

A Woman v Dermot Morgan trading as Harbour Dental Practice

Sex discrimination proceedings brought in the Industrial Tribunal which settled on 21 October 2015.

Summary

The Claimant was employed as a Dental Nurse with the Respondent from July 2011.

The Claimant alleged that whilst she was off work on her second period of maternity leave she made contact with the Respondent on 9 February 2015 to advise that she was due to return to work on the 6 April 2015.

The Claimant alleged that on the 19 February 2015 the Respondent informed her that her job was no longer available and he was going to make her redundant. She alleged that he told the Claimant that he had entered into a legal contract with the person who was covering her maternity leave and had given her a permanent contract.

The Claimant alleges that she asked him to confirm her redundancy in writing but he failed to do this.

During her second period of maternity leave in 2014 the Claimant had become pregnant for the third time and had told her employer in October 2014. The Claimant had miscarried in December 2014. The Claimant had wished to return to work in April 2015.

On 6 March 2015 the Claimant sent a letter of grievance to the Respondent appealing the decision to terminate her employment and stating that she believed she had been unfairly selected for redundancy because of pregnancy and maternity absence.

The Respondent replied by letter dated 10 March 2015 and alleged that he did not make her redundant, that she had gone to him in October 2014 and told him she was pregnant again with her third child and due to financial reasons it would not be practical for her to return to work.

The Claimant alleged that she did visit her employer in October 2014 out of courtesy to inform them that she was pregnant again and that when that current maternity leave was due to end in April 2015, another maternity leave would commence immediately. She disputes that she resigned her employment. She stated that she would never have resigned from her job half way through her maternity pay and in the middle of her maternity leave.

On the 25 March 2015 the Respondent invited the Claimant to attend a meeting to reach an agreement and to make arrangements for her to return to work. By letter dated 27 March 2015 the Claimant responded that she could not attend any meeting for

the sake of her psychological wellbeing. She believed that that the mutual trust and confidence had broken down between them.

The Respondent paid the Claimant £5,000. The Respondent made the payment on a purely economic basis in order to avoid the costs of a four day hearing. Nothing in these terms should be interpreted or construed as an admission of liability on the part of the Respondent. The Respondent denied liability in respect of the Claimant' Industrial Tribunal claim and the allegations contained therein. The Respondent affirmed his commitment to the principle of equality of opportunity and to ensuring that the practices policies, practices and procedures conform in all respects with the Sex Discrimination (NI) Order 1976 (as amended). The Respondent undertook to meet with the Equality Commission to review the practices maternity policies, harassment policies and equal opportunities policies , practices and procedures to ensure same comply in all respects with its obligations under current national and European law, and the relevant codes of practice, and in particular those issued under the Sex Discrimination (NI) Order 1976 (as amended). The Respondent agreed to consider all reasonable recommendations made by the Commission including, where appropriate, amendment of policies and procedures and the training of staff.