

EMPLOYMENT TRIBUNALS London Central Region

Heard by CVP on 2 and 3/11/2022 In Chambers 4/11/2022

Claimant: LYRA DUNSEITH

Respondent: SOS FOR BUSINESS ENERGY AND INDUSTRIAL STRATEGY

Before: Employment Judge: Mr J S Burns Members: Ms Z Darmas and Mr T Cook

Representation

Claimant:Mrs L Mancau (Counsel)RespondentMs J Gray (Counsel)

JUDGMENT

- 1. The claim for unauthorized deduction from wages is dismissed on withdrawal by the Claimant.
- 2. The claims under sections 15, 20 and 21 Equality Act 2010 are dismissed.

REASONS

- 1. The live claims were for discrimination arising from disability, and failure to make reasonable adjustments. The Claimant contended that her pay should not have been reduced during three periods between 12/1/21 to 9/7/21, and her absences should have been treated as paid disability leave.
- 2. Mrs Mancau confirmed that there is no claim for late payment of sums paid and Ms Gray confirmed that the Respondent did not take any time points.
- 3. We heard evidence from the Claimant and then from Ms F Hodkinson, an Economic Advisor employed by the Respondent. We found both to be honest and reliable in giving their evidence.
- 4. Half-way through the hearing the EJ disclosed that a relative of his works for the Respondent. After an adjournment, both parties confirmed that they had no objection to him continuing to sit on the case.
- 5. The documents were in a bundle of 673 pages and in addition we were given an agreed Chronology and Schedule of the Claimant's absences from 4/1/21 to 31/7/21 (reproduced in the Schedule to these reasons). In closing we received written and oral submissions from each side. We reserved our decision.

Facts

- 6. In summary, the Respondent's sick-pay policy provides that an employee such as the Claimant (who was under modernised contractual terms), was entitled as a consequence of her accrued length of service by 2019, to 5 months full sick pay and 5 months half sick pay in any one year, and to a total of ten months (310) days in any rolling 4 year period. These limits were subject to possible extensions of a maximum of 40 days fully paid leave in any 4 year period, if warranted by exceptional circumstances, for example: for every-day ailments unrelated to the original illness; where time off work is needed for continuing treatment of the original illness; and to recover from debilitating side effects. Where SP is exhausted SSPR (sick pay at pensionable rate) may be used at the discretion of the manager for up to 12 months.
- 7. In summary, the Respondent's disability leave policy provides for paid disability leave for employees which may be granted on a discretionary basis where an employee is unable to work because they are (amongst other things) having treatment relating to their disability or rehabilitating following treatment for disability. It does not count towards limits for attendance management purposes/sickness absence. DL must not be used where an employee is absent from work due to sickness whether or not the sickness is directly related to the person's disability: It applies to fixed periods of absences or leave that are usually known about in advance. It does not include absences needed to recover or recuperate from a specific illness or operation when an employee would not normally have been at work: Where 4 weeks is exceeded in a rolling 12 month period managers should seek advice from HR: DL does not cover all-day medical appointments which are not directly related to an employee's disability: The policies mandate that in the case of long-term absence, DL is considered to be appropriate for days off for treatment related to disability and for rehabilitation but not for the effect of that treatment. 'Rehabilitation' relates to specific interventions to reduce the impact of disability.
- 8. In summary, the Respondent's special leave policy exists to enable employees to be paid in full while participating in certain activities, such public duties, volunteering, or dealing with unexpected emergencies. It is not usually used to cover sickness or disability related absence.
- 9. The Claimant commenced work with the Respondent as an Operational Research Analyst on 1/11/2015. The Claimant's employment is continuing.
- 10. In October 2018 the Claimant was diagnosed with testicular cancer. An arrangement with her line manager was agreed, where the Claimant worked part-time whilst attending scans and undergoing treatment. The Claimant's absences during this period were recorded as informal leave. It is unclear what if any policy covered this arrangement.
- 11. Between 10 December 2018 and 24 March 2019, the Claimant took 6 days annual leave and then 46 days informal leave. The Claimant then returned to work on a part-time basis on 25 March 2019.
- 12. The Claimant took a further 10 days informal leave from 8 April 2019, and then commenced a period of sickness absence from 22 April 2019 due to "stress, depression and anxiety in relation to recovery from cancer treatment".

