



## EMPLOYMENT TRIBUNALS (SCOTLAND)

Case No: 4100368/2024

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Held via Cloud Video Platform (CVP) in Glasgow on 11 June 2024

Employment Judge Mr J D Young

10 Mr M Simpson

Claimant  
In Person

15 Harbour Galley Limited

Respondent  
No appearance and  
No representation

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### JUDGMENT OF THE EMPLOYMENT TRIBUNAL

The Judgment of the Employment Tribunal is that the respondent pay the claimant the gross sum of **THREE THOUSAND FOUR HUNDRED AND TWELVE POUNDS AND SEVENTY FIVE PENCE (£3412.75)** under deduction of tax and national insurance contribution as appropriate in respect of wages due to the claimant but unpaid and thus being an unauthorised deduction of wages under s13 of Employment Rights Act 1996.

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### REASONS

1. In this case the claimant presented a claim to the Employment Tribunal complaining that he had not been paid the full amount of wages due to him by the respondent.
2. After service of the claim on the respondent no response was made and no appearance was made by or on behalf of the respondent at the hearing.

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3. At the hearing I heard evidence under affirmation from the claimant who had produced a schedule identifying hours worked over the period 21 July 2023 – 11 November 2023 and a calculation of sums due (C1).
4. From the evidence heard and document produced I was able to make findings in fact on the issue.

### Findings in fact

5. The claimant was employed by the respondent in the period between 21 July 2023 and 11 November 2023.
6. Initially the claimant was employed as a Chef on a salary of £25,000 per annum on a 45 hour working week. However he was promoted firstly to Sous Chef in September 2023 on an increased salary of £27,00 per annum and then Head Chef in October 2023 on an increased salary of £37,000 per annum.
7. The period of working between 21 July 2023 – 31 July 2023 was treated as “lying time” with the wages accrued being payable at termination of employment. The hours worked in that period were 97.5 and at the hourly rate of £10.90 the wages accrued in that period amounted to £1062.75.
8. In August 2023 the claimant worked 304 hours. He was paid for 195 hours at end August. He worked 109 hours of overtime bringing out a sum due for those hours of £1188 (C1). The agreement was that these overtime hours could be taken as “time off in lieu” (TOIL) at a future date but no such TOIL was taken before termination of employment.
9. In September 2023 the claimant worked 266 hours. He was paid for 195 hours at end September. He worked 61 hours of overtime bringing out a sum due for those hours of £704 at the then hourly rate (C1). Again, these hours could be taken as TOIL but no TOIL was taken before termination of employment.
10. In October 2023 the claimant worked a total of 224 hours. He was paid for 195 hours at end October. He worked 29 hours of overtime bringing out a sum

due for those hours of £704 at the then hourly rate (C1). Again, those hours could be taken as TOIL but no TOIL was taken to termination of employment.

11. On 11 November 2023, the claimant was advised that the respondent could not continue to trade and that his employment was terminated. He was  
5 advised that payment of the overtime amounts and “lying time” would be paid end November and in December 2023 but despite requests no payment was made. The claimant advised that it was stated he would be paid wages to end November 2023, but I did not consider there was sufficient evidence to make that finding. The claimant found other employment from 19 November 2023.
- 10 12. The total of overtime payments and “lying time” amounts to £3412.75. I find that is the sum due as an unauthorised deduction from wages in terms of s13 of Employment Rights Act 1996 being a section that deals with the protection of wages.

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**Employment Judge: J Young**  
**Date of Judgment: 16 June 2024**  
**Entered in register: 17 June 2024**  
**and copied to parties**

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