

JJE



EMPLOYMENT TRIBUNALS

Claimant: Mrs J Halcox
Respondent: Dr Jones & Partners
Heard at: East London Hearing Centre
On: 15 January 2018
Before: Employment Judge Jones (sitting alone)

Representation

Claimant: Mr B Jones of Counsel
Respondent: Mr M Curtis of Counsel

JUDGMENT

The judgment of the Tribunal is that:-

1. The claimant has suffered unlawful deductions from wages in the sum of £1591.20 in respect of holiday accrued but untaken at the termination of employment.
2. The claimant's complaint of breach of contract is successful as the respondent has failed to pay her notice pay in the sum of £1,170.00.

The total is £2,761.20.

3. The respondent by Section 4.3 of the contract of employment with the claimant is entitled to deduct from any payments owing to her the following sums that the Claimant paid to herself: £1446.48 which represents an overpayment of overtime; and the sum of £1,050.50 which represents an unauthorised bonus payment. The Respondent is entitled to deduct the total sum of £2,496.48.
£2,761.20 less £2,496.48 = £264.72.
4. The respondent is ordered to pay the claimant the balance of £264.72.

REASONS

- 1 The claimant presented a complaint to the Employment Tribunal on 20 October 2017. She had given notice to her employer to terminate her contract of employment on 25 August 2017 with her last day of service been 22 September 2017. The last payday was 29 September 2017. The claimant complained that she received no pay at all on that day. When her solicitors wrote to employers, the response was that as she had been overpaid previously, her pay was being withheld as a result. The claimant disputed that she had been overpaid.
- 2 In its response, the respondent submitted that the claimant had paid herself bonuses without authorisation, that she had paid herself unauthorised overtime hours which were not recorded and they disputed that she work those hours; and lastly, because she had been sick the part of the notice period the respondent disputed the amount she claimed as her notice pay. The respondent contended that the claimant would not have been allowed to carry forward holiday entitlement to the New Year and therefore she is not owed any holiday pay.

Evidence

- 3 The tribunal had a bundle of documents. The tribunal also heard from the claimant in evidence and from Dr Mita Roy on behalf of the respondent. There were witness statements from those witnesses and a signed statement from the claimant's daughter, Amy Halcox who did not give live evidence and who continues to be employed by the respondent but was on maternity leave at the date of the Hearing. There was also a signed witness statement from Dr Jones who did not attend to give evidence. The tribunal heard submissions from both parties.
- 4 The respondent did try to submit some additional practice accounts documents at the start of the hearing but because the notice of hearing had been sent to the parties as far back as 25 October 2017 and the respondent had been represented since December 2017; the tribunal did not allow it.

Law

- 5 The claimant's claim is for unlawful deductions of wages in respect of her unpaid holiday pay. She also brings a breach of contract claim for her notice pay. Her schedule of loss was amended during the hearing so that she now claims a total of £3697.20. The change was made because the claimant agreed with the respondent that because of the application of sections 86 – 88 of the Employment Rights Act 1996 (ERA) and the terms of her contract, the claimant would not have been paid full wages for her period of notice as it came at the end of a period of sickness absence. She would have been paid one week at full pay and three weeks at half pay making a total of £1,170.00. The burden would be on the claimant to prove that she is owed the amounts she claims.
- 6 Section 13 of the ERA stipulates that an employer shall not make a deduction from wages of a worker employed by him unless the deduction is required or

authorised to be made by virtue of the statutory provision or a relevant provision of the workers contract, all the work as previously signified in writing his agreement or consent to the making of the deduction.

- 7 The phrase 'relevant provision' means a provision of the contract comprised in one or more written terms of the contract of which the employer has given the worker a copy on occasion prior to the employer making the deduction in question, or in one or more terms of the contract (whether express or implied and, if expressed, whether oral or in writing) the existence and effect, or combined effect, of which in relation to the worker the employer has notified the worker in writing on such an occasion. The burden would be on the respondent to prove that it is entitled to make any deductions as a result of a relevant provision in the claimant's contract.

