



EMPLOYMENT TRIBUNALS

Claimant

Miss J. Coles

Respondent

Best British Fish Ltd

AND

HEARD AT: Cambridge Tribunal
(via CVP)

ON: 12 December 2023

BEFORE: Employment Judge Douse (Sitting alone)

Representation:

For Claimant: In person

For Respondent: Mr. T. Hussain

RESERVED REMEDY JUDGMENT

1. The Respondent is ordered to pay the Claimant the gross sum of £265.30 in relation to unpaid SSP;
2. The Respondent is ordered to pay the Claimant the gross sum of £1,500 in respect of the basic award for unfair dismissal;
3. The Respondent is ordered to pay the Claimant the net sum of £5,712.05 in respect of the compensatory award for unfair dismissal;
4. The Recoupment Regulations do not apply.
5. The Respondent is ordered to pay the Claimant the gross sum of £351.30 in relation to accrued holiday pay

In respect of any gross amount, the respondent can comply with this element of the award by deducting and paying any relevant tax and national insurance, and by providing evidence that this has been paid, before paying the net amount to the claimant. If this is not done, the gross amount is payable to the claimant.

Interest accrues at a daily rate of 8% from the date of judgment, unless payment is made within 14 days.

REASONS

Background

1. A merits hearing took place on 21 July 2021. The Respondent did not attend, their response having been struck out on 16 June 2021, for not being actively pursued. In a reserved judgment dated 22 September 2021, I determined that the Claimant's dismissal was unfair. The remedy hearing was scheduled for 13 October 2021.
2. On 11 October 2021 the Respondent applied for reconsideration of the judgment. The Respondent was then directed to provide further information. Pending receipt and consideration of this, the remedy hearing was postponed.
3. No further correspondence was received from the Respondent, and a remedy hearing was listed for 4 August 2022. On the morning of that day, the Claimant requested an adjournment which was granted.
4. The remedy hearing was relisted for 8 September 2022, but no Notice of Hearing was sent to parties, so a further adjournment was necessary. The case remedy hearing was relisted for 10 February 2023.
5. The Respondent attended on 10 February 2023 and applied for the remedy hearing to be converted to a hearing to consider the application for reconsideration. I was persuaded that the reconsideration application was still outstanding, but there was insufficient time to deal with it in the remaining court time. A hearing to deal with the reconsideration application was therefore scheduled for 30 May 2023.
6. On that date I reconsidered the judgment, and upheld it, save for a change to the date on which the Claimant had been dismissed. In that regard, 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. However, I will set out a summary of the facts and conclusions as far as it is relevant and necessary for the remedy judgment.
7. A remedy hearing was listed for 14 August 2023. That morning, the Claimant emailed to say she could not attend because her granddaughter had been in an accident sustaining life-threatening injuries. She had requested that the hearing go

ahead without her, but there was insufficient available evidence without further oral evidence from the Claimant.

8. The hearing was rescheduled for 27 October 2023. Unfortunately, the Notice of Hearing was not sent, and the Claimant was not aware so could not attend because of work commitments. The hearing was rescheduled for 12 December 2023.

9. On 6 December 2023, the Tribunal sent the parties correspondence stating:

"The parties are reminded that ahead of the remedy hearing on 12th December, they are to provide the Tribunal (and each other) with the following:

Claimant

- *Full details of social security benefits received after dismissal from the Respondent (DWP statements/bank statements)*
- *Full details of job searches/applications/interviews after dismissal from the Respondent*
- *Details of employment since dismissal, including hours and salary, and copies of payslips*
- *Records of annual leave entitlement claimed to be accrued & untaken*
- *Records of holiday dates taken in the 2 years preceding dismissal*
- *Any other documentation relating to the amount of compensation being claimed*

Respondent

- *Any records obtained from the transferor in relation to annual leave entitlement and holiday dates taken by the Claimant in the 2 years preceding dismissal*
- *Any other documentation relevant to remedy"*

10. On 12 December 2023, no Portuguese interpreter was available in person, but one attended remotely via CVP.

Procedure, documents, and evidence heard

11. I had available to me all documentation provided throughout the proceedings, including:

- 11.1. The bundle provided by the Respondent's representatives;
- 11.2. Bank statements from the Claimant
- 11.3. Statements from the Respondent dated 10 February 2023 and 14 May 2023;
- 11.4. A statement from the Melissa Jayne Heath dated 14 May 2023;

12. The Respondent gave oral evidence at the hearings 30 May 2023 and 12 December 2023 and submissions, which are detailed below, were made on his behalf.
13. The Claimant gave oral evidence at the hearings on 21 July 2021, 30 May 2023 and 12 December 2023 (along with submissions which are detailed below), and was cross-examined by the Respondent.

