



# EMPLOYMENT TRIBUNALS

**Claimants:** Mr C Chapman

**Respondents:** First Signs Ltd

## JUDGMENT

Employment Tribunals Rules of Procedure 2013, Rule 21

**The respondent not having presented a response to the claim and on the information before the Judge,**

1. The claim for unfair dismissal contrary to section 103A of the Employment Rights Act 1996 is successful. The respondent is ordered to pay a net compensatory award of **£7505.76**.
2. The claim for unauthorised deduction of wages contrary to section 13 of the Employment Rights Act 1996 is successful. The respondent failed to pay the claimant wages between 8 July 2022 – 20 July 2022 and is ordered to pay the gross sum of **£553.60**.
3. The claim for failure to pay the claimant for a 4 week notice period in accordance with the claimant's contract of employment is successful. The respondent is ordered to pay the gross sum of **£1384**.
3. The claim for accrued holiday pay in accordance with regulation 14 of the Working Time Regulations 1998 is successful. The respondent failed to pay the claimant for annual leave accrued on termination of employment and is ordered to pay the gross sum of **£415.20**.

## REASONS

1. The claimant worked as an erector of signs for the respondent sign company from 6 December 2021 to 20 July 2022.
2. On 8 July 2022, the claimant made a public interest disclosure in accordance with section 43B(1)(b) of the Employment Rights Act 1996. The claimant disclosed to the respondent that the claimant reasonably believed that the respondent had failed to

comply with the legal obligation to keep vehicles roadworthy. This disclosure was in the public interest for the safety of other road users.

3. Following this disclosure, the claimant was suspended on no pay until the disciplinary hearing on 20 July 2022. The respondent dismissed the claimant for gross misconduct on 20 July 2022. I heard evidence from the claimant that the respondent did not have a reasonable belief, based on reasonable grounds following a reasonable investigation of his misconduct. I have therefore, determined that the claimant's dismissal was not within the range of reasonable responses and the respondent dismissed the claimant because he made a protected disclosure, and the dismissal was automatically unfair.

4. As a result, the claimant did not receive pay for the contractual 4 week notice period or accrued holiday pay.

5. Whilst the claimant was contracted to work 20 hours per week, in the last 12 weeks of his employment he worked on average 36 hours per week at a rate of £9.50 per hour.

6. The claimant was entitled to average gross wages of £346 per week and average net wages of £312.74.

7. The respondent did not pay the claimant whilst he was suspended between 8 July 2022 and 20 July 2022. This was an unlawful deduction of the claimant's wages. The claimant is entitled to compensation of wages for 1.6 weeks at the gross rate of £346. This equates to a gross payment of £553.60.

8. The respondent did not pay the claimant for the contractual 4 week notice period between 20 July 2022 – 17 August 2022. This was a breach of the claimant's contract. The claimant is entitled to compensation of wages for 4 weeks at the gross rate of £346. This equates to a gross payment of £1384.

9. At the date of the final hearing on 11 January 2023 the claimant had secured new employment as a caretaker and was awaiting successful completion of safety checks before he started his new job. Therefore, I have determined that the claimant should be compensated for loss of wages up to 31 January 2023 to allow for completion of the safety checks.

10. The claimant is not entitled to a basic award in accordance with section 119 of the Employment Rights Act 1996 because he did not complete one year of employment with the respondent.

11. The claimant is entitled to a compensatory award from 18 August 2022 – 31 January 2023. The claimant is entitled to compensation for 24 weeks at the net rate of £312.74. This equates to a net payment of £7505.76

12. During the course of his employment the claimant took 9 days annual leave. The duration of the claimant's employment equated to 62% of the leave year. The claimant was entitled to 28 days annual leave each year. On termination of the claimant's employment, he had accrued 17 days leave. The claimant was therefore

entitled to a payment in lieu of 6 days annual leave on termination of his employment. This equates to a gross payment of £415.20.

Employment Judge Ainscough

Date: 14 August 2023

JUDGMENT SENT TO THE PARTIES ON

29 August 2023

FOR THE TRIBUNAL OFFICE

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Judgments and reasons for the judgments are published, in full, online at [www.gov.uk/employment-tribunal-decisions](http://www.gov.uk/employment-tribunal-decisions) shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.



## NOTICE

### THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990 ARTICLE 12

Case number: **2408293/2022**

Name of case: **Mr C Chapman** v **First Signs Limited**

Interest is payable when an Employment Tribunal makes an award or determination requiring one party to proceedings to pay a sum of money to another party, apart from sums representing costs or expenses.

No interest is payable if the sum is paid in full within 14 days after the date the Tribunal sent the written record of the decision to the parties. The date the Tribunal sent the written record of the decision to the parties is called **the relevant decision day**.

Interest starts to accrue from the day immediately after the relevant decision day. That is called **the calculation day**.

The rate of interest payable is the rate specified in section 17 of the Judgments Act 1838 on the relevant decision day. This is known as **the stipulated rate of interest**.

The Secretary of the Tribunal is required to give you notice of **the relevant decision day**, **the calculation day**, and **the stipulated rate of interest** in your case. They are as follows:

**the relevant decision day** in this case is: 29 August 2023

**the calculation day** in this case is: 30 August 2023

**the stipulated rate of interest** is: 8% per annum.

For the Employment Tribunal Office