# EMPLOYMENT TRIBUNALS

**Claimant:** Felicity Stewart

**Respondent:** Galloway European Coachlines Ltd

**Heard at:** Cambridge Employment Tribunal (hybrid: in person and by CVP)

**On:** 11 November 2025, 12 November 2025, 13 November 2025, 14 November 2025

**Before:** Employment Judge Hutchings (sitting alone)

**Representation**
Claimant: in person
Respondent: Sharon Hosten senior litigation consultant, Peninsula

# RESERVED JUDGMENT

1. The complaint of failure by the respondent to pay the claimant equal pay is well founded and succeeds.

2. The complaint of direct sex discrimination is well founded and succeeds.

3. The complaint of indirect sex discrimination is not well founded and is dismissed.

4. The complaint of constructive unfair dismissal is dismissed as the claimant does not have 2 years continuous employment.

5. The complaint of unauthorised deductions from wages (including sick pay) is not well-founded and is dismissed.

6. The complaint of breach of contract in relation to notice pay is not well-founded and is dismissed.

7. The complaint that the respondent failed to pay the claimant holiday pay and amounts for time off in lieu of notice are dismissed following a withdrawal of this complaint by the claimant at this hearing.

# REASONS

## Introduction

1. The claimant, Ms Felicity Stewart was employed by the respondent, Galloway European Coachlines, a privately owned bus company based in Rochford, Essex, as an Assistant Operations Manager, from 21 November 2022. By email dated 12 September 2024 the claimant gave notice to end her employment with immediate effect; her effective date of termination is 12 September 2024. ACAS consultation began on 17 November 2023 and a certificate was issued on 2 July 20.

2. By an ET1 claim form and Particulars of Claim dated 20 January 2024 the claimant brought the following complaints to the Employment Tribunal:

   2.1. Direct sex discrimination (section 13 of the Equality Act 2010 ("EqA");
   2.2. Indirect discrimination (section 19 EqA) and
   2.3. Equal pay (section 65(1)(a) EqA);
   2.4. Constructive unfair dismissal;
   2.5. Notice pay;
   2.6. Arrears of pay; and
   2.7. Other payments.

3. Under section 108 of the Employment Rights Act 1996 claimants are not entitled to bring a complaint of unfair dismissal unless they have been employed for 2 years or more except in certain specific circumstances which do not apply in this case. Accordingly, the complaint of unfair dismissal was dismissed by the Tribunal; there is no record of a dismissal judgment being issued. Therefore, the dismissal of that complaint is included in this judgment.

4. The particulars of claim set out several facts to support the claimant's assertion that the respondent breached equal pay legislation and discriminated against the claimant because of her sex. In summary the claimant's reasons are:

   4.1. She did the same work as, or broadly similar to, Tim Robson, Trevor Bow and Aaron Slater and was not paid the same as them;
   4.2. She did not receive the unsociable hours rate paid to Tim Robson and Trevor Bow; and
   4.3. She was not offered the roles given to Trevor Bow and Aaron Slater.

5. During the hearing the claimant withdrew her claim for holiday pay and 8 hours pay for time off in lieu ("TOIL"), telling me that the further explanations provided by the respondent during the hearing as to how this was calculated had satisfied her that she was not owned holiday pay or TOIL. The withdrawals are reflected in the list of issues below and recorded in this judgment.

6. By a ET3 response form and Grounds of Resistance dated 10 May 2024, and amended Particulars of Response dated 17 May 2025, the respondent denies the claimant. It does not accept that the claimant's role was the same or broadly similar to the named comparators. The respondent did not directly

address the allegation about the roles in its Grounds of Resistance; this was addressed to some extent in the respondent's evidence.

7. The respondent denies it owes the claimant notice pay, asserting she chose to resign without working notice. The respondent asserts that it has paid the claimant in full and no monies are outstanding.

8. On day 2 Ms Hosten told me the respondent believes that it is owed money by the claimant. I referred the respondent to section 7 of the response form, its Grounds of Resistance and Amended Grounds of Resistance, noting that any such matters have not been claimed by the respondent in these proceedings. I explained that at any time before judgment is delivered a party to proceedings can apply to amend the claim or response, and this would be considered by a judge applying the relevant legal tests. Mindful the respondent is legally represented I referenced the relevant case names but did not go into any detail about the tests which apply, noting I would do so for the benefit of the claimant should the respondent make an application to amend. It did not.

**Procedure, documents, and evidence**

9. The hearing was listed for 4 days. The claimant represented herself and gave sworn evidence.

10. The respondent was represented by Ms Hosten, litigation consultant, who called sworn evidence on behalf of the respondent from:

    10.1. Andy Kemp, the Transport Manager and Operations Manager, and the claimant's line manager during her employment;
    10.2. Simon Crump, Safe Driving Manager; and
    10.3. Chloe Bailey, Head of Operations.

11. I considered the documents from an agreed hearing file of 795 pages. On day 1 of the hearing the claimant objected to the contents of this file, telling me that she had received it very late and she thought that several of the documents she had sent to the respondent's representative were not included, but had not had sufficient time to check thoroughly. While I was reading on day 1, I asked the claimant to review her separate folder of documents to ascertain if any were included. Some had not been and on day 2 I admitted a separate folder of documents which I am satisfied were sent to the respondent's representative within the ordered timeframe.

12. The respondent had not submitted witness statements from the comparators and very limited evidence about their pay, which did not include detailed evidence of their pay rates during the relevant period (the only documents to which Ms Hosten referred me in the hearing file were pay increase letters for April and July 2023). Mindful of rule 3 of the Employment Tribunal Procedure Rules 2024 (the "Rules") and the need to ensure a hearing is fair, notwithstanding the fact that the respondent was legally represented (and therefore familiar with a parties' disclosure obligations) and the claimant was not, and that this was important, relevant evidence which should have been disclosed and was not, I gave the respondent the opportunity to produce this evidence. Accordingly, on day 3 I admitted 23 pages of documents the respondent considered relevant to pay levels.

13. The respondent was also ordered to prepare a cast list, chronology and reading list prior to the hearing. It did not do so. I reiterated this order on day 2 and admitted a chronology and cast list on day 3 (the requirement for a reading list having fallen away).

14. At the start of the hearing, mindful the claimant was not represented and of rule 3(2)(a) of the Rules which requires me to ensure parties are on an equal footing, I explained the process of an Employment Tribunal hearing to the claimant. We agreed the order of witnesses and an outline timetable and the approach for closing statements. During the hearing I assisted with rephasing of questions when it was evidence to me that the respondent's witnesses were not answering the question. When the claimant had concluded her questions for the respondent's witnesses, we went through the witness statement by reference to the list of issues to ensure that the claimant had asked questions about the issues in dispute.

