

Mr K Dark
32 Chavenage
Kingswood
Bristol
BS15 4LA

October 27th 2014

Mrs A Hubball
Blythgroup
Hordern Road
Wolverhampton
WV6 0HS

WITHOUT PREJUDICE

Re-Internal Restructure

Dear Mrs Hubball

Thank you for your response email dated Oct 24th 2014 @ 14.32pm,

I have since had further meeting with my legal advisor and we contest your comments.

It appears that you keep referring to a Zero Hour Contract as an escape route; this is not the case or grievance.

My employment was terminated whilst I was off work due to sickness; **this is unlawful dismissal**, whether you have a Zero Hour Contract or a Hundred Hour contract.
May I also add that since my employment began on 2nd December 2013 I was working every week doing 48-50 hours per week every week

Please be advise to terminate employment whilst off sick requires procedures that must be followed and adhered to.

Before dismissing The Blyth Group would be expected to have taken great care, which should be demonstrable with evidence, to explore all options and follow appropriate procedure, including, going through formal warning stages, which were not carried out

I have set out below procedures that should have been carried out

I should have been warned before the disciplinary process that my employment could be ended so that I was fully aware of the seriousness of the situation

A reasonable investigation about my condition, and whether it would be likely that I could return to work

Consulted me before you made the decision to dismiss me, or invite me to a meeting

Made reasonable efforts to explore options

- 1 How long I would be off work, did Blyth Group have an accurate record of sick leave?
- 2 What did Blyth Group do to get information about my medical condition?
- 3 What any medical evidence said about my condition, including my ability to do alternative work or when I might be likely to return to work
- 4 Whether I was due to have any further treatment that might have improved my chance of returning to work.
- 5 Has the right employee been chosen due to company restructure, or is there alternative, less experienced employee that carries out the same/similar job

The Blyth Group carried out none of the above or any other similar procedure that is required.

As you are aware there is now a two year continuous employment qualifying criteria for making unfair dismissal claims, no matter what contract has been issued, many employers take the view that with employees who have been employed for less than this length of time, they can safely dismiss. This can be a huge mistake there is no continuous employment requirement to employees before dismissing for sickness absences.

We also bring to your attention that I did not know that The Blyth Group had terminated my employment until I received your letter (Dated October 9th 2014) on Monday 13th October 2014 containing my wage slip and P45, which was three days into my sickness, the sick note was sent to you on Monday October 6th 2014, therefore I had not been given proper notice as required by law.

We also dispute your comments concerning final wages:

Week Commencing 29th September - off sick paid in full (although it should have only been SSP at £35.02)

This is incorrect I was not off sick until Monday October 6th 2014 (sick note attached) therefore time sheet was submitted and week commencing 29th September was worked until Friday October 3rd 2014 therefore SSP would have not been necessary, therefore monies still outstanding

In addition to this you have been overpaid by 5 days holiday.

This is also incorrect, further to our meeting in your offices on Wednesday 24th September 2014 with yourself and Mr Robbie Hubball it was agreed that FOUR days so called holiday would be paid even though they are not accrued, the said four days would be paid in compensation, and my holiday entitlement would still stand at TEN days for which at least THREE days would have to be kept in hand for the xmas shut down period. This is for the use of my personal car and fuel costs when surveys were carried out covering the M5 corridor on the way from Bristol to Wolverhampton office and on the way from the Wolverhampton office back to Bristol as no fuel or car allowance had been paid by The Blyth Group since the new post coded areas were introduced.

We hope this now clarifies the situation and we stand by our offer for full and final settlement as follows:

We are prepared to accept four weeks' notice period at £576.85 per week in full and final settlement total of £2307.40p. (Tax Free)

If you decide to disagree with our settlement figure then we will have no alternative but to apply to the Law Court in Bristol to claim unlawful dismissal due to sickness this will be a costly route to go down as you will be liable for costs, also we advise that the final settlement figure as at today`s date will be withdrawn.

The costs will be increased and payable for a reasonable amount of time that I am unemployed until I find suitable employment at the same wage of £576.85 per week

We hope the latter paragraph does not apply

We look forward to your reply within **SEVEN** days, and receipt of the settlement figure

Yours sincerely

K Dark