EMPLOYMENT TRIBUNALS

BETWEEN

Claimant		Respondent
MR ANTHONY ACKAH	AND	PEAK-RYZEK PLC

JUDGMENT OF THE EMPLOYMENT TRIBUNAL

HELD AT: BRISTOL ON: 1ST / 2ND / 3RD DECEMBER 2020

EMPLOYMENT JUDGE MR P CADNEY MEMBERS: MRS D ENGLAND
MS S MAIDMENT

APPEARANCES:-

FOR THE CLAIMANT:- **IN PERSON**

FOR THE RESPONDENT:- **MR TONY BROWN (SOLICITOR)**

JUDGMENT

The unanimous judgment of the tribunal is that:-

The claimant's claims of:-

1. Direct race discrimination contrary to s13 Equality Act 2010
2. Harassment contrary to s26 Equality Act 2010
3. Victimisation contrary to s27 Equality Act 2010

Are not well founded and are dismissed.

Reasons

1. By this claim the claimant brings claims of direct discrimination contrary to s13 Equality Act 2010; harassment contrary to s13; and victimisation contrary to s27. The protected characteristic is race. The claimant moved to the UK from Ghana in 2006 and describes himself (Particulars of Claim para 6) as of black African origin.

2. The tribunal heard evidence from the claimant; and on behalf of the respondent from Mr Martin Iremonger (CSC Service Team Supervisor), Mr Ben Waterworth (Finance Director) and Ms Louise Hunt (CSC Service Team Supervisor). In addition, the respondent tendered three witness statements from witnesses who were not able to attend the hearing, Mr James Le Roth (former Head of Customer Support Services), Mr Mateusz Wysocki (Network Team) and Mr Chris Sharp (Senior Network and Technical Support Analyst). As explained orally whilst it is open to us to admit that evidence we have to exercise considerable caution in the weight we give it as we have not been able to assess the reliability of the witness's evidence and, in particular, as the claimant has not had the opportunity to challenge or cross examine the witness.

Facts

3. In this section we will deal with the factual allegations broadly in the order in which they appear in the Particulars of Claim, save in respect of the first which will be dealt with as part of the evidence as to the restructure. (Although the claimant is now unrepresented his Particulars of Claim were drafted and submitted by his solicitors and set out his claims in detail).

4. The claimant was employed as a Network and Technical Support Analyst in the Network Support Team from 4th May 2017 until his resignation on 31st March 2019. His role was in essence to provide remote technical assistance to the respondent's customers. There were two other Network Engineers, Alan Tucker and Chris Sharp; and two further analysts Luke Frewin and Mateusz Wysocki. The Network Support Team worked a standard shift pattern of four days on four days off, and was part of the wider CSC Customer Call Centre Team the purpose of which is to provide 24 hour customer support. The claimant is the only black member of the Network Support Team, all the others being white. The claimants immediate line manager was Mr Iremonger, and during the period with which we are concerned James Le Roth was Head of CSC.

5. The claimant makes a number of complaints about different aspects of his employment.

Holiday

6. The claimant firstly alleges that the respondent cancelled pre booked holiday between the 3rd and 6th December 2018 and rostered him to work for those days. The claimant contends that this was done to facilitate holiday requests from Alan and/or Chris who are both white and that this was an act of direct race discrimination and/or harassment.

7. The claimants holiday requests had to be approved or rejected by Mr Iremonger or Mr Le Roth. The claimant contends that he had booked holiday between the beginning of November up until 12th December 2018. However, whilst on leave he discovered on 19th November that Mr Le Roth had rostered him to work between 3rd and 6th December 2018. As it transpired after a number of text exchanges Mr Le Roth agreed to remove the claimant from the rota for those days and start his next rota on 7th December 2018 to which the claimant agreed. The claimant complains, however, that Mr Le Roth had cancelled the holiday he had previously booked for the 3rd – 6th December 2018.

8. The respondent's evidence is that this is factually incorrect, and that within the period beginning of November to the 12th December 2018 the claimant is conflating two different things. Firstly, they contend that he had holiday booked until 2nd December but had not, until 19th November, been specifically rostered until the 12th December. He is conflating his period of annual leave with a period during which he was not originally rostered to work. He may have assumed as a result that he would not be at work until 12th December 2018, but he had not in fact booked that period as annual leave. Accordingly, when Mr Le Roth rostered him on 19th November 2018 for the period of 3rd – 6th December 2018 this was not a period of pre-booked leave. Mr Le Roth was perfectly entitled to roster him to work and did not cancel any pre-booked leave in order to do so. If this is correct the basic factual premise of this part of the claim is not made out.