Relevant facts

14. The Claimant was employed by the Respondent from 2 February 2015, including the period prior to a TUPE transfer that took effect on 28 February 2019.
15. The Claimant was off sick from January 2019, provided fit notes to the previous owner Mr. Thind, and received SSP of £92.05 each week. After the transfer, she continued to provide notes to the Respondent.
16. On 30 May 2023, I determined that the dismissal was unfair. The following aspects of the final hearing and judgment are relevant for the purposes of deciding the appropriate remedy:
 - 16.1. The Respondent had previously indicated to the transferor that he did not want the Claimant's employment to transfer to him;
 - 16.2. The Respondent accepted the Claimant's sick notes;
 - 16.3. Her last note was due to expire on 8 June 2019. Ahead of this, she attended the shop on 9 May 2019, when she was ultimately dismissed.
 - 16.4. On that date the Claimant was simply informed there was no work for her in her former role;
 - 16.5. The Respondent/another party present made a passing comment about other potential work, doing cleaning, which the Claimant interpreted as being "tongue-in-cheek"
 - 16.6. No process to end the Claimant's employment was followed
 - 16.7. Passing reference to possibly finding other work for the Claimant was not sufficient to amount to a genuine offer or start of a consultation process.
17. The Claimant was aged 58 and therefore had 4 full years of qualifying service when she was over 41 years of age.
18. The Claimant's claim form states that she was paid £250 gross (£231.82 net) per week and worked 25 hours per week [7].
19. The Claimant received income-related Employment and Support Allowance (ESA) between 12 March 2019 and 8 June 2019, at a rate of £73.10 per week. Thereafter, until December 2019 she received Job Seeker's Allowance, also at £73.10 per week. This is 42 weeks of state benefits.
20. Between March and December 2019, the Claimant therefore received a total of £3070.20 in benefits.

21. In mid-January 2020 the Claimant got a new job working for Golden Years Catering. She was working on average 30 hours per week and was paid £11 per hour. This exceeded her income at the respondent company, which equated to £10 per hour. On that basis, the Respondent's liability ends at the point where the Claimant secured the better paying job.
22. I also determined that the Respondent was liable to pay the Claimant for the holiday entitlement that had accrued but not been taken. Neither party had a written record of holidays requested/taken when the company was under previous ownership. Having dealt with the Claimant over a number of hearings, I had found her to be consistent and reliable in her evidence. Having preferred her evidence in relation to other matters, I had no reason to depart from that in relation to this issue. The relevant facts are therefore:
- 22.1. The Claimant was entitled to a total of 28 days holiday each year, pro rata, and therefore accrued 0.47 days holiday each month
 - 22.2. The Claimant carried over the equivalent of 5 days from the previous leave year;
 - 22.3. The Claimant clearly did not take any holiday from January 2019 to dismissal as she was off sick;
 - 22.4. The Claimant is entitled to holiday pay until the termination date.
23. The evidence in relation to the start/end of each leave year was inconsistent. In the earlier hearing it was said to be from February each year (this would be in line with when the Claimant's employment started). In the most recent hearing, it was expressed as possibly December to December, but the Claimant was unsure. I prefer the evidence that was closer in time to the claim, so will use February as the start date for each leave year.

Law

24. Employment Rights Act 1996

24.1. Section 112

"The remedies: orders and compensation.

...

(4) If no order is made under section 113, the tribunal shall make an award of compensation for unfair dismissal (calculated in accordance with sections 118 to 126) to be paid by the employer to the employee."

24.2. Section 118

"(1) Where a tribunal makes an award of compensation for unfair dismissal under section 112(4) or 117(3)(a) the award shall consist of—

(a) a basic award (calculated in accordance with sections 119 to 122 and 126), and

(b) a compensatory award (calculated in accordance with sections 123, 124, 124A and 126)."

