



# EMPLOYMENT TRIBUNALS

**Claimant:** Mrs J Cox

**Respondent:** Sainsburys Supermarkets Limited

**HELD AT:** Manchester

**ON:** 19 January 2017

**BEFORE:** Employment Judge Feeney  
Ms C S Jammeh  
Mr B Bannon

## REPRESENTATION:

**Claimant:** Mr M Budworth, Counsel

**Respondent:** Mr J Gidney, Counsel

## JUDGMENT ON REMEDY

The judgment of the Tribunal is that:

1. The claimant is awarded, in respect of unfair dismissal, part-time work discrimination, failure to provide employment particulars and breach of contract, £73,635.96.
2. The Tribunal make a recommendation that the respondent award the claimant a veterans card at the age of 60.

## REASONS

1. The claimant brought a claim of indirect sex discrimination, part-time workers' discrimination, unfair dismissal, failure to provide employment particulars and breach of contract in respect of notice pay. All her claims succeeded except for the indirect sex discrimination claim, and the judgment in respect of this was promulgated on 23 March 2016.

### Claimant's Submissions

2. Today at the remedy hearing the claimant claimed loss of salary from the date of dismissal to her the age of 60. She had initially claimed for a further two years but this was withdrawn in submissions following the claimant's evidence. She had obtained three jobs during this period, two of which had not lasted for a considerable period but were all at minimum wage in any event. Her last job which at £8.00 per

hour. The claimant submitted that she had mitigated her loss and that for various reasons it had not been possible to find a job at the same level as the job she had held before.

### **Respondent's Submissions**

3. The respondent submitted that the claimant had not mitigated her loss sufficiently and brought no evidence that she had applied for jobs other than one with Morrisons and the three jobs that she had actually obtained, and that her damages should be consequently limited. In addition, the claimant was unable to work for several months because of a shoulder injury and the respondent stated it should not be responsible for her losses during that period.

### **Witnesses**

4. The Tribunal heard from the claimant and for the respondent Victoria Officer, HR Manager.

### **The Bundle**

5. There was an agreed bundle to which was added at the hearing documents relating to the claimant's sickness absence and entitlement.

### **Findings of Fact**

6. The claimant stated that at the time of her dismissal she looked for a job and obtained one with Scope on £15,500 per year gross as a shop manager. This was full-time. However, on 14 September 2015 prior to her dismissal she suffered a serious accident at work followed by an accident at home which led to her having to undergo an operation on her shoulder on 14 October 2015. The operation turned out to be more complicated than expected and she had problems moving her shoulder and with pain for many months afterwards. Accordingly she withdrew from the role as she knew she would not be able to undertake it as it involved heavy lifting. The claimant said had she still been employed by Sainsburys she would have been on sick pay during this period.

7. The claimant's evidence was that she was allowed, based on her hours of work, 728 hours' sickness per annum, and at the time of her dismissal she had 511 such hours remaining. Following her injury she had tried to go into work initially and she had also used holiday in order to reduce her sickness absence, and therefore the sickness pay she received in those months did not reflect full sick pay at all as she had minimised the impact on sick pay by working and taking holiday. Following 14 October 2015 it is the claimant's evidence that she would have had to be off work sick full-time because of the severity of her condition probably until the end of April 2016.

8. The claimant stated that in accordance with the respondent's sickness policy she would have received sick pay until 1 February 2016 and then she would have received no pay having exhausted her entitlement. Her entitlement would then have resumed on 15 March 2016. We accept the claimant's unchallenged evidence on this point, which was corroborated by the additional documentation.

9. The claimant stated that she felt that her shoulder had much improved by the beginning of May and she applied for jobs at that point in time, writing to all the local supermarkets – Morrisons, Asda, Aldi, Tesco, etc. She had only one reply back from Morrisons on 31 May which stated that they had no vacancies.