15. On day 3 Ms Hosten made an application to adjourn the hearing to "better prepare the case" telling me it was not fair to continue. I refused the application. While I am mindful that another consultant had conduct of the case to shortly before the hearing, when Ms Hosten took over (due to that consultant leaving Peninsula), that is not a reason for a Tribunal to adjourn proceedings, particularly after a respondent has heard the claimant's evidence. In refusing the application I set out the chronology of these proceedings, noting there were 2 case management orders and a list of issues had been agreed and sent to parties on 18 August 2025. There is no good reason before me as to why the respondent has failed to adequately prepare its case (Ms Hosten says).

16. The claimant prepared a written closing statement which she read to me on day 4. Ms Hosten made an oral closing statement in reply. There was insufficient time in the listed hearing for me to make a decision and deliver judgment. Due to 3 weeks of annual leave immediately after the case in November / early December, then back to back multi-day cases followed by the 2 week break for the Christmas holiday, the first opportunity for me to consider this case was January 2026. I explained this to the parties at the end of the hearing.

**Reasonable adjustments**

17. The hearing was listed in person at Bury St Edmunds. Due to judicial resource not being available at this court on the allocated days, Regional Employment Judge Foxwell ordered the case be heard by CVP. Following this order, the claimant explained that Employment Judge Manley had listed the case in person due to the claimant being concerned about using a screen for prolonged periods of time due to suffering from migraines. As a result Employment Judge Foxwell revised the hearing location to Cambridge. All parties attended the hearing in person on day 1. Ms Hosten requested that she and the respondent's witness attend by CVP. In all the circumstances, I considered if fair and just that Ms Hosten attend in person when cross examining the claimant (given the hearing was listed in person originally at the claimant's request) but then she could attend by CVP for the remainder of the hearing. As the claimant did not object to the respondent's witnesses attending by CVP I allowed this.

## Issues for the Tribunal to decide

18. Parties agreed a list of issues at the case management hearing before Employment Judge Manley on 18 August 2025. The list is below. The complaints withdrawn by the claimant at the hearing are deleted. Further clarification provided by parties during the hearing is noted in italics.

1. Equal Pay (Equality Act 2010 section 65 (1) a))

1.1 Was the claimant's work the same or broadly similar to the work of Tim Robson, Trevor Bow or Aaron Slater, and
1.2 Was the difference (if any) between the work the claimant did and the work any of her comparators named above did, not of practical importance in relation to the terms and conditions of employment?
1.3 If so, what remedy will the tribunal consider?

2. Direct sex discrimination (Equality Act 2010 section 13)

2.1 Did the respondent do the following things:

2.1.1 Fail to pay an unsociable hours rate to the claimant whilst it was paid to Tim Robson and Trevor Bow;
2.1.2 Fail to offer the claimant the role in the office given to Trevor Bow;
2.1.3 Fail to offer the claimant the role in the office given to Aaron Slater?

2.2 Was that less favourable treatment?

The Tribunal will decide whether the claimant was treated worse than someone else was treated. There must be no material difference between their circumstances and the claimant's.

2.3 If so, was it because of sex?

2.4 Did the respondent's treatment amount to a detriment?

3. Indirect discrimination (Equality Act 2010 section 19)

3.1 A "PCP" is a provision, criterion or practice. Did the respondent have the following PCP:

3.1.1 The role of Operations Manager required the holder to occasionally stay at work beyond their scheduled finish time
3.2 Did the respondent apply the PCP to the claimant?
3.3 Did the respondent apply the PCP to men or would it have done so?
3.4 Did the PCP put women at a particular disadvantage when compared with men in that women are more likely to have caring responsibilities?
3.5 Did the PCP put the claimant at that disadvantage?

3.6 Was the PCP a proportionate means of achieving a legitimate aim? The respondent says that its aims were:

3.6.1 The respondent to provide this information. *By the start of the hearing the respondent had not provided this information as ordered by Employment Judge Manley nor was this information included in the respondent's witness statements or provided during the hearing. The first time this was addressed by the respondent was in closing submission which did not afford the claimant the opportunity to cross examine on this point. Therefore, as a matter of fairness mindful of Rule 3 and taking account of the fact the respondent is legally represented, I have not considered the legitimate aim put forward in the closing statement.*

3.7 The Tribunal will decide in particular:
3.7.1 was the PCP an appropriate and reasonably necessary way to achieve those aims;
3.7.2 could something less discriminatory have been done instead;
3.7.3 how should the needs of the claimant and the respondent be balanced?

4. Breach of contract/unlawful deductions of pay

4.1 What was the claimant's notice period?
4.2 Was the claimant paid for that notice period?
~~4.3 Is the claimant entitled to one day's holiday pay?~~
~~4.4 Is the claimant entitled to 8 hours pay for time off in lieu?~~
4.5 Is the claimant entitled to any sum for sums deducted from her final pay? *At the hearing the claimant confirmed this claim was for £492*

**Findings of fact**

19. The relevant facts are as follows. First, I make a general finding on evidence.

20. I found the claimant an honest, reliable and credible witness. She gave direct answers to Ms Hosten's questions, without any evasion, and the answers aligned with contemporaneous documentary evidence. When she was challenged, for example about the content of the TruTac records, her replies were clear and compelling; she clearly understood the TruTac records and the National Express contract, as recorded below, and was able to direct me to the relevant pages of these documents to support her oral evidence. Where late disclosure of documents by the respondent clarified issues about which the claimant was unclear (for example how the respondent had calculated holiday and wages) the claimant was quick to concede the that she was not owed the amounts claimed and withdraw these complaints. I make the observation that had the respondent complied with the orders of Employment Judge Manley, and disclosed these documents prior to the hearing, these matters could have been resolved without my input (the ordering of documents evidently relevant to the issues in dispute yet not disclosed by a represented party).

21. I find it curious that the respondent did not call any of the 3 witnesses the claimant named as comparators (despite 2 of them still being employed by the respondent at the time of the hearing). Furthermore, the respondent provided very limited documentary evidence about the comparators roles and pay as part of the disclosure process. I ordered information to be provided during the hearing; however, this was still limited. While it is a matter for a party who they call as witnesses and the documents they disclosure, parties

must be mindful of the overriding objective of the Employment Tribunal, and in particular rule 3(4)(a), that parties and their representatives must assist the Tribunal to further the overriding objective to ensure a Tribunal is able to deal with a case fairly and justly. This lack of transparency by the respondent in its approach to evidence invariably affects my assessment of the respondent's evidence. The respondent has called Andy Kemp to give evidence about the comparators roles. As the comparators have not given direct evidence, where Mr kemp's evidence conflicts with the claimant's, I have preferred the claimant's evidence as I do not have the opportunity to ask the comparators about their roles and I consider this is in the gift of the respondent for the Mr Bow and Mr Slater, who are still employed by the respondent.

