

## **Christine Hanson v Belfast Health and Social Care Trust**

Settlement of sex discrimination proceedings brought in the Industrial Tribunal which settled on 7 March 2017.

### **Summary**

The Claimant is a woman who was employed by the Respondent on a temporary fixed term contract as a Counsellor from March 2014 to June 2016.

In January 2015 the Claimant discovered she was pregnant. She informed Human Resources (HR) and completed documentation to indicate that she was willing to return to work after maternity leave.

In August 2015 the Claimant's manager told her that it was unlikely there would be a job for her to return to after maternity leave. The Claimant's manager assured her that hopefully it would be sorted.

The Claimant's baby was born in October 2015. The Claimant was contacted a number of times by her manager about whether she would have a job to return to and was very unhappy with changing predictions of the likelihood of her return to work.

By the end of March 2016 the Claimant alleged that her manager contacted her and told her there was no job offer and if there was any work it was going to be sessional work with no Trust benefits, no sick leave or maternity leave. The Claimant's manager then told the Claimant that she owed £2,500 maternity money to the Trust and if she remained off on maternity then she would owe £5,000. The Claimant's manager told her to phone Human Resources to sort out her maternity money. She also told the Claimant that she had incorrectly ticked she was returning to work on her maternity forms. The Claimant's manager told her to rectify this and complete a new form and to indicate that she did not want to return to work.

The Claimant spoke with HR who told her she did not have to repay her maternity pay and that she did not have to change her maternity forms.

At the end of April 2016 the Claimant met a colleague, who had the same contract as the Claimant. The colleague's post was made permanent without a recruitment exercise being carried out. The Claimant believed that she was excluded from competing for this post because she was off on maternity leave.

The Claimant was ultimately informed by text that there was definitely no job for her to return to after her maternity leave.

The Respondent, without admission of liability, agreed to pay to the Claimant the sum of £7,500. The Respondent affirmed its commitment to the principle of equality of opportunity in employment. The Respondent undertook to meet with the Commission to review its policies, practices and procedures relating to pregnancy and maternity to ensure they are effective and conform with the requirements of the Sex Discrimination (NI) Order 1976 as amended and relevant codes of practice. Further, the Respondent agreed to take steps to implement any reasonable recommendations the Commission

may make to include the training of those involved in the processes of selection of employees for redundancy during the periods protected by pregnancy or maternity leave.

