



**EMPLOYMENT TRIBUNALS (SCOTLAND)**

**Case No: 4101029/2022 & others**

5 **Held in person in Glasgow on 16 September 2022 and by Cloud Video Platform (CVP) on 10 and 11 November 2022**

**Employment Judge Claire McManus**

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|----|--------------------------------|---|
| 10 | <b>Ms Raqyia Munir</b>         | <b>First Claimant<br/>Represented by:<br/>Ms R Mohammed -<br/>Solicitor</b>   |
| 15 | <b>Ms Shamim Javed Mukhtar</b> | <b>Second Claimant<br/>Represented by:<br/>Ms R Mohammed -<br/>Solicitor</b>  |
| 20 | <b>Ms Shamim Ara Akhter</b>    | <b>Third Claimant<br/>Represented by:<br/>Ms R Mohammed -<br/>Solicitor</b>   |
| 25 | <b>Ms Fakhra Jabeen Sheikh</b> | <b>Fourth Claimant<br/>Represented by:<br/>Ms R Mohammed -<br/>Solicitor</b>  |
| 30 | <b>Ms Fursat Anwar</b>         | <b>Fifth Claimant<br/>Represented by:<br/>Ms R Mohammed -<br/>Solicitor</b>   |
| 35 | <b>Ms Najima Butta</b>         | <b>Sixth Claimant<br/>Represented by:<br/>Ms R Mohammed -<br/>Solicitor</b>   |
| 40 | <b>Ms Parveen Aslam</b>        | <b>Seventh Claimant<br/>Represented by:<br/>Ms R Mohammed -<br/>Solicitor</b> |
| 45 | <b>Ms Zareena Abrar</b>        | <b>Eighth Claimant<br/>Represented by:</b>                                    |

		<b>Ms R Mohammed - Solicitor</b>
5	<b>Ms Sajida Sajjad</b>	<b>Ninth Claimant Represented by: Ms R Mohammed - Solicitor</b>
10	<b>Ms Zahida Akhter</b>	<b>Tenth Claimant Represented by: Ms R Mohammed - Solicitor</b>
15	<b>Ms Kausar Bibi Saleem</b>	<b>Eleventh Claimant Represented by: Ms R Mohammed - Solicitor</b>
20	<b>Ms Nasira Iqbal</b>	<b>Twelvth Claimant Represented by: Ms R Mohammed - Solicitor</b>
25	<b>Multicultural Elderly Care Centre</b>	<b>Respondent No response</b>

30 **JUDGMENT OF THE EMPLOYMENT TRIBUNAL**

The judgment of the Tribunal is that:

1. Raqyia Munir (claimant 1) is not entitled to an award in respect of statutory redundancy payment and her claim for that payment is dismissed.
2. Raqyia Munir (claimant 1) is not entitled to an award in respect of statutory  
35 notice period and her claim for that payment is dismissed.
3. Raqyia Munir (claimant 1) is entitled to the gross sum of **£2,240 (TWO THOUSAND TWO HUNDRED AND FORTY POUNDS)** from the respondent in respect of her entitlement to wages in the period from 1 August to 30 September 2021, the respondent's failure to pay such wages being an  
40 unauthorised deduction from wages contrary to Section 13 of the Employment Rights Act 1996.

4. Raqyia Munir (claimant 1) is entitled to the gross sum of **£1568 (ONE THOUSAND FIVE HUNDRED AND SIXTY EIGHT POUNDS)** from the Respondent in respect of her entitlement to 156.8 hours accrued but untaken holidays.
5. Raqyia Munir (claimant 1) is entitled to the gross sum of **£560 (FIVE HUNDRED AND SIXTY POUNDS)** from the Respondent in respect of their failure to issue a statement of particulars of employment.
6. Raqyia Munir (claimant 1) is entitled to the gross sum of **£169.42 (ONE HUNDRED AND SIXTY NINE POUNDS AND FORTY TWO PENCE)** from the Respondent in respect of their failure to issue regular payslips, and to make deductions from those wages in respect of which no payslip was provided.
7. A declaration is made that the respondent failed to issue regular wage slips to slips to Raqyia Munir (claimant 1).
8. Claimant 2 (Shamim Javed Mukhtar), having been dismissed by reason of redundancy by the Respondent is entitled to a statutory redundancy payment of **£6,292.80 (SIX THOUSAND TWO HUNDRED AND NINETY TWO POUNDS AND EIGHTY PENCE)** in respect of this statutory redundancy payment.
9. Claimant 2 (Shamim Javed Mukhtar), having been dismissed by reason of redundancy without any notice or payment in lieu of notice by the Respondent is entitled to an award of **£2,517.12 (TWO THOUSAND FIVE HUNDRED AND SEVENTEEN POUNDS AND TWELVE PENCE)** in respect of this statutory notice payment.
10. Claimant 2 (Shamim Javed Mukhtar) is entitled to the gross sum of **£1,450.96 (ONE THOUSAND FOUR HUNDRED AND FIFTY POUNDS AND NINETY SIX PENCE)** from the respondent in respect of her entitlement to wages in the period from 1 August to 30 September 2021, the respondent's failure to pay such wages being an unauthorised deduction from wages contrary to Section 13 of the Employment Rights Act 1996.

11. Claimant 2 (Shamim Javed Mukhtar) is entitled to the gross sum of **£1174.66 (ONE THOUSAND ONE HUNDRED AND SEVENTY FOUR POUNDS AND SIXTY SIX PENCE)** from the Respondent in respect of her entitlement to 134.4 hours accrued but untaken holidays.
- 5 12. Claimant 2 (Shamim Javed Mukhtar) is entitled to the gross sum of **£419.52 (FOUR HUNDRED AND NINETEEN POUNDS AND FIFTY TWO PENCE)** from the Respondent in respect of their failure to issue a statement of particulars of employment.
- 10 13. Claimant 2 (Shamim Javed Mukhtar) is entitled to the gross sum of **£29.46 (TWENTY NINE POUNDS AND FORTY SIX PENCE)** from the Respondent in respect of their failure to issue regular payslips, and to make deductions from those wages in respect of which no payslip was provided.
14. A declaration is made that the respondent failed to issue regular wage slips to slips to Claimant 2 (Shamim Javed Mukhtar).
- 15 15. Claimant 3 (Shamim Ara Akhter) is not entitled to a statutory redundancy payment and her claim for an award in respect of that payment is dismissed.
16. Claimant 3 (Shamim Ara Akhter) is not entitled to a statutory notice payment and her claim for as award in respect of that payment is dismissed.
- 20 17. Claimant 3 (Shamim Ara Akhter) is entitled to the gross sum **of £800 (EIGHT HUNDRED POUNDS)** from the respondent in respect of her entitlement to wages in the period from 1 to 30 September 2021, the respondent's failure to pay such wages being an unauthorised deduction from wages contrary to Section 13 of the Employment Rights Act 1996.
- 25 18. Claimant 3 (Shamim Ara Akhter) is entitled to the gross sum of **£283 (TWO HUNDRED AND EIGHTY THREE POUNDS)** from the Respondent in respect of her entitlement to 28.3 hours accrued but untaken holidays.
19. Claimant 3 (Shamim Ara Akhter) is entitled to the gross sum of **£400 (FOUR HUNDRED POUNDS)** from the Respondent in respect of their failure to issue a statement of particulars of employment.

