

Case Nos: 1802014/2019,1802015/2019,1803065/2019,
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1803069/2019, 1803070/2019, 1803071/2019
1803072/2019. 1803073/2019



EMPLOYMENT TRIBUNALS

Claimants: Mrs Anna Czaban
Mrs Ewelina Rytel
Mrs Aneta Jesionowska
Mr Adam Jesionowski
Mrs Marta Tabaczka
Mrs Luiza Cichewicz
Mrs Kamila Majchrzak
Mrs Katarzyna Swiatek
Mrs Marlena Maryanska
Mrs Marta Gas
Mrs Lena Wasilewska

Respondent:

The Polish Saturday School of St Stanislaw Kostka in Bradford, an unincorporated association acting by its committee:

Mr Grzegorz Staron
Mrs Dorota Staron
Mr Damian Wisniewski
Mrs Regina Tombs
Mrs Agnieszka Reca
Mrs Milena Marshall
Mr Marcin Wysocki

Heard at: Leeds Employment Tribunal
On: 18th and 19th November 2019

Before: Employment Judge Eeley (sitting alone)

Representation

Claimant: Mrs A Czaban, claimant
Respondent: Mr G Staron, member of respondent's committee

RESERVED JUDGMENT

1. The respondent shall pay Mr Jesionowski the sums of:
 - a. £169.64 gross in respect of unpaid wages.
 - b. £136.75 gross in respect of accrued untaken holiday pay.
 - c. £77.04 gross in respect of section 38 Employment Act 2002.

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2. The respondent shall pay Mrs A Jesionowska the sums of:
 - a. £550.03 gross in respect of unpaid wages.
 - b. £295.45 gross in respect of accrued untaken holiday pay.
 - c. £144.45 gross in respect of section 38 Employment Act 2002.
3. The respondent shall pay Mrs A Czaban the sums of:
 - a. £308.16 gross in respect of unpaid wages.
 - b. £157.55 gross in respect of accrued untaken holiday pay.
 - c. £77.04 gross in respect of section 38 Employment Act 2002.
4. The respondent shall pay Mrs E Rytel the sums of:
 - a. £346.68 gross in respect of unpaid wages.
 - b. £157.55 gross in respect of accrued untaken holiday pay.
 - c. £77.04 in respect of section 38 Employment Act 2002.
5. The respondent shall pay Mrs K Majchrzak the sums of:
 - a. £169.64 gross in respect of unpaid wages.
 - b. £136.75 gross in respect of accrued untaken holiday pay.
 - c. £77.04 gross in respect of section 38 Employment Act 2002.
6. The respondent shall pay Mrs M Tabaczka the sums of:
 - a. £153.89 gross in respect of unpaid wages.
 - b. £115.42 gross in respect of accrued untaken holiday pay.
 - c. £56.42 gross in respect of section 38 Employment Act 2002.
7. The respondent shall pay Mrs L Cichewicz the sums of:
 - a. £550.03 gross in respect of unpaid wages.
 - b. £295.45 gross in respect of accrued untaken holiday pay.
 - c. £144.45 gross in respect of section 38 Employment Act 2002.
8. The respondent shall pay Mrs Wasilewska the sums of:
 - a. £99.47 gross in respect of unpaid wages.
 - b. £100.19 gross in respect of accrued untaken holiday pay.
 - c. £56.42 gross in respect of section 38 Employment Act 2002.
9. The respondent shall pay Mrs Gas the sums of:
 - a. £477.80 gross in respect of unpaid wages.
 - b. £287.46 gross in respect of accrued untaken holiday pay.
 - c. £144.45 gross in respect of section 38 Employment Act 2002.
10. The respondent shall pay Mrs Swiatek the sums of:
 - a. £169.64 gross in respect of unpaid wages.
 - b. £136.75 gross in respect of accrued untaken holiday pay.
 - c. £77.04 gross in respect of section 38 Employment Act 2002.
11. Mrs Maryanska's claim is dismissed upon her failing to attend the final hearing.

REASONS

Background

1. The claimants were teachers or teaching assistants working on Saturdays at the respondent's Saturday school in Bradford. The school was previously named in proceedings as the "Polish Supplementary School" but the constitution disclosed in proceedings describes it as "The Polish Saturday School of St Stanislaw Kostka in Bradford" and I have named it as such in this judgment.
2. The claimants bring claims for unpaid holiday pay and other unauthorized deductions from wages. The issues for determination by the Tribunal were identified in the annex to Employment Judge Wade's Case Management Order of 18th July 2019 as:
 - a. Are only the committee members at the date of presentation liable for sums due in respect of these claims or are all parents/members at the date of presentation liable?
 - b. Are any claims for general unpaid wages (deductions made before 5th December 2018) presented too late (more than three months before ACAS conciliation commenced)?
 - c. Do they form part of a series of deductions the last of which was after 5th December 2018?
 - d. Is there a gap of more than three months between any of the alleged deductions, such that the "series of deductions" principle cannot bridge the gap?
 - e. In respect of holiday pay, I was told today the practice was to pay holiday pay over the summer months each year, and the last such deduction was therefore in the summer of 2018 (and before that, the summer of 2017). Can holiday pay deductions comprise part of a series with other ordinary wages deductions or are these complaints time barred?
 - f. Subject to these limitation issues, what sums are owing? This may involve detailed evidence about attendance, pay and hours.
 - g. What were the agreed terms as to pay, hours, holidays and holiday pay?
 - h. Were section 1 statements of employment given? If not, should the Tribunal uplift any awards by two or four weeks' pay?
3. The claim initially brought by Mrs M Durska-Pala had been withdrawn and dismissed prior to the final hearing and so was not considered further at the hearing. Mrs Marlena Maryanska was also named as a claimant in these proceedings but did not attend the final hearing. Those attending gave no indication that she intended to attend and there was no explanation for her absence. No witness statement was submitted on her behalf. On that basis,

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and given that she has not attended to prove her claim or submit to cross examination, I have dismissed her claim.

