

No duty to disclose allegations of misconduct to employer

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An employee does not have an implied duty to disclose to his employer allegations made against him whilst working

elsewhere.

Mr Amadi worked part-time at The Basildon Academies, and also had a zero hours contract at Richmond upon Thames College. He was suspended by the college following allegations of sexual assault made against him by a female pupil. The police arrested Mr Amadi, but no prosecution took place. The Basildon Academies were subsequently contacted by the police, who informed them of the allegations. Mr Amadi was suspended by the Academies, and after a disciplinary hearing, was dismissed for gross misconduct; both for his failure to inform the Academies of his employment with the college, and his failure to disclose the allegations themselves.

The EAT concluded that in the absence of an express term, an employee is not obliged to inform an employer of his own misconduct.

In relation to the failure to inform the Academies of any other employment, the tribunal found him to be in breach of an express term of his contract. However, it did not follow that it was fair to dismiss him as a result.

This case will come as a warning to employers, who should ensure that an express term requiring employees to disclose allegations or instances of misconduct is included in employment contracts. It would also be worth considering extending that duty to incidents that may occur outside of work, particularly for part-time workers who may be employed elsewhere.

The Basildon Academies v Amadi UKEAT/0343/14

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