

THE INDUSTRIAL TRIBUNALS

CASE REF: 1386/12

CLAIMANT: Thomas Knocker

RESPONDENT: Abbey Insulation Limited

DECISION

The unanimous decision of the of the tribunal is that;-

- (1) the claimant was unfairly dismissed and it awards him compensation of £15,571.06;
- (2) the respondent pay to the claimant £1076.76 for failure to provide the claimant with a written statement of his main terms and conditions of employment;
- (3) the tribunal does not have power to attach conditions to the order for costs against the respondent and in favour of the claimant of £2946.54 made by the President on 31 January 2013; and
- (4) the tribunal dismisses the claimant's claim for an unlawful deduction from wages.

Constitution of Tribunal:

Chairman: Mr B Greene

Members: Mrs E Torrans
Mr J Law

Appearances:

The claimant was represented by Mr N Richards, of counsel, instructed by Worthingtons Solicitors.

The respondent was represented by Mr T Sheridan of Peninsula Business Services Limited.

Sources of evidence

1. The tribunal heard evidence from the claimant and on behalf of the respondent from Brendan McCrea. The tribunal also received two bundles of documents amounting to 178 pages.

The claim and defence

2. The claimant claimed unfair constructive dismissal, an unlawful deduction from wages and that the respondent had failed to provide him in writing with a statement of his main terms and conditions of employment. The respondent denied the claimant's claims in their entirety.

The issues

3. The issues to be determined by the tribunal were:-
 - (1) Was the claimant unfairly constructively dismissed by the respondent?
 - (2) If the dismissal was unfair what is the appropriate remedy?
 - (3) Did the claimant suffer an unlawful deduction from wages by not being paid his full salary during sick leave?
 - (4) Whether the respondent failed to provide to the claimant written particulars of his main terms and conditions of employment.
 - (5) If the respondent failed to provide written particulars of his main terms and conditions of employment is the claimant entitled to any remedy and if so what is the quantum of the remedy?
 - (6) Whether a date should be set for the respondent to pay costs to the claimant of £2946.86 ordered by the President on 31 January 2013 when she adjourned the hearing then listed for 11 to 15 February 2013.

Findings of fact

4.
 - (1) The respondent employed the claimant from January 2009 until 17 May 2012 as a sales consultant rising to sales manager in July 2009. The claimant was born on 5 July 1976. He earned per week £403.78 net and £538.38 gross.
 - (2) The respondent carries out cavity insulation, pipe insulation and general insulation work. It employs three sales representatives and one sales assistant. Its premises formerly were at Hollywood but moved to Larne on 21 October 2011.
 - (3) Mr Brendan McCrea, the manager, director and owner of the respondent company, also owns an associated company, Warmfill Ltd, which manufactures the insulation materials.

- (4) The respondent engaged the services of Peninsula Business Services Limited to draft and supply a company handbook and contracts of employment for staff in early 2011.
- (5) Although the claimant was aware of the work done by Peninsula Business Services he was not provided with written particulars of his main terms and conditions of employment despite requesting them. In so concluding the tribunal had regard to the following matters;-
 - (a) The claimant denies he was provided with a written statement of his main terms and conditions of employment.
 - (b) Although it was asserted that he was so supplied there was not any evidence to that effect adduced by the respondent. The respondent invited the tribunal to conclude that because a handbook and blank contracts had been prepared for the respondent that they must have been given to the claimant.
 - (c) The respondent was unable to provide the original contract. It asserted, but did not support with any evidence, that it had not been returned signed by the claimant.
 - (d) Nor was the respondent able to produce an unsigned copy of the contract offered to the claimant.
 - (e) The respondent sought to explain the absence of a copy of the claimant's contract by reason of the move of premises from Hollywood to Larne. Yet it was able to produce the claimant's personnel file in which the documents should have been attached but without any contractual documents.
- (6) The claimant believed that his relationship with Mr McCrea was good and that he was good at his job.
- (7) For some 10 months prior to July 2011 the claimant and a colleague Mr McMeekin had been negotiating with Mr McCrea to purchase the business from him.
- (8) Around June/July 2011 the negotiations ended without a purchase. Mr McCrea was deeply disappointed that the claimant had not purchased the respondent company.
- (9) The respondent closes for two weeks in July. Mr McCrea was off on holiday for July and did not return to work until 2 August 2011.
- (10) The claimant believed that the relationship between himself and Mr McCrea changed from the latter's return from holiday in August 2011. He believed the change was due to the failure to purchase the business. The change manifested itself, he contended, by Mr McCrea ignoring him.