Findings of fact

- 8 The claimant began working for the respondent medical practice as the practice manager on 2 January 2007. At the time, the partnership comprised Dr S Jones and Dr GP Byrne. The claimant's daughter, Amy Halcox also worked at the practice as assistant practice manager although the Tribunal was not told when she became so employed.
- 9 The claimant's contract of employment was in the bundle of documents. It confirms that her salary at the start of her employment was that £19,500 per annum, paid on a monthly basis and that a salary review was to take place on first April each year. The claimant's hours of work were stated to be 30 per week and it stated that overtime would be paid at normal rate of pay, or time off in lieu given. The contract contained a section headed *Practice Sick Pay* which set out a schedule for payment of sick pay. It stated that once someone is employed for more than five years, they will be paid full basic salary for the first 3 months of ill-health and for the second three months they will be paid at half the basic salary. The respondent submitted and it is likely that if an employee is off sick for a period longer than 6 months that a person would only be entitled to statutory sick pay.
- 10 In another section headed *Annual Holiday*, the contract stated that the leave year commences on 1 January each year and that all holiday must be taken within the leave year. The leave entitlement was stated at six weeks per year. The original contract is silent about the right to carry forward any leave not taken at the end of the year.
- 11 There were two other contracts in the bundle that had been issued to the claimant in subsequent years. One was undated. The contract dated 2013 was the one that both parties agreed applied to the Claimant.
- 12 Section 4.3 of that contract stated that the respondent was entitled to deduct from her salary or other payments due to her, any money which she owes to the practice at any time. The claimant confirmed that this was her most recent contract and that she was bound by it.
- 13 The contract made provision for either party to give one months' notice of termination of the contract.

- 14 There was a handbook in the bundle of documents which she stated was provided to staff at the same time as the new contracts and is likely to have been when the practice engaged Peninsula as its HR and/or legal advice provision. The handbook stated that the practice did not permit holidays to be carried forward and that no payment in lieu would be made in respect of untaken holidays other than in the event of termination of employment.
- 15 They have been significant changes in the partnership during the claimant's employment. Dr Byrne retired at some point although the Tribunal was not told when that was. Dr Cheema joined the practice in April 2016, Drs Rasheed, Rawal and Roy joined the partnership in July 2016. According to Dr Roy, the partnership between all five partners was dissolved following contested legal proceedings in May 2017 and the ongoing partners are Drs Jones, Rasheed, Rawal and Roy. From the claimant's evidence the Tribunal finds that she was involved in the proceedings to the extent that she had to help prepare papers and gather evidence and this required her to work some overtime. The claimant was away from work with what she alleged was stress-related sickness related to the litigation, from June 2017. She described herself as being caught in the middle of the partnership dispute. She also gave unchallenged evidence that she raised a grievance in January 2017 although the tribunal was not told what happened to it as it was not subject of this Hearing.
- 16 She described her relationship with Dr Jones as a good one and that he had described her as his 'work family'. Because of that relationship and because of the claimant's length of service it is likely that Dr Jones placed a lot of trust in her and allowed her to carry out her job largely unsupervised.
- 17 The claimant's witness statement she stated that she had carried forward 10 days annual leave from 2016 but in her letter to the respondent dated 25 August 2017 she stated that she had carried forward 12 days from 2016 and had accrued 21 days in the 2017 holiday year totalling 33 days and had taken 6 days holiday to that date. She claimed payment for 27 days.
- 18 The Tribunal will now make findings on the specific parts of the claimant's claim.

Overtime

- 19 The tribunal finds that the system in relation to overtime was that members of staff recorded their overtime in the book kept at the practice for that purpose. The claimant confirmed in her evidence that she expected all members of staff to record their overtime in the book and that she would query and was unlikely to pay any claims for overtime that had not been so recorded. Her evidence was that if a member of staff asked to be paid for more overtime than had been recorded in the overtime book, she would ask them for an overtime sheet.
- 20 It was her evidence that she started work at 7 AM as the surgery at East Tilbury opened at 7:30 AM. Her normal contract hours are 8:30 AM to 2:30 PM. This meant that she worked approximately 1.5 hours a day overtime every day.
- 21 The claimant alleged that she also worked extra hours in relation to the litigation, the dissolution of the partnership, the creation of the new partnership and the administrative work required to process an additional 2000 patients. She stated

that she did some of those hours at home but had no records of how many hours and when they were worked. In her evidence Dr Roy confirmed that everyone was working additional hours during that time as it was a busy time and a time of significant change for the practice.

