

# HR Hub - Employment Law Update

## Section 1 - General Changes

### Minimum Rates

#### National Minimum Wage

From 1 April 2024 the national minimum wages are changing, now with workers aged 21 and over being entitled to the National Living Wage. The new wages are below:

21 and over	18 to 20	Under 18	Apprentice
£11.44	£8.60	£6.40	£6.40

#### Employment Tribunal Compensation

The government has announced the annual changes in compensation limits for awards made in the employment tribunal, these changes are contained in *The Employment Rights (Increase of Limits) Order 2024*. The key increases are:

- The maximum compensatory award for unfair dismissal increasing from £105,707 to £115,115.
- The limit on a week's pay when calculating redundancy pay rising from £643 to £700.
- The minimum basic award for dismissal on trade union, health and safety, occupational pension scheme trustee, employee representative and on working time grounds only, increasing from £7,836 to £8,533.
- The cap for basic award for unfair dismissal and statutory redundancy payment increasing to £21,000

#### Statutory Payments

Statutory sick pay will be increasing from £109.40 to £116.75 per week.

From 7<sup>th</sup> April 2024 statutory payments for those on family leave will be increasing as per the below:

Payments	From 7 April 2024
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<b>Statutory shared parental pay (ShPP)</b> Statutory rate or 90% of employee's weekly earnings if this is lower.	£184.03
<b>Statutory maternity pay (SMP)</b> First six weeks – 90% of employee's average weekly earnings. Remaining weeks at the statutory rate or 90% of employee's weekly earnings if this is lower.	£184.03
<b>Statutory adoption pay (SAP)</b> First six weeks – 90% of employee's average weekly earnings. Remaining weeks at the statutory rate or 90% of employee's weekly earnings if this is lower.	£184.03
<b>Statutory paternity pay (SPP)</b> Statutory rate or 90% of employee's weekly earnings if this is lower.	£184.03
<b>Statutory parental bereavement pay (SPBP)</b> Statutory rate or 90% of employee's weekly earnings if this is lower	£184.03

## Holiday Pay

On 1 January 2024, the Working Time Regulations were amended to reform holiday entitlement and holiday pay calculations. The changes include:

- Introducing an accrual method of calculating holiday entitlement for workers with irregular hours and part year workers;
- Introducing rolled up holiday pay;
- Defining “normal remuneration”.

Although the changes came in on 1 January 2024, the reforms relating to irregular hours and part-year workers only apply to leave years beginning on or after 1 April 2024 so if you use a calendar year as the holiday year, these changes will only apply from 2025.

### How statutory holiday entitlement is accrued

Statutory holiday entitlement for part year and irregular hours workers will (for leave years starting on or after 1 April 2024) be calculated as 12.07% of actual hours worked in a pay period.

An irregular hours or part year worker may be contractually entitled to more than the minimum 5.6 weeks entitlement, in which case the figure to base holiday hours off will be different. To find the relevant percentage for these workers the calculation is as follows (total holiday entitlement / remaining working weeks in a year)x100 e.g. if someone is entitled to 6 weeks leave according to their contract then  $(6/46) \times 100 = 13.04$ , therefore this workers holiday entitlement would be accrued at 13.04% of actual hours worked.

### Rolled up holiday pay

Prior to the new rules coming into force, rolled-up holiday pay was not permitted, however for leave years starting from 1 April 2024, employers will now have this option for irregular hour and part year workers. This provides an additional method for employers to calculate holiday pay by consolidating the basic pay and accrued holiday pay into one payment. The holiday pay is still calculated at a rate of 12.07% (unless contractually entitled to a higher rate) and will be calculated against the hours worked in the same pay period and itemised separately on the worker's payslip.

Employers can instead choose to just pay holiday pay when holiday is taken, calculated at the rate of a week's pay for each week's holiday. A week's pay will be the average amount of weekly pay over the previous 52 weeks. Any weeks during which no work was performed or any weeks on sick leave or family leave are excluded from the calculation.

### Carrying leave forward

From 1 January 2024, a worker will be entitled to carry forward the leave they should have been allowed to take if:

- The employer has refused to pay a worker their paid leave
- The employer has not given the worker a reasonable opportunity to take their leave and encourage them to do so; or
- The employer failed to inform the worker that untaken leave must be used before the end of the year to prevent it from being lost

A worker will also still be able to carry forward leave into the following leave year if they have been unable to take the leave as a result of taking maternity or other family related leave or as a result of sick leave.