- 13. The Claimant subsequently informed the Respondent on 2 August 2019 that she had been diagnosed with another type of cancer, (Hodgkin's lymphoma) unrelated to her previous cancer.
- 14. It is agreed that the Claimant was disabled at all material times because of this/these cancer/s.
- 15. On 19 September 2019 the Claimant reached the maximum level of sickness absence for which she was entitled to receive pay under her employment contract and the sick pay policy, which was 310 days over a rolling four year period.
- 16. To ensure that the Claimant received full pay for as long as possible, the Respondent treated the Claimant's absence from 20 September 2019 to 29 January 2020 as annual leave (26 days), disability leave (20 days) and special leave (44 days). The Respondent then authorised a further discretionary one month's special leave for the Claimant, up to the end of February 2020.
- 17. Hence in the period of four years and 5 months up the end of February 2020 the Claimant had had about 395 days paid sickness absence in addition to full paid annual leave. This was arranged and agreed by the Claimant's previous line manager
- 18. The Claimant returned to work in March 2020, on a phased return basis.
- 19. In July 2020 Ms Hodkinson became the Claimant's new line-manager.
- 20. In January 2021, the Claimant informed the Respondent that she was experiencing some health issues. The Claimant was subsequently signed off sick with effect from 4 January 2021 with "hypertension, tachycardia and giddiness"
- 21. On 12/1/21 the Claimant had again exhausted her 4 years rolling entitlement to 310 days paid sick leave (not counting the extra periods of paid leave she had been given by way special and disability leave, as described above).
- 22. On 19/2/2021, the UKSBS, which provides payroll services to the Respondent, notified the Claimant about this, and she had therefore moved onto nil sick pay with effect from 12/1/21. It is accepted that this was not handled well and that the Claimant should have been given advance notice and not told retrospectively.
- 23. Ms Hodkinson who has a good relationship with the Claimant, was keen to do what she could to protect the Claimant's pay but had to act within the constraints of the policies and in accordance with the advice and guidance of HR.
- 24. The Respondent authorised a further 40-day exceptional extension of sick pay at full pay for the Claimant. The Claimant therefore in fact received full pay for the period 12 January to 20 February 2021. This was paid to the Claimant in her April 2021 salary. This is an example of the operation of the policy in response to the Claimant's particular circumstances

- 25. The Claimant then received sick pay at the pensionable rate only for the period from 21/2/2021 until she returned to work from her sick absence on 2/4/2021, also sanctioned by the relevant policy. This is the first period she claims for.
- 26. The Claimant returned to work on 8/4/21, on a phased return basis until 25/6/21. She received sick pay at the pensionable rate only for the days that she was not at work. This is the second period she claims for.
- 27. The Claimant took fully paid annual leave from 28/6/2021 to 2/7/2021.
- 28. Between 5/7/2021 and 9/7/2021 she continued on her phased return, receiving sick pay at the pensionable rate only for the days that she was not at work. This is the third and final period she claims for.
- 29. In July 2021 the Claimant notified the Respondent that her cancer had returned. The Claimant took annual leave between 12 and 23 July 2021, and then commenced a further period of absence which was covered by fully paid disability leave which was subsequently extended into 2022. There is no complaint about this period.
- 30. Thus in summary, the Respondent did not agree to pay the Claimant in full for the whole period when she took sick absences or worked on her phased return in the first half of 2021, but agreed to do so in relation to the Claimant's continuing absence once it was informed in July 21 that the Claimant's cancer (Hodgkin's lymphoma) had returned.
- 31. It is agreed that as a result of the Claimant's absence from work and the application by the Respondent of its policies, the Claimant lost £10054.46 gross pay during three periods complained of, namely 21/2/21-2/4/21, 5/4/21-25/6/21 and 5/7/21-9/7/21.
- 32. The Respondent submitted that there was no medical evidence to prove that the Claimant's symptoms of hypertension, tachycardia and giddiness which caused her absences during these periods arose in consequence of her cancer. However, the Claimant had suffered similar symptoms when suffering adverse effects from chemotherapy in early 2020. She believed in early 2021 and still believes that her symptoms were cancer-related. Her GP fit note dated 8/3/21 states that her symptoms may be related to a complication she developed as a result of chemotherapy for Hodgkin's disease. Following the progression of the Claimant's symptoms, she was subsequently diagnosed by a consultant as having suffered a relapse in Hodgkin's disease, on 1/7/21 and in his letter the consultant referred to the recent symptoms as having suggested the recurrence. The appearance of these symptoms thus occurred during a deterioration in the Claimant's health which subsequently turned out to be a relapse in her cancer. The Claimant was during the relevant period receiving hormonal treatment for gender re-assignment and other medication for depression but there is no suggestion that these treatments were causing problematic symptoms. For these reasons, on a balance of probabilities, we find that her symptoms and absences from work in the period 12 January -9 July 2021 arose in consequence of her disability.
- 33. The Respondent knew that the Claimant had cancer, and we find that it had actual knowledge that the hypertension, tachycardia and giddiness (which caused the Claimant's absences during the periods complained about) arose in consequence of her cancer. The OH report of 16/3/21 stated that the cause was uncertain and '*there are many causes and may be linked to*

