



EMPLOYMENT TRIBUNALS

Claimant: Mr J Bruce

Respondent: NWMS Southern Division Limited

Heard at: Manchester (by CVP)

On: 2 February 2021

Before: Employment Judge McDonald (sitting alone)

REPRESENTATION:

Claimant: In person

Respondent: Not in attendance

JUDGMENT

1. The respondent's name in these proceedings is amended from NWMS Facilities Services Limited to NWMS Southern Division Limited.
2. The claimant's claim that the respondent made an unlawful deduction from his wages succeeds.
3. The respondent is ordered to pay the claimant the gross sum of £1,540. The claimant will be responsible for accounting to the Revenue for any deductions for tax and national insurance for that sum.

REASONS

1. The claimant worked for the respondent from 16 May 2019 until 4 September 2019. He was paid on the 15th of the month for the previous month's work. He did not receive payment for August nor did he receive payment for the four days he worked in September 2019. He therefore brought a claim for the unpaid wages for those days, which amounted to 25 working days.

2. As the Code V at the start of this document indicates, this hearing took place by remote video link using CVP. The claimant represented himself at the hearing. The respondent did not attend and had not submitted a response form.

3. The proceedings had been brought against NWMS Facilities Services Limited. During the hearing the claimant told me that the respondent, on 6 January 2020, changed its name. A Companies House search confirmed that the respondent changed its name to NWMS South Division Limited on 6 January 2020. On that basis I ordered that the name of the respondent is amended and the Judgment will be issued against NWMS Southern Division Limited.

4. I find the respondent did make an unlawful deduction of wages in that it failed to pay the claimant for his work in August and up to 4 September 2019. The other issue which I needed to decide was the amount due to be paid to the claimant for the 25 working days during that period. I heard evidence from the claimant and took into account the documentation in the case. That included the claimant's contract of employment, his pay slip for July 2019 and a screen shot of his bank statement showing salary payments made by the respondent in July and August 2019.

5. In terms of the claimant's hourly rate, the contract of employment stated that the claimant was to be paid at the "apprenticeship minimum wage" but did not set out an actual hourly rate. The apprenticeship national minimum wage for August 2019 for someone in their first year of apprenticeship would be £4.15 per hour.

6. The claimant's evidence was that he was paid at the non-apprentice National Minimum Wage which, for August 2019 in his case would be £7.70 per hour. He pointed out that the net salary paid to him on 16 August 2019 (for his hours worked in July) was £1,197.24. If he had been paid at £4.15 per hour, that £1197.24 would equate to at least 288 hours worked in that month or in excess of 70 hours per week. I accept that that net figure is more consistent with his hourly rate being £7.70 and find that that was the hourly rate at which the claimant was entitled to be paid.

7. In terms of the number of hours worked the claimant's contract said that his standard hours per week were 40 hours per week Monday to Friday. Although the claimant said that in fact he worked more than that per week he accepted he could not prove that. I find his hours of work were 40 hours per week and base my judgment on that. That equates to 8 hours per day.

8. In terms of additional compensation, the claimant had indicated when writing to the Tribunal that he had incurred interest on credit cards because of the non-payment of his wages. At the hearing he accepted that he was not able to produce evidence to substantiate that loss so I do not award compensation for any such consequential loss.

9. I find that the respondent made unlawful deductions from the claimant's wages by failing to pay him for the 25 working days in the period 1 August 2019 to 4 September 2019. That amounts to a gross amount of **£1540** (£7.70 per hour x 8 hours per day x 25 days). The respondent must pay the claimant that amount without any deductions for tax or national insurance. The claimant will then need to account to HMRC for any such deductions.

10. I gave my judgment orally at the hearing and the claimant requested these reasons in writing.

Employment Judge McDonald

Date: 4 February 2021

JUDGMENT AND REASONS SENT TO THE PARTIES ON

10 February 2021

FOR THE TRIBUNAL OFFICE

Public access to employment tribunal decisions

Judgments and reasons for the judgments are published, in full, online at www.gov.uk/employment-tribunal-decisions shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.



NOTICE

THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990

Tribunal case number: **2414172/2019**

Name of case: **Mr J Bruce** v **NWMS Southern Division Limited**

The Employment Tribunals (Interest) Order 1990 provides that sums of money payable as a result of a judgment of an Employment Tribunal (excluding discrimination or equal pay awards or sums representing costs or expenses), shall carry interest where the sum remains unpaid on a day ("*the calculation day*") 42 days after the day ("*the relevant judgment day*") that the document containing the tribunal's judgment is recorded as having been sent to the parties.

The rate of interest payable is that specified in section 17 of the Judgments Act 1838 on the relevant judgment day. This is known as "the stipulated rate of interest" and the rate applicable in your case is set out below.

The following information in respect of this case is provided by the Secretary of the Tribunals in accordance with the requirements of Article 12 of the Order:-

"the relevant judgment day" is: **10 February 2021**

"the calculation day" is: **11 February 2021**

"the stipulated rate of interest" is: **8%**

For and on Behalf of the Secretary of the Tribunals