



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr A Yahaya

**Respondent:** G4S Secure Solutions (UK) Limited

**HELD AT:** Manchester (CVP used on day 2) **ON:** 5 and 6 October 2022

**BEFORE:** Employment Judge Johnson

**MEMBERS:** Mr B Rowen  
Dr H Vahramian

## REPRESENTATION:

**Claimant:**  
unrepresented

**Respondent:**  
Mr D Jones (counsel)

# JUDGMENT

The judgment of the Tribunal is that:

- (1) The complaint of direct race discrimination contrary to section 13 Equality Act 2010, is not well founded and is dismissed. This means that the claimant's complaint is unsuccessful.
- (2) In relation to the alleged direct race discrimination complaint which related to the claimant being called a disciplinary hearing and which was permitted following an amendment to the claim allowed on 21 January 2021, this complaint was presented out of time and it is not just and equitable to extend time in accordance with section 123 Equality Act 2010.
- (3) The complaint of unlawful deduction from wages contrary to section 13 Employment Rights Act 1996, is not well founded and is dismissed. This means that the claimant's complaint is unsuccessful.
- (4) The complaint of unpaid annual leave is dismissed upon withdrawal by the claimant on day 1 of the final hearing.

## REASONS

### Introduction

1. The claimant brought this claim in relation to his employment with the respondent as a security officer from 2 August 2017. He was still working for the respondent when he presented his claim, but it is understood that he has since left their employment.
2. He presented a claim form to the Tribunal on 11 September 2020 following a period of early conciliation from 19 August 2020 to 19 August 2020 and brought complaints of race discrimination, unlawful deduction from wages and holiday pay.
3. The respondent presented a response resisting the claim and the case proceeded to case management before Employment Judge Slater on 21 January 2021. The claimant was permitted to amend the claim to include an additional allegation of direct race discrimination relating to alleged disciplinary action which took place on September 2020 and in turn, the respondent was permitted to amend the response. The case was listed for final hearing on 14 to 15 September 2021 and following two postponements and a case management hearing on 28 July 2022 before Employment Judge Ainscough on 28 July 2022.
4. The claimant had withdrawn the holiday pay complaint and this was not considered during the final hearing.

### Issues

5. The list of issues was finalised at the preliminary hearing case management before Employment Judge Slater on 21 January 2021 as follows:

### Time limits

6. Was the complaint of direct discrimination about being called to a disciplinary hearing, added by amendment to the claim (application dated 13 January 2021) made within the time limit in section 123 Equality Act 2010?
  - a) Was the claim made to the Tribunal within 3 months (allowing for any early conciliation extension) of the act to which the complaint relates?
  - b) If not, was there conduct extending over a period?
  - c) If so, was the claim made to the Tribunal within 3 months (allowing for any early conciliation extension) of the end of that period?
  - d) If not, was the claim made within such further period as the Tribunal thinks is just and equitable? The Tribunal will decide:
    - i) Why was the complaint not made to the Tribunal in time?
    - ii) In any event, is it just and equitable in all the circumstances to extend time?

Direct race discrimination

7. What are the facts in relation to the following allegations:
  - a) The respondent not offering the claimant sufficient work to work his contractual hours of 42 per week during May 2020.
  - b) The respondent calling the claimant to a disciplinary hearing about returning late from a break on 22 September 2020.
8. Was the claimant subjected to a detriment by this treatment?
9. If so, has the claimant proved facts from which the Tribunal could conclude that in any of those respects the claimant was treated less favourably than someone in the same material circumstances of a different colour or ethnic origin was or would have been treated? The claimant says he was treated worse than Marius Jipa, who was white and relies, in the alternative, a hypothetical comparator.
10. If so, has the claimant also proved facts from which the Tribunal could conclude that the less favourable treatment was because of his race (colour or ethnic origin)?
11. If so, has the respondent shown that there was no less favourable treatment because of race?

Remedy for discrimination

12. The usual issues were applied to the original list, but there is no need to repeat them given the judgment in this case.

Unauthorised deductions

13. Did the respondent make unauthorised deductions from the claimant's wages by not paying him for 98.13 hours additional to the 61.42 hours actually worked in May 2020?
  - a) Was the claimant offered and refused work that would have allowed him to work his contractual hours of 42 hours per week?
  - b) Did the claimant make himself unavailable for work so that he was unable to work his contractual hours of 42 hours per week?
  - c) Did the respondent fail to pay the claimant for 34 hours of paid holiday time which he had booked?

