



EMPLOYMENT TRIBUNALS

Claimant: Miss B Tebbutt

Respondent: Curtis Furniture Ltd

Heard at: Leeds (in private) **On:** 22 March 2018

Before: Employment Judge R S Drake (sitting alone)

Appearances

For the claimant: In person

For the respondent: Mr Andrew Ross (Respondent's Finance Director)

JUDGEMENT

- (1) By Consent of both parties the Claimant's claim in respect of Statutory Maternity Pay (being her only complaint of unlawful withholding of pay contrary to Section 13 of Employment Rights Act 1996 ("ERA")) is dismissed on withdrawal.
- (2) By Consent of both parties it is adjudged that, and the Respondent shall pay to the Claimant in respect of the balance of her claim of pregnancy discrimination under Section 18 Equality Act 2010 ("EqA"), the gross sum of £700.
- (3) The proper title of the Respondent is amended and recorded as above.

The claims and this hearing

- (4) The hearing was originally listed as a Preliminary Hearing to identify the issues and make Orders/Directions in preparation for full trial. The Claimant still is and was at all material times engaged by the Respondent as a Customer Operations officer.
- (5) By a claim form presented on 31 January 2018, following a period of early conciliation from 19 December 2017 to 19 January 2018, the claimant brought complaints of pregnancy discrimination and unlawful deduction from her pay. The latter is said to relate to statutory maternity pay but the Claimant has since confirmed that as the Respondents have told her she will receive maternity pay,

she no longer wishes to pursue that aspect of her claim which is dismissed on withdrawal. In any event it was limited to a sum of £1,050.67.

- (6) The claim now as at today's date is limited essentially to one of discrimination during a protected period because of the Claimant being pregnant. In terms she says that for a period of four weeks after seeking adjustments to her system of working to accommodate complications arising out of her pregnancy, she was unjustifiably required to remain away from work and was paid at only statutory sick pay rate when she ought to have been on full pay rate. This aspect of her claim was limited to a gross sum of £1,422.67. She asserted that to treat her in this way (until a compromise was reached after four weeks) amounted to unfavourable treatment and thus discrimination as defined by Section 18 EqA. The Respondent defended this claim by asserting that her medical certificate justified their decision to require her to remain absent on grounds of sickness arising out of pregnancy.

Conclusions reached

- (7) The above analysis of the claims and the issues to be determined and their bases was arrived at by the Tribunal following a detailed examination of the case on paper and the oral representations made by the parties.
- (8) Following a break in proceedings, the parties were able to satisfy the Tribunal that they could agree terms of resolution and invited the Tribunal to adjudicate accordingly.
- (9) The Tribunal took time to seek satisfaction that the parties were of the same mind, had discussed the proposed terms of a consent judgment and been made aware of its effects and being satisfied that this outcome would bring finality to proceedings in a situation where employment is continuing in good spirit. Thus the Tribunal agreed to make Judgement in the terms set out above by consent.

Employment Judge R S Drake

04/04/2018