



# EMPLOYMENT TRIBUNALS

**Claimant:** Miss L Pinkney

**Respondent:** Amico Coffee Limited

## JUDGMENT

### Employment Tribunals Rules of Procedure 2024 – Rule 22

1. The complaint of unauthorised deductions from wages is well-founded. The respondent shall pay the claimant **£473** which is the gross sum deducted. The respondent is responsible for the payment of any tax or National Insurance.
2. The complaint of breach of contract in relation to notice pay is well-founded. The respondent is ordered to pay the claimant the sum of **£627.68** as damages for breach of contract. This figure has been calculated using gross pay to reflect the possibility that the claimant will have to pay tax on it as Post Employment Notice Pay.
3. The unfair dismissal complaint is well-founded. The claimant was unfairly dismissed.
4. The respondent unreasonably failed to comply with the ACAS Code of Practice on Disciplinary and Grievance Procedures 2015 and it is just and equitable to increase the compensatory award payable to the claimant by 10% (as per the claimant's schedule of loss) in accordance with s 207A Trade Union & Labour Relations (Consolidation) Act 1992.
5. The respondent shall pay the claimant the following sums in relation to the claim of unfair dismissal:
  - a. a basic award of **£313.84**.
  - b. A compensatory award of **£2,683.21** (comprising £2,439.28 for loss of earnings and a 10% ACAS uplift of £243.93)
6. The complaint in respect of holiday pay is well-founded. The respondent made an unauthorised deduction from the claimant's wages by failing to pay the claimant for holidays accrued but not taken on the date the claimant's employment ended. The

respondent shall pay the claimant **£156.64**. The claimant is responsible for paying any tax or National Insurance.

7. When the proceedings were begun the respondent was in breach in its duty to provide the claimant with a written statement of employment particulars. There are no exceptional circumstances that make an award of an amount equal to two weeks' gross pay unjust or inequitable. In accordance with section 38 Employment Act 2002 the respondent shall therefore pay the claimant **£627.68**.
8. The total amount payable by the respondent to the claimant under this judgment is **£4,882.05**.
9. The hearing listed on **23 and 24 June 2025** is cancelled.

Approved by Employment Judge M Butler

Date: 12 February 2025

JUDGMENT SENT TO THE PARTIES ON

26 February 2025

AND ENTERED IN THE REGISTER

FOR THE TRIBUNAL OFFICE



## NOTICE

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

Case number: **6009314/2024**

Name of case: **Miss L Pinkney** v **Amico Coffee 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: 26 February 2025

**the calculation day** in this case is: 27 February 2025

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

For the Employment Tribunal Office