the fact that he was already subject to a live final written warning. I was satisfied that the respondent genuinely believed that the claimant had committed misconduct and that there were reasonable grounds for that belief. Considering the disciplinary and appeal processes as a whole, I was satisfied that the investigation and procedure fell within the range of reasonable responses. I was also satisfied that dismissal fell within the range of reasonable responses open to a reasonable employer. The complaint of unfair dismissal is therefore dismissed.

Section 38 Employment Act 2002

59. I finally considered the claimant's complaint under section 38 Employment Act 2002. The issue was whether, when these proceedings were begun, the respondent was in breach of its obligations to provide the claimant with a written statement of employment particulars, or with written notification of changes to those particulars.
60. On the evidence before me, I was not satisfied that the respondent had produced a copy of any compliant written statement of employment particulars. Nor was I satisfied that the respondent had produced written notification of any relevant changes to those particulars. I therefore found that, when these proceedings were begun, the respondent was in breach of the relevant statutory obligations.
61. The claimant succeeded on at least one substantive complaint, namely his victimisation complaint concerning the withdrawal or non-payment of bonus. The jurisdictional gateway for an award under section 38 was therefore satisfied.
62. I then considered the amount of the section 38 award. I was not satisfied that there were exceptional circumstances which would make it unjust or inequitable to make an award. I was satisfied that there had been non-compliance. However, I did not consider that the evidence justified the maximum award. In the circumstances, the appropriate award was the statutory minimum of two weeks' pay.

Conclusion

63. For the reasons identified above:
- 63.1 the complaint of direct discrimination because of religion or belief is dismissed;
- 63.2 the complaint of harassment related to religion or belief is dismissed;
- 63.3 the complaint of victimisation succeeds only in relation to the withdrawal or non-payment of bonus following the claimant's protected act, and is otherwise dismissed;
- 63.4 the complaint of unfair dismissal is dismissed; and
- 63.5 the complaint under section 38 Employment Act 2002 succeeds, with the appropriate award being two weeks' pay.

Post-judgment settlement

64. Following indication of the Tribunal's liability conclusions, including the conclusion that the claimant was entitled to an award of two weeks' pay under section 38 Employment Act 2002, the parties agreed that the

respondent would pay the claimant £5,000 gross in full and final settlement of all claims in these proceedings. I confirmed with the claimant that he understood that the agreement was in full and final settlement of all claims in these proceedings, and he confirmed that he did.

**Approved by:**  
**Employment Judge Smyth**  
**Dated: 21 July 2026**