



EMPLOYMENT TRIBUNALS

Claimants: Mr S Nelson and Mr DP Hague
Respondent: Ramus Seafoods Limited

AT A HEARING BY TELEPHONE CONFERENCE CALL

Heard at: Leeds **On:** 25TH March 2020
Before: Employment Judge Lancaster

Representation

Claimants: In person
Respondent: No appearance entered and did not attend

JUDGMENT

1. The name of the Respondent is amended to Ramus Seafoods Limited.
2. The Claimants are each entitled to, and the Respondent is ordered to pay to them a redundancy payment calculated as follows:

Mr Nelson (8 years employment all above the age of 41, $8 \times 1 \frac{1}{2} = 12$ weeks' pay @ £368.40 per week) £4420.80

Mr Hague (8 years employment all above the age of 41, $8 \times 1 \frac{1}{2} = 12$ weeks' pay @ £364.80 per week) £4377.60

3. The claims of wrongful dismissal (breach of contract) succeed and the Respondent is ordered to pay to each Claimant damages of gross pay in lieu of notice as follows:

Mr Nelson 8 weeks less $4 \frac{1}{2}$ weeks, $3 \frac{1}{2}$ weeks @ 368.40 = £1289.40

Mr Hague 7 weeks less $4 \frac{1}{2}$ weeks, $2 \frac{1}{2}$ weeks @ 364.80 = £912.00

4. The Claimants are each entitled to, and the Respondent is ordered to pay to them compensation for accrued but untaken holidays at the date of termination, calculated as follows:

Mr Nelson $244/365 \times 5.6$ weeks (pro rata) = 3.74 weeks less 10 days = 8.7 days @ £73.68 gross per day = £641.02

Cases: 1800610/2020 &
1801042/2020

Mr Hague $244/365 \times 5.6 \text{ weeks (pro rata)} = 3.74 \text{ weeks less } 15 \text{ days} = 3.7 \text{ days @}$
 $\pounds 72.96 \text{ gross per day} = \pounds 269.95$

REASONS

Because the hearing had to be conducted by telephone due to the postponement of face-to-face hearings during the covid 19 pandemic the decision was then reserved to allow time for the calculations to be done on the basis of the information provided. Brief written reasons are therefore required.

The title of the Respondent company as it appears on the Companies House website is Ramus Seafoods Ltd. (Ramus Seafood Ltd was briefly a previous name).

I accept the information given to me by the Claimants at this hearing.

They were each given notice of redundancy dated 30th October 2019 to expire on 30th November 2019, so that their last working day was 29th November 2019, and they were paid wages up to the date of termination.

Mr Nelson had worked for the Respondent since 20th May 2011 and Mr Hague since December 2011, 8 and 7 completed years respectively. Their minimum statutory notice periods were therefore 8 weeks and 7 weeks. Had Mr Hague been given his full entitlement of 7 weeks notice to expire on 18th December 2019, he would therefore have completed a further full year of employment: section 145 (5) of the Employment Rights Act 1996 applies to extend the relevant date to 18th December 2019 for the purposes of calculating his entitlement to a redundancy payment.

In the termination letter of 30th October 2019 the Respondent accepted liability to pay redundancy both a redundancy payment and the balance of the notice period, as the actual notice given was only 4 ½ weeks. Those sums have not however been paid. The balance of notice pay, as it has not in fact been processed through the Respondent's pay roll is therefore for the purposes of this judgment to be assessed gross and not net as it was in the figures in the letter (£1095.11 and £766.40 respectively).

The redundancy payment figure given by the Respondent to Mr Nelson was correctly calculated at 12 weeks' pay (1 ½ weeks pay for each of the 8 continuous years of employment) and was given as £4420.80. That is weekly gross pay of £368.40.

The redundancy payment figure given by the Respondent to Mr Hague was incorrectly calculated at 10 ½ weeks' pay (1 ½ weeks pay for 7 continuous years of employment) and was given as £3830.40. That is weekly gross pay of £364.80. The correct figure at this accepted rate of pay is for 12 weeks and is therefore £4377.60.

Applying the same figures for gross weekly pay the balances of notice pay due are £1289.40 and £912.00.

The holiday year ran from April to April. The annual entitlement was the statutory minimum of 5.6 weeks, expressed as 4 weeks plus bank holidays. Pro rata that is 3.74 weeks up to 30th November 2019 and equates to 18.7 days on 5 day working week.

Cases: 1800610/2020 &
1801042/2020

Mr Nelson had taken 5 days (1 week's) holiday in the current leave year and Mr Hague 10 days (2 weeks'). There were also 5 statutory bank holidays between April and November last year.

Applying the same figures for gross weekly pay the amounts outstanding for 8.7 days and 3.7 days respectively are £641.02 and £269.95.

EMPLOYMENT JUDGE LANCASTER

DATE 25th March 2020