22. Furthermore, there is commonality of paragraphs in the respondent's witness statements. For example, paragraphs 7,8, 9 and 10 of Ms Bailey's statement are identical to paragraph 19, 20, 21 and 22 of Mr Crump's statement; and paragraphs 12, 13, and 14 of Mr Kemp's statement is very similar to paragraph 20, 21, and 22 of Mr Crump's statement, with identical sentences. From these comparisons it is evident that that the respondent's witnesses did not write their own witness statements. Indeed, when the claimant raised this with Ms Bailey she told me that the witness statement had been written by the respondent's representative based on a meeting she had with them. I accept that the approach taken by the representative is as described by Ms Bailey. Even accounting for this, I find that, given several sentences are identical, the statements do not contain direct evidence of fact from the witnesses recorded by someone else. This invariably affects the overall credibility of the respondent's evidence.

23. For these reasons, I find that it is, unfortunately, necessary to treat the respondent's evidence with very considerable caution. Where the respondent's evidence conflicts with the claimant's or contemporaneous documentary evidence, I must prefer the claimant's evidence or the record in the documents, even where the contents of a document is challenged by the respondent.

24. I turn now to my findings of fact relevant to the issues in dispute. Where I have had to resolve a dispute of fact I set out the reasons for my finding below, taking account of my findings on credibility.

Employment

25. Parties agree that the claimant started her employment with the respondent on 21 November 2022, line managed by Andy Kemp. By email dated 12 September 2024 the claimant gave notice to end her employment with immediate effect; her effective date of termination is 12 September 2024. She cites difference in pay, the failure to secure alternative roles and the failure to uphold her grievance about these concerns as the reasons for her resignation.

Roles

26. I have already made the observation that the respondent did not call the comparators to give direct evidence to the Tribunal about their roles, despite Mr Bow and Mr Slater still being employed. Indeed, I note that Mr Kemp is no

longer employed by the respondent, having retired, but was called to give evidence.

27. The evidence of Mr Kemp, Mr Crump and Ms Bailey is of limited assistance to me. Given the identical paragraphs in their witness statements I have found the contents are not their own independent recollection of events. All make make general comments about the work carried out by the comparators, which primarily amount to denials of the claimant's assertions, but do not assist me in understanding the roles of the comparators. They do not refer me to any specific documentation in the hearing file to support their views on the roles of the comparators.

28. Therefore. I find that I must treat this evidence with very considerable caution. First, the statements have not been written by these witnesses. Second, they are opinions as to the roles carried out by colleagues. Third, these opinions do not reference documents in support. Indeed, in his evidence Mr Crump references Mr Kemp's role and why Mr Kemp was paid differently to the claimant. Yet, the claimant does not name Mr Kemp as a comparator so any difference in role or pay between Mr Kemp and the claimant is not relevant to these proceedings. None of the respondent's witnesses address the issue in the direct sex discrimination complaint as to why the claimant was not offered the roles for which she applied.

29. For these reasons, in assessing the roles of the comparators, where the explanation of the role from the claimant differs to that of the respondent's witnesses, I prefer the claimant's evidence.

*The claimant*

30. There is a dispute as to the title of claimant's role. In the claimant's offer letter dated 14 November 2022, which the claimant signed on 17 November 2022, the role is referred to as Assistant Transport Manager. She says she was employed as Assistant Operations Manager. The respondent did not dispute the claimant's evidence that she had been told by Mr Kemp that the difference in title to the one discussed was immaterial and that Mr Kemp introduced her to colleagues as the Assistant Operations Manager was not challenged. Therefore, I find that it is the substance of the role, and the tasks undertaken by the claimant, which informs my assessment of her job, not the title.

31. The claimant did not receive a statement of the main terms of her employment until 23 February 2023. I have seen this document. It is signed on behalf of the respondent. It is not signed by the claimant. She told me she did not sign it as the job title, location and hours of work were not accurate. Therefore, as this document is not signed by the claimant, I find that the claimant did not receive an accurate statement of her terms and conditions during her employment, hence the manuscript notes she made on the document highlighting what she considered to be the errors. These concerns were not addressed by the respondent during her employment, and she did not receive a revised contract.

32. For these reasons I accept the claimant's evidence that her role was a 40 hour a week position 8am to 5pm with an hour's unpaid lunchbreak of £27,000, which parties agree increased to £29,000 from 1 September 2023.

33. The claimant told me that her contracted role was a salaried role and she was employed with the intention of taking over Mr Kemp's role when he retired. I find this was the respondent's intention. It was confirmed by Mr Hiron, the respondent's managing director, during an interview as part of the grievance process (the claimant having complained about not being paid the same as male colleagues). Indeed, by the hearing Mr Kemp was had retired. It is agreed that the claimant assisted Mr Kemp in his role. The claimant undertook management roles, effectively managing her comparators during Mr Kemp's absence. Based on my assessment of her contract, and the fact she was paid an annual salary, rather than an hourly rate, I find these supervision tasks, when she assumed some management responsibilities, fell within her contract.

34. The claimant told me that it was agreed at the outset of her employment that work done beyond her role would be paid as overtime. Ms Bailey told me that it is not company policy for salaried employees to be paid overtime, but additional hours worked is taken as time off in lieu. The contract provided to the claimant records the 40 hours and states that "it may from time to time become necessary for you to work additional hours when authorised and necessitated by the needs of the business. On the copy of the contract the claimant received she writes that that prior arrangement of additional hours was "already agreed 17 November 2022). She told me that this was one of the reasons she did not sign the contract.

35. Neither Ms Bailey in her witness statement nor Ms Hosten in cross examination referred me to a TOIL policy. The contract provided to the claimant does not reflect such a policy. The claimant refused to sign the contract as she said she agreed at the outset that she would be paid for additional hours. Mr Kemp does not challenge this in his evidence. For these reasons, I find that the claimant was told at the start of her employment that any hours worked in addition to her contracted 40 hours per week would be paid as overtime. I find that any of the work she undertook outside this these hours did not fall within her contract and she was entitled to receive a separate hourly rate for it.