### Normal Remuneration

The new Regulations codify retained EU and domestic case law in relation to the definition of "normal remuneration" for holiday pay purposes. A week's pay for holiday under the new regulations now includes:

- i) Payments, including commission payments, intrinsically linked to the performance of tasks which a worker is obliged under their contract to carry out.
- ii) Payments for professional or personal status relating to length of service, seniority, or professional qualifications.
- iii) Payments, such as overtime payments, which have been regularly paid to a worker in the 52 weeks preceding the calculation date.

## TUPE

The Employment Rights (Amendment, Revocation and Transitional Provision) Regulations 2023 will amend TUPE to allow businesses with either less than 50 employees, or transfers involving less than 10 employees, to consult with employees directly and not undertake collective consultation as part of the transfer process. This change aims to streamline the TUPE transfer process, where small transfers are taking place.

## Flexible Working

Changes to flexible working have been made following Parliament's approval of the Employment Relations (Flexible Working) Bill. Coupled with the Flexible Working (Amendment) Regulations 2023, changes will be made to flexible working legislation.

With effect from 6 April 2024, the regulations revoke a previous requirement for an employee to have been continuously employed for a period of at least 26 weeks. Therefore, no service will be required in order to make a flexible working request on or after 6 April 2024, in other words it becomes a day one right.

In addition, the laws surrounding flexible working will be updated as follows:

1. The process is triggered by the employee making a written request and will no longer be required to set out how their flexible working request would impact the business;
2. A new legal duty for employers to consult with employees about alternatives to their flexible working request (currently you only have to consider the specific request made by the employee), an employer will not be permitted to refuse a request unless the employee has been consulted;
3. Two flexible working requests could be made in any 12-month period (currently only one is permitted); and
4. Employers would have to respond to flexible working requests within two months (currently, you have three months).

The above changes are also anticipated to come into force on 6 April 2024.

There are no changes to the eight business reasons that you can rely on to lawfully refuse a request for flexible working. So if there are legitimate concerns such as costs, recruitment and performance, you might be able to reject the request.

## Predictable Working

The Workers (Predictable Terms and Conditions) Act 2023 will amend the Employment Rights Act 1996 to give workers and agency workers the right to request more predictable terms and conditions of work. It aims to provide increasing certainty for gig economy workers regarding their working patterns. It is expected to come into force around September 2024.

A worker will be able to apply to change their terms of employment if all of the following apply:

- The change relates to the working pattern
- There is a lack of predictability in relation to the work the worker does
- The purpose of the request is to get a more predictable working pattern

The employer in receipt of an application for predictable working is expected to

- Deal with the application reasonably
- Notify the worker of the decision within 1 month, known as the "decision period"
- Only reject the request if you consider one or more of the following applies:
  - There will be a burden of costs
  - Detrimental impact on the recruitment of staff
  - Detrimental impact on aspects of the business
  - Detrimental effect on the ability to meet customer demand
  - Insufficiency of work during the period the worker proposes to work
  - Planned structural changes

Acas has produced a draft Code outlining the suggested procedure for dealing with request for a predictable working pattern. This includes meeting with the worker to discuss the request and assess the impact of the change for both the employer and the worker. The worker should also be allowed to appeal the decision and be informed of the deadline for appeal. All decisions should be relayed to the worker in writing and within one month of the date of the request.

## Family Leave Reforms

### Protection from redundancy for pregnant employees and family-leave returners

Previously employees on maternity, shared paternity or adoption leave were given priority over other employees that are at risk of redundancy by having the right to be offered a suitable alternative role. The *Protection from Redundancy (Pregnancy and Family Leave) Act 2023* and *The Maternity Leave, Adoption Leave and Shared Parental Leave (Amendment) Regulations 2024* will extend the protections in relation to redundancy.

The **protected period is extended** as follows: -

1. Pregnancy – the protected period will commence when the employee notifies the employer of their pregnancy (provided on or after 6 April 2024) and end either when maternity leave starts or if not entitled to maternity leave, two weeks after the end of pregnancy.
2. For maternity – the protected period will cover 18 months from the first day of the estimated week of childbirth. The protected period can be changed to cover 18 months from the exact date of birth, if the employee gives the employer notice of this date prior to the end of maternity leave.
3. For adoption – the protected period will cover 18 months from placement for adoption.
4. For shared parental leave – the protected period will cover 18 months from birth, provided that the parent has taken a period of at least 6 consecutive weeks of shared parental leave. If the SPL taken is less than 6 weeks, the protection will only apply during the period of SPL. This protection will not apply if the employee is otherwise protected under 1. or 2. above.