cancer treatment'. However, Ms Hodkinson had been told by the Claimant that her symptoms were so caused, and Ms Hodkinson herself repeatedly stated that they were caused by the Claimant's cancer and/or treatment. For example on 3/3/2021 Ms Hodkinson wrote "Lyra Dunseith in my team has had a considerable amount of time off on sick leave over the last few years as a result of cancer diagnoses and associated treatments (mostly before I was managing her) and has most recently been signed off again because of vertigo/blood pressure issues which have arisen as a side effect of the cancer and the related treatment'.

The Law

Disability Related Discrimination

- 34. Section 15 provides that a person discriminates against a disabled person if A treats B unfavourably because of something arising in consequence of B's disability and A cannot show that the treatment is a proportionate means of achieving a legitimate aim.
- 35. In <u>Homer -v- Chief Constable of West Yorkshire Police</u> [2012] UKSC 15, the SC made clear that, to be proportionate, a PCP must be both an appropriate means of achieving the legitimate aim and a reasonably necessary means of doing so. The burden of proof is on the R.
- 36. "Appropriate" means that there must be a rational connection between the legitimate aim relied on and the measure by which it is sought to give effect to the aim. "Reasonably necessary" means that the PCP should disadvantage the protected group no more than is reasonably necessary in order to achieve the legitimate aim.
- 37. It is for the ET to weigh the reasonable needs of the R's business against the discriminatory effect of the decision and to make its own assessment of whether the former outweigh the latter (Hardys & Hansons Plc -v- Lax [2005] EWCA Civ 846).
- 38. Where the alleged unfavourable treatment is the direct result of applying a general rule or policy, whether the treatment is justified will usually depend on whether the general rule or policy is justified: <u>Seldon v Clarkson Wright & Jakes</u> [2012] ICR 716 SC.
- 39. However, the courts recognize that in disability cases concerned with attendance management where a number of steps are taken under the policies and procedures applicable, the Tribunal is required to assess each action taken: <u>Buchanan v Commissioner of Police of the Metropolis</u> [2016] UKEAT/0112/16/RN.

Failure to make Reasonable Adjustments

- 40. Section 20 read with 21 provide that a person discriminates against a disabled person if he fails to comply with a duty to make reasonable adjustments.
- 41. Section 20(1)(3) provides that where a provision criterion or practice (PCP) of A's puts the disabled person concerned at a substantial disadvantage in relation to a relevant matter in

comparison with persons who are not disabled, it is the duty of A to take such steps as it is reasonable to have to take to avoid the disadvantage.

