

lj



EMPLOYMENT TRIBUNALS

Claimant

Respondents

Mr M Palumbo

AND Terravision London Finance Ltd

Heard at: London Central

On: 12 September 2016

Before: Employment Judge Russell (Sitting alone)

Representation

For the Claimant: In person

For the Respondent: No appearance

JUDGMENT

1 The Judgment is that the claim for an unauthorised deduction from wages by the Claimant is successful and the Respondent is ordered to pay the sum of £3,600 to the Claimant with immediate effect reflecting monies due to him prior to the effective date of termination of his contract of 19 April 2016.

2 This sum is made up of outstanding wages for February and March 2016 of £1,150 net pay for each month (including two days of overtime at £50 net a day) plus the 19 days worked of April of which he worked 16 totalling £800 and 10 days' accrued holiday due at £50 a day totalling £500.

3 The Respondent is also ordered to pay the Claimant to reimburse his £390 by way of his issue and hearing fee paid in respect of this claim. Making a total due to the Claimant of £3,990 and reflecting his net loss.

REASONS

1. The Claimant was employed as a customer service assistant for the Respondent from 30 October 2015 to 19 April 2016. When he gave notice to the Respondent, principally because he has not been paid for two and a half months despite promises to the contrary. The Respondent company operated coach travel including to Stanstead Airport after they lost parking rights at the airport this business diminished and although the Claimant indicates that the office is

still operative in London, the reduction of businesses was given as the reason for not being able to pay Mr Palumbo even though he was asked to carry on working, selling tickets and giving information to customers and dealing with complaints and so on. Other employees have also made claims to the Employment Tribunal.

2. The Claimant produced his employment contract which was actually a three month contract but one which he said had continued to be renewed and although he was waiting for a further renewal of this contract when he left, his evidence was that he continued to be employed and the Respondent has not entered in a defence or appeared in this Employment Tribunal. In consequence I find as a matter of fact that he was still employed on the same terms as set out in his original contract of 30 October 2015 and that further his net monthly pay was £1,100 with an agreement with the company that he was paid £50 net for holiday (and I find he had 10 days accrued non-paid holiday) or any day that he worked on top of this and that this should therefore be the appropriate daily rate for outstanding holiday days and that part of April he worked. The Claimant indicated in evidence that it was agreed with the company that he should be paid £50 a day for any days worked less than one month and I find that this was so agreed even though there was nothing in writing.

3. Clearly, given the Respondent's conduct in this case, it is appropriate to also reimburse his Employment Tribunal fees which I have done as part of the order made.

Employment Judge Russell
19 September 2016