

JERSEY / JUDGMENT

Maria Le Lere v C D Plumbing And Heating Limited

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IN THE JERSEY EMPLOYMENT AND DISCRIMINATION TRIBUNAL IN THE MATTER: BETWEEN MARIA LE LERE CLAIMANT AND C D PLUMBING AND HEATING LIMITED RESPONDENT
ARTICLE 12 JUDGMENT Ref: [2024]TRE186 Date of Hearing: 2 October 2024 Before: Mrs H Westmacott, Deputy Chairman For the Claimant: In person DECISION The Claimant's claims for unpaid wages, accrued but unpaid holiday, failure to give notice and redundancy pay succeed. The Respondent shall pay to the Claimant the sum of £7,722.

REASONS

Introduction

1. On 12 August 2024 the Claimant presented a Claim Form to the tribunal complaining that the Respondent had failed to pay her redundancy pay, notice pay, holiday pay and some of her wages. 2. On 13 August 2024 the Tribunal wrote to the Respondent at the email address provided in the Claim Form, enclosing a copy of the Claim Form and advising the Respondent that they must complete and return the Response Form by 3 September 2024, the date set by Article 8(1) of the Employment and Discrimination Tribunal (Procedure) Order 2016 ("Procedure Order"). The email stated "A monetary Judgment may be made against you if you fail to file a Response Form or file it late." 3. No Response was received by 3 September 2024, or at any later date. On 4 September 2024, the tribunal registrar tried to call the Respondent on the telephone number given in the Claim Form, but there was no answer. 4. So far as is relevant, Article 12 of the Procedure Order says: "Effect of non-presentation or rejection of response, or case not contested"
- (1) This Article applies if –
 - (a) no response has been presented on the expiry of the time limit in Article 8...
- (2) The Chairman or a Deputy Chairman must decide whether on the available material (which may include further information which the parties are required to provide), a determination can properly be made of the claim, or part of it and if so the Chairman or Deputy Chairman must issue a judgment accordingly; otherwise, a hearing must be fixed before a single tribunal member.

- (3) The respondent is entitled to notice of any hearings and decisions of the Tribunal but, unless and until an extension of time is granted, is entitled to participate in any hearing only to the extent permitted by the Chairman or Deputy Chairman.” 5. No response having been received by 3 September 2024, Article 12(1)(a) had been satisfied. 6. However, I considered that further information was required before a determination could properly be made of the claim and, in accordance with Article 12(2) of the Procedure Order, a hearing was fixed for 2 October 2024 (the “Hearing”). 7. The Respondent was notified of the Hearing in advance. He sent an email to the tribunal 20 minutes after the Hearing commenced stating that he thought the Hearing was the following day and that he had planned to attend to say “...I do not dispute any of Maria’s claims. And have every intention of making this debt good...”. The Claims 8. Based on the information contained in the Claim Form and the further information provided by the Claimant at the Hearing, which included copies of email correspondence between the parties, my findings on the Claimant’s claims are as follows: (1) The Claimant was employed by the Respondent from October 2020. Her weekly wage was £660 and she worked 40 hours per week, 8 hours per day and 5 days per week. (2) The Claimant was not paid for the 5 weeks ending 12 April, 31 May, 7, 14 and 21 June 2024. Accordingly, the Claimant is owed £3,300 (660x5) in unpaid wages. (3) On 21 June 2024, the Claimant sent an email to Charlie Franks, the owner of the Respondent, asking for an update on the business. On 7 July 2024, Mr Franks sent an email to the Claimant stating “...let me know what you need for redundancy as I will now be a Lone Ranger to try and pay back all monies owed.” The Claimant was, therefore, dismissed by reason of redundancy on 7 July 2024. In accordance with article 60C of the Employment (Jersey) Law 2003 (the “Law”), as she worked for 3 full years, the Claimant is entitled to 3 weeks’ redundancy pay, equating to £1,980 (660x3). (4) The Claimant was given no notice of her dismissal. In accordance with Article 56(1)(c) of the Law, as the Claimant was employed between 3 and 4 years, she is entitled to 3 weeks’ notice of termination of her employment. The Claimant sought alternative employment but was not able to obtain any until the final week in August 2024. Accordingly, she is entitled to damages in respect of the loss she suffered for the full 3 weeks’ notice period, which equates to £1,980 (660x3). (5) The Claimant was not paid for any outstanding holiday when her employment terminated. In accordance with article 11(1)(a) of the Law, she was entitled to 15 days’ holiday per year. Her holiday year ran from 1 January to 31 December. She was, therefore, employed for 6 out of 12 months in her final holiday year and, pro rata, she was entitled to 7.5 days’ holiday in 2024 (15(6/12)). The Claimant took 4 days’ holiday in 2024 (1 week in May 2024 starting with a bank holiday Monday). Accordingly, she has 3.5 days’ holiday outstanding (7.5-4). Pay for 3.5 days equates to £462 (3.5(660/5)).

Conclusion

9. The claims are uncontested, I have sufficient information to make a determination on them and I have found that all of the amounts referred to above are owed to the Claimant. 10. Accordingly, the Respondent shall pay £5,742 to the Claimant by way of damages for unpaid

wages, holiday pay and notice pay and £1,980 to the Claimant by way of compensation for redundancy. In total this amounts to £7,722. 11. The Claimant is responsible for paying any social security or income tax due on the £5,742 awarded in damages. Summary of Award Unpaid Wages 3,300 Holiday Pay 462 Notice Pay 1,980 Redundancy 1,980 Total sum payable by Respondent to Claimant £7,722 Mrs H Westmacott, Deputy Chairman Sent to the parties on: 2 October 2024

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Prepared on 22 October 2026 · Esheria