



# EMPLOYMENT TRIBUNALS

**Claimant:** Miss N McIntyre  
**Respondent:** Keyline Chartered Security (In Administration)  
**Heard at:** Reading **On: 14 January 2020**  
**Before:** Employment Judge Gumbiti-Zimuto

**Appearances**  
**For the Claimant:** In Person  
**For the Respondent:** Not attending and not represented

## JUDGMENT

1. The claimant was wrongfully dismissed.
2. The claimant's claim for damages for breach of contract (notice pay) succeeds. The respondent is ordered to pay to the claimant £406.08.
3. The respondent has made an unauthorised deduction from the claimant's wages. The respondent is ordered to pay to the claimant £203.04. This is the gross amount. If the respondent pays the tax and national insurance due to HMRC, payment of the net amount will meet the judgment debt.

## REASONS

1. The claimant presented a complaint of wrongful dismissal on the 6 November 2017. The claim was accepted by the Tribunal. The respondent went into administration on 10 April 2018. The claimant's claim was stayed on the 1 May 2018. The Administrator gave permission for the claim to continue on whatever terms the Tribunal sees fit. The case came before me for a hearing today.
2. The issue that the claimant seeks a finding on in this case is the question of wrongful dismissal. The claimant gave evidence in support of her case.

3. The claimant's evidence is that she was employed by the respondent to work as a security officer at the Royal Berkshire Hospital. Against her will she was asked to work at another location and did so under protest. The claimant states that while working at this other site she was accused of sleeping on duty. This was untrue. The claimant was required to attend a disciplinary hearing at which she was accused of being asleep on duty. The claimant states that she was able to show that the allegation was false however the claimant was dismissed for gross misconduct on the basis that she had been asleep on duty. The claimant was dismissed without notice. At the date of her dismissal the claimant was owed two days' pay amounting to £203.04 (gross), this was not paid to her by the respondent and remains outstanding.
4. Having heard the claimant's evidence I am satisfied that the claimant was not sleeping on duty. There was no other basis for concluding that the claimant had been guilty of gross misconduct. There were no grounds for terminating the claimant's employment without notice. The claimant was wrongfully dismissed.
5. The claimant's employment commenced on 1 August 2016 and ended on the 11 October 2017. By section 86 of the Employment Rights Act 1996 the claimant was entitled to one-week notice. The claimant's gross weekly pay was £406.08. The claimant is also entitled to recover from the respondent the sum of £203.04 (gross) in respect of unpaid wages.
6. The respondent is therefore ordered to pay to the claimant the sum of £609.12.

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Employment Judge Gumbiti-Zimuto

Date: 14 January 2020

Sent to the parties on: .....

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For the Tribunals Office

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