



# **EMPLOYMENT TRIBUNALS**

**Claimant: Ms M. Tibbles**

**Respondent: Joint Pub Ventures Limited**

**Heard at: Reading** (by CVP)

**On: 1 July 2026**

**Before:** Employment Judge Chudleigh

## **Appearances**

For the Claimant: in person

For the Respondent:

## **JUDGMENT**

### **Employment Tribunal Rules of Procedure 2024 – Rule 22**

1. Case numbers 3300939/2025 and 3305124/2025 are withdrawn by the claimant.
2. The complaint of unfavourable treatment contrary to section 18 of the Equality Act 2010 (“the EqA”) is well founded and succeeds. The respondent subjected the claimant to unfavourable treatment because of her pregnancy during the protected period in relation to her pregnancy by:
  - 2.1 In October 2024 removing the claimant from the rota in respect of four shifts she was on the rota to do between 16 October 2024 and 26 December 2025;
  - 2.2 Failing to put the claimant on the rota or offer her shifts except on five occasions from 16 October 2024 until her dismissal on 23 January 2025; and
  - 2.3 Failing to undertake an adequate risk assessment in relation to the claimant’s pregnancy in December 2024.
3. The complaint of victimisation is well-founded and succeeds. The grievance the claimant raised on 20 December 2024 was a protected act within the meaning of section 27(2) of the EqA. The respondent subjected

the claimant to detriment because she did that protected act by dismissing her on 23 January 2025 contrary to section 27(1) of the EqA.

4. The ACAS Code of Practice on Disciplinary and Grievance Procedures applied in this case. The respondent unreasonably failed to comply with it by failing to hold a meeting to discuss the claimant's grievance dated 20 December 2024.
5. The respondent shall pay the claimant the following sums in respect of its unlawful treatment of her under sections 18 and 27 of the EqA:
  - 5.1 Compensation for cancelled shifts and failing to put the claimant on the rota from 16 October 2024 to 23 January 2025 - estimated at a total of four shifts a week that she would have worked but for the discrimination - of £2072.00, plus interest calculated in accordance with the Employment Tribunals (Interest on Awards in Discrimination Cases) Regulations 1996 ("the 1996 Regs") in the sum of £260.67, a total of **£2,332.67**.
  - 5.2 Compensation for financial losses from the date of dismissal in respect of two weeks' net pay in the sum of £396.23 plus interest in the sum of £45.51 calculated in accordance with the 1996 Regs, a total of **£441.74**.
  - 5.3 Compensation for injury to feelings of £15,000 plus interest in the sum of £1,722.74 calculated in accordance with the 1996 Regs, a total of **£16,722.74**.
  - 5.4 The total is £19,497.15 which is increased by 10% due or £1,949.72 because of the respondent's unreasonable failure to comply with the ACAS Code of Practice on Disciplinary and Grievance Procedures making a total award of **£21,446.87**.
6. The complaint of breach of contract in relation to notice pay is well-founded in that the respondent breached the claimant's contract and wrongfully dismissed the claimant on 23 January 2025 by dismissing her without giving her the weeks' notice she was entitled to under her contract of employment. The respondent is ordered to pay the claimant the sum of **£184.61** by way of damages for breach of contract.
7. The complaint in respect of holiday pay is well-founded. The respondent made an unauthorised deduction from the claimant's wages by failing to pay the claimant for 12 days holiday accrued but not taken on the date the claimant's employment ended. The respondent shall pay the claimant **£443.04**. The respondent is to account for and pay any tax and national insurance that is due.
8. The claimant's claim that the respondent made an unlawful deduction from her wages by failing to pay her statutory sick pay in respect of the following days when she was absent due to sickness on 9 October 2024, 20 October 2024, 20 November 2024, 3 December 2024 and 10 December 2024 fails given that the claimant was not entitled to

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3305124/2025  
3305451/2025**

contractual sick pay and would not have qualified for statutory sick pay as there were isolated days.

Approved by:

Employment Judge Chudleigh

1 July 2026

ORDER SENT TO THE PARTIES ON

6 August 2026.....

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FOR THE TRIBUNAL OFFICE