



EMPLOYMENT TRIBUNALS

Claimant: Mr M Yuce

Respondent: ATG Furniture Limited

HELD AT: Liverpool

ON: 23 July 2018

BEFORE: Employment Judge Barker

REPRESENTATION:

Claimant: In person

Respondent: Not in attendance

JUDGMENT

The judgment of the Tribunal is that the respondent is to pay to the claimant the sum of £377.50, which is calculated as follows:

1. The claimant is entitled to notice pay. The claimant was dismissed and is entitled to one week's notice pay at his weekly wage of £288.75.
2. The claimant worked for one week for 38.5 hours for the respondent as an employee. He is owed wages at the national minimum wage rate applicable at the time. His total wages for that week are £288.75. The respondent paid the claimant £200. The claimant is entitled to recover the outstanding sum of £88.75.

REASONS

1. The claimant was employed by the respondent as a furniture sales person. He was recruited following an interview with Mr Johnson, the respondent's manager.

2. He informed Mr Johnson at the time of his recruitment that, although he was an experienced salesperson, he had no experience of selling furniture. The respondent agreed to allow him an induction period of 6 weeks whereby he would familiarise himself with the respondent's products and begin to make sales.

3. Contrary to the respondent's submissions in their ET3 response form, I accepted the claimant's evidence that this period not unpaid, nor an "apprenticeship". The expectation of the parties was that the claimant was commencing a period of permanent employment from the outset of his time with the respondent.

4. The parties agreed a basic wage plus commission. The claimant was content to accept a basic wage at the level of the National Minimum Wage applicable at the time of £7.50 per hour for 38.5 hours per week, which is £288.75 gross per week.

5. Towards the end of the claimant's first week, he engaged a customer in conversation in the respondent's showroom. The customer was known personally to the claimant. The claimant told the Tribunal that Mr Johnson's wife, who he believes to be the owner of the business and who was present in the showroom, came over to join in with the conversation. The claimant told the Tribunal that the situation became awkward, as he had been having a personal conversation with the customer. The claimant told the Tribunal that Mr Johnson's wife then instructed the claimant, rudely, not to speak to the customers. The claimant told the Tribunal that he found this a surprising instruction, given his role as a sales person. He also said that he was offended by the manner in which he had been spoken to by her, and requested a meeting with Mr Johnson for the following morning.

6. The claimant told the Tribunal that he received a telephone call that evening at home from Mr Johnson, who told him that he was not to return to work. Mr Johnson told the claimant that he did not have a problem with him and wanted to work with him, but his wife did not.

7. The claimant was then paid £200 for the week's work he had done. This is less than the National Minimum Wage for a 38.5 hour week. Had he been paid the national minimum wage rate in force at the time (£7.50) for a 38.5 hour week, he would have been paid £288.75 gross. He is entitled to recover the shortfall in his wages of £88.75.

8. He was also not paid any notice monies. He is entitled to one week's notice, as per s86 of the Employment Rights Act 1996, at his correct rate for one week's wages (£288.75) and given that his dismissal was not terminated by reason of gross conduct as per s86(6) of the Employment Rights Act.

Employment Judge Barker

Date __23 July 2018_____

JUDGMENT AND REASONS SENT TO THE PARTIES ON

25 July 2018

.....
FOR THE TRIBUNAL OFFICE

NOTICE

THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990

Tribunal case number(s): 2421405/2017

Name of Mr M Yuce v ATG Furniture Limited
case(s):

The Employment Tribunals (Interest) Order 1990 provides that sums of money payable as a result of a judgment of an Employment Tribunal (excluding sums representing costs or expenses), shall carry interest where the full amount is not paid within 14 days after the day that the document containing the tribunal's written judgment is recorded as having been sent to parties. That day is known as "*the relevant decision day*". The date from which interest starts to accrue is called "*the calculation day*" and is the day immediately following the relevant decision day.

The rate of interest payable is that specified in section 17 of the Judgments Act 1838 on the relevant decision day. This is known as "the stipulated rate of interest" and the rate applicable in your case is set out below.

The following information in respect of this case is provided by the Secretary of the Tribunals in accordance with the requirements of Article 12 of the Order:-

"the relevant decision day" is: 25 July 2018

"the calculation day" is: **26 July 2018**

"the stipulated rate of interest" is: 8%

MRS L WHITE
For the Employment Tribunal Office