- 42. The EHRC's code at 6.28 sets out various matters which must be considered in determining whether it is reasonable to make an adjustment, ie effectiveness, practicability, cost, size of undertaking etc.
- 43. Para 20(1) of Part 3 of Sch 8 provides that there is no duty to make adjustments if the employer does not know and could not reasonably be expected to know both that a disabled person has a disability and is liable to be placed at the disadvantage.
- 44. <u>In Meikle v Nottinghamshire 2005 ICR 1:</u> it was held that when an employee is absent from work because of the employer's failure to make a RA, not reducing pay may be a RA
- 45. <u>In Fowler v Waltham Forest [2007] 2 WLUK 740, although an employee, who was disabled</u> within the meaning of the Disability Discrimination Act 1995, had suffered a detriment by the application of his employer's sick pay policy, that detriment was justified on costs grounds. Payment of wages or sick pay to a disabled person absent from work could not constitute, on its own, a reasonable adjustment.
- 46. In <u>O'Hanlon v HM Revenue and Customs</u> UKEAT/0109/06, , the disabled employee was off long-term sick, leading to her pay falling to half-pay after six months. She contended that it was a reasonable adjustment to maintain her pay at full pay. The EAT, at [67]-[75], held that it would be a very rare case in which such an adjustment was reasonable. It would require exceptional circumstances. That was, in part, because this would be a usurpation of the management function of considering the costs implications. But it was also because "the purpose of the legislation is to assist the disabled to obtain employment and to integrate them into the workforce." It was not "simply to put more money into the wage packet of the disabled" but to "enable them to play a full part in the world of work." Further, the decision in the earlier case of <u>Meikle [2005] ICR 1</u>, did not bespeak a different analysis. The EAT's decision in <u>O'Hanlon</u> was upheld by the Court of Appeal [2007] ICR 1359.
- 47. In <u>G4S Cash Solutions (UK) Ltd v Powell</u> 2016 IRLR 820, EAT, the EAT held that there was no reason in principle why protecting an employee's pay, in conjunction with other measures, should not be a reasonable adjustment. The EAT said that the statutory question will always be whether it is reasonable for the employer to have to take a particular step. Pay protection is no more than another form of cost for an employer, analogous to the cost of providing extra training or support, and there is no reason in principle why one should be regarded as a reasonable adjustment and the other should not. The objectives of the reasonable adjustments duty plainly envisage an element of cost to the employer and in individual cases tribunals often have regard to financial factors. It would not be an everyday event for a tribunal to conclude that long-term pay protection is required but it is possible to envisage cases where this may be a reasonable adjustment for an employer to have to make to get an employee back to work or keep an employee in work in accordance with the objective of the legislation. That said, the EAT also noted that, in changed circumstances, an adjustment may eventually cease to be reasonable for example, if the need for a job were to disappear or the economic circumstances of the business changed.

Conclusions

Section 15 claim

- 48. Treating the Claimant's absences from 12/1/2021 until about 30 June 9/7/21 as sick leave, rather than disability leave, and reducing her pay during the three periods complained about, was unfavourable treatment. Had her absence been treated as disability leave, she would have been entitled to full pay.
- 49. The absences and hence the reduction in pay arose from the Claimant's disability.
- 50. The Respondent knew the Claimant had cancer.
- 51. Hence the remaining question is whether the treatment was justified.
- 52. The Respondent contended that its legitimate aims are the management of employee absence in accordance with its policies, and ensuring the appropriate use of public funds.
- 53. We accept that managing employees in accordance with formal policies is a positive employment practice and a legitimate aim which tends to advance the objective of transparent, principled and consistent treatment.
- 54. We do not find that the policies are themselves discriminatory. They are generous, and not to be considered to be unlawfully discriminatory simply because they contain restrictions and limitations as to the benefits which they can provide.
- 55. We accept that ensuring appropriate use of public funds is also a legitimate aim. This is not simply a cost-saving aim. It is widely accepted as desirable that government administration should be conducted economically and efficiently.
- 56. On the issue of proportionality, the Claimant submitted that "The Respondent has a specific Disability Leave policy, the first paragraph of which states that it "...is committed to encouraging the recruitment, retention and support of people with disabilities in the workplace. This includes making reasonable adjustments and providing disability leave for employees who are disabled or have a long term health condition." The unfavourable treatment complained of by the Claimant accordingly runs counter to the Respondent's own policy and aim;... Line managers have a great deal of discretion under the Respondent's policies as to how they treat absences and the reason for absence....
- 57. However, it does not follow from the fact that a policy exists under which discretionary payments can be made to supplement the pay of absent disabled employees, that any decision not to make payments to such an absent employee will run counter to the policy. The policy does not guarantee payments but creates a discretion which had been exercised generously in favour of the Claimant in previous years, and which has to be exercised in a balanced manner having regard to competing objectives.
- 58. The Claimant also submitted that "The Respondent's Disability Leave policy states that disability leave can be granted for periods where an employee is "rehabilitating following treatment for their disability". The Claimant's absences in the period 12 January 9 July 2021 could reasonably have been considered to be a period of rehabilitation following her chemotherapy treatment, given her symptoms' onset and progression following chemotherapy."