**Evidence used**

14. The claimant gave evidence and did not call any other witnesses to give evidence in support of his claim.
15. The respondent relied upon 4 witness statements which were as follows:
  - a) Alan Brierley (area supervisor and a line manager for the claimant).

*Note - Mr Brierley did not attend the final hearing and his witness statement was unsigned and undated. Mr Jones accepted that this statement could only have very limited value in terms of evidence and agreed that its purpose was effectively, to direct the Tribunal to certain documents within the hearing bundle. The claimant expressed dismay at his non-attendance and while the Tribunal did not know the reasons for Mr Brierley not attending to give oral evidence (and felt that his oral evidence would have been helpful), we informed the claimant that there was no property in a witness, and he could have called Mr Brierley himself had he required him to attend.*

- b) Christopher Holt (investigating officer who invited claimant to a disciplinary investigation meeting on 22 September 2020).
  - c) Aftab Rasool (Contracts Manager and grievance hearing officer).
  - d) Neil Jones (Contracts Manager and grievance appeal hearing officer)
16. A hearing bundle was available at the final hearing and comprised of approximately 150 pages. This included the Tribunal proceedings, the contract of employment, work schedules and relevant emails.
17. As the claimant was cross examined, it became clear that additional documents were available and not included within the hearing bundle relating to his April *Javelin* schedule and SMS messages on 6 May 2020. A short adjournment allowed these documents to be obtained and as there was no dispute as to their inclusion, the Tribunal permitted that they be added to the hearing bundle.
18. The first day of the hearing took place in person at Alexandra House, Manchester. However, because of rail industrial action on day 2, it was determined that the hearing be conducted remotely by CVP. On day 1, the claimant's witness evidence was heard and on the morning of day 2, the 3 respondent witnesses were heard.
19. As the claimant was unrepresented the Tribunal took account of the application of the overriding objective under Rule 2 of the Tribunal's Rules of Procedure and the relevant section of the Equal Treatment Bench Book relating to unrepresented parties. Employment Judge Johnson took into account the claimant's inexperience in terms of Tribunal procedure and cross examination and provided assistance to him as appropriate, in asking questions of the respondent's witnesses.

## **Findings of fact**

### The respondent

20. The respondent ('G4S') is a large UK employer and is well known as a provider of security services. It is understood that they operate their contracts regionally and this case deals with the North West region and the Greater

Manchester area. As a large employer, G4S has access to HR and legal support and has established policies and procedures applying to its employees.

21. Mr Rassoul gave convincing evidence concerning the way that work was allocated within G4S. There was an intranet system known as 'Javelin' which was used by employees to identify forthcoming work and to record the work that they had completed. It was understood that where an employee was working regular hours for a long-standing customer, or where an employee was flexible about work allocation, this would be the system which management used to notify employees of their work allocation.
22. Mr Rassoul said that sometimes it would be possible to allocate work several months in advance, but some work needed to be allocated with much more short notice. This could especially be the case where an employee normally allocated on a job, was unable to work his or her hours because of sickness. In these circumstances it was more commonplace for the G4S managers to contact employees directly using text or telephone call. This was because a quick response was required, and an email or letter would involve too long a turnaround time.
23. The Tribunal heard evidence that several hundred employees could be subject to work allocation in this region at any one time and understandably, it was necessary to resolve who was covered for what job as quickly as possible given the number of jobs to allocate.
24. It is understood that the system of working continued without too much difficulty until the beginning of the Covid pandemic and its resultant first lockdown in March 2020. As public facing businesses stopped being open, the need for security guards might reduce as only the building needed securing, whereas other businesses required increased levels of staff as their buildings and property were unoccupied and new or additional security provision was required. As such, G4S did not experience a potential redundancy situation and to some extent needed to rely upon third party sub-contractors to fulfil their contractual requirements. Indeed, G4S was often subject to strict contractual terms with clients, where a failure to provide the agreed services could result in penalty payments being triggered. This does mean that G4S was a business which did not find it necessary to take advantage of furlough payments under the Coronavirus Job Retention Scheme, ('CJRS').

#### The claimant

25. The claimant ('Mr Yahaya') had worked for G4S as a security officer from 2 August 2017. He describes himself as being of Black African origin. From that date, he had been placed to work in a team providing security to the Job Centre Plus office in Wythenshawe, Manchester. His colleagues were John Paul Bonsu whom he says was black and Marius Jipa whom he says was white. There was also a supervisor who at the material time was Salim [name] and although Mr Yahaya gave evidence regarding concerns about the

way in which supervisors were appointed by G4S, the Tribunal did not find that this was relevant to the issues which we had to consider in this hearing.