The extension of the protected period, to cover a period of time after leave has been taken, will apply to any maternity and adoption leave ending on, or after, 6 April 2024. This will also apply to any shared parental leave starting on, or after, 6 April 2024.

### Paternity leave changes

Under the *Paternity Leave (amendment) Regulations 2024* there will be greater choice for employees to take paternity leave in two separate one-week blocks. Paternity leave can be taken in the first year after birth or adoption, rather than within the first 8 weeks. Equally it is worth noting that paternity leave cannot be taken after shared parental leave.

An employee is required to give just 28 days' notice prior to each period of leave.

The new regulations will apply where the expected week of childbirth or placement for adoption is after 6 April 2024.

## Carer's Leave

*Carer's Leave Act 2023* and *Carer's Leave Regulations 2024* will introduce a new legal entitlement of one week's unpaid leave in a rolling 12 month period for employees who are providing or arranging care for a dependant with a long term care need. It will apply to all employees from the start of their employment.

The new legislation has helpfully defined what is meant by a dependant for the purposes of providing or arranging care. This includes:

1. a spouse, civil partner, child or parent of the employee,
2. someone who lives in the same household as the employee, or
3. someone who reasonably relies on the employee to provide or arrange care

The legislation has also set out what is meant by a long-term care need. This includes:

1. an illness or injury (whether physical or mental) that requires, or is likely to require, care for more than three months,
2. a condition which satisfies the legal definition of disability under the Equality Act 2010, or
3. situations where care is required for a reason connected with old age.

The entitlement doesn't have to be taken in a single block of 5 working days or a calendar week. It can be exercised flexibly, namely individual or half days, provided that the total amount of time taken off work in a 12-month period does not exceed the total number of days the employee normally works in a normal week.

Employees will be required to give reasonable notice to take carer's leave. A leave request cannot be denied but may be postponed, provided that you:

- Show that postponement would not be unduly disruptive to your business.
- Allow the employee to take a period of carer's leave within a month of the original period requested.
- Give the employee a written notice within 7 days of the request, setting out the reasons for postponement and the agreed dates the leave can be taken.

## Reforms to Prevent Sexual Harassment

The Worker Protection Bill has been updated, meaning that from 26 October 2024, employers will have a new duty to take proactive and '**reasonable steps**' to prevent sexual harassment of their employees in the workplace.

Prior to October 2024 you should consider reviewing and updating policies and processes to ensure a proactive approach to preventing sexual harassment. Equally you will want to consider implementing effective training to ensure you can demonstrate steps taken should a complaint arise.

## Section 2 - Immigration Changes

Skilled Worker salary increase

When sponsoring a Skilled Worker, employers must ensure they pay the higher of the following three rates:

- a) the general annual salary threshold
- b) the going rate for the SOC code in question
- c) the specified hourly rate

From 4 April 2024, the general annual salary threshold is increasing from £26,200 to £38,700. The going rates for each SOC code will also increase from the 25<sup>th</sup> percentile to the median rate. The hourly rate will also increase from £10.75 to £15.88. The new salary threshold will not apply to anyone who already has a Skilled Worker visa or has applied for one when the rule change in April; these workers will be able to change employers, extend their permission and apply for settlement after the changes without being subjected to the new threshold.

### Shortage occupation list

As of 4 April 2024, the Shortage Occupation List will be replaced with the new Immigration Salary List (ISL). Roles on the ISL will continue to benefit from a 20% discount to the general annual salary threshold, resulting in a reduced minimum salary of £30,960, or the occupation-specific threshold, whichever is higher. There are further exemptions to the threshold for those under the Health and Care worker visa, with a general minimum salary of £29,000 and for those roles on the ISL either £23,200 or their occupation specific threshold, whichever is higher.

### Civil penalties increase for illegal working

With effect from 13 February 2024, the civil penalties for illegal working have increased. The civil penalty for employers who employ an individual without the appropriate immigration permission in the UK have tripled from a previous position of £15,000 per illegal worker for a first breach, to £45,000 per illegal worker and from £20,000 per illegal worker for subsequent breaches to £60,000 per illegal worker.