- 22 Some pages of the handwritten overtime records were in the bundle of documents. These are the relevant pages of the claimant's record of overtime for the 18 months of her employment. Scrutiny of the records show that they relate to the periods January to December 2016 and January to May 2017. They are divided into month long blocks. The amount of overtime hours recorded for the claimant vary across the months. In the months of January, February, March and April 2016 she recorded that she had worked 32 hours overtime. The figure changed to 37 hours in May 2016, 32 hours in June 2016 and 35 hours in July 2016. In August 2016, she recorded 38 hours overtime and in September, 40 hours overtime while in October, she records 46 hours. She records 40 hours overtime in November and 36 ½ hours in December. The claimant recorded 40 hours in January and 37 hours in February 2017. There is no overtime recorded for March 2017 for the claimant.
- 23 For those months, the claimant paid herself 50 hours overtime for July 2016, 55 hours for August 2016, 55 hours for September 2016, 61 hours for October 2016 and 60 hours for November 2016. In total, the claimant recorded a total of 199 hours between July and November 2016 and paid herself a total of 281 hours for the same period of time. In the Hearing the claimant stated that she had text messages to show that she had worked all those hours but those were not produced and were not part of the bundle of documents. She stated that she would work at home on her laptop, using her own Wi-Fi connection. However, no evidence was produced to support this. She submitted that she had been working with the respondent's solicitors to help with the dissolution but no evidence of any documents, emails, letters sent to the solicitors or received from them was produced. The respondent accepted that the claimant worked some extra hours but contended that those were all recorded in the overtime book.
- 24 It was the claimant's case that she recorded some of the overtime that she worked in the handwritten log kept in the practice but that some of her overtime hours had not been recorded there. They were not recorded anywhere else. It was her case that the hours she paid herself had all been overtime and were duly payable to her. The claimant had no record of those times to show the Tribunal. She stated that some of those hours had been worked after the records were sent to payroll on the 20th of the month and before the end of the month. But even if she could not record it in the overtime book as that had been sent to payroll, she did not produce any record that she might have kept herself of the hours worked so that she could satisfy herself that she was paying herself the correct amount.
- 25 The claimant stated that it is likely that she is owed much more when she claimed but that does not explain how she decided to claim the amounts she did. The Tribunal can see why the respondent referred to the claimant plucking figures out of the air. She may well have worked extra hours but she had no system of working out how much that was in order to ensure that in her role as practice manager she was requiring the same standards of herself as she would other members of staff

26 The claimant was a trusted senior employee who was authorised to administer payroll, use the practice credit card and sign cheques. The claimant was responsible for authorising her own overtime payments and those were not checked or authorised by any of the partners in the practice.

Bonus payments

27 As a practice manager, the claimant was also the person responsible for paying bonuses to staff. There is no right to a bonus in the contract of employment. However, bonuses have been paid to staff on a biannual basis, according to the claimant, for 10 years and throughout her employment with the respondent. This was not disputed by Dr Jones in his signed witness statement although it is his evidence that he had not authorised bonus payments for 2016.

28 Bonuses are noted on the payslip as 'bonus' which meant that staff would have been aware that they had been paid a bonus and the accountant/bookkeeper for the practice would also have been aware of payments made.

29 On what basis were bonuses paid? It is likely that the basis upon which bonuses were paid changed over the years. On 11 April 2008, the claimant issued a memo to staff in which she stated that it was an informal note to inform staff that the annual bonus would be paid in May of that year. That indicated that there may have been some concern within the staff group that bonuses might not have been paid that year. The memo also stated that the bonus would be subject to change from the previous year in relation to the budget. The changes that members of staff would notice in their bonuses was mostly due to allocation of the budget items that have had to be bought by the practice. She informed staff that the Christmas bonus of that year would be subject to review and would be discussed at a later date. The memo stated that this may be an annual event and that the May bonus would be the primary boost of salaries. The memo stated that bonuses were subject only to monies that may or may not be available and were in no way a reflection on the staff of the very conscientious work that is carried out. The Tribunal finds it likely from this memo that at that time bonuses were not related to staff performance but were dependent on profits or the performance of the practice as a whole.

30 The matter of bonuses and the amounts to be paid was frequently a matter for discussion in the business. On 20 October 2008 the claimant sent a memo out to staff on Dr Jones' instructions. The memo stated that it had been decided that the November bonus would be reduced by 50% but that the one payable in May would remain the same. The partners decided that staff would be paid a reduced bonus in November and forego a Christmas outing although there would still be a buffet to celebrate Christmas at East Tilbury. This was the partners decision.