26. Mr Yahaya was subject to a written contract of employment which was included within the hearing bundle. For the purposes of this hearing there were a number of relevant contractual terms. His working location and mobility of employment was subject to some flexibility, with Mr Yahaya being required to work assignments within an 'operating area'. We accepted that this operating area was a radius of 20 miles from his home address and was determined using Google maps. While assignments might be allocated for many months and customers typically wanted consistency with the personnel allocated, there was no guarantee that employees would have one particular location as their permanent place of work.
27. Mr Yahaya was expected to work 173.33 hours each calendar month and this created an average of 40 hours each working week. The implication was that an employee might work fewer than 40 hours one week and more than 40 hours in another week and the 173.33 represented the total number of hours worked each calendar month. Overtime could be worked, but this would be paid at the same hourly rate as normal hours.
28. While Mr Yahaya was working for the assignment with Job Centre Plus, his hours of work were Monday to Friday with day-time shifts. The contract provided that employees might be rostered to work varying shift patterns, which could involve days, nights, weekends and public holidays. We accepted that there was an obligation under the contract for G4S to provide enough hours each month to their employees so that they could work the 173.33 hours each month. We heard evidence from the G4S witnesses which we accepted that in the event that insufficient hours were available and offered to an employee, they would have to pay them for the shortfall so as to make up the pay in respect of the 173.33 hours that they were supposed to work. Understandably, this was something that G4S was keen to avoid as it would be a cost to the business, not met by income from customers and Mr Rassoul gave convincing evidence concerning how this was managed.
29. However, we also accept the evidence from the G4S witnesses that employees were expected to be flexible and accept work which might not be for their preferred hours. Mr Rassoul explained that there was some acknowledgment that issues relating to religion or belief such as holy days, health or childcare would be discussed with individual employees, but there was an expectation of cooperation and flexibility where the ideal hours were not available. The Tribunal noted that this was a case where the complaints being brought did not involve breaches of legislation relating to family, flexible or part time working. However, until the end of March 2020, it appears that Mr Yahaya was content with his hours of work which were allocated to his Job Centre Plus assignment.

#### The impact of the first lockdown arising from Covid

30. With the commencement of the first lockdown in late March 2020, Job Centre Plus informed G4S that they no longer needed the 3 security guards on duty

because they were closed to service users and they simply needed basic security to protect the premises. Although documentary evidence was limited concerning this staffing reduction, the Tribunal accepts that Mr Jipa was retained as the designated security officer because he did not have his own transport, whereas his colleagues were to be redeployed to other assignments.

31. Mr Yahaya's working pattern until the end of April 2020 remained 5 days per week, Monday to Friday and working daily shifts. His average hours each week were 40 hours, with an offer of 173.33 hours each month being offered as part of his contract.
32. Mr Rassoul gave credible evidence that because of Covid, the security needs of certain customers increased, whereas other businesses increased. Those businesses where the security needs arose from the footfall of customers or visitors attending their premises understandably experienced a reduced need for security staff because many were not open to the public, (other than those businesses considered to be essential). Other businesses required an increased security presence because of their premises would remain unoccupied for prolonged period or the unique opportunities for increased production. Mr Rassoul noted that the National Trust was a major new client who sought security services during lockdown because of its large premises and land ownership had no visitors attending. Another client De La Rue, decided to increase its print run for bank notes and required additional security. These new demands included additional work being available in Mr Yahaya's work area.
33. The Job Centre+ reduction in security needs began from the end of April 2020. Mr Yahaya was at this stage managed by Mr C Bell. He was unable to find work for Mr Yahaya from 1 May 2020 and Mr Bell returned him back into pool for redeployment to other areas of work.
34. It is noted from the records within the hearing documents that during April 2020, Mr Yahaya worked 23 days plus 2 additional days being allocated to annual leave. From May 2020, Mr Brierley became the manager responsible for allocating him work. He gave clear evidence of the roles offered to him and Mr Yahaya's reaction to those offers and the extent to which he could be contacted.
35. In May 2020, Mr Yahaya refused an offer of work at the National Trust estate at Dunham Massey in Cheshire and close to the South West Greater Manchester border. He was initially offered work there on Monday 4, Tuesday 5 and Wednesday 6 May 2020, involving 12 hour night shifts, but he refused the shifts offered and said he would not work nights.
36. He was also offered work with MCDA on 9 and 10 May 2020, but refused those hours as well. He was offered shifts with De La Rue for the week commencing 18 May 2020 and his manager recorded that he could not be contacted. Mr Yahaya felt the hours were unsuitable, but it was clear to the Tribunal that in accordance with his contract of employment with G4S, Mr

Yahaya had jobs made available to him when the reduction in work took place at Job Centre Plus because of the Covid pandemic.

