



EMPLOYMENT TRIBUNALS

Claimants: Miss C Nightingale
Miss A Cavanagh
Miss K Doody
Miss K Marriott

Respondent: Mr Philip Leigh

JUDGMENT

Employment Tribunals Rules of Procedure 2013 – Rule 21

The time for presenting a response having expired and no valid response having been presented by the respondent, it is the judgment of the tribunal that:

1. Whilst the claimant have all utilised 31 May 2017 as the date of termination of their employments, this is not correct. Their employments ended on 17 March 2017. Consequently this is the date that has to be utilised for calculations of redundancy payments and any other sums due. The claimants are entitled to pay in lieu of notice for the statutory or contractual notice periods applicable to their employments. Further, to the extent that claimants were given notice from 1 March 2017, but their employments continued until 17 March 2017, payments due up until 17 March 2017, but not paid, are not notice pay claims, but more accurately put as unlawful deductions from wages claims. From the information provided, Miss Nightingale and Miss Doody make this claim, but Miss Cavanagh and Miss Marriott do not appear to do so.

A.Case No. 2403116/2017 Miss C Nightingale.

(i) The claimant is entitled to a redundancy payment. She was employed for 5 complete years, and was aged 24 at the date of termination of her employment (she cannot count any additional entitlement accruing during the notional notice period). Her week's pay was £147.59 and her redundancy payment is accordingly :

3.5 weeks x £147.59

£516.57

which sum the respondent is ordered to pay her.

(ii). The claimant's complaint of unauthorised deduction from wages is well-founded and succeeds. The respondent unlawfully deducted payments due to the claimant from 1 March 2017 to 17 March 2017, 3 weeks at the rate of £147.59 per week, £442.77 . The respondent is ordered to pay the claimant the said sum of **£442.77**, subject to the appropriate deductions for tax and national insurance.

(iii). The claimant's complaint of breach of contract is well-founded and succeeds. The claimant is entitled to 10 week's notice pay, £1,475.90, as damages for breach of contract, which sum the respondent is ordered to pay, less the sum of £639.58 paid by the respondent, a balance of **£836.32** This is a gross sum, and the respondent shall deduct and account for any tax and national insurance contributions due thereon.

(iv). The claimant's complaint of failure to pay to the claimant an amount due to the claimant under regulation 14 (2) or regulation 16 (1) of the Working Time Regulations 1998 is well-founded and the respondent shall pay to the claimant the sum of **£100.80** (14 hours at the hourly rate of £7.20) in respect of 14 hours untaken but accrued holiday (holiday pay). This is a gross amount and the respondent shall be responsible for deducting any income tax and employee's national insurance, if any, relating to it.

B. Case No. 2403117/2017 Miss A Cavanagh.

(i). The claimant is entitled to a redundancy payment. She was employed for 15 complete years, and was aged 34 at the date of termination of her employment. Her week's pay was £147.59 and her redundancy payment is accordingly :

13.5 weeks x £147.59 **£1,992.46**

which sum the respondent is ordered to pay her.

(ii). The claimant's complaint of unauthorised deduction from wages is well-founded and succeeds. The respondent unlawfully deducted payments due to the claimant from 1 March 2017 to 17 March 2017, 3 weeks at the rate of £147.59 per week, £442.77 . The respondent is ordered to pay the claimant the said sum of **£442.77**, subject to the appropriate deductions for tax and national insurance.

(iii). The claimant's complaint of breach of contract is well-founded and succeeds. The claimant is entitled to 12 week's notice pay, **£1,771.08**, as damages for breach of contract, which sum the respondent is ordered to pay, less the sum of £590.36 paid by the respondent, a balance of **£1,180.72** .This is a gross sum, and the respondent shall deduct and account for any tax and national insurance contributions due thereon.

(iv). The claimant's complaint of failure to pay to the claimant an amount due to the claimant under regulation 14 (2) or regulation 16 (1) of the Working Time Regulations 1998 is well-founded and the respondent shall pay to the claimant the sum of **£60.39** in respect of untaken but accrued holiday (holiday pay). This is a net amount and the respondent shall be

responsible for accounting to HMRC for any income tax and employee's national insurance, if any, relating to it.