- (11) On 18 October 2011 a meeting of staff from the respondent company and Warmfill Ltd took place at Larne. Present were Mr McCrea; the claimant; Cathal McGlone, employed by Warmfill Ltd to develop sales in the south of Ireland; Victor Bridges, Warmfill Ltd's factory manager; Heather Parker, the respondent's office manager; and Laura Dunne an administrative clerk/receptionist for the respondent company.
- (12) Prior to the meeting Heather Parker, who had travelled to the meeting with Mr McCrea, informed everyone, in the absence of Mr McCrea, that the latter had declared that he was going to tear strips off a certain person and that he would be very surprised if that person did not leave the meeting. As she said that she nodded in the direction of the claimant.
- (13) At the meeting Mr McCrea expressed concerns about a number of matters at both Warmfill Ltd and the respondent company. A number of employees spoke, including the claimant.

Minutes of the meeting were taken. The tribunal accepts the minutes as an accurate account of what had happened.

- (14) Mr McCrea appeared to be critical of the claimant. The claimant stated Mr McCrea had changed the sales target from £20,000 to £30,000 prior to the meeting without consulting the claimant, who was manager of the sales team. After that statement by the claimant Mr McCrea said that there was a lot of room for improvement. He followed that up by asking the claimant if he thought he was fulfilling his position to which the claimant responded that he was doing his best.

The claimant made a number of criticisms; that he should be allowed to manage; that Mr McCrea was constantly undermining him; that morale was extremely low because a staff member was dismissed and only part of his duties were undertaken by Heather Parker the remainder being left to the claimant; that Mr McCrea was putting more duties on to him; that sales needed to be got in; and that the company needed to get moving. The claimant felt belittled in front of all the other staff members.

- (15) The claimant called a meeting for 19 October 2011 with Brendan McCrea to discuss the meeting of the 18 October 2011 because he believed he had been badly treated by Mr McCrea. Frances Neal was in attendance as note taker.

According to the minutes, which the tribunal accepts are an accurate account, the claimant complained that he had been singled out at the meeting on 18 October 2011, which was not denied; that he was not allowed to manage; that being humiliated in front of other staff was bad; that he was singled out for negative comment, which was not denied; that his relationship with Mr McCrea had turned sour since the unsuccessful attempt by the claimant to purchase the respondent company and the claimant's purchase of another business for his partner; that he was being driven out of the company; that Cathal McGlone was rumoured to be the new head of the company and had allegedly asked P Mooney to ask if a sales manager was really necessary, about which Mr McCrea denied knowledge. The latter

agreed to take the matter up with Cathal McGlone and ensure he would receive a written warning. In the course of the meeting Mr McCrea stated that he had the utmost respect for the claimant as a colleague and friend; that he was as good a sales man as the respondent had ever had and that he had not set out to vilify him.

