



**EMPLOYMENT TRIBUNALS (SCOTLAND)**

5 Case No: 4104964/2018

Held in Glasgow on 8 October 2018

10 Employment Judge: Ian McPherson

15 Mr. William McGowan

Claimant  
In Person

20 GCN (Scotland) Ltd

Respondents  
Represented by:-  
Mr. Jon Kiddie -  
Solicitor

**JUDGMENT OF THE EMPLOYMENT TRIBUNAL**

25 Both parties having appeared at this Preliminary Hearing, and after  
adjournment allowed by the Tribunal for them to discuss matters, in light of  
the Tribunal's previous Judgment issued on 3 September 2018, and parties  
now being agreed upon the terms of settlement as per this Judgment, of  
consent, and the Employment Judge, acting in terms of **Rule 64 of the**  
30 **Employment Tribunal Rules of Procedure 2013**, considering it fit to make  
such a Judgment, **of consent of both parties**, the judgment of the  
Employment Tribunal is that:

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- (1) The parties agree that the claimant shall restrict his claim to **Seven**  
35 **hundred and one pounds, twenty-five pence (£701.25)**, which consists  
of 4.5 days of holiday pay, plus 4 days for 19 - 22 March 2016, per

paragraph 18 (page 9) of the Judgment of 3 September 2018, i.e. the claimant foregoes his claim for one weeks' lie time;

(2) Continue the case 14 days for payment of that agreed sum to the claimant by the respondents; and

5 (3) The claimant confirms withdrawal of his claim relating to one week's lying time, which shall be dismissed.

## REASONS

### Introduction

1. This case called again before me at 10.00am on the morning of Monday, 8  
10 October 2018, for a Case Management Preliminary Hearing, as per Notice of Preliminary Hearing issued by the Tribunal to both parties under cover of a letter dated 5 October 2018.

2. That Notice of Hearing followed upon correspondence received by the Tribunal from both parties, on 4 October 2018, when a Final Hearing  
15 scheduled for today's date, by Notice of Final Hearing issued on 6 September 2018, was converted on my instructions to this Preliminary Hearing to allow both parties to address the Tribunal.

### Adjournment for Parties to discuss Settlement

3. Having heard from both the claimant in person, and the respondents' solicitor, I adjourned the Hearing for them to have discussions regarding  
20 future procedure and disposal of this case, in light of my previous Judgment issued on 3 September 2018.

### Judgment of Consent

4. I allowed a short adjournment so enable the claimant to read my earlier  
25 Judgment, notwithstanding it had been posted to him, on 3 September 2018, but he claims not to have received it, along a further copy, sent to him by

email on 4 October 2018, which he acknowledged having received, but not having fully read it, as it was an attachment sent to his email address, and only accessible on his phone.

5. In those circumstances, I had the clerk to the Tribunal provide the claimant with a hard, paper copy of that previous Judgment, as I had then ordered the claimant to clarify his position, within 10 days of issue of that Judgment, which he had not done, according to him because he had not received the Judgment.
6. He had telephoned the Tribunal, on 1 October 2018, seeking an update, and on 2 October 2018, a clerk to the Tribunal emailed him the Judgment, but he could not access it. A further copy was sent to him, by email on 4 October 2018, after he called the clerk again, saying he had been having problems with his phone.
7. After the adjournment of this Hearing, I was provided with a hand-written proposed settlement agreed between the parties, comprising 2 paragraphs. After further discussion, that draft was adjusted, by reducing payment from 28 days to 14 days, and adding a new paragraph 3, confirming part withdrawal of the claim by the claimant, in terms of **Rule 51**.
8. Both parties having signed and dated the finally adjusted handwritten settlement terms, which document has been retained, and held on the Tribunal casefile, a copy having been provided to both parties by the clerk at this Hearing, I agreed, on their joint application, to approve it as a Consent Judgment under **Rule 64**.

#### Further Procedure

9. Hopefully, this Judgment will be the end of matters before this Tribunal. The respondents should confirm to the Tribunal, within the next 14 days, that the claimant has been paid the agreed sum of £701.25 in full and final settlement of this claim

10. Given this agreed sum was intimated to the Tribunal by the respondents' then solicitor, Mr Santoni, as far back as 16 August 2018, it is hoped that payment can be effected as soon as possible within the 14-day period allowed.
- 5 11. Of course, had the claimant replied to the Tribunal's earlier Judgment, before today's Hearing, matters could doubtless have been resolved without the need for this further Hearing. The claimant has not been diligent in enquiring as to the progress of his claim, and in failing to comply with the Tribunal's previous order for him to confirm his position. He is very much the author of  
10 the delay in the respondents making payment to him of the now agreed sum.
12. If payment is not effected by 22 October 2018, being 14 days from date of this Hearing, the claimant can revert to the Tribunal, with copy sent to the respondents' solicitor, Mr Kiddie, at the same time, as per **Rule 92**, seeking to have a Final Hearing relisted for determination of the outstanding issues  
15 between the parties.

20 **Employment Judge: I McPherson**  
**Date of Judgment: 08 October 2018**  
**Entered in register: 15 October 2018**  
**and copied to parties**