



EMPLOYMENT TRIBUNALS (SCOTLAND)

Case No: 4103622/2020 (A)

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Held via telephone conference call on 27 October 2020

Employment Judge R Gall

10 **Mr J Dornan**

**Claimant
In Person**

15 **Digeasley Limited**

**Respondent
No appearance and
No representation**

JUDGMENT OF THE EMPLOYMENT TRIBUNAL

20 The Judgment of the Tribunal is that the respondents are due to pay to the claimant:-

(1) Money by way of breach of contract, no notice or payment in lieu of notice having been given by the respondents to the claimant on termination of his employment. The sum involved is one week's wages, the amount of £375, gross. The respondents are ordered to pay that sum to the claimant.

25 (2) Money in respect of 2 weeks' pay for the period when the claimant was furloughed and received no pay from the respondents. The sum due to the claimant is £304, gross, in respect of each of those weeks, a total of £608, gross. The respondents are ordered to pay that amount to the claimant.

The claim in respect of holiday pay is not insisted upon by the claimant.

30 As stated at the Hearing, in terms of Rule 62 of the Employment Tribunals (Constitution & Rules of Procedure) Regulations 2013, written reasons will not be provided unless they are asked for by any party at the Hearing itself or by written request presented by any party within 14 days of the sending of the written record of the decision. No request for written reasons was made at the Hearing. The

following sets out what was said at the conclusion of the hearing. It is provided for the convenience of parties.

REASONS

1. In this case I heard evidence from Mr Dornan, the claimant. He had submitted productions, comprising pay slips and his letter of termination. There was no form ET3 from the respondents intimating defence of the claim. The respondents were not present or represented at this hearing.
2. I accepted the evidence from Mr Dornan as credible and reliable.
3. Mr Dornan was employed by the respondents from 1 August 2018 until 30 May 2020. He earned £375 gross, £294 net.
4. With effect from 30 March 2020 Mr Dornan was furloughed by the respondents. He had been paid in respect of work up to that date. He was furloughed for a period of 8 weeks before his employment ended. He received payment for 6 of those weeks. He received £304 gross per week whilst on furlough. That payment was made late, however was paid to him. He did not receive payment for 2 of the weeks when he was on furlough.
5. Each week of furlough, apart from the 2 weeks for which no payment was made, saw Mr Dornan receive £304 gross. As he did not receive 2 weeks at this amount, the sum due to him is £608 gross. Judgment for that sum is confirmed.
6. When Mr Dornan's employment with the respondents was ended by them, they did that with immediate effect. They stated that they had ended his employment as they did not wish to make any further CJRS applications on his behalf.
7. The respondents did not make any payment in lieu of notice. The respondents ought to have given Mr Dornan a week's notice or a week's payment in lieu of notice. They did not do so. They are due payment of a week's wages to Mr Dornan by way of damages for breach of contract. The sum due to him is £375, gross. Judgment for that sum is confirmed.

8. The claim presented included a claim in respect of holiday pay. An element of payment has been paid by the respondents to Mr Dornan and is described as holiday pay. Despite requests no breakdown of that sum has been given to Mr Dornan. Mr Dornan confirmed that, despite a sense that there were
5 further sums due to him by way of pay for holiday leave accrued but not taken at time of termination of his employment, he could not specify that sum or how it would be calculated. He decided therefore not to insist upon his claim for holiday pay.

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Employment Judge: Robert Gall
Date of Judgment: 27 October 2020
Entered in register: 11 November 2020
and copied to parties

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