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EMPLOYMENT TRIBUNALS

Claimant: Mrs J Khanom

Respondent: London Borough of Hackney (t/a Transport Solutions)

Heard at: East London Hearing Centre

On: 16, 17 January 2019

And (In Chambers) on 18 January 2019

Before: Employment Judge Allen

Members: Mr T Burrows

Ms J Owen

Representation

Claimant: Mrs P Mayenin (solicitor)

Respondent: Mr N Bidnell-Edwards (counsel)

JUDGMENT

The Judgment of the Tribunal is that the Claimant's claim is dismissed.

REASONS

- By claim form presented on 1 November 2017, the Claimant brought claims for unfair dismissal and unfavourable treatment because of pregnancy/maternity. Following a Preliminary Hearing on 15 January 2018, the claim for unfair dismissal was dismissed upon withdrawal leaving the pregnancy/maternity discrimination claim to be determined at this hearing.
- 2. The issues were identified at the Preliminary Hearing and it was clarified at the outset of this hearing that the Claimant's claim fell under subsections 18(2) and (4) of the Equality Act 2010. The unfavourable treatment complained of was that the Respondent did not give the Claimant an appointment to a permanent position as an employee. The Claimant contended that this was either because of the pregnancy or

because she was (or would be) seeking to exercise the right to ordinary or additional maternity leave. There was also an issue as to whether the claim had been brought in time.

- 3. An application to postpone the hearing was made at the outset on behalf of the Claimant on the basis of the unavailability of one of her witnesses, David Jennings, a driver that she had worked with at the Respondent. This application was refused upon the Respondent indicating that, as Mr Jenning's employer, it would ensure that he was allowed to attend the following day. Mr Jennings duly attended and gave his evidence on Thursday 17 January 2019.
- 4. An application by the Claimant for a witness order for Neil Coan, another driver at the Respondent, was refused on the basis that the tribunal was not presented with a draft witness statement or any documentation indicating that Mr Coan had been asked to give evidence and had refused to do so or given any good reason why this application was being made on the first day of the hearing.
- 5. The tribunal had an agreed bundle of documents, including 10 pages of new documents from the Claimant, admitted without objection from the Respondent. The tribunal granted an application by the Claimant opposed by the Respondent to admit one further page being an email dated 6 February 2018 to the Claimant's solicitor from Onay Kasab, the Claimant's former trade union representative. The tribunal agreed with the Respondent's submission that little weight could be attached to the content of such a document in the absence of Mr Kasab as a witness, but considered that the content of the document was relevant and therefore the tribunal admitted it and added it to the bundle.
- 6. The tribunal were given a skeleton argument from the Claimant and a list of issues from the Respondent. Unhelpfully, neither party sought to provide the tribunal with a chronology despite the importance of the timeline to this case.
- 7. The tribunal read witness statements and heard oral evidence from the Claimant; from the Claimant's husband's aunt, Musammet Gul Bahar Khanam; and from David Jennings on behalf of the Claimant; and from Lee Perry, Head of Hackney SEND Travel Assistance Service, for the Respondent.
- 8. An application by the Claimant on Day 2 of the hearing to bring back to life the withdrawn unfair dismissal claim was refused on the basis that it had been the subject of a judgment nearly 1 year ago and that such an application made after the close of the Claimant's evidence on the 2nd day of a 3 day case, was made far too late in that if it had succeeded, the hearing would have had to be abandoned, given the prejudice to the Respondent. In addition no good grounds were advanced for this application itself and no good reason was given for its timing.
- 9. The tribunal heard oral submissions from both parties after the conclusion of the evidence.

Findings of Fact

The Claimant was engaged via an Agency, SND Recruitment Limited, to supply her services as a Passenger Assistant (PA) to the Hackney SEND Travel Assistance Service also known as Transport Solutions, a part of the London Borough of Hackney.

- 11. The claimant first worked at the Respondent on 24 February 2016.
- 12. Mr Perry in uncontested evidence, described the service as follows in his witness statement:

The Hackney SEND Travel Assistance Service is a service provision which provides travel assistance to over 530 children/young adults with additional needs and/or medical issues. Utilising approximately 70 frontline staff and a fleet of buses it provides home to school transport for 250 children. . . .

The service had been run for many years with the use of agency staff filling the role of Passenger Assistant. A decision was taken to permanently recruit to all of the available positions of SEND Passenger Assistants.

