



EMPLOYMENT TRIBUNALS

Claimant: Mrs C Pillow
Respondent: Thornton le Dale Parish Council
Heard at Leeds by CVP ON: 25 and 26 March 2025
Reserved Decision 10 June 2025

BEFORE: Employment Judge Shulman

REPRESENTATION:

Claimant: In person
Respondent: Mr E Nuttman, Solicitor

RESERVED JUDGMENT

1. The proper name of the respondent is Thornton le Dale Parish Council.
2. The claimant's claims of no notice pay and no holiday pay are dismissed.
3. The claimant's claim of unauthorised deduction of wages is in time but is dismissed.
4. The claimant's claim of unauthorised deduction of wages – working from home - is dismissed.
5. The claimant's claim of unauthorised deduction of wages - NALC pay scale - by way of amendment is accepted but the claim is dismissed.

REASONS

1. Issues

- 1.1. Was the claimant paid for her notice period?
- 1.2. Did the respondent fail to pay the claimant for holiday pay?
- 1.3. Did the respondent make an unauthorised deduction from the claimant's wages and was that claim in time?
- 1.4. Was the claimant entitled to a home working allowance and if so did the respondent pay it?
- 1.5. Was the amendment to the claim in relation to the NALC pay award allowed and if so was it owed to the claimant and further how much was due from the respondent to the claimant, if any.

2. Claims

- 2.1. Breach of contract – notice pay – the claimant says she is owed £1,054.80 by way of notice pay, being 60 hours at £17.58 per hour. The respondent says this has been paid.
- 2.2. No holiday pay – the claimant says she is owed 23 days holiday pay – one day at 15 hours per week at £17.58 per hour; for 22 days the claimant was paid by the respondent holiday pay at 12 hours per week and the claimant says she should have been paid another three hours per week. The claimant says she was paid £232.10 and should have been paid £267.30. The claimant says she is owed another £35.20. The respondent disputes all of the claim for holiday pay.
- 2.3. Unauthorised deduction of wages – the claimant says that she was not paid wages amounting to 10.2 hours of work between 9 December 2022 and 20 November 2023 which amounts to the duration of the time the claimant was employed by the respondent. The claim amounts to £179.32. The respondent says this has been paid.
- 2.4. Unauthorised deduction of wages – home working allowance – the claimant says she is entitled to a home working allowance of £294.00. The respondent says it sent £60.00 for home working allowance in addition to other sums (see below) which is what the claimant was entitled to. Apparently the claimant returned the £60.00. The respondent says the claimant is not entitled to any more home working allowance.
- 2.5. Unauthorised deduction of wages – National Association of Local Councils (NALC) pay award – the claimant says she was paid £16.50 per hour but was entitled to the NALC pay scale at point 27 being, the claimant variously says, £17.58 or £18.58 per hour, so that she should have been awarded another £1.08 per hour or £2.08 per hour between the period 1 April 2023 and 31 March 2024 (or the end of her employment whichever is the sooner). The claimant says she was owed 543 hours at £2.08 per hour equalling £1,129.44. The respondent disputes this.

3. Facts

The Tribunal having carefully reviewed all the evidence (both oral and documentary) before it finds the following facts (proved on the balance of probabilities):

- 3.1. The respondent is a Parish Council and conducts its meetings by standing orders. Relevant standing orders were adopted on 10 January 2023 and reviewed on 24 October 2023. These require motions not to be progressed unless moved and seconded (clause 1.b). No motion may be moved unless it is on the agenda (9.b). There was no agenda item relating to the claimant's salary. Motions to change employee's terms require written notice to the Proper Officer (10.a). The claimant disputes that the respondent at all material times conducted its meetings by standing order. The Tribunal finds that the respondent must do so.
- 3.2. In the claimant's contract of employment the terms and conditions of service of the National Joint Council (NJC) for Local Government Services (The Green Book) apply to the claimant's employment, save as amended by the contract. No reference in the hearing was made to the Green Book. The claimant's job title was locum clerk and responsible financial officer. The claimant's salary was £16.50 per hour, being the correct salary point, working 12 hours per week. The current salary point was 27 of the NJC. The claimant did not agree with this aspect of her contract. The Tribunal finds that the salary is a term of the contract. The same clause of the contract (7.1) says that the claimant was appointed to a single salary point and that the respondent will review the claimant's salary on the anniversary of her appointment. There was no anniversary in this case because the claimant's employment did not last a year. There was, the Tribunal finds, no motion to increase the claimant's salary. Clause 11 of the contract required authority to work more than normal hours. Clause 12 of the contract entitled the claimant to 22 days working leave and bank and public holidays and because she was a part time worker that was to be a pro-rated calculation. The contract was signed by both parties.
- 3.3. The Tribunal was shown new pay scales for the National Association of Local Councils (NALC) from 1 April 2022 to 31 March 2023. At point 27 this was shown as £16.58 per hour.
- 3.4. The Tribunal was shown at page 316 of the bundle documents a form described in the index as a salary evaluation form to be completed by the clerk, in this case the claimant, and one other duly authorised counsellor. On the face of it the form was only completed by the claimant which purported to increase the claimant's actual hours per week from 12 hours to 15 hours "increased by the Council". The claimant admitted completing the form. It stated the current salary of the clerk at £15 per hour. The claimant said in her statement that this was unanimously agreed but it was not.
- 3.5. The Tribunal was also shown the claimant's payslip dated 20 December 2023 (bundle document 449). Amongst other things the claimant received for working from home £234.00 – 9 units at a rate of 26.000 and holiday pay (days) 22 at 39.60 being £871.20. The claimant's payslip dated 20 August 2023 shows that she had taken five days holiday with 23

remaining (bundle document 445), remembering the pro-rated calculation at paragraph 3.2 above. The evidence is that the claimant's holiday entitlement was 17 days. The claimant claimed that she worked on Good Friday – 7 April 2023 but there is no provision in her contract to substitute bank holidays lost. No evidence was called about this. Because the claimant was paid 27 days holiday it appears that the claimant was overpaid holiday.

