



Christian Bookshop Dismissals

32 former workers at a chain of Christian bookshops owned by the St Stephen the Great Charitable Trust were held to be unfairly dismissed when they refused to sign new employment contracts.

The new contracts would have increased their hours of work, reduced their holidays and detrimentally altered their pension entitlements.

Guide to Employing Children

The Department for Children, Schools and Families has published its Guidance on the Employment of Children.

The Guide includes a useful summary of the law on the relevant age limits for employing children and hours of work but also includes employer's health and safety obligations when employing children and the measures that employers need to take to safeguard children at work.

Dress Code Dismissal

An employee with a prosthetic arm was constructively unfairly dismissed from Abercrombie and Fitch's flagship Saville Row store after breaching the store's dress code.

The employee left her employment after the alleged 'humiliation' of being made to work in the stock room. The Tribunal held as a matter of fact that "...the reason for the Claimant's dismissal was her breach of the look policy in wearing a cardigan."

The employee was awarded £136 basic compensation, £1,077 for loss of earnings and £6,800 for unlawful harassment. However, the tribunal refused to allow a claim for direct disability discrimination.

Amnesty International Racism Allegation Upheld

Amnesty International has been found to be in breach of the Race Relations Act 1976 ("RRA") when it refused to employ a woman of Sudanese ethnic origin to the position of Sudanese Researcher.

Under the RRA one person discriminates against another when "...on racial grounds he treats that other less favourably than he treats or would treat other persons."

Amnesty claimed that appointing the Sudanese woman to the position might indicate that the organisation lacked impartiality and might expose the woman and her colleagues to unacceptable safety risks.

However, the Employment Appeal Tribunal considered whether the

act complained of was intentional or the unintended result of a racially benign organisational policy.

The Tribunal found that Amnesty's motive was irrelevant and that this was a clear act of direct racial discrimination. Direct discrimination cannot be objectively justified under the RRA.

However, the EAT also found that there was no breach of the implied contractual term of mutual trust and confidence between employer and employee as Amnesty had not acted unreasonably and without proper cause in a manner calculated or likely to seriously damage the employment relationship.

Unauthorised Interview Was Not Gross Misconduct

A chaplain at one of the Home Office's immigration detention centres was unfairly dismissed despite giving an unauthorised interview to the media, contrary to the centre's clear policy.

The Chaplain's dismissal letter referred to the potential for information to be distributed to unauthorised parties which might, in turn, bring the organisation into disrepute. However, at the hearing it was found that the employer had neither heard, nor read a transcript, of the unauthorised interview! The Tribunal therefore found that it was impossible for the employer to have formed a view as to the likelihood or seriousness of the potential disrepute. The dismissal was not, therefore, within the range of reasonable responses open to the employer.

Sham "Contract Supply Agreement" Was Unlawful

A worker was an employee despite signing a "Contract Supply Agreement" indicating that he was a self-employed contractor and despite the existence of an 'entire agreement' clause in the contract. The Court of Appeal held that the agreement was a sham and bore no relation to the manner in which the parties had conducted themselves.