

Breach of Contract

- 2.5. The claimant's contractual entitlement to notice was four weeks' pay, calculated as $4 \times \text{£}177.95 = \text{£}771.11$.

Unpaid Annual Leave

- 2.6. The claimant was entitled to one day's paid leave at the effective date of her termination of employment, which is calculated as **£56.31**.

Unauthorised Deduction of Wages

- 2.7. The claimant was not paid for working on 28 January 2020, which is calculated as **£56.31**.
- 2.8. The respondent failed to pay pension contributions on behalf of the claimant in the sum of **£114.72**.
- 2.9. The respondent failed to pay NI contributions on behalf of the claimant in the sum of **£29.76**.

Uplift for Failure to Comply with ACAS Code of Practice No.1

- 2.10. I find that the respondent failed to make any attempt to comply with the ACAS Code of Practice on Disciplinary and Grievance Procedures and that an uplift on the awards for unfair dismissal, breach of contract and unauthorised deductions of 25% should be applied. The total awarded under those three heads of claim is **£1,057.76**, so the uplift is **£489.44**.

Failure to Provide Written Reasons for Dismissal

- 2.11. I award the claimant 2 weeks' pay for the respondent's failure to provide written reasons for dismissal, when requested to do so. The award is $2 \times \text{£}191.25 = \text{£}382.50$.

Total

- 2.12. The total payable by the respondent to the claimant is **£2,447.21**.

Employment Judge Shore
30 October 2020