24.3. Section 119

"Basic award

(1) Subject to the provisions of this section, sections 120 to 122 and section 126, the amount of the basic award shall be calculated by—

- (a) determining the period, ending with the effective date of termination, during which the employee has been continuously employed,*
- (b) reckoning backwards from the end of that period the number of years of employment falling within that period, and*
- (c) allowing the appropriate amount for each of those years of employment.*

(2) In subsection (1)(c) "the appropriate amount" means—

- (a) one and a half weeks' pay for a year of employment in which the employee was not below the age of forty-one,*
- (b) one week's pay for a year of employment (not within paragraph (a)) in which he was not below the age of twenty-two, and*
- (c) half a week's pay for a year of employment not within paragraph (a) or (b)."*

24.4. Section 122

"Basic award: reductions

...

(2) Where the tribunal considers that any conduct of the complainant before the dismissal (or, where the dismissal was with notice, before the notice was given) was such that it would be just and equitable to reduce or further reduce the amount of the basic award to any extent, the tribunal shall reduce or further reduce that amount accordingly."

24.5. Section 123

"Compensatory award.

(1) Subject to the provisions of this section and sections 124, 124A and 126, the amount of the compensatory award shall be such amount as the tribunal considers just and equitable in all the circumstances having regard to the loss sustained by the complainant in consequence of the dismissal in so far as that loss is attributable to action taken by the employer.

(2) The loss referred to in subsection (1) shall be taken to include—

- (a) any expenses reasonably incurred by the complainant in consequence of the dismissal, and*

(b)subject to subsection (3), loss of any benefit which he might reasonably be expected to have had but for the dismissal.

...

(4)In ascertaining the loss referred to in subsection (1) the tribunal shall apply the same rule concerning the duty of a person to mitigate his loss as applies to damages recoverable under the common law of England and Wales or (as the case may be) Scotland.

...

(6)Where the tribunal finds that the dismissal was to any extent caused or contributed to by any action of the complainant, it shall reduce the amount of the compensatory award by such proportion as it considers just and equitable having regard to that finding.”

25. Polkey v AE Dayton Services Ltd 1988 ICR 142, HL

When assessing the compensatory award for unfair dismissal, Tribunals are entitled to consider whether a reduction should be made on the ground that the lack of a fair procedure made no practical difference to the decision to dismiss.

26. Nelson v BBC (No.2) 1980 ICR 110, CA,

The Court of Appeal said that three factors must be satisfied if the tribunal is to find contributory conduct:

- the conduct must be culpable or blameworthy
- The conduct must have actually caused or contributed to the dismissal, and
- it must be just and equitable to reduce the award by the proportion specified.

27. The Employment Protection (Recoupment of Jobseeker's Allowance and Income Support) Regulations 1996

27.1. Regulation 3

“Application to payments and proceedings

(1) Subject to paragraph (2) below these Regulations apply -

(a) to the payments described in column 1 of the table contained in the Schedule to these Regulations, being, in each case, payments which are the subject of industrial tribunal proceedings of the kind described in the corresponding entry in column 2 and the prescribed element in relation to each such payment is so much of the relevant monetary award as is

*attributable to the matter described in the corresponding entry in column 3;
and*

(b) to payments of remuneration in pursuance of a protective award.

(2) The payments to which these Regulations apply by virtue of paragraph (1)(a) above include payments in proceedings under section 192 of the 1992 Act and, accordingly, where an order is made on an employee's complaint under that section, the relevant protective award shall, as respects that employee and to the appropriate extent, be taken to be subsumed in the order made under section 192 so that the provisions of these Regulations relating to monetary awards shall apply to payments under that order to the exclusion of the provisions relating to protective awards, but without prejudice to anything done under the latter in connection with the relevant protective award before the making of the order under section 192.

Duties of the industrial tribunals and of the Secretary of the Tribunals in respect of monetary awards

(1) Where these Regulations apply, no regard shall be had, in assessing the amount of a monetary award, to the amount of any jobseeker's allowance or any income support which may have been paid to or claimed by the employee for a period which coincides with any part of a period to which the prescribed element is attributable.

(2) Where the industrial tribunal in arriving at a monetary award makes a reduction on account of the employee's contributory fault or on account of any limit imposed by or under the 1992 Act or 1996 Act, a proportionate reduction shall be made in arriving at the amount of the prescribed element.

(3) Subject to the following provisions of this Regulation it shall be the duty of the industrial tribunal to set out in any decision which includes a monetary award the following particulars -

(a) the monetary award;

(b) the amount of the prescribed element, if any;

(c) the dates of the period to which the prescribed element is attributable;

(d) the amount, if any, by which the monetary award exceeds the prescribed element.

(4) Where the industrial tribunal at the hearing announces to the parties the effect of a decision which includes a monetary award it shall inform those parties at the same time of the amount of any prescribed element included in the monetary award and shall explain the effect of Regulations 7 and 8 below in relation to the prescribed element.

