

**EMPLOYMENT TRIBUNALS (SCOTLAND)**

**Case No: S/4100281/2018**

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**Held in Glasgow on 12 April 2018**

**Employment Judge: F Jane Garvie**

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**Mr W Bradley**

**Claimant  
In Person**

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**Thistle Recycling Ltd**

**Respondents  
No Appearance**

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**JUDGMENT OF THE EMPLOYMENT TRIBUNAL**

25 The judgment of the Tribunal is that:-

(1) the respondent has made an unauthorised deduction from the claimant's wages and is ordered to pay to the claimant the sum of Five Hundred and Eighty Two Pounds and Thirty Six Pence (£582.36);

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(2) the claimant was dismissed in breach of contract in respect of notice pay and the respondent is ordered to pay damages to the claimant in the sum of One Thousand, Seven Hundred and Forty Seven Pounds and Eight Pence (£1,747.08);

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(3) the claimant was dismissed by reason of redundancy and is entitled to a redundancy payment of Three Thousand and Fifteen Pounds (£3,015.00) and;

**E.T. Z4 (WR)**

- (4) the respondent has failed to pay the claimant's holiday entitlement and is ordered to pay to the claimant the sum of Two Hundred and Ninety One Pounds and Eighteen Pence (£291.18).

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### REASONS

1. In his claim, ("the ET1") presented on 15 January 2018 the claimant alleges that he was unfairly dismissed. He claims a redundancy payment, notice pay holiday pay and arrears of wages
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2. There was no response submitted by the respondent. Employment Judge Murdo McLeod issued a Default Judgment in terms of Rule 21 of Schedule 1 of the Employment Tribunals (Constitution and Rules of Procedures) Regulations 2013 directing this be issued but indicating that there would have to be a Hearing to deal with the issue of remedy
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3. That Judgment was dated 9 March 2018 and entered in the Register on 14 March 2018. On the same date, Notices were issued to the parties advising that the Remedy Hearing would take place on 12 April 2018 at 10am. In the case of the respondent it was sent to them for information only being a respondent who had not lodged a response. Subsequently, by email of 10 April 2018 the respondent requested that consideration be given to extending the hearing date to June as the respondent was waiting to hear whether a lawyer would represent them. This application was referred to Employment Judge Ian MacPherson who directed that the application should have been copied to the claimant and as the respondent had not entered a response and was entitled to attend the Remedy Hearing they would only be able to participate to the extent of seeking permission from the Employment Judge. The application for postponement was refused as it was not in the interests of justice to postpone the Remedy Hearing where a respondent had not entered a response nor sought reconsideration of the Rule 21 Default Judgment and nor had sought an extension to submit a response in order to defend the claim
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4. This decision was notified to the claimant and respondent by email of 11 April 2018.

**The Remedy Hearing on 12 April 2018**

- 5 5. At the start of the Remedy Hearing there was no one present for on behalf of the respondent.
6. The claimant gave evidence.
7. The Tribunal found the following essential facts to have been established
8. The claimant commenced employment with the respondent on 27 June 2011. His employment was terminated 13 October 2017. He was the sole employee working for the respondent at their premises in Stirling. He was paid wages weekly. These were either paid into his bank account or, on some occasions, he was paid cash. He received payslips from the respondent.
- 10 9. The claimant provided payslips for the weeks from 6,13, 20 and 27 October 2017. These show that his gross weekly pay was £335 and his net weekly pay was £291.18 which accords with the information provided by the claimant in the ET1.
- 15 10. The claimant also provided copies of texts which he exchanged with his Line Manager who did not work in Stirling but who would visit there on a regular basis. The texts are dated 20 October, 21 October 22 October, 23 October and 24 October 2017.
- 20 11. It is apparent from these emails that the claimant was expecting to receive his unpaid wages and that he had been informed that the respondent was going to close the premises which they operated in Stirling. The Tribunal was satisfied that, despite the claimant receiving payslips, he did not receive the final two weeks' wages due to him which is an amount of £582.36 based on his net weekly pay of £291.18 as shown on his payslip. As the respondent
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failed to pay to the claimant wages that had accrued as at termination of employment amounting to 2 weeks' pay, the claimant is entitled to £582.36 and the respondent is ordered to pay that amount to the claimant.

5 12. The claimant seeks to recover holiday pay for one week. This amounts to £291.18.

13. He also seeks notice pay of 6 weeks which amounts to £1,747.08.

14. The claimant also seeks a redundancy payment and this is calculated in accordance with the Gov.uk calculator. It amounts to the sum of £3,015.00 which is based on the claimant's gross weekly pay and his having completed  
10 six years' service with the respondent as at termination of his employment.

15 15. Since the claimant was dismissed effectively on the grounds of redundancy as the place of work where he was employed was to be closed, he is entitled to a redundancy payment of £3,015.00. The respondent is ordered to pay to the claimant the said redundancy payment of £3,015.00. The claimant has now found alternative employment.

16. As the claimant is entitled to a redundancy payment as set out above, he is not also entitled to a basic award as that is off-set by the redundancy payment.

17. The claimant was dismissed in breach of contract and is entitled to damages for that breach. The respondent is ordered to pay to the claimant damages in  
20 sum of £1,747.08.

18. Since the respondent failed to pay the claimant's holiday entitlement it is ordered to pay to the claimant the sum of £291.18.

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Employment Judge: F Jane Garvie  
Date of Judgment: 26 April 2018  
Entered in register: 01 May 2018  
and copied to parties

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