9. The respondent's holiday booking system is called Teamseer. This requires the individual to request holiday which is then approved or not and recorded on the system. Mr Iremonger's evidence that when a request is refused an email informing the employee is automatically generated by Teamseer. They have produced the Teamseer records which show that the claimant had booked annual leave for the 19th – 30th November on 29th July, which was approved on 1st August. He then both requested and cancelled holiday on the 12th August; and had by 14th August requested and had approved a total of 26 days holiday from 5th to 30th November 2018. On 31st August he requested 3rd and 4th December which was approved on 5th September; but the claimant then cancelled that request on 14th September. Also, on 14th September he requested leave on the 1st and 2nd December which was approved on 24th September. Thus, by that point the claimant had the period from 5th November until 2nd December 2018 booked as annual leave. He had in addition requested 7th -10th December as annual leave but this was declined on 24th September. There are no further entries until 19th November 2018 when the claimant requested 7th-12th December 2018 which request was declined the same day. If this is an accurate record the claimant had in fact never booked holiday between the 5th and 12th December; and had booked but then cancelled holiday for 3rd and 4th December 2018; and had had a request for the 7th – 10th declined on 24th September and 7th -12th declined on 19th November 2018.

10. When it was put to the claimant in cross examination that this was a complete record of his holiday requests for this period and demonstrated that Mr Le Roth had not cancelled any leave between 3rd and 12th December 2018 (at least prior to 19th November 2018), the claimant contended that either the Teamseer records themselves had been falsified by deleting the relevant entries, or the respondent had created a

false record in order to mislead the tribunal by omitting his request, the subsequent approval, and cancellation of that approval by Mr Le Roth. These had all occurred at some point between 24th September 2018 and 19th November 2018 and the records showing otherwise had been manufactured or altered in some way.

11. The second occasion on which he alleges his pre-booked leave was cancelled was 28th – 31st December 2018. The respondent's case is that this is again factually incorrect. By an email dated 11th June 2018 Ms Hunt asked for requests for Christmas/New Year leave and saying that no final decision would be made until August/ September 2018. She also set out in bold that no assumption should be made that any request would be granted until it was specifically approved. Mr Iremonger's evidence is that in accordance with Ms Hunt's email the Christmas rotas were published in September and that the claimant was rota'd for 28th - 31st December; and that this was not subsequently altered. Once again by reference to the Teamseer records the claimant's requests for December leave (in addition to those set out above) were that on 14th September the claimant had requested 20th and 25th , which had been approved; although the claimant had subsequently cancelled these dates on 19th December. On 10th December 2018 he had requested 26th - 31st December which was refused, and on 13th December 2018 he had requested 27th – 31st December which was also refused. Again, there was no leave for this period which had been approved and subsequently cancelled.

12. The claimant's case is not in fact that he had pre-booked this period off at any time prior to the request on 10th December 2018 but that he had not been rota'd to work over Xmas /New Year until he received December's rota on 2nd December 2018. Mr Le Roth had confirmed on 27th November 2018 that the rota could not be changed after a text exchange relating to the 20th December 2018. His evidence before the tribunal is therefore not (as set out in the claim form) that any pre-booked leave had been cancelled but that Mr Le Roth had rota'd him to work between 28th and 31st December on 2nd December when he had not anticipated being rota'd for those days. On his own evidence the factual basis of the pleaded claim is incorrect; and the respondent's case is that in fact he had been rota'd for those days in September so that even put on this alternative basis it is simply factually wrong.

13. Looked at overall we accept the respondent's evidence in relation to each of the allegations relating to purportedly cancelled leave. There is nothing to support the claimant's allegations that any of the records has been falsified, and if they have not been they clearly provide contemporaneous documentary support for the respondents case.