31 The claimant's evidence was that bonuses would be discussed at the annual meeting held at the practice after the accounts were prepared. The memo dated 20 October 2008 referred to 'the doctors and myself having reviewed the situation' and 'we have decided', which suggests that discussions about bonuses took place at meetings between the partners and where the claimant would have a say; rather than at her sole discretion. The claimant's evidence was that the annual meeting would be held around September, roughly the same time every year. She

confirmed that it was unlikely that they would have been a meeting in 2016 as they have been so much going on with the dissolution of the partnership and the court case. She also confirmed that no doctor had authorised the payment of bonuses in 2016. Her evidence was that Dr Cheema had told her to carry on paying the bonuses.

- 32 The tribunal finds that there was evidence that the May bonus was not paid based on the respondent's profits. Historically, the May bonus was specifically related to the Quality of Framework (QofF) achievements which all staff would have contributed to by their hard work. It is likely that this may bonus was to reward them for their hard work in that regard.
- 33 In 2015 Dr Jones raised the possibility of stopping the bonus payments. That much is agreed between the parties. The claimant's case is that Dr Jones asked Amy Halcox to contact Peninsula for advice on stopping the bonus payments and the respondent's case is that the staff contacted peninsula to see whether Dr Jones could stop the bonus payments and to gain advice from the employee's perspective. The advice note from Kirstyn Campbell of Peninsula was in the bundle of documents. The Tribunal notes that Ms Amy Halcox informed her *"its not in the contract its just routine practise for however many years its been going on. Can the GP have a meeting to stop bonuses"*. It is therefore likely that this was a contact from the staff, on behalf of the staff. As the Respondent was its client, Peninsula addressed its comments to the Respondent. Miss Campbell advised that the Respondent should not make unilateral, substantial changes to an employee's terms and conditions without either agreement or a compelling reason and meaningful consultation. She advised that as the bonus was not contractual they could however be argued that it had become custom and practice as it had been paid for so long. She advised the Respondent to seek to discuss the proposed changes with the employees informally and to seek agreement with them about it she advised that Peninsula could help with consultation and could guide the Respondent through the process. As Dr Jones was not present at the Hearing, the Tribunal does not know whether he was ever given or had the opportunity to consider this advice from Peninsula.
- 34 In 2016, Dr Jones advised the claimant to add £50 to everyone's wage as an additional payment or goodwill gesture in recognition of any stress or inconvenience staff had encountered due to the ongoing dispute between the partners. A memo to that effect was issued to staff on 20 September 2016. Once again, the claimant made these payments under direction from partners and not on her own initiative or authority. That bonus with did not relate to the QA F all the performance of the business but was simply a payment to staff in recognition of what it had been like work there during the partnership dispute.
- 35 The claimant's evidence was that Dr Jones instructed her to continue paying bonuses and running the practice as she had been taught by her predecessor. She also confirmed that the amounts of bonus could be reduced and had been changed for various reasons during her employment. Sometimes bonuses were reduced when someone took early retirement and for other reasons. She accepted during her evidence that the decision whether to increase or reduce the bonus was one to be made by the partners rather than by herself.

- 36 The claimant stated that she was instrumental in increasing the profits of the practice, year after year until 2016 when she became aware of failing finances. In her opinion, the finances began to fail because more salaries needed to be paid. At the same time, the claimant paid herself a bonus of £1500 in May 2016, £50 in September 2016, and £1000 in November 2016. The claimant would also have been aware that at the same time, the partners drawings were being reduced. Apart from her statement that she was authorised to pay bonuses without express authorisation from the partners, she did not explain why she paid herself three bonuses in 2016 when it appears from the documentation that the pattern of bonuses payments was two per year i.e. in May and November. She did not give any evidence as to how she came to calculate the amount of each bonus. The claimant confirmed that in 2016 her bonuses were significantly more than other members of staff.
- 37 The claimant confirms that in January 2017 she was told not to pay bonuses.
- 38 In its letter to the claimant on 29 September 2017, the respondent's solicitors stated that the claimant had overpaid herself the sum of £1050 in respect two unauthorised bonuses. It is likely that the respondent accepts that the claimant would have been entitled to the bonus of £1500 she paid herself in May 2016.

