



EMPLOYMENT TRIBUNALS

Claimant:
Mr B Tonchev

Respondent:
**Panoramic Doors
(UK) Ltd**

Heard at: **Leeds (by video link)** **On:** **23 July 2021**

This has been a remote hearing by video link (CVP):
A hearing in person was not practicable due to the Covid19 Pandemic restrictions

Before: **Employment Judge R S Drake**

Representation:

Claimant: **Mr P Morgan (of Counsel)**
Respondent: **No Attendance**

JUDGMENT

1. The Claimant has established that he was entitled to £2,835.00 unpaid wages and a further £1,670.64 unpaid overtime pay. Therefore, he is awarded, and the Respondents shall pay to him the total sum of £4,505.64 in addition to the sum awarded to him in the Judgment dated 22 April 2021 together with interest accruing from the date of both judgments on both sums at a rate of 8%.

REASONS

2. The Claimant gave evidence of his pay and shortfalls thereof during employment and of working but not being paid for 109 hours overtime. The Respondent contested this aspect of his claim, the balance being the subject of a separate Judgment dated 22 April 2021, by saying that the overtime they accepted was worked by the Claimant was not authorised and was excessive. They produced no evidence and further they failed to

attend today and to comply with Case Management Directions issued by EJ Jones on 22 April 2021. Nonetheless, having heard and accepted the Claimant's counsel's application to strike out the Respondents response, I took on board the Claimants evidence in full and found that his version of events was preferred.

3. I struck out the Respondent's response in that it was apparent to me that for the purposes of Rule 37(1)(c) and (d) of the ET(Const and Rules of Procedure) Regs 2013, the Respondents had failed to comply with case management orders promulgated by EJ Jones 22 April 2021 and that by not appearing today either with or without representation, it was apparent that they were not actively pursuing the response.
4. Nonetheless I ensured that the Claimant gave evidence to the effect that he had never at any time in his employment with the Respondents been required to seek authorization for overtime worked, there was no provision in his contract of employment to this effect, and he was always generally and specifically told to work as long as it took to finish any particular door fitting or repair job at any customers location. I therefore concluded on the evidence that he had worked the hours he said he had worked, and that he was not contractually obliged in anyway whatsoever to seek authorization to work overtime beyond normal working hours.
4. There was produced to me by the Claimant, and I accepted a detailed schedule of his loss which took into account certain payments part payment or wages and overtime, but which disclosed considerable shortfalls in respect of pay for normal hours worked i.e. £382.50 and also pay for 109 hours worked during furlough and thus for £2,452.50. The schedule also disclosed a shortfall of pay for overtime in the summer of£1,670.64. I accepted the Claimant's evidence, unchallenged as it was, in full.
- 5 I was asked to award interest on this and the previous judgement to accruing from the date the non-payment started to accrue. However, I have concluded that interest on unpaid tribunal awards accrues from the day after the decision and cannot be awarded for accrual before judgement as a remedy in its own right since this is only possible in complaints of unlawful discrimination and equal pay cases.
6. However, I note that the Employment Tribunals (Interest on Awards) Order 1990 and Section 17 of the Judgments Act 1834 enable me to award interest from the date of judgement at the rate fixed from time to time under the latter act which is at present 8%.
6. Thus, the Claimant is entitled to be paid by the Respondent the following: -

Item	£	£
Unpaid wages	2,835.00	
Unpaid overtime pay	<u>1,670.68</u>	
Total		4,505.64

I award Judgment and order that the Respondent shall pay to the Claimant the sum of £4,505.64 with interest accruing at 8% hereafter

Employment Judge R S Drake

Date 23 July 2021