



EMPLOYMENT TRIBUNALS

Claimant: Ms T Dada

Respondent: Medway Council

Heard at: Ashford Employment Tribunal **On:** 5-7 May 2026

Before: Employment Judge Anna Corrigan

REPRESENTATION:

Claimant: In person

Respondent: Ms P Sikri, Counsel

JUDGMENT

1. The claim under the Fixed-term Workers Regulations is not well-founded and is dismissed.
2. The complaint of pregnancy/maternity discrimination is not well-founded and is dismissed.
3. These claims are dismissed.

RESERVED JUDGMENT

4. The complaint of automatic unfair dismissal (based on breach of regulation 10 Maternity and Parental Leave Regulations 1999) is not well-founded. The claimant was not unfairly dismissed. That claim is also dismissed.

REASONS

5. The claim was submitted on 18 September 2024. By the date of the hearing the claims that remained were those set out in the issues below. I confirmed with the parties that breach of regulation 10 of the Maternity and Parental Leave etc regulations is effectively a claim for automatic unfair dismissal. Issues were set out in the Case Management Order dated 16 October 2025, and then amended after discussion with the parties during the hearing.
6. The issues in respect of liability are as set out below:

Breach of Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002

- 1.1 Was the claimant treated less favourably, on the ground that she was a fixed term employee, in relation to securing an alternative position than a comparable permanent employee?

Pregnancy and Maternity Discrimination (Equality Act 2010 section 18)

- 2.1 Did the respondent treat the claimant unfavourably by doing the following things:

2.1.1 Her manager picking on her work. Examples include

2.1.1.1 She would randomly call me out during meetings and there were times

2.1.1.2 she would overly question me in front of the team to make me look unprepared.

2.1.1.3 She would criticize my work at any given opportunity

2.1.1.4 I presented a work task to the Project manager and she was happy with it but when we had a three-way meeting with my manager, my manager stripped it down and made it look like I did the wrong thing

2.1.1.5 I was accused of missing a deadline when I went for a morning appointment at the hospital which I mentioned during the meeting the day before and it was also in my calendar and the Team's calendar.

2.1.1.6 I created a Job Family report in which I put my name as the author, when I returned from a two-week pregnancy-related absence, my manager and the project manager took my name off and put their names on the report as the Author without making any changes to the report.

2.1.1.7 At my second probation review meeting she informed me that my probation would need to be extended to properly assess my performance

2.1.1.8 She sent me details of a job which was two ranges below my current range and asked if I would like to take up the role. She confirmed that this was not a redeployment role and was only informing me out of courtesy

2.1.1.9 I sent an email on 22nd May 2024 informing her that I would like to return to work early (8th July) and that was when she replied that my contract would end on 9th July on the grounds of redundancy.

2.2 Was the unfavourable treatment because of the pregnancy?

3. Breach of the Protection from Maternity and Parental Leave etc Regulations

3.1 Was it practicable to continue to employ the claimant or had a redundancy situation arisen?

3.2 If it was not practicable, was there a suitable vacancy available where the work to be done is of a kind which is both suitable in relation to the employee and appropriate for her to do in the circumstances

3.3 Was this vacancy (or vacancies) offered to the claimant

3.4 If suitable vacancies were offered did the claimant unreasonably turn them down

Hearing

7. I heard evidence from the claimant on her own behalf. I heard evidence on behalf of the respondent from Mrs Nicola Trainor (Head of Employee Relations) and Mr Barry Lewis (Counter Fraud Officer). I read a statement by Mr J Howsam (HR Consultant) also prepared on behalf of the respondent. He did not attend to give evidence and so I gave it the appropriate weight where evidence has not been tested.

