



THE EMPLOYMENT TRIBUNALS

BETWEEN

Claimant

Respondent

Mr D J Tyndall

AND

Appletree Joinery Products Ltd

JUDGMENT OF THE EMPLOYMENT TRIBUNAL

Held at: Middlesbrough

On: 11 & 12 October 2017

Before: Employment Judge Hargrove

Appearances

For the Claimant: Mr D Bunting of Counsel

For the Respondent: Mr G Bealey, Consultant - Citation Plc

JUDGMENT

The judgment of the Tribunal is as follows:-

- 1 The claim of unfair dismissal was brought within time.
- 2 The claimant was unfairly constructively dismissed.
- 3 The claimant is entitled to a basic award which is agreed at £2,664. The respondent is also ordered to pay to the claimant a compensatory award of £1874.77.

REASONS

- 1 On 8 May 2017 the claimant presented a complaint of unfair dismissal to the Tribunal having engaged in early conciliation from 26 January to 13 February 2017 thus giving him an extension by 18 days of the normal time limit of three

months less one day from the effective date of termination. The Tribunal has so far heard evidence and submissions from the claimant and the respondent in respect of two issues and these are the reasons for the Tribunal's decision on those two issues.

2 The issues are:-

2.1 Whether the unfair dismissal claim was presented out of time.

2.2 Whether the respondent resigned in part at least due to conduct by the respondent amounting to a breach of trust and confidence and thus amounting to a constructive dismissal, the burden of proof of which lies on the claimant.

For these purposes the claimant gave evidence first, followed by Mr John Dunn the respondent's factory manager who investigated and dealt with the claimant's initial grievance; and Mr Pardoe, managing director of the respondent who dealt with the claimant's grievance appeal. All three relied on witness statements and were cross-examined and I also considered a bundle of documents containing 62 pages and the parties' submissions.

3 **The time issue**

Section 111(2) of the Employment Rights Act provides that:-

- “(2) An employment tribunal shall not consider a complaint under this section unless it is presented to the tribunal –
- (a) before the end of the period of three months beginning with the effective date of termination; or
 - (b) within such further period as the tribunal considers reasonable in a case where it is satisfied that it was not reasonably practicable for the complaint to be presented before the end of that period of three months”.

It is to be noted that the claimant does not assert that if her claim was presented out of time it was not reasonably practicable for her to have presented it earlier.

The next statutory provisions which I need to refer to are contained in section 97 of the Act which defines the effective date of termination. Section 97(1) provides that:-

- “(1) The effective date of termination –
- (a) in relation to an employee whose contract of employment is terminated by notice whether given by his employer or by the employee means the date on which the notice expires (that does not apply here).

- (b) in relation to an employee whose contract of employment is terminated without notice means the date on which the termination takes effect”.

It is also important to note section 97(2) which provides that:-

- “(2) Where the contract of employment is terminated by the employer and the notice required by section 86 to be given by the employer would if duly given on the material date expire on a day later than the effective date of termination. (For the purpose of various sections) the later date is the effective date of termination”.

4 **The relevant facts**

4.1 The claimant was employed by the respondent as a machine operator from 22 November 2010 at the respondent’s factory at the Aycliffe Industrial Park in Newton Aycliffe.

4.2 Following an incident with Martin Jones (MJ) on 23 August 2016 the claimant attended work on the following day but did not return to work the following week after the Bank Holiday weekend and submitted a series of sick notes from his GP thereafter. It is common ground that these cited occupational stress although the sick notes have actually not been presented to the Tribunal nor has the claimant produced any other medical evidence to the Tribunal. The claimant remained off sick and in receipt of statutory sick pay as I understand it until his resignation by letter dated 20 January 2017. This is at page 24 of the bundle and it states:-

“Further to the recent grievance appeal hearing and the subsequent outcome I have decided that I am unable to return to work for fear of what might happen. Therefore I am resigning as constructively dismissed with immediate effect. Kindly acknowledge receipt in writing”.

4.3 Mr Pardoe replied by letter of 24 January 2017 (see page 25). I will read the material parts:-

“I am writing to confirm receipt of your written resignation letter dated 20 January 2017 in which you stated you were resigning with immediate effect following the outcome to the grievance appeal dated 1 December 2016. I am sorry to hear that you feel you have no option but to resign in the circumstances, however, I feel that I can only respect your decision. We’ve gone through the grievance process with yourself and you were given the option of mediation to assist you in returning back to the workplace. Unfortunately you refused this option. I fail to see what more the organisation could have done to assist you in the circumstances. Your concerns were investigated in line with our procedures and you were given the right to appeal against the outcome which you made full use of. During the appeal process you could not bring any new information

to the table to suggest further investigations could be carried out or proposed anything else the organisation could do to assist you further.

