



EMPLOYMENT TRIBUNALS

COVID-19 Statement on behalf of Sir Keith Lindblom, Senior President of Tribunals

This has been a remote hearing on the papers which has not been objected to by the parties. The form of remote hearing was by Cloud Video Platform (V). A face to face hearing was not held because it was not practicable during the current pandemic and all issues could be determined in a remote hearing on the papers.

Claimant

Respondent

Ms E Newton

v

Heronsmere Homecare Ltd

Heard at: Watford (by CVP)

On: 10 March 2022

Before: Employment Judge Bloch QC

Appearances

For the Claimant: In person

For the Respondent: Did not appear

JUDGMENT ON REMEDY

1. The claimant is ordered the sum of £600.32 comprising:

- | | | |
|-----|--------------------------|----------------------|
| 1.1 | Arrears of unpaid wages: | £545.00 |
| 1.2 | Unpaid holiday pay: | <u>£ 55.32</u> |
| | | <u>£600.32 gross</u> |

REASONS

1. The claimant was employed by the respondent at a care home from 26 November 2020 until 20 December 2020. She was employed as a carer.
2. The claimant's claims of unfair dismissal were struck out by the Tribunal as the claimant did not have two years of continuous employment.

3. Following the failure by the respondent to present a valid response on time the claimant was granted judgment (liability only) in respect of her claims for unpaid wages for the month she worked and holiday pay.
4. The claimant appeared before me today by video at the remedy hearing. She told me that she had never received a contract of employment but had agreed by telephone with the respondent an hourly rate of £10.50 weekdays and £12.50 per hour for Saturdays and Sunday work. She presented to the Tribunal a document which showed the number of hours that she worked in her employment of about a month and which of those hours were at the higher rate of £12.50 as representing weekend work.
5. She told me, and I accepted, that this document had been written down by her shortly after the end of her employment and she had used various text messages which had been sent to her asking her to work (the following day) as the basis of this document. As to the number of hours, this had been calculated from her recollection at the time. She tended to write matters down on her telephone. She had been told that she would get paid within two weeks of starting work but received nothing and she told me (and I accepted) that she never received any money whatsoever for the work which she performed for the respondent.
6. The claimant told me that she had informed the respondent that she had worked 50 hours for them and this had not been disputed.
7. Accordingly, I accepted that the claimant was entitled to £545.00 as unpaid wages comprising:
 - 7.1 40 hours during the week at £10.50 = £420 and;
 - 7.2 10 hours at the weekend rate of £12.50 = £125.00The total was accordingly £545.00.
8. In respect of holiday pay I calculated that the claimant worked an average of 11.29 hours per week. Multiplied at the standard rate of 5.6, she was entitled to £63.23 hours per month which divided by 12 came to a monthly figure of £5.42 hours. Multiplying that by £10.50 provided a figure of £55.32.
9. The total award was accordingly £545.00 plus £55.32 = £600.32.
10. These are gross sums, therefore subject to any tax for which the claimant may be liable to pay.

Employment Judge Bloch QC

Date: 4 April 2022

Sent to the parties on: 7/4/2022

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For the Tribunal Office