



# EMPLOYMENT TRIBUNALS

**Claimant:** Miss J Ince

**Respondent:** The Butterfly Rooms (Inc Woodlands) Ltd Limited

**Heard at:** East London Hearing Centre by Telephone

**On:** 20 February 2023

**Before:** Employment Judge Crosfill

**Representation**

**Claimant:** In person

**Respondent:** Miss S Turner, an Officer of the Respondent

## JUDGMENT

UPON the Claimant indicating that insofar as her claims related to her occupational pension she wished them to be dealt with by the Pensions Ombudsman.

AND UPON the Employment Judge staying the claim brought by the Claimant for the sums of £37.67 deducted on the period ending 30 April 2020 and a payment of £32.87 deducted on the period ending 31 May 2020 until 31 May 2023 (pending any resolution of the Claimant's complaint to the Pensions Ombudsman).

1. The Claimant's claim for breach of Contract brought pursuant to the Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994 alleging a failure to make payments of employer pension contributions to the Claimant's pension provider is withdrawn. For the avoidance of doubt the claim is not dismissed because it would be in the interests of justice to permit the Claimant to pursue that claim before the pensions ombudsman and thereafter in proceedings if the matter is not resolved.
2. The Claimant's claim for accrued but untaken holiday pay brought pursuant to Regulations 16 and 30 of the Working Time Regulations 1998 succeeds to the extent that it is declared that the Claimant had accrued but had not taken annual leave of 1.5 days in excess of that which she was paid for.
3. The Respondent is ordered to pay the Claimant the sum of £142.22 in respect of 1.5 days holiday pay (1.5 x 9.25 hours x £10.25).

4. The Claimant's claim that a sum of £1422.18 was unlawfully deducted from her final installment of wages in November 2021 is well founded.
5. The Respondent is ordered to pay the Claimant the sum of £1422.18 by way of wages.
6. In respect of the Claimant's further claim that £248.74 was unlawfully deducted from her wages:
  - a. the Tribunal found that a deduction of £178.20 made for the period ending 30 November 2020 was lawful as it was a deduction made on account of sickness or absence.
  - b. That upon the Respondent asserting that a payment of £37.67 deducted on the period ending 30 April 2020 and a payment of £32.87 deducted on the period ending 31 May 2020 were deducted as part of the Claimant's pension contributions the claim for unlawful deductions from wages/breach of contract is stayed upon the terms set out above in order for the matter to be pursued within the scope of the Claimant's complaint to the Pensions Ombudsman.
7. The Claimant's claim for unlawful deductions from wages relating to the payment of sums due to her as a result of the furlough schemes in force from time to time is not well founded and is dismissed.
8. For the avoidance of doubt the Respondent is ordered to pay the Claimant the total of £1564.40 (£142.22 + £1422.18) which may be satisfied by making payment of this sum less any deductions required by law (i.e. the PAYE scheme).
9. It is Ordered that UNLESS the Claimant writes to the Tribunal by no later than 31 May 2023 saying why it is in the interests of justice either to extend the stay or to relist the claim brought by the Claimant for the sums of £37.67 deducted on the period ending 30 April 2020 and a payment of £32.87 the said claim will be dismissed with no further order on the basis that it is not being actively pursued.

**Employment Judge Crosfill**

**20 February 2023**