



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr A Abdullah

**Respondent:** Role Recruitment Ltd

**Heard at:** London Central Employment Tribunal **On:** 10 December 2018

**Before:** Employment Judge Davidson

## **Representation**

Claimant: in person

Respondent: did not attend

# JUDGMENT

The Respondent is ordered to pay the claimant the sum of £700 comprising Bank Holiday enhanced payments for work carried out on 25 and 26 December 2017.

# REASONS

1. The respondent did not attend. The tribunal telephoned and spoke to David McHugh of the respondent who said that he was unaware of the hearing. He had, however, responded to the claim by presenting a Notice of Appearance and submissions in support of his application to strike out the claimant's claim.
2. On checking the tribunal file, it was apparent that the notice of hearing was included in the same letter as the notice of claim, which enclosed a copy of the Originating Application. The respondent had clearly received this letter since he responded to the claim and therefore, I did not accept that he had not been given notice of today's hearing.
3. I decided that, since the claimant was present and I had the benefit of the respondent's response to the claim and submissions on strike out, I would go ahead and treat the respondent's documents as their written submissions.

4. The claimant confirmed that he is a student and he registered for holiday work on a website called 'Indeed' which is a platform to temporary assignments. Through this website, he responded to an opportunity to work on the Highbury & Islington rail contract. He was attracted to that opportunity because he had been told by friends that, in addition to double pay for bank holidays, there is an enhanced payment of £400 payable.
5. He was asked to fill out induction forms by Eileen Dooley of Role Recruitment Ltd and to return them to a 'rolerecruitment@hotmail.com' email and to send his payment details to a 'Unitycs' weblink.
6. He was in contact with Eileen Dooley and confirmed with her that the bank holiday enhancement was payable. She confirmed that it was but that the amount was £350, not £400.
7. After he worked on Christmas Day and Boxing Day, he was off work sick but did not notify his manager until late in the day. The following day, he attended for work and was sent home and his contract was terminated.
8. He did not receive the enhanced bank holiday payments although he did receive double time for those hours. When he queried this with Eileen, he was told to contact 'David' at Role Recruitment. He emailed David and set out his claim for the enhanced payments. David replied saying that the client was not paying for his bonuses because they removed the claimant from site and that it was a condition of receiving the enhancement that the employee works all rostered shifts.
9. The claimant lodged a complaint with the Employment Tribunal. The claim was originally rejected but the claimant remedied the defect and the claim was then accepted.
10. The respondent contends that the claimant was not engaged by it but by a contractor, Unity Contracting Services Ltd. I reject this contention. The email record clearly shows that the claimant was in discussions with the respondent about the job and the terms and conditions. Payment was routed through Unity Contracting Services but they were not the claimant's employer.
11. The respondent goes on to make representations regarding the merits of the claimant's unfair dismissal claim. Since he is not bringing an unfair dismissal claim, these representations are not relevant.
12. The respondent also seeks to rely on the original rejection of the claimant's claim to argue that the claim should not be allowed to proceed. I find that this matter was resolved when the claim was accepted by the tribunal and the previous flaw is irrelevant.
13. Taking all these matters into account, I find that the claimant had a legitimate expectation of receiving a bank holiday enhancement and he was not told that there were any conditions attaching to this benefit.

14. I therefore find that the claimant is owed the bank holiday enhancement of £350 for both 25 and 26 December 2017, making a total of £700.

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Employment Judge Davidson

Date 11 December 2018

JUDGMENT SENT TO THE PARTIES ON

14 December 2018

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FOR THE TRIBUNAL OFFICE