4. I received witness statements and heard oral evidence from all of the claimants (save Mrs Maryanska as noted above) and from Mr and Mrs Staron and Mrs Tombs for the respondent. I was also referred to the relevant pages in an agreed bundle which ran to 264 pages. I read the documents to which I was referred by the parties. Following conclusion of the hearing Mr Staron provided me with a written list of the parents said to be members of the association at the date the claims were presented to the Tribunal. The claimants were subsequently provided with an opportunity to provide their written comments on this.
5. The sad background to these claims is a dispute between parts of the Polish community in Bradford. The school in question was run by a committee of volunteers and was set up 70 years ago by Polish refugees. The school provides supplemental education at a Saturday school. The purpose of the organization is to pass on the language and traditions of the Polish community to its young people.
6. The respondent is an unincorporated association. It is governed by a written constitution. From 2016 the teachers and teaching assistants who provided their services on a Saturday were paid for their services as employees. In 2019 the employees claim that they suffered unauthorised deductions from wages and in some cases received no pay at all. At least part of the problem appears to have been the refusal of some parents to pay their children's school fees. This had an adverse effect on the cashflow and liquidity of the respondent organisation. Whether this refusal to pay fees was part of an orchestrated campaign by the claimants to undermine the committee is not something for this Tribunal to determine. My legal duty is to find the facts relevant to the legal issues in dispute between the parties.

Question 1: who is the correct respondent?

7. Should the claim be pursued against just the committee members or should it be against all the members of the unincorporated association?

Findings of fact in relation to question 1

8. The respondent school is an unincorporated association without its own legal personality. It is governed by a written constitution. The constitution was originally available only in Polish but was amended some years ago and at the same time a committee member translated it into English for the benefit of those families who included an English parent. The translation was not done by a professional translator but I have been given no reason to doubt its essential accuracy.

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9. The relevant sections of the English version are as follows:

“Part 1

“2. The School is located in The Polish Catholic Community Centre, 15-17 Edmund Street, Bradford West Yorkshire, BD5 0BH.....

The Community Centre buildings have been purchased by the Bradford Polish Community to provide a location for the members of the parish to meet....

3. The School is an independent, non-profit, Educational Institution.

4. Aims and Objectives of the School

- To provide an understanding of the Culture and Traditions of Poland to children and young people with a Polish heritage, also welcoming any children of a different heritage who would like to enroll and learn about these issues.*
- Instruction of the Polish language*
- Teaching the history and geography of Poland.*
- Teaching of Polish Literature and Arts, including traditional dance.....*

Part II

OFFICIAL SCHOOL ADMINISTRATION AND MEETINGS

1. An Annual General Meeting is called once a year, approximately 8 weeks after the start of the Autumn term.

2. The aims of the AGM are

To inform all concerned of the school’s activities during the previous school year.

To assess, discuss and if required, approve any proposed changes in the Constitution.

To appoint or reappoint the Committee members.

To introduce the proposals for the oncoming school year and to approve the new school budget.

3. Those authorised to participate in the AGM are:

Members of the School Committee

The teaching staff

Parents or guardians

The parish priests

Invited guests

4. Individuals authorised to vote in the AGM

Each family has one vote

Each committee member has one vote

Each teacher and teaching assistant has one vote

A teacher or committee member with a child at the school only has one vote.

PART III

THE ORGANISATION OF THE SCHOOL

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The school body consists of:

The committee, who are all non-paid volunteers

The head teacher

The teaching staff, including the assistants, the priests and the doorkeeper

Parents and guardians

The student body

The school committee is the main authoritative body and is responsible for:

The overall organization of the school

Employing the head teacher and teaching body and any other individual that may be required to assist in the running of the school e.g. the doorkeeper (for safety reasons)

Setting and collecting school fees

Obtaining additional funding e.g. grants, donations, from fund-raising events

Updating and amending the Constitution

Establishing health and safety, Child protection, fire safety guidelines for the school

The approval and payment of all wages.

Organising and attending monthly meetings.....

PART IV

SCHOOL FUNDS

The school budget is based on...

School fees and maintenance funds paid by parents

Funds are obtained by the committee e.g. grants, donations, fundraising

Local council funds or department of education funds

Grants and donations from private individuals

School fees are regulated by the committee.

Payment methods and dates are regulated by the committee

The school budget is set by the committee and takes into consideration...

Teachers' wages

Cost of rent and school maintenance

Cost of teaching aids

School certificates and reports

Office supplies and phone bills

Photocopier costs

Costumes for events, decorations, displays

School trips

Awards

Entertainment e.g. Christmas gifts

Financial reports must be provided at each AGM

The school funds are controlled by the committee.

In case of the school's liquidation, any remaining funds will be passed over the Polish Parish, Bradford.

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The Polish Saturday School Constitution was established and approved by the committee during an AGM on 25th September 2011. Amendments were made and approved during an extraordinary general meeting on 10 December 2016.

The school Constitution is a legal document and is valid from 10th September 2016.”

10. The claimants say that they had access to a different version of the Constitution which is found at page 144. It is not materially different to the version provided by the respondents. Where there is a distinction I accept the respondents’ document as being the authoritative one, particularly as it is a translation of the original Polish language version. The claimants’ version of the document provides for the same matters in substance but is stylistically different. The distinctions are of no great importance for present purposes.
11. In addition to reading the Constitution I find that the parents of each child sign an agreement and pay yearly fees in three instalments. They agree that they must pay for the children to attend and they agree to abide by the constitution but there is nothing on the form that they sign to show that it is an unincorporated association or that by sending their children to the school they are assuming any further financial liability over and above payment of the child’s fees. They are encouraged to familiarize themselves with the contents of the Constitution, which is available online. The Constitution was amended a few years ago. Up until that point the document was available only in Polish. It was translated by committee member rather than a professional translator and was done for the benefit of families with an English born parent.

Law in relation to unincorporated associations.

12. A person who works for an unincorporated association is employed not by the entire membership of the association but by the executive committee and its members for the time being, who should therefore be the respondents in any Tribunal claim (Affleck and ors v Newcastle Mind and ors [1999] ICR 852). Morison J stated: *“We have no doubt that employees of unincorporated associations, whether they be registered as charities or not, do have continuity of employment despite changes in the composition in the committee which constitutes their employer. It is our view that the way that comes about is through the contract of employment being made with the management committee and its members for the time being.”*
13. Whilst in ordinary civil proceedings an unincorporated association can neither sue nor be sued in its own name, it is permissible for an employee

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to bring a claim in an Employment Tribunal against the management committee of an unincorporated association by using the name of the Association.

Conclusion in relation to the proper respondent.