20. Claimant 3 (Shamim Ara Akhter) is entitled to the gross sum of **£29.46 (TWENTY NINE POUNDS AND FORTY SIX PENCE)** from the Respondent in respect of their failure to issue regular payslips, and to make deductions from those wages in respect of which no payslip was provided.
- 5 21. A declaration is made that the respondent failed to issue regular wage slips to slips to Claimant 3 (Shamim Ara Akhter).
22. Claimant 4 (Fakhra Jabeen Sheikh) having been dismissed by reason of redundancy by the Respondent is entitled to a statutory redundancy payment of **£6,292.80 (SIX THOUSAND TWO HUNDRED AND NINETY TWO POUNDS AND EIGHTY PENCE)** in respect of this statutory redundancy payment.
- 10 23. Claimant 4 (Fakhra Jabeen Sheikh), having been dismissed by reason of redundancy without any notice or payment in lieu of notice by the Respondent is entitled to an award of **£2,517.12 (TWO THOUSAND FIVE HUNDRED AND SEVENTEEN POUNDS AND TWELVE PENCE)** in respect of this statutory notice payment.
- 15 24. Claimant 4 (Fakhra Jabeen Sheikh), is entitled to the gross sum of **£1,450.96 (ONE THOUSAND FOUR HUNDRED AND FIFTY POUNDS AND NINETY SIX PENCE)** from the respondent in respect of her entitlement to wages in the period from 1 August to 30 September 2021, the respondent's failure to pay such wages being an unauthorised deduction from wages contrary to Section 13 of the Employment Rights Act 1996.
- 20 25. Claimant 4 (Fakhra Jabeen Sheikh) is entitled to the gross sum of **£1174.66 (ONE THOUSAND ONE HUNDRED AND SEVENTY FOUR POUNDS AND SIXTY SIX PENCE)** from the Respondent in respect of her entitlement to 134.4 hours accrued but untaken holidays.
- 25 26. Claimant 4 (Fakhra Jabeen Sheikh) is entitled to the gross sum of **£419.52 (FOUR HUNDRED AND NINETEEN POUNDS AND FIFTY TWO PENCE)** from the Respondent in respect of their failure to issue a statement of particulars of employment.
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27. Claimant 4 (Fakhra Jabeen Sheikh) is entitled to the gross sum of **£29.46 (TWENTY NINE POUNDS AND FORTY SIX PENCE)** from the Respondent in respect of their failure to issue regular payslips, and to make deductions from those wages in respect of which no payslip was provided.
- 5 28. A declaration is made that the respondent failed to issue regular wage slips to slips to Claimant 4 (Fakhra Jabeen Sheikh).
29. Claimant 5 (Fursat Anwar) is not entitled to a statutory redundancy payment and her claim for an award in respect of that payment is dismissed.
30. Claimant 5 (Fursat Anwar) is not entitled to a statutory notice payment and  
10 her claim for an award in respect of that payment is dismissed.
31. Claimant 5 (Fursat Anwar) is entitled to the gross sum of **£560 (FIVE HUNDRED AND SIXTY POUNDS)** from the Respondent in respect of her entitlement to 56 hours accrued but untaken holidays.
32. Claimant 5 (Fursat Anwar) is entitled to the gross sum of **£200 (TWO HUNDRED POUNDS)** from the Respondent in respect of their failure to issue  
15 a statement of particulars of employment.
33. Claimant 6 (Najima Butta) is not entitled to a statutory redundancy payment and her claim for an award for that payment is dismissed.
34. Claimant 6 (Najima Butta) is not entitled to a statutory notice payment and her  
20 claim for an award for that payment is dismissed.
35. Claimant 6 (Najima Butta) is entitled to the gross sum of **£924 (NINE HUNDRED AND TWENTY FOUR POUNDS)** from the Respondent in respect of her entitlement to 84 hours accrued but untaken holidays.
36. Claimant 6 (Najima Butta) is entitled to the gross sum of **£330 (THREE HUNDRED POUNDS AND THIRTY PENCE)** from the Respondent in respect  
25 of their failure to issue a statement of particulars of employment.
37. Claimant 7 (Parveen Aslam) is not entitled to a statutory redundancy payment and her claim for an award for that payment is dismissed.

38. Claimant 7 (Parveen Aslam) is not entitled to a statutory notice payment and her claim for an award for that payment is dismissed.
39. Claimant 7 (Parveen Aslam) is entitled to the gross sum of **£560 (FIVE HUNDRED AND SIXTY POUNDS)** from the Respondent in respect of her entitlement to 56 hours accrued but untaken holidays.
40. Claimant 7 (Parveen Aslam) is entitled to the gross sum of **£200 (TWO HUNDRED POUNDS)** from the Respondent in respect of their failure to issue a statement of particulars of employment.
41. Claimant 8 (Zareena Abrar) is not entitled to a statutory redundancy payment and her claim for an award for that payment is dismissed.
42. Claimant 8 (Zareena Abrar) is not entitled to a statutory notice payment and her claim for an award for that payment is dismissed.
43. Claimant 8 (Zareena Abrar) is entitled to the gross sum of **£880 (EIGHT HUNDRED AND EIGHTY POUNDS)** from the respondent in respect of her entitlement to wages in the period from 1 to 30 September 2021, the respondent's failure to pay such wages being an unauthorised deduction from wages contrary to Section 13 of the Employment Rights Act 1996.
44. Claimant 8 (Zareena Abrar) is entitled to the gross sum of **£626 (SIX HUNDRED AND TWENTY SIX POUNDS)** from the Respondent in respect of her entitlement to 47 hours accrued but untaken holidays.
45. Claimant 8 (Zareena Abrar) is entitled to the gross sum of **£440 (FOUR HUNDRED POUNDS AND FORTY PENCE)** from the Respondent in respect of their failure to issue a statement of particulars of employment.
46. Claimant 9 (Sajida Sajjad) is not entitled to a statutory redundancy payment and her claim for an award for that payment is dismissed.
47. Claimant 9 (Sajida Sajjad) is not entitled to a statutory notice payment and her claim for an award for that payment is dismissed.

48. Claimant 9 (Sajida Sajjad) is entitled to the gross sum of **£365 (THREE HUNDRED AND SIXTY FIVE POUNDS)** from the Respondent in respect of her entitlement to 36.5 hours accrued but untaken holidays.
49. Claimant 9 (Sajida Sajjad) is entitled to the gross sum of **£260 (TWO HUNDRED AND SIXTY POUNDS)** from the Respondent in respect of their failure to issue a statement of particulars of employment.
50. Claimant 10 (Zahida Ahter) having been dismissed by reason of redundancy by the Respondent is entitled to a statutory redundancy payment of **£702 (SEVEN HUNDRED AND TWO POUNDS)** in respect of this statutory redundancy payment.
51. Claimant 10 (Zahida Ahter), having been dismissed by reason of redundancy without any notice or payment in lieu of notice by the Respondent is entitled to an award of **£468 (FOUR HUNDRED AND SIXTY EIGHT POUNDS)** in respect of this statutory notice payment.
52. Claimant 10 (Zahida Ahter) is entitled to the gross sum of **£374.40 (THREE HUNDRED AND SEVENTY FOUR POUNDS AND FORTY PENCE)** from the respondent in respect of her entitlement to wages in the period from 1 August to 30 September 2021, the respondent's failure to pay such wages being an unauthorised deduction from wages contrary to Section 13 of the Employment Rights Act 1996.
53. Claimant 10 (Zahida Ahter) is entitled to the gross sum of **£655.20 (SIX HUNDRED AND FIFTY FIVE POUNDS AND TWENTY PENCE)** from the Respondent in respect of her entitlement to 72.8 hours accrued but untaken holidays.
54. Claimant 10 (Zahida Ahter) is entitled to the gross sum of **£234 (TWO HUNDRED AND THIRTY FOUR POUNDS)** from the Respondent in respect of their failure to issue a statement of particulars of employment.
55. Claimant 11 (Kausar Bibi Saleem) is not entitled to a statutory redundancy payment and her claim for an award for that payment is dismissed.