- (16) On 20 October 2011 the claimant and Mr McCrea were present at or about the claimant's desk. The claimant alleges that Mr McCrea was very belligerent towards him shouting and growling at him and clenching his fists. The subject of his anger, he alleges, was the way the sales team was performing. Mr McCrea denies that any such exchange occurred.
- (17) The claimant obtained a doctor's sick line for 27 October 2011 to 9 November 2011 due to stress in the workplace. He was not sleeping properly and was suffering from heart palpitations. His sick line was renewed. The claimant never returned to work.
- (18) Following an initiative from Brendan McCrea the claimant met Brendan McCrea on 9 November 2011 at the Blue Chicago Grill in Larne to try and resolve their differences informally. Victor Bridges was in attendance at the insistence of the claimant. Brendan McCrea wanted the meeting and its contents to remain private. At the meeting mainly the same topics, discussed at the meeting of 19 October 2011, were raised again. There was little or no agreement between the claimant and Mr McCrea.
- (19) Victor Bridges phoned the claimant on 17 November 2011 to tell him that Richard Slingsby, Warmfill's equivalent to Cathal McGlone in Britain, wanted to speak to him. Victor Bridges also led the claimant to understand that he would only receive statutory sick pay during his sick leave. The claimant believed he should have received basic salary while on sick leave as had happened in the past to him and Iselle Greenaway.
- (20) By letter dated 17 November 2011 the claimant raised a grievance with the respondent. In the grievance the claimant raised the points he had raised at the meeting on 19 October 2011 and the incidents that had happened since that date, including Mr McCrea and Iselle Greenaway phoning him and his partner at home while he was off work sick and requiring him to return the respondent's van.
- (21) On 9 December 2011 a grievance meeting was held. The grievance officer was John Dickey who, at that time was not an employee of the respondent but, had done some HR work for the respondent under a contract for services. Present at the meeting were the claimant; his representative, Victor Bridges; John Dickey, the grievance officer; and Ms A Munn, note-taker.
- (22) The grievance meeting addressed the claimant's grievances, as set out in his letter of 17 November 2011, which were mainly a repetition of the complaints previously made by the claimant. During the meeting John Dickey's approach was hostile to the claimant, and resembled a cross-examination of him. His approach manifested an excessive defensiveness of the respondent, advancing his personal opinions without any basis for those

opinions and at times he asked inappropriate questions. The investigation was defective in that he did not speak to Cathal McGlone at all and he was an employee of the respondent until January 2012. He could also have spoken to Paul Mooney or Jim Meekin but did not do so. Nor did he obtain a statement from Mr McCrea.

- (23) John Dickey sent his decision to the claimant by letter dated 19 January 2012. In his decision he rejected the claimant's grievances in their entirety. In arriving at his conclusion he relied on information supplied to him by Brendan McCrea. Mr Dickey was not called to give evidence to the tribunal.

On the basis of the evidence presented to the tribunal it appears that Mr McCrea briefed Mr Dickey before the grievance meeting. He may also have given clarification after the meeting on some points during one or maybe more than one phone call, the contents of which he could not remember. The fact of information supplied to Mr Dickey before the grievance hearing was not declared to the claimant nor was he told what Mr McCrea had said nor given an opportunity to comment on what Mr McCrea had said. There was not any investigation or statement taken from Mr McCrea after the claimant had made his grievances to Mr Dickey or before the grievance meeting.

- (24) The claimant appealed the decision of Mr Dickey by letter of 15 February 2012. In his appeal he challenged the findings of Mr Dickey.
- (25) The claimant's grievance appeal hearing took place on 23 March 2012. The claimant was accompanied by Victor Bridges. Rebecca Irvine attended as a note-taker and the grievance appeal was chaired by John Geary who was selected by the respondent having been suggested by John Dickey. Mr Geary was not an employee of the respondent and was unknown to the respondent. He was not called to give evidence.
- (26) The claimant criticises the appeal because he alleges John Geary did not listen to him; that he did not have an opportunity to fully state his case; and that he did not carry out a proper investigation, including speaking to Brendan McCrea.
- (27) John Geary informed the claimant by letter, dated 11 April 2012 and received by the claimant on 16 April 2012, that he rejected the claimant's appeal and upheld John Dickey's conclusions.
- (28) On 26 April 2012 the claimant resigned giving the respondent three weeks' notice. He gave three weeks notice as he believed he was required to do so according to the law. The claimant resigned for largely the same reasons he had put in his grievance and for the way the grievance was handled from start to finish. Before resigning the claimant had sought legal advice from his solicitor.
- (29) Brendan McCrea wrote to the claimant on 1 May 2012, inviting him to reconsider his resignation and offering to set up a grievance meeting with him. The claimant did not reply as he did not wish to reconsider his

resignation nor go through another grievance hearing because he believed it would be a repeat of what had gone on during the previous months. The claimant's employment with the respondent terminated on 17 May 2012 and he was paid until that date.