- 59. We regard this as straining the language rehabilitation means "*make fit after disablement or illness for earning a living*". The onset of symptoms causing absence in early 2021 following a lengthy prior period of work in 2020 is not in our view to be properly characterised as "rehabilitation" as envisaged by the policy.
- 60. The Claimant submitted further: "Whilst the Respondent must ensure the appropriate use of public funds, it is of fundamental importance to society as a whole, as exemplified by the antidiscrimination provisions provided in s. 15 and s.20/s.21 EqA, that disabled people do not suffer disadvantage in the workplace as a result of their disabilities. Ensuring that this does not happen cannot logically be viewed as anything other than an appropriate use of public funds;"
- 61. That is too simplistic public funds have to be applied to try to further a multitude of worthy objectives. In public administration, as in other walks of life, a nuanced and proportionate balance has to be struck between different objectives, however worthy any may be, and expenditure has to be controlled within boundaries and not used excessively.
- 62. The Claimant further submitted "cancer is self-evidently a deeply concerning, extremely serious condition, as illustrated by the fact that it is treated as a deemed disability by EqA. In the Claimant's submission, any treatment which in any way risks worsening a cancer-sufferer's health or impeding recovery should not easily be justified;"
- 63. While the Claimant has suffered extremely bad and life-threatening ill-health over a prolonged period, and may well have suffered more than many other disabled persons, the Respondent's policies have provisions for extensions and additional payments to be made for particular unforeseen or unusual cases, which provisions the Claimant has benefitted from throughout. In our judgment, even in a case of severe disability, it was not incumbent on the Respondent simply to agree to pay the Claimant in full for all her sickness absence, even if it was disability related.
- 64. During the periods complained about, the Respondent concluded that the Claimant's circumstances did not fall within the DL policy at the material time: because she was not receiving cancer treatment (i.e. treatment for her disability), was not receiving rehabilitation following cancer treatment; and the period of absence was not fixed or known about in advance. The Respondent concluded that her circumstances fell properly within the Sick Pay policy, i.e. recovery from debilitating side effects (of the treatment). As such, once the 40 day extension was exhausted, SSRP at the discretion of the manager was appropriate.¹
- 65. We find that that the policies were justified in balancing the needs of the business with the requirement to make reasonable adjustments for those with disability. They were also correctly applied. Furthermore, the individual actions taken by Ms Hodkinson and HR were proportionate having regard to the aim of efficient and effective policy-based management of personnel and proper use of public funds.

¹ The position changed in August 2021 when C required further treatment for cancer following relapse. As, unfortunately, this was likely to be prolonged and take up a great deal of C's time (as evidenced by C's witness statement para 44 and the medical evidence at page 480) FH elected to treat the absence as DL until March 2022 because it was difficult to distinguish between the treatment and the recovery period.

- 66. Ms Hodkinson and others within the Respondent appear to have "bent over backwards" in trying to support the Claimant both during the periods complained about and at other times before and afterwards using the appropriate tools provided by the business for that purpose.
- 67. Hence, the Respondent has shown that the unfavourable treatment was a proportionate means of achieving its legitimate aims.

The claim for failure to make reasonable adjustments

- 68. It is not in dispute that the Respondent applied the PCPs of its sick pay policy and the requirement for regular and effective attendance.
- 69. As a consequence of the nature of her disability, its symptoms, treatment and required recovery time, the Claimant had higher levels of absence from work and so was more likely to exhaust her entitlement to paid sick leave under the Sick Pay policy, when compared with non-disabled employees.
- 70. We have already found that the Claimant's sickness absence for hypertension, tachycardia and giddiness between 4/1/21 and 9/7/21 was due to her disability.
- 71. Hence the PCPs placed the Claimant at a substantial disadvantage in comparison to persons who were not disabled.
- 72. The Claimant's submission was that it would have been reasonable for the Respondent to count her sickness absences as disability leave, or alternatively, to not reduce her pay for the relevant period for the following reasons:
 - The Respondent has a specific Disability Leave policy, the first paragraph of which states that it "...is committed to encouraging the recruitment, retention and support of people with disabilities in the workplace. This includes making reasonable adjustments and providing disability leave for employees who are disabled or have a long term health condition." The reasonable adjustments contended would achieve the Respondent's aim by not only providing support to the Claimant, but encouraging her retention;
 - The Claimant's disability was particularly complex. She had not only been diagnosed with two different forms of cancer, but she had particularly distressing treatment and side effects [WS/C/§4-10, §16-19]. She was plainly in a very vulnerable and concerning position, and to be faced with the additional anxiety of going to nil pay, with the financial worries and insecurity that this entailed [WS/C/§49] was particularly cruel, when she needed to be able to concentrate on her health;
 - The period of absence on nil pay was relatively short. In circumstances where the Respondent is committed to retaining disabled employees, the Claimant was a good and valued employee, and the cost of paying full pay during the relevant period relatively modest, it would have been entirely reasonable to make the adjustments contended for;
 - The Respondent's own policies and the discretion afforded to line managers in how absences are recorded support (as exemplified by how the Claimant's line manager recorded her previous absences in 2019 [233-235]), in the Claimant's submission, the reasonableness of the proposed adjustments;