(5) Where the industrial tribunal has made such an announcement as is described in paragraph (4) above the Secretary of the Tribunals shall forthwith notify the Secretary of State that the tribunal has decided to make a monetary

award including a prescribed element and shall notify him of the particulars set out in paragraph (3) above.

(6) As soon as reasonably practicable after the Secretary of the Tribunals has sent a copy of a decision containing the particulars set out in paragraph (3) above to the parties he shall send a copy of that decision to the Secretary of State.

(7) In addition to containing the particulars required under paragraph (3) above, any such decision as is mentioned in that paragraph shall contain a statement explaining the effect of Regulations 7 and 8 below in relation to the prescribed element.

(8) The requirements of paragraphs (3) to (7) above do not apply where the tribunal is satisfied that in respect of each day falling within the period to which the prescribed element relates the employee has neither received nor claimed jobseeker's allowance or income support."

27.2. Schedule – table relating to monetary awards

"Column 1

Payment

...

Payments under an award of compensation for unfair dismissal in cases falling under section 112(4) (cases where no order for reinstatement or re-engagement has been made).

..."

27.3. Regulation 8

"Recoupment of Benefit

(1) Recoupment shall be initiated by the Secretary of State serving on the employer a recoupment notice claiming by way of total or partial recoupment of jobseeker's allowance, income-related employment and support allowance, universal credit or income support the appropriate amount, computed, as the case may require, under paragraph (2) or (3) below.

(2) In the case of monetary awards the appropriate amount shall be whichever is the less of the following two sums—

(a) the amount of the prescribed element (less any tax or social security contributions which fall to be deducted therefrom by the employer); or

(b)

(i) the amount paid by way of or paid as on account of jobseeker's allowance, income-related employment and support allowance or income support to the employee for any period which

coincides with any part of the period to which the prescribed element is attributable, or

(ii) in the case of an employee entitled to an award of universal credit for any period ("the UC period") which coincides with any part of the period to which the prescribed element is attributable, any amount paid by way of or on account of universal credit for the UC period that would not have been paid if the person's earned income for that period was the same as immediately before the period to which the prescribed element is attributable.

...

(4) A recoupment notice shall be served on the employer by post or otherwise and copies shall likewise be sent to the employee and, if requested, to the Secretary of the Tribunals.

(5) The Secretary of State shall serve a recoupment notice on the employer, or notify the employer that he does not intend to serve such a notice, within the period applicable, as the case may require, under paragraph (6) or (7) below, or as soon as practicable thereafter.

(6) In the case of a monetary award the period shall be—

(a) in any case in which the tribunal at the hearing announces to the parties the effect of its decision as described in Regulation 4(4) above, the period ending 21 days after the conclusion of the hearing or the period ending 9 days after the decision has been sent to the parties, whichever is the later; or

(b) in any other case, the period ending 21 days after the decision has been sent to the parties.

...

(8) A recoupment notice served on an employer shall operate as an instruction to the employer to pay, by way of deduction out of the sum due under the award, the recoupable amount to the Secretary of State and it shall be the duty of the employer to comply with the notice. The employer's duty under this paragraph shall not affect his obligation to pay any balance that may be due to the employee under the relevant award.

(9) The duty imposed on the employer by service of the recoupment notice shall not be discharged by payment of the recoupable amount to the employee during the postponement period or thereafter if a recoupment notice is served on the employer during the said period.

(10) Payment by the employer to the Secretary of State under this Regulation shall be a complete discharge in favour of the employer as

against the employee in respect of any sum so paid but without prejudice to any rights of the employee under Regulation 10 below.

(11) The recoupable amount shall be recoverable by the Secretary of State from the employer as a debt.

(12) For the purposes of paragraphs (2)(b)(ii) and (3)(b)(ii), "earned income" has the meaning given in regulation 52 of the Universal Credit Regulations 2013."

27.4. Regulation 10

"Provisions relating to determination of amount paid by way of or paid as on account of benefit

(1) Without prejudice to the right of the Secretary of State to recover from an employer the recoupable benefit, an employee on whom a copy of a recoupment notice has been served in accordance with Regulation 8 above may, within 21 days of the date on which such notice was served on him or within such further time as the Secretary of State may for special reasons allow, give notice in writing to the Secretary of State that he does not accept that the amount specified in the recoupment notice in respect of jobseeker's allowance, income-related employment and support allowance, universal credit or income support is correct.