14. In line with the law as quoted above the correct respondents in this case are the members of the school's Executive Committee and not the entire membership of the school (i.e. parents and families of the children who attended the school.) Whilst the school is not a registered charity and, to that extent, does not have formal trustees, the constitution of the school does indicate that it is the committee which has control and responsibility for carrying out the crucial functions in the management of the association. In particular, it is apparently the committee, rather than the membership, who had the right to engage staff and to ensure that they were paid. There is no documentation before me to indicate that any of these executive functions extended to "ordinary members" of the association. Furthermore, there is no indication that any parent enrolling their child at the school would be informed that they were taking on any financial or management responsibilities in respect of the association. They were essentially paying school fees for a service in respect of their children. They did not give consent to take on further obligations. Nor did they exert any form of control over the assets of the organisation. There is nothing to indicate that they acquired any proprietary rights to any property held by the association. Indeed, it is the committee who had control and, in the event that the school was liquidated, the assets would revert to the parish. To that extent it appears that the committee members may have held any property on trust for the parish. There is nothing to indicate that the wider membership of the association/families of the pupils had any rights to the property of the school at any stage.

15. It is apparent that the committee members were probably not aware that they could be held financially liable for the acts and omissions of the association. This will no doubt come as an unwelcome surprise to them. It is unfortunate given that they themselves acted as volunteers and intended to act in the best interests of the community as a whole. However, once it was agreed that the association would take on paid employees there had to be a legal entity which could be categorized as the employer of those employees. In this case that entity is the committee as made up by various members from time to time.

The law in relation to the remaining issues.

16. Pursuant to sections 1 and 2 of the Employment Rights Act 1996 each employee has the right to receive a written statement of initial employment particulars. Those sections set out the specified matters which should be included in any written statement of particulars. In the event that the employer fails to provide a compliant written statement of particulars, the employee has the right to refer the matter to an Employment Tribunal

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(section 11). Once the matter is referred to the Tribunal it may make a declaration that the employer has failed to give the required written statement of particulars and may make a declaration as to the particulars which ought to have been included in the written statement for a given employee. In doing so the Tribunal is seeking to determine what terms were agreed between the parties to the contract either expressly or impliedly. It is not inventing terms of its own devising and inserting them into the contract. It undertakes this task having considered the evidence which the parties present about the contract.

17. In the event that the Tribunal finds that there has been a breach of the duty to give a statement of employment particulars and in the event that the Tribunal finds in the claimant's favour in relation to a claim by the employee falling within the jurisdictions listed in schedule 5 to the Act, then the Tribunal must make an award of compensation pursuant to section 38 of the Employment Act 2002. The award will be of two weeks' pay or it may be of four weeks' pay in circumstances where the Tribunal considers it just and equitable to award the higher amount. The Tribunal may only decline to make any award under section 38 where there are exceptional circumstances which would make an award or an increased award unjust or inequitable.
18. Pursuant to section 13 of the Employment Rights Act 1996 employees have a right not to suffer unauthorized deductions from wages. The Tribunal must decide whether the amount of wages paid by an employer on any occasion was less than the amount "properly payable" on that occasion. The amount of the deficiency is treated as the deduction. Deductions may be permitted in the circumstances set out in section 13(1) and (2) but the respondent in this case does not argue that any deductions were permitted within the meaning of the Act.
19. Section 23 of the Employment Rights Act 1996 sets out the time limit within which an employee must present a claim for unauthorized deductions to the Tribunal. In short, the claim must be presented within 3 months of the date of the payment of wages from which the deduction was made. Where there is a series of deductions from wages the three month time limit runs from the last in the series of deductions. If the claim is apparently brought out of time the Tribunal has a discretion to extend time and hear the claim if it is established that it was not reasonably practicable for the claim to be brought in time and the Tribunal considers that the claim was brought in such further period as the Tribunal considers reasonable.
20. Where there is a gap or more than three months in a series of deductions this effectively severs the chain or series of deductions so that the Tribunal cannot make awards in respect of an unauthorized deduction prior to the said three month gap (see *Bear Scotland Ltd and ors v Fulton and ors and other cases [2015] ICR 221, EAT and Fulton and anor v Bear Scotland Ltd EAT 0010/16.*)

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21. The right to paid holiday can be derived either from statute (as a minimum) or from the contract of employment (where more favourable). The Working Time Regulations 1998 set out the statutory minimum in respect of paid holidays. The combined effect of regulations 13 and 13A is to provide an annual entitlement to 5.6 weeks paid holiday subject to a maximum of 28 days. In the event that an employee takes the holidays but is not paid for them then a claim can be brought pursuant to regulation 30 of the Working Time Regulations 1998 subject to a three month time limit or, alternatively, as an unauthorized deduction from wages claim pursuant to sections 13 and 23 of the Employment Rights Act 1996. If the claim is pursued as an unauthorized deduction from wages then a claim can be made for a series of deductions assuming that the claim was brought within three months of the last deduction in the series (see paragraph 19 above). Once again, a gap of more than 3 months in the middle of the series will cut the chain. If the claim is presented pursuant to regulation 30 of the 1998 Regulations the Tribunal cannot consider a series of deductions: all claims must be presented to the Tribunal within three months of the failure to pay.
22. During the course of the working year the employee accrues the right to take paid holiday. If, at the date of termination of employment, the employee has accrued holiday but has not taken it then he is entitled to a payment for accrued untaken holiday pay in line with regulation 14 of the Working Time Regulations 1998. Regulation 14 sets out the formula by which such compensation is calculated.

Limitation issues: questions 2-5 in the list of issues

23. The claimants bring two sorts of financial wages claims. First, they claim wages for sessions during their employment which they actually worked but for which they were not paid. I will call these the “unpaid wages” claims. Separately, they brought claims in respect of unpaid holidays. I will call these the “holiday pay claims”.
24. The ET1 for Mrs Czaban and Mrs Rytel was presented on 8th May 2019. The ET1 for the remaining claimants was presented on 11th June 2019. The ACAS Early Conciliation Certificates for all the claimants run from 4th March 2019 to 18th March 2019.
25. None of the claimants’ claims for unpaid wages relate to a period prior to March 2019. They all claim pay for some or all of the time between the beginning of March 2019 and the end of May 2019. Each instalment of wages should have been paid in arrears such that March pay should have been made at the end of March and so on. All of the claims for unpaid wages were therefore presented at Tribunal within the primary 3 month limitation period and were therefore presented in time. The claimants have the benefit of an extension of time for Early Conciliation but do not need to rely upon it given the dates in question. The question of whether there has been a series of unauthorized deductions allowing the claimants to bring a claim in relation

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to wages which fall outside the limitation period does not arise in relation to the unpaid wages part of the claimants' claims.