10. The claimant said that her job seeking routine was to look at the “Indeed” website every Friday, initially for part-time manager retail jobs but when she realised these were not available she started looking for a part-time shop assistant role on the minimum wage. She obtained a position with Barnardo’s as a part-time sales assistant for three days a week commencing on 3 October 2015. She worked that day and the next day; however she felt uncomfortable when she witnessed a customer being asked to sign a gift aid certificate on behalf of her husband. She queried this but was rebuffed and was told that the shop did this all the time. She spoke to the Regional Manager about this but was unhappy with the response. She did not feel that this was ethical practice. She did not feel she could carry on working for the organisation so she left.

11. The claimant had begun volunteering with Scope once her shoulder was better and she obtained employment with them on 16 November 2015 at £6.87 per hour. She did till work, paperwork, recruiting volunteers and promoting Scope generally. She did not do lifting heavy bags and always had a volunteer in the shop to help her if she needed. It was a temporary position until they could recruit to the permanent position. In her witness statement the claimant said that because it was temporary she looked for another job and that is when she obtained a permanent job with a café next door called Plumcake. However today she has told us that there was an unpleasant incident when the District Manager of Scope came to see her. Everyone that she worked with believed that the visit was because he was going to offer her the permanent role. However he quizzed her about the reasons for her leaving Sainsburys and there was no discussion about the permanent job. Accordingly the claimant took the view that it was unlikely she was going to get the permanent job. She believed her dismissal by the respondent influenced the decision not to consider her for the permanent job. This also propelled her to apply to Plumcake. She cooks and waits on at Plumcake, and began working for them on 2 May 2016. She receives £8 an hour and works 21 hours a week.

12. On 21 May 2016 the claimant says she became seriously ill, collapsed at work and had to be admitted to Stepping Hill Hospital. After being in hospital for five days she was diagnosed with low blood pressure. She was off work for two weeks. When she returned to work she requested information from her employer to assist with the Tribunal case and when they discovered the reason she needed the information i.e. for the Tribunal, she now perceives that they are uncomfortable with her working for them, although she is still working there at present. She wants to work until her 60<sup>th</sup> birthday on 19 January 2019.

13. The claimant confirmed she had not applied for benefits; that she had been in employment with the respondent for 34 years, in fact in effect it was her only job until she was dismissed; that she had no degree; very few transferrable skills outside the retail industry and had no IT skills at all.

14. The claimant also claimed other losses; the loss of her staff discount card and also the veterans card. There was much discussion at the Tribunal about the veterans card. On retiring from Sainsburys an employee has the discount card for life

but also additional benefits based on the veterans card including a quarterly magazine, invitation to an annual reunion lunch, opportunity to join a local Veterans Association, a birthday present at the age of 80, 85 and 90 and every year thereafter, a gift for a golden or diamond wedding anniversary, honorary membership of the SSA (Sainsburys Staff Association) which entitles the member to discounts with third parties, and access to Sainsburys' Veterans Welfare Scheme which assists ex Sainsburys employees if they fall on hard times in various ways.

15. In respect of the respondent's share save scheme the claimant paid the sum of £250 a month into this scheme and had a total investment of £8,500 over three years. The scheme matured in March 2015 and she would have had the right to purchase 3,781 shares at the price of £2.38 each. She only received her initial investment back of £8,500 when the value of her shares was, at a share price undiscounted of £2.75, in total £10,397. Therefore the claimant had a £1,897 loss.

16. In respect of an annual bonus she received this every year. In 2012/2013 it was £465 and she asserted there was no reason why this would not have been paid had she remained employed by Sainsburys to the age of 60, and she understood it had been paid to the respondent's employees since her dismissal.

17. The claimant was also entitled to life insurance valued by the respondent at £123 a year, but of course the respondent would obtain a discount on a scheme in view of their large number of employees. The claimant had looked into how much an equivalent policy would cost and she argued it would be on average £40 per month and she provided the Tribunal with some quotations to this effect.

18. In respect of the claimant's pension, she was originally enrolled in a final salary scheme but this closed on 28 September 2013 when she was then entered into a defined benefits scheme, where the claimant paid 6% of her salary and the respondent paid £81.72 a month as their contribution.

