



EMPLOYMENT TRIBUNALS

Claimant: Mrs I Coope
Respondent: Habilis Operations Limited
Heard at: Lincoln
On: Monday, 12 February 2018
Before: Employment Judge Hutchinson (sitting alone)

Representation

Claimant: In Person
Respondent: No Appearance

JUDGMENT having been sent to the parties on 27 February 2018 and written reasons having been requested in accordance with Rule 62(3) of the Employment Tribunals Rules of Procedure 2013, the following reasons are provided:

REASONS

Background and Issues

1. The Claimant presented her claim to the Tribunal on 18th September 2017. She had commenced her employment with the Respondents on 1st July 2008 and worked for them as a housekeeper. She was still employed by the Respondent.
2. The claim was that in January 2017 her contracted hours were reduced without her consent. She said that she had complained about this to no avail and that she continued to suffer a reduction in her wages.
3. The matter was listed for hearing today and given a time estimate of one hour and the proceedings served on the Respondents.
4. The Respondents submitted their ET3 on 7th December 2017. They said that they wished to defend the claim in the ET3. Their defence was that “care homes are entirely dependent on the occupancies of their homes to make a viable and sustainable living. In times of low occupancy, the most obvious target is the wage bill, being the largest overhead that is looked at. Whilst care hours are reduced to a point as long as they remain adequate, one has to look at other positions like the domestic, kitchen, laundry, admin and maintenance areas to reduce the wage bill ...”

5. They said that they decided to reduce working hours and that these hours were cut right “across the board”.
6. The Respondent continued, “A grievance letter addressed to me personally resulted in a meeting on 22 February 2017 with the claimant in the presence of our administrator. I reminded the claimant about her contract which was flexible allowing the company to increase or decrease hours depending on the needs of the home. She would have none of this resulting in some heated words. The claimant was then offered an alternative of taking redundancy if she was not satisfied. She failed to confirm this and walked out of the meeting.”
7. It was the Respondent’s contention that the contract of employment entitled them to carry out the reduction in hours.

The Hearing Today

8. In view of the contentions of the Respondent the time for dealing with the case was extended to 3 hours. The Claimant attended promptly, but the Respondents did not attend the hearing and gave no reason for their non attendance.
9. I decided to proceed with the case and the Claimant was sworn in and gave evidence. She had no documentation and none was produced by the Respondents.

Facts

10. Having heard evidence from the Claimant I was satisfied that the Claimant had worked for the Respondents Habilis Operations Limited at their Wyngate Care Home in Mablethorpe since 1st July 2008 as housekeeper.
11. She was contracted to work 30 hours per week and her hourly rate had been the minimum wage which was currently £7.50 per hour. I am satisfied that there was no provision in the contract entitling the Respondent to reduce the hours of the Claimant.
12. Her hours were reduced without her agreement on 2nd January 2017. At that time her hourly rate was £7.20 per hour. Her hours were reduced by 5 hours per week.
13. At the beginning of February she sent in a grievance letter. Mr Patel, the owner of the Respondents, came to see the Claimant and said that he would not agree to put back her hours.
14. On 1st April 2017 the minimum hourly rate of pay under the Minimum Wage Regulations went up to £7.50 per week.

15. On 11th August 2017 the Claimant wrote a letter to the Respondent stating that she was working under protest and she has continued to work on that basis until the present time, and has still not been paid. I was satisfied that under her contract of employment she was entitled to work and be paid for 30 hours per week and the following payments are due under the terms of her contract. The Claimant is paid every four weeks and the following schedule shows:

The date of payment

The number of hour's shortfall

The amount due

- 16.

Dates	Hours Short	Amount under paid
10 February 2017	20	£144.00
10 March 2017	20	£144.00
7 April 2017	20	£144.00
7 April 2017	2	£15.00
5 May 2017	20	£150.00
2 June 2017	21	£157.50
30 June 2017	19	£142.50
28 July 2017	21	£157.50
25 August 2017	19	£142.50
22 September 2017	20	£150.00
20 October 2017	20	£150.00
17 November 2017	18	£135.00
15 December 2017	19	£142.50
30 December 2017	15	£112.50
12 January 2018	10	£75.00
9 February 2018	15	£112.50
TOTAL:		£2,074.50

Conclusions

17. I am satisfied that the Claimant was truthful in telling me that she had a contract of employment under which she was entitled to work 30 hours per week, and that the Respondents without her agreement had reduced her working hours by 5 hours per week. I have considered what the Respondent has said in their ET3 but they have provided no evidence in support of their contentions.
18. They were therefore in breach of contract as she had not agreed to any reduction in her hours. The Respondents did not attend to give contrary evidence and there was no evidence to support their contention that the Claimant had agreed to the reduction in her hours or that they were entitled to reduce her hours.

19. Indeed, the Claimant has raised grievances about these reductions without any proper response from the Respondent. I am therefore satisfied that in breach of contract the Respondents have varied the Claimant's hours of work and have made an unauthorised deduction from her wages in the gross sum of £2,074.50.

Employment Judge Hutchinson

Date

REASONS SENT TO THE PARTIES ON

.....

.....

FOR THE TRIBUNAL OFFICE