37. While there were suggestions made by Mr Yahaya was effectively made redundant or should have placed on furlough, this was not a case where the need for his services had reduced or diminished, either permanently or temporarily as a result of the pandemic. The Tribunal accepted the case advanced by G4S's witnesses that to place Mr Yahaya on furlough would have been inappropriate in accordance with the government's Coronavirus Job Retention Scheme introduced in 2020. On the face of it, sufficient hours were being made available to him, so as to honour the contractual obligation to offer work placed upon G4S. The roles may not have been attractive to Mr Yahaya, but they were appropriate vacancies within the geographical area in which he worked.

### Grievance

38. On 4 June 2020, Mr Yahaya sent an email to the respondent raising a grievance as a result of his removal from the Job Centre Plus role and his belief that he was told that he would be placed on standby and would still get paid his contracted hours unless he declined a shift. However, he noted that he had been subsequently recorded as unavailable despite in his belief having never refused any shifts and he had not been paid his contracted hours for the previous month.
39. Mr Rasool was nominated as the investigating officer and reviewed relevant emails, text messages and voice mails concerning the allocation of work to Mr Yahaya. At an initial grievance meeting, which he chose to attend unaccompanied, although we accepted that he could have brought a companion with him, he had chosen to do so. Mr Yahaya however, objected to Salim Adam being the note taker on the panel because he was involved in the matters which had been complained of.
40. A resumed grievance meeting took place on 16 July 2020 with a different note taker being provided. During the meeting it was identified that Mr Yahaya had provided 3 ways of contacting him by text, telephone or email and that his contact details remained correct. Evidence was provided of Mr Yahaya's managers contacting him with the offer of shifts during May 2020, but that these offers had been refused because of a number of reasons, including childcare commitments. He was also reminded by Mr Rasool that while he may have been based at Job Centre Plus for some time, his contract of employment contained a mobility clause. He was reminded that the National Trust work at Dunham Massey involved a higher hourly rate than usual and as a result of his refusal to work these shifts, it had been necessary to engage sub-contractors so G4S could meet its contractual commitments to the client.
41. Mr Rasool confirmed that Mr Yahaya did raise a concern that his treatment had been provoked by his race and that his two colleagues working at the Job Centre Plus premises were not black and had been offered shifts. While he noted that the 3 employees had been offered shifts, only Mr Yahaya had



refused the shifts offered and as a consequence, his treatment was not connected with his race.

42. As a consequence, Mr Rasool did not uphold the grievance and found that Mr Yahaya had been offered work during May 2020 and that he either refused the work offered or had been unavailable despite reasonable attempts having been made to contact him. His decision was confirmed in a letter on 24 July 2020.

#### Grievance appeal

43. Mr Yahaya was allowed a right of appeal and gave notice of an appeal by email on 31 July 2020 and he disputed that the available evidence supporting the decision reached by Mr Rasool. Mr Jones was allocated as the appeal hearing officer and he reviewed the relevant papers used in the original grievance hearing. He arranged an appeal hearing to take place on 25 August 2020 and Mr Yahaya attended and was again unaccompanied and no new documents were provided him.
44. Following his investigation, Mr Jones concluded that the appeal would not be upheld. This was because the evidence available to him was offered work, refused work or not returned calls made and enough hours were offered to him during May 2020. A letter confirming this decision and the reasons was sent to Mr Yahaya on 8 September 2020.

