



EMPLOYMENT TRIBUNALS

Claimants: Mr K Finch & six others (please see attached schedule)

Respondent: Façade & Glazing Solutions UK Limited (in voluntary liquidation)

Heard at: Leeds Employment Tribunal (on the papers)

On: 8 February 2021

Before: Employment Judge Deeley (sitting alone)

Appearances – N/A

JUDGMENT

1. The Tribunal declares that the complaint of the claimants set out in the attached Schedule that the respondent failed to comply with the requirements of s188 of the Trade Union & Labour Relations (Consolidation) Act 1992 is well-founded.
2. The Tribunal makes a protective award of 90 days' pay in respect of the claimants, who were dismissed as redundant with effect from 6 January 2020. The Tribunal orders the respondent to pay those claimants their remuneration for the protected period of 90 days beginning on 6 January 2020.
3. Mr B Gallagher's claim for holiday pay and for overtime pay is also upheld. The Tribunal declares that the respondent has made unauthorised deductions from wages under s13 of the Employment Rights Act 1996 and awards the following amounts:
 - 3.1 £126.03 (relating to one day's holiday pay); and
 - 3.2 £540.78 (relating to overtime pay for December 2019).

NOTES

Claims

Collective Redundancy Consultation claim (protective award)

4. All of the claimants claimed that they were dismissed without any collective redundancy consultation. Each claimant claimed that they should be paid a 'protective award' because of the respondent's failure to inform and consult on a collective basis regarding their redundancy, as required by s188 of the Trade Union and Labour Relations (Consolidation) Act 1992.

Additional Claims

5. Mr Gallagher also submitted a claim to the Tribunal for unpaid holiday and overtime pay.

Useful information

6. The reasons for this judgment were given to the parties orally during this hearing. Written reasons will not be provided unless a request was made by any party at the hearing or a written request is presented by any party within 14 days of the sending of this written record of the decision.
7. All judgments and any written reasons for the judgments are published, in full, online at <https://www.gov.uk/employment-tribunal-decisions> shortly after a copy has been sent to the claimants and respondents.
8. You can appeal to the Employment Appeal Tribunal if you think a legal mistake was made in an Employment Tribunal decision. There is more information here: <https://www.gov.uk/appeal-employment-appeal-tribunal>

RECOUPMENT NOTICE

The following statement is given under Regulation 5 (2) (b) of the Employment Protection (Recoupment of Jobseeker's Allowance and Income Support) Regulations 1996 ("the Regulations") (as amended) and advises the respondent of its duties under regulation 6, and of the effect of Regulations 7 and 8, of the Regulations.

(1) The respondent is required to give to the Benefits Agency in writing: (a) the name, address and National Insurance number of every employee to whom the above protective award relates; and (b) the date of termination (or proposed termination) of the employment of each such employee.

(2) The respondent is required to comply with paragraph (1) above within the period of 10 days commencing on the date on which the judgment was announced at the hearing, or, if it was not so announced, the date on which the judgment was sent to the parties.

(3) No remuneration due to an employee under the protective award shall be paid to him until the Benefits Agency has (a) served on the respondent a notice ("a recoupment notice") to pay the whole or part of the award to the Benefits Agency or (b) informed the respondent in writing that no recoupment notice is to be served.

(4) The sum due to the Benefits Agency under a recoupment notice shall be the lesser of: (i) the amount (less any tax or social security contributions which fall to be deducted by the respondent) accrued due to the employee in respect of so much of the protected period as falls before the date on which the Benefits Agency receives from the respondent the information mentioned at paragraph (1) above; and (ii) the amount paid by way of, or as on account of, Job Seeker's Allowance, Income-Related Support Allowance, Universal Credit or Income Support, to the employee for any period which coincides with any part of the protected period falling before the date mentioned at (i) above.

(5) The sum due under the recoupment notice shall be paid forthwith to the Benefits Agency. The balance of the protective award shall then (subject to deduction of any tax or social security contributions) be paid to the employee.

(6) The Benefits Agency shall serve a recoupment notice within the period of 21 days after the date mentioned at paragraph 4 (ii) above, or as soon as practicable thereafter.

(7) Payment by the respondent to the employee of the balance of the protective award (subject to deduction of any tax or social security contributions) is a complete discharge of the respondent in respect of any sum so paid.

(8) The sum claimed in a recoupment notice is due as a debt by the respondent to the Benefits Agency, whatever may have been paid to the employee and whether or not there is any dispute between the employee and the Benefits Agency as to the amount specified in the recoupment notice.

Employment Judge Deeley

8 February 2021

Schedule 1 – Claimants to whom this Judgment applies (whose claims were originally submitted to the London South Employment Tribunal)

2300980/2020	Mr K Finch
2301074/2020	Mr A Adam
2301080/2020	Mr D Hudaverdi
2301109/2020	Mr B Horsnell
2301146/2020	Mr B Gallagher
2301195/2020	Mr J Adams
2301373/2020	Mr D Halpin