



EMPLOYMENT TRIBUNALS

Claimants: Mrs K 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

1. Mrs Matthews' complaint that the respondent breached her contract of employment and made unlawful deductions from wages by paying her for 7.5 hours per weekend shift worked instead of 8.5 hours 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. Mrs Matthews must write to the Tribunal and the respondent by 15 July 2022 setting out the amount she claims is owing, calculated by reference to the number of weekend shifts she worked between 24 November 2018 and 31 March 2020.
 - c. The respondent must write to the Tribunal within 7 days of receiving this judgment or 7 days of receiving Mrs Matthews' calculation (whichever date is later) saying whether or not it agrees that the amount due is as stated by Mrs 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 Mrs Matthews it must say why and provide its own calculation of the amount due.

2. Mrs Matthews' complaint that the respondent breached her contract of employment and made unlawful deductions from wages by failing to pay £76.50 for each Saturday 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. Mrs Matthews' complaint that the respondent breached her contract of employment and made unlawful deductions from wages by failing to pay her 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. Mrs Matthews' complaint that the respondent breached her 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 £24.77.
5. Mrs Matthews' complaint that the respondent failed to pay the full amount due to her under regulation 16 of the Working Time Regulations 1998, for leave taken in the leave year ending on 31 March 2020 (ie on 12 December 2019, 17 January 2020, 16 February 2020 and 4 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. Mrs Matthews must write to the Tribunal and the respondent by 15 July 2022 setting out the amount she claims is owing.
 - c. The respondent must write to the Tribunal within 7 days of receiving this judgment or 7 days of receiving Mrs Matthews' calculation (whichever date is later) saying whether or not it agrees that the amount due is as stated by Mrs 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 Mrs Matthews it must say why and provide its own calculation of the amount due.
6. Mrs Matthews' complaint that the respondent failed to pay the amount due to her 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.
7. When these proceedings were begun, the respondent was in breach of its duty to Mrs 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 Mrs Matthews an award under section 38 of the Employment Act 2002 in the sum of £153 (2 weeks' pay).

8. The following of Mrs 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. Mrs Matthews' complaint that the respondent breached her contract of employment by failing to pay an amount due to her in respect of accrued untaken holiday for the leave year ending on 31 March 2020.

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.