



EMPLOYMENT TRIBUNALS (SCOTLAND)

5

Case No: 4111837/19

Held on 27 February 2020

10

Employment Judge N M Hosie

Miss G Glazupa

15

**Claimant
Represented by:
Ms K Jercuma**

Allan Ingram Industrial Cleaning Services Ltd

20

**Respondent
Represented by:
Mr A Ingram,
Director**

JUDGMENT OF THE EMPLOYMENT TRIBUNAL

25

The Judgment of the Tribunal is that the claim is dismissed for want of jurisdiction.

REASONS

30

1. I conducted a preliminary hearing for case management purposes on 24 February 2020. I refer to the Note which I issued following that hearing.

35

2. As I recorded in my Note the only claim remaining in this case is one of unfair dismissal and there was an issue as to whether or not the claimant had the required two years' continuous service with the respondent to bring such a claim.

E.T. Z4 (WR)

3. As I directed, following the preliminary hearing the respondent's Director, Mr Ingram, sent to me copies of relevant correspondence.
- 5 4. On 13 July 2019 Mr Ingram sent an e-mail to the claimant in which he advised that he had "decided, regretfully, to release yourself from the holiday let Contract at UHI, to enable me to achieve the staffing levels which I require". He had also advised the claimant that she would be paid "one week's pay in lieu of notice".
- 10 5. On 15 July 2019 the claimant sent a letter to the respondent in which she intimated "a complaint about the way you have carried out my dismissal".
- 15 6. As I recorded in my Note it was a matter of agreement between the parties that around 11 September 2017 the claimant received a P45 from the respondent in which the leaving date was recorded as 7 July.
- 20 7. Mr Ingram appeared to draw a distinction between a dismissal and a "termination" and this caused some confusion. He wrote to the claimant in response to her letter of 15 July and advised her that she was "not dismissed from your job at UHI....I reiterate you have not been dismissed. We carried out a re-organisation of our labour".
- 25 8. Further in his ET3 Response Form he averred that the claimant "was not dismissed from our company, her employment was terminated".
- 30 9. However, I was satisfied that the e-mail which Mr Ingram sent to the claimant on 13 July is intimation of the claimant's dismissal. The claimant believed she was dismissed as is clear from her letter of 15 July, she did not return to work for the respondent thereafter. She was received one week's pay in lieu of notice and, in due course her accrued holiday pay. Around 11 September 2019 she received a P45.
- 35 10. I am satisfied, therefore, that the effective date of termination of the claimant's employment was 13 July 2019. As it was agreed between the parties that

she commenced employment with the respondent on 21 August 2017, she does not have the required two years' continuous service to bring an unfair dismissal claim.

5 11. Accordingly, the Tribunal does not have jurisdiction to consider her claim and it is dismissed.

12. The claimant only intimated that her employment had ended on 11
September 2019 as this was the date on which she received the P45.
10 However, the P45 gave as her leaving date 7 July 2019 which, as I
understand it, was the last day she actually worked for the respondent.

15

20

Employment Judge:	Nicol Hosie
Date of Judgment:	10 March 2020
Date sent to parties:	11 March 2020