### Supplementary Work

On 9 February 2024, the Home Office issued updated guidance on right to work checks. For supplementary work specifically, they introduced a range of further considerations that employers may want to take when offering work to sponsored workers. Previously, the requirement was for an employer who provided supplementary worker to a sponsored worker to undertake a right to work check. Updated guidance goes further in suggesting employers should ask workers to provide evidence from their sponsor confirming:

1. The fact they are still working for their sponsor
2. Job description and SOC code
3. Normal working hours

Further, the current position for sponsored workers wishing to undertake supplementary work is that the supplementary work must be in a role that is in the same SOC code as the role they are sponsored under, or a job on the shortage occupation list. From 4 April 2024, the position is changing so that sponsored workers can undertake supplementary work. This is changing so that workers will be able to undertake supplementary work in any occupation which is eligible for sponsorship.

## Renewing sponsor licence

On 24 January the Home Office announced through the SMS that any sponsor licence expiring on or after 6 April 2024 has been automatically extended for 10 years from the original licence end date. For example, a licence due to expire on 1 January 2025 will now expire on 1 January 2035. Sponsors should check their SMS licence summary page to ensure that the extra 10 years have been added. The licence will continue until that new date unless the sponsor surrenders it, or the Home Office revokes it due to compliance breaches.

## Biometric Residence Permits

The government has indicated that from April 2024, existing BRP holders who do not have a UKVI account will be contacted by the Home Office requesting they make such an account before the end of the year. This is a part of a wider digitisation project to replace BRPs with e-visas.

## Section 3 - In the News and Future Developments

### Acas Updated Code of Practice

Following consultation, Acas has made several revisions to the Code concerning flexible working, including:

- no longer requiring formal meetings following acceptance of a flexible working request
- in circumstances where the original request cannot be fully met, discuss with the employee any potential modifications
- extending the list of categories of companion allowed to accompany an employee to a request meeting (however there is no statutory right)
- all organisations, regardless of size, ensuring that a different manager handles the appeal over flexible working requests

The final version of the Code will work hand in hand with the upcoming Employment Relations (Flexible Working) Act 2023 and new Regulations on flexible working.

### ICO Issues guidance on information sharing in a mental health emergency

The guidance sets out advice on when and how it is appropriate to share workers personal information where the employer believes that is at risk of causing serious harm to themselves or other due to their mental health. It considers what a mental health emergency is, how the information differs under data protection law, how to plan for information sharing and the lawful bases and special category conditions that are most likely to apply.

### Employment Tribunal Fees

The government has opened a consultation on the reintroduction of employment tribunal fees, despite the Supreme court ruling them unlawful in 2017. The proposed fee is £55 to issue any claim at ET with no additional hearing fee. The consultation is open until 25 March 2024.

## Section 4 - Case Law Update

### SPI Spirits (UK) Ltd and anor v Zabelin

**FACTS:** During the pandemic SPI imposed a 30% pay cut on all employees for a fixed period. They then sought to extend this pay reduction period with no end date given. Mr Zabelin raised concerns that the pay cut would breach his contract and said the previous cut had caused a stressful toxic environment among employees that could impact mental health. He also raised concerns that the pandemic was being used to excuse pay cuts



without transparency and the company was pressuring, scaring or intimidating employees to agree. Discussions also took place about Mr Zabelin's bonus. The majority shareholder of SPI was informed and telephoned him to revisit the bonus principles. Mr Zabelin objected and the majority shareholder orally dismissed him. Mr Zabelin brought claims for unfair dismissal and whistleblowing.

DECISION: The Tribunal upheld his claims, finding he had made qualifying protected disclosures. He was awarded over £1.6million for whistleblowing detriments and a further £3,589 in respect of his automatically unfair dismissal against SPI. These awards had both been subject to a 20% uplift pursuant to section 207A of TULRCA for failure to comply with the Acas Code. He was also awarded £9,000 for injury to feelings.

SPI appealed against the remedy decision on the basis that, having regard to certain provisions in the employment contract, and in a confidentiality and non-competition agreement, compensation should have been capped at £270,000, and that the uplift of 20% for failure to follow the Acas Code should not have been applied.

The EAT has held that an employee's compensation for a successful whistleblowing detriment and automatic unfair dismissal claim should not be capped at the amount that the employer was required to pay under the termination provisions of the contract. These stated that the employee was entitled to compensation of £270,000 on termination, subject to a confidentiality and non-competition agreement.