Holiday pay

- 39 In addition to what is set out above, the 2013 contract was clear that the claimant could not carry untaken holiday entitlement forward from one holiday year to the following holiday year unless a period of maternity, or other statutory leave prevented her from taking it in the relevant year. Payment in lieu of leave accrued but untaken would only be appropriate on termination of employment. The claimant confirmed that the standard rule was that holiday cannot be carried forward.
- 40 The rule of not been able to carry forward annual leave without authorisation was also applied to doctors. A letter dated 13 October 2016 to Dr Roy, was in the bundle of documents. The claimant wrote to Dr Roy to confirm that although the practice did not normally allow staff to carry forward annual leave, an exception would be made on this occasion. She stated that the rest of her leave would be added on to next year's leave. Based on that, the Tribunal finds that authorisation was needed before leave could be carried forward.
- 41 The claimant's evidence was that Dr Jones asked her to cancel holidays as the practice was short-staffed. She did not produce any evidence of any holidays that had been booked and then cancelled or any authorisation from Dr Jones that she should cancel her holidays and carry forward her leave. In her witness statement, Amy Halcox stated that she had also been asked by Dr Jones to cancel or put off her holidays. Unfortunately, the Tribunal did not have the opportunity to hear Ms Halcox in the Hearing.
- 42 Dr Roy and the new doctors in the practice were clearly unhappy about the historical payment of bonuses and of the Claimant and other members of staff's habit of only consulting Drs Jones and Cheema about anything to do with the practice. Dr Roy confirmed that every other employee's bonus was reduced by

50% while the claimant does not seem to have reduced hers. She stated that Dr Jones made it clear that no bonuses were to be paid in 2016 and this accords with the statement that he sent to the Tribunal. In it Dr Jones stated that he did not authorise the claimant's bonuses. This was at the time the doctors were being asked to take a one third pay cut in their drawings. Again as Dr Jones was not in court for his evidence to be tested, this Tribunal has not given his statement more weight than the live evidence and the documents in the bundle.

43 The respondent does not dispute that the claimant is entitled to some days for the holiday year 2017 given that the holiday year begins on 1 January and she was employed until 22 September 2017. Her claim was that she had accrued 17 days in 2017. Also, that she had been authorised by Dr Jones to carry forward 12 days from the previous year.

44 The claimant submitted that at the time the respondent's solicitor replied to the claimant the letter stated that it was withholding money due to her because of the bonuses she paid to herself and that the letter did not mention overtime. The Tribunal finds that the respondent's solicitors letter dated 29 September was in response to the claimant's email of the same date in which she asked for outstanding wages and for payment for 27 days accrued but untaken holiday days. The letter from Brown Solicitors on the respondent's behalf addressed the holiday entitlement, sick pay and bonuses paid to the claimant. The claimant was informed in the letter that the respondent was in the process of investigating payments made by the claimant, that those investigations were continuing and that she would be notified further as matters develop. The letter was not a statement of the respondent's final position on payments due to and from the claimant. It is likely that the issue of the payment of overtime arose during those investigations and is set out in paragraph 6 of the Grounds of Resistance. Dr Roy confirmed in her evidence that the issue of the overtime paid to the Claimant came to the attention of the respondent when the accountant drew its attention to it.

Applying law to facts

45 The claimant was not a partner in the practice but was a senior employee. The respondent trusted her to manage the practice efficiently and in accordance with the partners' instructions.

46 The parties agreed that the claimant's notice entitlement was three weeks at half pay totalling £1,170.00.

47 In relation to holiday pay. The Tribunal's judgment is that the contract of employment specifically stated that it was not possible to carry forward any accrued but untaken holiday entitlement. It was only possible with authorisation. Dr Roy had written authorisation. The claimant did not have any authorisation and it would not have been possible for her to give herself authorisation as she was not a partner in the business or her own boss. However, she was a senior employee. All senior employees, including doctors, had to obtain authorisation to carry forward leave to another leave year and in this tribunal's judgment, the claimant was no exception. It is this Tribunal's judgment that the claimant is not entitled to carry forward untaken leave from 2016 to 2017. The claimant was

entitled to be paid for 17 days leave accrued in the annual leave year beginning 1 January 2017.