Disciplinary Action

14. The claimant did not in fact attend work between 28th and 31st December. He was contacted by Mr Iremonger and in a series of text messages stated that he was on leave but was in any event unwell and unable to attend work. On 7th January 2019 Mr Iremonger held a return to work meeting with him during which the claimant stated that he had been ill on those days but declined Mr Iremonger's offer that he complete a sickness absence form and that they be treated as sick days. Following this an

investigatory meeting into the reasons for his unauthorised absence was held on 21st January 2019. In that meeting the claimant stated that he had requested the leave before he left work on 19th December and had had no notification that it had been accepted or declined. In evidence before us he stated that he had a meeting with Louise Hunt on 19th December at which she had told him she could not approve or reject the holiday but that when the decision was made it would be communicated to him. This is not in dispute, and Mr Iremonger accepts that he was asked to do so by Ms Hunt. His evidence is that he did so in that he both left a voicemail on the claimant's phone and sent him an email on 20th December 2018. The claimant's evidence is that he did not receive the voicemail message. He accepts that the email was sent but he did not see it until his return to work on 7th January 2019. He accepted that on 25th December he had checked the rota via an app on his phone and saw that he was still rota'd for those days. However, he did not check his emails or the Teamseer system on his work laptop, which he had with him, to discover whether the leave had been approved or declined. He assumed that the rota had not been altered on the system, but that in fact the leave had been approved because he had not been contacted to inform him otherwise. He did not accept that he was at fault in any way for making that assumption and failing to check, and alleged that it was the fault of Mr Iremonger for failing to notify him via the team Whatsapp group rather than by voicemail or email. Indeed, he contended that during the disciplinary process Mr Iremonger should have accepted the failure was his and not the claimant's. Mr Iremonger did not accept this criticism and contends that he had done precisely what he was asked to do.

15. On 6th February 2019 the claimant was invited to a disciplinary meeting in relation to his unauthorised absence. The meeting took place on 13th February and was conducted by Mr Le Roth. In the meeting the claimant contended that as he had not seen the email it was not open to the respondent to rely on it, and did not accept any fault for his failure to attend work.

16. On the following day 14th February 2019 he claimant submitted a grievance alleging that he was the victim of a campaign race discrimination on the part of both Mr Iremonger and Mr Le Roth and he relied in part on the events described above in relation to the disputes as to holiday and its consequences. As a result, the respondent decided to pause any disciplinary outcome pending the outcome of the grievance. The grievance was heard by Mark Ford and in his grievance outcome letter he accepted that here were failures in the communication process surrounding annual leave, although he did not accept that the claimant had been deliberately targeted, and accepted that there had been a failure formally to inform him about the refusal of the 28th to 31st December leave. As a result, he decided that the disciplinary action was inappropriate and that it would not be pursued.

17. In the light of the events outlined above we accept the respondent's evidence that the reason for commencing disciplinary proceedings was that the claimant had taken unauthorised absence for the period in question.

18. In addition, and in relation to the claimant's comparators the specific allegation is that in fact three other white employees had taken unauthorised absence in similar

circumstances but had not been disciplined. The respondents deny this and there is no evidence before us from the claimant to support this evidentially.

Excluding the claimant from emails

19. This allegation is not further particularised (it is not clear when and by whom this is alleged to have occurred) and the evidence before us is very scanty. The claimant has adduced no evidence of being excluded from any email (save in respect of the 13th February 2019 which is dealt with below), and in oral evidence complained not of being excluded but of being regularly sent emails by Mr Iremonger where he was being criticised for the faults of others. There is therefore simply no primary evidence before us as to this allegation.

Exclusion from the WhatsApp group chat

20. There is again no evidence before is in respect of this. This claim is not mentioned in his witness statement and is not referred to in the facts as set out in the Particulars of Claim, and as is set out above the claimant was in fact part of a team Whatsapp group. However, in his final submissions he stated that on 28th December 2018 some of his colleagues set up a Whatsapp group which did not include him, but there is in fact no evidence at all before us in respect of this.

Pay / Restructure

21. Before dealing with the restructure itself, as is set out above the claimant's first complaint in respect of pay is of "*Not being paid the same as Chris or Alan for undertaking the same duties*". All three were members of the Network Team and therefore performed broadly the same duties, although it appears from the documentation that Chris Sharp and the claimant were more experienced and/or better qualified than Alan Tucker. We have evidence as the salaries of all three and it is not necessary or appropriate to refer to the specific amounts in this decision. However, the claimant's salary was almost exactly the same as that of Chris Sharp and both were substantially higher than that of Alan Tucker. As a broad proposition, therefore this allegation is not well founded factually.

