



EMPLOYMENT TRIBUNALS

Claimant

Miss Rosemary Turney

v

Respondent

Anglia Cleaning Solutions Limited

Heard at: Bury St Edmunds

On: 10 January 2023

Before: Employment Judge K J Palmer (sitting alone)

Appearances:

For the Claimant: Mr Harrington, Citizens Advice Bureau

For the Respondent: No ET3 filed – no representation – no appearance

JUDGMENT having been sent to the parties on 25 January 2023 pursuant to the Hearing which took place on 10 January 2023 and written reasons having been requested in accordance with Rule 62(3) of the Employment Tribunal Rules of Procedure 2013, the following reasons are provided:

REASONS

Background

1. The Claimant who was employed as a Cleaner by the Respondents presented a claim to this Tribunal on 15 January 2022. The claim was home made and minimal information was provided. However, at paragraph 8 of the ET1, the Claimant ticked the box for unfair dismissal, notice pay, holiday pay, arrears of pay and other payments.
2. The claim was accepted and proceedings were sent out on 3 February 2022. The Respondents had until 3 March 2022 to file an ET3 by way of Response.
3. No Response was entered and on 10 September 2022, the Tribunal Administration Office wrote to the Respondents explaining that as no ET3 had been filed, it was likely that Judgment would be issued against the Respondent.
4. On the same date, Employment Judge Quill caused the Administration to write to the Claimant seeking details as to the effective date of termination of her employment. Judge Quill also explained that the Tribunal had no jurisdiction to hear a defamation claim which had originally been mentioned in the Claimant's ET1.

5. Nothing was heard from the Claimant and Employment Judge Laidler caused a letter to be sent to the Claimant threatening to Strike Out the Claimant's claims for failure to prosecute on 9 October 2022. This appears to prompt a Response from the Claimant dated 11 October 2022 at which the Claimant provided some information. However, it was not enough to enable an Employment Judge to give Judgment on the information before him or her. Accordingly, a two hour Hearing was listed to take place on 10 January 2023 at the Bury St Edmunds Employment Tribunal. The Hearing started at 2pm. The Hearing was before me.
6. Fortunately for the Claimant, she was very ably assisted by a Mr Jim Harrington, a Case Worker Advisor and volunteer at the West Suffolk Citizens Advice Bureau. He did an excellent job for the Claimant and attended at the Hearing having produced a comprehensive Schedule of Loss and an explanation as to how those figures had been arrived at.
7. The Claimant worked for Anglian Cleaning Solutions Limited, her employment commencing on 26 November 2018. The Claimant worked as a Cleaner and typically worked providing cleaning services to companies who contracted their cleaning to the Respondent. In fact, the Claimant worked throughout her employment at one particular firm of Solicitors. That firm terminated the cleaning contract with the Respondents in 2020, but neither the Respondent nor the Solicitors firm themselves informed the Claimant. The Claimant continued to clean those premises for several weeks.
8. The Claimant was informed by her employer on Friday 4 September 2020 that she would start a new cleaning assignment for the Respondents on Monday 7 September 2020. She was asked to meet with her employer (a Mr Richardson) at 6pm on Monday 7 September 2020. She waited, but Mr Richardson did not turn up. The Claimant made several telephone calls and messages but no reply was ever received. She continued to ring the firm of Solicitors at which she had worked, who had then informed her between 5 and 11 September 2020 that they no longer had a contract with the Respondents for cleaning.
9. The Claimant received her last payment from the Respondents on 5 August 2020. For some 18 months prior to that she had not received any payslips.
10. She also purchased cleaning materials herself as there were often insufficient materials provided by the Respondent to enable her to carry out her duties when working at the Solicitors.
11. She said that her Manager had made several promises to reimburse the money for cleaning materials, but had never done so.

Unfair Dismissal

12. The Claimant knew from or about 11 September 2020 that there was no further work for her at the Respondents. Whilst she had been promised a fresh place to clean, the failure of Mr Richardson to turn up on 7 September 2020 is repeated, the failure to respond to her telephone calls and the

information given to her by those Solicitors for whom she had previously worked, brought about an end to her employment on or about 11 September 2020. She had also not been paid since 5 August 2020. Arguably, therefore, her employment terminated at that point.

13. However, she continued to work and the Respondents allowed her to do so until 7 September 2020.
14. I therefore concluded the effective date of termination was Monday 7 September 2020.
15. Mr Harrington agrees and accepts that on the basis of the facts before me, the Claimant does not have the requisite continuity to pursue a claim for unfair dismissal under s.111 of the Employment Rights Act 1996. Her claim for unfair dismissal, therefore, must fail.

Holiday Pay

16. The Claimant gave information that the holiday year runs from January to December. The Claimant was precluded from taking holiday during the pandemic. Her holiday entitlement during that time would be based on her Covid contracted hours of 7.5. Mr Harrington produced calculations to me that the holiday pay that should have been paid on termination amounted to £303.98. I have no reason to doubt his calculations. His calculations show that payment on the Covid contracted rate for accrued untaken holiday amount to £303.98. I award the Claimant this sum.

Unlawful Deduction of Wages

17. The Claimant claims unpaid wages amounting to an unlawful deduction at termination of employment. That is wages not paid to the Claimant for hours worked. Mr Harrington showed me the calculations which led me to make an award of unpaid wages of £327.00. I make a declaration to the effect that there was an unlawful deduction and award this sum. There is a further sum of unpaid pension payments of £12 throughout the same period and I also award this sum.

Expenses

18. The Claimant incurred personal expenses which she attempted to recover from the Respondent. She had receipts for those. Expenses were not forthcoming and accordingly in accordance with her contract of employment, this amounts to a breach of contract and I award her the sum of £77.35.

Unpaid Notice

19. The Claimant was entitled to a week's notice which was not given to her. This was a breach of contract entitling her to damages amounting to one week's pay. I award that in the sum of £65.40.

Total Payable

20. The total payable by the Respondents to the Claimant is therefore £785.73.

12 June 2023

Employment Judge K J Palmer

Judgment sent to the parties on

18 June 2023

GDJ
For the Tribunal office