- 48 It is this Tribunal's judgment that the claimant was owed pay for 17 days annual leave accrued but untaken at the time of the termination of her employment. The figure set out in the schedule of loss is a daily rate of £93.60 per day. 17 x £93.60 equals a total of £1,591.20.
- 49 The respondent therefore owes the claimant the total of £1,170.00 + £1591.20 = £2761.20.
- 50 However, it is also this Tribunal's judgment that the respondent was entitled to make deductions from any amounts owed to the claimant because there was relevant provision in the claimant's contract allowing it to do so.
- 51 The claimant was not entitled to be paid for any overtime that had not been recorded in the overtime book or anywhere else. As she confirmed in her evidence, any employee who submitted a claim for overtime without records to show the overtime worked would not be paid for that overtime. That would also apply to the overtime payments she paid herself.
- 52 The claimant recorded 199 hours overtime between the months of July to November 2016. That was more than the total of the 1.5hours she spent every day opening up at Tilbury and it is likely that it also contained the time she spent assisting the partners in the partnership dispute and litigation. However, she paid herself 281 hours. The claimant made no records of the overtime that these additional hours related to. There was no evidence of where these amounts came from.
- 53 The claimant would have been aware of the need to keep records and the fact that she did not do so means that it would have been impossible to verify the amount of time worked for the respondent in addition to what is recorded in the overtime book.
- 54 It is this Tribunal's judgment that the claimant overpaid herself 82 hours overtime that she was not entitled to. The claimant's payslips in the bundle show that she was paid at the rate of £17.64 per hour. 82 hours multiplied by £17.64 per hour it was a total of £1446.48p.
- 55 In relation to bonuses. It is this Tribunal's judgment that the claimant never had the authority to determine and pay bonuses to staff without any reference to the partners of the business and her employers.
- 56 When Dr Jones told the claimant to continue to run the practice as she had been trained, it is likely that he meant that she should run the practice efficiently and in accordance with her practice manager's role and with the doctors' instructions. He trusted her and considered her to be part of his practice family. He did not give her carte blanche to do whatever she wanted. If she was unclear about any matter, it would have been appropriate for her to have checked it with them.

- 57 There was no contractual right to a bonus. Bonuses were paid at the discretion of the partners in the business. The claimant was not a partner the business was an employee. The claimant had no authority to determine the size of bonus or who should get a bonus or when should be paid. Bonuses were usually paid in May and November of each year.
- 58 The memos in the bundle of documents and the live evidence show that the respondent's partners frequently discussed bonuses, changed bonuses, reduce bonuses and sometimes, decided not to pay bonuses. Bonuses were awarded in September 2016 because of any stress or inconvenience staff may have encountered because of the dispute between the two partners. There was no evidence that this was a yearly occurrence but was a one-off. Bonuses were discussed at the annual meeting which took place after the respondent had been presented with the accounts. This meeting usually took place in September and give the respondent an opportunity to project for the next financial year and decide on next expenditure for the practice. Although the claimant was present at those meetings, she was not a partner but would have been charged with implementing the respondent's decisions. The evidence confirmed to this Tribunal that the size and frequency of bonuses was a matter that was decided by the partners.
- 59 In this tribunal's judgment, the partners made decisions about bonuses and instructed the claimant to inform the staff what had been decided. For example, in May 2008, bonuses were reduced because there was a reallocation of resources towards the purchase of items that need to be bought for the surgery. In October 2008, the decision was taken to reduce the November bonus by 50%.
- 60 It is also this tribunal's judgment that although bonuses were paid as part of custom and practice within the respondent, it still undertook a process of review every year to determine the size of the bonus, whether bonuses would be paid both in May and November or whether there would be a trade-off with a Christmas party or some other staff expenditure. It was not a foregone conclusion that bonuses would be paid or how much each person's bonus would be.
- 61 It is this tribunal's judgement that the claimant did not have the authority to pay herself three bonuses in 2016. It was unlikely that there was a meeting in September 2016 because of all the other things that were happening in the practice. The Claimant had no instructions to pay herself a bonus in September and November 2016.
- 62 The respondent's case was that the claimant has been overpaid in the sum of £1050 in respect of those two unauthorised bonuses. It is therefore this tribunal's judgement that the claimant was entitled to a bonus of £1500 in 2016 and that she has been overpaid in the amount of £1050.

Judgment

- 63 It is this tribunal's judgment that the respondent owes the claimant notice pay in the sum of £1,170.00. The claimant breach of contract claim is successful in the sum of £1,170.00.

- 64 The claimant has suffered on authorised deductions of wages. She is also owed pay for 17 days annual leave accrual untaken in the sum of £1,591.50. The claimant is due a total of £2,761.20 for her successful claims.
- 65 It is also this tribunal's judgement that because of the application of section 4.3 of her contract the respondent is entitled to deduct from any sums owing to the claimant, £1,446.48 which represents overtime money paid to the claimant that was unauthorised. The respondent is also entitled to deduct the sum of £1,050.50 which represents an unauthorised bonus payment that the claimant made to herself.
- 66 The deductions are a total of £2,496.48.
- 67 $£2,761.20 - £2,496.48 = £264.72$.
- 68 The respondent is ordered to pay the claimant the balance of £264.72.

Employment Judge Jones

8 March 2018