36. The respondent did not challenge the claimant's evidence that she had the same PSV driving licence as Mr Slater, Mr Robson and Mr Bow nor that she had the same National Express qualifications as Mr Robson and Mr Bow. The documentary evidence supports the claimant's contention that was trained and approved (from 21 November 2022) to drive coaches as part of the respondent's National Express contract and was assigned a National Express driver profile and was qualified to train these drivers from 31 May 2023. In August 2023, following Mr Robson leaving the respondent, the claimant became a National Express RoSPA approved assessor (a role previously undertaken by Mr Robson). These tasks went beyond the role for which she was employed. Indeed, in his evidence Mr kemp accepts that when Mr Robson left the business the claimant took on some of his National Express responsibilities.

37. The Tru tac driving records evidence that the claimant drove outside her standard contractual hours. In addition to her role in the office, the claimant undertook driving responsibilities outside of her contract and her contracted hours. She was not paid for this on-call work. The Trutac records evidence she undertook this work, as did Mr Robson, for which he was paid an hourly

rate. For example the Trutac records the claimant driving a National Express coach from 3.15am to 6.15am on 3 June 2023.

38. The Tru tac records also evidence that the claimant acted as relief supervisor; this role was outside her contracted hours and similar to work undertaken by Mr Robson. I have seen documents that evidence that in November 2022, December 2022, January 2023, February 2023, March 2023, and May 2023 the respondent was on-call and in August 2023 the documents evidence that the claimant was cover supervisor from 8pm to 8am, working outside the hours of her salaried role.

39. I find the claimant was entitled to be paid for the hours she worked about her 40 hours a week. Neither a TOIL policy or a general practice of coming in late or going home early was communicated to the claimant.

40. The respondent relies on a document the claimant signed as evidence that she accepted her role was different to Mr Robson's. The claimant accepts signing this document; she says she did so under duress in a meeting with Mr Kemp on 19 October 2023 for which she says she received no notice and was not given the opportunity for someone to accompany her. She says that she was not given any information about Mr Robson's role to compare with her own at this meeting.

41. I find that she did sign a document accepting her role was different to Mr Robson's; I have seen that document. However, given her description of the meeting, which was not challenged in cross examination, the document does not help me in assessing the substance of Mr Robson's role.

*Tim Robson*

42. Mr Crump told me Mr Robinson" [sic] "undertook a significantly different role to the Claimant, both job descriptions compared as he was employed as part of the National Express contract and therefore had shift work built into his pay as he covered (7 days) [sic]"). Mr Crump does not refer me to any documents in the hearing file to support this contention, nor did he do so in cross examination. He also told me that a portion of on-call pay was built into the claimant's salary. However, again, he did not refer me to any documents in which she was told, or it was evidence to the Tribunal (and the claimant) that this was the case.

43. The only "evidence" Mr Crump provides is that "There is an on-call policy which is demonstrated on the computer and Felicity had access to this". I was not referred to any screenshots of this policy of the policy itself in the hearing file. Mr Crump's evidence that "the company would expect the claimant to recover any time used on call during her normal working hours by wither coming in late or going home early as no one expected her to lose time over any 'second' on call" is simply not feasible. First, it contradicts Ms Bailey's evidence that a TOIL policy was part of the claimant's employment contract. Second, it is not referred to in the document the respondent relies on as the claimant's employment contract.

44. For the reasons stated above in my findings on the claimant's role, I prefer the claimant's evidence that her salary covered her contracted hours only, and any work she undertook outside these hours attracted an hourly rate.

45. The Trutac records evidence that Mr Robson undertook on-call work and driving for which he was paid an hourly rate.

*Trevor Bow*

46. Parties agree that Mr Bow was a National Express and PCV driver and that he worked on-call until he was banned from driving for National Express. The claimant alleges that after this time he continued to be paid at a supervisors rate applicable to employees working on the National Express contract.

47. I find that Mr Bow was a driver for the respondent on its coaches and on National Express coaches until he was banned and undertook on-call work for which he was paid an hourly rate.

*Aaron Slater*

48. The claimant says that Mr Slater was employed as a driver of the respondent's and National Express coaches, and that he otherwise undertook administration. The claimant told me Mr Slater did not have any management duties. Mr Slater did not give evidence. Mr Kemp and Ms Bailey (using identical sentences) told me that Mr Slater's work was predominantly as a PCV driver who spend some administrative time in the office assisting with administrative work on coach tours. However, the documentary evidence is that Mr Slater was paid at a supervisor rate of £15.50 when he was working in the office.

49. I find that Mr Slater was a driver and undertook on-call and supervision work for which he was paid an hourly rate.

Pay

*The claimant*

50. There is no doubt that the respondent's pay structure lacks clarity and transparency. In its grounds of resistance the respondent did not set out the pay rates of the named comparators, which is curious given this is an equal pay complaint and a direct sex discrimination complaint focused on pay. As a result of my ordering additional evidence from the respondent, I had limited visibility as to what the comparators were paid.

51. Ms Bailey's statement refers to various hourly rates. However, it does not refer me to the documentary evidence to support these. Therefore, I must treat the contents of this statement with caution. It is not for the Tribunal to try to identify the documents wo support Ms Bailey's contentions.

52. I have found the claimant was entitled for overtime for any work beyond the 40 hours of her contracted role. The documentary evidence supports the claimant's contention that she was paid an hourly rate of £12.98.

53. The claimant says her comparators were paid:

| | | |
|---|---|---|
| Tim Robson | £16 | £19.30 |
| Trevor Bow | £15.50 | £18.80 |

| | | |
|---|---|---|
| Aaron Slater | £15.50 | £19.30 |

*Tim Robson*

54. The claimant alleges that Mr Robson was paid £19.30 per hour. The respondent's witness statements reference this figure but do not refer me to any documentary evidence to support it.

55. Mr Robson's pay was reviewed on 21 April 2023, with effect from 1 April 2023. he was paid a basic rate of £12.15 per hour, a bonus rate of £14.85 per hour, an unsocial hours rate of £16.15 per hour and an unsocial hours rate with bonus of £17.85 per hour.

56. The claimant told me the starting rate was the bonus rate: that employees only dropped down to basic rate if they "did something wrong" for example were incorrectly attired. The respondent did not challenge this explanation of rates. There is no evidence before me that any of the comparators did anything wrong that resulted in them being paid at the basic rate. Therefore, I find the comparators were paid at the bonus rate for normal and unsocial work. The pay review letters all record that the unsocial rates "applied to work completed Monday – Friday 21:00hrs – 0500hrs, Saturday, Sunday".

57. Mr Robson's pay was reviewed again on 20 June 2023, with effect from 2 July 2023. he was paid a basic rate of £13.00 per hour, a bonus rate of £16.00 per hour, an unsocial hours rate of £17.30 per hour and an unsocial hours rate with bonus of £19.30 per hour.