19. In respect of mitigation, the claimant asked us to rely on her oral evidence that she had applied for jobs when they had arisen but there were no suitable job vacancies. The respondent had provided several pages of job vacancies from last year in the bundle, and the claimant went through each one and said why they were not suitable; either they were full-time or they required a degree or other skills the claimant did not have; or they were on the same or lower salary than the job she already had. There was no job which would have been suitable save for a couple of the full-time ones. I asked the claimant had she thought of making any enquiries whether the employer in those cases would consider part-time, and she said she had not.

## **Submissions**

20. We thank both parties for their clear and well ordered submissions which greatly assisted us in making our decision.

### Basic Award

#### Net weekly salary

21. The basic award was agreed between the parties as £10,968.21 based on a gross salary of £406.23. The parties did not agree on the net weekly salary because

the respondent had deducted the claimant's share save contributions. The claimant argued that this amount should not be deducted. It was part of her net salary and she chose to have it transferred into the share save scheme. She could have received her net salary and paid this amount by cheque or cash but she chose not to because it was convenient and therefore this amount should not be removed from her net salary.

Notice pay

22. It was found at the previous Tribunal hearing that the claimant was 12 days short of the full notice pay. The parties agreed on this but not on the actual amount because of the dispute over the claimant's net weekly pay.

Failure to provide written terms and conditions

23. The respondent here argued that any award should be at the lower end of the scale because they did provide the claimant with original terms and conditions, wrote to her on several occasions to advise her of changes in her terms and conditions, particularly on her promotions. A full copy of her terms and conditions was available on the intranet although the claimant never saw this and was not aware it was on the intranet, therefore they argued it was not a case where the employer had completely failed to provide terms and conditions.

Discount/veterans card

24. The respondent argued that as the claimant was the named second user on her husband's discount card and her son who both worked for Sainsburys she still had the benefit of those discounts and it had been demonstrated that she had obtained the benefit of them so it was inappropriate to award any damages from this. The claimant stated she was entitled to a card in her own right and that the amount she claimed in respect of it was £726 a year. This did not represent the full value of the veterans card to her, either financially or in a wider sense, and of course in a wider sense i.e. emotionally this could not be quantified within the confines of this case. Therefore the claimant claimed the actual discount she had obtained in 2013 with a multiplier from the Ogden table based on life expectancy of 21.64 x acceleratory seat of 0.5956 which is a total sum of £9,482.96. The respondent says the claimant should not receive anything for the reasons referred to above.

Share save entitlement

25. The parties agreed that the claimant was entitled to £1,897 in respect of this.

Bonus

26. The claimant received a bonus of £465 for 2012/13. The respondent did not dispute that this bonus would be paid but did not believe the claimant should receive compensation for the number of years she was claiming for.

Pension loss

27. The parties were agreed that the claimant should obtain the employer's contributions of whatever period the Tribunal decided was appropriate at the rate of £81.72 a month.

Life assurance

28. The claimant valued her life assurance at £480 a year; the respondent at £123 per year.

The claimant's income

29. The claimant's income received in the relevant period was not disputed. It was £104 from Barnardo's; £3,738.78 from Scope; £3,061.12 from Plumcake.

Past losses

30. The claimant claimed her past loss from the date of dismissal, 28 September 2014, to the remedy hearing today, 19 January 2017, in full. She argued that she would have been on sick leave and received full sick pay until 1 February 2016. There would have then been a gap of approximately six weeks before her sick pay would have resumed on 15 March 2016. She then would have received sick pay in full until the beginning of May, which was when she started looking for alternative employment.

31. The respondent stated that they argued that the claimant had not sufficiently mitigated her loss and therefore should not receive more than two years' loss of earnings and also the respondent should not have to pay for the claimant's inability to work from October to the beginning of May.

Future Loss

32. The claimant had initially contended for four years' future loss but following her evidence today this was reduced to two years to when she would be 60 years old. The respondent repeated their argument that they thought it was not reasonable for the claimant to obtain compensation up to the retirement date as they argued she had failed to mitigate her loss sufficiently, and that since she had obtained the job at Plumcake they argued there was no evidence she had sought to look for another job to try and improve the amount she was earning.