26. Turning to the claims in respect of holiday pay it is apparent that the claimants' claims for holiday pay for the academic years 2016/17 and 2017/18 relate to holiday which they were allowed to take but for which they were not paid. It is not a claim for accrued but untaken holiday at the termination of employment. Rather, it is a claim for unpaid pay where holidays were actually taken.
27. I find, in line with the parties' evidence, that the arrangement between the parties was that holiday pay would be paid in a lump sum after the school summer holiday i.e. at the beginning of September each year. On that basis the claims for 2016/17 and 2017/18 were brought to the Tribunal considerably out of time as they were "properly payable" at the beginning of September 2017 and the beginning of September 2018 respectively.
28. Can those payments nevertheless be pursued at Tribunal? I have concluded that they cannot. It has been unnecessary for me to determine whether the earlier holiday pay claims can be considered as part of a series of deductions with the later wages and holiday pay claims and I have made no such determination. Even if it were possible to consider the holiday pay for these earlier years as forming part of a series of deductions with the other wages claims which were presented in time, there is a gap of more than 3 months between the payment date for the 2016/17 holiday and the payment date for 2017/18 holiday and the earliest of the other unlawful deductions in the proceedings (properly payable at the end of March 2019). These gaps of more than three months break the series of deductions such that I cannot make awards in relation to claims prior to the 3 month gap in line with the principle in the *Bear Scotland Ltd v Fulton* case law (see above). The Tribunal does not have the power to bridge that gap and therefore cannot make an award in respect of unpaid holiday pay for these earlier years (2016/17 and 2017/18)
29. The position in respect of holiday pay for the 2018/19 academic year is different. Given the date for payment of holiday pay was at the beginning of September each year it appears that the holiday year ran from 1st September annually. The practice appears to have been to consider the holiday entitlement as being taken during the "summer holiday" each year. Consequently, the claim for 2018/19 academic year was not in respect of holidays actually taken but not paid. Rather, it was a claim for accrued but untaken holiday pay at termination of employment pursuant to regulation 14 of the Working Time Regulations 1998. That cause of action crystallised at termination of employment and therefore none of the claimants' claims for holiday pay in 2018/2019 is out of time. I therefore have jurisdiction to make an award for untaken holiday during the 2018/19 academic year applying the formula in regulation 14.

Disposal of the remaining issues in the case

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30. Having resolved the limitation issues in the paragraphs above, I have made findings of fact and applied the law in relation to each of the claimants to arrive at a final decision. I have set out the relevant findings of fact and financial calculations separately for each claimant and have set them out in the paragraphs which follow. In addition to determining the wages and holiday owing I have set out my conclusion regarding the section 1 statements of employment particulars, and the section 38 award. Consequently questions 6- 8 from the list of issues are dealt with in the following paragraphs for each claimant. All calculations have been rounded to two decimal places.

Adam Jesionowski

31. Mr Jesionowski was employed by the respondent as a teacher from September 2017 until April 2019. He worked Saturdays only and was paid monthly in arrears. He worked and was paid for 4 hours each Saturday. His hourly rate of pay was £9.63 at the time his claim was presented to the Tribunal. His holiday pay was supposed to be paid in a lump sum after the summer holiday i.e. at the end of August/beginning of September each year. His last day in work was 13th April 2019.

Wages

32. The claimant worked a total of 7 Saturdays in March and April 2019 for which he did not receive payment. Given a 4 hour shift this is a total of 28 hours at £9.63 per hour giving total unpaid wages of £269.64. He received a payment on account of wages in March 2019 in the sum of £100. Once this is deducted the outstanding amount of unpaid wages is £169.64 gross.

Holiday

33. The claimant's witness statement was at p105. His attendance records at p213-214 were confirmed as correct. The last Saturday which Mr Jesionowski worked was 13th April 2019. He did not attend for work thereafter and in effect his employment was at an end from that point.

34. Accrued holiday pay is calculated using the formula at regulation 14 of the Working Time Regulations. Mr Jesionowski had worked 33/52 of his holiday year.

$$\begin{aligned}(5.6 \times 33/52) &= 3.55 \\ 3.55 \times 4 &= 14.2 \\ 14.2 \times 9.63 &= \text{£}136.75.\end{aligned}$$

Statement of employment particulars

35. There is no evidence from either party to suggest that the claimant was presented with a section 1 statement of employment particulars. He is therefore entitled to an award under section 38 of the Employment Act 2002. I award the minimum award of two weeks' pay in the sum of £77.04. The factors I have considered in making an award of two weeks rather than four

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weeks are the fact that the respondent is a small unincorporated association run by a committee of volunteers. They have limited resources. There is nothing to suggest that they had the resources to access legal advice in order to draft employment contracts. I accept that the committee have attempted to do their best to honour their legal obligations and that any default was not willful or deliberate on their part. On that basis it would not be just and equitable to increase the award to four weeks' pay.

36. In terms of the section 1 statement of employment particulars the evidence presented by the parties is largely agreed. I find that the terms of the contract at the time the Tribunal claim was presented were that:

- a. The claimant would be paid £9.63 per hour for working a 4 hour shift every Saturday during the respondent's term times.
- b. The claimant's wages would be paid monthly in arrears.
- c. The claimant's paid holiday entitlement would be governed by the statutory minimum within the Working Time Regulations 1998. There were no specific contractual holiday provisions.
- d. There were no contractual provisions regarding incapacity for work, sick pay, any other paid leave or pensions.
- e. The provisions for notice were the statutory minimum. There was no contractual notice provision.
- f. The claimant's job title was "Teacher" and he was required to work at the Respondent's Bradford premises at the Polish Catholic Community Centre, 15-17 Edmund Street, Bradford, West Yorkshire BD5 0BH.
- g. His employment began on 1st September 2017 and his period of continuous employment also started on that date.

Mrs A Jesionowska

37. The claimant's witness statement was at p108. Her attendance records at p215-217 were confirmed as accurate. She worked 7.5 hours every Saturday and was paid £9.63 per hour. She worked as a teacher in the latter period of her employment. She was paid monthly in arrears. Holiday pay was due to be paid in a lump sum at the end of the summer holiday i.e. the end of August/beginning of September. The claimant says that she formally handed in her resignation on 14th June 2019 but it is apparent that the last day that she worked was 18th May 2019. I find that her employment terminated on 18th May 2019 as there is no evidence that either party expected her to attend work after this date.

Wages

38. The claimant claimed unpaid wages for March to May 2019 which was a total of 9 Saturdays. She worked 7.5 hours per week at a rate of £9.63 making a total for the period of £650.03. She received a payment on account in March of £100 giving a total sum of unpaid wages outstanding of £550.03.

