



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr Adrain McGarry

**Respondent:** Amazing Glazing (Widnes) Limited

**Heard at:** Liverpool **On:** 15 August 2023

**Before:** Employment Judge Aspinall

## Representation

Claimant: in person

Respondent: no attendance, response not received.

# JUDGMENT

1. The claimant's claim for unfair dismissal is well founded and succeeds. He was made redundant by text message on 9 February 2023 after 4 years service as a window fitter. The respondent has not defended the claim, was given notice of the remedy hearing and was copied into the schedule of loss information provided to the tribunal and has chosen not to make representations nor attend.
2. The claimant's claim for breach of contract notice pay is well founded and succeeds. He was dismissed without notice.
3. The claimant claim for outstanding holiday pay is well founded and succeeds.
4. The claimant's claim for unauthorised deduction from wages, non payment of the week in hand he had worked and his last week of work is well founded, those were wages properly payable to him, and succeeds.

**The respondent is ordered to pay to the claimant £ 5621.00 made up as follows:**  
(and rounded to no decimal places)

Basic award of statutory redundancy pay  
4 years x 1 (under age 41) x £427.50 gross week's pay = £ 1710

Compensatory award

He made no claim for lost earnings.

Loss of statutory rights after 4 years service = £ 350

Breach of contract notice pay

4 weeks statutory notice

4 weeks x £ 355.86 net pay = £ 1423

Unauthorised deduction from wages

2 week's pay gross, 2 x £ 427.50 = £ 855

Outstanding holiday pay

Outstanding entitlement of three weeks

A week's gross pay £ 427.50 x 3 weeks = £ 1283

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Employment Judge Aspinall

Date: 15 August 2023

JUDGMENT SENT TO THE PARTIES ON

30 August 2023

FOR THE TRIBUNAL OFFICE

Notes

Reasons for the judgment having been given orally at the hearing, written reasons will not be provided unless a request was made by either party at the hearing or a written request is presented by either party within 14 days of the sending of this written record of the decision.

**Public access to employment tribunal decisions**

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



## NOTICE

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

Case number: **2403136/2023**

Name of case: **Mr A McGarry** v **Amazing Glazing  
(Widnes) Ltd**

Interest is payable when an Employment Tribunal makes an award or determination requiring one party 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: 30 August 2023

**the calculation day** in this case is: 31 August 2023

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

For the Employment Tribunal Office