



EMPLOYMENT TRIBUNALS

Claimants: (1) Mr S Cooper
(2) Mr D Thompson
(3) Mr R Lewis

Respondent: Newcastle Joinery Limited

Heard at: North Shields **On:** 16 May, 2019

Before: Employment Judge Nicol

Representation

Claimants: (1) Mr I Cooper, son
(2) appeared in person
(3) appeared in person

Respondent: did not appear

JUDGMENT

Upon the respondent failing to attend and the Tribunal being satisfied that it was appropriate to proceed in its absence and after having heard the claimants and after having had regard to the respondent's notices of appearance and the other documents on the Tribunal's file, it is the judgment of the Tribunal that

- 1 The first claimant resigned from employment with the respondent and the effective date of termination was 3 August, 2018
- 2 The first claimant presented his complaints within the prescribed periods
- 3 The first claimant's complaint that he did not receive all of the wages to which he was entitled from the respondent is well founded
- 4 The first claimant's complaint that he did not receive all of the holiday pay to which he was entitled is well founded
- 5 The first claimant's complaint that he is suffered a breach of his contract of employment in respect of the pension contributions deducted from his wages is well founded

- 6 Having regard to paragraphs 1 and 3 above, the first claimant's complaint that he did not receive the notice pay to which he was entitled is not well founded and is dismissed
- 7 The second claimant's effective date of termination was 28 December, 2018, and his complaint that he did not receive all of the wages to which he was entitled from the respondent up to that date is well founded The second claimant's complaint that he did not receive all of the holiday pay to which he was entitled is well founded
- 8 The second claimant's complaint that he is suffered a breach of his contract of employment in respect of the pension contributions deducted from his wages is well founded
- 9 The second claimant's complaint that he did not receive all of the notice pay and/or a payment in lieu of notice to which he was entitled is well founded
- 10 The second claimant is entitled to a declaration that he was an employee of the respondent and was dismissed by the respondent for the reason of redundancy and is entitled to a redundancy payment of £3412.50
- 11 The third claimant's effective date of termination was 28 December, 2018, and his complaint that he did not receive all of the wages to which he was entitled from the respondent up to that date is well founded
- 12 The third claimant's complaint that he did not receive all of the holiday pay to which he was entitled is well founded
- 13 The third claimant's complaint that he is suffered a breach of his contract of employment in respect of the pension contributions deducted from his wages is well founded
- 14 Having regard to paragraph 12 above, the third claimant's complaint that he did not receive the notice pay to which he was entitled is not well founded and is dismissed
- 15 The third claimant is entitled to a declaration that he was an employee of the respondent and was dismissed by the respondent for the reason of redundancy and is entitled to a redundancy payment of £ 5118.75

And the Tribunal orders the respondent to pay

- 1 To the first claimant the sums of
 - 1.1 £3776.98 in respect of unpaid wages, including wages due during his notice period
 - 1.2 £832.50 as compensation in respect of holiday pay not paid to the first claimant on the termination of his employment

- 1.3 £324.48 as compensation for breach of his contract of employment in respect of the pension contributions deducted from his wages
- 2 To the second claimant the sums of
 - 2.1 £6825.00 in respect of unpaid wages, including wages due during the notice period he was given
 - 2.2 £673.75 as compensation in respect of holiday pay not paid to the first claimant on the termination of his employment
 - 2.3 £487.50 as compensation for breach of his contract of employment in respect of not receiving all of the notice and/or a payment in lieu of notice to which he was entitled
 - 2.4 £427.89 as compensation for breach of his contract of employment in respect of the pension contributions deducted from his wages
- 3 To the third claimant the sums of
 - 3.1 £6853.38 in respect of unpaid wages, including wages due during his notice period
 - 3.2 £1078.12 as compensation in respect of holiday pay not paid to the first claimant on the termination of his employment
 - 3.3 £347.97 as compensation for breach of his contract of employment in respect of the pension contributions deducted from his wages

AND in respect of these sums the claimants shall account to Her Majesty's Revenue and Customs for any income tax and/or National Insurance Contributions that may be due

AND it be noted that the above corrects errors made in the announced Judgment in that pension contribution repayments should not have been allowed in respect of those months where wages were not paid and the second claimant's arrears of wages should be the gross amount

Employment Judge Nicol

Date 16 May, 2019

Note

Reasons for the judgment having been given orally at the hearing, written reasons will not be provided unless a request was made by either party at the hearing or a written request is presented by either party within 14 days of the sending of this written record of the decision

Public access to employment tribunal decisions

Judgments and reasons for the judgments are published, in full, online at www.gov.uk/employment-tribunal-decisions shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.



Case Numbers: 2503539/2018
2503585/2018
2500087/2019

NOTICE

THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990

Tribunal case number(s): **2503539/2018**, 2503585/2018 & 2500087/2019

Name of case(s): **Mr S Cooper** v **Newcastle Joinery Limited**
Mr D Thompson
Mr R Lewis

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: **29 May 2019**

"the calculation day" is: **30 May 2019**

"the stipulated rate of interest" is: **8%**

MISS K FEATHERSTONE
For the Employment Tribunal Office

INTEREST ON TRIBUNAL AWARDS

1 GUIDANCE NOTE

1. This guidance note should be read in conjunction with the booklet, 'The Judgment' which can be found on our website at www.gov.uk/government/publications/employment-tribunal-hearings-judgment-guide-t426

If you do not have access to the internet, paper copies can be obtained by telephoning the tribunal office dealing with the claim.

2. The Employment Tribunals (Interest) Order 1990 provides for interest to be paid on employment tribunal awards (excluding sums representing costs or expenses) if they remain wholly or partly unpaid more than 14 days after the date on which the Tribunal's judgment is recorded as having been sent to the parties, which is known as "the relevant decision day".

3. The date from which interest starts to accrue is the day immediately following the relevant decision day and is called "the calculation day". The dates of both the relevant decision day and the calculation day that apply in your case are recorded on the Notice attached to the judgment. If you have received a judgment and subsequently request reasons (see 'The Judgment' booklet) the date of the relevant judgment day will remain unchanged.

4. "Interest" means simple interest accruing from day to day on such part of the sum of money awarded by the tribunal for the time being remaining unpaid. Interest does not accrue on deductions such as Tax and/or National Insurance Contributions that are to be paid to the appropriate authorities. Neither does interest accrue on any sums which the Secretary of State has claimed in a recoupment notice (see 'The Judgment' booklet).

5. Where the sum awarded is varied upon a review of the judgment by the Employment Tribunal or upon appeal to the Employment Appeal Tribunal or a higher appellate court, then interest will accrue in the same way (from "the calculation day"), but on the award as varied by the higher court and not on the sum originally awarded by the Tribunal.

6. 'The Judgment' booklet explains how employment tribunal awards are enforced. The interest element of an award is enforced in the same way.