Holiday

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39. Accrued holiday pay is calculated using the formula at regulation 14 of the Working Time Regulations. Mrs Jesionowska had worked 38/52 of her holiday year.

$$(5.6 \times 38/52) = 4.09$$

$$4.09 \times 7.5 = 30.68$$

$$30.68 \times 9.63 = \text{£}295.45.$$

Statement of employment particulars

40. There is no evidence from either party to suggest that the claimant was presented with a section 1 statement of employment particulars. She is therefore entitled to an award under section 38 of the Employment Act 2002. I award the minimum award of two weeks' pay in the sum of £144.45. The factors I have considered in making an award of two weeks rather than four weeks are the fact that the respondent is a small unincorporated association run by a committee of volunteers. They have limited resources. There is nothing to suggest that they had the resources to access legal advice in order to draft employment contracts. I accept that the committee have attempted to do their best to honour their legal obligations and that any default was not willful or deliberate on their part. On that basis it would not be just and equitable to increase the award to four weeks' pay.

41. In terms of the section 1 statement of employment particulars the evidence presented by the parties is largely agreed. I find that the terms of the contract at the time the Tribunal claim was presented were that:

- a. The claimant would be paid £9.63 per hour for working a 7.5 hour shift every Saturday during the respondent's term times.
- b. The claimant's wages would be paid monthly in arrears.
- c. The claimant's paid holiday entitlement would be governed by the statutory minimum within the Working Time Regulations 1998. There were no specific contractual holiday provisions.
- d. There were no contractual provisions regarding incapacity for work, sick pay, any other paid leave or pensions.
- e. The provisions for notice were the statutory minimum. There was no contractual notice provision.
- f. The claimant's job title was "Teacher" and she was required to work at the Respondent's Bradford premises at the Polish Catholic Community Centre, 15-17 Edmund Street, Bradford, West Yorkshire BD5 0BH.
- g. Her employment began on 1st March 016 and her period of continuous employment also started on that date.

Mrs A Czaban

42. The claimant's witness statement was at p125. Her attendance records starting at p218 were confirmed as accurate. She worked 4 hours every Saturday and was paid £9.63 per hour. She worked as a teacher. She was

Case Nos: 1802014/2019,1802015/2019,1803065/2019,
1803066/2019,1803067/2019, 1803068/2019,
1803069/2019, 1803070/2019, 1803071/2019
1803072/2019. 1803073/2019

paid monthly in arrears. Holiday pay was due to be paid in a lump sum at the end of the summer holiday i.e. the end of August/beginning of September. The claimant says that she formally handed in her resignation on 11th June 2019 but it is apparent that the last day that she worked was 18th May 2019. I find that her employment terminated on 18th May 2019 as there is no evidence that either party expected her to attend work after this date.

Wages

43. The claimant claimed unpaid wages for March to May 2019 which was a total of 8 Saturdays. She worked 4 hours per week at a rate of £9.63 making a total for the period of £308.16.

Holiday

44. Accrued holiday pay is calculated using the formula at regulation 14 of the Working Time Regulations. Mrs Czaban had worked 38/52 of her holiday year.

$$(5.6 \times 38/52) = 4.09$$

$$4.09 \times 4 = 16.36$$

$$16.36 \times 9.63 = \text{£}157.55.$$

Statement of employment particulars

45. There is no evidence from either party to suggest that the claimant was presented with a section 1 statement of employment particulars. She is therefore entitled to an award under section 38 of the Employment Act 2002. I award the minimum award of two weeks' pay in the sum of £77.04. The factors I have considered in making an award of two weeks rather than four weeks are the fact that the respondent is a small unincorporated association run by a committee of volunteers. They have limited resources. There is nothing to suggest that they had the resources to access legal advice in order to draft employment contracts. I accept that the committee have attempted to do their best to honour their legal obligations and that any default was not willful or deliberate on their part. On that basis it would not be just and equitable to increase the award to four weeks' pay.

46. In terms of the section 1 statement of employment particulars the evidence presented by the parties is largely agreed. I find that the terms of the contract at the time the Tribunal claim was presented were that:

- a. The claimant would be paid £9.63 per hour for working a 4 hour shift every Saturday during the respondent's term times.
- b. The claimant's wages would be paid monthly in arrears.
- c. The claimant's paid holiday entitlement would be governed by the statutory minimum within the Working Time Regulations 1998. There were no specific contractual holiday provisions.
- d. There were no contractual provisions regarding incapacity for work, sick pay, any other paid leave or pensions.

Case Nos: 1802014/2019,1802015/2019,1803065/2019,
1803066/2019,1803067/2019, 1803068/2019,
1803069/2019, 1803070/2019, 1803071/2019
1803072/2019. 1803073/2019

- e. The provisions for notice were the statutory minimum. There was no contractual notice provision.
- f. The claimant's job title was "Teacher" and she was required to work at the Respondent's Bradford premises at the Polish Catholic Community Centre, 15-17 Edmund Street, Bradford, West Yorkshire BD5 0BH.
- g. Her employment began on 1st September 2016 and her period of continuous employment also started on that date.

Mrs E Rytel

47. The claimant's witness statement was at p127. Her attendance records at p221-223 were confirmed as accurate. She worked 4 hours every Saturday and was paid £9.63 per hour. She worked as a teacher. She was paid monthly in arrears. Holiday pay was due to be paid in a lump sum at the end of the summer holiday i.e. the end of August/beginning of September. The claimant says that she formally handed in her resignation on 11th June 2019 but it is apparent that the last day that she worked was 18th May 2019. I find that her employment terminated on 18th May 2019 as there is no evidence that either party expected her to attend work after this date.

Wages

48. The claimant claimed unpaid wages for March to May 2019 which was a total of 9 Saturdays. She worked 4 hours per week at a rate of £9.63 making a total for the period of £346.68.

Holiday

49. Accrued holiday pay is calculated using the formula at regulation 14 of the Working Time Regulations. Mrs Rytel had worked 38/52 of her holiday year.
 $(5.6 \times 38/52) = 4.09$
 $4.09 \times 4 = 16.36$
 $16.36 \times 9.63 = £157.55.$

Statement of employment particulars

50. There is no evidence from either party to suggest that the claimant was presented with a section 1 statement of employment particulars. She is therefore entitled to an award under section 38 of the Employment Act 2002. I award the minimum award of two weeks' pay in the sum of £77.04. The factors I have considered in making an award of two weeks rather than four weeks are the fact that the respondent is a small unincorporated association run by a committee of volunteers. They have limited resources. There is nothing to suggest that they had the resources to access legal advice in order to draft employment contracts. I accept that the committee have attempted to do their best to honour their legal obligations and that any default was not willful or deliberate on their part. On that basis it would not be just and equitable to increase the award to four weeks' pay.

