



EMPLOYMENT TRIBUNALS

Between

Claimant
Mr J Bugg

and

Respondent
Freeland Hire and Waste Limited

HELD AT LONDON SOUTH by CVP

ON 24 June 2024

EMPLOYMENT JUDGE TRUSCOTT KC

Appearances:

For the Claimant: Ms C Bonifai barrister

For the Respondent: No appearance or representation

JUDGMENT

The Judgment of the Tribunal is that the claimant is entitled to an award of **£31,675.93** against the respondent in respect of unpaid wages which award is made net of tax.

REASONS

Preliminary

The claimant gave evidence to the Tribunal and made reference to pages in an electronic bundle. There was no appearance by the respondent. His evidence was accepted by the Tribunal.

Findings of fact

1. The claimant commenced employment with the respondent on 8 April 2019 as a Director and General Manager [B38-B59]. He worked primarily from home, although he had attended the office on the first day to collect his equipment.

2. He received a letter dated 1 April 2020, advising him that the respondent would not be operational during the Covid-19 pandemic and placing him on furlough [C66].

The letter stated he was to receive a reduced salary of £3,500.00 per calendar month through the furlough period. He remained on furlough until the scheme was ended, at the end of September 2021.

3. As furlough ended, he tried to access his work equipment to begin working again, however the Microsoft Office systems access had expired, and he was unable to work as he could not use email [B65]. He contacted Mr Paul Binney on 30 September 2021 by text to confirm that furlough had ended, and to ask what work he wanted him to do [C167]. He did not receive a response to this text message and chased Mr Binney by email on 2 October 2021 [C70]. He did not receive a response to this email, so he chased again for a response by text message on 11 October 2021. Mr Binney replied explaining that he needed an additional six weeks to get things moved forward. The claimant replied to this, agreeing to wait until he was ready to discuss [C167]. The claimant did not receive any contact from Mr Binney around this time and was still unable to access the work systems, however he continued to receive reduced wages in the sum of £3,500.

4. On 26 February 2022, the claimant messaged Mr Binney to enquire about the late payment of his wages, which were still at the reduced rate of £3,500.00 per month and due on 25 February 2022 [C168]. Mr Binney advised that he had been in hospital and was having some personal issues. The claimant didn't ask about his return to work and full pay at this point.

5. The claimant texted Mr Binney on 26 May 2022 to ask for an update on the business because he wanted to return to his full-time hours and pay. He did not receive a response [C169]. He chased Mr Binney again by text message on 26 July 2022 and once again received no response [C169]. He messaged Mr Binney on 6 August 2022 and again on the 26 August 2022 but did not receive a response to either message [C170]. Each time he requested an update on the business.

6. He sent a further text message to Mr Binney on 14 October 2022, with no response once again. He began to enquire with Mr Binney if he could do some work for other companies as he was struggling to make ends meet on the reduced salary [C170]. On 26 October 2022, he sent a text and email to Mr Binney regarding not receiving that month's salary on time. He chased this again on the 27 October 2022. This payment was eventually made, still based on the reduced salary [C171, C71 and C72].

7. He chased Mr Binney by text message on 26 November 2022, requesting a catch up [C171]. On the 27 November 2022, he chased Mr Binney by email once again to query why nothing further had been communicated to him. He received no response [C73]. He chased this up again on 28 November 2022 by email, detailing the lack of communication from Mr Binney. He also chased this up by text, receiving no response to both methods of contact [C74 and C171]. He called Mr Binney on 29 November

2022; however he reached his voicemail [C166]. He sent a further email to Mr Binney on 13 December 2022 requesting a pre-Christmas catch up [C75].

8. On 27 January 2023, the claimant sent a further email to Mr Binney, requesting a meeting to talk about the respondent moving forward. [C76]. He emailed Mr Binney on 28 February 2023 regarding the situation. He mentioned ongoing issues such as late pay, still being on the reduced pay, issues with his pension contributions, outstanding holiday pay, a lack of payslips and his future in the respondent [C77]. He did not receive a response. He chased for a response to this on 2, 3, 4, 5 March 2023 and still received no reply. He asked for answers as to his future in the respondent [C79, C80, C81 and C82].

