

Andrew Dunleavy v Northern Portrush Hotel Limited trading as The Ramada Hotel.

Disability discrimination proceedings brought in the Industrial Tribunal which settled on 19 January 2016.

Summary

The Claimant lives with dyslexia and has a history of mental illness.

From July 2012 until 30 March 2015, he was employed by the Respondent as a chef. The Claimant alleged that he made the Head Chef aware of the fact that he was dyslexic and of his mental health issues.

The Claimant alleged that he got on well in his job until in or around August 2014. He alleged that a manager's treatment of him on the 2 August 2014 and 15 November 2014 amounted to harassment of a disabled person. He believed that the manager had unfairly criticized his work and had belittled him.

The Applicant attended the doctor after the incident of 14 November 2014 and was certified as unfit to work due to work-related stress.

Whilst the Claimant was on sick-leave he was asked to attend a 'welfare meeting' with an employment specialist. The manager was also present at the meeting. The Claimant understood that the purpose of this meeting was to discuss his health and the steps that could be undertaken to facilitate his return to work. He alleged that in the course of this meeting he raised concerns about the manner in which he had been treated by the manager prior to him going on sick-leave. The Claimant alleged that the manager responded to this by threatening him with legal action if he said anything derogatory about the manager.

The Claimant alleged that following his 'welfare meeting' he received a letter dated 10 December 2014 totally refuting the allegations that he had made against the manager and informing him that he would be subject to disciplinary proceedings. Allegations were made against him of making false allegations in bad faith against a work colleague, failure to devote his whole time and attention to (his) job, insubordination and taking unauthorised breaks.

Following receipt of this letter the Claimant raised a formal grievance about the treatment afforded to him by the manager. He alleged that the treatment 'amounts to discrimination against me on grounds of disability because of my Learning Disability of which the employer was aware and failed to make reasonable adjustments.'

The Claimant attended a grievance meeting on 10 January 2015. He was notified of the outcome by way of letter dated 16 January 2015. His grievances were not upheld. The

letter went on to advise him that he was expected to return to work 'with immediate effect' and that he should report to work on the 18 January 2015.

The Claimant appealed the outcome of his grievance by way of letter dated 19 January 2015. He stated at the outset that he would not be returning to work until 'the issues generating stress at work are resolved'. The Claimant alleged that the manager had failed to make reasonable adjustments in dealing with him and that the treatment of him amounted to harassment of a disabled person.

The Claimant attended his grievance appeal meeting on the 30 January 2015. It was conducted by an employment law consultant. The Claimant recorded the grievance appeal hearing and alleged that during this meeting he was subjected to aggressive and intimidating behaviour.

The Claimant was advised of the outcome of his grievance appeal hearing by way of letter dated 23 February 2015. His grievance was not upheld.

The Claimant received a further letter from the Respondent on the 9 April 2015 advising him that he has been dismissed for 'gross misconduct' and 'Some Other Substantial Reason.' The Claimant believed that he had been unfairly dismissed and subjected to victimization because he had raised a complaint of disability discrimination.

Northern Portrush Hotel Limited trading as the Ramada Hotel agreed to pay to the Claimant, without admission of liability, the sum of £12,500. The Respondent affirmed its commitment to the principle of equality of opportunity in employment and to ensuring that its policies and procedures comply in all respects with its obligations under current domestic and European equality law, and the relevant codes of practice, in particular those issued under the Disability Discrimination Act 1995 (as amended). The Respondent undertook to liaise with the Equality Commission to review its equal opportunities policies and procedures and in particular those policies and procedures concerning disability awareness. The Respondent further undertook to consider such recommendations as the Commission may make, within a reasonable time scale and in the event that policies and procedures are amended to communicate same to staff and to ensure that decision-makers are properly trained therein. The Respondent agreed to furnish in respect of the Claimant a factual written and signed reference on company headed notepaper which any third party may request the Respondent to give in relation to the Claimant. The Respondent agreed to furnish to the Claimant a signed copy of the said reference on company headed notepaper.