Harvey on Industrial Relations and Employment Law

This Bulletin covers material available to **1 May**.

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LEGISLATION

Further amendment to the SSP rules

By virtue of the Statutory Sick Pay (General) (Coronavirus Amendment) (No 3) Regulations 2020 SI 2020/427, a person who is extremely vulnerable due to an underlying condition and has been formally advised to follow rigorous shielding measures is deemed to be incapable of work for SSP purposes. This amendment (to the added Schedule to the SSP (General) Regulations 1982 SI 1982/894) came into force on 16 April, but it was possible to include it in Div R in Issue 282.

Calculating statutory entitlements when on furlough

The Maternity Allowance, Statutory Maternity Pay, Statutory Paternity Pay, Statutory Shared Parental Pay and Statutory Parental Bereavement Pay (Normal weekly Earnings, etc) (Coronavirus) (Amendment) Regulations 2020 SI 2020/450 amend the relevant regulations to provide that where the person claiming the pay has been placed on furlough, their weekly pay for statutory purposes is to be calculated as if they had still been on their normal pay. These provisions came into force on 25 April and will be incorporated into Div R in Issue 283.

Remote hearings in the EAT

The Employment Appeal Tribunal (Coronavirus) (Amendment) Rules 2020 SI 2020/415 add the following paragraph to rule 29 of the EAT Rules 1993 (Oral hearings) **R [742]**:

> '(3) Any oral hearing may be conducted, in whole or in part, by use of electronic communication (including by telephone) provided that the Appeal Tribunal considers that it would be just and equitable to do so and provided that the parties and members of the public attending the

hearing are able to hear what the Appeal Tribunal hears and see any witness as seen by the Appeal Tribunal.'

This amendment came into force on 9 April and will be incorporated into Div R in Issue 283.

DIVISION AII CONTRACTS OF EMPLOYMENT

Variation of contract; attempts at unilateral variation; effect on furloughing

AII [92.02]; G [101]

***Re Carluccio's Ltd* (*in admin*) *[2020] EWHC 886* (*Ch*), *[2020] All ER* (*D*) *81* (*Apr*)**

Administrators for the restaurant chain sought court guidance as to their position in relation to furloughing employees under the Coronavirus Job Retention Scheme. The judgment of Snowden J largely concerned the relationship between that scheme and the adoption of contracts by an administrator under the Insolvency Act 1986 Sch B1 para 99 **G [101]** (as to which, see further *Re Debenhams Retail Ltd (in admin)* [2020] EWHC 921 (Ch), [2020] All ER (D) 111 (Apr)). However, the application of the law there raised a point relating to variation of the contracts of those proposed to be furloughed.

The then version of the government scheme stated that there should be agreement with the employee and that 'employers must confirm in writing to their employee that they have been furloughed. A record of this communication must be kept for five years'. The administrators here sent a letter to the staff stating that they were to be put on to furlough leave. They were asked to reply by a certain date affirming that they agreed to the variation of their terms and conditions (including accepting the 80% of their wages covered by the scheme). It finally stated that if an employee did not agree, the administrators would have to consider their position, with the possibility of redundancy.

In the event, 1,707 agreed expressly, 4 refused (wanting redundancy) and 77 did not reply. Considering this split, the judgment confirmed that those accepting would go on to furlough with the administrators not being liable for anything beyond the 80%, and those refusing would not accept any variation and would be made redundant. The problem concerned the non-responders, especially as the letter had only given two choices, acceptance or redundancy. Was there any chance that they had accepted by mere acquiescence? This is of course always a difficult area at the best of times (which these are not). The judgment considered *Abrahall v Nottinghamshire CC* [2018] EWCA Civ 796, [2018] IRLR 628 and the guidance given there (set out at **AII [92.02]**). However, that case concerned events over a two-year period and the inferences to be drawn from a substantial course of conduct. Here, it had all happened very quickly, giving rise to little by way of actual evidence as to the meaning of non-response in given cases. As a result, it was impossible to infer acceptance. This is summed up at [51]–[54]:

