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# EMPLOYMENT TRIBUNALS

**Claimant:** Mr A Parratt  
**Respondent:** Lewis Ashley Services Limited  
**Heard at:** East London Hearing Centre  
**On:** 27 June 2018  
**Before:** Employment Judge Brook (sitting alone)

## Representation

**Claimant:** Mrs J Lockett (Trade Union Representative)  
**Respondent:** Written Representations Dated 27 June 2018

# JUDGMENT

The Judgment in this matter is that:-

1. Upon hearing Mr Parratt and his Representative Mrs Lockett, and upon reading the Defendant's Written Representations dated 27 June 2018, the Respondent is liable to the Claimant in the sums of:
  - (i) £1,615.32 being 12 days gross arrears of pay in respect of the period 1<sup>st</sup> – 10<sup>th</sup> March 2017;
  - (ii) £242.30 1.8 days gross accrued holiday pay to the date of termination;
  - (iii) £23.58 unpaid expenses incurred on 3rd March 2018 by the Claimant in the course of his employment receipts for which were submitted to the Respondent but not reimbursed.
2. The total sum of £1,881.20 is to be paid to the Claimant within 28 days of this Order.

# REASONS

1. This matter came before the Tribunal on arrears of pay due and owing to the Claimant for his short period of employment with the Respondent between 26 February

2018 to 16 March 2018. Mr Parratt was represented by Mrs J Lockett, his Trade Union Representative, and the Respondent made no appearance save by way of written submissions sent on the day. Those written submissions confirmed that Mr Parratt's agreed salary was £35,000 per annum with holiday allowance of 23 days plus 8 bank holidays, giving an annual holiday allowance of 31 days which by my reckoning therefore accrued at the rate of 2.58 days per month. Mr Parratt also produced a receipt totalling £23.58 incurred in the course of his work for the Respondent, copies of which receipts are attached to this judgment. Mr Parratt told me that he had submitted these receipts during the course of his employment and had been told that they would be reimbursed to him but as yet nothing has happened. I was satisfied that these were genuine expenses incurred on behalf of the Respondent by the Claimant and so far as it may be necessary I granted leave for Mr Parratt to include this expenses claim in his overall money claim for arrears.

2. Initially Mr Parratt produced a schedule of loss totalling £2,567.70 which consisted of 12 days unpaid wages at £134.61 per day gross and a further 5 days by way of one week's pay in lieu of notice. He also included the aforesaid expenses and holiday pay calculated as 1.9 holiday days accrued, all these sums being gross before tax. In the event I was not satisfied that the Respondent owed the Claimant both 12 days' pay and a further 5 days payment in lieu of notice and after some discussion with Mrs Lockett and Mr Parratt it was accepted that his claim was for 12 days to include 5 days payment in lieu of notice. It is for that reason that the sums I awarded to Mr Parratt today are less than those initially claimed by him.

3. By my calculations in the 3 weeks in which Mr Parratt was employed by the Respondent company he accrued 1.8 days holiday and not the 1.9 days he set out in his Schedule of Loss.

4. As to the claimed compensation in respect of stress, it is apparent that this stress arose after Mr Parratt's employment came to an end and there is no lawful cause of action in compensation for stress disclosed on the facts relied upon by Mr Parratt. Accordingly, the total award is for £1,881.20 gross which sum is liable to Income Tax in respect of which, if it is paid gross to the Claimant by the Respondent then he will be required to notify the Inland Revenue that he has received this sum and pay the tax due. In the event that the Respondent makes relevant statutory deductions then he is to provide the Claimant with a properly itemised wage slip together with a P45 and if appropriate a P60 in order to regularise the matter. Payment is to be made to the Claimant within 28 days of this Order.

Employment Judge Brook

13 July 2018