The main duties of a SEND Passenger Assistant is to assist children and young people with special educational needs and / or disabilities to safely travel from their home to school/college in the mornings and return the afternoons; to ensure that passengers are picked up in the order specified by the schedule; to assist passengers and to ensure that passengers disembark the vehicle when it is safe for them to do so and are met by a parent/carer.

They must also ensure that passengers are seated comfortably and safely ensuring wheelchairs are clamped securely where required before the vehicle continues with its journey, to deal with any emergency relating to passengers help up to the level appropriate with their training and in accordance with the passengers care plan, for example administering medication such as buccal midazolam, suctioning/option oxygen and to liaise with carers and families as necessary and to maintain a professional manner at all times.

- 13. The claimant worked at the respondent for five days per week up to 21 July 2017 when she went on maternity leave. Initially she worked for 2 to 3 months with David Jennings, a driver, and another Passenger Assistant. Mr Jennings gave evidence that the Claimant was always very punctual and extremely hard-working; that she was diligent in her duties and caring towards the children and her colleagues; that in the time he worked with her he did not recall any incidents or any problems with other Passenger Assistants or children; and that she was extremely nice person who he recommended highly as an employee.
- 14. The claimant then moved in April 2016 to a route with Ike, a driver, and Mary, another Passenger Assistant. From the beginning of September, Neil Coan replaced Ike as the driver on that route.
- 15. In July 2016 the respondents invited agency workers to apply for permanent positions. The claimant applied and she was one of 42 successful applicants. A conditional offer was made by letter dated 3 August 2016 which stated:

I am pleased to offer you the part time, permanent (term time only) position of SEND Passenger Assistant.

[There followed a summary of the main terms and conditions of employment]

Conditions of the offer of appointment

The offer of appointment is subject to:

- Satisfactory references being received.
- Verification of your identity.
- Medical clearance.
- Confirmation of your right to work in the United Kingdom in accordance with the Nationality, Immigration and Asylum Act 2002 (as amended) (i.e. proof of National Insurance number).
- Proof of qualifications where relevant to your application.
 The offer is also subject to satisfactory police clearance (from the disclosure barring service).

. . .

What happens next?

Once you receive your DBS clearance, you must present to the original certificates to Sharon Once all the checks are satisfactory, we will contact you to confirm your employment and agree your start date.

We will then send the forms you need to complete to be added to our payroll and your contract of employment.

- 16. At some point after that, the Claimant met all of the conditions of the offer. The Respondent did run into some problems in obtaining information promptly from and about some of the other successful applicants and as a result, rather than everyone being appointed on the same date (which the Respondent had originally hoped to do prior to the 14 December 2016 paydate), in fact new employees were started in a number of batches over a number of months between late 2016 and early 2017.
- 17. The claimant was never made a permanent employee.
- 18. In September 2016 Lee Perry started as Head of Hackney SEND Travel Assistance Service. Prior to his appointment, he had held a similar position at Tower Hamlets.
- 19. The claimant gave evidence in her witness statement that in or around September/October 2016 there was a two week period when due to a problem with her daughter's child-minder, the Claimant requested other work colleagues to cover for her if she left 10 minutes early. When this came to light Mr Perry contacted her and she apologised to him.
- 20. In the early November 2016 Mr Perry overheard some conversations between staff members and the supervisor Brian Kalicharan about the performance/conduct of the Claimant. When he questioned the supervisor, he was told that the staff on the bus allocated to work with the Claimant had been complaining that she did not work as part of a team and avoided duties expected of the role. He was also told that this was not the first time complaints had been raised by other staff members but that staff members were very reluctant to make specific statements on

record or to write details down. Mr Perry told the tribunal that he asked that the claimant be given the benefit of the doubt and moved to another route with experienced staff so that a further assessment could be made of her performance. There is no written record of any of this. In oral evidence Mr Perry referred to having kept a notebook. No such notebook was been disclosed as part of this litigation.