56. Claimant 11 (Kausar Bibi Saleem) is not entitled to a statutory notice payment and her claim for an award for that payment is dismissed.
57. Claimant 11 (Kausar Bibi Saleem) is entitled to the gross sum of **£1,600 (ONE THOUSAND SIX HUNDRED POUNDS)** from the respondent in respect of her entitlement to wages in the period from 1 August to 30 September 2021, the respondent's failure to pay such wages being an unauthorised deduction from wages contrary to Section 13 of the Employment Rights Act 1996.
58. Claimant 11 (Kausar Bibi Saleem) is entitled to the gross sum of **£626 (SIX HUNDRED AND TWENTY SIX POUNDS)** from the Respondent in respect of her entitlement to 62.6 hours accrued but untaken holidays.
59. Claimant 11 (Kausar Bibi Saleem) is entitled to the gross sum of **£400 (FOUR HUNDRED POUNDS)** from the Respondent in respect of their failure to issue a statement of particulars of employment.
60. Claimant 12 (Nasira Parveen Iqbal) is not entitled to a statutory redundancy payment and her claim for an award for that payment is dismissed.
61. Claimant 12 (Nasira Parveen Iqbal) is not entitled to a statutory notice payment and her claim for an award for that payment is dismissed.
62. Claimant 12 (Nasira Parveen Iqbal) is entitled to the gross sum of **£800 (EIGHT HUNDRED POUNDS)** from the respondent in respect of her entitlement to wages in the period from 1 to 30 September 2021, the respondent's failure to pay such wages being an unauthorised deduction from wages contrary to Section 13 of the Employment Rights Act 1996.
63. Claimant 12 (Nasira Parveen Iqbal) is entitled to the gross sum of **£560 (FIVE HUNDRED AND SIXTY POUNDS)** from the Respondent in respect of her entitlement to 56 hours accrued but untaken holidays.
64. Claimant 12 (Nasira Parveen Iqbal) is entitled to the gross sum of **£200 (TWO HUNDRED POUNDS)** from the Respondent in respect of their failure to issue a statement of particulars of employment.

65. Aside from the awards in respect of statutory redundancy payments, the respondent shall be at liberty to deduct from the above sums prior to making payment to each claimant such amounts of Income Tax and Employee National Insurance Contributions (if any) as it may be required by law to deduct from a payment of earnings of that amount made to that claimant, and if it does so, duly remits such sums so deducted to Her Majesty's Revenue and Customs, and provides to that claimant written evidence of the fact and amount of such deductions and of the sums deducted having been remitted to HMRC, payment of the balance to the claimant shall satisfy the requirements of this Judgment.

## REASONS

### Background

1. The ET1 was lodged as a multiple and served on the respondent. No ET3 response has been received. There are now 12 claimants in this multiple. There were originally 13. The claim by Naseem Sultan was withdrawn and has been dismissed. The claims in the ET1 were for unpaid wages. Further Particulars brought additional claims in respect of some of the claimants, including claims for statutory redundancy pay and notice pay. no response has been received from the respondent.

### Proceedings

2. At the Final Hearing on 16 September 2022, evidence was heard from Shahida Zafar. Shahida Zafar is not a claimant in this case. Her evidence was heard by way of background. It was her evidence that she was previously employed by the respondent and had been the manager of all of the claimants.

3. In discussions with the claimants' representative at the Hearing in September, it was identified that further particulars were necessary in respect of the claims. It was recognised that some of the claimants would require an Urdu interpreter to be appointed. It was agreed that additional days would be

required, that witness statements would be used and that the continued hearing would take place remotely, via CVP.

4. An indexed and paginated Bundle of Documents was relied upon by the claimants at the Final Hearing on 16 September 2022. Additional documents were provided by email for the continued Final Hearing in November 2022. These documents were added to the Bundle, with consecutive numbering. The numbers in brackets in this judgment refer to the documents' page number in this Bundle.
5. An Urdu translator was appointed by the Tribunal and provided translation services in the November hearing dates for those claimants who required that the proceedings be translated.

#### **Issues for Determination and Relevant Law**

6. I required to make findings in fact, on the evidence before me, to allow determination of the following issues:-
- Entitlement to any unpaid wages (section 13 Employment Rights Act 1996 ('ERA')).
  - Entitlement to any award in respect of accrued but untaken holidays
  - Entitlement to any award in respect of failure to provide written terms and conditions of employment.
  - Entitlement to any award in respect of failure to provide wage slips.
  - Entitlement to any statutory notice pay
  - Entitlement to any statutory redundancy pay.
7. I dealt with this case in terms of the Tribunal's overriding objective as set out in Rule 2 of Schedule 1 to the Employment Tribunals (Constitution and Rules of Procedure) Regulations 2013 ('The Procedure Rules'), being:-

*“The overriding objective of these Rules is to enable Employment Tribunals to deal with cases fairly and justly.*

*Dealing with a case fairly and justly includes, so far as practicable -*

- (a) ensuring that the parties are on an equal footing;*
- 5 *(b) dealing with cases in ways which are proportionate to the complexity and importance of the issues;*
- (c) avoiding unnecessary formality and seeking flexibility in the proceedings;*
- (d) avoiding delay, so far as compatible with proper consideration*  
10 *of the issues; and*
- (e) saving expense.*

*A Tribunal shall seek to give effect to the overriding objective in interpreting, or exercising any power given to it by, these Rules. The parties and their representatives shall assist the Tribunal to further the overriding objective and*  
15 *in particular shall co-operate generally with each other and with the Tribunal.”*

8. Section 13 of the Employment Rights Act 1996 (‘The ERA’) provides for the right of an employee not to suffer unauthorised deductions from wages. That includes non-payment of wages. Section 14 sets out the provisions in respect of excepted deductions and section 16 sets out the provisions in respect of  
20 excepted payments. Section 13(3) states:

*‘Where the total amount of wages paid on any occasion by an employer to a worker employed by him is less than the total amount of the wages properly payable by him to the worker on that occasion (after deductions), the amount of the deficiency shall be treated for the purposes of this Part as a deduction*  
25 *made by the employer from the worker’s wages on that occasion.’*

9. Section 27 sets out provisions with regard to meaning of wages, including at section 27(1)(a) ‘any fee, bonus, commission, holiday pay or other emolument

referable to his employment, whether payable under his contract or otherwise.'