Compensation pursuant to the Part-Time Workers Regulations

33. The respondent argued that the claimant could only obtain compensation for loss of employment in respect of unfair dismissal and could not obtain such losses in respect of her part-time workers claim, relying on regulations 8(7)(b) and 8(9)(a) and (b) which state that "the Tribunal can order such payment of compensation that is just and equitable having regard to the infringements to which the complaint relates and any loss attributing to the infringement on a pro rata basis", and they argue that the loss of the claimant's employment was not a loss arising from the infringement. The claimant argued that the respondent attempted to impose a discriminatory provision on the claimant, and when she refused to accept it she was dismissed, and therefore the losses from her dismissal were rightly attributable to the part-time discrimination.

Financial penalty

34. The Claimant argues that the Tribunal should award a financial penalty under section 12A of the Tribunals Act 1996. This can be awarded where a Tribunal feels

that a right has been infringed and the infringement “has one or more aggravating features”. The respondent argued that there should be no such finding as the Tribunal found the claimant was working at the weekends in any event prior to the change in terms and conditions. The claimant argued that the way the respondent treated her was disgraceful given her 34 years’ service.

### Interest

35. The respondent argued that the Part-Time Workers Regulations awards were not an award under relevant legislation within the regulations 1(2) of the Employment Tribunals (Interest on Awards in Discrimination Cases) Regulations 1996. There was no provision for interest in unfair dismissal losses in addition. The 1996 Regulations referred to of course were drafted before the Part-Time Workers Regulations were introduced.

36. In addition the claimant argued that on the basis of the case **Melia v Magna Kansei [2006]** the claimant was entitled to interest on the usual principles applied in a discrimination case i.e. from halfway between the date of a remedy determination and the date of the earliest loss of earnings following termination until the date of calculation. The claimant claims interest from 27 October 2015, that being halfway between 26 September 2014 and 24 November 2016 (note that the remedy hearing date was changed). This is calculated in the Schedule of Loss as £1,720.30 at a rate of .025%. However the amount will be based on our decision today, which if not on all fours with the claimant's Schedule of Loss will be a different amount.

### **The Law**

37. The law relating to remedy is contained in section 8 of the Part-Time Workers’ (Prevention of Less Favourable Treatment) Regulations 2000 (“the 2000 Regulations”). Section 8(7) states that:

“Where an Employment Tribunal finds that a complaint presented to it under this regulation is well-founded it shall take such of the following steps as it considers just and equitable –

- (a) Making a declaration as to the rights of the complainant and the employer in relation to the matters to which the complaint relates;
- (b) Ordering the employer to pay compensation to the complainant;
- (c) Recommending that they employer take, within a specified period, action appearing to the Tribunal to be reasonable in all the circumstances of the case for the purpose of obviating or reducing the adverse effect on the complainant of any matters to which the complaint relates.”

38. Section 9 states:

“Where a Tribunal orders compensation under paragraph 7(b) the amount of the compensation awarded shall be such as the Tribunal considers just and equitable in all the circumstances...having regard to –

- (a) The infringement to which the complaint relates; and

- (b) Any loss which is attributable to the infringement having regard, in the case of an infringement of the right conferred by regulation 5, to the pro rata principle except where it is inappropriate to do so.”

39. Section 10 states:

“The loss shall be taken to include –

- (a) any expenses reasonably incurred by the complainant in consequence of the infringement;
- (b) loss of any benefit which he might reasonably expect to have had but for the infringement.”

40. The regulations make clear that there is no injury to feelings in respect of discrimination under these regulations and that mitigation of loss and contributory fault also apply.

41. Section 14 states:

“If the employer fails without reasonable justification to comply with a recommendation made by an Employment Tribunal under paragraph 8(7)(c) the Tribunal may, if it thinks it is just and equitable to do so –

- (a) Increase the amount of compensation required to be paid to the complainant in respect of the complaint where an order was made under paragraph 7(b); or
- (b) Make an order under paragraph 7(b).”