58. I find the claimant was paid less than Mr Robson for on-call, driving and supervision work she undertook outside her contract hours.

*Trevor Bow*

59. The claimant alleges that Mr Bow was paid £19.30 per hour. The respondent says Mr Bow was paid £16 per hour. The respondent's witness statements reference this figure but do not refer me to any documentary evidence to support it.

60. Mr Bow's pay was reviewed on 21 April 2023, with effect from 1 April 2023. he was paid a basic rate of £12.15 per hour, a bonus rate of £14.85 per hour, an unsocial hours rate of £15.65 per hour and an unsocial hours rate with bonus of £17.85 per hour.

61. Mr Bow's pay was reviewed again on 20 June 2023, with effect from 2 July 2023. he was paid a basic rate of £13.00 per hour, a bonus rate of £15.50 per hour, an unsocial hours rate of £16.80 per hour and an unsocial hours rate with bonus of £18.80 per hour.

62. I find the claimant was paid less than Mr Bow for on-call, driving and supervision work she undertook outside her contract hours.

*Aaron Slater*

63. The only information I was referred to about Mr Slater's pay was an offer letter dated 10 August 2023 offering Mr Slater a team leader role with a basic rate

of £13.00, bonus rate of £15.50 and unsocial hours rate of £16.80 (bonus £18.80). I was not referred to the driving rate paid to Mr Slater. In the absence of this evidence, I must prefer the claimant's evidence that Mr Slater's bonus rates for driving were: £15.50 and £19.30 (unsocial).

Roles offered to Trevor Bow and Aaron Slater

64. Neither party referred me to any details about the roles offered to Mr Bow and Mr Slater, for which the claimant also applied. In her evidence the claimant told me that she felt that she was rejected from these roles because she needed some flexibility for child care. The claimant also complains that she was not given sufficient time to prepare her applications for these role.

Operations manager role

65. Based on Mr Kemp's evidence, which is the only evidence I have about this role. I find that the role of Operations Manager required the holder to occasionally stay at work beyond their scheduled finish time, as alleged by the claimant. I have also found this practice applied to the claimant when she was covering this role and male colleagues. He accepted that, when the claimant was covering this work, this practice applied to her. He also accepted that it applied to male colleagues.

Resignation

66. It is agreed that the claimant resigned on 12 September 2024 with immediate effect. She states she was constructively dismissed due to the respondent not holding up her grievance about equal pay and discrimination on the grounds of sex. While the respondent denies that it was in breach of equal pay legislation and rejects any allegation of sex discrimination, at the hearing it did not challenge these reasons as the basis for the claimant's resignation. Therefore, I find the claimant resigned as, at the time of her resignation, she believed: she was entitled to be paid the same as Tim Robson, Trevor Bow or Aaron Slater; she was disappointed that her grievance was not upheld; and she believed the respondent had discriminated against her on the grounds of her sex by not paying her the same and not offering her the roles given to Trevor Bow and Aaron Slater.

**Relevant law**

Equal pay: section 65 Equality Act 2010

67. Section 65 EqA states:

***Equal work***
*(1)For the purposes of this Chapter, A's work is equal to that of B if it is—*
*(a)like B's work,*
*(b)rated as equivalent to B's work, or*
*(c)of equal value to B's work.*
*(2)A's work is like B's work if—*
*(a)A's work and B's work are the same or broadly similar, and*
*(b)such differences as there are between their work are not of practical importance in relation to the terms of their work.*

*(3)So on a comparison of one person's work with another's for the purposes of subsection (2), it is necessary to have regard to—*
*(a)the frequency with which differences between their work occur in practice, and*
*(b)the nature and extent of the differences.*
*(4)A's work is rated as equivalent to B's work if a job evaluation study—*
*(a)gives an equal value to A's job and B's job in terms of the demands made on a worker, or*
*(b)would give an equal value to A's job and B's job in those terms were the evaluation not made on a sex-specific system.*
*(5)A system is sex-specific if, for the purposes of one or more of the demands made on a worker, it sets values for men different from those it sets for women.*
*(6)A's work is of equal value to B's work if it is—*
*(a)neither like B's work nor rated as equivalent to B's work, but*
*(b)nevertheless equal to B's work in terms of the demands made on A by reference to factors such as effort, skill and decision-making.*

68. Neither party made legal submissions on these provisions (I note that this is not expected). Mindful that the claimant is not represented I make the following observations with inform my interpretation of these provisions when applying them to the facts in this case as I have found them. I do the same for the other statutory provisions below.

69. The guidance on equal pay for the benefit of the parties is taken from the IDL Employment Law Handbook, volume 7 as a neutral employment law source. The EqA equal pay provisions “make it unlawful for an employer to discriminate between men and women in relation to the terms of their contracts of employment.” Therefore, the legislation extends beyond terms and conditions related to pay by implying a ‘sex equality clause’ into every employee’s contract of employment. This legislation enables an employee to bring an equal pay complaint to the Employment Tribunal is they consider they have been treated less favourably than a comparable employee of the opposite sex in relation to a contractual term. This provision covers situations where the claimant’s basic pay is lower than that of their comparator, and where the claimant is not entitled to a bonus or some other remuneration to which their comparator is contractually entitled for doing equal work.

70. The burden of proof in equal pay claims is the same for all discrimination claims: it is set out in section 136 EqA and explained below. For equal pay claims I must take the following approach. Consider whether the claimant has identified an appropriate comparator; that is, a man in the same employment as her whose contractual terms regarding ‘pay’ are more favourable than hers. The claimant must also be employed on ‘like work’ with her comparator or ‘work rated as equivalent’. If I accept this to be the case, the employer must show “that the difference in pay between the claimant and the comparator can be explained by reference to a ‘material factor’ which does not involve treating the claimant less favourably than the comparator because of her sex.” In the absence of a material factor, the claim must succeed. Conversely, proof of a material factor means the claim must fail.

71. A comparator must be of the opposite sex to the claimant and employed ‘in the same employment’ as the claimant. This means that the individuals concerned must be employed by the same employer or associated employers at the same establishment.

72. The claimant alleges she undertook the same or broadly similar work to her comparators. Section 65(2) EqA states that 'A's work is like B's work if (a) A's work and B's work are the same or broadly similar, and (b) such differences as there are between their work are not of practical importance in relation to the terms of their work'. Section 65(3) states that 'it is necessary to have regard to (a) the frequency with which differences between their work occur in practice, and (b) the nature and extent of the differences'. Therefore, deciding whether a woman is employed on 'like work' with a man, I must consider both aspect of the 2 part test Baker and ors v Rochdale Health Authority *EAT 295/91*:

    72.1. Is the claimant's work the same as or, if not the same, 'broadly similar' to that of her comparator; and

    72.2. The difference (if any) between the work the claimant does and the work the comparator does must not be of 'practical importance' in relation to the terms and conditions of employment.