COMMENTS: employment tribunal compensation is not limited to the contractually agreed amount, on the basis that this would exclude or limit the employee's statutory employment rights, contrary to S.203 ERA.

#### [British Bung Manufacturing Company v Finn](#)

FACTS: Mr Finn was employed as an electrician by The British Bung Manufacturing Company Ltd for over 20 years. At the end of July 2019 Mr Finn got into a dispute with a colleague who called Mr Finn a "bald c\*nt" and made threats. At the time Mr Finn decided that no further action should be taken because of Mr King's personal circumstances, however in March 2021 Mr King threatened the claimant again.

It was alleged that the Claimant falsely suggested to Mr King that he had brought these matters to the attention of the police and two months later the Claimant was dismissed by the Company on grounds of gross-misconduct.

The Claimant brought several claims including harassment on the grounds of sex.

DECISION: The employment tribunal held that baldness was much more prevalent in men than women and that it was inherently related to sex. (The tribunal held that it was not inherently related to age because baldness affects (predominantly) adult males of all ages.) The tribunal upheld the claim for harassment related to sex. The tribunal found that the conduct was unwanted and that the words had been used with the purpose of violating Mr Finn's dignity and creating an intimidating, hostile, degrading, humiliating or offensive environment for him.

The appeal was heard by the EAT on 28 November 2023. Judgment is awaited.

COMMENTS: Much will depend on the outcome of the EAT but it serves as a useful reminder of how important it is for employers to take reasonable steps to prevent harassment in the workplace in order to minimise being held vicariously liable for the actions of their employees. It is also a stark reminder that 'banter' between colleagues can result in an ET claim being brought against the company.

#### [Borg-Neal v Lloyds Banking Group](#)

Mr Borg-Neal was a long-standing employee of Lloyds Banking Group plc. He attended a remote training session title "Race Education for Line Managers" during which he asked a question about how a line manager should handle a situation in which they hear someone from an ethnic minority use a word that might be considered offensive if used by someone not from that ethnicity. When he was not answered he added "*The most common example being the use of the 'N' word in the black community.*" However, Mr Borg-Neal used the full word, rather than the abbreviation.

Mr Borg-Neal was reported for his use of the word, formal disciplinary action was pursued and he was dismissed for gross misconduct. He appealed this decision and when it was rejected brought claims for unfair dismissal, direct race-discrimination and discrimination arising from disability.

DECISION: the Employment Tribunal accepted and upheld the claim for unfair dismissal and discrimination arising from disability but rejected the claim for direct race discrimination.

The employment tribunal accepted that the Bank genuinely believed that the Claimant had committed gross-misconduct and this belief was based on reasonable grounds. However context was relevant in this case, namely that the Claimant had apologised immediately and had not used the word as a term of abuse or as a descriptor. Furthermore, the training session had begun with a script which warned against the use of language but several participants including the claimant were delayed and had not heard it. Owing to these circumstances the Bank should not have found that that the Claimant's actions amounted to gross-misconduct. Therefore no reasonable employer would have dismissed the Claimant in these circumstances and it was unfair.

COMMENT: Many employers may be grappling with issues arising out of equality training sessions in which employees are encouraged to speak freely. This case is a reminder of how people's opinion and perceptions can differ and of the need for a clear behavioural framework around these types of training sessions to be implemented.

It is also important for employers to consider conduct issues resulting from these sessions on a case-by-case basis. In this case, the Bank said it had a "zero-tolerance" disciplinary policy. However, the tribunal observed that it was still necessary for any disciplinary matter to be investigated and a sanction decided upon

#### Miller v Rentokil Initial UK Ltd

FACTS: Mr Miller was a field-based pest control, employed by Rentokil. He was diagnosed with multiple sclerosis and found he could no longer carry out the work for his role. Rentokil, the Respondent, looked at other jobs within the business that the Claimant could do, subsequently the Claimant applied for an administrator role. He was however unsuccessful following the interview process and was then dismissed.

The Claimant claimed that failing to place him in an alternative, suitable role on a trial basis amounted to a failure to make reasonable adjustments.

