



EMPLOYMENT TRIBUNALS

Claimant: Michael Gale

Respondent: Carlini Ltd

Heard at: Birmingham

On: 23 November 2018

Before: Employment Judge Battsby (sitting alone)

Representation

Claimant: In person

Respondent: No attendance

JUDGEMENT

1. The claimant was constructively and summarily dismissed by the respondent.
2. The claimant was entitled to three months' notice by an implied term of his contract of employment. His claim for damages for the respondent's failure to pay the correct contractual notice pay succeeds and he is awarded the sum of £5,641.02 net, after taking into account the notice pay received and statutory benefits, and the respondent is ordered to pay this sum to him.
3. The claimant was owed outstanding holiday pay on the termination of his employment. The holiday year was from 1 February to 31 January. Including holidays carried forward from the holiday year ended 31 January 2018 and after allowing for one week's holiday taken, he was entitled to holiday pay and additional holiday pay under Regulation 13 and 13A Working Time Regulations 1998 up to 30 April 2018 (the end of the notice period due) of 4.6 weeks. It is declared that the claim is well-founded and he is awarded the sum of £2,653.83 gross, which the respondent is ordered to pay.
4. By an implied term of his contract of employment the claimant was entitled to be paid sick pay equivalent to his normal salary for up to three months. He was on sick leave from 2 January 2018 to 14 February 2018. He was not paid his normal pay for the whole of January 2018 and only received statutory sick pay. Accordingly, his

claim for the unpaid difference succeeds and he is awarded the sum of £1,733.80, which the respondent is ordered to pay.

5. The respondent was in breach of its duty to provide a written statement of the terms of the claimant's employment and under s38 Employment Act 2002 it is just and equitable in all the circumstances to increase the claimant's award by four weeks' pay in the sum of £1,956.

Employment Judge Battsby
23 November 2018

Note

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.