73. In Capper Pass Ltd v Lawton 1977 ICR 83, EAT the EAT provided helpful guidance on the two-part approach:

    73.1. First, when considering whether the work is the same, or, if not, of a broadly similar nature I must make a general assessment of the type of work involved, and of the skill and knowledge required to do it. This is a question of fact for the employment tribunal, which can be answered by a general consideration of the type of work involved, and of the skill and knowledge required to do it. While the job description may be a useful starting point, the focus must be on the actual work undertaken (I note that in Shields v E Coomes (holdings) Ltd 1978 ICR 1159, CA the Court of Appeal held that the employer should not be able to avoid its equal pay obligations by giving the work a different 'job description'); and

    73.2. Second, if so, I find the work to be of a broadly similar nature, I must engage in a more detailed examination is required to ascertain whether the differences between the work being compared are of practical importance in relation to the terms and conditions of employment. This involves analysing the nature and extent of those differences and the frequency with which they occur in practice.

74. I note that the evidential burden of showing 'differences of practical importance' rests on the employer ( Shields v E Coomes (holdings) Ltd 1978 ICR 1159, CA. This case provides examples of 'same work and broadly similar work).

75. If the claimant is not employed on 'like work', then it is irrelevant that her comparator is paid more than her, even if he is paid more than the difference in their work can reasonably justify Maidment and Hardcore v Cooper and Co (Birmingham) Ltd 1978 ICR 1094, EAT. The case law guides me that similarities in knowledge and skill were pivotal to the following employment tribunal decisions:

76. it is not necessary that the two jobs under comparison be identical; the work only needs to be 'broadly similar'. This allows for the comparison of jobs which, on the face of things, appear to be somewhat different. I note the

comments of Mr Justice Kilner Brown in Dance and ors v Dorothy Perkins Ltd 1978 ICR, EAT:

*"We feel that it is vitally important to reiterate… that it is no part of [a] tribunal's duty to get involved in fiddling detail or pernickety examination of differences which set against the broad picture fade into insignificance."*

Direct sex discrimination: section 13 of the Equality Act 2010

77. Section 13 EqA states:

***Direct discrimination***
*(1)A person (A) discriminates against another (B) if, because of a protected characteristic, A treats B less favourably than A treats or would treat others.*
*(2)If the protected characteristic is age, A does not discriminate against B if A can show A's treatment of B to be a proportionate means of achieving a legitimate aim.*
*(3)If the protected characteristic is disability, and B is not a disabled person, A does not discriminate against B only because A treats or would treat disabled persons more favourably than A treats B.*
*(4)If the protected characteristic is marriage and civil partnership, this section applies to a contravention of Part 5 (work) only if the treatment is because it is B who is married or a civil partner.*
*(5)If the protected characteristic is race, less favourable treatment includes segregating B from others.*
*(6)If the protected characteristic is sex—*
*(a)less favourable treatment of a woman includes less favourable treatment of her because she is breast-feeding;*
*(b)in a case where B is a man, no account is to be taken of special treatment afforded to a woman in connection with pregnancy*

78. Section 13 provides for a comparison by reference to circumstances in a direct discrimination complaint. I must consider whether the employee was treated less favourably than they would have been treated if they did not have the protected characteristic. The circumstances of a comparator must be the same as those of the claimant, or not materially different. The circumstances need not be precisely the same, provided they are close enough to enable an effective comparison: Hewage v Grampian Health Board [2012] UKSC 37.

79. The important thing to note about comparators (whether actual or hypothetical) is that they are a means to an end. The crucial question in every direct discrimination case is: What is the reason why the claimant was treated as he was? Was it because of the protected characteristic? Or was it wholly for other reasons? It is often simpler to go straight to that question without getting bogged down in debates over who the correct hypothetical comparator should be: Shamoon v Royal Ulster Constabulary [2003] UKHL 11.

80. I note from the guidance in case of Nagarajan v London Regional Transport [2000] 1 AC 501 that I must consider, was the reason for treatment the protected characteristic, considering the mental processes of the alleged discriminator, including any subconscious motivator? I note that the protected characteristic need not be the *only* reason for the less favourable treatment.

It may not even be the main reason. Provided that the decision in question was significantly (that is, more than trivially) influenced by the protected characteristic, the treatment will be because of that characteristic and discrimination would be made out.

Burden of proof: section 136 of the Equality Act 2010

81. Section 136 EqA states:

***Burden of proof***
*(1)This section applies to any proceedings relating to a contravention of this Act.*
*(2)If there are facts from which the court could decide, in the absence of any other explanation, that a person (A) contravened the provision concerned, the court must hold that the contravention occurred.*
*(3)But subsection (2) does not apply if A shows that A did not contravene the provision.*
*(4)The reference to a contravention of this Act includes a reference to a breach of an equality clause or rule.*
*(5)This section does not apply to proceedings for an offence under this Act.*
*(6)A reference to the court includes a reference to—*
*(a)an employment tribunal;*
*(b)the Asylum and Immigration Tribunal;*
*(c)the Special Immigration Appeals Commission;*
*(d)the First-tier Tribunal;*
*(e)the Education Tribunal for Wales;*
*(f) the First-tier Tribunal for Scotland Health and Education Chamber*

82. Section 136 prescribes two stages to the burden of proof: stage 1 (primary facts) and stage 2 (employer's explanation). At stage 1, the burden of proof is on the claimant Ayodele v Citylink Ltd & Anor [2017 EWCA Civ 1913. Stage 2 considers the employer's explanation. I must ask: has the employer proved, on the balance of probabilities, that the treatment was not for the proscribed reason? In a direct discrimination case, the employer only has to prove that the reason for the treatment was not the forbidden reason. There is no need for the employer to show that they acted fairly or reasonably.

83. The Court of Appeal in Igen Ltd v Wong [2005] EWCA Civ 142 sets out guidelines on the burden of proof. Therefore, the process I must follow is:

    83.1. Establish if there are facts from which a Tribunal can determine that an unlawful act of discrimination has taken place; and

    83.2. If I conclude that there are, the burden of proof shifts to the respondent to provide a non-discriminatory explanation for the conduct.

84. A more recent decision by the EAT has restated the *Igen* guidance and emphasized its continuing importance: Field v Pye & Co 2022 EAT 68 and restates the 2 stages: *s*tage 1 (primary facts) and Stage 2 (employer's explanation).