Case Nos: 1802014/2019,1802015/2019,1803065/2019,
1803066/2019,1803067/2019, 1803068/2019,
1803069/2019, 1803070/2019, 1803071/2019
1803072/2019. 1803073/2019

51. In terms of the section 1 statement of employment particulars the evidence presented by the parties is largely agreed. I find that the terms of the contract at the time the Tribunal claim was presented were that:

- a. The claimant would be paid £9.63 per hour for working a 4 hour shift every Saturday during the respondent's term times.
- b. The claimant's wages would be paid monthly in arrears.
- c. The claimant's paid holiday entitlement would be governed by the statutory minimum within the Working Time Regulations 1998. There were no specific contractual holiday provisions.
- d. There were no contractual provisions regarding incapacity for work, sick pay, any other paid leave or pensions.
- e. The provisions for notice were the statutory minimum. There was no contractual notice provision.
- f. The claimant's job title was "Teacher" and she was required to work at the Respondent's Bradford premises at the Polish Catholic Community Centre, 15-17 Edmund Street, Bradford, West Yorkshire BD5 0BH.
- g. Her employment began on 1st March 2016 and her period of continuous employment also started on that date.

Mrs K Majchrzak

52. The claimant's witness statement was at p130. Her attendance records at starting at p224 were largely confirmed as accurate. She worked 4 hours every Saturday (save for some dates in 2017 and 2018 where she worked up to 7.5 hours which are not material for the purposes of this claim) and was paid £9.63 per hour. She worked as a Teaching Assistant. She was paid monthly in arrears. Holiday pay was due to be paid in a lump sum at the end of the summer holiday i.e. the end of August/beginning of September. It is apparent that the last day that she worked was 13th April 2019. I find that her employment terminated on 13th April 2019 as there is no evidence that either party expected her to attend work after this date.

Wages

53. The claimant claimed unpaid wages for March to April 2019 which was a total of 7 Saturdays. She worked 4 hours per week at a rate of £9.63 making a total for the period of £269.64. She received £100 payment on account. The total sum of unpaid wages outstanding is therefore £169.64.

Holiday

54. Accrued holiday pay is calculated using the formula at regulation 14 of the Working Time Regulations. Mrs Majchrzak had worked 33/52 of her holiday year.

$$\begin{aligned}(5.6 \times 33/52) &= 3.55 \\ 3.55 \times 4 &= 14.20 \\ 14.20 \times 9.63 &= \text{£}136.75.\end{aligned}$$

Statement of employment particulars

55. There is no evidence from either party to suggest that the claimant was presented with a section 1 statement of employment particulars. She is therefore entitled to an award under section 38 of the Employment Act 2002. I award the minimum award of two weeks' pay in the sum of £77.04. The factors I have considered in making an award of two weeks rather than four weeks are the fact that the respondent is a small unincorporated association run by a committee of volunteers. They have limited resources. There is nothing to suggest that they had the resources to access legal advice in order to draft employment contracts. I accept that the committee have attempted to do their best to honour their legal obligations and that any default was not willful or deliberate on their part. On that basis it would not be just and equitable to increase the award to four weeks' pay.

56. In terms of the section 1 statement of employment particulars the evidence presented by the parties is largely agreed. I find that the terms of the contract at the time the Tribunal claim was presented were that:

- a. The claimant would be paid £9.63 per hour for working a 4 hour shift every Saturday during the respondent's term times.
- b. The claimant's wages would be paid monthly in arrears.
- c. The claimant's paid holiday entitlement would be governed by the statutory minimum within the Working Time Regulations 1998. There were no specific contractual holiday provisions.
- d. There were no contractual provisions regarding incapacity for work, sick pay, any other paid leave or pensions.
- e. The provisions for notice were the statutory minimum. There was no contractual notice provision.
- f. The claimant's job title was "Teaching Assistant" and she was required to work at the Respondent's Bradford premises at the Polish Catholic Community Centre, 15-17 Edmund Street, Bradford, West Yorkshire BD5 0BH.
- g. Her employment began on 1st September 2017 and her period of continuous employment also started on that date.

Mrs M Tabaczka

57. The claimant's witness statement was at p137. Her attendance records at p240-242 were confirmed as accurate. She worked 3.5 hours every Saturday and was paid £8.06 per hour. She worked as a teaching assistant. She was paid monthly in arrears. Holiday pay was due to be paid in a lump sum at the end of the summer holiday i.e. the end of August/beginning of September. It is apparent that the last day that she worked was 18th May 2019. I find that her employment terminated on 18th May 2019 as there is no evidence that either party expected her to attend work after this date.

Wages

Case Nos: 1802014/2019,1802015/2019,1803065/2019,
1803066/2019,1803067/2019, 1803068/2019,
1803069/2019, 1803070/2019, 1803071/2019
1803072/2019. 1803073/2019

58. The claimant claimed unpaid wages for March to May 2019 which was a total of 9 Saturdays. She worked 3.5 hours per week at a rate of £8.06 making a total for the period of £253.89. She received a payment on account of £100. Once this has been deducted the total wages sum outstanding is £153.89

Holiday

59. Accrued holiday pay is calculated using the formula at regulation 14 of the Working Time Regulations. Mrs Tabaczka had worked 38/52 of her holiday year.

$$(5.6 \times 38/52) = 4.09$$

$$4.09 \times 3.5 = 14.32$$

$$14.32 \times 8.06 = £115.42.$$

Statement of employment particulars

60. There is no evidence from either party to suggest that the claimant was presented with a section 1 statement of employment particulars. She is therefore entitled to an award under section 38 of the Employment Act 2002. I award the minimum award of two weeks' pay in the sum of £56.42. The factors I have considered in making an award of two weeks rather than four weeks are the fact that the respondent is a small unincorporated association run by a committee of volunteers. They have limited resources. There is nothing to suggest that they had the resources to access legal advice in order to draft employment contracts. I accept that the committee have attempted to do their best to honour their legal obligations and that any default was not willful or deliberate on their part. On that basis it would not be just and equitable to increase the award to four weeks' pay.