Therefore I am writing to confirm that your resignation is accepted and your last day of employment with the company was 20 January 2017. You will be paid up until 20 January 2017 and your final pay date will be 2 February 2017”.

A P45 apparently issued to the claimant on 15 May 2017 cited 20 January 2017 as being the date of termination of the claimant’s employment for tax purposes (see page 38).

- 4.4 While on the sick the claimant submitted a grievance to Mr Dunn (JD) in a lengthy letter dated 27 September 2016 (see pages 6-7). In essence the claimant was complaining of breaches of health and safety and of a duty of care claimed to be breaches of provisions in the Equality Act 2010 (the claimant is not asserting that he was disabled and the Act does not apply) and the Employment Rights Act 1996: “Workplace defects”. He claimed that there had been a systematic campaign of workplace harassment, aggressive and intimidating behaviour triggering his occupational stress, and depression for which he was taking antidepressant medication and seeking counselling. He specifically cited MJ as being responsible for that conduct. He claimed that there was a foreseeable risk of harm to his physical and mental health. However he did not identify any specific incident or indeed any date or describe any incident.
- 4.5 JD responded on 28 September and investigated the grievance and invited the claimant to a grievance investigation in accordance with the respondent’s policy in the handbook which was incorporated in the statement of terms and conditions. The investigation meeting with the claimant took place on 11 October 2016. The notes of that hearing are at pages 10-11. I will refer further to those notes in dealing with issue 2. The claimant did identify some specific incidents involving MJ. JD had already known of the incident which had occurred on 25 August being in the factory at the time and having spoken to the claimant and JM after it. Apparently, and I accept this, they had at the end shaken hands. Shortly after that JD also formally interviewed Susan Atkinson (SA) (page 12) and Chris Cheetham (CC) (page 13), shortly after the interview with the claimant. MJ was also interviewed after his return from holiday (see page 14), but the date of that interview was unclear. There is some evidence that JD also spoke informally to others also named by the claimant in the grievance investigatory meeting including Mark Murphy who I believe, I hope I am correct about this, was the claimant’s supervisor. But JD took no notes of these conversations and is vague as to what they revealed. On 4 November 2016 JD wrote a grievance outcome letter to the claimant effectively rejecting the substance of the claimant’s complaint that JM had conducted or led a campaign of harassment and that he represented a danger to the claimant or others. I am going to quote the letter in some detail:-

“My conclusions are that whilst there does seem to be some evidence of Martin behaving in an unprofessional manner towards you I do not believe on the balance of probabilities that he has intended to physically threaten you or has behaved in a truly aggressive and intimidating manner. I could not find any evidence of any incident other than the saw and the box incidents. (That is a reference to the incident on 25 August). Martin does admit to losing his temper on this particular occasion as he was angry and felt he had nearly lost a finger and in his mind it was because of your actions. During our meeting you did not admit that on that occasion you had misjudged where the saw was going to stop. As such, while there was some mitigating factors I agree that Martin should not have behaved in that manner towards you. This is not something we would condone and this will be dealt with internally in line with our policies and procedures and appropriate action will be taken.

As a conclusion the witness statements I have gathered in respect of being bullied by Martin Jones doesn't give me enough evidence to support this grievance and my findings in that respect is Martin may have behaved inappropriately on one occasion but not to the extent that you have described. As such your grievance is in the main not upheld. I accept that Martin may have behaved aggressively on one occasion and this part is upheld but I cannot accept that he is leading a campaign of harassment against you or that he poses a danger to yourself and others, and on those points your grievance is not upheld. I also take into account that you both work in different areas of the factory and don't have a direct working relationship in the workplace.

Going forward both parties will be asked to maintain a professional relationship at all times and I expect that from you and from Martin both.

If you believe that us organising some form of mediation session between yourself and Martin would assist going forward then please let us know and if both parties consent then we will put this in place. Of course if there was any further incident which caused you upset or distress I would ask that you report it in a timely manner to ensure that we can deal with it appropriately. We do take such report very seriously and disclosures made in that respect will be fully investigated in and dealt with”.