#### Unfair Dismissal

42. In respect of the claimant's unfair dismissal, she is entitled to a basic award and compensation for past and future loss depending on the circumstances. The basic award is calculated in terms of a week's pay as defined in sections 220-229 of the Employment Rights Act 1999 depending on the employee's age, length of service and relevant amounts of a week's pay. In this case the basic award was agreed and therefore I have not recited the law any further.

#### Compensatory Award

43. Section 123(1) of the Employment Rights Act 1996 sets out the test for any compensatory award. Section 123 says:

- “(1) Subject to the provisions of this section and sections 124, 124A and 126, the amount of the compensatory award shall be such amount as a Tribunal considers just and equitable in all the circumstances having regard to the loss sustained by the complainant in consequence of the dismissal insofar as that loss is attributable to action taken by the employer.
- (2) The loss referred to in subsection (1) shall be taken to include –



- (b) Any expenses reasonably incurred by the complainant in consequence of the dismissal; and
  - (c) Subject to subsection (3), loss of any benefit which he might reasonably be expected to have had but for the dismissal.
- (3) The loss referred to in subsection (1) shall be taken to include in respect of any loss of –
- (a) Any entitlement or potential entitlement to a payment on account of dismissal by reason of redundancy; and
  - (b) Any expectation of such a payment...”

44. Awards in respect of unfair dismissal are now subject to a cap since 29 July 2013 when the Unfair Dismissal (Variation of the Limit on Compensatory Awards) Order 2013 was introduced. A cap of a year’s salary was introduced.

45. Accordingly, in this case if the claimant’s compensatory award came to more than a year’s salary an issue arose as to whether compensation should be awarded under the Part-Time Workers Regulations to which no cap applies.

46. In respect of whether we could award interest, the claimant’s representative drew our attention to **Melia v Magna Kansei [2006]** Court of Appeal, which advised the Tribunal that where no provision for an award for delayed payment such as interest existed, just as there may be no provision for accelerated payment, that the Tribunal should consider these elements under section 123(1) which states that the compensatory award in such amount as a Tribunal considers just and equitable in all the circumstances having regard to the loss sustained by the claimant in consequence of the dismissal. This, the Court of Appeal said, should apply to a protected disclosure claim. Accordingly the claimant argued that it should also apply in a part-time worker’s claim, the regulations having arisen after the interest provisions of the discrimination statute were passed into law and accordingly they did not in terms refer to the Part-Time Workers Regulations.

#### Section 1 Employment Rights Act 1996

47. The claimant succeeded in a claim in relation to the failure to provide employment particulars under section 1 of the Employment Rights Act 1996. The compensation which can be awarded for this is set out in section 38 of the Employment Act 2002. This says that:

- “(1) This section applies to proceedings before an Employment Tribunal relating to a claim where an employee under any of the jurisdictions listed in schedule 5.
- (2) In the case of proceedings to which this section applies –
  - (b) The Employment Tribunal finds in favour of the employee but makes no award to him in respect of the claim to which the proceedings relate; and

- (c) When the proceedings were begun the employer was in breach of the duty to the employee under section 1(1) or 4(1) of the Employment Rights Act 1996 (section C18 (duty to give a written statement of initial employment particulars or particulars of a change) ...The Tribunal must, subject to subsection 5, make an award of a minimum amount to be paid by the employer to the employee and may, if it considers it just and equitable in all the circumstances, award the higher amount instead.”

48. Subsection 4 goes on to say:

- “(a) References to the minimum amount are to an amount equal to two weeks’ pay; and
- (b) References to the higher amount are to an amount equal to four weeks’ pay.”