85. I note the guidance about applying the burden of proof in Efobi v Royal Mail Group Ltd [2021] IRLR 811 (SC), in particular:

"*The bare facts of a difference in status and a difference in treatment only indicate a possibility of discrimination. They are not, without more, sufficient material from which a tribunal "could conclude" that … the respondent had committed an unlawful act of discrimination"* (per Mummery LJ in *Madarassy* at para.56; endorsed in *Efobi* at para.46).

86. The case of Madarassy v Nomura International plc [2007] EWCA Civ 33 also held, inter alia, that a difference in protected characteristic and a difference in treatment is not sufficient to shift the burden of proof to the respondent. The claimant must show "something more" that a difference in protected characteristic and a difference in treatment (the promotion of the former and not the latter) is not sufficient. If the claimant establishes something more, at stage 2 the tribunal must consider the respondent's explanation.

87. It is not sufficient for the complainant to prove facts from which the Tribunal could conclude that the respondent 'could have' committed unlawful discrimination. The words 'could conclude' (or 'could decide' (s.136(2) Equality Act 2010)) mean that a reasonable Tribunal could properly conclude. I note the guidance in the case of Hammonds LLP and ors v Mwitta EAT 0026/10 that I must take an objective approach in identifying discrimination: it is not sufficient for the complainant to think or perceive that they have been treated less favourably, there must be some objective evidence to support their conclusion. The case of Baldwin v Brighton and Hove City Council 2007 ICR 680, EAT illustrates this point. Even if they are not accepted, the tribunal's own findings of fact may identify an obvious reason for the treatment in issue, other than a discriminatory reason' (Bahl v The Law Society [2004] IRLR 799 (CA) at paragraph 101).

Indirect sex discrimination: section 19 of the Equality Act 2010

88. Section 19 EqA states:

***Indirect discrimination***
*(1)A person (A) discriminates against another (B) if A applies to B a provision, criterion or practice which is discriminatory in relation to a relevant protected characteristic of B's.*
*(2)For the purposes of subsection (1), a provision, criterion or practice is discriminatory in relation to a relevant protected characteristic of B's if—*
*(a)A applies, or would apply, it to persons with whom B does not share the characteristic,*
*(b)it puts, or would put, persons with whom B shares the characteristic at a particular disadvantage when compared with persons with whom B does not share it,*
*(c)it puts, or would put, B at that disadvantage, and*
*(d)A cannot show it to be a proportionate means of achieving a legitimate aim.*
*(3)The relevant protected characteristics are—*

- *age;*
- *disability;*
- *gender reassignment;*
- *marriage and civil partnership;*
- *race;*
- *religion or belief;*
- *sex;*
- *sexual orientation.*

89. First, a claimant must establish as a matter of fact that a practice existed within a respondent's organisation. Second, a claimant must evidence that the respondent applied the practice to individuals of the opposite sex. A claimant must also establish that a group disadvantage exists before a claimant's personal disadvantage and there is a corresponding link between the two.

90. In Dobson v North Cumbria Integrated Care NHS Foundation Trust UKEAT/0220/19 the EAT held that that Tribunals should consider the "childcare disparity" (that women are more likely to have the primary burden of childcare) when considering indirect sex discrimination claims arising out of working arrangements. This was clarified in Marston (Holdings) Ltd v Mrs A Perkins [2025] EAT 20 the EAT made clear a Tribunal must consider the link between the practice and the disadvantage claimed and whether the employer can objectively justify its practice. Therefore, while Tribunals can accept as a matter of fact women are more likely to be the primary carers of children, the claimant must still show there is a group disadvantage to woman of the practice.

91. If, as a finding of fact, a tribunal determines that the practice did not exist, then the tribunal does not need to consider the issue of age as, quote simply, if there was no practice as described by a claimant as a matter of fact, there cannot be indirect discrimination.

**Conclusions**

92. The claimant's complaints turn on the questions I set out in the list of issues. First,

Equal Pay: Equality Act 2010 section 65

93. I have found that the claimant was not paid for driving work or on-call as part of her salaried contract. I have found she is entitle to be paid for this work done outside her contractual hours. I have found her hourly rate for this work was less than the amount paid to her comparators. Therefore, I must consider whether her work was the same or broadly similar to the work of Tim Robson, Trevor Bow or Aaron Slater for this part of her role. I consider that these men are appropriate comparators, as they were all employed by the respondent during the period about which the claimant complains and I have found they were paid a higher hourly rate.

94. The claimant alleges she undertook the same or broadly similar work to her comparators; specifically that she undertook driving and on-call duties outside her contracted hours and she had a supervision role related to these. I conclude it was broadly similar. I have found the claimant had driving duties outside her contractual hours, frequently appeared on the on-call rota and had supervision responsibilities connected to both. In evidence, the respondent focused on proving that the detail of the roles were not the same. I agree. Section 65(2) EqA does not mandate that the work has to be the same. Section 65(3) EqA acknowledges that it is necessary for me to have regard to the frequency with which differences between their work occur in practice and (b) the nature and extent of the differences'. The driving out of hours, on-call and supervision elements are broadly similar. The difference, based on the

Tru tac records, is the frequency with which the claimant undertook these roles (less often than her comparators). However, I do not consider this difference of practical importance as I have found that the claimant and the comparators were entitled to an hourly rate for this work, and that the claimant was paid a lower hourly rate.

95. Applying the case of Capper Pass Ltd v Lawton 1977 ICR 83, EAT , based on a general assessment, there is no doubt that the type of work involved, driving and being on-call for the same, for the respondent and under its National Express Contract required the same skill and knowledge and qualifications. The Trutac records evidence that the actual work undertaken in this regard was the same. That the role descriptions for the claimant and the comparators are different is immaterial. So, too, is the document the respondent relied heavily as evidence, by her signature, that the claimant considered her role different. It is evident from the grievance, and lengthy emails she sent to Mr Kemp and Mr Crump as part of this process, that she did not. It is fair and just that an employer should not be able to avoid its equal pay obligations by giving the work a different 'job description' or employees a different title or putting them under pressure to sign a document they had no time to consider or take advice on.