10. The Working Time Regulations 1998 contain provisions in respect of holiday entitlement (Regulation 13(b)).
- 5 11. Section 1 of the ERA provides that a statement of particulars of employment must be issued. Section 38 provides that where such statement is not issued, and a successful claim is made in respect of that, the Tribunal must (subject to section 38(5)) make an award of the minimum amount to be paid by the employer to the worker (2 weeks' pay) and may if it considers just and equitable in all the circumstances award the higher amount (4 weeks' pay)  
10 instead.
12. Section 8 of the ERA provides that a worker has the right to be given by his employer a written itemised pay statement, at or before the point of a wage being payable to the worker. This statement must detail both the gross and  
15 net pay, plus any deductions to be made from the wage. Where an employer fails to issue an itemised payslip, the worker can bring a claim to the employment tribunal. The tribunal has the power to make a declaration that the employer has failed to issue the payslip.
13. Section 12(4) of ERA allows the tribunal, in cases where deductions have  
20 been made from the employee's wage (in the case of a wage where there is no payslip), to order the employer to repay to the employee a sum of up to the total amount of all unnotified deductions.
14. The rights in respect of a minimum period of notice of termination of employment are set out at Part IX of the ERA and are for one week's notice  
25 pay for each complete year of employment. In terms of section 86 of the ERA, an employee is entitled to not less than one week's notice if his period of continuous employment is less than two years.
15. The definition of redundancy is set out in the ERA s139(1), as:

*'For the purposes of this Act an employee who is dismissed shall be taken to be dismissed by reason of redundancy if the dismissal is wholly or mainly attributable to —*

*(a) the fact that his employer has ceased or intends to cease —*

5                   (i)       *to carry on the business for the purposes of which the employee was employed by him, or*

                  (ii)       *to carry on that business in the place where the employee was so employed, or*

*(b) the fact that the requirements of that business —*

10                   (i)       *for employees to carry out work of a particular kind, or*

                  (ii)       *for employees to carry out work of a particular kind in the place where the employee was employed by the employer, have ceased or diminished or are expected to cease or diminish.'*

16. The right to a redundancy payment is set out in the ERA section 135.  
15 Statutory redundancy pay is calculated in terms of section 162 ERA. The calculation is made with reference to the employee's number of complete years of service with the employer, their gross weekly wage and the appropriate factor in accordance with the employee's age on termination of employment. Regard must be taken of the 'relevant date' in terms of sections  
20 145, 155 and 162 ERA and the 'calculation date' in terms of section 226 ERA. The calculation of a 'week's pay' is with regard to the 'calculation date'. Section 224 ERA provides for the calculation of the amount of a week's pay in employment with no normal working hours. Section 227 ERA sets out the maximum amount of a week's pay to be used in this calculation.

25 17. I required to determine whether the claimants who sought redundancy pay had been dismissed by reason of redundancy. That included consideration of the work done by these claimants before and after the purported date of termination of employment with the respondent. I also required to consider whether the Transfer of Undertakings (Protection of Employment)

Regulations 19 INSERT ('the TUPE Regs') applied, in terms of whether there was a relevant transfer.

### Findings in Fact

- 5 18. The respondent operated care services. Services were provided at the centre's premises, and also in individual service users' homes. All of the claimants worked for the respondent as carers/ personal assistants for service users, either at the day care centre or in individual service users' homes.
19. All of the claimants were managed during the course of their employment by Shahida Zafar. Shahida Zafar had a coordinating and overseeing role.
- 10 20. None of the claimants received a statement of terms and conditions of their employment with the respondent.
21. Some of the claimants did not receive regular wage slips setting out details of the payments received for the work carried out, or any deductions made for tax and National Insurance. Some claimants received some wage slips on some occasions. All of the claimants received payments of wages directly into their nominated bank account. The payments to some claimants had no deductions because of the level of earnings of that claimant. Some payments were received via GCVS.
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22. The claimants who worked at the day care centre were:-
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- Shamim Javed Mukhtar (claimant 2)
  - Fakhra Jabeen Sheikh (claimant 4)
23. During the COVID 19 lockdown which began in March 2020, the respondent required to cease activities at their day care centre. The claimants who had worked mainly at the day care centre were put on furlough and received 80% of their wages. With the exception of Zahida Ahter, the claimants who were home support workers continued to carry out support work for service users. Shahida Zafar continued to have a co ordinating and overseeing managerial role. She provided guidance to the home support staff on what support they could provide the individual service users through the lockdown period. She
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provided guidance and support on the health and safety measures which required to be adhered to and the level of support and services which could be offered.

- 5 24. The remaining claimants worked for the respondent providing home support services to service users in those individual's homes. With the exception of Zahida Ahter (claimant 10), the remaining claimants were not put on furlough. During the lockdown period they continued to provide support and care services to individual service users. Zahida Ahter did receive furlough payments and did not work for the respondent while in receipt of those payments.
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25. Wage and furlough payments from the respondent to the claimants stopped, at various dates from July 2021. The home support staff continued to work for the individual service users. The furlough scheme came to an end in September 2021. The claimants who had been receiving payment from the respondent through that furlough scheme received no communication from the respondent as to what job they would return to. They remained available for work but received no communication from the respondent as to what work they should return to. They received no communication that they were in any 'lay off' period.
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- 20 26. The claimants contacted Shahida Zafar in respect of the non payment of their wages from the respondent. Shahida Zafar sought to obtain information from the Respondent's Board and GSVc. She contacted the respondent's Chair (Azeem Khan). She was unable to obtain clear information from the Azeem Khan. On 30 September 2021 Shahida Zafar sent an email to the respondent's admin email address (65). She requested information on payment of staff's wages. There was then email communication between Shahida Zafar and Azeem Khan. There was confusion over whether the Shaida Zafar had resigned and whether Azeem Khan had resigned. In his email to Shaida Zafar of 30 September 2021 at 11.39pm, Azeem Khan informed Shaida Zafar that another person ('Laletta') would be in contact with her for 'take over'. There was no contact with the claimants from that person.
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27. On 3 October 2021, Shahida Zafar sent an email to Natasha Gordon at GCVS (62). Given her responsibilities as registered manager for the respondent's day care and home support services, Shahida Zafar notified GCVS of her intention to inform the Care Inspectorate that she was no longer working for the respondent. Shahida Zafar then had no involvement with the respondent.
28. The furlough scheme came to an end on 30 September 2021. Those claimants who had been receiving furlough payments from the respondent were not contacted about any job they should return to. Those claimants' employment with the respondent came to an end by reason of redundancy on 30 September 2021. Those claimants are Shamin Javed Mukhtar, Fajhra Jabeen Sheikh and Zahida Ahter.
29. After 30 September 2021, the home support staff continued to carry out work providing care services for individuals in their homes. At various dates, as set out below, payment in respect of those services was received by the respective claimants directly from the individuals to whom services were provided, funded by central means. No-one then carried out a management, coordinating or overseeing role with regard to those services.
30. On 22 March 2022, the Care Inspectorate issued to the respondent Notice of their decision to cancel the respondent's registration (57- 58). Notice of the proposal to cancel their registration had been sent to the respondent by the Care Inspectorate on 2 March 2022. Confirmation of cancellation was sent to the respondent by the Care Inspectorate on 12 April 2022 (67- 68). The respondent is unable to lawfully provide its services without Care Inspectorate registration.
31. Ruqyia Munir (claimant 1) commenced employment with the respondent on 1/10/2019. Her employment with them terminated on 30/9/2021. She worked 28 hours a week, with gross weekly wage of £280. She was one of the home support staff, providing services to individuals in their homes. She did not receive wages for work done in the period 1 August 2021 to 30 September 2021. From 1 October 2021 she became directly employed by the service user she provided services to. She accrued untaken holidays in

the year to 30 September 2022 and did not receive payment for these on termination of employment. No notice or payment in lieu of notice was paid to her by the respondent on termination of employment. No statement of terms and conditions of employment was provided to her by the respondent.

5 The respondent failed to provide regular wage slips to this claimant. Wage slips were not provided to her for February, May, August and September 2021. Deductions of £169.42 were made in respect of the missing pay slips in the 13 weeks prior to termination of employment.