'Further, reflecting the Scheme Guidance that furloughing should be done by agreement with employees, the terms of the Variation Letter expressly required employees to respond positively in order to agree the variation, and warned that a failure to respond could lead to them being considered for redundancy. These terms did not suggest that a failure to respond would be taken as consent to be furloughed, but suggested precisely the opposite. In addition, only a matter of days has elapsed since the Variation Letter was sent. Non-Responding Employees might not even have received it, still less considered it. It would, I think, require very strong evidence to reach a conclusion that, without more, the absence of objection over such a short period was to be equated to consent. Finally, although the option of furlough proposed in the Variation Letter has been regarded as manifestly advantageous by the overwhelming majority of employees who have accepted it, there are nonetheless a few employees who have rejected it. I had no evidence to explain why they did so, or to enable me to conclude that similar considerations would not apply to some of the Non-Responding Employees. Taking these factors together, I cannot reach the conclusion that the absence of a response from the Non-Responding Employees gives rise to the clear inference that they must have consented to the variation proposed. I do not say that such an inference might not be capable of being drawn if the letter had been differently phrased, if it could be proven to have been received, if more time had elapsed, or if the particular circumstances of the Non-Responding Employees had been explained in more granular detail (though I acknowledge that such an inquiry and explanation would be virtually impossible in the limited time available). As Underhill LJ observed in *Abrahall*, the inferences that can be drawn must depend on the particular circumstances of each case. All I can say, however, is that on the present facts of this case, no such variation can currently be established for the Non-Responding Employees.'

The result was that, unless they subsequently responded accepting the variation in the short timescale allowed, the non-responders were not adopted by the administrators under para 99 and there was no obligation on the administrators to furlough them. Instead, they remained in a form of zombie employment with the company with the rights only of unsecured creditors in the administration.

DIVISION DI UNFAIR DISMISSAL

Reinstatement and re-engagement; meaning of practicability; alternative staff available

DI [2394]

***Davies v D L Insurance Services Ltd UKEAT/0148/19* (*28 January 2020, unreported*)**

The claimant was dismissed in a redundancy exercise among area managers. The ET accepted that the redundancy was genuine but held that it was

conducted unfairly, largely because of too much subjectivity in the choice. On remedy, the ET considered re-engagement. The claimant had stated that he could take on a role as project manager, but the employer argued that he had limited experience of that role, would need training for it and, in any event, was not the best candidate for the job. The ET rejected re-engagement in a short passage emphasising its view that it had not been given enough material to identify a particular job of equivalent status and pay.

Choudhury P in the EAT allowed the employee's appeal. He agreed with the claimant that the ET had not applied the practicability test in the ERA 1996 s 116 **Q [740]** properly. On what is arguably the most important aspect of this case on the application of s 116, namely the employer's argument about better candidates available, the judgment states at [24]:

> 'I do not accept [counsel for the employer's] submission that an Order for re-engagement ought not to be considered practicable where the Claimant is demonstrably not the best candidate for the job or needs some skilling up. She submits that that would be to interfere with the employer's commercial judgement. However, an Order for reengagement would, as [counsel for the claimant] submitted in response, almost inevitably mean requiring the employer to do something it would rather not do or which it thinks might not be the ideal solution for its organisation. The Order may still be made if it would be practicable for the employer to comply with it. The employer's desires or commercial preferences are of little relevance, save to the extent that these might impinge on the question of practicability.
>
> An order for re-engagement is to be considered without reference to the fact that the employer has engaged a replacement. That seems to me to be a further indication that the statutory scheme, and its emphasis on practicability of compliance, is not trumped by what the employer might prefer as a matter of commercial judgement.'

DIVISION F TRANSFER OF UNDERTAKINGS

Relevant transfer; business transfers in EU law; asset-heavy industries

F [61]

Grafe v Südbrandenburger Nahverkehrs GmbH C-298/18, [2020] IRLR 399, ECJ

The facts of this case and the opinion of the Advocate General are set out at **F [61]**. It concerned a retendering of a contract for bus services in which the new contractor did not take on the buses but did retain a number of the old staff. A question arose whether this was a relevant transfer under EU law. The problem legally was that in the well-known case of *Oy Liikenne v Liskojärvi* C-172/99, [2001] IRLR 17 (see **L [54]**) the ECJ had held that in an 'asset-heavy' industry such as the bus services also in issue in that case, the fact that those assets are not taken over is capable of ruling out a relevant transfer, even if staff are retained. The new contractor relied on that case

here. However, in what the text refers to as a 'free-flowing Opinion' the Advocate General argued that *Oy Liikenne* should not apply, principally on the factual grounds that in this case there had been pressing technical and environmental reasons for not taking on these (elderly and non-compliant) buses. Instead, one should look more broadly at the nature of the services provided and the retention of staff. The ECJ have now accepted that Opinion and held that in these circumstances there can be in law a transfer.