- 4.6 On 8 November 2016 the claimant wrote to Mr Pardoe giving notice of appeal (pages 17-18) claiming that JD's letter was contradictory and ambiguous in content and objecting in particular to mediation with MJ on the basis that he was the aggressor and should be dealt with by instant dismissal for gross misconduct.

- 4.7 Mr Pardoe acknowledged the appeal letter and arranged a hearing on 1 December 2016. The notes are summarised at pages 20-21 and there is a full transcript of the recorded interview prepared by the respondent's side at pages 53-61. Mr Pardoe's outcome letter was dated 19 December (see pages 22-23). This is a quotation of part of it:-

"There are two issues for me to consider. (1) You claim that Martin Jones acted aggressively towards you on a number of occasions. (2) You claim that Martin Jones has led a campaign of harassment against you.

My investigations have found that the decision of John Dunn to reject your grievances (in the main) was the correct one and consequently I cannot uphold your grievance appeal for the following reasons:

Issue 1 – I have spoken to Mike Murphy who confirms an argument occurred between yourself and MJ but that's all it was, an argument with no real aggression from either party. In respect of the box incident I do find Martin Jones acted aggressively but due to the mitigating factors and you having agreed that there was a potential misjudgement on your part I feel that it is appropriate to consider this to be a one off incident and to deal with it on that basis. Whilst I do not condone Martin's behaviour on that day I agree with the conclusions reached by John that this incidence does not show a campaign of harassment targeted at you. I can confirm that this particular incident has been dealt with internally with Martin Jones. Due to confidentiality reasons I am not at liberty to disclose the details of the action taken.

Issue 2 – as per the above I have found no evidence to substantiate your claim that Martin Jones carried out a campaign of harassment against you therefore this part of your appeal is unsuccessful. I have reviewed the evidence available and I cannot find anything to substantiate your version of events. You have not at the appeal hearing brought anything further which would suggest the investigation carried out by John was unsatisfactory or incomplete".

And then a little later he says:-

"Also you have refused to sit down with me and Martin Jones to try to resolve the current situation. I don't know what else I can offer only to say that I would like to see you back at work in the very near future. If you have any other suggestion to make which would assist you in returning to work do not hesitate to let me know".

- 4.8 The claimant resigned by letter sent by post on 20 January and the respondent responded as already cited above.

- 5 The time point which has arisen was not one originally identified by the respondent or indeed the claimant. It was first noted upon the basis of the contents of the ET1, which identified the EDT as being 20 January and also it was noted by myself from the early conciliation certificate when I examined the file on 9 October 2017. The respondent has responded by taking the time point. Mr Bunting responded in a written skeleton argument citing **Horwood v Lincolnshire County Council UKEAT 0462/11**, a decision of Mrs Justice Cox. In that case the claimant wrote a letter addressed to the respondent's CEO and another dated 27 January 2010 resigning with immediate effect alleging fundamental breaches of conduct by the respondent. The letter was sent on 28 January 2010 by special delivery. It was date stamped as received on 29 January 2010 at an office where the CEO did not work nor the other person to whom the letter was addressed. It was opened on 29 January, a weekend intervened and it was not read by either of the addressees until 1 February. The respondent responded by accepting the resignation stating in the letter with effect from 2 February. The claimant submitted her ET1 by first class post on 28 April and it was received by the Employment Tribunal on 29 April 2010 which was effectively one day out of time if the effective date of termination was the date of receipt of the resignation letter. Cox J upheld the Employment Tribunal's decision that the effective date of termination was the date of receipt of the letter but not its opening or the date it was read by the intended recipients - see paragraphs 50-53 of the judgment. Mr Bealey accepts that that part of the decision means that the receipt by the respondent of the claimant's letter on 23 January 2017 was the effective date of termination in this case but relies upon a secondary argument that the contents of the letter giving notification of a resignation with immediate effect from 20 January was accepted by the respondent in its response constituting a binding agreement that the effective date of termination was indeed 20 January 2017. He relies upon a further decision of the EAT in **Palfrey v Transco Plc [2004] IRLR page 916**. This point was also taken in different circumstances by the claimant in **Horwood** as a secondary argument because the respondent in that case upon reading the letter received on 29 January 2010, on 2 February HR had written to the claimant stating that "Your resignation will commence from the date of the letter dated 2 February 2010". In **Horwood** it was thus alternatively claimed that the effective date of termination had been put back to 2 February 2010 meaning that her claim was presented in time. Mr Bealey also argued that the facts in the present case were similar to those in **Palfrey** where the claimant had originally resigned on notice given on 25 February 2003 citing a last day of work on 31 May 2003. Subsequently however following negotiations it was agreed between the parties that the final leaving date was 31 March 2003. The claimant did not present her complaint of unfair dismissal within three months of that date and claimed that the effective date of termination remained 31 May 2003 despite the parties' agreement. There is in my view a fundamental distinction between the factual situation in the claimant's present case. In this case the respondent is attempting to backdate what was in fact the effective date of termination namely 23 January to the date of the letter. In **Palfrey** the situation was different. The resignation was on long notice. It was open to the parties to agree an earlier date of expiry of that notice in the future but that is different to antedating an effective date of termination which has already occurred. This distinction is made clear in