22. However, the claimant's case before us was again different from that set out in the pleadings. He does not in fact complain of any general comparative difference between his pay and Alan Tucker's (perhaps unsurprisingly given that he was paid substantially more) and in respect of Mr Sharp his complaint is not of being paid less for the same duties, but that in the summer of 2018 Mr Sharp undertook extra duties for which he received extra pay. The respondent and specifically Mr Sharp in his written evidence assert that he received no extra pay for those duties and have produced his payslips for the period in support. The claimant accepts this, but he points to a payslip for Mr Sharp from July 2018 which records that Mr Sharp received a some £350 in expenses. We have no evidence what these expenses were but of necessity the repayment of expenses is not an increase in salary, and there is no suggestion from the claimant that he ever incurred expenses which were not paid. However it is put, therefore, there is no evidential basis for this allegation.

23. The second part of that complaint is that the claimant was not offered the same role and salary either Chris or Alan as part of the restructure; and the allegation of victimisation is similarly that within the restructure the claimant was not offered suitable alternative employment at the same rate as Chris or Alan for carrying out the same duties. This specific allegation can be dealt with shortly. As is set out in greater detail below the restructure involved the merger of roles so that the Network team would not be exclusively performing that role but would have much broader duties going forward. The evidence before us, which the claimant does not dispute is that all three were offered the same roles within the new structure at their existing salaries. If this is correct, and it is not in dispute, the claimant was in fact dealt with identically with his comparators during the restructure and was not offered a different role either at a lower salary than either of the others or at a lower salary than he previously received. Once again there is in our judgement no evidence in support of the pleaded claim.

24. The claimant's claim before us is however different to that set out in the pleadings. He contends that, as he had complained in his grievance, that he was the victim of a sustained campaign of discrimination by Mr Iremonger and Mr Le Roth and that the restructure proposal was not born of any genuine business reason but was targeted at him and designed to present him with an offer of employment that the respondent knew he would reject.

25. On the 5th February 2019 there was a meeting of the Network team, attended by the claimant at which Mr Ford set out the basis of the proposed restructure. In broad terms the company had concluded that the specific network role only occupied some thirty percent of their time which was unsustainable going forward. That meant that the specific role of a network engineer as a stand-alone role would disappear and no longer be part of the company's structure. The network engineers would be cross trained to become multiskilled and all three members of the team would be offered roles in the new structure, but if they did not wish to accept they would be dismissed by reason of redundancy. A document which set out the timeline and addressed a number of Q and As was supplied. It is not necessary to set out the rationale for the restructure in any greater detail, but we accept that the reasoning as set out in the document is cogent and rational.

26. On 6th February the claimant was invited to an individual consultation meeting which took place on the 7th February 2019. Further information was supplied by a letter of 25th February 2019 and the consultation period extended on 1st March 2019. On 28th February both Mr Tucker and Mr Sharp were offered new roles as Network and Technical Support Analysts at their existing salaries which were accepted by both. On 18th March 2019 Mr Ford wrote to the claimant asking for a decision as to whether he wished to accept the offer of the new role. On the 19th March the claimant replied indicating at he would accept if the salary were increased to £45,000 (approximately twice as much as the salary of Mr Tucker and some fifty percent more than that of Mr Sharp). On 21st March he was formally offered the new role at his existing salary, and a further letter was sent explaining why the respondent would not offer a base salary of £45,000 for the role. On 29th March 2019 the claimant declined, and accepted that as a result his employment would terminate on 31st March 2019.

27. In addition to the evidence set out above the oral evidence of Mr Waterworth was that the restructure had been successfully implemented with result that the network engineers were no longer under employed and their roles were not loss making.

28. The basis of the claimant's allegation that the restructure was not genuine is that he believed the role of network engineer was a full-time role requiring individuals specifically dedicated to it. In evidence he compared the role to that of a firefighter. There may be long periods of inactivity but you had to be available immediately if a problem needed resolving. As a result, the role was necessarily full time in and of itself.

29. In our judgement the evidence is overwhelming that the restructure was genuine and not targeted at the claimant not least because he was offered a new role in the new structure at his existing salary. In relation to the allegation of victimisation it also follows that as a matter of fact the process was commenced prior to the protected act, which was the grievance of 14th February 2019.