32. Shamin Javed Mukhtar (claimant 2) commenced employment with the respondent on 9/10/1995. She worked mainly in the day centre. From 2020 she worked for the respondent 24 hours a week at the applicable minimum wage rate. In 2021 her average gross weekly wage was £209.76. From March 2021, she received payment of 80% of her wages which she understood to be because the respondent had placed her on the furlough scheme. She did not receive any payments from the respondent after July 15 2021. She received no communication from the respondent to explain non payment of furlough after July 2021. She is due payment at furlough rate for August and September 2021 (8 weeks x £181.37) £1,450.96. Her employment with the respondent terminated by reason of redundancy on 20 30/9/2021, when the day care centre did not open at the end of the furlough scheme and she was not contacted about any job she could return to. She accrued untaken holidays in the year to 30 September 2022 and did not receive payment for these on termination of employment. No notice or payment in lieu of notice was paid to her by the respondent on termination of employment. No statement of terms and conditions of employment was 25 provided to her by the respondent.

33. Shamim Ara Akhter (claimant 3) commenced employment with the respondent on 1/7/2020. She worked 20 hours a week, at £10 an hour, with gross weekly wage of £200. She was one of the home support staff, providing 30 services to individuals in their homes. She did not receive wages for work done in the period 1 to 30 September 2021. She began providing services to the individual service user directly from 1 October 2021. She accrued untaken

5 holidays in the year to 30 September 2022 and did not receive payment for these on termination of employment. No notice or payment in lieu of notice was paid to her by the respondent on termination of employment. No statement of terms and conditions of employment was provided to her by the respondent. The respondent failed to provide regular wage slips to this claimant. Deductions of £29.46 were made in respect of these missing wage slips in the 13 weeks prior to termination of employment.

10 34. Fakhra Jabeen Sheikh (claimant 4) commenced employment with the respondent on 25/9/2007. She worked 24 hours a week, with gross weekly wage of £209.76. She worked mainly at the day care centre. From 2020 she worked for the respondent 24 hours a week at the applicable minimum wage rate. In 2021 her average gross weekly wage was £209.76. From March 2021, she received payment of 80% of her wages which she understood to be because the respondent had placed her on the furlough scheme. She did not receive any payments from the respondent after July 2021. She received 15 no communication from the respondent to explain non payment of furlough after July 2021. She is due payment at furlough rate for August and September 2021 (8 weeks x £181.37) £1,450.96. Her employment with the respondent terminated by reason of redundancy on 30/9/2021, when the day 20 care centre did not open at the end of the furlough scheme and she was not contacted about any job she could return to. She accrued untaken holidays in the year to 30 September 2022 and did not receive payment for these on termination of employment. No notice or payment in lieu of notice was paid to her by the respondent on termination of employment. No statement of terms and conditions of employment was provided to her by the respondent. 25

30 35. Fursat Anwar (claimant 5) commenced employment with the respondent on 01/01/2008. She worked 10 hours a week, with gross weekly wage of £100. She was one of the home support staff, providing services to individuals in their homes. From 1 September 2021 she carried out work directly for the individual service users. She accrued untaken holidays in the year to 1 September 2022 and did not receive payment for these on termination of employment. No notice or payment in lieu of notice was paid to her by the

respondent on termination of employment. No statement of terms and conditions of employment was provided to her by the respondent.

- 5 36. Najima Butta (claimant 6) commenced employment with the respondent on 01/08/2018. She worked 15 hours a week, at £11 an hour, with gross weekly wage of £165. She was one of the home support staff, providing services to individuals in their homes. She went to Pakistan for a period of unpaid leave in February 2020. That leave was extended to 5 months because of the lockdown restrictions. From 1 September 2021, the service user she was providing services to stopped their payment to the respondent and paid her directly for the support services. She accrued paid holiday entitlement in the 10 year to 1 September 2022 and did not receive payment for these on termination of employment. No notice or payment in lieu of notice was paid to her by the respondent on termination of employment. No statement of terms and conditions of employment was provided to her by the respondent.
- 15 37. Parveen Aslam (claimant 7) commenced employment with the respondent on 01/05/2007. She worked 10 hours a week, with gross weekly wage of £100. She was one of the home support staff, providing services to individuals in their homes. From 1 September 2021 she became directly employed by the service user. She accrued untaken holidays in the year to 1 September 2021 20 and did not receive payment for these on termination of employment. No notice or payment in lieu of notice was paid to her by the respondent on termination of employment. No statement of terms and conditions of employment was provided to her by the respondent.
- 25 38. Zareena Abrar (claimant 8) commenced employment with the respondent on 01/05/2021. She worked 20 hours a week, with gross weekly wage of £220. She did not receive wages for work done in the period 1 to 30 September 2021. She was one of the home support staff, providing services to individuals in their homes. From 1 October 2021 she became directly employed by the individual service user. She accrued untaken holidays in the 30 year to 30 September 2021 and did not receive payment for these on termination of employment. No notice or payment in lieu of notice was paid

to her by the respondent on termination of employment. No statement of terms and conditions of employment was provided to her by the respondent.

39. Sajida Sajjad (claimant 9) commenced employment with the respondent on 03/04/2021. She worked 13 hours a week, with gross weekly wage of £130. She was one of the home support staff, providing services to individuals in their homes. From 1 October 2021 she became directly employed by that service user. She accrued untaken holidays in the year to 30 September 2022 and did not receive payment for these on termination of employment. No notice or payment in lieu of notice was paid to her by the respondent on termination of employment. No statement of terms and conditions of employment was provided to her by the respondent.

40. Zahida Ahter (claimant 10) commenced employment with the respondent on 03/05/2018. She worked 13 hours a week, at £9 an hour, with gross weekly wage of £117. From March 2021, she received payment of 80% of her wages which she understood to be because the respondent had placed her on the furlough scheme. She did not receive any payments from the respondent after July 2021. She received no communication from the respondent to explain non payment of furlough after July 2021. She is due payment at furlough rate for August and September 2021 (8 weeks x £93.60) £748.80. Her employment with the respondent terminated by reason of redundancy on 30/9/2021, at the end of the furlough scheme when she was not contacted about any job she could return to. She accrued untaken holidays in the year to 30 September 2022 and did not receive payment for these on termination of employment. No notice or payment in lieu of notice was paid to her by the respondent on termination of employment. No statement of terms and conditions of employment was provided to her by the respondent.

41. Kausar Bibi Saleem (claimant 11) commenced employment with the respondent on 01/10/2019. She worked 20 hours a week, with gross weekly wage of £200. She did not receive wages for work done in the period from 1 August to 30 October 2021. She was one of the home support staff, providing services to individuals in their homes. From 1 November 2021 she worked directly for the individual service user. She accrued untaken holidays in the

year to 30 October 2022 and did not receive payment for these on termination of employment. No notice or payment in lieu of notice was paid to her by the respondent on termination of employment. No statement of terms and conditions of employment was provided to her by the respondent. The respondent failed to provide regular wage slips to this claimant. Deductions were made in the 13 weeks prior to termination of employment.

42. Nasir Parveen Iqbal (claimant 12) commenced employment with the respondent on 01/10/2019. She worked 10 hours a week, with gross weekly wage of £100. She did not receive wages for work done in the period from 1 to 30 September 2021. She was one of the home support staff, providing services to individuals in their homes. She accrued untaken holidays in the year to 30 September 2022 and did not receive payment for these on termination of employment. No notice or payment in lieu of notice was paid to her by the respondent on termination of employment. No statement of terms and conditions of employment was provided to her by the respondent. The respondent failed to provide regular wage slips to this claimant. Deductions were made in the 13 weeks prior to termination of employment.