- (30) The claimant was on sick leave from 25 October 2011 and was paid statutory sick pay of £85.85 per week. He received jobseeker's allowance from 19 July 2012. Prior to that he had not made a claim as he was looking after his father who was seriously ill, and he was being financially supported by his partner.
- (31) The claimant claims full pay for his time off work minus the statutory sick pay received by him. He had previously received full pay on two previous days absence through sickness.

The respondent denies that employees are entitled to full pay when off on sick leave. It further denied that employees received full pay when on sick leave. However Mr McCrea accepted that the claimant had received full pay for previous sick leave which he says was only a day or two. He also accepted that Iselle Greenaway had received full pay for two weeks when on sick leave but that was because of the death of her father.

- (32) The tribunal is satisfied that the claimant made efforts to secure other employment. He secured other employment from 19 September 2012 and earned per week £316.90 net.
- (33) Victor Bridges attended the tribunal under a witness summons. Both parties agreed to his release and neither party sought to call him as a witness.
- (34) The claimant relies on a breach of the implied term of trust and confidence in support of his claim for constructive dismissal.

The Law

- 5. (1) A breach of contract arises when the employer breaches any term of the claimant's contract of employment whether that term is an express term or an implied term or arises by operation of law.
- (2) To establish a constructive dismissal that is unfair the claimant must prove that:-
 - (a) there was a breach of his contract of employment,
 - (b) the breach went to the core of the contract,
 - (c) the breach was the reason or principal reason for his resignation,
 - (d) he did not delay in resigning after the breach occurred, and
 - (e) in all the circumstances the respondent acted unreasonably.

- (3) The breach of contract can be a breach of an express term of the contract or breach of an implied term or both.
- (4) Implied terms of the contract include:-
 - (a) a breach of the duty of trust and confidence;
 - (b) a breach of the duty of co-operation and/or support;
 - (c) a breach of the duty promptly to address grievances; and
 - (d) a breach of the duty to provide a suitable working environment (**Harvey on Industrial Relations and Employment Law D1 [429] to [479]**).
- (5) A breach of the implied term of trust and confidence can be by a single act of the employer or a course of conduct by the employer over a period of time.
- (6) Where a course of conduct is relied upon it is not necessary that any single act itself amounts to the breach of the implied term of trust and confidence but the course, cumulatively, must amount to the breach of the implied term.
- (7) Where a constructive dismissal claim arises from alleged breach of the implied term of trust and confidence, where the employee leaves in response to conduct carried on over a period of time, the particular incident which causes the employee to leave may in itself be insufficient to justify his taking that action, but when viewed against the background of such instances it may be considered sufficient by the court to warrant treating the resignation as a constructive dismissal. It may be the “last straw” which causes the employee to terminate a deteriorating relationship. (**Harvey on Industrial Relations and Employment Law D1 [480]**).
- (8) However, in **Omilaju v Waltham Forest London Borough Council** [2005] IRLR 35 the Court of Appeal held that where the alleged breach of the implied term of trust and confidence constituted a series of acts the essential ingredient of the final act was that it was an act in a series the cumulative effect of which was to amount to the breach. It follows that although the final act may not be blameworthy or unreasonable it had to contribute something to the breach even if relatively insignificant. As a result, if the final act did not contribute or add anything to the earlier series of acts it was not necessary to examine the earlier history. (**Harvey on Industrial Relations and Employment Law D1 [481.01]**).
- (9) There is no fixed time within which the employee must make up his mind. A reasonable period is allowed. It depends on all the circumstances including the employee’s length of service ..., the nature of the breach, and whether the employee has protested at the change. Mere protest will not, however, prevent an inference that the employee has waived the breach, although a clear reservation of right might do so ... (**Harvey on Industrial Relations and Employment Law D1 [524]**).