61. In terms of the section 1 statement of employment particulars the evidence presented by the parties is largely agreed. I find that the terms of the contract at the time the Tribunal claim was presented were that:

- a. The claimant would be paid £8.06 per hour for working a 3.5 hour shift every Saturday during the respondent's term times.
- b. The claimant's wages would be paid monthly in arrears.
- c. The claimant's paid holiday entitlement would be governed by the statutory minimum within the Working Time Regulations 1998. There were no specific contractual holiday provisions.
- d. There were no contractual provisions regarding incapacity for work, sick pay, any other paid leave or pensions.
- e. The provisions for notice were the statutory minimum. There was no contractual notice provision.
- f. The claimant's job title was "Teaching Assistant" and she was required to work at the Respondent's Bradford premises at the Polish Catholic Community Centre, 15-17 Edmund Street, Bradford, West Yorkshire BD5 0BH.
- g. Her employment began on 1st March 2016 and her period of continuous employment also started on that date.

Case Nos: 1802014/2019,1802015/2019,1803065/2019,
1803066/2019,1803067/2019, 1803068/2019,
1803069/2019, 1803070/2019, 1803071/2019
1803072/2019. 1803073/2019

Mrs L Cichewicz

62. The claimant's witness statement was at p141. Her attendance records at p230-232 were confirmed as accurate. She worked 7.5 hours every Saturday and was paid £9.63 per hour. She worked as a teacher. She was paid monthly in arrears. Holiday pay was due to be paid in a lump sum at the end of the summer holiday i.e. the end of August/beginning of September. Whilst she says that she formally handed in her resignation on 10th June 2019 it is apparent that the last day that she worked was 18th May 2019. I find that her employment terminated on 18th May 2019 as there is no evidence that either party expected her to attend work after this date.

Wages

63. The claimant claimed unpaid wages for March to May 2019 which was a total of 9 Saturdays. She worked 7.5 hours per week at a rate of £9.63 making a total for the period of £650.03. She received a payment on account of £100. Once this has been deducted the total wages sum outstanding is £550.03

Holiday

64. Accrued holiday pay is calculated using the formula at regulation 14 of the Working Time Regulations. Mrs Cichewicz had worked 38/52 of her holiday year.

$$(5.6 \times 38/52) = 4.09$$
$$4.09 \times 7.5 = 30.68$$
$$30.68 \times 9.63 = \text{£}295.45.$$

Statement of employment particulars

65. There is no evidence from either party to suggest that the claimant was presented with a section 1 statement of employment particulars. She is therefore entitled to an award under section 38 of the Employment Act 2002. I award the minimum award of two weeks' pay in the sum of £144.45. The factors I have considered in making an award of two weeks rather than four weeks are the fact that the respondent is a small unincorporated association run by a committee of volunteers. They have limited resources. There is nothing to suggest that they had the resources to access legal advice in order to draft employment contracts. I accept that the committee have attempted to do their best to honour their legal obligations and that any default was not willful or deliberate on their part. On that basis it would not be just and equitable to increase the award to four weeks' pay.

66. In terms of the section 1 statement of employment particulars the evidence presented by the parties is largely agreed. I find that the terms of the contract at the time the Tribunal claim was presented were that:

- a. The claimant would be paid £9.63 per hour for working a 7.5 hour shift every Saturday during the respondent's term times.
- b. The claimant's wages would be paid monthly in arrears.

Case Nos: 1802014/2019,1802015/2019,1803065/2019,
1803066/2019,1803067/2019, 1803068/2019,
1803069/2019, 1803070/2019, 1803071/2019
1803072/2019. 1803073/2019

- c. The claimant's paid holiday entitlement would be governed by the statutory minimum within the Working Time Regulations 1998. There were no specific contractual holiday provisions.
- d. There were no contractual provisions regarding incapacity for work, sick pay, any other paid leave or pensions.
- e. The provisions for notice were the statutory minimum. There was no contractual notice provision.
- f. The claimant's job title was "Teacher" and she was required to work at the Respondent's Bradford premises at the Polish Catholic Community Centre, 15-17 Edmund Street, Bradford, West Yorkshire BD5 0BH.
- g. Her employment began on 1st September 2016 and her period of continuous employment also started on that date.

Mrs L Wasilewska

67. The claimant's witness statement was at p139. Her attendance records starting at p228 were confirmed as accurate save that from February 2019 she worked a 3.5 hour shift rather than a 3 hour shift. She worked 3.5 hours every Saturday and was paid £8.06 per hour. She worked as a teaching assistant. She was paid monthly in arrears. Holiday pay was due to be paid in a lump sum at the end of the summer holiday i.e. the end of August/beginning of September. Whilst she says that she formally handed in her resignation on 10th May 2019 it is apparent that the last day that she worked was 13th April 2019. I find that her employment terminated on 13th April 2019 as there is no evidence that either party expected her to attend work after this date.

Wages

68. The claimant claimed unpaid wages for March to April 2019 which was a total of 7 Saturdays. She worked 3.5 hours per week at a rate of £8.06 making a total for the period of £197.47. She received a payment on account of £100. Once this has been deducted the total wages sum outstanding is £97.47

Holiday

69. Accrued holiday pay is calculated using the formula at regulation 14 of the Working Time Regulations. Mrs Wasilewska had worked 33/52 of her holiday year.

$$(5.6 \times 33/52) = 3.55$$

$$3.55 \times 3.5 = 12.43$$

$$12.43 \times 8.06 = £100.19.$$

Statement of employment particulars

70. There is no evidence from either party to suggest that the claimant was presented with a section 1 statement of employment particulars. She is

Case Nos: 1802014/2019,1802015/2019,1803065/2019,
1803066/2019,1803067/2019, 1803068/2019,
1803069/2019, 1803070/2019, 1803071/2019
1803072/2019. 1803073/2019

therefore entitled to an award under section 38 of the Employment Act 2002. I award the minimum award of two weeks' pay in the sum of £56.42. The factors I have considered in making an award of two weeks rather than four weeks are the fact that the respondent is a small unincorporated association run by a committee of volunteers. They have limited resources. There is nothing to suggest that they had the resources to access legal advice in order to draft employment contracts. I accept that the committee have attempted to do their best to honour their legal obligations and that any default was not willful or deliberate on their part. On that basis it would not be just and equitable to increase the award to four weeks' pay.

71. In terms of the section 1 statement of employment particulars the evidence presented by the parties is largely agreed. I find that the terms of the contract at the time the Tribunal claim was presented were that:

- a. The claimant would be paid £8.06 per hour for working a 3.5 hour shift every Saturday during the respondent's term times.
- b. The claimant's wages would be paid monthly in arrears.
- c. The claimant's paid holiday entitlement would be governed by the statutory minimum within the Working Time Regulations 1998. There were no specific contractual holiday provisions.
- d. There were no contractual provisions regarding incapacity for work, sick pay, any other paid leave or pensions.
- e. The provisions for notice were the statutory minimum. There was no contractual notice provision.
- f. The claimant's job title was "Teaching Assistant" and she was required to work at the Respondent's Bradford premises at the Polish Catholic Community Centre, 15-17 Edmund Street, Bradford, West Yorkshire BD5 0BH.
- g. Her employment began on 13th January 2018 and her period of continuous employment also started on that date.

