



EMPLOYMENT TRIBUNALS

Claimant: Mrs L Shayler

Respondent: Scotia Contracting UK Limited

FINAL HEARING

Heard at: Birmingham

On: 5 April 2019

Before: Employment Judge Camp

Appearances

For the claimant: Mr R Ennis, solicitor

For the respondent: Mr P Martin, lay representative (consultant)

JUDGMENT

BY CONSENT:

1. The respondent's name is amended to – as above – Scotia Contracting UK Limited.
2. The claimant was unfairly dismissed and the reason for dismissal was redundancy.
3. The claimant is awarded compensation for unfair dismissal.
4. The claimant's basic award is £2,032.00.
5. The claimant was wrongfully dismissed (i.e. dismissed in breach of contract) and, giving credit for sums already paid but not taking into account any uplift under section 207A of the Trade Union and Labour Relations (Consolidation) Act 1992 ("section 207A"), is awarded £204.00 in damages.
6. The claimant is entitled to compensation for accrued but untaken annual leave under the Working Time Regulations 1988 in the sum (not taking into account any uplift under section 207A) of £1,059.79.

NOT BY CONSENT:

7. There shall be no reduction to the claimant's unfair dismissal compensatory award pursuant to the so-called 'Polkey principle' (see Polkey v AE Dayton Services Ltd [1987] UKHL 8).
8. The claimant's compensatory award is assessed in the sum of £519.00.

9. When these proceedings were begun, the respondent was in breach of its duty under section 1(1) of the Employment Rights Act 1996 and the claimant is awarded the sum of £1,018.00, being two weeks' pay, in accordance with section 38 of the Employment Act 2002.
10. The awards for wrongful dismissal and for accrued but untaken annual leave are increased by 10 percent, pursuant to section 207A.
11. Taking all of the above into account, the respondent must pay the claimant a total sum of **£4,979.17** (£2032 + £204 (+ 10%) + £1,059.79 (+ 10%) + £519 + £1,038).
12. This Judgment was made and took effect on 5 April 2019.

Signed by Employment Judge Camp

Dated: 9 April 2019

Note: reasons for the Judgment were given orally at the hearing. Written reasons will not be provided unless asked for by a written request presented within 14 days of the sending of this decision to the parties.