#### Leaving the workplace without authorisation

45. On 22 September 2020, Mr Yahaya left his workplace at 9.45am and did not return until 12.12pm. It had become noticed when his colleague had asked to take his morning break and was told that he could not do so until Mr Yahaya returned to work. His line manager Adam Salim provided a note to Mr Holt explaining what had happened and that he told Mr Yahaya that he cannot leave the site without gaining authorisation from management and had breached his contract of employment. In his email, Mr Salim highlighted a concern that Mr Yahaya did not appear to show any 'remorse' for the misconduct identified.
46. Mr Holt invited Mr Yahaya to an investigation meeting by letter dated 22 September 2020 explaining that it was not a disciplinary hearing and would involve the investigation of the following matters:
- a) *"On the morning of Tuesday 22<sup>nd</sup> September 2020, you left site at Wythenshawe Forum, without permission. Leaving at 09:43am.*
  - b) *Gaining monies by deception in the case of you leaving Wythenshawe Forum for a period of approximately 2 hours 30 minutes.*
  - c) *Conduct unbefitting that of a G4S Security Officer as a result of your actions above.*
  - d) *Potentially bringing G4S into disrepute as a result of your actions above."*
47. The meeting took place on 30 September 2020 and was accompanied by Chris Dunbar as a work colleague and took place remotely because of the

ongoing Covid pandemic. Mr Yahaya confirmed that he his line manager Mr Salim's contact details and had failed to contact him on 22 September 2020 before leaving the work premises. He said he had notified a colleague John Paul Bonsu, (known as 'JPB'), before leaving, but he was reminded that he was not his supervisor and was not acting up as his line manager as Mr Salim was on duty that day.

48. Following the meeting, Mr Holt discussed the matter with JPB, who confirmed that he had given permission to allow Mr Yahaya to leave the workplace on 22 September 2020.
49. As a consequence, Mr Holt reached a decision to take no further action and sent a letter to Mr Yahaya confirming his decision on 16 October 2020. He noted Mr Yahaya's assurances and explanation given during the disciplinary hearing and a failure to heed his advice to follow appropriate lines of communication with managers would result in disciplinary action.
50. The Tribunal understood that in relation to these proceedings, no further action arose and the decision letter brought this matter to a conclusion.

## **The law**

51. Taking into account the claimant's withdrawal of the complaint relating to holiday pay, it is only necessary to focus upon the law relating to discrimination and the wages claim.

### Race discrimination

52. Section 9 Equality Act 2010 (EQA) provides that race includes colour, nationality, ethnic or national origins and is a protected characteristic.
53. Section 13 EQA provides that a person discriminates against another if, because of a protected characteristic, they treat another less favourably than they would treat others.
54. Section 23 EQA provides that when relying upon a comparator, there must be no material difference between the circumstances relating to each case.
55. Section 123 EQA provides that a complaint of discrimination under EQA may not be brought after the end of 3 months starting with the date when the act to which the complaint relates, or such other period as the Tribunal thinks is just and equitable. Where the conduct in question extends over a period, it is treated to have been done at the end of that period for the purposes of calculating time.
56. Section 136 EQA (burden of proof), provides that if there are facts from which the Tribunal could decide, in the absence of any other explanation that a person (in relation to section 13 in this case), had treated another less favourably than a relevant comparator, the Tribunal must hold that the

contravention occurred. However, this will not be the case if the respondent can show that the contravention occurred.

57. Mr Jones in his final submissions referred to the Court of Appeal decision of *Robertson v Bexley Community Centre t/a Leisure Link* [2003] IRLR 434 CA. In particular, he submitted that the claimant has the burden to convince the Tribunal where a discrimination complaint is out of time, that it is just and equitable to extend time in accordance with section 123(1)(b) EQA.

#### Unlawful deduction from wages

58. Section 13, Employment Rights Act 1996 (ERA), provides that an employer should not make a deduction from wages of a worker employed by them.

59. Section 27 ERA, provides details of the meaning of 'wages' for the purposes of such complaints.

60. Mr Jones in his final submissions referred to the Court of Appeal case of *Agarwal v Cardiff University, Tyne and Wear Passenger Transport Executive (t/a Nexus) v Anderson* [2018] IRLR 657. In particular, he submitted that in a section 13 ERA complaint, the Tribunal must determine whether there has been a deduction within the meaning of section 13 and whether the sum claimed was 'properly payable'. Secondly, any question concerning whether a sum was properly payable, was a matter for the Tribunal to determine. These are the parts of the decision which he felt were relevant in this case.

### **Discussion**

#### Discrimination

##### *Direct discrimination*

61. This was a complaint where the claimant's protected characteristic was race and it was accepted that he was black and of African origin.

