



## EMPLOYMENT TRIBUNALS

**Claimant**

**Mr. G. Kurek**

**v**

**Respondent**

**Kazimierz Piorrek (trading as Versatile Handyman Home Improvement)**

## JUDGMENT

**Heard at: Leeds**

**On: 11 December 2018**

**Before:**

**Employment Judge Wedderspoon**

**Appearance:**

**For the Claimant:**

**In Person**

**Interpreter:**

**Mrs. M. Dootson**

**For the Respondent:**

**No attendance**

## JUDGMENT

1. The Claimant's claim for unlawful deductions for loss earnings is well founded and he is awarded the sum of £728.75.
2. The Claimant's claim for holiday pay is well founded and he is awarded £3.25.
3. The Claimant's claim for a failure to be provided with a statement of terms and conditions is not well founded and is hereby dismissed.
4. The total award made is £732.

## REASONS

5. By order dated 13 September 2018, Employment Judge Lancaster extended the time for the Respondent to submit his Response to this claim to 16 July 2018 and it was accepted.
6. By Notice dated 28 September 2018 the parties were informed of today's hearing date. The Respondent did not attend the hearing. The Employment Judge requested the Tribunal Clerk to contact the Respondent by telephone to check whether he intended to attend today's hearing. On contacting the Respondent

and asking whether he wished to attend; the Respondent answered “hello” and proceeded to say something unintelligible in Polish before abruptly terminating the telephone call.

7. The Employment Judge informed the Claimant about the potential options for the Tribunal pursuant to Schedule 1, Rule 47 of the Employment Tribunals (Constitution and Rules of Procedure) Regulations 2013 namely the claim could be dismissed or the Tribunal could proceed with the hearing in the absence of the party. The Claimant wished to proceed with the hearing. The Employment Judge, decided on the basis that the Respondent was aware of today’s hearing, had failed to attend and was given a further opportunity via the Tribunal clerk to indicate whether he was intending to come today but terminated the telephone call, that it was pursuant to the overriding objective to proceed with the hearing.
8. The Claimant confirmed in his evidence that he was employed by the Respondent for a total of 13 days from 23 January 2018 to 6 February 2018. He carried out labouring work for a householder on behalf of the Respondent. He carried out guttering work, built a low wall and secured some rough tiles. The Claimant worked from 8 a.m. to 5 p.m. with a 30 minutes break; Monday to Saturday. He should have been paid the national minimum wage of £7.50 per hour but instead on requesting payment from the Respondent he was only paid £100 in cash. He stated that it was the Respondent who insisted on paying him cash. On the basis of the 110.50 hours he worked at £7.50 per hour he was entitled to £828.75. He accepts he was paid £100 so he is owed £728.75 and judgment is given for this sum.
9. In respect of holiday pay, the Claimant assumes the holiday year started when he joined the Respondent on 23 January 2018. He was therefore entitled to 30 minutes of holiday which equates to £3.25. Judgment is given for £3.25 of holiday pay.
10. In respect of the Claimant’s complaint that he was not provided with a statement of terms and conditions, this claim is not well founded and is dismissed. Pursuant to section 1 (2) of the Employment Rights Act 1996 the employer has up to two months to provide this statement and the Claimant left his employment after 13 days. The statement was therefore not outstanding at this stage.

**Employment Judge**

Date: 11 December 2018