



EMPLOYMENT TRIBUNALS

Claimant

Respondent

Ms Ade Ola Williams

v

Westgate House Limited

Heard at: Huntingdon

On: 2 March 2023

Before: Employment Judge M Ord

Appearances

For the Claimants: Mr E Stenson, Counsel

For the Respondent: Mr D Byron, Director

JUDGMENT

1. The Claimant was dismissed on 16 December 2021 in breach of contract and is awarded the sum of 5 weeks net pay being: **£2,732.05**
2. The Claimant's Application for a redundancy payment is dismissed on withdrawal.
3. The remainder of the Claimant's claims are not well founded and are dismissed.

REASONS

1. The Claimant was employed by the Respondent from 13 January 2016 as a Nurse, initially working 56 hours per week; this being 4 x 14 hour shifts.
2. The Respondent is a nursing home and at the relevant time employed approximately 48 staff. On 7 September 2021, the Claimant reduced her hours to three days per week, working 42 hours.
3. The Claimant also had an additional/second job. The Respondent was aware of this. They consented to her having a second job and gave her a reference for that employer.
4. The Claimant engaged in Early Conciliation on 15 February 2022 until 2 March 2022 and presented a claim form to the Tribunal on 1 April 2022

claiming a redundancy payment, a protected award and an award for breach of contract.

5. According to the Respondent's Response form, the Claimant had resigned with effect from 30 November 2021. The Respondent today accepts that that was not the case and that the Claimant had continued to work during the month of December 2021.
6. On 6 December 2021, the Claimant was called to a one to one meeting that day for Consultation regarding potential redundancy. The Claimant did not attend and in her evidence today said that she knew what was going on and there was no need to attend that meeting.
7. According to the Respondent, there had been staff Consultation Meetings on 17 and 18 November 2021. The Claimant was not present on either day and said today that she was away at the relevant time. According to the Respondent, staff elected a single Representative Mr Amidu Koroma, to discuss the redundancies. Although the Representative was a Carer and not a Nurse, given the numbers of people involved it was not inappropriate for one person to speak for all staff.
8. Clearly the Claimant was aware of events because of her comments today regarding knowing what was going on and therefore not attending her one to one Consultation Meeting. Whether that information came to her directly or indirectly, I conclude that this was feedback from the meetings with the staff and with Mr Koroma.
9. Accordingly, I am satisfied that whilst the Claimant was not at Meetings, the Meetings the Respondent says took place did take place and that the requirements of s.188 of the Trade Union Labour Relations Consultation Act were thereby satisfied.
10. The Claimant accepts that she was invited to a one to one Meeting but chose not to attend. On that basis I am satisfied that the Respondent did comply with the obligations for collective and individual Consultation.
11. The Claimant's employment ended on 16 December 2021, on the ground of redundancy. The Claimant was paid in full up to that date, including any outstanding holiday pay and subsequently has received her redundancy pay. She was not placed on notice. She is entitled to five weeks' notice and at the accepted average net weekly wage of £546.41, the Claimant's claim for breach of contract amounts to £2,732.05 and the Claimant has Judgment for that sum.
12. At the conclusion of the case, the Claimant made an Application for Costs based on alleged unreasonable conduct by the Respondent. It is clear that the Respondent had failed to properly participate in the preparation for this case. They failed to provide documents, failed to prepare a Bundle of documents and failed to agree for a date for the exchange of witness statements, notwithstanding the Orders of the Tribunal and requests for

action from the Claimant's Solicitors which appeared to result in no response.

13. On 22 February 2022, I am told, the Claimant made an Application to Strike Out the Respondent's case, but that Application is not before me and it has not been actioned by the Tribunal.
14. In accordance with Rule 76 of the Employment Tribunal Rules of Procedure, I am entitled to take account of the Respondent's means; the company is in the process of closure and I am told has a sum of £750 in the bank account. The Respondent's Director Mr Byron has been in hospital from time to time during the preparation of this case as a result of stomach ulcers and a heart attack.
15. The Claimant seeks payment of Counsel's fees in the sum of £1,000 as an Application for Costs. I am satisfied that the Respondent's non-engagement with the process amounts to unreasonable conduct, but taking into account Mr Byron's health and the limited resources of the Respondent in this case, I decline to make any Order for costs and therefore the Claimant's Application for Costs is dismissed.

21 March 2023

Employment Judge M Ord

Sent to the parties on: 27th March 2023

GDJ
For the Tribunal Office.