



EMPLOYMENT TRIBUNALS

Claimant: Ms J Hamid
Respondent: Kent County Council

Heard at: Ashford (by video)
On: 29 April 2026
Before: Employment Judge Corrigan
Dr S Chacko
Mr W Dixon

Appearances

For the claimant: In person
For the respondent: Mr D Green, Counsel

Reasons

**For Remedy Judgment dated 29 April 2026,
Provided at the respondent's oral request**

1. The respondent's representative referred us to the jurisdiction to order a remedy in an equal pay claim as set out in s132 Equality Act 2010 (quoted in his skeleton argument). It is limited to making a declaration as to the rights of the parties in relation to the matters to which the proceedings relate and an order of arrears of pay or damages. We accepted we could not award injury to feelings or aggravated damages as set out by the respondent. As set out at paragraph 60 of the liability reasons the effect of ss64 and 66 are that if the claimant's work is equal to her comparator's work, if a term of the claimant's work is less favourable than a term of her comparator's work, her term is modified so as not to be less favourable.
2. At the remedy hearing the main issue in dispute to be decided was the issue as to whether the claimant had limited the matter in these proceedings to the term of her work in respect of pay rather than grade. The respondent argues if the former her claim is limited to the difference between the actual pay received

- by her comparator rather than, as she has put in her schedule of loss, the pay rate she would have had if she had been put on the same grade as her comparator at the material time. The respondent's representative set out his position in his skeleton argument.
3. The respondent also disputed that the claim was about the claimant's pension.
 4. The claimant also sought aggravated damages and pay for the loss of pay she suffered in attending the liability hearing.
 5. The claimant and her manager had prepared witness statements. The respondent's representative confirmed he did not intend to ask any questions in cross examination. There was an agreed remedy bundle and we had access to the liability bundle. The page numbering referred to come from version 3. The respondent provided additional spreadsheets of the loss of pay calculations. The parties made oral submissions.
 6. We agreed we would make decisions in principle on the issues raised by the parties and then work with the parties to calculate the final sums to be awarded.
 7. We considered first the question of whether the claim was limited to a claim in respect of the actual pay as opposed to the grade of her comparator. We decided we disagreed with the respondent's representative for the following reasons.
 8. It was explicit in the claim form that she remained two grades below her comparators and that was the basis for her claim she was paid less (p24 liability bundle) and at box 9.2 she said she was "seeking £20,000 compensation and to be put on the same grade as my predecessor" (p25 liability bundle). It was clear the claimant was seeking pay on her predecessor's grade in her March 2025 schedule of loss.
 9. The list of issues clearly identified the difference in pay bands between the claimant and her predecessor (pp66-67).
 10. The claimant's specific employment conditions record actual pay and grade (p128). The contract terms state that pay will be reviewed each April and progression is determined by your line manager's assessment as part of Total Contribution Pay process (p129). The TCP assessment process is at pages 36-37. It states "your pay is determined by the evaluated grade of your post. Progression through the grade will be determined by the outcome of your TCP assessment and based on the percentage increase agreed for each assessment rating for that year." The pay records (for example p120 and p 703) show the actual pay, the grade, the salary range for the grade, the midpoint and where the employee's salary sits on that salary range and general increases.

11. It is clear from the liability reasons that this case was about whether the claimant should have been on the same grade as her comparators. So we do not agree that the claimant limited her case in the way the respondent's representative asserts. We also consider that grade and pay are interlinked at the respondent and should not be separated in the way the respondent asserts.
- 11.1 We did not consider there was a basis for putting the claimant on a higher rate of pay than the bottom of the scale for the relevant grades, but that we did need to take account of the relevant salary percentage increase she had earned at the relevant time (hence the declaration that her pay should be the bottom of the KR10 salary range at that date/a 2.5% increase on her existing pay rate (whichever was the higher)). As we declared in the remedy judgment the claimant's contract provided for her pay to be reviewed annually and the annual percentage increases that were applied to the claimant since 21 April 2021 would have still applied to the modified salary in the same way.
12. These were the reasons for the declarations made in the remedy judgment.
13. We also agreed with the claimant that the pension contributions should be increased to reflect those that would have been made if she had been paid at the rate of pay that she should have been if the term in respect of pay is modified as above.
14. By the date of the hearing the equivalent to KR10 grade was KSH. We were told the parties were still in negotiation over detail but it had been agreed between the parties that the claimant would be put on the top of the KSH grade from the date of the judgment going forward (27 February 2026). That had not yet been actioned.
15. The figures in paragraphs 2 and 3 of the remedy judgment were agreed in terms of their being the correct calculations based on the tribunal's decision in respect of the pay/grade dispute above. The figures in paragraph 3 were taken from a spreadsheet emailed to the tribunal by Mr Green (respondent's counsel) during the hearing. The pension loss was also agreed once we had made the decision to award it in principle and the interest calculations were based on the Employment Tribunals (Interest on Awards in Discrimination Cases) Regulations 1996 SI 1996/2803. We adopted the period in regulation 6(1) in respect of the ongoing underpayment since 2021. We did not consider this would cause such serious injustice that it would warrant a departure from this in respect of the period from 2021 (taking into account the annual losses); but we did consider there was a basis to depart from this in respect of the 2017 period and we should award interest over the whole period, as that was a short discrete period of unequal pay arising many years ago. Again the respondent assisted us with the calculations. I did make a correction when writing up the judgment and explained this in a covering letter.

16. The claimant wished to be compensated for the fact she had to use up annual leave to attend the hearing. She had not brought a claim about annual leave. We did not consider we could award it as costs for attending the hearing as the respondent had not been unreasonable in defending the claim and the other circumstances in which costs can be awarded under rule 74 Employment Tribunal rules of procedure.

Approved by
Employment Judge Corrigan

17th September 2026

Sent to the parties on:

25th September 2026

For the Tribunal Office

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