



EMPLOYMENT TRIBUNALS

Claimant: Mr C Pickles

Respondent: Northern Trade Windows (Pennines) Limited

HELD in Leeds by CVP

ON: 14 February 2023

BEFORE: Employment Judge Shulman

REPRESENTATION:

Claimant: In person

Respondent: Ms J Charalambous, Representative

JUDGMENT

1. The proper name of the respondent is Northern Trade Windows (Pennines) Limited.
2. The claim for notice pay is dismissed.
3. The claim for holiday pay is dismissed.
4. The claim for wages for the period 12 April 2022 to 15 April 2022 is dismissed.
5. The claim for wages for the period 29 August 2022 to 2 September 2022 is dismissed.

REASONS

Claims

- 1.1. No notice pay.
- 1.2. No holiday pay.
- 1.3. Unauthorised deduction of wages (two claims).

2. **Issues**

The issues in this case relate to:

- 2.1. No notice pay - whether in fact the claimant was entitled to notice pay.
- 2.2. Holiday pay - whether the claimant was in fact paid his holiday pay.
- 2.3. Unauthorised deduction of wages - whether the claimant was in fact paid his wages which are the subject of the claim.

3. **The law**

The Tribunal has to have regard in relation to the notice claim section 86 Employment Rights Act 1996 whereby notice is required to be given by an employer to terminate the contract.

4. **Facts**

The Tribunal having carefully reviewed all the evidence given by the claimant (both oral and documentary) before it finds the following facts (proved on the balance of probabilities):

- 4.1. The claimant was employed as a delivery driver from 12 April 2022 until he resigned on 31 August 2022. The claimant admitted that he had resigned.
- 4.2. The claimant has claimed three days holiday pay but during the course of the hearing admitted that he was paid this holiday pay on 4 November 2022.
- 4.3. The claimant claimed unauthorised deduction of wages for the period 22 August 2022 until 26 August 2022 but during the course of the hearing admitted that he was paid for this period. Instead he substituted a claim for what he called a week in hand for the period 12 April 2022 until 15 April 2022. He admitted in cross-examination that he was in fact paid for this period (see pages 39, 40 and 41 of the bundle of documents).
- 4.4. The claimant claimed unauthorised deduction of wages for the period 29 August 2022 to 2 September 2022. He admitted that he did not work on 1 September 2022 or 2 September 2022 and that in fact he had resigned on 31 August 2022. He further admitted that he was paid for the period 29 August 2022 to 31 August 2022 on 4 November 2022.
- 4.5. In the event the claimant admitted that he did not have claims for holiday pay and/or unauthorised deduction of wages and was not entitled to notice pay.

5. **Determination of the issues**

5.1. It was clear at the end of the claimant's evidence that his claims and indeed all of them had no substance and before the respondent opened its case the Tribunal had dismissed each and every claim.

5.1.1. The claim for notice pay because the claimant terminated his contract.

5.1.2. The claim for holiday pay because he had been paid.

5.1.3. The claims for unauthorised deduction of wages because he had been paid.

Employment Judge Shulman

Date: 1 March 2023

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Sent to the parties on:

Date: 2 March 2023