DECISION: The Tribunal upheld his claim. The Respondent appealed this decision based on a number of grounds including:

1. the tribunal had erred by regarding the trial period of a new role as a reasonable adjustment
2. the tribunal erred in concluding that the vacancies for which the claimant may have been suitable for caused the burden of proof to shift to the respondent to show that it had not failed to make reasonable adjustments
3. where an employer genuinely and reasonably concludes that an employee is not qualified and suitable for a role, it cannot be a reasonable adjustment to appoint them to it

The EAT, however, agreed with the Tribunal, the Claimant was placed at a substantial disadvantage because of his disability. The found that the Claimant had shown that the alternative role was potentially appropriate and suitable and therefore the burden passed to the Respondent to show that it was not reasonable to put the employee in that role.

COMMENT: this case highlights that employers need to be mindful when looking at implementing reasonable adjustments for an employee with a disability. They will need to consider whether there is a suitable role elsewhere in the business that the individual could do on a trial basis. Whether the role is suitable will be dependent on the facts but it will be for the employer to prove that it would not have been reasonable to place the employee there if they chose not to.

### [Virgin Active Ltd v Hughes](#)

FACTS: the Claimant was a manager at one of Virgin Active's fitness clubs and he was tasked with investigating 3 members of staff regarding various aspects of their employment. They in turn complained about the treatment they received from the Claimant, and he was suspended and subsequently dismissed.

The claimant brought claims of race discrimination, unfair dismissal and automatic unfair dismissal on the basis that the reason for dismissal was that the Claimant had made protected disclosures.

DECISION: At the Employment Tribunal the claimant succeeded in the above claims. The respondent appealed.

The EAT allowed the appeal in part and reversed the finding of racial discrimination. The Tribunal had used 3 of the Claimant's colleagues as comparators, however the EAT found that the circumstances of these colleagues were quite different to those of the claimant. The EAT came to the conclusion that the tribunal erred in its analysis of the treatment of the Claimant in comparison with others.

COMMENT: this case is a helpful reminder about the considerations relating to actual comparators. There needs to be no material difference in the circumstances.

## **Upcoming Cases to Watch Out For**

### [TESCO stores Ltd v Union of shop](#)

The debate on fire and rehire is to be heard in the Supreme Court on 23<sup>rd</sup> & 24<sup>th</sup> April.

FACTS: Between 2007 and 2009, Tesco entered into collective bargaining negotiations with the Union and individual contractual entitlement to "Retained Pay" for existing employees was agreed. When in 2021 Tesco proposed to remove the Retained Pay and asked employees to agree, numerous employees refused. Tesco then proposed to terminate individual contracts and offer re-engagement on different terms.

The Union and three of the employees brought a claim to seek a declaration that there was an implied term in the employment contract to prevent Tesco from providing contractual notice to employees for the purpose of removing or diminishing the right to Retained Pay. The Supreme Court is set to decide on the issue of whether the implied term is possible.

COMMENT: this case is an important reminder for employers to be wary when offering benefits and to ensure that language used allows for as much flexibility as possible. In response to the fire and rehire debate the Government began a consultation in 2023 into the practice with a view to providing a statutory code of practice. A revised code on dismissal and re-engagement was published in February 2024.

## McClung v Doosan Babcock Ltd

FACTS: Mr McClung supported Glasgow Rangers Football Club for around 42 years. He received birthday cards from them, spent most of his income going to watch games and subscribed to Sky Sports to make sure he never missed a match. He considered supporting the Team a way of life and found it to be the equivalent of religious people going to church.

The claimant argued that he had been unfairly dismissed and discriminated against because he had not been offered any work solely due to the football team that he supports. He claims his belief in supporting the Rangers amounts to a philosophical belief that should have been protected from discrimination.

DECISION: The Employment Tribunal applied the tests derived in *Grainger plc v Nicholson* and found that:

- The Claimant genuinely held the belief
- The Claimant's support was akin to support for a political party, which as per existing case law is not a philosophical belief
- The belief was not about a substantial aspect of human life and had no larger consequences for humanity as a whole
- The Claimant's support for the football team lacked cogency, cohesion and importance
- The belief of supporting the Rangers was not adequately worthy of respect in democratic society unlike ethical veganism or governance of a country

The claimant has since appealed this decision and we are now waiting on the EAT judgment to confirm.

COMMENTS: depending on the judgment from the EAT this is certainly a case employers should be aware of. In the event that the supporting a football team does amount to a philosophical belief then employers will need to ensure that there is awareness in the workplace and the necessary protections are in place to prevent discrimination in the same way they would for other protected philosophical beliefs.

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