



EMPLOYMENT TRIBUNALS

Claimant: Mr A Millwood

Respondent: Tricrest Homes Limited

Before: Employment Judge D N Jones

Having considered the contents of the claim form and the further clarification of it provided at a preliminary hearing, the Tribunal was satisfied a determination could properly be made of the claim under rule 21.

JUDGMENT

1. The respondent shall pay to the claimant the sum of **£360** in respect of 20 hours of outstanding holiday pay.
2. The contract of employment between the claimant and the respondent included a sex equality clause that his remuneration would be no less favourable than that of Debbie Battie and Shirley Austin, whose work was equal, like work, to that of the claimant.
3. The respondent breached the sex equality clause by paying the claimant £1.50 per hour less than the above comparators for a 42 hourly working week over a period of 78 weeks between June 2020 and November 2021.
4. The respondent shall pay to the claimant arrears of pay arising from the breach in the total sum of **£4,914**.
5. The claimant resigned as a consequence of a fundamental breach of contract of the respondent and was unfairly dismissed.
6. The respondent shall pay compensation for the unfair dismissal in the sum of **£1,786**, comprising a basic award of £1,286 and a compensatory award of £500. The basic award is 2 weeks of the maximum rate of pay £646. The compensatory award is a sum to reflect the loss of statutory rights.
7. The recoupment provisions do not apply.

Employment Judge Jones

Date: 29 August 2023



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