paragraph 58 of Cox J's judgment by reference to the Court of Appeal decision in **Fitzgerald v University of Kent at Canterbury [2004] ICR page 287:-**

“The EAT was referred in that case to the decision of the Court of Appeal in **Fitzgerald v University of Kent** where after the claimant's employment had terminated on 2 March it was agreed between the parties that the claimant should be treated as having accepted retirement as from 28 February”.

That is precisely the situation which arises in the present case although in slightly different circumstances. In his judgment Lord Justice Sedley described the EDT as a statutory construct which depend on what has happened between the parties over time and not on what they may agree to treat as what has happened. The parties were free to make binding agreements for pensions, or other purposes outside the statute, fixing dates that do not correspond with events. However an agreement whereby subsequent to the EDT a date was arrived at consensually and antedating the EDT clearly fell within the description of a provision in an agreement which purports to limit the operation of section 111 of the 1996 Act and thus of section 97. In these circumstances the court was not prepared to allow a situation where after the EDT the parties sought to rewrite what had happened. That case was decided on entirely different facts and was held to be of no assistance to Mr Palfrey. Later at paragraph 62 of her judgment Cox J says:-

“Indeed the decision in **Fitzgerald** indicates that for good reason it is not open to the parties to seek retrospectively to alter an EDT and to bypass the effects of section 97. A clear distinction is to be drawn between cases such as **Palfrey** where the cases reach a clear agreement as to an earlier termination date during the notice period in cases such as the present where the employee herself resigns with immediate effect and effectively communicates that decision to her employer whereupon the EDT is fixed and cannot retrospectively be altered”.

6 **Issue number 2**

Section 95(1)(c) of the Act provides:-

“For the purposes of this Part an employee is dismissed by his employer if and only if the employee terminates the contract under which he is employed (with or without notice) in circumstances in which he is entitled to terminate it without notice by reason of the employer's conduct”.

There are three judgments which explain the concept of constructive dismissal. The first is the well known passage in Lord Denning's judgment in **Western Excavating ECC Limited v Sharp:-**

“An employee is entitled to treat himself as constructively dismissed if the employer is guilty of conduct which is a significant breach going to the route of the contract of employment; or which shows that the employer no longer intends to be bound by one or more of the essential terms of the

contract. The employee in those circumstances is entitled to leave without notice or to give notice but the conduct in either case must be sufficiently serious to entitle him to leave at once”.

The next passage is from the case of **Woods v WM Car Services (Peterborough) Limited**:-

“It is clearly established that there is implied in a contract of employment a term that the employers will not without reasonable and proper cause conduct themselves in a manner calculated or likely to destroy or seriously to damage the relationship of trust and confidence between employer and employee. Any breach of this implied term is a fundamental breach amounting to a repudiation since it necessarily goes to the root of the contract. To constitute a breach of this implied term it is not necessary to show that the employer intended any repudiation of the contract. The employment tribunal’s function is to look at the employer’s conduct as a whole and determine whether it is such that its cumulative effect judged reasonably and sensibly is such that the employee cannot be expected to put up with it”.