62. In terms of the treatment which he experienced, the Tribunal accepted that Mr Yahaya was offered and appropriate and sufficient work in accordance with his contract of employment during May 2020. The respondent's witnesses gave credible and reliable evidence, supported by the documents in the hearing bundle which demonstrated that once the need for work at the Job Centre Plus diminished due to Covid, other placements became available and taking into account his mobility clause, he was offered a number of shifts at Dunham Massey, MCDA and De La Rue. The first two offers were refused and he failed to return calls in respect of the latter offer. Had he accepted that these offers, he would have had enough hours in accordance with his contract and accordingly, this alleged treatment did not happen as alleged by the claimant.

63. There was no dispute that the respondent called Mr Yahaya to an investigation meeting as a result of him returning late from a break on 22 September 2020. However, this arose from him taking an unauthorised break

and being away from work for a number of hours. His line manager was unhappy with his reaction to an informal discussion about Mr Yahaya taking the break without management authorisation and the invitation to an investigation meeting was not unreasonable. It was noted that no further action was taken once a full investigation had taken place and the respondent appeared to recognise that Mr Yahaya may not have fully appreciated the correct system of seeking permission for breaks outside of the normal breaks allowed each day.

64. There was no evidence which persuaded us on balance that Mr Yahaya was treated less favourably than a comparable employee who did not share his protected characteristic and Mr Jipa did not appear to have treated any differently for taking a lengthy break without permission.
65. On this basis, we are unable to find that the complaint of direct discrimination by reason of his race is well founded.
66. Moreover, in relation to the complaint of direct discrimination relating to the invitation to a disciplinary investigation meeting, the Tribunal notes that this allegation was only added to the claim as a result of an application to amend made by Mr Yahaya on 13 January 2021. This related to a decision taken on 22 September 2020 and the 3 month period for bringing this allegation as a complaint under section 123 EQA would have expired by 21 December 2020. Accordingly, at first glance, it appears that the amendment application was made out of time.
67. However, the Tribunal did note that given the complaint resulted in a decision that no further action would be taken in a letter dated 16 October 2020, while the actual decision to investigate was out of time, it was just and equitable under section 123 EQA to extend time to the date when the application was made. This was because the 3 month period if applied to a period beginning with the date the decision letter was sent on 16 October 2020 would have expired by 15 January 2021, which was after the date the application was made.
68. For the avoidance of doubt, we determined that the decision to investigate was a single incident which took place on 22 September 2020 when the original letter was sent. However, it was just and reasonable to allow an additional period for the time taken to resolve the investigation and even though the decision letter was not sent until 16 October 2020, Mr Yahaya may not have read it immediately. In any event, we concluded that this second additional complaint of direct discrimination was presented in time.

#### *Unauthorised deductions from wages*

69. Taking into account the Tribunal's findings made above in relation to the offer of work to Mr Yahaya in May 2020, this further complaint requires little further consideration.
70. However, for the avoidance of doubt, the Tribunal is satisfied that Mr Yahaya was offered and refused to work hours made available to him which would

have allowed him to achieve his contractual hours for that month. He chose to reject two offers of work (Dunham Massey and MCDA) and failed to return a call in relation to the other offer of work, (De La Rue). Had he accepted these offers, he would not have suffered any loss of earnings. Indeed, had the offers not been made, which was not the case here, he would have been paid the so called 'red hours' in any event by his employer G4S.

71. Accordingly, the complaint of unlawful deduction from wages cannot succeed.
72. The complaint of unpaid annual leave is of course dismissed upon withdrawal by the claimant.

### Conclusion

73. Accordingly, the conclusions and decision reached by the Tribunal can be summarised below.
74. The complaint of direct race discrimination contrary to section 13 Equality Act 2010, is not well founded and is dismissed. This means that the claimant's complaint is unsuccessful.
75. In relation to the allegation of direct race discrimination complaint which related to the claimant being called a disciplinary hearing and which was permitted following an amendment to the claim allowed on 21 January 2021, this complaint was presented out of time and it is not just and equitable to extend time in accordance with section 123 Equality Act 2010.
76. The complaint of unlawful deduction from wages contrary to section 13 Employment Rights Act 1996, is not well founded and is dismissed. This means that the claimant's complaint is unsuccessful.
77. The complaint of unpaid annual leave is dismissed upon withdrawal by the claimant on day 1 of the final hearing.

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Employment Judge Johnson

Date 14 November 2022

JUDGMENT SENT TO THE PARTIES ON  
15 November 2022

FOR THE TRIBUNAL OFFICE