- (10) Even where there is a breach, the employee may choose to give the employer the opportunity to remedy it. The employer will not then be prejudiced if he delays resigning until the employer's response is known ... **(WEC Cox Toner (International) Ltd v Crooke [1981] IRLR 433)**. (*Harvey on Industrial Relations and Employment Law D1 [523.01]*).
- (11) An employer is required to provide an initial written statement of particulars of employment covering specified matters and a written statement of any subsequent changes to any of those particulars (Article 33(1) and 36(1) of The Employment Rights (Northern Ireland) Order 1996).
- (12) A tribunal shall make a minimum award of two weeks' gross pay, or if, in all the circumstances it considers it just and equitable to do so, four weeks' gross pay where an employer fails to provide the written statement of particulars of employment or subsequent changes to any of those particulars (Article 27 The Employment (Northern Ireland) Order 2003).
- (13) Article 27 does not apply if there are exceptional circumstances which would make an award or increase unjust or inequitable (Article 27(5) The Employment (Northern Ireland) Order 2003).
- (14) The right to a payment under Article 27 of The Employment (Northern Ireland) Order 2003 only applies where the claimant has been successful in another claim before the tribunal in the instant proceedings (Article 27(2) The Employment (Northern Ireland) Order 2003).
- (15) There is no power to attach conditions to an order under Rule 39(1)(b) of The Industrial Tribunals (Constitution and Rules of Procedure) Regulations (Northern Ireland) 2005 either with regard to the payment of costs or otherwise (**Cooper v Weatherwise (Roofing and Walling) Ltd [1993] ICR 81, EAT**)... (*Harvey on Industrial Relations and Employment Law P1 [758]*).

Application of the law and the findings of fact to the issues

- 6. (1) To ground his claim for constructive dismissal the breach of contract upon which the claimant relies is a breach of the implied term of trust and confidence.
- (2) In general the tribunal did not find Mr McCrea's evidence impressive. His evidence was frequently contradictory, even contradicting his own statements to the tribunal within minutes; vague; general; lacking in detail; evasive; had to be prised from him at times; and on a number of points lacked credibility. While the claimant's evidence was not without its difficulties and at times was vague it tended to be more coherent than that of Mr McCrea. Where there was a straight conflict between the claimant and Mr McCrea the tribunal tended to prefer the evidence of the claimant.
- (3) The tribunal is satisfied that the respondent breached the implied term of trust and confidence. In so concluding the tribunal had regard to the following matters;-

- (a) The relationship between the claimant and Mr McCrea deteriorated from around August 2011. The background to that deterioration was that Mr McCrea was disappointed that the claimant had not purchased the respondent company from him after months of negotiations.
- (b) The tribunal accepts that Heather Parker did identify the claimant as the person Mr McCrea was going to tear strips off at the meeting on 18 October 2011. Neither Ms Parker nor anyone else at the meeting was called to challenge the claimant's account. Mr McCrea was not present when the conversation took place.

Although Mr McCrea denied making the comment to Ms Parker prior to the meeting the respondent failed to take the obvious step of calling Ms Parker to support that contention. This is so despite the fact that the claimant relies on this conversation to provide a rationale for what happened to him at the subsequent meeting.