(2) Where an employee has given notice in writing to the Secretary of State under paragraph (1) above that he does not accept that an amount specified in the recoupment notice is correct, the Secretary of State shall make a decision as to the amount of jobseeker's allowance, income-related employment and support allowance, universal credit or, as the case may be, income support paid in respect of the period to which the prescribed element is attributable or, as appropriate, in respect of so much of the protected period as falls before the date on which the employer complies with Regulation 6 above.

(2A) The Secretary of State may revise either upon application made for the purpose or on his own initiative a decision under paragraph (2) above.

(2B) The employee shall have a right of appeal to [the First-tier Tribunal]⁴ against a decision of the Secretary of State whether as originally made under paragraph (2) or as revised under paragraph (2A) above.

(2C) The Social Security and Child Support (Decisions and Appeals) Regulations 1999 shall apply for the purposes of paragraphs (2A) and (2B) above as though a decision of the Secretary of State under paragraph (2A) above were made under section 9 of the 1998 Act and any appeal from such a decision were made under section 12 of that Act.

(2D) In this Regulation “the 1998 Act” means the Social Security Act 1998.

(3) Where the Secretary of State recovers too much money from an employer under these Regulations the Secretary of State shall pay to the employee an amount equal to the excess.

(4) In any case where, after the Secretary of State has recovered from an employer any amount by way of recoupment of benefit, the decision given by the employment tribunal in consequence of which such recoupment took place is set aside or varied on appeal or on a re-hearing by the employment tribunal, the Secretary of State shall make such repayment to the employer or payment to the employee of the whole or part of the amount recovered as he is satisfied should properly be made having regard to the decision given on appeal or re-hearing.”

Submissions

28. The parties made oral submissions, which are summarised as follows:

Respondent

29. The Claimant was not dismissed on 9 May 2019, it was actually a resignation effective 8 June 2019;

29.1. The Claimant can only have known she was ready to work again in June;

29.2. The Claimant’s evidence has changed in this respect; invite the Tribunal to prefer the Respondent’s evidence

30. In the alternative it was a dismissal for Some Other Substantial Reason due to breakdown in the relationship;

31. Polkey – the Claimant would have been dismissed in any event; 100% deduction should apply

32. Contributory fault - 100% deduction for Claimant conduct;

33. No submissions on holiday pay

Conclusions

34. Applying the facts to the law, I make the following conclusions:

SSP

35. The Claimant would have continued to be entitled to SSP until her fit note expired on 8 June 2019.

36. She received state benefits during that period that amounted to £18.95 less each week than the SSP entitlement. The Respondent is liable to pay her this amount for each of the 14 weeks in this period.

37. The total amount of this element is £265.30.

Unfair dismissal

Basic award

38. As the Claimant was aged over 41 for each of the four full years he was employed by the Respondent, she is entitled to 1.5 weeks' pay for each of those years.

Compensatory award

39. As the remedy hearing took place more than 1 year after the dismissal, there is no separation between immediate and future loss. The **maximum** the Claimant would be entitled to is 52 weeks' pay.

40. The Claimant obtained a new job in mid-January 2020, which paid more than her previous job. The compensatory award is therefore limited to 15 January 2020.

41. Additionally, as the Claimant was already receiving SSP at the point of the transfer, and would have continued to receive it until expiry of her sicknote, she cannot begin to be entitled to the full compensatory amount until she would have returned to work.

Adjustments

42. The following categories of potential adjustment apply

42.1. Mitigation of losses:

42.1.1. Earnings

42.1.1.1. The Claimant had no earnings until January 2020. She then secured a better paying job, and the Respondent's liability ended. Therefore, no deduction to the compensatory award is appropriate.

42.1.1.2. The Claimant mitigated her losses as far as possible, and therefore no deduction to the compensatory award is appropriate.

42.2. Polkey:

If a fair process had occurred, would it have affected when the claimant would have been dismissed?

42.2.1. The fair process would have required some degree of a redundancy process. That would clearly have affected the termination date.

42.2.2. However, it was not a complex case and there were less than 20 employees, so this should not have had any *significant* effect on the dismissal date.

What is the percentage chance that a fair process would still have resulted in the claimant's dismissal?

42.2.3. I note that Mr. Fernandes had always indicated he had no desire to take over Mr. Thind's staff.

42.2.4. However, his evidence to the Tribunal was that he had offered to find some sort of work, specifically cleaning, for the Claimant. Had this been a meaningful offer, it would have formed part of a redundancy consultation, but that did not occur.