#### Financial Penalty

49. Under section 12A of the Employment Tribunals Act 1996:

- “(1) Where an Employment Tribunal determining a claim involving an employer and a worker –
  - (a) Concludes the employer has breached any of the worker’s rights to which the claim relates; and
  - (b) Is of the opinion that the breach has more or more aggravating features,the Tribunal may order the employer to pay a penalty to the Secretary of State (whether or not it also makes a financial award against the employer on the claim).
- (2) The Tribunal shall have regard to the employer’s ability to pay –
  - (a) In deciding whether to order the employer to pay a penalty under this section; and
  - (b) (Subject to subsections (3)-(7)) in deciding the amount of the penalty.
- (3) The amount of the penalty under this section shall be –
  - (a) At least £100; and
  - (b) No more than £5,000.
- (4) Subsection 4 applies where an Employment Tribunal –
  - (a) Makes a financial award against an employer on a claim; and

- (b) Also orders the employer to pay a penalty under this section in respect of the claim.
- (5) In such a case the amount of the penalty under this section shall be 50% of the amount of the award except that –
- (a) If the amount of the financial award is less than £200 the amount of the penalty shall be £100;
  - (b) If the amount of the financial award is more than £10,000 the amount of the penalty shall be £5,000.”

50. Whilst the legislation does not define what aggravating features are, the Government’s explanatory notes suggest that some of the factors which a Tribunal may consider in deciding whether to impose a financial penalty could include the size of the employer, the duration of the breach of the employment right and the behaviour of the employer and the employee. The notes suggest a Tribunal may be more likely to find an employer’s behaviour in breaching the law had aggravating features where the action was deliberate or committed with malice, the employer was an organisation with a dedicated HR team, the employer had repeatedly the employment right concerned. Further, a Tribunal may be less likely to find an employer’s behaviour in breaching the law had aggravating features where the organisation has only been in operation for a short period of time, it is a micro business, it has only a limited HR function and the breach was a genuine mistake.

## **The Tribunal’s Conclusions**

### Past and Future Loss

51. We are satisfied the claimant has mitigated her loss. We find her a credible witness and accept her evidence regarding her job search. Her evidence regarding the reasons why the jobs on the list produced by the respondent for this hearing were not suitable was compelling, and we accept her evidence in totality that it is very difficult for her to find a job on a commensurate salary. We see no reason why the claimant, had she not been dismissed, would not have continued to receive sick pay as she described. Accordingly that period is included in her losses.

52. In respect of the claimant not having searched for a better paying role since she obtained her job at Plumcake on £8 an hour, there was no definitive evidence that the claimant would not look for another job, indeed after hearing that the claimant now felt uncomfortable there we find it is likely the claimant will look for another job. However, we believe that given in two years she has not been able to find a job on a similar salary to that at the respondent’s business she is unlikely to do so in the next two years.

53. We award the claimant losses up to today and her future loss to the age of 60. We calculate that overall as 217 weeks.

### Interest

54. We agree with the claimant’s submissions in respect of interest and award interest on the basis of the method of calculation adopted in the claimant’s Schedule of Loss but based on our overall figures. This comes to an amount of £1,600.

Weekly Pay

55. Regarding her weekly pay, we agree with the claimant's submissions in respect of the net pay figure and adopt a figure of £343.99.

Basic Award

56. In respect of a basic award we adopt the parties' agreement.

Statutory Rights

57. In respect of loss of statutory rights we award the claimant two weeks' gross pay.

Discount card/veterans card

58. We reluctantly agree with the respondent's submissions that the claimant has not suffered a loss in this regard as she has the benefit of her husband's discount card, and it is not possible to quantify the benefits arising solely from the veterans card. However, we dealt with this further under recommendation below.

Share Save

59. The amount was agreed at £1,897.

Life Cover

60. We agree with the claimant's estimate. From our own knowledge it seems a reasonable estimate that it would cost the claimant roughly £40 a month to replicate the life cover benefits she had.

Bonus

61. In respect of the bonus the amount per year was agreed at £464 and clearly we award the claimant in line with our findings on past and future losses.

Pension

62. We agreed with the respondent's submission, which we understood agreed, that the claimant was entitled to her contributions for the period of loss. The contributions of the respondent were £81.72 per month. We note that there may be a miscalculation in the respondent's schedule as they have adopted this as a weekly figure rather than a monthly figure. We have awarded the claimant this amount for the past and future loss period we have identified.

