



# EMPLOYMENT TRIBUNALS

**Claimant:** Mrs A Stoj

**Respondent:** The Den Hereford Limited

**Heard at:** Birmingham (by CVP)

**On:** 25 March 2024

**Before:** Employment Judge Flood

## REPRESENTATION:

**Claimant:** In person

**Respondent:** Did not attend

# JUDGMENT

1. The complaint of unauthorised deductions from pay contrary to Part II Employment Rights Act 1996 is well-founded. The respondent made an unauthorised deduction from the claimant's contractual pay in respect of:
  - a. contractual pay in respect of 15 hours worked during the period 11 June 2022 to 10 July 2022 in the sum of £225;
  - b. contractual pay in respect of 48.5 hours worked during the period 11 July 2022 in the sum of £724.50;
  - c. contractual pay in respect of 16.15 hours worked during the period 9 August 2022 and 19 September 2022 in the sum of £242.25;
  - d. contractual pay in respect of 6 hours worked during the period 11 November 2022 to 11 December 2022 in the sum of £90;
  - e. statutory sick pay in respect of the period 19 to 26 August 2022 in the sum of £99.35;
  - f. statutory sick pay in respect of the period 1 to 31 October 2022 in the sum of £397.40; and
  - g. statutory sick pay in respect of the period 11 November to 11 December 2022 in the sum of £99.35

The respondent therefore is ordered to pay to the claimant the gross sum of **£1,877.85** deducted from pay.

2. The complaint of breach of contract in relation to notice pay is well-founded. The claimant was employed between 4 June 2018 (as per her contract of employment) until 9 January 2023, which amounts to 4 full years. The respondent is ordered to pay the claimant the sum of **£960** as damages for breach of contract in respect of 4 weeks notice pay. This figure has been calculated using gross pay to reflect the likelihood that the claimant will be taxed upon it as Post Employment Notice Pay.
3. The complaint in respect of holiday pay is well-founded. The claimant took no paid holidays in the two years preceding the termination of her employment and is entitled to 5.6 weeks holiday pay for the years 2021 and 2022. The respondent was in breach of contract in failing to pay the claimant for such holidays accrued but untaken at the date employment terminated. The respondent therefore made an unauthorised deduction from the claimant's pay and is ordered to pay the claimant the gross sum of **£2,688**.
4. The total sum that the respondent must now pay to the claimant in respect of the above claims is **£5,525.85**.

Employment Judge Flood

25 March 2024

**Note**

Reasons for the judgment having been provided in summary above, full 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.

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