42.2.5. In any event, the Claimant interpreted this as tongue-in-cheek. Given her work history and the work she went on to do in catering, it is unlikely that she would have remained with the Respondent in a role such as cleaner that was far removed from the role she had held.

42.2.6. Taking everything into account, I determine that there is a 50% chance that the Claimant would still have been dismissed if a fair process had been followed. The compensatory award will therefore be reduced by that percentage.

42.3. ACAS uplift

42.3.1. The Respondent failed to follow any sort of process in relation to the Claimant. This was unreasonable given that information is easily accessible online, for example on the ACAS website. I take account of the fact that English is not his first language, but there are translation tools available, and he has managed sufficiently to purchase a business.

42.3.2. Having said this, I have no reason to believe that the failure was intentional, and he was clearly inexperienced.

42.3.3. Taking everything into account, the appropriate uplift is therefore 10%.

42.4. Contributory conduct

42.4.1. Culpable or blameworthy conduct

42.4.2. No conduct was identified, save for not engaging in a conversation about cleaning work.

42.4.3. Just and equitable reduction

42.4.3.1. As there is some overlap between the factors here and for the Polkey deduction, I have carefully considered if a deduction for contributory conduct is just and equitable.

42.4.3.2. Taking account of the nature of the alleged contributory conduct, it is not just and equitable to reduce the compensatory award.

Recoupment

43. As the Claimant received JSA and income-related ESA, the compensatory award would usually be subject to recoupment. However, as the period for which the Claimant received those benefits was within a period where she would have been in receipt of SSP, and this has been calculated as a separate award, the compensatory award does not fall within the prescribed period.

Calculation

44. Basic award

A weeks' **gross** pay = £250
x 1.5 weeks = £375
x 4 years as over 41
= £1500

45. Compensatory award

A week's **net** pay = £231.82
Loss of earnings = 32 weeks' (10 June 2019 – 17 January 2020) pay x £231.82 =
£7,418.24

Deductions

- a. Earnings = £0
- b. Polkey deduction = 30% (£2,225.47)
= £5,192.77
- c. ACAS uplift = 10% (£519.28)
= £5,712.05
- d. Contributory conduct deduction = 0
= £5,712.05

46. Recoupment

The Recoupment Regulations do not apply.

Holiday pay

Carried over holiday

47. As the Claimant's worked 25 hours per week, this is 0.625 pro rata of a full-time role. As a fulltime worker would be entitled to 28 days (5.6 weeks) leave, the Claimant's entitlement would equate to 17.5 days (3.5 weeks) per holiday year.
48. 5 days is 29% of 17.5 days.
49. In order to calculate the holiday pay rate, it is necessary to use the hours worked rather than days, using the usual rate of 12.07% of the hours worked in a pay period.
50. Hourly this would mean that the Claimant's 3.5 weeks = 87.5 hours; 29% of this is 25.38 hours.
51. $25.38 \times £10 \text{ per hour} = \textbf{£253.80}$

Accrued holiday

52. In order to calculate the holiday pay rate, it is necessary to use the hours worked rather than days, using the usual rate of 12.07% of the hours worked in a pay period.
- $25 \text{ hours} \times 12.07\% / 100 = 3.02$
 $= 3 \text{ hours accrued per pay period}$

In the period February 2019 – 9 May 2019, there are 3.35 pay periods

$3.25 \times 3 \text{ hours} = 9.75 \text{ hours}$

$9.75 \text{ hours} \times £10 \text{ per hours} = \textbf{£97.50}$

53. In total, the Claimant is owed £351.30 in unpaid holiday.

Summary

54. The Respondent is ordered to pay the Claimant the following sums:
- 54.1. £265.30 gross sum in relation to unpaid SSP;
 - 54.2. £1,500 gross in respect of the basic award for unfair dismissal;
 - 54.3. £5,712.05 net in respect of the compensatory award for unfair dismissal;
 - 54.4. £351.30 gross, in relation to accrued holiday pay
55. Finally, I am aware that the Regional Employment Judge has written to the parties in general terms about the delay in this judgment being completed. I would like to take this opportunity to apologise to the parties and their representatives for the time that this has taken. I am grateful for the patience of all involved. The delay has been caused by my ill health, and I have finalised and promulgated the judgment as soon practicable.

Employment Judge K Douse

Dated: 13 January 2025

Sent to the parties on: 14 January 2025

For the Tribunal Office