As the learned editor of the IRLR points out, in typical form the court did not distinguish *Oy Liikenne* in the manner of a UK court; it just departed from it. Presumably, therefore, there will remain at least *some* mileage in future cases in the 'asset-heavy' argument, but the important point domestically is that this may not matter much in practice – not because we are in the process of leaving the EU but, more fundamentally, because the case concerned the EU law-based idea of a 'business transfer' under (here) TUPE SI 2006/246 reg 3(1)(a) **R [2292]**, whereas in domestic law such cases as this are almost certain to be dealt with under the wider UK-specific law on 'service provision changes' under reg 3(1)(b). It is difficult to see how this bus service retendering would not come within the latter.

DIVISION L EQUAL OPPORTUNITIES

Duty to make reasonable adjustments; provision, criterion or practice; substantial disadvantage

L [389], L [396]

***Rakova v London North West Healthcare NHS Trust UKEAT/0043/19* (*17 October 2019, unreported*)**

The questions as to what would be a reasonable adjustment and whether there has been a failure to provide it are largely ones of fact for an ET. However, the essential elements of the EqA 2010 s 20 **Q [1473]** must still be considered properly. This decision of Eady J in the EAT focussed on two of these, namely 'provision, criterion or practice' (PCP) and 'substantial disadvantage' and did so in the context not of more usual physical barriers to work, but of provision of electronic equipment and accompanying software.

The claimant suffered from certain accepted disabilities including dyslexia and dyspraxia. Her work included significant use of electronic equipment. There had been some efforts to provide specialised software, but she claimed that her employer had still failed to make reasonable adjustments in the light of her disabilities. This came down to three main issues:

(1) an alleged PCP that conventional software provided by the employer was to be used;

(2) a failure to provide updates for the specialised software provided; and

(3) not being able to access the employer's WiFi on her laptop.

The ET rejected her claims, on the bases that the alleged PCP applied to all employees, it only impacted her particularly because of failures in her

specialised software, that that impact only had the effect of making her work less efficient, which was not a substantial disadvantage, and that the WiFi problem had only lasted a month.

The EAT allowed her appeal, holding that the particular impact on her could establish a PCP, that the loss of efficiency could have a substantial effect, that there could be a *continuing* duty to provide working software and that the problems with the WiFi had in fact (as the ET had found) been a continuing issue for a year. On the important point about lesser efficiency, the judgment at [48] states:

> 'For my part, I cannot see that it can be assumed that a desire to achieve greater efficiency does not reflect the suffering of a substantial disadvantage. Whilst it might be that a Stakhanovite desire for greater productivity would be entirely unrelated to any disadvantage suffered by the employee in question, it is also possible that, where the disability in question means that an employee is unable to work as productively as other colleagues, adjustments to enable her to be more efficient would indeed relate to the substantial disadvantage she would otherwise suffer. The ET may, of course, have found that such disadvantages as were suffered by a particular complainant in terms of efficiency were entirely unrelated to her disabilities. Alternatively, it may go on to find that the adjustments in questions [sic] would not serve to mitigate the disadvantage, or would not be reasonable. What I cannot see, however, is why the ET in this case should simply assume (as it appears to have done) that there is necessarily a disconnect between seeking to be more efficient (thus acknowledging that one is less efficient) and claiming that that reflects a substantial disadvantage.'

Prohibited conduct; liability for others; harassment by third parties

L [462.02]

***BDW Trading Ltd v Kopec UKEAT/0197/19* (*13 December 2019, unreported*)**

The repeal in 2013 of the provisions of the EqA 2010 s 40(2)–(4) which used to impose liability on an employer for failing to protect an employee from discrimination (including harassment) by third parties can be seen clearly in this case. The claimant, a concierge employed by the respondent, was racially abused on two occasions by delivery drivers from other firms (with homophobic abuse too during the second). His managers had already had concerns about his own lack of 'soft skills' and took the view that he was partly responsible. He was disciplined and given a verbal warning, with a remedial plan. He considered that they had not dealt properly with the abuse incidents and, after a further disagreement with the managers, he resigned.