Compensation for part-time work or unfair dismissal

63. We agree with the claimant's submissions that a claimant is entitled to choose to adopt the most favourable grounds of claim for a compensation award. In our view the claimant is entitled to claim her losses due to being dismissed as this was consequent on the discrimination. Accordingly the "compensatory" award is made under the Part-Time Workers Regulations.

Financial Penalty

64. We declined to award a financial penalty. Although the claimant was treated exceedingly badly given her length of service, and the respondent do match some of the “aggravating factors” i.e. they have a large HR Department and they are a large well established business. However, having said that we make no award in this case as we do not believe that there was any malicious intent or deliberation about the decision although it was rather careless and hardhearted. Having said that, it certainly is a case which came very close to meeting the criteria for a financial penalty.

Notice

65. In respect of unpaid notice we award the claimant 12 days which we have calculated by dividing a week’s pay into five days and multiplying by 12. This may be an imperfect calculation but for the present we had no other way of calculating it.

Failure to provide written terms and conditions

66. We accept the respondent’s submissions that they had made efforts to advise the claimant of her terms and conditions, just not quite enough. In these circumstances we award the claimant two weeks’ gross pay for the breach of section 38(4) of the Employment Act 2002.

Recommendation

67. In accordance with section 8(7)(c) of the 2000 Regulations we make a recommendation that the claimant be provided with a veterans card at the age of 60.

**Summary**

68. We summarise our decision numerically as follows:

Remedy

<b>Basic Award</b>	<b><u>£10,968.21</u></b>
<b>Compensatory Award</b> (net weekly pay (£343.99)	
Loss to date of hearing 9 October 2014 to 19 January 2017 £343.99 x 113	£38,870.87
Less monies earned in the relevant period	<u>£6,903.90</u>
Subtotal	£31,966.97
Future loss to 19 January 2019 (£343.99 x 104)	£35,774.96
Less expected earnings	<u>£17,422.00</u>



Subtotal

£50,319.93

Other losses

Statutory rights	£802.46
Bonus	£1,860.00
Life cover	£2,170.00
Share save	£1,897.00
Pension	<u>£4,092.28</u>

Subtotal

£9,121.66

Total so far

£59,441.59

Interest

(£59,441.59 x 0.025 ÷ 365 x 393

£1,600.00

**Total compensatory award**

**£61,041.59**

**Other Claims**

Notice pay (12 days)

£823.70

Failure to provide employment  
Particulars (two weeks' pay)

£802.46

**Overall total**

(£61,041.59 + £10,968.21 + £823.70 + £802.46) =

**£73,635.96**

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Employment Judge Feeney

13<sup>th</sup> February 2017

JUDGMENT AND REASONS SENT TO THE PARTIES ON

15 February 2017

FOR THE TRIBUNAL OFFICE

[AF]

## NOTICE

### THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990

Tribunal case number: 2400287/2015

Name of case: Mrs J Cox v Sainburys Supermarkets  
Limited

The Employment Tribunals (Interest) Order 1990 provides that sums of money payable as a result of a judgment of an Employment Tribunal (excluding sums representing costs or expenses), shall carry interest where the full amount is not paid within 14 days after the day that the document containing the tribunal's written judgment is recorded as having been sent to parties. That day is known as "*the relevant decision day*". The date from which interest starts to accrue is called "*the calculation day*" and is the day immediately following the relevant decision day.

The rate of interest payable is that specified in section 17 of the Judgments Act 1838 on the relevant decision day. This is known as "the stipulated rate of interest" and the rate applicable in your case is set out below.

The following information in respect of this case is provided by the Secretary of the Tribunals in accordance with the requirements of Article 12 of the Order:-

"the relevant decision day" is: 15 February 2017

"the calculation day" is: 16 February 2017

"the stipulated rate of interest" is: 8%

MR S ARTINGSTALL  
For the Employment Tribunal Office