



EMPLOYMENT TRIBUNALS

Claimants: Mr G Matthews

Respondent: Tees Valley Community Asset Preservation Trust

HELD AT: Newcastle **ON:** 16-18 May and 11 July 2022

BEFORE: Employment Judge Aspden

REPRESENTATION:

Claimants: Mr G Matthews

Respondent: 16-18 May: Mr Landers, chair
11 July: no attendance

JUDGMENT

The judgment of the Tribunal is as follows:

1. Mr G Matthews' complaint that the respondent breached his contract of employment and made unlawful deductions from wages by paying him for 7.5 hours per weekend shift worked instead of 8.5 hours is well founded. With regard to remedy for this complaint:
 - a. Unless the parties can agree the amount owing, there will be a separate hearing (which may be by video) to determine the amount owing.
 - b. Mr G Matthews must write to the Tribunal and the respondent by 15 July 2022 setting out the amount he claims is owing, calculated by reference to the number of weekend shifts he worked between 12 December 2018 and 31 March 2020 and the shortfall of an hours' pay for such shifts.
 - c. The respondent must write to the Tribunal within 7 days of receiving this judgment or 7 days of receiving Mr Matthews' calculation (whichever date is later) saying whether or not it agrees that the amount due is as stated by Mr Matthews and that a judgment should be made ordering the respondent to pay that amount. If the respondent

does not agree that the amount due is as stated by Mr Matthews it must say why and provide its own calculation of the amount due.

2. Mr G Matthews' complaint that the respondent breached his contract of employment and made unlawful deductions from wages by failing to pay £76.50 for each Sunday in the period 1 April 2020 to 31 May 2020 is well founded. The respondent is ordered to pay the amount owing of £220.50 (ie $9 \times 76.50 = £688.50$ less the amount actually paid of £468).
3. Mr G Matthews' complaint that the respondent breached his contract of employment and made unlawful deductions from wages by failing to pay him notice pay for the period 1 - 8 June 2020 is well founded. The respondent is ordered to pay the amount owing of £76.50.
4. Mr Matthews' complaint that the respondent breached his contract of employment by failing to pay an amount due to him in respect of accrued untaken holiday in the leave year ending on 31 March 2019 is well founded. The respondent is ordered to pay damages of £10.25.
5. Mr G Matthews' complaint that the respondent failed to pay the full amount due to him under regulation 16 of the Working Time Regulations 1998, for leave taken in the leave year ending on 31 March 2020 (ie on 19 October 2019, 12 December 2019 and one day in March 2020), is well founded. With regard to remedy:
 - a. Unless the parties can agree the amount owing, there will be a separate hearing (which may be by video) to determine the amount owing.
 - b. Mr G Matthews must write to the Tribunal and the respondent by 15 July 2022 setting out the amount he claims is owing.
 - c. The respondent must write to the Tribunal within 7 days of receiving this judgment or 7 days of receiving Mr Matthews' calculation (whichever date is later) saying whether or not it agrees that the amount due is as stated by Mr Matthews and that a judgment should be made ordering the respondent to pay that amount. If the respondent does not agree that the amount due is as stated by Mr Matthews it must say why and provide its own calculation of the amount due.
6. Mr Matthews' complaint that the respondent breached his contract of employment by failing to pay an amount due to him in respect of accrued untaken holiday in the leave year ending on 31 March 2020 is well founded. The respondent is ordered to pay damages of £76.50.
7. Mr G Matthews' complaint that the respondent failed to pay the amount due to him on the termination of his employment under regulation 14 of the Working Time Regulations 1998, for leave accrued and untaken between 1 April 2020 and 8 June 2020, is well founded. The respondent is ordered to pay the amount owing of £81.

8. When these proceedings were begun, the respondent was in breach of its duty to Mr Matthews under section 1(1) of the Employment Rights Act 1996 (duty to give statement of employment particulars). The respondent is ordered to pay to Mr G Matthews an award under section 38 of the Employment Act 2002 in the sum of £153 (2 weeks' pay).
9. The following of Mr Matthews' complaints are not well founded:
 - a. The complaints that the respondent further breached Mr G Matthews' contract of employment and/or made more extensive unlawful deductions based on an allegation that the express contract terms entitled him to be paid until 6pm (rather than 5.30pm) or, alternatively, that work done after 5.30pm entitled him to additional remuneration by virtue of section 17 of the National Minimum Wage Act 1998.
 - b. The complaint of unfair dismissal.

Employment Judge Aspden

Date 12 July 2022

Note

Reasons for the judgment were given orally at the hearing. Written reasons will not be provided unless a written request is presented by either party within 14 days of the sending of this written record of the decision.