He claimed constructive unfair dismissal, discrimination (race, age and sexual orientation) and harassment on the same grounds. The ET held for him on unfair dismissal (based on breach of trust and confidence in the management's handling of his case). It then held against him on discrimination

because it was held on the facts that, although the managers had treated him unfairly, they had *not* been motivated themselves by any discrimination. That led to the live issue in the appeal, namely the claim of harassment. Here, the ET held that the respondent *was* liable because its failure to take seriously enough his complaints about the two incidents in question here came within the meaning of 'conduct related to' race and sexual orientation in s 26 **Q [1479]**.

On the employer's appeal, Kerr J in the EAT said that the problem here was that the ET had not considered the decision of the Court of Appeal in *UNITE the Union v Nailard* [2018] IRLR 730, [2019] ICR 28 which had considered in depth the effect of the repeal of s 40(2)–(4) and which held that: (1) there is now no statutory provision for (in effect) vicarious liability for third party discrimination or harassment; and (2) the law therefore reverted to the previous case law, especially *Conteh v Parking Partners Ltd* UKEAT/0288/10, [2011] ICR 341 (considered at **L [462.02]**). As to the ET's interpretation of s 26, this was covered at [98] in Underhill LJ's judgment in *Nailard* as follows:

> 'I do not believe … that the mere use of the formula "related to" is sufficient to convey an intention that employers who are themselves innocent of any discriminatory motivation should be liable for the discriminatory acts of third parties, even if they could have prevented them. In my view the "associative" effect of the phrase "related to" is more naturally applied only to the case where the discriminatory conduct is the employer's own …'

Applying this and *Conteh*, the key point was that there can now only be liability in these circumstances if the employer's failure to protect the employee was itself driven by discrimination. Here, in dismissing the claim for discrimination the ET had specifically *acquitted* the managers of any such motivation, so the finding for harassment was unsustainable.

Liability of employers and principals; reconsideration of the common law on vicarious liability

L [504.02]; AII [12]; NII [3908]

Barclays Bank plc v Various Claimants [2020] UKSC 13, [2020] 2 WLR 960

W M Morrison Supermarkets Ltd v Various Claimants [2020] UKSC 12, [2020] 2 WLR 941

The common law on vicarious liability is primarily of concern in the law of tort but, as the text at **L [504]** states, developments in it may colour the application of the statutory form of such liability in discrimination law (and see **NII [3908]** as to its applicability in industrial action cases). Hence, these two decisions of the Supreme Court are of interest here. The common law has seen a significant extension of vicarious liability ever since *Lister v Hesley Hall Ltd* [2001] UKHL 22, [2001] IRLR 472, [2001] ICR 665. What these new

cases, heard in tandem, suggest is that that movement has reached a point of 'thus far and no further' on the two key issues: (1) for whom is the employer liable? and (2) for what actions is the employer liable? *Barclays* addresses the first point (limiting the movement towards liability for non-employees) and *Morrison* addresses the second point (reaffirming the requirement of a strong work connection).

The facts of *Barclays* are set out at **L [504.02]**. It concerned liability for the criminal acts of an independent medical practitioner used by the bank to conduct medical examinations of applicants. The Court of Appeal, following the trend towards extending liability to individuals not actually employees, but being *analogous* ('sufficiently akin') to employees, held the bank liable, but the Supreme Court in a judgment by Lady Hale reversed that finding. The judgment accepts the movement to wider coverage, in particular in *Catholic Child Welfare Society v Various Claimants* [2012] UKSC 56, [2013] IRLR 219 (see **L [504.02]**) where Lord Phillips set out five factors favouring that development. However, the court here points out that those factors relate to the *policy* behind vicarious liability; they do not establish the legal rules on *when* such liability should apply. On that point, the heart of the decision here is that the modern cases do *not* abrogate the 'classic distinction between work done as part of the business of that employer and work done by an independent contractor as part of the business of that contractor'. Thus, a contractor may be 'sufficiently akin to' an employee if performing for the employer in much the same way, but not if acting as an independent contractor as classically understood. On the facts here, the medical practitioner was used ad hoc by the bank, as one of his many clients and as part of his independent practice. The bank was therefore not liable for his acts while doing so.