- The Respondent is a large and well-resourced employer;
- The adjustments contended for would have alleviated the additional stress and anxiety, and additional administrative burden of seeking information and answers in relation to her pay, and would have allowed her to concentrate on her health."
- 73. The Respondent's counter-submissions were that it discharged any duty in this regard by extending the Claimant's sick pay entitlement by 40 days to 20/2/21; payment of SSPR between 21/2/21 and 2/4/21; and payment of SSPR during her phased return to work between 5/4/21 and 9/7/21 for the days that she was not at work; and that it was not practicable or conducive to the efficient and effective management of her long-term sickness absence in the context of the business as a whole to apply the DL policy to her absences in the particular circumstances.
- 74. The <u>O'Hanlon</u> case establishes that it would be a rare case in which maintaining full pay was a reasonable adjustment it would require exceptional circumstances. The Claimant refers to his bad and prolonged ill-health as an exceptional circumstance but this must be judged in the light of all the circumstances including that by early 2021 the Claimant had already benefitted from the Respondent's generous sick pay, disability leave and special leave policies and that in early 2021 his situation did not fall within the ambit of the DL policy, which policy we have found was reasonable.
- 75. The <u>G4S</u> case reminds us that the question is whether looking at the particular facts, it would reasonable to expect the Respondent to have to make the particular adjustment claimed.
- 76. That case gives non-exhaustive examples of circumstances in which it would be reasonable to maintain full pay such as where it would help the employee back to work or keep her in work. There is little in the evidence to show that either of these purposes would have been served by paying the Claimant in full during the periods complained about. The Claimant's emphasis was instead on the personal financial hardship and anxiety which the drop in her pay caused her. We accept that increased anxiety can hinder recovery but it is not shown on the facts of this case that had she received full pay during the periods complained about that she would have been able to come back to work sooner, work the absence days when on a phased return or avoid the prolonged absence which started later in 2021. The health problems causing absence in 2021 were the re-emergence of cancer which required long-term treatment and prolonged absence (which is still continuing despite the Claimant having received full pay from July 2021 onwards) in any event.
- 77. Notwithstanding the seriousness of the Claimant's health problems and the sympathy due to her for this, we find that the adjustments claimed are not steps which it would be reasonable for the Respondent to have to have taken to avoid the disadvantage caused to the Claimant by the PCPs
- 78. For these reasons the claims are dismissed.

J S Burns Employment Judge

London Central 4/11/2022 For Secretary of the Tribunals Date sent to parties : 07/11/2022

SCHEDULE 1

(underlined text show relevant periods generating loss of pay the subject of the claims)

Period of absence / leave; Reason for leave/absence; How Respondent recorded absence; Policy under which absence was managed by the Respondent; Pay received by Claimant; Was there a deduction to Claimant's normal contractual pay?

04.01.2021 - 25.01.2021; Hypertension, tachycardia and giddiness; Sickness absence; Attendance Management Policy / Sick Pay Policy;

04.01.2021 to 11.01.2021 No deduction

25.01.2021 to 01.03.2021 Hypertension – ongoing investigation and treatment of new diagnosis (not yet stable), giddiness and dizziness

12.01.2021 to 20.02.2021 full contractual sick pay discretionary extension of 40 days No deduction

01.03.2021 to 05.04.2021 Hypertension – ongoing investigation and treatment of new diagnosis (not yet stable), giddiness and dizziness, and depression

21.02.2021 to 02.04.2021 Claimant received Sick Pay at Pensionable Rate ("SPPR") rather than full contractual pay

05.04.2021 to 25.06.21 <u>Phased return to work ; Sickness - part time on medical grounds;</u> <u>Attendance Management Policy / Sick Pay Policy; Full contractual pay for days at work and</u> <u>SPPR for days not at work</u>.

28.06.2021 to 02.07.2021 Annual leave; Annual Leave Policy ; Full contractual pay

05.07.2021 to 09.07.2021 <u>Sickness - part time on medical grounds</u>; <u>Attendance Management</u> <u>Policy / Sick Pay Policy</u>; <u>Full contractual pay for days at work and SPPR for days not at work</u>.</u>

12.07.2021 to 23.07.2021 Annual leave Full contractual pay

26.07.2021 to 31.07.2021 Stage 3 Hodgkin Lymphoma; disability leave; disability leave policy, full contractual pay.

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