



EMPLOYMENT TRIBUNALS

Claimant

Respondent

Mr S Rossiter

v

Redcorn Ltd

Heard at: Watford

On: 5 September 2022

Before: Employment Judge R Lewis (sitting alone)

Appearances

For the Claimant: In person

For the Respondent: Mr S Cutting, General Manager

JUDGMENT

1. The claim succeeds. The respondent is ordered to pay to the claimant:
 - 1.1. Holiday pay of £840.00
 - 1.2. The sum of £700.00 in respect of failure to issue written particulars of employment.
2. The total payable by the respondent to the claimant in accordance with this judgment is therefore £1540.00

REASONS

1. This was the hearing of a claim which the claimant presented on 31 October 2021. He has represented himself throughout the case.
2. The respondent was represented on the form ET3 by Mr Mark Kelly. Mr Cutting, who told me that he worked in a different department from the claimant, represented the respondent company. He said that the company employs about 300 people, and had access to HR advisors.
3. According to the ET1, the claimant had worked for the respondent from 21 December 2020 to 10 September 2021. On the ET3 the respondent agreed those dates. Although they were not confirmed by his P45 (which the

claimant was given apparently for the first time at this hearing) I took the agreement on the ET3 to be binding.

4. In its ET3 response the respondent referred to the claimant's contract of employment, the staff handbook, and holiday records. A case management timetable was set by letter from the tribunal dated 16 May. Neither party had complied in any respect.
5. The claimant's contract and holiday records, and extracts from the handbook, were all plainly covered by the case management directions of 16 May, but at the start of the hearing none had been provided to the claimant or to the tribunal. I adjourned and asked Mr Cutting to have them emailed to himself, the claimant and the tribunal inbox straightaway.
6. In response, the respondent sent in a blank standard contract of employment; a company handbook; and holiday records which were not those which were the subject of this dispute.
7. Mr Cutting explained that documents relating to the claimant as an individual were inaccessible. The respondent has been on notice of its obligations since 16 May. As an employer of some 300 people, I take it to be an employer of some size and administrative resources.
8. The claim was for holiday pay only. The handbook stated that the holiday pay year ran from 1 April. There was no provision for carry forward. I therefore took it that the claim was for holiday pay in the period 1 April to 10 September 2021, which I calculate as 23 weeks. I calculate the holiday accrual in that period as 9 days plus 5 Bank Holidays.
9. The ET3 said that the respondent's holiday records showed that the claimant had taken 10 days leave in that period. It gave the dates. The claimant denied having taken any holiday after 1 April 2021. In the absence of relevant holiday records, I accept that the claimant did not take any of his 9 days accrued holiday leave.
10. The claimant said that he had worked on every one of the 5 Bank Holidays in that period. Mr Cutting said that the company worked half the Bank Holidays of each year, and although the claimant challenged this, I accept Mr Cutting's assertion. I find that the claimant worked 3 Bank Holidays of the 5 which took place in the relevant period.
11. I therefore award the claimant 12 days holiday pay.
12. On the ET1 the claimant said that his take home pay was £350 per week. The respondent had agreed this on the ET3. The claimant said to me that in fact his pay was £400 a week. Payslips which were produced at this hearing showed consistently £350 per week. I make my award on that figure.
13. I find that the daily take home pay was £70, and therefore award £840.00 for holiday pay.

14. The claimant said that he had signed a contract of employment, and that it was retained by the respondent, without a copy being issued to him. I accept the accuracy of that evidence, and award 2 weeks' pay, ie £700.00, for failure to issue written terms and conditions of employment in accordance with the requirements of s.38 Employment Act 2002.
15. The total award is therefore £1,540.00

Employment Judge R Lewis

8.09.2022

Date:

26.09.2022

Sent to the parties on:

J Moossavi

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For the Tribunal Office