The third case refers to the final straw principle laid down in **London Borough of Waltham Forest v Omilaju**:-

“In order to result in a breach of the implied term of trust and confidence a final, not itself a breach of contract, must be an act in a series of earlier acts which cumulatively amount to a breach of the implied term. The act does not have to be of the same character as the earlier acts. Its essential quality is that when taken in conjunction with the earlier acts on which the employee relies it amounts to a breach of the implied term of trust and confidence. It must contribute something to that breach although what it adds may be relatively insignificant so long as it is not utterly trivial. The final straw viewed in isolation need not be unreasonable or blameworthy conduct. However an entirely innocuous act on the part of the employer cannot be a final straw even if the employee genuinely but mistakenly interprets the act as hurtful and destructive of his trust and confidence in the employer. The test of whether the employee’s trust and confidence has been undermined is objective”.

I also need to refer to a passage in the judgment in **W A Gould (Pearmak Limited v Connell**:-

“There is a fundamental implied term in a contract of employment that an employer will reasonably and promptly afford a reasonable opportunity to its employees to obtain redress of any grievance they may have.”

That must also apply to the adequacy of the grievance process.

I do not pretend that I have found this an easy decision to make. On the one hand the claimant is relying upon two particular instances of behaviour by JM in the past of which he did not make complaint at the time. The first was in March

2016 where he asserts that JM shouted and swore in the claimant's face and threatened to put the claimant's head through a wall. I accept as a matter of fact that the fact that there had been some sort of incident was however mentioned by the claimant to Mr Dunn and Mr Pardoe at the appraisal meeting in April 2016. I accept that Mr Pardoe had actually forgotten about it but Mr Dunn truthfully has agreed that some sort of incident was mentioned by the claimant but the claimant also said that he did not want anything made of it at that time. I accept however that the incident did occur as described by the claimant whom I have accepted in this respect as being a witness of truth. Secondly, I also accept that there was a second incident in May 2016 when MJ was again aggressive and threatening to the claimant and threatened to take him out to the car park. This was an obvious threat to do him injury. Again however the claimant did not report it or make any formal complaint. Thirdly there was the incident on 25 August. This was reported to JD by the claimant at the time. I have accepted that after JD spoke to both they did shake hands. The claimant did not immediately make a complaint but he did so subsequently. I accept that he felt intimidated at the time. Broadly speaking I have accepted that the incidents occurred as described by the claimant.

The starting point therefore is that on at least three occasions I accept that the claimant was threatened with violence by a very irate fellow employee in the course of the fellow employee's employment by the respondent. That in itself is capable of being repudiatory conduct by the employer, even if the employer does not become aware of it until later. When he does become aware of it he should do something effective about it. This is to be looked at against the background that there is evidence to injury to health of the claimant.

Next, the claimant had the right having raised a grievance formally on 27 September to have it investigated properly, but obviously not to the standard one would expect of for example a police investigation. In this case I find that there were failings by Mr Dunn who appears to have taken steps to investigate the August incident but to have largely ignored the earlier incidents. I am also concerned that JD appears to have treated the claimant's conduct in relation to the incident on 25 August and in causing a potentially hazardous situation in the saw incident as equivalent to JM's response to it. He agreed with the contention put to him in cross-examination that he looked at it as being six of one and half a dozen of another. This ignores in my view two matters. First the fact that JM had form for this particular type of conduct. Also SA's statement at page 12 provides some corroboration that JM was threatening in his behaviour in the August incident and it is no answer to say that his conduct, as it was suggested, was unintentional and it was also the fact that SA mentioned that JM had earlier threatened to put the claimant through a wall which was incident number one. However JD did not attribute any significance to that evidence. Finally as to the investigation there were people who were not interviewed or not formally, including MM who one would expect should have been interviewed and a note taken of what he had to say. It is unclear what he did in fact say about this matter. It was not a fair conclusion to the grievance process that the claimant should be treated as being in any sense on a par with JM in respect of their conduct in August. There was a history of threatening behaviour by JM which

went unacknowledged. It was not an acceptable solution that the claimant should be asked to participate in mediation in those circumstances.

Furthermore, and this is of some significance, despite the contents of JD's letter of outcome and that Mr Pardoe there is in fact no evidence that JM was actually given any warning of any kind formal or otherwise and the claimant does not accept that he was. It is correct that the claimant has failed to produce any medical evidence supporting the contention that his stress/depression was caused specifically by the conduct of JM but he did submit sick notes citing work related stress. This was enough in my view to put the respondent on enquiry that the claimant was being seriously affected by JM's conduct at work. This made it all the more important that it was properly investigated and it was not. I accept that in those circumstances there was a breach of the implied term of trust and confidence. The claimant was entitled to resign in response to it and did resign in response to it. It is not claimed that there was any affirmation of the contract. He remained on the sick almost immediately after and continuously from the date of the last incident. It is not a last straw case at all but if it were the last straw lay in the rejection or diminution of his grievance which was a justified grievance.

