



## EMPLOYMENT TRIBUNALS

Claimant

**Mr. Richard Allbrighton**

v

Respondent

**Jaguar Land Rover Limited**

**Heard at: Birmingham**

**On: 14 November 2023**

**Before: Employment Judge Wedderspoon**

**Representation:**

**Claimant: In Person**

**Respondents: Mr. Barker, solicitor**

## JUDGMENT

1. The claimant is awarded £755.51 gross pay.

## REASONS

1. By claim form dated 11 June 2023 the claimant brought a claim for outstanding pay. The claimant entered ACAS conciliation on 28 March 2023 and received a certificate on 5 May 2023.
2. The claimant was employed from 5 September 2022 to 31 May 2023 as a maintenance technician. The respondent is an automotive manufacturer with manufacturing sites in the West Midlands and in Halewood, Liverpool. The claimant was based at the Hamshall site.
3. The claimant clarified today that he sought outstanding overtime payments for 23 hours worked over a three day period during the usual Christmas shutdown. The claimant worked 28, 29 and 30 December 2022; he worked 8 hours on 28 and 29 of December 2022 and 7 hours on 30 of December.
4. On the basis that the claimant had complied with ACAS conciliation and pursued sums outstanding at the date of termination, the respondent did not raise any time jurisdictional issue.
5. The Tribunal was provided with a file of 43 pages. The claimant gave evidence. Sean Sawyer, payroll department gave evidence for the respondent. Following clarification of the claimant's case today and with no objections from the claimant, the respondent was permitted to add a screenshot of the notice board at the Hamshall site and further documentation

- relating to the claimant's grievance and also allowed to ask additional questions of the claimant.
6. The claimant accepted that the screenshot produced by the respondent was the notice board at the Hamshall site and accepted that this was an invitation to work during the usual Christmas shutdown.
  7. The screenshot says "28, 29, 30 December £200 gross per day additional lump sum no TOIL". It also stated "2 January 2022 normal pay one day holiday back". The claimant accepted this was the invitation to work during the Christmas shutdown he saw on the noticeboard.
  8. The claimant's evidence is that 4 weeks before the shutdown employees were not signing up to work over the shutdown period. Mr George Parker team leader of the respondent informed the claimant and other employees during a morning team meeting that it was a lucrative opportunity namely that the employee would be paid £200 shift bonus per day; paid for three days as well as an overtime payment for three days. There was no suggestion in this conversation there would be any loss of holiday or holiday pay. On the basis that this was a lucrative opportunity and relying on what Mr. Parker had told him the claimant stated he informed Mr. Parker he accepted the invitation to work for the three days over the usual shutdown.
  9. A grievance hearing took place on 25 April 2023 conducted by Dale Greenaway operational excellence manager. The outcome letter dated 23rd June 2023 provided to the Tribunal today does not deal with the issue concerning the December period.
  10. In an e-mail from the claimant to the respondent dated 31 July 2023 the claimant repeated what he says Mr. Parker had told him about the "lucrative opportunity" and working over these days. The claimant stated *Christmas working was requested by George Parker on several occasions at our morning shift meetings. I had three days holiday booked for 28, 29 and 30 December 2022. George Parker confirmed on more than one occasion £200 bonus per shift plus hours worked. There was never any mention of losing holidays only holidays not being carried over. If there is any dispute in these facts George Parker will have to give evidence to the tribunal to clarify these points. If he denies it I can confirm I am calling him a liar.*
  11. By e-mail dated 8 August 2023 from Sibel Ozguc case management advisor it was stated *"thank you for your e-mail of 31 July 2023. I note that you have confirmed you do wish to appeal the outcome of your first and second grievances. However, we are not clear on the grounds for this appeal. As set out the outcome letter dated 23rd June 2023 appeal should usually be based on process errors, new evidence, evidence presented at the previous stage has not been properly considered. Your allegations of delay in reaching a conclusion to your grievances would not ordinarily be sufficient grounds for an appeal. In respect to the third grievance as this was dealt with informally and you have since left the business under our policies and procedures you are no longer able to raise this formally. In respect of your comments about the tribunal process, Please note that this is being dealt with by our internal legal department with the support of our external solicitors. I would therefore*

*suggest that any comments or queries you have in relation to your claim are directed there”.*

12. There is no further response in the bundle or any additional documentation which the Tribunal have been taken to which disputes what the claimant says Mr. Parker actually told him. In fact the respondent has no evidence before the Tribunal as to what Mr. Parker said he told the claimant or that the claimant's statement is untrue. Mr Sawyer for the respondent is unable to state what Mr. Parker actually informed the claimant. Mr. Sawyer's evidence is that the claimant's holiday of 3 days was likely to be added to the pot but he was unable to say whether the claimant had been paid for the three days holiday (the holiday running from 1 January to 31 December).
13. On the balance of probabilities, the Tribunal accepts the claimant's evidence as to what he was told by Mr. Parker and further accepts that it was on the basis of what Mr. Parker informed him that he decided to take up the “lucrative opportunity”.
14. On the balance of probabilities, the Tribunal determines that it was agreed between the claimant and Mr. Parker, a team leader in a management position and acting as agent for the respondent to work over the three days of the shutdown and receive £200 pounds shift bonus; normal pay and additional overtime payment for three days worked. The claimant 's evidence was clear that he volunteered and accepted the invitation to work based on what Mr. Parker had told him.
15. There is no dispute that the claimant actually worked these days and was paid £200 pounds bonus per day and contractual pay for 3 days paid in the usual manner. The claimant claims the additional 23 hours of so-called overtime he was informed by Mr. Parker he would receive.
16. The Tribunal awards the claimant the sum of £755.51 gross. The Tribunal has taken this calculation from page 26 of the file of documents where the claimant had calculated 24 hours at £788.36. The parties accept that the claimant worked 23 hours only and therefore the Tribunal calculates this as £755.51 gross.

**Employment Judge Wedderspoon**

14 November 2023

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