9. On 6 March 2023, the claimant received a response from Mr Binney, advising him that he had a relapse in his health, but that he would raise his outstanding salary as soon as possible. Payment was received on 6 March 2023 [C83-84]. He called Mr Binney five times between 1 March and 4 March 2023 and received no response after reaching his voicemail each time [C166]. On 22 March 2023, he sent an email to Mr Binney asking him how he was recovering [C85]. On 28 March 2023, he chased Mr Binney again regarding a catch up. He did not receive a response [C86]. On 29 March 2023, he sent Mr Binney an email asking simply if he had a job with the respondent. He did not receive a response [C87]. He sent an additional email to Mr Binney on 1 April 2023 to chase once again, for a response to his email sent on 28 March 2023. He did not receive a response [C90]. He requested a meeting with Mr Binney on 26 April 2023 to discuss his future with the respondent. He received no response [C91]. He chased a response to the email dated 26 March 2023 on 28 March 2023 and received no response [C92].

10. He emailed Mr Binney requesting he be paid on time on 30 April 2023. He was not paid on time and chased this up by email on 2 May 2023 [C94 and C95]. When he did not receive a response to any of these concerns, he chased by email on 4 May 2023, 6 May 2023, 11 May 2023, 19 May 2023, 23 May 2023 and 27 May 2023 expressing his concern for Mr Binney's welfare and requesting an update regarding his future with the respondent. He did not receive a response to any of these emails [C96- C101].

11. On 1 June 2023 and 2 June 2023, he sent emails to Mr Binney regarding his wage being late [C102 and C103]. He chased in June 2023 for an update from Mr Binney by email and received no response [C104-C105]. In July 2023, he chased Mr Binney regarding payment of his wages daily between 1 July 2023 and 5 July 2023 [C106-C112]. Later in July 2023, he was told by his medical team that he needed abdominal surgery. He sent emails to Mr Binney on 15 July, 20 July, 6 August and 12 August 2023 regarding his health [C113, C114, C117 and C118]. On 26 July 2023, he sent a request to Mr Binney to have a formal meeting regarding his employment. He did not receive a response and chased this again by email on 12 August 2023 and 28 August 2023 [C115, C116, C119, C120].

12. On 30 August 2023, he wrote to Mr Binney by email expressing his frustration at the lack of communication and outlined that he would begin to discuss the matter with solicitors. He received no response [C121].

13. In September 2023, he did not receive his August 2023 wage until 8 September 2023 and therefore chased this daily until he was paid, by email with no response [C122- C129]. On 28 September 2023, he asked Mr Binney to provide him with a business update by email. No response was received [C130].

14. He emailed Mr Binney regarding his September 2023 wage on the day it was due to be paid into his account. As a result, he chased this payment by email daily until it was received on 12 October 2023 [C132- C145].

15. He has not been paid at all for the months of February, March, April and May 2024 despite chasing these payments [C161-C165].

16. The claim has been amended to include these failures to pay. The sums sought are set out in the table below and are awarded to the claimant.

	<u>UNAUTHORISED DEDUCTION FROM WAGES</u>			
1.1	The Claimant claims that the partial nonpayment of his wages from 1 June 2022 to 1 February 2024 (a period of 21 Months) in the sum of £1,500 per month amounts to an unauthorised deduction from wages. 21 months x £1,500 = £31,500.00 (Gross) 21 months x £851.62 = £17,884.02 (Net)			£17,884.02
1.2	The Claimant claims the non-payment of his wages in full, for the period from 1 February 2024 to 1 June 2024 , in the sum of £5,000 per month amounts to an unauthorised deduction from wages. 4 months x £5,000 = £20,000.00 (Gross) 4 months x £3,447.98 = £13,791.92 (Net)			£13,791.91
	GRAND TOTAL			£31,675.93
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I D Truscott KC Employment Judge

Date: 25 June 2024

Case number 2306849/2023

**SENT TO THE PARTIES ON
1st July 2024
AND ENTERED IN THE REGISTER**

For the Tribunal Office

P Wing