



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr Z McKinnon  
**Respondent:** The Compass Group UK & Ireland Limited  
**Heard at:** Reading **On: 4 November 2019**  
**Before:** Employment Judge Gumbiti-Zimuto

## Appearances

**For the Claimant:** Written representations dated 18 August 2019  
**For the Respondent:** Written representations dated 9 September 2019

## JUDGMENT

The respondent made an unlawful deduction from the claimant's wages in the sum of £4. The respondent is ordered to pay to the claimant the sum of £4.

## REASONS

1. The claimant claims that he is owed pay for £219.04. In his email of the 18 August 2019 the claimant explains how the sums claimed arise.
2. The claimant states that he worked 46.5 hours but was only paid for 9.48 hours. The claimant is claiming that he is owed pay for 37 hours worked which have not been paid. The claimant claims pay at the rate of £8 per hour. The claimant was paid the sum of £76.96 on the 4 September 2018. The claimant contends that he is therefore owed the sum of £219.04.
3. The dates that the claimant worked, in respect of which he claims he was not paid are set out in the email of the 18 August 2019.

**Sat 28 July: 6 hours      Sunday 29 July: 6 hours**

4. The claimant and respondent agree that these hours should have been reflected in the claimant's pay for the 1<sup>st</sup> August 2018. The claimant was paid £797.17 on the 1 August 2018. The claimant's August pay slip shows that the claimant was paid for 52.2 hours basic pay. The claimant does not illustrate why the sum paid by the respondent does not include the hours for 28 and 29 July. The respondent is clear in its explanation of the payments made to the claimant that the sums due to the claimant in

respect of 28 and 29 July were included in the sum paid to the claimant on 1 August 2018.

5. The claimant has not shown that the sums due for working on 28 and 29 July 2018 were not paid.

**Sat 4 August: 6 Hours**

6. This does not appear to have been disputed by the respondent. The claimant is therefore entitled to have been paid for working 6 hours on the 4 August 2018. The sum due is therefore £48.

**Sunday 5 August: 4 hours**

7. The claimant states that he worked 4 hours on Sunday 5 August 2018. The respondent contends that the claimant did not work 4 hours on this date but worked 3.5 hours. The respondent in support of this contention rely on the clocking in records which show that the claimant was on site for "3:22 hours".
8. On balance of probability the claimant was working 3.5 hours rather than 4 hours. The claimant is therefore due the sum of £28.

**Saturday 11 August: 6 hours**

9. This does not appear to have been disputed by the respondent. The claimant is therefore entitled to have been paid for working 6 hours on the 11 August 2018. The sum due is therefore £48.

**Sunday 12 August: 6.5 hours**

10. The respondent states that the claimant worked 6 hours not 6.5 hours on this date. The claimant states that on this date he was delayed by 30 minutes as a result of a meeting with Tina. This is not specifically contradicted by the respondent whose evidence is that they have no record of a meeting. I accept the claimant's account and find that the claimant did have such a meeting. The respondent does not contest the claimant's position that if such a meeting did take place the claimant was entitled to be paid for it. The claimant is therefore entitled to be paid for 6.5 hours on 12 August 2018. The sum due is therefore £52.

**Saturday 18 August: 6 hours      Sunday 19 August: 6 hours**

11. The claimant did not work on Saturday 18 and Sunday 19 August 2018. The claimant was off sick on those dates. The claimant claims that he is entitled to be paid sick pay for these dates. The claimant's contract of employment provides that the claimant is entitled to statutory sick pay after 3 waiting days. The claimant was only absent for 2 days and therefore under the contract was not entitled to receive any money for this period of absence. The claimant is therefore not entitled to any sum for this period.

12. In respect if the amount claimed, the claimant is entitled to payment for 22 hours, in the sum of £176, for payments due in the month of August 2018.
13. The claimant was paid in respect of 9.48 hours on 31 August 2018, and in respect of a further 12.02 hours on the 4 September 2018. This equates to 21.5 hours paid to the claimant. The claimant is therefore entitled to a further payment for 0.5 hours. The respondent has therefore made an unlawful deduction from the claimant's wages in the sum of £4.
14. Section 24(2) of the Employment Rights Act 1996 provides: "Where a tribunal makes a declaration under subsection (1), it may order the employer to pay to the worker (in addition to any amount ordered to be paid under that subsection) such amount as the tribunal considers appropriate in all the circumstances to compensate the worker for any financial loss sustained by him which is attributable to the matter complained of."
15. The claimant has not set out a basis on which I am able to conclude that the claimant has sustained any financial loss which is attributable to the complaint of unpaid wages beyond the unpaid wages themselves.

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Employment Judge Gumbiti-Zimuto

Date: 4 November 2019

Sent to the parties on: ...20.11.19.....

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For the Tribunals Office

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