## Decision

### *Redundancy*

43. I accepted the claimants' evidence in their witness statements, which was uncontested and consistent with the documents relied upon. I accepted the evidence of Shaida Zafar. I considered the letters from the Care Commission confirming the respondent's removal from the Register to be very significant and to support the claimants' position that the respondent's operations ceased.

44. It is of note that the position in the Schedules of Loss relied on by the claimants' representative in her submissions was not entirely consistent with the position in the claimants' witness statements. In particular, it was some of the home support worker claimants' position in their witness statements that they had become '*directly employed by the service user*' on various dates. I considered that evidence to be very significant. Further information on that

change was given in the statement of Najima Butta (claimant 6). At paragraph 25 of her witness statement her evidence is '*The service user I worked with stopped their payment to MECC and paid me directly from August onwards.*'

5 45. I accepted that there was a redundancy situation in respect of those claimants who carried out work at the respondent's day centre. The work at that day centre ceased when the day centre closed and then did not re-open at the end of the furlough scheme. That was a redundancy situation within the meaning of section 139 ERA. I accepted that those claimants who had been placed on furlough and who had not received any communication about return  
10 to work at the end of the furlough scheme, were entitled to a redundancy payment. I accepted that their employment had come to an end by reason of redundancy on 30 September 2021.

15 46. The claimants' representative submitted that some of the claimants' employment terminated in April 2022 and sought payment of wages up to that date. That was inconsistent with the position in the witness statements that claimants were told that the service was coming to an end in September 2021. It was also inconsistent with the position in the home workers' witness statements that they had become directly employed by the individual service users and had begun to receive payments directly from those individuals.  
20 Payment of unpaid wages cannot be sought from the respondent where payment for the work done was received by the claimants from another source.

25 47. In these circumstances, I considered whether there was a relevant transfer within the meaning of the Transfer of Undertakings (Protection of Employment) Regulations ('the TUPE Regs'). In doing so I was aware that if I found that these claimants were entitled to a statutory redundancy payment, they may be entitled to payments from the Redundancy Fund, which is public money.

30 48. Taking into consideration that if I found entitlement to statutory redundancy payment then payment may be sought from the public money, as the claimants had not resigned, I considered whether the Transfer of

Undertakings (Protection of Employment) Regulations ('the TUPE Regs') applied. In respect of most of the home support workers, the evidence was that while employed by the respondent they carried out support work for certain individuals and thereafter they continued to work for those same individuals, with payment coming from the individuals rather than from the respondent, but the same work being carried out by them. This work was the provision of personal support and care to service users. The activities ceased to be carried out by the respondent but the claimants continued to carry out the same activities, for the same individuals, before and after the respondent's involvement. I did not accept the claimants' representative's submission that the claimants became self employed when they carried out work for payment direct from the service users. This was not what the evidence of the claimants in their witness statements was. I took into account the evidence from some claimants that they passed on to an accountant details of their payments received for the services provided to the individuals. I did not accept that that was conclusive to those claimants being self employed.

49. I considered whether the circumstances in respect of these claimants were service provision changes, under TUPE Reg 3(1)(b). There is 'a service provision change', where the conditions set out in [Reg 3\(3\)](#) are satisfied. These are that:-

- 'immediately before the service provision change there is an organised grouping of employees situated in Great Britain which has as its principal purpose the carrying out of the activities concerned on behalf of the client' — [Reg 3\(3\)\(a\)\(i\)](#)
- 'immediately before the service provision change the client intends that the activities will, following the service provision change, be carried out by the transferee other than in connection with a single specific event or task of short-term duration' — [Reg 3\(3\)\(a\)\(ii\)](#), and
- 'the activities concerned do not consist wholly or mainly of the supply of goods for the client's use' — [Reg 3\(3\)\(b\)](#).



50. I considered whether each of those individual claimants were themselves an 'organised grouping' in terms of Reg 3(3)(a)(i). I noted that an 'organised grouping' can consist of one employee. I considered the decision of the EAT in *Johnson Controls Ltd v Campbell and anor EAT 0041/12*, to be relevant to my consideration of whether there was a TUPE transfer in respect of those claimants who carried on working for the same service users after the respondent ceased to be involved. In that case, the ET considered it to be significant that the activities of the purported transferor involved some element of organisation. An important feature of the service provided was the fact that it was central and coordinated. As that feature was not retained by the purported transferee, it was held that it was no longer performing the same activity. The EAT upheld this decision. In so doing, Mr Justice Langstaff (then President of the EAT) noted that identifying an 'activity' is a question of fact and degree and involves a holistic assessment by the tribunal. The matter is not decided simply by enumerating tasks and asking whether, quantitatively speaking, most of those same tasks are done both before and after the putative transfer. The judge had decided that the centralisation and coordination of the taxi-booking service made it more than the sum of its parts. Similarly, in the present claims I considered it to significant that Shahida Zafar had had a coordinating role with the claimants. In her evidence Shahida Zafar said '*I was overseeing*', although the issue of potential application of TUPE had not been raised at that time. I considered that evidence to be credible and significant. Similarly to the situation in *Johnson Controls Ltd v Campbell and anor EAT 0041/12*, I considered that her involvement meant that the organised grouping was more than the sum of the individual claimants, given her coordinating and management role. For this reason I decided that in these circumstances there was no relevant transfer under the TUPE Regs.
51. On the evidence before me, I concluded that the reason for the termination of the home worker claimants' employment with the respondent was because payment from the respondent stopped and payment then came from the individual service users directly. This is not a situation which is within the statutory definition of a redundancy situation. The work did not cease or

diminish. In these circumstances there is no entitlement to statutory redundancy payment.

52. The evidence was that payments from the respondent stopped. That could have been taken by the claimants as a material breach of contract, entitling those claimants to resign and claim unfair dismissal. The unfair dismissal basic award would be calculated in the same way as a statutory redundancy payment (although may be subject to deductions and increases which would not apply to a statutory redundancy payment). There is no claim of constructive unfair dismissal before me. I was not satisfied that in all the circumstances with regard to the home workers there was a redundancy situation in the sense that the work ceased or diminished or was expected to cease or diminish. The work did not cease. The requirement for care and support services to be received from the various individuals continued. Although Shahida Zafar was no longer employed by the respondent, there was evidence that another manager was to take over her managerial roles. That evidence is inconsistent with a finding that there was a redundancy situation because the respondent's services ceased or diminished. I took into account that no contact was made to the claimants by the person who was to take over managerial roles. I took into account that payment began to be received directly from the service users, so that the respondent's role ceased or diminished. There was no evidence before me to the reasons why payment began to be received from the service users directly. If the reason for that was because the claimants were not getting paid from the respondent, then claims for constructive unfair dismissal should have been made. Those claims are not before me.

53. An award in respect of statutory redundancy payment can only be made in circumstances where section 139 ERA applies. I was not satisfied that with regard to the home workers there was a redundancy situation within the meaning of that section 139.