8. There was an agreed bundle and I heard oral submissions from both sides. I also had written submissions. As I was making my decision I decided to consult the parties in respect of a particular issue in respect of the interpretation of regulation 10. In particular I wanted their views on whether if there is a role the employee can suitably do, even if normally paid less, the regulation creates any obligation to offer the role at higher pay i.e. was the respondent acting lawfully in offering the range 5 role without pay protection. Whilst the claimant did not expressly raise this, it appeared implicit in her case that it was wrong to offer that role without pay protection. There was insufficient time to address this in the hearing and so I gave oral judgment with reasons for the claims I had been able to determine and reserved my decision on that claim. It was agreed the parties would address that issue in writing.
9. I heard from the respondent by 15 May 2026 but sent direct to me and not the Portal. I had not heard from the claimant. Prior to taking time off over the summer break I therefore instructed the respondent to send their submission again through the Portal and gave the claimant a further 28 days to reply.
10. The claimant sent her reply on 9 August 2026. I returned to work on 7 September 2026 and was able to consider both parties' additional submissions and complete the decision on 21 September 2026.
11. Based on the evidence I heard and the documents before me I found the following facts.

Facts

12. The Claimant commenced work for the respondent on 10 July 2023 as an HR Business Partner (Range 7) on a fixed term contract for 12 months.
13. She was employed to do two specific pieces of work that were preparatory work in respect of a large job evaluation project (Job Families report and Job Evaluation Appeals Process). A project team had been created specifically for the Medpay review. Another permanent role had been appointed. The other permanent HR Business Partners were also part of this team alongside their substantive roles (with priority on the review). It was not anticipated that the claimant's post would be needed beyond the preparatory phase as the implementation phase was to be carried out by permanent staff.
14. The claimant has 20 years of HR experience and came from a permanent post at Greenwich. After leaving that job but before starting with the respondent she found out she was pregnant. She would not have made the move if she had known this prior to leaving. She does accept that she knew it was a fixed term contract but she hoped that it would be extended.
15. She did not initially tell the respondent about the pregnancy and she was not required to do so. She was experiencing severe fatigue, nausea and anxiety but "managed to pull through".

16. I accept this was a difficult situation to be in, having left a full time post for a fixed term post in the early stages of pregnancy with the symptoms she was experiencing. I accept that the claimant wanted the post to be extended but I also accept the respondent's case that the work was not anticipated to continue. The respondent's internal documentation consistently reflects Ms Trainor's understanding that the contract was to end on 9 July 2024.
17. She received positive feedback at her 3 month review on 2 October. This was based on the induction and work she had done to commence the projects but she was not yet expected and had not yet produced "output" such as the report. On the same day (after the review) she told Ms Trainor she was pregnant.
18. The claimant says Ms Trainor looked surprised when she told her. Ms Trainor does not dispute that there may have been a change of expression. I accept her evidence that if anything her thoughts were that the claimant's absence record now made sense.
19. I did probe with her whether she had any adverse response because the claimant was pregnant and would need to take maternity leave well before the end of the fixed term given the preparatory work needed to be done within the planned timescales. She said, and I accept, that she did not have such a reaction. She said that she is proud of the fact that the respondent employs 75% women and therefore regularly deal with maternity issues and have family friendly policies as a result. She herself is a mother and is very sympathetic to the difficulties that can arise. She has benefitted from a supportive employer herself and her attitude is to want to pay that back when dealing with such issues.
20. The next review was on 4 December 2023 having been re-scheduled. By that time the claimant had had a 2- week period of annual leave and some pregnancy related sick leave and had not been able to make the anticipated progress. Some concerns were raised with the claimant but overall Ms Trainor felt it would not be fair to draw conclusions on the probation due to the absence. She did say she might need to extend probation.
21. Ms Trainor sought the advice of Mr Howsam (HR consultant in the Employee Relations team) explaining the complexity of situation and seeking advice on her probation forms. He expressed his initial view as follows (p76) "an extended probation is required that will probably continue and be resurrected post her maternity leave...wouldn't be surprised if a flexible working request is submitted post Mat Leave too. Agree it's quite complex as the work is continuing so we can't just end the FTC and there may even be redundancy payable (at some point when Medpay finishes) given the continuous service and when/if she returns from mat leave..." They were due to discuss further.
22. Mr Howsam was not part of Ms Trainor's team and did not know the detail of the work. She does not know why he made this statement about the work being likely to continue. Ms Trainor's evidence, which I accept, was that her view that the role was unlikely to continue beyond the end of the fixed term remained unchanged. As they had further discussions it is clear that Mr Howsam

accepted in time that the role was unlikely to continue. He recorded the concern about the claimant's performance being "it seems there is little to no output which is a concern".

