



EMPLOYMENT TRIBUNALS

Claimant: Mrs A Handley
Respondent: Handley Steel Limited
Heard at: West Midlands Employment Tribunal (by CVP)
On: 24 September 2025
Before: Employment Judge Chivers

Representation

Claimant: In person
Respondent: Did not attend

JUDGMENT

1. The complaint of **unfair dismissal** under Part X Employment Rights Act 1996 is well-founded. The claimant was unfairly dismissed. The respondent is ordered to pay to the claimant the following –
 - a. A basic award in the sum of £7,615.20
 - b. A compensatory award in the sum of £3,901.25 (which includes a 25% ACAS uplift)
2. The complaint of **breach of contract** is well-founded. The respondent is ordered to pay the claimant
 - a. the sum of £4,536.45 damages for breach of contract in relation to notice pay and benefits (which includes a 25% ACAS uplift).
 - b. the sum of £1,093.05 damages for breach of contract in respect of the failure to provide private medical insurance during the period 1 June 2024 to 5 October 2024 (which includes a 25% ACAS uplift).

These figures have 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 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 wages in the period 1 June 2024 to 5 October 2024. The respondent shall pay the claimant the gross sum of £5,711.63 deducted from pay (which includes a 25% ACAS uplift).

4. The complaint in respect of **holiday pay** is well-founded. The respondent failed to pay the claimant in accordance with regulation 14(2)/16(1) of the Working Time Regulations 1998. The respondent is ordered to pay to the claimant the gross sum of £1,358.10 (which includes a 25% ACAS uplift)
5. 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 compensation payable by 25% pursuant to section 207A Trade Union and Labour Relations (Consolidation) Act 1992 as set out above.
6. The respondent failed in its duty to provide the claimant with a written statement of the main terms and conditions of employment complying with section 1/section 4 Employment Rights Act 1996. Pursuant to section 38 of the Employment Rights Act 2002, the above award is increased by the sum of £507.74, being two weeks' gross pay.
7. The recoupment provisions do not apply.

Approved by:

Employment Judge Chivers

24 September 2025

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. If written reasons are provided they will be placed online.

All judgments (apart from judgments under Rule 51) and any written reasons for the judgments are published, in full, online at <https://www.gov.uk/employment-tribunal-decisions> shortly after a copy has been sent to the claimants and respondents.

If a Tribunal hearing has been recorded, you may request a transcript of the recording. Unless there are exceptional circumstances, you will have to pay for it. If a transcript is produced it will not include any oral judgment or reasons given at the hearing. The transcript will not be checked, approved or verified by a judge. There is more information in the joint Presidential Practice Direction on the Recording and Transcription of Hearings and accompanying Guidance, which can be found here:

www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/