*Holiday Pay*

54. I accepted the claimants' representative's submissions in respect of payment due in respect of accrued but untaken holidays as at the date of termination of employment. I accepted that as there is no written agreement re holidays, the claimants' holiday pay entitlements fall to be determined by the Working Time Regulations 1998. ('WTR') I accepted that on application of Regulation 13(10) WTR, with reference to 13(11), it was not reasonably practicable for holidays to be taken by the claimants during the leave year because of the effects of coronavirus.
55. I did not accept that the claimants are entitled to carry over a full year's holiday entitlement to the following leave year. The claimants' representative sought that the claimant receive payment in respect of two full years' statutory holiday entitlement. The Working Time Regulations specifically prohibit carry-over of basic annual leave (but not the 1.6 weeks' additional leave) into a subsequent leave year (Reg 13(9)(a)). There was no evidence that any of the claimants were unable to take holidays because of their own sickness absence. I was not satisfied that the effects of the coronavirus lockdown were that no holidays could be taken at all in this two year period. I calculated the awards in respect of accrued but untaken holidays for the one year period prior to termination date.

*Non- provision of Wage Slips*

56. I accepted the evidence before me in respect of non provision of pay slips. Claims were not made in this respect by all claimants. These awards have been made where sought in the claimants' representative's submissions and schedules of loss. The basis of the claimants' representative's calculations were not entirely consistent with the evidence as set out in the claimants' witness statements. I made the awards in accordance with the position set out in the evidence and on application of section 8 and section 12(4) ERA.

*Statutory Notice Pay*

57. I accepted that none of the claimants received notice of termination of their employment with the respondent, or pay in lieu of notice. Neither did the claimants give notice to the respondent. There was no evidence that in  
5 respect of the home workers the respondent had taken and action to terminate their employment. The fact that payment of wages had been stopped could have entitled the claimants to claim constructive unfair dismissal and notice pay, but that is not the claim which was before me. In the circumstances where no actual notice of termination of employment was given by the  
10 respondent or the claimants, where the claimants immediately worked for the same service users, they are not entitled to statutory notice.

58. Those claimants whose employment terminated by reason of redundancy are entitled to an award calculated with reference to their statutory entitlement to notice, as provided in the ERA. I accepted the claimants' representative's  
15 calculations in that respect.

*Failure to Issue Terms and Conditions of Employment*

59. I accepted the evidence that the claimants had each not been issued statements of terms of conditions of employment. There were no submissions as to why it would be just and equitable to award more than the minimum 2  
20 weeks award. In all the circumstances, I considered it to be just and equitable to make an award in respect of 2 weeks wages for each claimant re this head of claim, on application of section 1 and section 38 ERA.

**Awards**

*Ruqyia Munir (claimant 1)*

25 60. Ruqyia Munir (claimant 1) commenced employment with the respondent on 1/10/2019. Her employment with them terminated on 30/9/2021. She worked 28 hours a week, with average gross weekly wage of £280. She did not receive wages for work done in the period 1 August 2021 to 30 September 2021. This claimant is due the gross sum of (8 x £280) £2,240 in respect of  
30 unpaid wages for that period.

61. For the reasons set out above, on the evidence before me I did not conclude that this claimant's employment terminated by reason of redundancy. This claimant is therefore not entitled to a statutory redundancy payment.
62. This claimant is due payment in respect of holidays accrued but untaken in the year period to 30 September 2022. The statutory number of hours accrued holiday in a year is 156.8 hours. She was paid at the gross rate of £10 per hour. This claimant is due the sum of  $(156.8 \times £10) = £1568$  in respect of accrued but unpaid holidays.
63. In the circumstances and for the reasons set out above, this claimant is not entitled to an award in respect of statutory notice pay.
64. No statement of terms and conditions of employment was provided by the respondent. This claimant is due the sum of  $(2 \times £280) £560$  in respect of that failure.
65. The respondent failed to provide regular wage slips to this claimant. Wage slips were not provided to her for February, May, August and September 2021. Deductions were made in the 13 weeks prior to termination of employment. This claimant is due the gross sum of  $(3 \times £56.42) £169.42$  in respect of that failure.

*Shamin Javed Mukhtar (claimant 2)*

66. Shamin Javed Mukhtar (claimant 2) is due payment at furlough rate for August and September 2021 (8 weeks x £181.37) £1,450.96. I did not accept that the claimants' representatives' submissions that this claimant is also due wages for the period from October 2021 to 22 April 2022. This claimant's employment terminated by reason of redundancy on 30 September 2022. Taking into account her age and number of complete years of service, this claimant is entitled to statutory redundancy pay of  $(30 \times £209.76) £6,292.80$ .
67. This claimant is due payment in respect of holidays accrued but untaken in the period from 1 October 2021 to 30 September 2022. The statutory number of hours she accrued holiday in a year is 134.4 hours. She was paid at the

gross rate of £8.74 per hour. This claimant is due the sum of  $(134.4 \times £8.74)$   
= £1174.66 in respect of accrued but unpaid holidays.

5 68. No notice or payment in lieu of notice was paid by the respondent on  
termination of employment. This claimant is due the gross sum of  $(12 \times$   
 $£209.76)$  £2,517.12 in respect of statutory notice pay.

69. No statement of terms and conditions of employment was provided by the  
respondent. This claimant is due the sum of  $(2 \times £209.76)$  £419.52 in respect  
of that failure.

10 70. The respondent failed to provide regular wage slips to this claimant.  
Deductions were made in the 13 weeks prior to termination of employment.  
This claimant is due the gross sum of  $(3 \times £9.82)$  £29.46 in respect of that  
failure.

*Shamin Ara Akhter (claimant 3)*

15 71. Shamin Ara Akhter (claimant 3) is due payment of wages for September 2021  
(4 weeks x £200) and is awarded the sum of £800 in respect of those unpaid  
wages.

72. For the reasons set out above, on the evidence before me I did not conclude  
that this claimant's employment terminated by reason of redundancy. This  
claimant is therefore not entitled to a statutory redundancy payment.

20 73. This claimant is due payment in respect of holidays accrued but untaken in  
the period from 1 October 2021 to 30 September 2022. The statutory number  
of hours she accrued holiday in a year is 28.3 hours. She was paid at the  
gross rate of £10 per hour. This claimant is awarded the sum of  $(28.3 \times £10)$   
= £283 in respect of accrued but unpaid holidays.

25 74. In the circumstances and for the reasons set out above, this claimant is not  
entitled to an award in respect of statutory notice pay.

75. No statement of terms and conditions of employment was provided by the  
respondent. This claimant is awarded the sum of  $(2 \times £200)$  £400 in respect  
of that failure.

76. The respondent failed to provide regular wage slips to this claimant. Wage slips were not provided to her for February, May, August and September 2021. Deductions were made in the 13 weeks prior to termination of employment. This claimant is due the gross sum of (3 x £9.82) £29.46 in respect of that failure.

*Fakhara Jabeen Sheikh (claimant 4)*

77. Fakhara Jabeen Sheikh (claimant 4) is due payment of wages for August and September 2021 at furlough rate of 80% (8 weeks x £181.37) and is awarded the sum of £1,450.96 in respect of those unpaid wages.
78. This claimant's employment terminated by reason of redundancy on 30 September 2022. Taking into account her age and length of service, this claimant is entitled to statutory redundancy pay of (30 x £209.76) £6,292.80.
79. This claimant is due payment in respect of holidays accrued but untaken in the period from 1 October 2021 to 30 September 2022. The statutory number of hours she accrued holiday in a year is 134.4 hours. She was paid at the gross rate of £8.74 per hour. This claimant is awarded the sum of (134.4 x £8.74) £1,174.66 in respect of accrued but unpaid holidays.
80. No notice or payment in lieu of notice was paid by the respondent on termination of employment. This claimant is awarded the gross sum of (12 x £209.76) £2,517.12 in respect of statutory notice pay.
81. No statement of terms and conditions of employment was provided by the respondent. This claimant is awarded the sum of (2 x £209.76) £419.52 in respect of that failure.
82. The respondent failed to provide regular wage slips to this claimant. Deductions were made in the 13 weeks prior to termination of employment. This claimant is due the gross sum of (3 x £9.82) £29.46 in respect of that failure.