23. The claimant informed the respondent that her plan was to take annual leave from 12 February 2024 and then maternity leave until end of July 2024. She made no reference to the fixed term end. Ms Trainor flagged this immediately with payroll (p 80) – saying the fixed term was due to end while the claimant was on maternity leave. She said they would look for alternative roles but that her contract may end and asked what impact that would have on her maternity pay. As it was to have an impact on occupational half pay she and payroll had a discussion about the half pay as reflected in Ms Trainor's email at p83. Ms Trainor's understanding of the claimant's protected status is clear from her explanation in support of making the payment (that they were obliged to look for suitable alternative roles and she may also be entitled to a redundancy payment). This was said in response to payroll suggesting they withhold the payment initially. The claimant was consulted and expressed a preference that it be paid.
24. By the time of the 6 month probation review on 9 January 2024 the claimant had completed the reports (Ms Trainor having had to chase drafts) but Ms Trainor was not happy with them (see p191) and provided feedback. She was also disappointed that the claimant had not highlighted that she would not be returning from annual leave before the revised deadline (she herself had to work on the report over Christmas). She also said that the claimant had minimal engagement in team meetings and was unprepared to present her work at them. She said she felt she needed to rescue her and it was impacting on the claimant's credibility with peers. She acknowledged pregnancy related sickness and working from home may have had an impact.
25. The claimant reacted positively at the time. The probation was extended and it was envisaged 4 weeks would be before maternity leave and the remainder after (beyond the end of the fixed term). In the review it records the claimant's intention to return on 1 August 2024 and that the development plan would need to be picked up then – there was no mention of the fixed term end date remaining in place. The new anticipated end date for the probation period was September 2024 – well after the fixed term end date.
26. The probation extension was referred to in the email to the claimant on 10 January 2024 on page 84. This also referred to picking up the performance improvement plan when she returned to work with no mention of the fixed term end date.
27. The probation extension letter dated 15 January 2024 was sent by email (p 90). This was consistent with the email and the probation meeting giving the end of the probation extension as 30 September 2024.
28. The Claimant was absent due to sickness from the next day for 2 weeks and ultimately went on maternity leave earlier than anticipated. The start of her maternity leave was confirmed in the letter dated 31 January 2024. That letter

said the latest she could return to work was 1 February 2025 but recorded her intention as being to return on 31 July 2024. Again there was no reference to the fixed term ending.

29. On 8 February 2024 Ms Trainor noted to Mr Howsam that she had sent the probation letter by email but was considering she should re-send by post. The extended review period had not in fact started before the claimant's maternity leave. Ms Trainor said she had spoken to the claimant when she was clearly unwell. Her note to Mr Howsam stated that she needed to discuss how she would contact the claimant to talk about suitable alternative employment. In his reply Mr Howsam at this point was saying he anticipated they would end up paying redundancy.
30. Mr Howsam noted to himself on 15 February 2024 that the claimant went on maternity leave early due to sickness and did not receive the probation letter. They agreed to re-send the probation letter and send a further letter. It is clear it was still in their mind that the fixed term was due to end on 9 July.
31. On 20 March 2024 two letters were then sent in the same envelope according to Ms Trainor (pp97 and 98). One was a repeat of the probation extension which talked about the probation period extension now commencing when she returned and now ending 31 October 2024. The other letter discussed contact regarding job opportunities due to the fixed term ending on 9 July (although there was an error and the letter said 7 July). The claimant said she did not get this letter. I accept that both letters were sent, but also that the second letter may not have registered with the claimant.
32. Ms Trainor and the claimant had a keeping in touch meeting on 18 April 2024. I accept that in that meeting they discussed alternative employment as a result of the fixed term being due to end.
33. On 30 April 2024 Ms Trainor emailed the claimant to share the details of a range 5 role that was available, and to say she had been added to the redeployment register and that the fixed term was due to end at the beginning of July 2024. She then confirmed the range 5 was a 2 year post. The claimant initially accepted it but then rejected it when it was confirmed there was no salary protection.
34. On 15 May 2024 Ms Trainor wrote to the claimant to say that the claimant had said she was on maternity leave until 31 July but her fixed term ends on 9 July and so the new post would commence the next day. The 3 month extension would still apply. She could still show interest in any other posts that become available.
35. On 20 May 2024 the claimant said she would continue in her role as HR Business Partner due to the pay for the alternative role. She asked how long her contract would be extended if she passed her probation. This email does suggest that the claimant was not clear that her fixed term contract would still end on 9 July unless there was alternative work.

