

YG



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr M Trevisan  
**Respondent:** Completely Engineering Limited T/A Completely Hydraulic  
**Heard at:** East London Hearing Centre      **On:** 9 August 2017  
**Before:** Employment Judge Brown (sitting alone)

## Representation

**Claimant:** Mr G Airey (Solicitor)  
**Respondent:** Did not attend and was not represented

# REMEDY JUDGMENT

**It is the judgment of the Employment Tribunal that:-**

1. The Respondent shall pay the Claimant a total of £10,893.31 for unfair dismissal.
2. The Tribunal does not make an award for wrongful dismissal because the Claimant was paid his notice pay.

## REASONS

### ***Findings of fact***

1. The Claimant was employed by the Respondent from 4 February 2013 but the Respondent gave him 3 weeks notice of dismissal on 21 November 2016. He was paid £414.63 net each week at the Respondent Company. The Claimant was paid his three weeks' notice pay and a redundancy payment of £1,437, which was his statutory redundancy entitlement. His effective date of termination was 12 November 2016.
2. The Claimant has looked for work ever since his dismissal, signing up with agencies including Totaljobs and specialist engineering agencies, Just Engineering and CTNR Technical Services. Unfortunately, the engineering jobs available have not been in the Claimant's local area, of London E15, but in Luton and in North West

London, involving inordinate commuting times. It would have been impractical for the Claimant to accept those jobs. His wife has a job in the local area and they cannot relocate.

3. To mitigate his loss, the Claimant has accepted a job in the Lego Store in Leicester Square. He started work there on 5 February 2017. His contracted hours are 15 hours a week and his rate of pay is £8.25 per hour, although the Claimant has worked more hours there in recent months. On average the Claimant has earned £236.02 (net) a week at Lego.

4. The Claimant has undertaken a trial shift at a small engineering firm in Southend and is due to undertake another trial shift there. The pay at that location would be the same as with the Respondent, but the commuting costs would be about £2,000 a year. The Claimant is not certain he will be able to accept that work.

5. I find that the Claimant has mitigated his loss and so I award him his loss to date. For past loss, I award him 34.2 weeks at £414.63 a week, a total of £14,180.35. From that I need to subtract the earnings he has received in mitigation of £6,501.48, giving a net award for past loss of £7,678.87.

6. Regarding future loss, the Claimant's net weekly loss since he started work at Lego is £178.61. I consider that the Claimant has mitigated his loss to date but that, in order to continue to mitigate his loss, it would be reasonable for him to accept the engineering job in Southend. He is still due to undertake a further trial shift there and needs to give notice to Lego. I therefore find that he is unlikely to start work at the new engineering firm for about four weeks. I, therefore, award him a continuing loss of four weeks of  $4 \times 178.61 = £714.44$ . I find that, thereafter, the Claimant will incur future loss in travelling expenses at the new firm of £170 a month. I also consider that the Claimant is likely to stay in that job, given the lack of other local engineering jobs, and that, therefore, he will have ongoing losses from travelling in the long term. In consequence, I award him a further year's ongoing loss in that job due to travelling expenses, or a further £2,000. So, his total future loss that I award him is £2,714.44.

7. I also award the Claimant loss of statutory rights at £500. The total non-prescribed element of the award is £3,214.44.

8. The total award for unfair dismissal therefore is  $£7,678.87 + £3,214.44 = £10,893.31$ . There is no basic award because the Claimant received his statutory redundancy pay.

9. I do not make an award for wrongful dismissal because the Claimant was paid his notice pay.

10. I do not order the Respondent to pay the Claimant's Tribunal fee costs because the Claimant can recover those from the Government.

Employment Judge Brown

10 August 2017