*Fursat Anwar (claimant 5)*

83. For the reasons set out above, on the evidence before me I did not conclude that this claimant's employment terminated by reason of redundancy. This claimant is therefore not entitled to a statutory redundancy payment.

5 84. This claimant is due payment in respect of holidays accrued but untaken in the year period to 1 September 2021. The statutory number of holiday hours she accrued in a year is 56 hours. She was paid at the gross rate of £10 per hour. This claimant is awarded the sum of (56 x £10) £560 in respect of accrued but unpaid holidays.

10 85. In the circumstances and for the reasons set out above, this claimant is not entitled to an award in respect of statutory notice pay.

86. No statement of terms and conditions of employment was provided by the respondent. This claimant is awarded the sum of (2 x £100) £200 in respect of that failure.

15 *Najima Butta (claimant 6)*

87. For the reasons set out above, on the evidence before me I did not conclude that this claimant's employment terminated by reason of redundancy. This claimant is therefore not entitled to a statutory redundancy payment.

20 88. This claimant is due payment in respect of holidays accrued but untaken in the year period to 1 September 2022. The statutory number of holiday hours she accrued in a year is 84 hours. She was paid at the gross rate of £11 per hour. This claimant is awarded the sum of (84 x £11) £924 in respect of accrued but unpaid holidays.

25 89. In the circumstances and for the reasons set out above, this claimant is not entitled to an award in respect of statutory notice pay.

90. No statement of terms and conditions of employment was provided by the respondent. This claimant is awarded the sum of (2 x £165) £330 in respect of that failure.



*Parveen Aslam (claimant 7)*

91. For the reasons set out above, on the evidence before me I did not conclude that this claimant's employment terminated by reason of redundancy. This claimant is therefore not entitled to a statutory redundancy payment.
- 5 92. This claimant is due payment in respect of holidays accrued but untaken in the year period to 1 September 2022. The statutory number of holiday hours she accrued in a year is 56 hours. She was paid at the gross rate of £10 per hour. This claimant is awarded the sum of (56 x £10) £560 in respect of accrued but unpaid holidays.
- 10 93. In the circumstances and for the reasons set out above, this claimant is not entitled to an award in respect of statutory notice pay.
94. No statement of terms and conditions of employment was provided by the respondent. This claimant is awarded the sum of (2 x £100) £200 in respect of that failure.

15 *Zareena Abrar (claimant 8)*

95. For the reasons set out above, on the evidence before me I did not conclude that this claimant's employment terminated by reason of redundancy. This claimant is therefore not entitled to a statutory redundancy payment.
96. This claimant is due payment of wages for September 2021 (4 weeks x £220) and is awarded the sum of £880 in respect of those unpaid wages.
- 20
97. This claimant is due payment in respect of holidays accrued but untaken in the year period to 1 October 2022. The statutory number of holiday hours she accrued in a year is 62.6 hours. She was paid at the gross rate of £10 per hour. This claimant is awarded the sum of (62.6 x £10) £626 in respect of accrued but unpaid holidays.
- 25
98. In the circumstances and for the reasons set out above, this claimant is not entitled to an award in respect of statutory notice pay.

99. No statement of terms and conditions of employment was provided by the respondent. This claimant is awarded the sum of (2 x £220) £440 in respect of that failure.

*Sajida Sajjad (claimant 9)*

5 100. For the reasons set out above, on the evidence before me I did not conclude that this claimant's employment terminated by reason of redundancy. This claimant is therefore not entitled to a statutory redundancy payment.

101. This claimant is due payment in respect of holidays accrued but untaken in the period from 3 April 2021 to 30 September 2021. The statutory number of  
10 holiday hours she accrued is 36.5 hours. She was paid at the gross rate of £10 per hour. This claimant is awarded the sum of (36.5 x £10) £365 in respect of accrued but unpaid holidays.

102. In the circumstances and for the reasons set out above, this claimant is not entitled to an award in respect of statutory notice pay.

15 103. No statement of terms and conditions of employment was provided by the respondent. This claimant is awarded the sum of (2 x £130) £260 in respect of that failure.

*Zahida Ahter (claimant 10)*

20 104. For the reasons set out above, on the evidence before me I did not conclude that this claimant's employment terminated by reason of redundancy. This claimant is therefore not entitled to a statutory redundancy payment.

105. This claimant is due payment of wages for September 2021 at furlough rate of 80% (4 weeks x £93.60) and is awarded the sum of £374.40 in respect of those unpaid wages.

25 106. This claimant is due payment in respect of holidays accrued but untaken in the year period to 30 September 2022. The statutory number of holiday hours she accrued in a year is 72.8 hours. She was paid at the gross rate of £9 per hour. This claimant is awarded the sum of (72.8 x £9) £655.20 in respect of accrued but unpaid holidays.

107. For the reasons set out above, no award is made to this claimant in respect of statutory notice pay.

108. No statement of terms and conditions of employment was provided by the respondent. This claimant is awarded the sum of (2 x £117) £234 in respect of that failure.

5

*Kausar Bibi Saleem (claimant 11)*

109. For the reasons set out above, on the evidence before me I did not conclude that this claimant's employment terminated by reason of redundancy. This claimant is therefore not entitled to a statutory redundancy payment.

110. This claimant is due payment of wages for August and September 2021 (8 weeks x £200) and is awarded the sum of £1,600 in respect of those unpaid wages.

10

111. This claimant is due payment in respect of holidays accrued but untaken in the year period to 30 September 2022. The statutory number of holiday hours she accrued in a year is 62.6 hours. She was paid at the gross rate of £10 per hour. This claimant is awarded the sum of (62.6 x £10) £626 in respect of accrued but unpaid holidays.

15

112. For the reasons set out above, no award is made to this claimant in respect of statutory notice pay.

113. No statement of terms and conditions of employment was provided by the respondent. This claimant is awarded the sum of (2 x £200) £400 in respect of that failure.

20

*Nasira Parveen (claimant 12)*

114. For the reasons set out above, on the evidence before me I did not conclude that this claimant's employment terminated by reason of redundancy. This claimant is therefore not entitled to a statutory redundancy payment.

25

115. This claimant is due payment of wages for September and October 2021 (8 weeks x £100) and is awarded the sum of £800 in respect of those unpaid wages.

5 116. This claimant is due payment in respect of holidays accrued but untaken in the year period to 30 September 2022. The statutory number of holiday hours she accrued in a year is 56 hours. She was paid at the gross rate of £10 per hour. This claimant is awarded the sum of (56 x £10) £560 in respect of accrued but unpaid holidays.

10 117. For the reasons set out above, no award is made to this claimant in respect of statutory notice pay.

118. No statement of terms and conditions of employment was provided by the respondent. This claimant is awarded the sum of (2 x £100) £200 in respect of that failure.

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20 Employment Judge: C McManus  
Date of Judgement: 05 December 2022  
Entered in register: 12 December 2022  
and copied to parties

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Case Ref	SubMultiple	Flag1	Flag2
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Flag4