One aspect of all of this, commented on specifically by Lady Hale at the end of her judgment, reinforces a point consistently made in this work (see **AI [12]**), namely that in employment law we should be wary of placing too much emphasis on tort law precedents as to employee status. This has become particularly so since the development in employment legislation of the *middle* category of 'worker'. The court here were concerned *not* to try to align tort law ('akin to an employee') with that 'worker' category. At [29] it is stated:

> 'Until these recent developments, it was largely assumed that a person would be an employee for all purposes – employment law, tax, social security and vicarious liability. Recent developments have broken that link, which may be of benefit to people harmed by the torts of those working in the "gig" economy. It would be tempting to align the law of vicarious liability with employment law in a different way. Employment law now recognises two different types of "worker": (a) those who work under a contract of employment and (b) those who work under a contract "whereby the individual undertakes to do or perform personally any work or services for another party to the contract whose status is not by virtue of the contract that of a client or customer of any profession or business undertaking carried on by the individual" (Employment Rights Act 1996, section 230(3)). Limb (b) workers enjoy

> some but by no means all the employment rights enjoyed by limb (a) workers. It would be tempting to say that limb (b) encapsulates the distinction between people whose relationship is akin to employment and true independent contractors: people such as the solicitor in *Bates van Winkelhof v Clyde and Co LLP* [2014] UKSC 32; [2014] 1 WLR 2047, or the plumber in *Pimlico Plumbers Ltd v Smith* [2018] UKSC 29; [2018] ICR 1511. Asking that question may be helpful in identifying true independent contractors. But it would be going too far down the road to tidiness for this court to align the common law concept of vicarious liability, developed for one set of reasons, with the statutory concept of "worker", developed for a quite different set of reasons.'

This is a very helpful clarification.

Turning to *Morrison*, this concerned an in-house finance officer who had a personal grudge against his employer since being disciplined for a minor offence and receiving a verbal warning. Part of his job was to send pay information on staff nationally to the firm's outside accountants. In an act of revenge, he downloaded this personal information and published it on the Internet, doing so at home on his personal phone. He was quickly caught out and sentenced to eight years' imprisonment. The firm acted quickly to minimise the damage (at substantial cost) but hundreds of employees brought proceedings against the firm for breach of the (old) Data Protection Act, misuse of personal information and breach of confidence. A preliminary question arose as to whether the firm were vicariously liable for his actions. This involved an issue as to whether there could be such liability under the DPA, but this eventually became subsidiary because the real issue was how the common law of vicarious liability was to be applied here. In old money, had he been acting 'in the course of employment'? At first instance and in the Court of Appeal, the firm was held liable under what was seen as a consistent recent widening of the course of employment from 'authorisation' to 'close connection', especially since the decision in *Mohamud v W M Morrison Supermarkets plc* [2016] UKSC 11, [2016] IRLR 362 (considered at **L [504.03]**).

Allowing the firm's appeal, Lord Reed in the Supreme Court accepted that a wider approach has been taken in a series of cases since *Lister* (including at the highest level) *but* held that there had been a 'misunderstanding' of what Lord Toulson had said in *Mohamud*, which had been 'taken out of context' (a not unusual politician's defence!). Properly understood, that case did *not* give carte blanche to a judge to impose vicarious liability whenever there was *some* causative/temporal connection with what the employee was employed to do and it seemed 'right' to extend liability to the employer. Again, it was held that Lord Phillips' five factors were only relevant as to overall policy, not to the definition of liability. What was more pertinent was the judgment of Lord Nicholls in *Dubai Aluminium Co Ltd v Salaam* [2002] UKHL 48, [2003] IRLR 608 to the effect that the real distinction is between an employee engaged, however misguidedly, in furthering his employer's business and cases where the employee is engaged solely in pursuing his own interests.

Turning to the facts here, there was a distinction with *Mohamud*. That case concerned a physical assault by a service attendant on a customer who had racially abused him, seeking to bar him from the premises. In the instant case it was said that that meant that the employee was still trying to carry out the employer's business, not acing purely personally. In the instant case, however:

(i) disclosure to anyone other than the accountants of financial information was no part of the employee's job;

(ii) the short temporal link was not enough to extend liability;

(iii) he was acting for purely personal reasons of revenge;

(iv) his employment had merely given him the *opportunity* to act out that revenge, which is again not enough to extend liability; and

(v) the law here (as in tort law generally) is to progress incrementally, and there has been no previous case law allowing liability in a case where the employee was actively trying to *harm* the employer.