13th February 2019 email

30. The claimant specifically complains of the contents and effect of an email sent by Mr Iremonger on 13th February 2019. In early February there was an exchange of emails about the CSC team providing assistance to the operations team in assembling vehicle cradles. On 13th February Mateusz Wysocki emailed Mr Iremonger asking why this had not been done during the week as it was not fair to leave it to those working at the weekend. Mr Iremonger replied saying "You are correct. Unfortunately, Anthony will not do these…" The claimant complains that Mr Iremonger excluded him from this email and that the contents were untrue. Mr Iremonger's evidence is that the contents were, as far as he understood, true and it was appropriate to allow other members of the team to know. His evidence is that in the meeting of 7th January he had specifically raised the issue of cross training with the claimant who had refused to agree without additional pay. Mr Iremonger's understanding was that this reflected the claimant's position that he would not carry out any activity not specifically falling within his job description without additional pay.

31. The claimant denies that this is true and in evidence contended that he had always helped with the cradles when asked. However, in preparation for his hearing Mr Waterworth had asked a number of employees for their comments on the claimant's allegations. We have the responses from Mateusz Wysocki, Andrew Baldwin and Teresa Hough. Mr Wysocki stated that the claimant had refused to do anything outside his contracted duties, had refused to build cradles in the past, and that he would not have expected him to do so in February 2019. Mr Baldwin could not comment on the specific incident but gave a very similar account saying the claimant had point blank refused to do any additional work and had previously refused to build cradles. Ms Hough also confirmed that he would not do anything outside his contracted duties. Whilst we have not heard evidence from any of them the similarity of their description of the claimant's stance and the fact that it exactly mirrors Mr Iremonger's understanding is striking and provides significant support for his evidence.

32. In another email sent later the same day Mr Iremonger asks the team to continue building the cradles. The claimant was not included as a recipient of this email. Mr Iremonger ‘s evidence is that this was for the same reason as set out above; as he already knew the claimant would refuse to build the cradles if asked there was no reason to include him in an email to members of the group whom he knew would co-operate.

Telling staff members that they were gathering evidence against the claimant.

33. There is no direct evidence in respect of this allegation. The claimant alleges that this is what he was told in the summer of 2018 by other staff members. Mr Iremonger denies it; and Mr Wysocki describes the claimant’s allegations about him as fabrications. In the statements given to Mr Waterworth all three members of staff deny any of the comments attributed to them by the claimant. In the circumstances there is in our judgement insufficient evidence to decide that on the balance of probabilities that any such comments were made.

Claims

34. As set out above the claimant brings claims of direct discrimination, harassment and victimisation.:-

13 Direct discrimination
(1) 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

26 Harassment
(1) A person (A) harasses another (B) if–

(a) A engages in unwanted conduct related to a relevant protected characteristic, and

(b) the conduct has the purpose or effect of–

(i) violating B´s dignity, or

(ii) creating an intimidating, hostile, degrading, humiliating or offensive environment for B.

(2) A also harasses B if–

(a) A engages in unwanted conduct of a sexual nature, and

(b) the conduct has the purpose or effect referred to in subsection (1)(b).

(3) A also harasses B if–

(a) A or another person engages in unwanted conduct of a sexual nature or that is related to gender reassignment or sex,

(b) the conduct has the purpose or effect referred to in subsection (1)(b), and

(c) because of B´s rejection of or submission to the conduct, A treats B less favourably than A would treat B if B had not rejected or submitted to the conduct.

(4) In deciding whether conduct has the effect referred to in subsection (1)(b), each of the following must be taken into account–

(a) the perception of B;

(b) the other circumstances of the case;

(c) whether it is reasonable for the conduct to have that effect.

27 Victimisation
(1) A person (A) victimises another person (B) if A subjects B to a detriment because–

(a) B does a protected act, or

(b) A believes that B has done, or may do, a protected act.

(2) Each of the following is a protected act–

(a) bringing proceedings under this Act;

(b) giving evidence or information in connection with proceedings under this Act;

(c) doing any other thing for the purposes of or in connection with this Act;

(d) making an allegation (whether or not express) that A or another person has contravened this Act

Conclusions

35. The law we have to apply is not in dispute. In relation to each of the allegations the claimant must prove primary facts from which we could infer, in the absence of an explanation from the respondent, that the conduct was discriminatory as alleged. If he does so the burden of proof transfers to the respondent to satisfy us that the matter complained of was not discriminatory (in the sense that the protected characteristic played no part all in the event complained of). However, in making our findings of fact above we have considered both the claimant's and the respondent's evidence and drawn the conclusions set out above. As in each case we have found that there is either no evidence to support the underlying factual allegations, or that we accept the respondents evidence as to them we will in our conclusions simply apply those facts as we have found them to the specific allegations.