36. On 21 May 2024 the claimant signed an authority with a direct access barrister. Ms Trainor replied on 21 May 2024 at around 5pm confirming the contract was due to end on 9 July and that the claimant was on the redeployment register (p103). She also asked for advice from Mr Howsam about how to manage the end date if nothing suitable was to arise.

37. Mr Howsam replied on 22 May as follows:

“Shame the R5 job didn’t come off but can understand why she’s rejected it given there’s no salary protection.

Suppose the key question is will the work she was engaged to do on the FTC have ended by 9th July? If it hasn’t then an extension to [that role] could solve the problem (for the time being). But, I suspect, the work will have ended by then and, therefore, we will have to issue formal notice of redundancy (due to her continuous service) and see if something turns up via the redeployment process. I think if you can demonstrate that the FTC has finished and there isn’t any need to extend the contract, then the potential dismissal is not related to her pregnancy and maternity leave.....

One thing we may need to consider is that, I believe, we have R5s acting-up to a R7 post [he gave the relevant names] and is that something we should be offering [the claimant] (even if only short-term)? Appreciate we won’t know how long the cover will be required for, but it doesn’t look good if we terminate a R7 when there is a (temporary) R7 vacancy. We’ve also got a couple of vacancies on the ER team (someone to back-fill [named individual] whilst he’s acting up at R6 and a R5 schools consultant – although nothing has gone out yet).

Really hope we can find something for her but you’ll need to get the attached template letter (re formal notice of redundancy and end of the FTC) out to her pretty quickly as it’s only about 6 weeks until 9th July...”(p106)

38. The claimant then said she wanted to return to work earlier on 1 July (taking 5 days annual leave) and then actually returning 8 July 2024. There is a note very soon after she sent that message from Mr Howsam recording that notification had been received and that Ms Trainor will approve. He went on to record “[the claimant’s] role has largely finished so advised [Ms Trainor] to issue potential redundancy notice asap and explore redeployment. Good chance that [R7 post-holder referred to above] will RTW next week [w/c 27/05/24] but will move to a temporary role as an adjustment for 3m. [The Claimant] can be offered it as an alternative but probationary period to remain in place throughout....redeployment remains the best option. But R6 and R7 posts remain scarce. If we can only offer redundancy, then she may reconsider a lower role without salary protection – could give her the chance to prove her worth.”

39. Ms Trainor gave evidence that the claimant’s tasks had been absorbed by herself, the project manager and a range 5 acting up - and that the terms of reference and policy around job evaluation and appeals was essentially completed by June 2024 and that the job families project had received pushback from the organisation and a different approach had been implemented to which Corporate Management had agreed.

40. On 24 May 2024 the claimant was sent the formal notice her fixed term was ending (p118). The reasons stated there do not fully reflect what Ms Trainor is saying now but it does state there was a diminishing need in relation to the job family workstream. The letter referred to the end date in the employment contract and usually that would avoid the need for further notice when the pre-agreed end date is approaching but went on to state "However, for the avoidance of any doubt I can confirm that your last day at work will be 09 July 2024 and your last day of service as an employee of the [respondent] will be 09 July 2024." It stated that they were continuing to look for suitable alternative work.
41. Ms Trainor also sent the email at page 112 which records that she has shared other vacancies (these included the other range 5 vacancies referred to above). She said there was a potential R7 contract for 3-6 months and she would discuss this early June once she had had confirmation.
42. The messages between Ms Trainor and Mr Howsam on the same date (p115) show Mr Howsam replying to Ms Trainor "like the bit about the work diminishing (nice touch)". It is not clear why he said that (about the "nice touch") but I accept this does not alter the fact that the role was not needed beyond 9 July 2024. Mr Howsam raised whether the claimant should be considered for Children's HR Business Partner. Ms Trainor explored this but was told there was no post – at that time there was no vacancy. There had been two people covering this role but the need reduced and one was moved to adult and the other, on a fixed term, was renewed and continued in the role. I asked to see the relevant documentation for that decision. That decision had already been made (prior to the claimant being put on redeployment register) as the renewal is dated 31 March 2024 and presumably had been decided prior to that (although there was no evidence before me).
43. The claimant confirmed her interest in other roles, but also that she might need to extend her maternity leave (this would extend her maternity pay whether or not her employment ended but she understood erroneously that this would buy her more time). She then confirmed she wanted to extend until end of October 2024.
44. Further back and forth within the respondent's HR team shows they acknowledged that they could not terminate the contract unless it was genuinely not required to cover the work. I accept that was the case and the contract was no longer needed. There was also acknowledgment of performance concerns but the expression of hope that the claimant would succeed. There was an acknowledgement that they needed to give her priority and explored a number of possibilities.
45. On 4 June 2024 Ms Trainor queried with Mr Howsam as follows: "With [named colleague] temporarily moving roles for up to 6 months I was thinking that this could provide a short term opportunity for the claimant for potentially up until the end of November 2024 but this won't be the case now she wishes to extend her maternity leave. So do we continue with ending the fixed term contract in July or do we need to offer her this temporary position?"

