



EMPLOYMENT TRIBUNALS

Claimant: Mrs T Wilson

Respondent: ABC Distribution Ltd

FINAL HEARING

Heard at: East London Hearing Centre (remotely by video)

On: 8 September 2023

Before: Employment Judge Shore

Appearances

For the claimant: In Person

For the respondent: No Appearance

JUDGMENT

1. The correct name of the respondent is ABC Distribution Ltd.
2. The claimant was employed by the respondent from 20 November 2006 to 30 December 2022, which was her effective date of termination of employment (EDT). At the EDT, the claimant was aged fifty-three and earned £526.50 per week gross. The claimant worked 39 hours per week and she was entitled to 12 weeks' notice.
3. The claimant's claim for a statutory redundancy payment is well-founded and succeeds. The claimant was dismissed by reason of redundancy and is entitled to a statutory redundancy payment. The respondent is ordered to pay to the claimant a redundancy payment calculated as 12 weeks x 1.5 x £526.50 plus 4 weeks x 1 x £526.50 = **£11,583.00**.
4. The claimant's claim for unauthorised deductions from wages (arrears of pay) in relation to the period between 16 December 2022 and 30 December 2022 is well-founded and succeeds. The respondent is ordered to pay to the claimant the unauthorised deduction calculated as 2 weeks x 39 hours x £13.50 per hour = **£1,053.00** subject to any required deductions for tax and national insurance provided that the respondent remits any such amount to His Majesty's Revenue and Customs and accounts to the claimant for any such payment.

5. The claimant's claim for unauthorised deductions from wages (holiday pay) is well-founded and succeeds. The respondent is ordered to pay to the claimant the unauthorised deduction calculated as 3 weeks x £526.50 per week = **£1,579.50** subject to any required deductions for tax and national insurance provided that the respondent remits any such amount to His Majesty's Revenue and Customs and accounts to the claimant for any such payment.
6. The claimant's claim for breach of contract (failure to pay notice pay) in relation to the termination of her employment by the respondent on 30 December 2022 is well-founded and succeeds. The respondent is ordered to pay to the claimant notice pay calculated as 12 weeks' x £526.50 = **£6,318.00** subject to any required deductions for tax and national insurance provided that the respondent remits any such amount to His Majesty's Revenue and Customs and accounts to the claimant for any such payment.
7. The claimant raised a grievance with the respondent on 9 January 2023. She received no response. I find that the respondent is in breach of the 2015 ACAS Code of Practice on Disciplinary and Grievance Procedures. I find that the respondent made no attempt whatsoever to comply with the Code. Under the authority of section 207A of the Trade Union and Labour Relations (Consolidation) Act 1992, I therefore apply the maximum uplift of 25% to the awards made in respect of unauthorised deduction from wages and breach of contract (the redundancy award cannot be uplifted) as follows:
 - 7.1 The award for unauthorised deductions from wages (arrears of pay) of £1,053.00 is uplifted by 25%, being the additional sum of **£263.25**.
 - 7.2 The award for unauthorised deductions from wages (holiday pay) of £1,579.50 is uplifted by 25%, being the additional sum of **£394.88**.
 - 7.3 The award for breach of contract (failure to pay notice pay) of £6,318.00 is uplifted by 25%, being the sum of **£1,579.50**.
 - 7.4 The respondent is ordered to the claimant the additional uplifted sums above subject to any required deductions for tax and national insurance provided that the respondent remits any such amount to His Majesty's Revenue and Customs and accounts to the claimant for any such payment.

Employment Judge Shore
Dated: 8 September 2023