There was therefore no vicarious liability here. While the judgment is concerned not to say that any of the recent cases which seemed to loosen the connection requirement were wrongly decided, arguably the result is to put a brake on any further loosening, if not to roll the boundary back a little. One final point for lawyers of a certain age is that it is interesting to see in the judgment at least two references to that wonderful piece of Victoriana, whether the employee was acting 'on a frolic of his own?' (*Joel v Morison* (1843) 6 C & P 501, per Parke B). Would it be pressing the matter too far to ask if ultimately that is *actually* what this is still all about?

DIVISION PI PRACTICE AND PROCEDURE

Failure to respond; limited further participation by the respondent

PI [353.01]

***Chelmsford Unisex Hair Salon Ltd v Grunwell UKEAT/0135/19* (*29 October 2019, unreported*)**

In the leading case of *Office Equipment Systems Ltd v Hughes* [2018] EWCA Civ 1842, [2019] IRLR 748 (considered at **PI [353.01]**) the Court of Appeal held that, while there is no rule either way as to whether a debarred respondent should be allowed to participate in a remedies hearing, where there is to be a separate remedies hearing in a relatively complex case it would only be in an exceptional case that the respondent would not be allowed to participate in any way. The instant case before Deputy High Court Judge Gullick in the EAT shows that such exceptional cases can happen.

The respondent made no response to the claim. A liability judgment was entered in favour of the claimant. A scheduled preliminary hearing was turned into a remedies hearing. Notice of this was sent to the respondent at the correct address. It did not appear and the ET made an award of approximately £18,000 for missing holiday pay and maternity discrimination.

The respondent then sought to appeal this to the EAT, stating that the notice had not reached the relevant director. It was invited to apply for a review but did not do so. It provided no documentation for an appeal, even though by this time it had named a representative. It submitted no skeleton argument and on the day in question failed to appear before the EAT.

Hardly surprisingly, the EAT dismissed the appeal. It considered *Office Equipment*, but distinguished it on the basis that there the ET had refused participation and had proceeded to fix remedy without any hearing at all. Here, the representative had had notice of the remedies hearing, which had then been held. There had been no error in the ET deciding to continue in the respondent's absence.

Case management hearing; emphasis against altering decisions taken there at later hearing

PI [374]

***Payco Services Ltd v Sinka UKEAT/0134/19* (*15 January 2020, unreported*)**

The point is made in the text at **PI [374]** that although a case management decision can in theory be amended, the practice is not to do so at a subsequent hearing unless there has been a material change in circumstances. This decision of Judge Auerbach in the EAT is a good example of that.

There was a case management hearing at which it was ordered that three substantive issues and applications for a strike out or deposit order were to be considered at a public preliminary hearing. At that second hearing, the second EJ reserved her decision. When it came, it addressed some of the issues and made certain findings of fact, but concluded that final determinations could not be made until two further respondents were added and examined. The employer appealed and the EAT upheld that appeal.

There were two grounds for this. The principal one was that the second EJ had erred in going against the case management orders, in the absence of a material change of circumstances. The EAT relied on *Hart v English Heritage* [2006] IRLR 915, [2006] ICR 655, EAT and *Goldman Sachs Services Ltd v Montali* [2002] ICR 1251, EAT, which are considered in the text. Here, the second EJ should have restricted herself to the issues in the case management directions and made such determinations as were possible on the facts found. This error was compounded by the second ground, which was that in adopting this course she had done so without involving the parties and giving them an opportunity to make representations.

REFERENCE UPDATE

Bulletin	Case	Reference
492	*Korstal v Dunkley*	[2020] ICR 217, CA
492	*Arcadia Petroleum Ltd v Bosworth*	[2020] ICR 394, ECJ

Reference Update

Bulletin	Case	Reference
492	*Heskett v Secretary of State for Justice*	[2020] ICR 359, EAT
494	*Q Ltd v L*	[2020] ICR 420, CA
494	*Barosso v New Look Retailers Ltd*	[2020] ICR 448, EAT
495	*Limoine v Sharma*	[2020] ICR 359, EAT
500	*Uddin v London Borough of Ealing*	[2020] IRLR 332, EAT
500	*Robinson v Al Qasimi*	[2020] IRLR 345, EAT
500	*Tesco Stores Ltd v Tennant*	[2020] IRLR 363, EAT
500	*Ishola v Transport for London*	[2020] IRLR 368, CA
500	*Jesudason v Alder Hay Children's NHS Foundation Trust*	[2020] IRLR 374, CA
500	*Allen v Dodd & Co Ltd*	[2020] IRLR 387, CA

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