- 21. In summary the concerns were: that C was allegedly not engaging correctly with children and would actively walk away from interacting with children that were in any way problematic; that she would not act as part of a team with other members of the bus crews and would read books whilst on the bus and avoid cleaning duties on the bus; and that she would unreasonably object to the type of music played on the bus.
- 22. On 11 November 2016 as a result of these concerns being raised Mr Perry sent an email to Sharon AMS-Brown in human resources stating "Could you put a hold on the recruitment of Jahanara Khanom as I have had some information put to me which raises questions whether she is suitable. I will be having a discussion with her and will update you further next week."
- 23. Mr Perry told the tribunal that at about this time, the Claimant was moved to another bus in order that he could get more information from other staff about her performance. The Claimant denies that she was moved at this time. It seemed to the tribunal that the Respondent could have produced a document to evidence such a move having take taken place but it had not done so and although we accepted Mr Perry's evidence as to what he had been told and that the Claimant had been moved at some point, we could not make a finding that he was correct about the timing of this move.
- 24. On Friday 11 November 2016, Mr Perry was sent an email from HR with a list of 23 people, including the Claimant, being the latest batch of those said to have satisfactorily complied with the reference requirement in the conditional offers. Mr Perry responded to HR by email on the 14th of November 2016 indicating that he was happy for everyone else on the list to start except for three people, one of whom was the Claimant.
- 25. Mr Perry told us that one of the other three people did not have a valid visa at the time but that this was subsequently rectified and that one of the three people did not ever produce a valid visa and so was never taken on at all. He told the tribunal that his reason for including the Claimant on this list was because of the performance concerns that he had been told about.
- 26. Mr Perry accepted in oral evidence that he did not ever put the specific performance concerns to the Claimant and he accepted that this made it difficult for her to know how best she could improve (or indeed that she was required to do so). He indicated to the tribunal only that he had told her that he had some 'issues'. Those issues were clearly not sufficiently serious for him to contact the agency to have the Claimant removed from her post at the Respondent and she remained in that role via the agency

until she left to go on maternity leave.

27. The Claimant's evidence, which the tribunal accepted, was that she first notified the Respondent of her pregnancy by telling Jane Nash, Scheduler, on or about 23 December 2016. In any event Mr Perry clearly knew of it by 3 January 2017 because on that date, he sent an email to human resources which stated "We have today just been advised by Jahanara Khanom that she is pregnant and wishes to be removed from her current role, given that we had her on hold what is her status/entitlement to maternity benefits? Presumably we cannot now not employ her as it could be seen as discrimination?"

- 28. On 4 January 2017 in reply to this email, Mr Perry was told by human resources that "as her contract was previously on hold for reasons of suitability it wouldn't be discrimination not to issue a contract now that she's pregnant, as the reason for not issuing contracts still remains. As for any maternity entitlements, that would be the responsibility of her agency as they are currently her employer. She may be entitled to some maternity pay, which she wouldn't be if she were taken on by the trust now."
- 29. On 6 January 2017 the claimant submitted a statement of fitness for work from her GP to Jane Nash, which stated that she may be fit for work, suggesting amended duties to avoid heavy lifting until the Claimant has been seen by an obstetric team.
- 30. The tribunal accepted the Claimant's evidence that following this medical certificate, she was told that she would have to change rounds to work with children who were less likely to be violent and where there were no heavy wheelchairs for her to deal with. The tribunal accepted that there followed a period in which the Claimant was not allocated duties on some days before she was allocated a new stable route.
- 31. Towards the end of January the claimant raised questions with Jane Nash and Lee Perry concerning the start date for her permanent position. At an informal meeting with Mr Perry, he told her that she would be better off getting maternity pay from her agency and that she should contact her union for advice.
- 32. In February 2017 the claimant was changed to a new stable route where she worked alongside Goldy, another Passenger Assistant.
- 33. The claimant did contact her trade union and on the 2 February 2017 Onay Kasab from Unite contacted Mr Perry by email stating "The member is asking for advice in relation to maternity leave and specifically any disadvantage she would be under should she transfer from the agency. Are you able to let me know please if any advice has been given to the member to date by Hackney?".
- 34. Mr Perry responded on 2 February 2017 stating "Jahanara has been told that she needs to speak to her agency regarding the maternity pay she will be entitled to, but I have also provided her with information... this

shows that she will be entitled to maternity pay via her agency, if she joins Hackney she will not be entitled to any maternity pay." Neither Mr Kasab nor Mr Perry mentioned the permanent contract or performance concerns at this point.