Mrs M Gas

72. The claimant's witness statement was at p143. Her attendance records starting at p237 were confirmed as accurate. She worked 7.5 hours every Saturday and was paid £9.63 per hour. She worked as a teacher. She was paid monthly in arrears. Holiday pay was due to be paid in a lump sum at the end of the summer holiday i.e. the end of August/beginning of September. It is apparent that the last day that she worked was 11th May 2019. I find that her employment terminated on 11th May 2019.

Wages

73. The claimant claimed unpaid wages for March to May 2019 which was a total of 8 Saturdays. She worked 7.5 hours per week at a rate of £9.63 making a total for the period of £577.80. She received a payment on account of £100. Once this has been deducted the total wages sum outstanding is £477.80

Holiday

Case Nos: 1802014/2019,1802015/2019,1803065/2019,
1803066/2019,1803067/2019, 1803068/2019,
1803069/2019, 1803070/2019, 1803071/2019
1803072/2019. 1803073/2019

74. Accrued holiday pay is calculated using the formula at regulation 14 of the Working Time Regulations. Mrs Gas had worked 37/52 of her holiday year.

$$(5.6 \times 37/52) = 3.98$$

$$3.98 \times 7.5 = 29.85$$

$$29.85 \times 9.63 = \text{£}287.46.$$

Statement of employment particulars

75. There is no evidence from either party to suggest that the claimant was presented with a section 1 statement of employment particulars. She is therefore entitled to an award under section 38 of the Employment Act 2002. I award the minimum award of two weeks' pay in the sum of £144.45. The factors I have considered in making an award of two weeks rather than four weeks are the fact that the respondent is a small unincorporated association run by a committee of volunteers. They have limited resources. There is nothing to suggest that they had the resources to access legal advice in order to draft employment contracts. I accept that the committee have attempted to do their best to honour their legal obligations and that any default was not willful or deliberate on their part. On that basis it would not be just and equitable to increase the award to four weeks' pay.

76. In terms of the section 1 statement of employment particulars the evidence presented by the parties is largely agreed. I find that the terms of the contract at the time the Tribunal claim was presented were that:

- a. The claimant would be paid £9.63 per hour for working a 7.5 hour shift every Saturday during the respondent's term times.
- b. The claimant's wages would be paid monthly in arrears.
- c. The claimant's paid holiday entitlement would be governed by the statutory minimum within the Working Time Regulations 1998. There were no specific contractual holiday provisions.
- d. There were no contractual provisions regarding incapacity for work, sick pay, any other paid leave or pensions.
- e. The provisions for notice were the statutory minimum. There was no contractual notice provision.
- f. The claimant's job title was "Teacher" and she was required to work at the Respondent's Bradford premises at the Polish Catholic Community Centre, 15-17 Edmund Street, Bradford, West Yorkshire BD5 0BH.
- g. Her employment began on 1st September 2016 and her period of continuous employment also started on that date.

Mrs K Swiatek

77. The claimant's witness statement was at p135. Her attendance records at p226-227 were confirmed as accurate. She worked 4 hours every Saturday and was paid £9.63 per hour. She worked as a teacher. She was paid monthly in arrears. Holiday pay was due to be paid in a lump sum at the end

Case Nos: 1802014/2019,1802015/2019,1803065/2019,
1803066/2019,1803067/2019, 1803068/2019,
1803069/2019, 1803070/2019, 1803071/2019
1803072/2019. 1803073/2019

of the summer holiday i.e. the end of August/beginning of September. It is apparent that the last day that she worked was 13th April 2019. I find that her employment terminated on 13th April 2019.

Wages

78. The claimant claimed unpaid wages for March to April 2019 which was a total of 7 Saturdays. She worked 4 hours per week at a rate of £9.63 making a total for the period of £269.64. She received a payment on account of £100. Once this has been deducted the total wages sum outstanding is £169.64.

Holiday

79. Accrued holiday pay is calculated using the formula at regulation 14 of the Working Time Regulations. Mrs Swiatek had worked 33/52 of her holiday year.

$$\begin{aligned}(5.6 \times 33/52) &= 3.55 \\ 3.55 \times 4 &= 14.20 \\ 14.20 \times 9.63 &= \text{£}136.75\end{aligned}$$

Statement of employment particulars

80. There is no evidence from either party to suggest that the claimant was presented with a section 1 statement of employment particulars. She is therefore entitled to an award under section 38 of the Employment Act 2002. I award the minimum award of two weeks' pay in the sum of £77.04. The factors I have considered in making an award of two weeks rather than four weeks are the fact that the respondent is a small unincorporated association run by a committee of volunteers. They have limited resources. There is nothing to suggest that they had the resources to access legal advice in order to draft employment contracts. I accept that the committee have attempted to do their best to honour their legal obligations and that any default was not willful or deliberate on their part. On that basis it would not be just and equitable to increase the award to four weeks' pay.

81. In terms of the section 1 statement of employment particulars the evidence presented by the parties is largely agreed. I find that the terms of the contract at the time the Tribunal claim was presented were that:

- a. The claimant would be paid £9.63 per hour for working a 4 hour shift every Saturday during the respondent's term times.
- b. The claimant's wages would be paid monthly in arrears.
- c. The claimant's paid holiday entitlement would be governed by the statutory minimum within the Working Time Regulations 1998. There were no specific contractual holiday provisions.
- d. There were no contractual provisions regarding incapacity for work, sick pay, any other paid leave or pensions.
- e. The provisions for notice were the statutory minimum. There was no contractual notice provision.

Case Nos: 1802014/2019,1802015/2019,1803065/2019,
1803066/2019,1803067/2019, 1803068/2019,
1803069/2019, 1803070/2019, 1803071/2019
1803072/2019. 1803073/2019

- f. The claimant's job title was "Teacher" and she was required to work at the Respondent's Bradford premises at the Polish Catholic Community Centre, 15-17 Edmund Street, Bradford, West Yorkshire BD5 0BH.
- g. Her employment began on 25th November 2017 and her period of continuous employment also started on that date.

Employment Judge Eeley
Date 30th November 2019