Direct Discrimination

36. Pay / Restructure The first allegations of direct discrimination relate to pay. The claimants claim is that he was not paid as much as Chris or Alan for performing the same duties. The evidence which we accept is that he was paid more than Alan for performing the same duties; and a very similar salary to Chris. In relation to the allegation that Chris performed extra duties for extra pay in the summer of 2018 we accept that he did not receive extra pay. The second element is that he was not offered a similar salary to Chris or Alan in the restructure. For the reasons set out above we accept that each of them was treated identically in the restructure and was offered new roles at their existing salary. For the reasons set out we do not find that any of these allegations are factually well founded and must therefore be dismissed.

37. Holiday - The second relates to the holiday allegations as set out above. Once again for the reasons set out above we do not find that these claims are factually well founded and must be dismissed.

38. Commencing Disciplinary Proceedings - The third relates to commencing disciplinary action, in respect of which for the reasons set out above, we accept the respondent's evidence that it was commenced because of a genuine belief that the claimant had taken unauthorised leave. Even if we had concluded in respect of this allegation that the fact of commencing the proceedings was sufficient to transfer the burden of proof, as we accept the respondent's evidence they have discharged the burden of showing that the disciplinary action was not commenced "because of" the claimant's race.

39. In respect of the fourth and fifth (excluding the claimant from emails /exclusion from the Whatsapp group chat) there is no evidence before us and these claims must also be dismissed.

Victimisation

40. There is only one allegation of victimisation which is of failing "to offer the claimant suitable alterative employment (at the same rate as Chris and Alan for carrying out the same duties).The grievance of 14th February 2019 in making allegations of race discrimination is clearly a protected act. However, as set out above, the specific allegation is not factually well founded as the claimant was treated identically to Chris and Alan in the restructure process. In respect of the alternative formulation that the restructure was targeted at the claimant, firstly the process of commencing the restructure and the disclosure of the process and rationale were all set out prior to the protected which makes it difficult to sustain as an allegation of victimisation. In addition, and more broadly there is in our judgment a wealth of evidence supporting the contention that the restructure was entirely genuine and none that it was not. Even if the fact of the restructure is sufficient to transfer the burden of proof, as we accept the respondent's evidence any burden has been discharged.

Harassment

41. The allegations of cancelling approved leave and commencing disciplinary proceedings are also pleaded in the alternative as acts of harassment. For the same reasons as set out above we do not accept the factual basis of the claims in respect of cancelled holiday, which are dismissed as allegations of harassment for the same reason. Again, as we accept the respondent's evidence as to the commencement of disciplinary proceedings, even if the burden of proof had transferred they have satisfied it in that the reason for commencing the disciplinary proceedings was not related to the protected characteristic.

42. The remaining allegations of harassment relate to the 13th February emails. The first and second are "spreading rumours about the claimant stating that the claimant does not want to do a particular task."; and excluding the claimant from emails. As set out above Mr Iremonger's evidence was that he expressed that view because of what the claimant specifically told him about cross training in the meeting of 7th January 2019 which matched his general understanding that the claimant refused in principle to do additional work without additional pay even if he was not fully occupied in his role. As we accept that evidence, we accept that the respondent has discharged any burden of demonstrating that this comment was not related to the claimant's race. In respect of the second this email was a specific reply to a question posed by Mr Wysocki, and there is in our judgement no reason why the claimant would have been included.

43. However, the claimant was excluded from the second email so that claim is in that respect factually well founded. We accept the evidence of Mr Iremonger as to why the claimant was excluded and find that the respondent has satisfied the burden of proving that it was not related to the claimant's race.

44. The third, "creating a hostile environment within the workplace and creating confusion amongst the claimant and his colleagues", is in our judgement simply a different way of expressing and/or a consequence of the first allegation.

45. The fourth is again exclusion from the Whatsapp group for which there is no evidence before us.

46. The fifth is "Telling staff members they were gathering evidence against the claimant." For the reasons set out above we have concluded that his allegation is not well founded factually.

47. It follows that the claimant's claims must be dismissed.

EMPLOYMENT JUDGE CADNEY
Dated: 7th December 2020

Judgment entered into Register
And copies sent to the parties on
11th December 2020
By Mr J McCormick

for Secretary of the Tribunals