



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr W Francis

**Respondent:** Cheshire Signs Limited

**HELD AT:** Manchester

**ON:** 21 November 2018

**BEFORE:** Employment Judge Slater  
Ms C S Jammeh  
Ms J A Beards

## REPRESENTATION:

**Claimant:** Ms J McCarthy, solicitor  
**Respondent:** Not present

# JUDGMENT

The unanimous judgment of the Tribunal is that:

1. The respondent is ordered to pay damages to the claimant of £3591 for breach of contract, being the failure to give notice of termination.

2. The respondent is ordered to pay to the claimant compensation of £13,203.46 for unfair dismissal, **comprising a basic award of £5,868 and a compensatory award of £7,335.46**, including a 25% uplift to the compensatory award for failure to comply with the ACAS Code of Practice on Discipline and Grievance.

3. The Recoupment Regulations apply to the award of compensation for unfair dismissal. The grand total of the award is £13,203.46. The prescribed element is £4591.87. The period of the prescribed element is 15 June 2018 to 21 November 2018. The excess of the grand total over the prescribed element is £8611.59. The annex to this judgment explains the operation of the Recoupment Regulations.

4. The respondent is ordered to pay to the claimant the sum of £35.74 being two days Statutory Sick Pay unlawfully deducted.

5. The respondent is ordered to pay to the claimant the sum of £184.61 being the amount in relation to holiday pay unlawfully deducted.

6. The respondent is ordered to pay to the claimant £2032, being 4 weeks' pay, for failure to provide the claimant with a written statement of employment particulars.

7. No award of compensation is made for the failure to permit the claimant to exercise the right to 11 hours consecutive rest in a 24 hour period, in breach of the Working Time Regulations.

Employment Judge Slater

Original date: 21 November 2018

Date of corrected judgment: 10 January 2019

CORRECTED JUDGMENT SENT TO THE PARTIES ON

15<sup>th</sup> January 2019

FOR THE TRIBUNAL OFFICE

Note

Reasons for the judgment having been given orally at the hearing, written reasons will not be provided unless a request was made by either party at the hearing or a written request is presented by either party within 14 days of the sending of this written record of the decision.

**Public access to employment tribunal decisions**

Judgments and reasons for the judgments are published, in full, online at [www.gov.uk/employment-tribunal-decisions](http://www.gov.uk/employment-tribunal-decisions) shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.



## NOTICE

### THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990

Tribunal case number(s): **2410884/2018**

Name of **Mr W Francis** v **Cheshire Signs Limited**  
case(s):

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<sup>th</sup> January 2019**

"the calculation day" is: **16<sup>th</sup> January 2019**

"the stipulated rate of interest" is: **8%**

MR J HANSON  
For the Employment Tribunal Office