- (c) At the meeting of 18 October 2011 the tribunal accepts the claimant's evidence that Mr McCrea was critical of the claimant and belittled him in front of the other staff members. Mr McCrea denied the claimant's criticisms of him at the meeting. In support of his denial he invited the tribunal to conclude that important aspects of the minutes were wrong yet failed to call anyone else from the meeting to support that contention even though Victor Bridges, who was at the meeting, attended the tribunal under a witness summons.
- (d) At the meeting called by the claimant with Mr McCrea on 19 October 2011 the claimant set out his criticisms and concerns at length, as recorded in the minutes which the tribunal accepts are an accurate account of what transpired. Significantly a number of the claimant's criticisms were not denied. Mr McCrea's defence was a denial and to blame the minutes, he caused to be taken, as wrong. Again no evidence was adduced to support that assertion. Nor was the minute taker called as a witness.
- (e) The claimant was caused to go off work sick on 27 October 2011 by reason of stress in the workplace.
- (f) It is not credible that if everything had been resolved between the claimant and the respondent after the meeting of 19 October 2011, as McCrea contends, that he would have initiated a private meeting with the claimant away from the workplace to discuss his return to work while the claimant was off work, having been certified ill by his doctor. Indeed Mr McCrea's own note of the meeting shows that the claimant's problems at work were discussed.
- (g) Following a grievance raised by the claimant on 17 November 2011, in which he repeated the criticisms raised earlier with the respondent, a grievance hearing was arranged for 9 December 2011 before John Dickey. As Mr Dickey was not called to give evidence on the grievance hearing or to explain what he did or why, the tribunal had

only the oral evidence of the claimant, the extensive notes of the grievance hearing and the written decision.

It is clear from these sources that the grievance hearing was seriously flawed. While the purpose of a grievance hearing is to test the allegations of the person aggrieved, perhaps even in a robust fashion, during this hearing the style adopted by Mr Dickey was one of cross-examination of the claimant. In addition Mr Dickey was hostile to the claimant, overly defensive of the respondent's position, advanced his subjective personal opinions and asked inappropriate questions.

There is not any record or evidence of any investigation of the claimant's complaints by Mr Dickey. Mr Dickey in his decision refers to Mr McCrea as the source of information upon which he relied. Mr McCrea did not provide him with a statement of his evidence on the grievances nor is there any record of any questions to Mr McCrea or his responses. The tribunal was told that Mr McCrea briefed Mr Dickey before the grievance hearing but we were not told what that briefing entailed. Subsequent to the grievance hearing Mr McCrea told the tribunal he provided clarification to Mr Dickey in a phone call or phone calls to the latter when he was in his car but Mr McCrea could not provide any information as to what this clarification related.

- (h) The appeal hearing was also seriously flawed in that it repeated the flaws of the grievance hearing. Mr Geary concluded the grievance hearing was fair yet he failed to investigate Mr Dickey's manner of handling the grievance which was part of the claimant's ground of appeal. In addition had he read the minutes of the grievance hearing he could not reasonably have concluded that the hearing was fair by reason of the flaws set out above. He further asserted Mr Dickey's decision to reject the claimant's grievances was based on fact but as no investigation was done by Mr Dickey nor any statements obtained nor the basis for Mr Dickey's assertions established he could not reasonably have arrived at that conclusion. The tribunal accepts the claimant's criticisms of the appeal set out above, in the absence of contrary evidence.
- (4) The breach of the implied term of trust and confidence and in particular the failure to address the claimant's grievance properly went to the core of the claimant's contract.
- (5) The tribunal is satisfied that the principal reason for the claimant's resignation was the breach of the implied term of trust and confidence. This is clear from his letter of resignation. This was not challenged by the respondent.
- (6) The tribunal is satisfied that the claimant did not wait too long before resigning. He was entitled to await the outcome of his grievance appeal which he received on 16 April 2012 and he resigned on 26 April 2012.