7 **Remedies**

The basic award is agreed between the parties as ordered above. As to the compensatory award, section 123(1) of the Act provides that:-

- “(1) The amount of the compensatory award shall be such amount as the tribunal considers just and equitable in all of the circumstances having regard to the loss sustained by the complainant and consequence of the dismissal insofar as that loss is attributable to action taken by the employer.
- (2) The loss referred to in subsection (1) shall be taken to include –
 - (a) any expenses reasonably incurred by the complainant in consequence of the dismissal ...”.

Mr Bunting who has conducted the claimant's case skilfully and realistically concedes that the power to award compensation for loss of earnings is limited in this case by the effect of the decision in the Court of Appeal in **GAB Robins (UK) Limited v Triggs [2008] ICR page 529**. I am satisfied that the claimant's psychiatric injury (which on the balance of probabilities was caused or materially contributed to by the conduct of MJ) and the financial loss of earnings flowing from that illness was caused by the pre-dismissal conduct and not from the claimant's dismissal even though he resigned in consequence of that conduct. The claimant remained off work and in receipt of ESA until the beginning of August 2017. The loss of earnings in that period cannot be the subject of a compensatory award under section 123. Nonetheless, Mr Bunting argues that he is entitled to claim a compensatory award for loss of earnings commencing from that date, 1 August 2017, because those losses do flow from the dismissal and not from the pre-dismissal conduct. I am satisfied that that is the correct analysis. Thus I have to decide what compensation it would be just and

equitable to award having regard to the loss sustained by the claimant since 1 August. The claimant chose to extend his hobby of repairing musical instruments into a business. He had previously been earning small amounts of money over the preceding two years when not at work with the respondent. That does not mean that he is not entitled to claim in respect of the period when he was running it as a business and as his sole source of income. The claimant has also relied since his going off on the sick not only upon the receipt of ESA but also upon his wife's earnings. Mr Healey for the respondent argues that the claimant has not mitigated his loss by seeking to find alternative employment at the same comparatively modest pay that he was receiving with the respondent. A further argument which he adopted from the Tribunal was that there was or would have been a chance that the claimant would have been dismissed unfairly in any event having been on the sick even if he had not resigned prior to August 2017. I accept the latter argument. It is in effect a claim for a **Polkey** reduction. I think that there was a 50% chance that the claimant would have been dismissed in any event. That leads to an initial reduction of 50% on the compensatory award. However I reject the respondent's argument that the claimant has failed to mitigate his loss after 1 August having elected to go into business on his own account. I find that this is a genuine enterprise and that the claimant has reasonable prospects of increasing his profits to the extent that there will not be any loss at all within three months of the date of the judgment. I also consider that if the business were to be unsuccessful within that period he would be failing to mitigate his loss were he not to seek or seek in addition alternative employment elsewhere. The calculation of the loss of earnings is as follows:-

7.1	Loss from 1 August to the date of the hearing – 10.6 weeks x £270.61 (net loss of earnings and Pension loss x 10.6	=	£2,868.47
	Deduct receipts from the business to date	=	<u>£1,954.25</u> £ 783.68
	Future loss @ £74.03 per week net x 12 weeks	=	£ 888.32

The claimant has claimed some £3,200 from the respondent as the cost of setting up with new equipment in the business. I accept that that is a genuine business expense but I do not consider it just and equitable that the respondent should be responsible for the whole of the cost. In those circumstances I award only half of that amount namely £1,600.

To that must be added loss of statutory rights. Mr Bealey argues that since he elected to go into self employment he is not entitled to that sum. I disagree. Whenever the claimant goes into employment he will still have the disadvantage of the loss of statutory rights. The total compensatory award is thus £3,749.54 which is to be reduced by one half to the **Polkey** principle.

Thus the total compensatory award amounts to £1,874.77.

EMPLOYMENT JUDGE HARGROVE

**JUDGMENT SIGNED BY EMPLOYMENT
JUDGE ON**

25 October 2017

JUDGMENT SENT TO THE PARTIES ON

2 November 2017

AND ENTERED IN THE REGISTER

P Trewick

FOR THE TRIBUNAL