C.Case No. 2403118/2017 Miss K Doody.

(i). The claimant is entitled to a redundancy payment. She was employed for 9 complete years, and was aged 28 at the date of termination of her employment. Her week's pay was £147.59 and her redundancy payment is accordingly :

7.5 weeks x £147.59 **£1,106.93**

which sum the respondent is ordered to pay her.

(ii). The claimant's complaint of unauthorised deduction from wages is well-founded and succeeds. The respondent unlawfully deducted payments due to the claimant in respect of 20 hours at the hourly rate of £7.20, £147.59 The respondent is ordered to pay the claimant the said sum of **£147.59**, subject to the appropriate deductions for tax and national insurance.

(iii). Further, the respondent unlawfully deducted payments due to the claimant from 1 March 2017 to 17 March 2017, 3 weeks at the rate of £147.59 per week, 3 weeks , £442.77 . The respondent is ordered to pay the claimant the said sum of **£442.77**, subject to the appropriate deductions for tax and national insurance.

(iv). The claimant's complaint of breach of contract is well-founded and succeeds. The claimant is entitled to 10 week's notice pay, £1,475.90, as damages for breach of contract, which sum the respondent is ordered to pay, less the sum of £639.58 paid by the respondent, a balance of **£836.32** This is a gross sum, and the respondent shall deduct and account for any tax and national insurance contributions due thereon.

(v). The claimant's complaint of failure to pay to the claimant an amount due to the claimant under regulation 14 (2) or regulation 16 (1) of the Working Time Regulations 1998 is well-founded and the respondent shall pay to the claimant the sum of **£604.80** (at the hourly rate of £7.20, £57.60 per day) in respect of 10.5 days untaken but accrued holiday (holiday pay). This is a gross amount and the respondent shall be responsible for deducting any income tax and employee's national insurance, if any, relating to it.

D.Case No. 2403118/2017 Miss K Marriott.

(i). The claimant is entitled to a redundancy payment. She was employed for 11 complete years, and was aged 43 at the date of termination of her employment. Her week's pay was £222.49 and her redundancy payment is accordingly :

12 weeks x £222.49 **£2,669.88**

which sum the respondent is ordered to pay her.

**Case Nos: 2403116/2017, 2403117/2017,
2403118/2017, 2403119/2017.**

(ii). The claimant's complaint of breach of contract is well-founded and succeeds. The claimant is entitled to 11 week's notice pay, at the net weekly rate of £214.36 , £2,357.96, as damages for breach of contract, which sum the respondent is ordered to pay, less the sum of £857.44 , paid by the respondent, a balance of **£1,500.52** This is a net sum, and the respondent shall account to HMRC for any tax and national insurance contributions due thereon.

(iii). The claimant's complaint of failure to pay to the claimant an amount due to the claimant under regulation 14 (2) or regulation 16 (1) of the Working Time Regulations 1998 is well-founded and the respondent shall pay to the claimant the sum of **£106.870** in respect of untaken but accrued holiday (holiday pay). This is a net sum, and the respondent shall account to HMRC for any tax and national insurance contributions due thereon.

2. The hearing listed for 23 August 2017 is cancelled.

Employment Judge Holmes

Dated: 9 August 2017

JUDGMENT SENT TO THE PARTIES ON
22 August 2017

.....
AND ENTERED IN THE REGISTER

FOR THE TRIBUNAL OFFICE



NOTICE

THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990

Tribunal case number(s): 2403116/2017, 2403117/2017, 2403118/2017 & 2403119/2017

Name of Miss C Nightingale v Mr Philip Leigh
case(s): Miss A Cavanagh
Miss K Doody
Miss K Marriott

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: 22 August 2017

"the calculation day" is: **23 August 2017**

"the stipulated rate of interest" is: 8%

MR I STOCKTON
For the Employment Tribunal Office