46. There was some discussion back and forth about whether they should now still end the contract in July as the extension of maternity leave complicated matters.
47. As part of that Mr Howsam said “I’m not comfortable with terminating her employment via redundancy next month without a view from legal (seems highly risky to me). This was internal communication in the context of whether to offer a short term role until November 2024 given the claimant had extended her maternity leave until October 2024 and would not be able to do the role for most of the period. It was not intended for the claimant to see this communication.
48. On 5 June 2024 the claimant asked for reconfirmation of the fixed term end date. By 13 June 2024 the decision had been made to offer the role to the claimant. Mr Howsam commented to Ms Trainor on 13 June 2024 as follows: “Seems that ending the FTC, although it’s nothing to do with her pregnancy, is still going to carry some risk and could see a claim that will take time, effort and money to successfully defend. Hope she accepts the offer of backfilling [the role] (even if she doesn’t fill it for nearly 4 months). And then we have the problem of managing her performance in whatever role we can find for her if she returns to work” (p 136).
49. On 13 June 2024 the claimant accessed her HR files by searching for her name in the respondent’s folders. She discovered the emails between Ms Trainor and Mr Howsam and took screenshots. I accept the respondent’s case that this was obviously inappropriate access of the folders. She was on maternity leave and her work did not involve employee relations. The files should have had secure access only but this was not in place. The claimant, though an experienced HR professional, does not see that it is inappropriate. The respondent says that others have been dismissed for this.
50. The claimant saw the message at p106 about R5s acting up to the R7 and believed they had been offered the post ahead of her and drew conclusions from various comments even though by accessing the correspondence she was also therefore aware of the efforts to avoid ending her contract. She was aware the decision was made to offer the R7 role and also that the performance concerns remained.
51. On 14 June she was told she would be offered the role. On 24 June 2024 the claimant’s barrister wrote to the respondent on the claimant’s behalf. It referred to the Children HR Business Partner role and the band 5s acting up to band 7 stating these roles should have been offered to her. It said that instead she had been offered band 5 roles without pay protection. There was a misrepresentation of Ms Trainor’s email to Mr Howsam on 5 June 2024 quoting only the comment “I do not think I should extend her FTC because she is on maternity” without the context. They also challenged the probation extension as being due to the maternity related absence. They asked for the termination letter to be withdrawn.
52. The respondent replied to this directly to the claimant’s representative on 28 June 2024 raising the issue of inappropriate access to the respondent’s emails,

describing the roles offered and that they had been chasing responses to two further R5 roles and that she had been offered the short-term R7 role. The claimant says her representative did not pass this letter to her. However there was a further reply from her representative dated 1 July explaining her objections to the roles offered. In respect of the range 5 roles there was no pay protection and that the role 7 role was only offered once the claimant had extended her maternity leave so she would only be in the role for less than 4 weeks.