- 35. Mr Kasab replied to Mr Perry on 8 February 2017: "Jahanar has considered the position and accepts that she will not receive maternity pay. However, she does still wish to be considered for a Hackney contract. Can I therefore ask that she is considering using the same process that has applied to other staff."
- 36. Mr Perry replied on 10 February 2017 "I did advise her that she needed to seek professional advice as I do not believe it is in her interest to forfeit entitlement to maternity pay? She has mentioned that she requires a contract for obtaining a mortgage though any provider would look at period of continued employment which she currently has. We still have concerns that she has not shown improvement in her abilities to cope with special needs children despite moving her to lighter roots with less complex children."
- 37. Mr Kasab replied on 13 February 2017 " . . . I have spoken with the member and she remains very clear that despite the pay issue, her preference is to move to a permanent contract. Can I please therefore ask that this is reconsidered" to which Mr Perry responded later the same day "We have recently placed her on another route with less complex children (hearing impaired) to see how she copes with that. Based on feedback we can make a decision but she does appear to struggle."
- 38. Unfortunately the Claimant's relationship with Goldy was not positive. The Claimant and Goldy went to see Mr Perry about this and the Claimant indicated that she did not wish to sit at the back of the bus which was uncomfortable and sometimes painful for her stomach when the bus went over speed bumps causing her to worry about her pregnancy. The Claimant told him that Goldy refused to sit at the back. Mr Perry tried to mediate and suggested that they take turns in sitting at the back. On another occasion the Claimant and Goldy disagreed as to the responsibility for a child that had fallen on the bus. Ultimately the Claimant and subsequently Goldy were removed from that bus.
- 39. After that move, Mr Perry told the tribunal that he was told that the Claimant's new co-workers also complained about her. The Claimant denied that there were any problems and the Respondent had not documented anything. Mr Perry told the tribunal that he had been told in early 2017 that the Claimant had requested that bus drivers collect her from her home, which was off route. He says that he was also told that, when asked about Goldy, the Claimant had mentioned that Goldy was of lower caste to her. The Claimant denies this, stating as a Bangladeshi Muslim, she had little understanding of caste.
- 40. Mr Perry says that when he asked to see the Claimant, he was informed that she would not meet him with out a 'lawyer friend'. The Claimant denied this and said that she had only asked for a colleague, because

Mr Perry had previously been dismissive of her concerns.

41. Mr Kasab chased for progress on 8 March 2017 and on 10 March 2017, Mr Perry told him "we do have further concerns as there has now been issues raised between JK and another employed passenger assistant. When questioned JK felt it necessary to mention that the other passenger assistant was of a lower caste to her, which is neither relevant or appropriate which gives me cause to question whether she is suitable to offer a contract. She is currently spare whilst we look for another route." This information was all information which had been passed to Mr Perry from the supervisor, Brian.

- 42. It is difficult for the tribunal to come to any firm conclusions about the accusations against the Claimant, given the paucity of evidence. However, it is clear that in the period after the start of 2017, Mr Perry was not receiving the positive feedback about the Claimant which would have caused him to unfreeze her potential recruitment.
- 43. On 17 March 2017, Mr Perry contacted human resources stating "I have tried to arrange an informal meeting with JK to resolve issues around working on the last round she was allocated but she has refused without the presence of someone else (assumed to be a lawyer friend). Could you confirm that she has no employee rights with us (they rest with her agency, SEND) and that our originally offer of employment does not guarantee her the right to be offered a contract. (irrelevant of whether she is pregnant or not)".
- 44. Mr Kasab chased for an update on 25 April 2017 and Mr Perry replied on 26 April 2017 "when I have tried to arrange further meetings with JK I was told she would not attend without a lawyer friend present. Given that we had serious concerns about developments between her and another member of staff she was removed from the route as was the other passenger assistant and JK was given work on another route. The feedback I have received has still been mixed but I am happy to discuss this with JK subject to the normal probation period which will be interrupted by her pregnancy. While you may consider this process has taken sometime, I, on behalf of the service would not want to be employed staff that do not show full commitment to the post and appear to dismiss advice offered (JK will be by taking on role forfeit any entitlement to maternity/sick by the agency she is employed by?)" In Mr Perry's oral evidence when asked by the tribunal whether the last part of this email meant that part of his decision not to give the Claimant a permanent contract was based on her rejection of his advice about maternity pay, Mr Perry replied that that did not form part of his reasoning.
- 45. The Claimant, frustrated by the lack of progress in getting her permanent position, when to the Citizens Advice Bureau, who helped her to write a letter dated 9 May 2017 asking for her permanent post to be confirmed.
- 46. On 17 May 2017, Mr Perry contacted Mr Kasab about this letter from the Claimant stating: "I received a letter from JK requesting a meeting with

your involvement regarding her recruitment. I have serious doubts that is going to be possible without a major improvements in her performance and attitude and that the service is expected to accommodate her needs. Whilst I have had the conversation before it doesn't appear to have improved matters."

