



THE EMPLOYMENT TRIBUNALS

Claimants
Mr Christopher Aldred
Mr Trevor Hardie

Respondent
Practical Polymers Ltd

MADE AT NORTH SHIELDS
EMPLOYMENT JUDGE GARNON

ON 15th March 2018

JUDGMENT (Liability Only)
Employment Tribunals Rules of Procedure 2013 –Rule 21

1. The claims of unlawful deduction of wages ,compensation for untaken annual leave, breach of contract are well founded. I make no finding on the claim of unfair dismissal or entitlement to a redundancy payment
2. A preliminary hearing by telephone will be listed at the first available date to deal with the matters in paragraph 8 below

REASONS

1. The claims were presented against the respondent on 13th. and served on 15th January 2018 . A response was due by 12th February 2018 . None has been received.
2. A Judge is required by rule 21 of the Employment Tribunals Rules of Procedure 2013 to decide on the available material whether a determination can be made and , if it can , obliged to issue a judgment which may determine liability only or and liability and remedy.
3. I consider the above judgment appropriate because the claim form gives sufficient information to enable me to find some claims proved on a balance of probability but not to determine the sums claimed.
4. The law relating to unlawful deduction of wages is in Part 2 of the Employment Rights Act 1996 (the Act).
- 5 The Working Time Regulations 1998 say in Regulation 14 that where a worker's employment is terminated during the course of his leave year, and on the date on which the termination takes effect the proportion he has taken of the leave to which he is entitled in the leave year under regulation 13(1) differs from the proportion of the leave

year which has expired, his employer shall make him a payment in lieu of untaken leave in accordance with paragraph (3).

6 The law provides a contract of employment may be brought to an end only by reasonable notice unless the claimant is guilty of gross misconduct, which they were not. Damages for not giving that notice are the net pay due to the employee during the notice period less any sums earned or received as benefits payable to unemployed people in that period. The statutory minimum period of notice set out in Section 86 of the Act

7. Redundancy is defined in s 139 which says dismissal shall be taken to be by reason of redundancy if it is wholly or mainly attributable to the fact the employer has ceased to carry on the business for the purpose of which the employee was employed by him either generally or in a particular place. If dismissal is for that reason the employee is entitled to a statutory redundancy payment calculated by a formula in s162.

8. On 14th February Employment Judge Johnson sent a request for further information to the claimants which they answered on 20th February but not completely. For example the request was for gross and net pay but only net has been provided. The claim of unfair dismissal may well succeed in theory but, as will be discussed in the telephone hearing, is unlikely to produce any substantial award if redundancy payments are awarded. The telephone hearing will give the claimants an opportunity to answer more fully the questions posed by Employment Judge Johnson who was obviously trying to save them the inconvenience of attending the Tribunal. That may still be possible if they provide the necessary information by telephone. The Judge also will need the start and end dates of the employment for Mr Hardie and his date of birth.

TM Garnon Employment Judge
Date 15th March 2018