53. There was meanwhile a mix up in who was to send the claimant the formal offer of the R7 post meaning it was sent by Mr Howsam on 10 July, on his return from annual leave, but the day after the fixed term contract ended. He nevertheless confirmed that they wanted to offer the range 7 position when she returned from maternity leave and that if she wanted to accept she would be moved into the position week commencing 10 July 2024 so that her continuous service would be maintained. I said "I hope it is acceptable and we can look forward to welcoming you back at work in late October..." The formal letter also said she could start back earlier if she wished.
54. The claimant was aware of this communication as she had replied 11 July 2024 saying she could not open the attachment. This was re-sent to her the same day.
55. The claimant contacted ACAS and commenced early conciliation on 12 July 2024.
56. On 15 July 2024 she submitted a grievance to the respondent in which she said that she was aware that a range 7 role was being offered and requiring a response by 17 July 2024. She made clear she was not going to accept (p227).
57. The claimant was chased for a response to the offer by Mr Howsam. She never replied directly to Mr Howsam other than through her grievance and her legal representative.
58. The respondent did not claim back the enhanced maternity pay and paid redundancy pay.
59. With respect to the two R5s who the claimant had believed were given R7 posts ahead of her, in fact they were not offered the post(s) but were acting up while one R7 postholder was off sick and while the claimant was on maternity leave.

Relevant law

60. Regulation 3(1) of the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002 states that a fixed term employee has the right not to be treated by their employer less favourably than a comparable permanent employee, as set out in regulation 3.
61. Section 18 Equality Act 2010 provides that a person (A) discriminates against a woman if in the protected period A treats her unfavourably because of pregnancy

or pregnancy related illness or because she has exercised her right to maternity leave.

62. Prior to 6 April 2024 regulation 10 of the Maternity & Parental Leave etc Regulations 1999 stated:

- “(1) This regulation applies where, during an employee’s ordinary or additional maternity leave period, it is not practicable by reason of redundancy for her employer to continue to employ her under her existing contract of employment.
- (2) Where there is a suitable available vacancy, the employee is entitled to be offered (before the end of her employment under her existing contract) alternative employment with her employer...under a new contract of employment which complies with paragraph (3) (and takes effect immediately on the ending of her employment under the previous contract).
- (3) The new contract of employment must be such that –
- (a) the work to be done under it is of a kind which is both suitable in relation to the employee and appropriate for her to do in the circumstances, and
- (b) its provisions as to the capacity and place in which she is to be employed, and as to the other terms and conditions of her employment, are not substantially less favourable to her than if she had continued to be employed under the previous contract.”

63. Neither party raised this but it during my deliberations I decided I wanted submissions from the parties as to whether there is any argument that the implication of regulation 3 (and the order it is written) is that where a role is offered that the claimant is suitably skilled to do, like the range 5 roles, the respondent must then protect salary. I did not have time during the hearing to check the position on this myself and there was insufficient time for the parties to address it. I requested submissions in writing which were received from the respondent on 15 May 2026 and the claimant on 9 August 2026 but neither addressed the question I asked specifically.

64. I have now had regard to the case *Simpson v Endsleigh Insurance Services Ltd* [2011] ICR 75 and the associated commentary in IDS Handbook Volume 9 paragraph 4.69 of chapter 4. In particular in that case it was held that “the requirement of the suitability set out in regulation 10(2) can only sensibly be tested by the requirement that it is coupled with a new contract of employment, which complies with regulation 10(3) . To suggest that regulation 10(3)(a) can be looked at, apart from regulation 10(3)(b) , seems to import a two-stage process into the regulation which is not apparent from its wording. The regulation itself, in our view, protects those on maternity leave in preference to those who are in fact still working and the necessity to provide an equivalent post is protected by the requirement as to term, this being not less substantially favourable.” The IDS narrative suggests that applying this decision the requirement to offer a suitable available vacancy is not triggered where the vacancy is not on substantially less favourable terms. At 4.73 it is suggested that this would apply where there is a large salary differential which implies the role itself is a demotion.

Conclusions

Was the claimant treated less favourably, on the ground that she was a fixed term employee, in relation to securing an alternative position than a comparable permanent employee?