- 47. Mr Kasab replied on 19 May 2017 stating "My concern is that important decisions are being made on feedback where our member does not have a formal right of response. If she were an employee, there would be an investigation and the process. Her current agency status means that this does not take place as she is not an employee. My suggestion is that the Council does now formally offer our member the post. This will include a probationary period. If there are performance issues they can be formally dealt with by a process which allows our member to defend herself but which also allows the employer to make a decision that the probation is failed, should there be evidence to back this up."
- 48. Human resources then wrote to Mr Kasab stating that "HR would advise against the hiring of any employee if the manager has misgivings about their suitability during the pre-employment stage. It's simply would not make sound business sense, not to mention disruptive to the existing workforce. . . . Lee has attempted to address these issues directly with Jahanara on several occasions, and moved her to alternative routes on four occasions to address the feedback he has received. He will continue to make as many suitable adjustments as possible to meet both Jahanara's needs, and those of the drivers and escorts she works with." The email went on to suggest a meeting, which Mr Kasab agreed with and then there were a number of emails going back and forward to agree a date and time, finally arriving at 5 July 2017.
- 49. On 5 July 2017, Mr Perry, Mr Kasab and Sharon AMS-Brown met to discuss the Claimant. Surprisingly, the Claimant does not appear to have been invited to this meeting and no record appears to have been taken. At the meeting the Respondent indicated to Mr Kasab that it had performance concerns and that the Claimant would not be appointed to a permanent role as a result. Mr Kasab conveyed this to the Claimant. A formal grievance was made by Mr Kasab on 7 July 2017. The Respondent issued no communication directly to the Claimant about the withdrawal of the offer of permanent employment and did not directly respond to either the Claimant's letter of 9 May 2017 or Mr Kasab's formal grievance of 7 July 2017.
- 50. The Respondent continued to use the Claimant via the agency up to 21 July 2017 when she went on maternity leave. Her baby was born at the end of August 2017.

Conclusion on Time Limit Issue

51. The ET1 claim form was presented on 1 November 2017. The early conciliation period was 21 September 2017 to 21 October 2017. The latest date that was in time was therefore 21 June 2017.

The Respondent's case put to the Claimant in cross examination was that she was aware prior to Christmas 2017 (and prior to her pregnancy) that a decision had been made not to offer her a permanent position. The evidence before the Tribunal did not suggest that this could be correct. Mr Perry did not ever directly tell the Claimant that she was not going to be taken on permanently and he did not ever directly tell her of the specifics of his concerns about her. The Respondent did not write to the Claimant about these matters and did not write to her clearly withdrawing its conditional offer based on its performance concerns.

- 53. The Tribunal considered that the Claimant must have known that there were performance concerns via her trade union representative by late February 2017 however there was no definitive communication at that point from the Respondent.
- 54. The tribunal rejects the Respondent's assertion that Mr Perry made a definitive decision not to hire the Claimant in November 2017. The Respondent's evidence including that of Mr Perry in his witness statement and his oral evidence, suggested that the possibility of a permanent job was still open prior to the communication of 5 July 2017. It was only made clear to the Claimant via her trade union representative on 5 July 2017 that she was not to be taken on permanently. Therefore, the Claimant's claim based on that action of the Respondent is in time. In any event it would have been just and equitable to have allowed the Claimant's claim out of time, given that the Respondent could have notified the Claimant directly but did not do so.

