

JERSEY / JUDGMENT

Mr W Wrath vs Mr Paul Horgan

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Summary – Payment of wages 79/2014 Jersey Employment Tribunal INTERIM HEARING 7 January 2015 Before : Deputy Chairman Mrs Hilary Griffin (Deputy Chairman) Panel Members Mrs L Cram, Mr S Le Breton Between Mr W Wrath Applicant And Mr Paul Horgan Respondent For the Applicant: In Person For the Respondent: The Respondent did not attend and was not represented Employment (Jersey) Law 2003 Notification of the tribunal's decision This award, (subject to the right of appeal to the Royal Court as set out in the law) is legally binding and is the final decision of the tribunal. Each party, if applicable, is responsible for establishing their liabilities with regard to Social Security and Income Tax payments THE TRIBUNAL'S JUDGMENT THE DECISION It is the unanimous decision of the Tribunal that the Respondent, in breach of contract, failed to pay to the Applicant wages for three days worked in January 2014. The Respondent shall therefore pay to the Applicant those outstanding wages plus 4% to reflect rolled up holiday entitlement in accordance with the Applicant's contract. Despite being notified of the hearing, the Respondent did not attend and evidence was not submitted on his behalf. THE REASONS

Background

1. The Applicant filed a claim with the Tribunal for unpaid wages on 7 July 2014. The Applicant's JET1 was sent to the Respondent by the Tribunal in the usual course, but the Respondent did not file a JET2. A Case Management Meeting was arranged for 26 November 2014. On 9 November 2014, the Respondent sent an email to the Tribunal in the following terms: "Please be advised that I John Paul Horgan has ever [sic] employed William Wrath or any other individual on this island." 2. The Respondent did not attend the Case Management Meeting on 26 November 2014. The Tribunal sent the Directions for Hearing to the Respondent and he was notified of the Hearing date. The Applicant gave evidence that, in accordance with the Tribunal's Directions, the Applicant sent a copy of his Hearing bundle to the Respondent in readiness for the Hearing. 3. The Respondent did not attend the Hearing and evidence was therefore only heard from the Applicant. The Tribunal had no information available to it regarding the Applicant's position, save for that contained in the Respondent's email of 9 November 2014 (see above). 4. The Applicant gave evidence that he started working for the Respondent on a 'zero hours' contract on 6 January 2014. The Tribunal was shown a copy of a contract which had been signed by the Respondent but had not been signed by the Applicant. The Applicant told the Tribunal that the contract was given to him on 17 January 2014 (being the last day on which he worked for the Respondent). The contract stated that the Applicant would be paid £14 per hour plus 4% to reflect rolled

up holiday entitlement. The Applicant confirmed that this reflected the agreement reached between the parties at the start of their relationship. 5. The Applicant confirmed that he received his wages up until 14 January 2014 and those wages were paid directly into his bank account. The Tribunal was shown the Applicant's first two pay slips. 6. On 15, 16 and 17 January 2014, the Applicant worked at a property in St Ouen. The Applicant gave evidence that he worked eight hours on each of those days making a total of 24 hours. 7. On 20 January 2014 the Applicant arrived at work and was told that because he had not completed the job on the previous Friday, his work had not been 'cost effective'. The Applicant objected to this criticism, and resigned. The Applicant told the Tribunal that he handed his timesheets from the previous week to the Respondent before leaving the premises. 8. Some days later, the Applicant realised that he had not been paid for his last three days of work. The Applicant gave evidence that the Respondent had a 'didn't care attitude' and refused to pay him for the work he had done.

Conclusion

9. The Tribunal found the Applicant to be a reliable and honest witness and, in the absence of any evidence to the contrary, it accepted that he worked eight hour days on 15, 16 and 17 January 2014. Under the terms of his agreement with the Respondent, he was entitled to be paid for that work and failure by the Respondent to pay those wages amounted to a breach of contract. 10. The Tribunal finds that the Applicant's claim for unpaid wages is well founded and the Tribunal awards the Applicant the sum of £336.00 by way of unpaid wages. 11. Furthermore, in accordance with his contract, the Applicant is entitled to an additional 4% of his wages to reflect rolled up holiday pay which amounts to an additional £13.44. 12. The Tribunal HEREBY AWARDS to the Applicant the sum of £349.44 to be paid by the Respondent forthwith.

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