

Without Prejudice: Subject to Contract

The High Court found that a settlement letter from an employer to an employee and the employee's subsequent letter of acceptance amounted to a binding settlement agreement. This automatically prevented any further negotiations. If the employer had intended the settlement letter to be a springboard to further discussions, it should have headed the settlement offer 'subject to contract'.

Woolworths decision to be appealed

As reported in our last bulletin, the Employment Appeal Tribunal found that where an employer proposes 20 or more redundancies across its organisation within a 90 day period, it will have collective consultation obligations even if the number of employees proposed for redundancy at each of its sites is fewer than 20. This decision has been appealed by the Government and will likely go to the Court of Appeal.

Unison's judicial review

UNISON, one of the UK's largest trade unions, has successfully applied (on the second attempt) to the High Court for a judicial review into whether employment tribunal fees are

legal. The hearing will take place in October...

Bank Holidays do not have to be carried over for sick employees

Under EU law workers are entitled to 4 weeks holiday per year (including bank holidays). UK law requires employees to be given a further 1.6 weeks holiday per year which amounts to 5.6 weeks a year including bank holidays to equate to the previous UK norm of employers paying for 4 weeks holiday per year plus bank holidays.

B&B owner discriminated when refused to allow homosexual couple to share a room

In *Black v Wilkinson*, Mrs Wilkinson, a Christian, ran a B&B from her family home. Her policy provided that only heterosexual married couples were allowed to share a room and so in March 2010, she refused to accommodate a homosexual couple.

Knowledge of disability is essential

In *Patel v Lloyds Pharmacy Ltd*, the Employment Appeal Tribunal struck out Mr Patel's claim for direct disability discrimination because there was no evidence that the manager accused of discrimination was aware of his disability.

Shareholder's homophobic comment gave rise to a discrimination claim

A shareholder of a Romanian football club commented to a journalist that he would prefer to close the football club than hire a homosexual player, in response to the suggestion that a player who was due to transfer to the club was homosexual.

Dismissal for bringing discrimination claim against former employer is

victimisation

In *Bouabdillah v Commerzbank AG*, an Employment Tribunal found that Commerzbank had victimised one of its employees when it dismissed her for bringing a claim against her former employer, Deutsche Bank.

How far do you have to go to prove 'reasonable adjustments'?

Mrs Wade worked for Sheffield Hallam University. Mrs Wade suffered from allergies which, for the purpose of disability discrimination legislation, amounted to a disability.

Legislation

As of 25 June 2013, the following reforms came into force:

- The qualifying period (2 years) for unfair dismissal will no longer apply where the main reason for dismissal is the employee's political opinions or affiliations.
 - Changes to whistleblowing law:
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Settlement sums payable net

In *Barden v Commodities Research Unit*, Mr Barden was the former CEO of Commodities Research Unit. On his retirement, he was paid a sum under a settlement agreement. The agreement simply stated that Commodities Research were to 'pay £1,350,000' to Mr Barden. It fell silent on whether the sum would be paid net or gross. The High Court ruled that the sum should be paid net of tax (that is, after deduction of tax). To do so otherwise would be commercially absurd.

TUPE and 'organised groupings'

In *Ceva Freight (UK) v Seawell*, Mr Moffat was employed by Ceva Freight, a logistics and freight company, and worked in the "outbound team". Although the team worked for a variety of clients, unlike his colleagues, Mr Moffat spent 100% of his time working on the account of one client, Seawell. In fact, Mr Moffat's contract specifically said that he had been employed for the purpose of enabling the contract with Seawell to be performed.