65. The two R5 comparators were not offered R7 posts. They were given payments to act up to cover R7 work due to staff illness and the claimant's maternity leave. They were physically at work and able to do it. The claimant was on maternity leave and not physically at work. Once the respondent was clear that the other R7 postholder would be returning from sick leave to do alternative work for a period, rather than returning immediately to his usual role, the R7 role was offered to the claimant (and not the two R5 comparators who were acting up).
66. There was a delay in the formal offer but the claimant was aware of the possibility she would be offered the role from 24 May 2024. It was not discussed with her as anticipated and there was a delay arising from her decision to extend maternity leave but the claimant was only aware of the deliberations about whether to offer the role because of her inappropriate access to the respondent's files. The desire to offer it to her was confirmed in the correspondence with her lawyer. The formal offer was made the day after her existing contract ended.
67. I did not consider there was less favourable treatment and in any event the R5 comparators were not comparable permanent employees. This claim was not upheld.

Did the respondent treat the claimant unfavourably by doing the following things:

Her manager picking on her work. Examples include:

She would randomly call me out during meetings and there were times she would overly question me in front of the team to make me look unprepared.

She would criticize my work at any given opportunity

I presented a work task to the Project manager and she was happy with it but when we had a three-way meeting with my manager, my manager stripped it down and made it look like I did the wrong thing.

68. Ms Trainor did encourage the claimant to speak and contribute in meetings and ask her for updates. This was to encourage participation. It was not to make the claimant look unprepared or because of anything to do with her pregnancy.
69. Ms Trainor gave constructive feedback to assist the claimant due to the impact of her absences and as time passed due to the quality of work she submitted. She was not seeking to undermine her or criticise her.

I was accused of missing a deadline when I went for a morning appointment at the hospital which I mentioned during the meeting the day before and it was also in my calendar and the Team's calendar.

70. It was another manager (not Ms Trainor) who raised the fact that the deadline was not met because of an appointment. This was not unfavourable. If the deadline was not met and the fact that there was a problem meeting it was not raised prior to the appointment, then it is not unreasonable to raise that issue with an employee.

I created a Job Family report in which I put my name as the author, when I returned from a two-week pregnancy-related absence, my manager and the project manager took my name off and put their names on the report as the Author without making any changes to the report.

71. I do not find on the balance of probability that the claimant's name was removed from the report. I accept Ms Trainor's evidence that the claimant's name was left on the report despite Ms Trainor having to put a lot of the final work into it and ensuring the deadline was met.

At my second probation review meeting she informed me that my probation would need to be extended to properly assess my performance

72. I am satisfied that the extension to the probation was due to the fact that the respondent had concerns about the claimant's performance. Examples given by Ms Trainor included not using a correct template; reports not being in the form needed- and using the wrong scheme in respect of the job evaluation work. I accept the claimant was making basic errors that the respondent did not expect from someone with her experience.

73. There was an acknowledgement that there had been a lot of absence – hence the extension to give her a fair chance to show she could be successful.

She sent me details of a job which was two ranges below my current range and asked if I would like to take up the role. She confirmed that this was not a redeployment role and was only informing me out of courtesy

74. It is correct that the claimant was sent the R5 role, which though on a lower salary was for two years. It was not considered suitable alternative employment due to the lower range (two ranges below) but the respondent was seeking to ensure the claimant was provided with all opportunities to ensure she was protected during her maternity leave as far as possible, and seeking to avoid the redundancy if possible. This was not unfavourable.

I sent an email on 22nd May 2024 informing her that I would like to return to work early (8th July) and that was when she replied that my contract would end on 9th July on the grounds of redundancy.

75. The respondent never altered the end date for the fixed term contract. 9th July 2024 was what had been fixed from the outset. Efforts were made to give alternatives so that it would not end on that date. The intention was that the claimant would return prior to the end date. Then the claimant extended her maternity leave.

76. I do consider that the claimant may have misunderstood the impact of the extension to probation and believed that it extended her fixed term contract. The written correspondence dealing with the probation extension was not clear enough in communication. It did not make clear that extending the probation was not intended to extend the fixed term but would only apply if her employment continued. At the same time I acknowledge discussions on 8 February (when the claimant was unwell) around what to do with her half pay and the risk it might need paying back if her employment did end on the date the fixed term was due to end. There was also communication about seeking alternative work on 30 April 2024 so the claimant was aware that the respondent was still proceeding on the basis of the fixed term prior to 22 May 2024. Although it may not have registered with the claimant the respondent had also written both letters on 20 March 2024, which read together make the situation clear. The respondent was making efforts to make sure the claimant was aware of the end date and to avoid the probation extension causing misunderstanding.

