



EMPLOYMENT TRIBUNALS

BETWEEN

CLAIMANT

MR PHILLIP WOODS

HELD AT: CARDIFF

EMPLOYMENT JUDGE: MR W BEARD

Representation

Claimant: Ms H Randall (Counsel)

Respondent: Mr L Rogers (Solicitor)

RESPONDENT

SWISSPORT GB LIMITED

MEMBERS: MS LOVELL
MR MEADS

JUDGMENT

1. The claimant was an employee as defined by section 230(1) of the Employment Rights Act 1996 between the dates of 24th of October 2017 and 11 July 2018.
2. The claimant was a part-time worker as defined by regulation 2 of the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 1996 between the dates of 24th of October 2017 and 11 July 2018.
3. The claimant's contractual obligation to work on call between the hours of 5:00 pm and 5:00 am is "working time" as defined by regulation 2(1) of the Working Time Regulations 1998.
4. The claimant's claim that he was unfairly dismissed contrary to section 103A Employment Rights Act 1996 is well founded.
5. The claimant's claim that he suffered detriment contrary to section 47B of the Employment Rights Act 1996 is not well founded and is dismissed.

6. The claimant's claim that he was dismissed contrary to regulation 7(5) of the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 is not well founded and is dismissed.
7. The claimant's claim that he was subjected to less favourable treatment contrary to regulation 5 of the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 is not well founded and is dismissed.
8. The claimant's claim that he was subjected to detriment contrary to regulation 7(2) of the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 is not well founded and is dismissed.
9. The claimant was entitled to payment, as working time, between the hours of 5:00 pm and 5:00 am between the 24th of October 2017 and 28th of February 2018 inclusive, that payment was at the rate of the minimum wage for hours on stand-by and at the prevailing contractual rate for aircraft re-fuellers working for the respondent when attending a call.
10. The claimant's claim that the respondent failed to pay the claimant the national minimum wage between the hours of 5:00 pm and 5:00 am between the 24th of October 2017 and 28th of February 2018 inclusive is well founded.
11. The claimant being ready, willing and able to work between 6th of June 2018 and 11th July 2018 the respondent failed to provide the claimant with work under the terms of the contract between the hours of 5:00 pm and 5:00 am on those dates inclusive.
12. The claimant's claim that the respondent failed to pay the claimant the national minimum wage between 6th of June 2018 and 11th July 2018 is well founded.
13. The claimant's claim that working time entitled the claimant to accrue holiday pay and that the respondent failed to pay the claimant's accrued holiday entitlement when his engagement ended on 11th July 2018 pursuant to regulations 14 and 15 of the Working Time Regulations 1998 and that the same amounted to unlawful deduction of wages contrary to sections 13 of the Employment Rights Act 1996 is well founded.
14. The claimant's claim that he was required to work in excess of 48-hours each working week between 24th of October 2017 and the 28th February 2018 without having agreed and signed a valid opt-out contrary to regulation 4 of the Working Time Regulations 1998 is well founded.
15. The claimant's claim that he was denied the opportunity to take sufficient weekly rest periods between 24th of October 2017 and the 28th February 2018 contrary to regulation 11 of the Working Time Regulations 1998 is well founded.
16. The claimant's claim that the respondent failed to provide the claimant with a statement of his written particulars of employment within 2 months of

commencing employment with the respondent in April 2017 is presented out of time and the tribunal has no jurisdiction to deal with the complaint.

17. The claimant's claim that he did not receive a statement setting out changes to his role within one month of 24th of October 2017 is not well founded the claimant was not employed by the respondent directly prior to that date.
18. The claimant is entitled to statutory notice pursuant to section 86 Employment Rights Act 1996 and the claimant's claim that he has not been paid notice pay for that week is well founded.
19. The parties shall, by no later than 4:00 pm 26 June 2019, prepare and provide to the tribunal draft directions for approval by an Employment Judge and provide a time estimate for a remedy hearing.

Employment Judge Beard
Date: 31 May 2019

Order sent to Parties on

.....5 June 2019.....