- (7) The failure by the respondent to properly address his grievance at the appeal stage constituted the “last straw” and entitled the claimant to resign.
- (8) The tribunal is satisfied, based on what is set out above, that the respondent acted unreasonably.
- (9) The tribunal is satisfied that the claimant suffered an unfair constructive dismissal.
- (10) The tribunal is not persuaded that the claimant is entitled to full pay when on sick leave. In so concluding the tribunal had regard to the following matters:-
 - (a) Mr McCrea asserted that the respondent only paid statutory sick pay, which was not strictly correct.
 - (b) The respondent’s handbook and the standard contract used by the respondent state that only statutory sick pay is paid during sick leave. The respondent did not adduce any other evidence of employees receiving statutory sick pay.
 - (c) The claimant’s evidence was that previously when on sick leave for two days he had received full pay and that Iselle Greenaway had received full pay when off on sick leave for two weeks. The claimant did not adduce any other evidence of either himself or other employees receiving full pay when on sick leave.
 - (d) Mr McCrea accepted that the instances of payment of full pay referred to by the claimant were true. However he added there were particular circumstances applicable. In relation to Iselle Greenaway she received full pay for two weeks sick leave that immediately followed the death of her father. In relation to the claimant Mr McCrea said as it was only two days sick leave the claimant received his full pay. Mr McCrea’s evidence on this point was not challenged.
 - (e) On this point the tribunal concluded that Mr McCrea’s evidence was credible and it accepts his explanation that the two instances of employees receiving full pay when on sick leave occurred in particular circumstances. The tribunal further concluded, on balance, that these two specific payments of full pay in particular circumstances neither amounted to a unilateral variation of the contract of employment by the respondent nor did they amount to the establishment of a variation of contract by reason of custom and practice.

Accordingly the claimant’s claim for an unlawful deduction from wages, because he did not receive his full pay while on sick leave, is dismissed.
- (11) As the respondent failed to provide to the claimant, in writing, particulars of his main terms and conditions of employment the tribunal awards the claimant two weeks’ gross pay which amounts to £1,076.76 (£538.38 X 2).

- (12) The unanimous view of the tribunal is that the claimant mitigated his loss. The tribunal does not find any contributory fault on the part of the claimant.
- (13) At the hearing on 30 April 2013 the tribunal directed that the costs of £2,946.86 awarded by the President against the respondent and in favour of the claimant on 31 January 2013 were to be paid to the claimant by 11 June 2013. As appears above the tribunal does not have power to impose such a condition.
- (14) For unfair dismissal the tribunal makes the following award;-

Basic Award

£430 x 3 = £1,290.00

Compensatory Award

From 18 May 2012
to 30 April 2013

£403.78 x £49.57 = £20,015.37

Earnings from 10 September 2012
to 30 April 2013

£316.90 x £33.14 = £10,502.07

Loss of earnings to 30 April 2013 = £9,513.30

Future Loss

1 May 2013 to 30 April 2014
£86.88 x £52.00

= £4,517.76

Loss of Statutory Rights = £250.00

Total Compensation = £15,571.06

Prescribed period is 18 May 2012 to 9 September 2012

Prescribed amount is

£15,571.06 - £6,577.58 (£408.78 x £16.29) = £8,993.48

- (15) This is a relevant decision for the purposes of the Industrial Tribunals (Interest) Order (Northern Ireland) 1990.

Chairman:

Date and place of hearing: 25, 26, 27 and 28 March and 30 April 2013, Belfast.

Date decision recorded in register and issued to parties:

INTEREST NOTICE
INDUSTRIAL TRIBUNALS
INTEREST ON AWARDS IN NON DISCRIMINATION
CASES

The Industrial Tribunals (Interest) Order (Northern Ireland) 1990 provides that interest shall accrue on a sum of money payable as a result of a decision of an industrial tribunal where that sum remains unpaid in whole or part 42 days after the day the decision of the tribunal was issued to the parties. 'Decision day' in this context means the day the decision of the tribunal was issued to the parties and 'calculation day' means the day immediately after the expiry of the period of 42 days from (and including) the decision day. The 'stipulated rate of interest' is the rate of interest in force on amounts awarded by decree in the county court on the decision day. Interest does not accrue on costs or expenses awarded by the tribunal.

In this claim, please note that -

1. the decision day is 6th August 2013 being the day the decision was sent to the parties;
2. the calculation day is 17th September 2013 being the day immediately after the expiry of the period of 42 days from and including the decision day; and
3. the stipulated rate of interest is 8% being the rate of interest in force on amounts awarded by decree in the county court on the decision day.



Secretary of the Tribunals