- 3.6. As can be seen from the payslip dated 20 December 2023 the claimant received £234.00 for working from home. The respondent discovered that the claimant was paid £60.00 short and paid it following its letter dated 19 March 2024. The claimant denied receiving the letter, but it seems the claimant sent the £60.00 back to the respondent when it arrived. It seems from bundle document 38 that at the very least the claimant appears to have received the £60.00.
- 3.7. In her witness statement the claimant makes the bland statement that she worked 62.2 hours and that 10.2 hours were unpaid, using the claimant's own records. It is unclear as to when this alleged amount occurred save that it was over the period when the claimant was employed. The claimant told the Tribunal that it was during a rolling period of two to three months when the Council was inquorate, which the claimant says was from 25 July 2023 to 26 September 2023. The claimant entered early conciliation on 24 November 2023 and received her certificate on 4 January 2024, presenting her claim on 5 January 2024. It appears that there were a series of deductions and the claim was made to the Tribunal within three months of the last one plus early conciliation. The respondent says that the claimant was paid. Whether it relates to the same sum or not the claimant was paid 70 hours of overtime on or about 25 February 2023. See payslip bundle document 439.
- 3.8. On 20 November 2023 the claimant's contract was terminated by the respondent because the claimant had told the respondent that she no longer intended to work for the respondent. The claimant was given 30 days' notice in accordance with clause 18 of her contract, which entitled her to one calendar month's notice. The claimant was paid in accordance with clause 7.1 of her contract.

4. Determination of the Issues

(After listening to the factual and legal submissions made by and on behalf of the respective parties):

- 4.1. Notice Pay. The claimant did receive notice pay based on a 12 hour week and a 48 hour month, together with a salary at the rate of £16.50 per month. The claimant says that that sum is not enough because she claims a 15 hour week and an hourly rate of £17.58 (not £18.58). Who is right? Firstly, there is no credible evidence that on a permanent basis the claimant's working week was any more than 12 hours. Secondly, the hourly rate of £17.58 is neither one to which the contract entitles the claimant nor does it follow that the claimant was entitled to award herself an increase in salary under the NALC pay scale. While the claimant should know this, being a locum clerk and responsible financial officer, the fact is that the claimant did receive notice pay from the respondent in accordance with her contract and this claim is dismissed.

- 4.2. Holiday Pay. The claimant claims 23 days holiday pay and at 15 hours per week. Her contract entitled the claimant to 22 working days leave plus bank and public holidays and as a part time worker that is pro-rated to 17 days per week. The claimant had at the time of termination taken five days holiday. The claimant worked on Good Friday but her contract did not allow her to claim a day in lieu. The claimant's payslip shows that she was paid another 22 days, so it seems that she was overpaid by 10 days for holidays. She does of course claim her pay generally in accordance with the pay rise she gave herself without authority, but for the reasons set out at paragraph 4.1 above the claim is dismissed generally as is the part of it in relation to the pay rise aspect of it.
- 4.3. Unauthorised Deduction Of Wages. The claimant claims that she was not paid for 10.2 hours out of a total of 62.2 hours which she says she worked. This allegation appears to have fallen between 9 December 2022 when the claimant started work and 20 November 2023 when she finished work. The respondent says that the claimant was paid her full entitlement. As has been said it is unclear when this sum fell due. We know it was over the period when the claimant was employed. The claimant told the Tribunal it fell during a rolling period, over two to three months, when the respondent was inquorate, which the claimant says was from 25 July 2023 to 26 September 2023. Taking into account early conciliation and that we find that there were a series of deductions and considering the last date of the deduction was within the three months plus early conciliation the Tribunal finds that this claim was in time. This unfortunately does not assist the claimant because there is no credible evidence that she is entitled to the sum claimed, the onus being on this and all claims upon the claimant, which we find in this case has not been discharged by the claimant. In so far as it may be relevant if part of the claimant's claim would give her an uplift by reason of the salary increase she unlawfully gave herself then that is defeated in the same manner as above and this claim is dismissed.
- 4.4. Home Working Allowance. The claimant claims that she is entitled to £6.00 a week over a period of 49 weeks. The respondent says it paid the respondent as per the payslip, bundle document 449, and subsequently the respondent discovered that it had paid the claimant £60.00 short in or about March 2024. There is the possibility that the claimant returned the £60.00 to the respondent but it is not known. The evidence does however show that the claimant received it. There is no credible evidence that the claimant is entitled to the amount claimed under this head and yet again as the onus is on the claimant and she has failed to discharge it the claim is dismissed.
- 4.5. NALC Pay Scale. The claimant originally claimed in her claim form that her NALC increase was from £16.50 to £17.58. Then in her amendment (supplementary bundle document 3) the claimant claimed £18.58. The Tribunal is allowing the amendment because, apart from the change in figures, the claim was mentioned in the claim form and what we have here is the addition of facts relating to matters already pleaded. Again this does not assist the claimant. In the claimant's salary the contract is £16.50 per hour. That is where the salary stays unless the Tribunal were to find that the standing orders have been put into effect. In this case they

were not and that means, as much as the claimant would have appreciated it, neither £17.58 nor £18.58 apply. Yet again the onus of proof is on the claimant and she has not discharged it and the claim is dismissed.

J Shulman

Approved by Employment Judge Shulman

Date: 12 June 2025

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Sent to the parties on:

...18 June 2025.....

For the Tribunal:

.....A Wood.....

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