96. Mindful of the guidance in Shields v E Coomes (holdings) Ltd 1978 ICR 1159, CA, I conclude that, in this case, the respondent has not discharged the evidential burden of showing 'differences of practical importance'. The documents are conclusive in showing me that the claimant did drive coaches at unsocial times and was part of an on-call rota. It seems to me from the case the respondent sought to present that the respondent consider the claimant had to show she undertook the same work as the comparators. It is not necessary that the two jobs under comparison be identical; the work only needs to be 'broadly similar'. Therefore the difference in office based work, or supervision, on which the respondent sought to rely is not material to my decision. Nor is the difference in driving the respondent's coaches or National Express coaches. It is possible for jobs which, on the face of things, appear to be somewhat different to be like work if the tasks are broadly similar. In this regard I consider Mr Justice Kilner Brown's comment in Dance and ors v Dorothy Perkins Ltd 1978 ICR, EAT particularly relevant. It seemed to me that the respondent sought to engage in a "pernickety examination of differences" in the claimant's administrative roles out of hours which, when h set against the broad picture of the fact that the Trutac records her driving out of hours and being on-call, in my judgement, fade into insignificance.

97. I am satisfied that the claimant undertook a broadly similar role in driving coaches, being on-call and engaging in supervision tasks connected with this work to her comparators. Therefore, the burden switches to the respondent to show "that the difference in pay between the claimant and the comparator can be explained by reference to a 'material factor' which does not involve treating the claimant less favourably than the comparator because of her sex." In focusing its case on the pernickety detail of differences in supervision and timings on Trutac records, the respondent has not, in my judgement, identified a material factor. Any differences in supervision tasks and driving hours are not of practical importance in relation to the terms and conditions of employment

98. Therefore, the equal pay complaint must succeed.

Direct sex discrimination (Equality Act 2010 section 13)

99. Based on my comparison of hourly pay rates I have found that the respondent failed to pay an unsociable hours rate to the claimant whilst it was paid to Tim Robson and Trevor Bow. It is accepted by the respondent that the office roles for which the claimant were given to Trevor Bow and the role in the office Aaron Slater. As I have found there is a commonality of role, I conclude that the claimant's circumstances are not materially different from the named comparators.

100. Being paid less and not securing a role considered to be a promotion are, objectively and subjectively, less favourable treatment.

101. Therefore, I must consider was the claimant paid less because of her sex. I direct myself that I must consider, was the reason for treatment the protected characteristic, considering the mental processes of Mr Kemp and Ms Bailey as responsible for the decisions about pay and recruitment motivated by the claimant's sex, even if subconsciously, even if the claimant sex is not be the only reason for their decisions.

102. The burden of proof starts with the claimant, who must establish if there are facts from which a Tribunal can determine that an unlawful act of discrimination has taken place. For the difference in pay, I consider she has, not least as she complained about the unfairness of her pay in her grievance. Therefore, the burden of proof shifts to the respondent to provide a non-discriminatory explanation for paying the claimant less than her male colleagues. The reason put forward by the respondent is that the extra hours worked by the claimant were done so as part of her employment contract and that she was entitled to TOIL for these.

103. I note that unreasonable treatment in and of itself is not sufficient to give rise to an inference of discrimination; employers can have unjustified albeit genuine reasons for acting as they have. However, I have found this reason not to be genuine. I was not directed to a TOIL policy, nor evidence this was discussed with the claimant at the start of her employment. Indeed her position was clear, that it was agreed she would be paid an overtime rate for work undertaken outside her contracted hours. I have found this is the reason she refused to sign the contract. That said, this is a point of dispute on interpretation of the contract which arose between the parties from the outset of employment, but which was sadly never resolved, hence no final statement of terms being issued. However, I cannot accept that the respondent genuinely believed that the extra hours worked by the claimant were covered by her contract, particularly when she was driving coaches at 3am. Therefore, I must conclude that the reason for the difference in pay was the claimant's sex.

104. As to the appointment of the roles, on her evidence to the Tribunal the claimant has not identified, as a matter of fact and evidence, the something more than her sex which she says is the reason she was not appointed to the other roles. In her closing statement she told me that she feels Ms Bailey discriminated against me and the respondent used my child care flexibility issues as a criterion to reject me for the Operation Managers role. She has provide nothing more than a feeling. There is no "something more" put

forward by the claimant. She has not discharged the initial burden of proof. For this reason the direct discrimination complaint relating to roles fails.

Indirect discrimination (Equality Act 2010 section 19)

105. Based on Mr Kemp's evidence, I have found that the role of Operations Manager required the holder to occasionally stay at work beyond their scheduled finish time, as alleged by the claimant. I have also found this practice applied to the claimant when she was covering this role and male colleagues. He accepted that, when the claimant was covering this work, this practice applied to her. He also accepted that it applied to male colleagues.

106. The claimant alleges that this practice put women at a particular disadvantage when compared with men in that women are more likely to have caring responsibilities. However, while it is accepted as a general principle that women are more likely to have the primary burden of childcare, the claimant has not on the evidence before me demonstrated that, objectively, this practice put woman as a group at a disadvantage. She is required to do so before I can consider whether the practice put the claimant at that disadvantage. Therefore, the complaint of indirect discrimination must fail.

4. Breach of contract/unlawful deductions of pay

107. The claimant resigned "with immediate effect" on her own case. There is no case of unfair dismissal before me. Therefore, she is not entitled to notice pay.

108. The claimant claims that £492 was deducted from her final pay. She told me that she was received a payment of £500 into her account at the end of her employment, which she believed to be a Christmas bonus. The claimant accepts that she had no communication abut this amount. The claimant has not proved from an analysis of her payslips the basis of the £492. As the claimant was not told she was receiving a bonus, I find this amount was equivalent to her outstanding wages. Therefore, the complaint of unlawful deduction from wages fails.

109. The claimant claims for an enhanced sick pay on the basis of custom and practice. The contract of employment, while disputed, entitles the respondent's employees to statutory sick pay. This is the entitlement which she has been paid. She is not entitled to a higher rate as claimed.

110. For these reasons:

110.1. The complaint of failure by the respondent to pay the claimant equal pay is well founded and succeeds.

110.2. The complaint of direct sex discrimination is well founded and succeeds.

110.3. The complaint of indirect sex discrimination is not well founded and is dismissed.

110.4. The complaint of constructive unfair dismissal is dismissed as the claimant does not have 2 years continuous employment.

110.5. The complaint of unauthorised deductions from wages (including sick pay) is not well-founded and is dismissed.

110.6. The complaint of breach of contract in relation to notice pay is not well-founded and is dismissed.

110.7. The complaint that the respondent failed to pay the claimant holiday pay and amounts for time off in lieu of notice are dismissed following a withdrawal of this complaint by the claimant at this hearing.

111. Parties will receive a separate notice of hearing and directions for the remedy hearing.

Approved by:
Employment Judge Hutchings

5 January 2026

RESERVED JUDGMENT & REASONS SENT TO THE PARTIES ON 8 January 2026

FOR EMPLOYMENT TRIBUNALS