Conclusion on Substantive Issue

- 55. The unfavourable treatment was the decision not to give the Claimant the permanent position that she had been offered on 3 August 2016. The question for the tribunal was whether that decision was made because of pregnancy or an anticipation of a request for maternity leave under section 18(2) or (4) Equality Act 2010 (in short below 'the pregnancy / maternity').
- The first question is whether the Claimant had proved facts from which the tribunal in the absence of an explanation could conclude that there had been discrimination. In addressing this question, the tribunal took into account that, in deciding whether there are such facts, it is important to bear in mind that it is unusual to find direct evidence of discrimination and that it may need to draw inferences.
- 57. The Respondent accepted that the Claimant had met the conditions set out in the conditional offer of 3 August 2016. The Respondent's position was that performance concerns, and not the Claimant's pregnancy was the intervening factor which ultimately denied the Claimant a post.
- 58. There were undoubtedly some deficiencies in the Respondent's case. The tribunal was concerned at the evasive nature of some of Mr Perry's answers to questions and rejected his suggestion that he had come to a firm conclusion in November 2016 which was contradicted by the

content of his own witness statement. We were told that Mr Perry's performance concerns were based on 3rd hand information reported to him by the supervisor, Brian, who in turn had received information from the Claimant's co-workers. Brian was not called by the Respondent to give evidence. None of this was recorded in writing. The Tribunal has insufficient evidence to conclude whether or not the Claimant was actually deficient in any way in the operation of her duties. The absence of written evidence was also striking in that, despite the attendance of Sharon AMS-Brown at the meeting on 5 July 2017 with Lee Perry and the Claimant's union representative, Onay Kasab, there is no note of that meeting; and that not only was the Claimant not directly informed of any specific concerns about her performance, she was also never sent correspondence telling her that the conditional offer had been withdrawn and the reason for that withdrawal. Even taking into account that the Claimant was an Agency worker and not an employee, she was still a prospective employee and the Tribunal considered that the Respondent's practice was poor and that the Respondent had in part brought this case upon itself due to its failings in communication. The Tribunal took this poor practice into account when arriving at its conclusions as to whether the decision was because of pregnancy / maternity.

- 59. The Respondent's actions failed to give the Claimant a fighting chance to improve and failed to ascertain clearly whether her reported deficiencies had been accurately conveyed to management. It did not however follow that those failures were because of pregnancy / maternity.
- 60. The tribunal have found that Mr Perry was notified of concerns about the Claimant in or about November 2016 and the tribunal noted that the Respondent's failure to notify the Claimant of the specific concerns about her performance occurred in both 2016 and 2017, before and after her pregnancy, which did not suggest that this was pregnancy related.
- 61. The tribunal took into account Mr Perry's witness evidence at paragraphs 11, 26 and 28 of his witness statement that he wished to give the Claimant the benefit of the doubt, moving her to different routes to see whether her performance improved. The tribunal accepts that whenever precisely the moves were actually made, a purpose behind those moves was to see if feedback on the Claimant became more positive. The move in January 2017 was also in light of the medical certificate dated 6 January 2017. The tribunal also noted the internal communications between Mr Perry and HR from 3 and 4 January 2017 onwards and the communications with the Claimant's union representative between February and May 2017 (all cited above) which clearly indicated that although, at the start of 2017, a final decision had not yet been made to deny the Claimant the job that she had been conditionally offered, Mr Perry was looking for evidence of improvement, without which he was not minded to give the Claimant a permanent contract.
- 62. The Claimant's pregnancy was on Mr Perry's mind in the relevant period in two regards: The tribunal considered that Mr Perry hoped that he could be spared making the decision not to recruit the Claimant by utilising the argument that the Claimant would be better off to remain with the Agency

so that she could obtain maternity pay, which would not have been forthcoming from the Respondent. The Claimant, however, had her own reasons for rejecting that proposition. The tribunal also noted that Mr Perry in his communications with HR indicated that he was aware of the danger of a discrimination claim from the Claimant. However the tribunal did not consider that either of these matters suggested that the ultimate decision could have been because of the pregnancy / maternity.

- 63. The tribunal considered that the Claimant had not proved facts from which the tribunal could conclude, in the absence of an adequate explanation, that the Respondent has committed an act of discrimination. In addition the tribunal considered that if the burden had shifted to the Respondent, on balance of probabilities and even taking into account the inadequacies in its practice discussed above, it had discharged that burden in that the tribunal accepted the evidence of Mr Perry that the reason for his decision not to recruit the Claimant was based on the concerns that were reported to him about her performance in 2016 and which continued to be reported to him in 2017 and that he was not satisfied that there were signs of improvement and that this was not in any sense because of the pregnancy / maternity.
- 64. It follows that the claim for pregnancy / maternity discrimination under s18(2) and (4) Equality Act 2010 is dismissed.

Employment Judge Allen

23 January 2019