



# EMPLOYMENT TRIBUNALS

**Claimant** Mr S Evans

**Respondent:** Mr T Gaskin, Mrs T Gaskin and Mr N Gaskin (a partnership) t/a  
TG Commercials

**HELD AT:** Sheffield **ON:** 2 January 2020

**BEFORE:** Employment Judge Little

## REPRESENTATION:

**Claimant:** In person (accompanied by a Support through Court  
volunteer)

**Respondent:** Mrs M Peckham, Solicitor (Citation)

# CONSENT JUDGMENT

By consent it is adjudged that the respondents made an unauthorised deduction from the claimant's wages in the amount of £654.63 and the respondent will make payment of that sum to the claimant no later than 9 January 2020.

# REASONS

1. Prior to hearing evidence the Employment Judge discussed the claim and the response to it with the parties.
2. A preliminary issue was that the respondent's sole witness, Mr T Gaskin, was unavailable because he was in Dublin, apparently as the result of this being a surprise new year treat. The notice of hearing indicating today as being the hearing date had been issued on 1 November 2019. I asked the claimant whether he was prepared to proceed on the basis that I read Mr Gaskin's statement (which was

signed) and then gave it such weight as I felt it was appropriate to do. Following an adjournment so that the claimant could discuss this question with Mr Pemberton, the STC volunteer, the claimant indicated that he was agreeable to this approach. However because of other developments in the case this was somewhat academic.

3. A further part of the discussion today was in relation to the nature of the respondent's defence to this claim. Mrs Peckham explained that the respondent contended that the deduction which it agreed it had made (to reimburse damage to a vehicle which the claimant allegedly caused) was authorised by two paragraphs in the employee handbook. She took me to those but it was agreed that they did no more than reserve to the employer the right to recover any insurance excess (and to meet any penalties – presumably of a road traffic offence nature which was not applicable in this case). When I subsequently read Mr Gaskin's witness statement, I noted that he referred to these two paragraphs on pages 50 and 51 of the handbook. Mrs Peckham also referred me to a paragraph at the foot of page 45 in the bundle which permitted the company to deduct the cost of any damage to property – albeit only after a disciplinary hearing had been conducted and when that hearing had concluded that that damage had been caused by the employee's negligence or vandalism. Mrs Peckham fairly accepted that there had been no disciplinary process in this case.
4. Before adjourning I indicated to the parties that my provisional view was that, putting the defence at the highest (including assuming that the handbook was contractual), there appeared to be nothing which actually authorised any such loss to be deducted from the employee's wages. I suggested to the respondent that they give consideration to this indication during the adjournment for the claimant to consider his position on the respondent's witness statement.
5. On resuming the claimant indicated that he was content for me to read Mr Gaskin's witness statement, which I did. However Mrs Peckham acknowledged that there was no defence to the unauthorised deduction from wages complaint. In those circumstances this consent Judgment was entered. I have explained to the claimant that it is open to the respondent, if it sees fit, to commence separate proceedings, in the County Court, for recovery of any sums which it considers to be due but that is a separate matter from the complaint which was before the Tribunal today.

Employment Judge Little  
Date 8<sup>th</sup> January 2020