



EMPLOYMENT TRIBUNALS

Claimant: Mr J Marks

Respondent: Pure Payroll Limited

HELD BY CVP in Sheffield

ON: 20 April 2021

BEFORE: Employment Judge Brain

REPRESENTATION:

Claimant: In person

Respondent: Mr D Brier

JUDGMENT

UPON the Tribunal finding that on or around 29 April 2020 the parties reached an agreement that the claimant would be placed upon furlough leave with effect from 23 March 2020 and UPON the claimant agreeing to vary his contract during the period of furlough leave such that he would be paid at a rate of 80% of the average wages paid to him by the respondent from the date of commencement of his employment on 24 October 2019 to 23 March 2020 and UPON the respondent giving notice to the claimant on 7 May 2020 to bring his contract of employment to an end upon 14 May 2020 the Judgment of the Employment Tribunal is that:-

1. The respondent made an unauthorised deduction from the claimant's wages by failing to pay to him remuneration at the rate of 80% of his average weekly wage for the period between 24 October 2019 and 23 March 2020. Accordingly, the respondent shall pay to the claimant the amount of the unauthorised deduction at the rate of 80% of his average weekly wage for the period between 23 March 2020 and 7 May 2020.
2. The claimant's complaint of breach of contract succeeds. The respondent dismissed him with one week's notice but failed to pay to him remuneration for the one week's notice period. Accordingly, the respondent shall pay to the claimant one week's pay at an amount equivalent to 100% of his average earnings between 24 October 2019 and 23 March 2020 by way of compensation.
3. The respondent's practice was to pay to the claimant an amount each week by way of rolled up holiday pay in addition to the remuneration earned by him. For

the avoidance of doubt, the element of rolled up holiday pay shall be paid to the claimant for the period between 23 March 2020 and 7 May 2020 in full. The rolled up holiday pay element of the claimant's remuneration arises pursuant to the Working Time Regulations 1998 and is not subject to the agreed reduction when the parties agreed that the claimant should go on furlough leave.

4. It is ordered that on or before **14 May 2021** the parties shall write to the Employment Tribunal whether it has been possible to agree the amount of the compensation payable by the respondent to the claimant and/or to make such application to the Tribunal as the parties see fit.

Employment Judge Brain
Date: 29 April 2021