Was the unfavourable treatment because of the pregnancy?

77. I have not found unfavourable treatment, but the way the claimant was treated was not because of pregnancy. It was either because of reasonable concerns about the standard and timing of work and/or it was to ensure the claimant was not disadvantaged by her pregnancy/maternity leave and/or that she had a fair chance to secure alternative work and prove herself in terms of performance.

78. The Equality Act claim was therefore unsuccessful.

Was it practicable to continue to employ the claimant or had a redundancy situation arisen?

79. There was a redundancy situation. The specific two pieces of work the claimant was employed to do had been completed and the next stage of the Medpay review was going to be implemented by permanent staff.

If it was not practicable, was there a suitable vacancy available where the work to be done is of a kind which is both suitable in relation to the employee and appropriate for her to do in the circumstances. Was this vacancy (or vacancies) offered to the claimant.

80. The respondent was well aware of the claimant's priority for alternative employment and sought to find her alternative roles. She was offered a number of range 5 roles. It was considered she had the relevant skills and experience for those roles but they are two ranges below her role and the salaries were lower (the claimant in her latest submission says the difference is £10,000). At least one of them was of much longer duration.

81. Both sides agree the claimant is capable of those roles though the claimant does not accept they are suitable and appropriate due to the difference in level and salary.

82. The point I was raising with the parties was the point that was effectively considered in the case cited in the relevant law section above. Namely whether the order for consideration of regulation 10 is whether firstly a role is suitable and appropriate for the particular employee and if so, whether the package offered was not less favourable. I was concerned as to whether there was any argument that, if it was a role that suited the claimant's skills, then to comply with regulation 10 the respondent ought to have offered it at a higher salary than it would normally paid. That is in my view asked and answered in the Simpson case above. The answer is there was no obligation on the respondent to offer that role at the higher salary and the difference in salary of £10,000 on the claimant's case is so substantial as to mean the respondent was not obliged to offer the role to the claimant under regulation 10. I note the claimant agrees that it was not a suitable vacancy for that and other similar reasons relating to the role being two ranges below. The claimant has made it clear she is not arguing that she should have been offered this role at a higher salary.
83. There is no criticism of the respondent offering the role even though it was a lower range as it was still appropriate to ensure that the claimant had the same opportunities as others to avoid the redundancy.
84. I accept range 7 roles were scarce but the respondent offered the claimant the one available role once it was confirmed that they were able to. This depended on adjustments being put in place for the usual postholder to be deployed elsewhere for 6 months following sick leave. There was a delay in the formal correspondence but the claimant was aware and the offer was confirmed in correspondence with her legal representative. I find she was aware of this prior to the end of her contract. The offer was confirmed by 10th July and was to take effect immediately. It extended her employment by 6 months, by which time other opportunities might have arisen. Although the claimant was going to be on maternity leave for most of it, the offer also gave her the option of returning earlier as she had originally planned. In my view this was a suitable alternative vacancy and it was offered. It was also offered prior to the employment ending, though the formal letter followed the day after the employment ended.
85. For the avoidance of doubt I did not consider it relevant to consider the role of Children HR Business Partner as the decisions around that role had been made well before the claimant's position ended and prior to her being put on the redeployment list.

If suitable vacancies were offered did the claimant unreasonably turn them down

86. I am not clear that this final issue was relevant given the redundancy payment has been made. There were some unreasonable aspects to the claimant's behaviour, in particular her reliance on the correspondence that she had inappropriately accessed and inferring incorrect conclusions in respect of that correspondence. However it was not unreasonable to turn down the range 5 role due to the difference in salary, and it was also not unreasonable to turn down the range 7 role that would be ending under 4 weeks after her maternity leave ended.

Approved by:
Employment Judge Corrigan
Date: 21 September 2026

Sent to the parties on:
Date: 22 September 2026

Notes

All judgments (apart from judgments under Rule 51) and any 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 at www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/