EMPLOYMENT TRIBUNALS

Claimants: Mrs J Butterworth & others (see attached schedule)

Respondent: AA Developments Limited

HELD AT: Manchester **ON:** 4 and 5 December 2017

BEFORE: Employment Judge Feeney

REPRESENTATION:

Claimants: In person
Respondent: Mr N Thornsby, Advocate

JUDGMENT

The judgment of the Tribunal is that the claimants' claims of breach of contract fail and are dismissed.

REASONS

1. The claimants bring claims of breach of contract in respect of their contractual enhanced redundancy payment calculations. The claimants contend that a payment they received as team leaders as part of an incentive scheme should have been included in their basic pay for the purposes of the calculation of their redundancy payments.

The Issues

2. The issues for the Tribunal to decide are as follows:

   (1) What was the relevant agreement applying to the claimants?

   (2) Did the relevant agreement mean that the claimants' incentive payments should be included in the calculation for enhanced redundancy pay, in that –

(i) the incentive payment should be considered as commission; and

(ii) if it was, that it was sufficient part of their payment to qualify as a major term of their employment?

3. In essence the provisions at paragraph 7 of the respondent's "continuous employment agreement" which applied to team leaders required interpretation.

Witnesses and Bundle

4. For the claimants the Tribunal heard from Mrs Butterworth, Mr Stephen Crompton and Miss Sarah Barratt, all previous team leaders; and for the respondent Mrs Kate Taylor, HR Business Partner, and Mr Ian Stokoe, Director of Sales and Retention, Newcastle and Cheadle.

5. There was an agreed bundle.

6. The respondent produced some payslips relating to the direct sales force at the end of the hearing.

Findings of Fact

The Tribunal's findings of fact are as follows:

7. In January 2017 the respondent proposed to reduce the number of team leader roles and all 64 team leaders employed across Cheadle and Newcastle sites, including the claimants, were placed at risk or redundancy. Those in work attended a presentation. The notes of this meeting and the PowerPoint slideshow explained that employees starting between 1 January 1996 and 31 August 2015 were covered by the Continuous Employment Agreement ("CEA"). Staff were advised that this agreement was on AAnnette (the respondent's intranet), but the specific method of calculation was not advised. Individuals who tried to access CEA on AAnnette were unable to do so. Mrs Taylor stated when she was advised of this (I cannot confirm the exact date as the email was not in the bundle). She queried it with the HR Reward Team who said they were doing site maintenance. I accept her evidence, although it was worrying that individuals neither had a hard copy provided during the process nor had access on the intranet to it, it appears that there was nothing untoward in this, and this is not an unfair dismissal claim where the respondent's procedure is under scrutiny. Mrs Taylor said that had any questions emerged from the consultation meetings about the method of calculation then she would have ensured the agreement was provided, or would have been alerted earlier to the fact that it was not on the intranet.

8. The CEA agreement dealt with the issue at 7.3.

9. The relevant part of the CEA is as follows:

"7. Severance Payments

7.1 The Association will provide will provide three weeks pay for each complete year of service. This payment includes any entitlement to statutory pay. Total severance payments will be

capped at a maximum of 24 months pay including pay in lieu of notice.

7.2 A week's pay includes any allowances and commission payments where they are major terms of employment and are defined in 7.3 below.

7.3 For calculation purposes, salary will include:

- Basic salary where a week's salary is calculated as 1/52 of the annual salary;

- Disruptive/shift Allowance and London Weighting Allowance.

- Commission and standby payments where these are major terms of employment averaged over the last 12 months of employment.

Overtime payments and other allowance items will not be included."

10. Mr Crompton and Mrs Butterworth were not in work when this issue arose. Mrs Butterworth was actually in New Zealand and her consultation took place by telephone with her line manager, Kubir Sandhu. She queried whether she could apply for a permanent promotion position but then take voluntary redundancy if either she was unsuccessful or did not accept any offered position. Whilst initially being told this was not possible she was later told that it was, although I note that other employees were told it was an either/or situation.

11. The first consultations took place from 16-18 January 2017. At this first meeting employees were given indicative redundancy quotes, and although the managers had a breakdown of this nobody asked any questions regarding how this amount was calculated. Mrs Butterworth was at a disadvantage in not being at the first meeting but she was at her second meeting on 4 February 2017.

12. Whilst it appears extraordinary that people would apply for and accept voluntary redundancy without knowing how the amounts had been calculated, possibly this was because the amounts were relatively generous and the voluntary redundancy was oversubscribed, and employees were walking a tightrope between raising any difficulties and accepting what they were offered as there was some concern about the offer being withdrawn given that it was oversubscribed.

13. Mrs Butterworth said that she did not have a copy of the CEA and that she could not find it on the intranet. She also said that she asked her union representative, Jennifer Dean, for it but was informed that Jennifer Dean had been told that it had been removed from AAnnette as there was an issue with it. However, Ms Dean did not know what that issue was and neither did she attend Tribunal to give this evidence or follow up what that issue was.

14. Letters were sent on 2 February 2017 giving notice stating the leaving date, the amount of the redundancy payment and the notice periods which had to be worked unless there was an agreement otherwise.

15. On 14 February 2017 Jane Butterworth emailed Jennifer Dean, her union representative, and said she had spoken to Stephen Crompton (who was in the GMB) advising her that they were taking up the issue of the incentive bonus payments. Mrs Dean replied:

> "I got confirmation that this could reasonably be seen to be regular pay and we are challenging on behalf of everyone concerned."

16. However, Mrs Dean's "challenging" consisted of sending an email on 14 February 2017 to Kate Taylor, copied to Deborah Wood, the IDU official for Newcastle, stating:

> "Hi Kate
>
> It has come to IDU notice that monthly bonus payments are missing from the redundancy settlements. This is in some contracts and where it is not there is legal precedent to say that this should be counted when making up the payment. Could you let me know if you are free to discuss further, please?"

17. Kate Taylor replied:

> "I am not sure where the confusion has come from. Bonus/incentive payments are wholly non contractual and therefore are not included in the terms of base pay under calculation of redundancy entitlement under any of the redundancy agreements that the AA have in place."

18. That was the end of the discussion and the matter was not raised by Jennifer Dean again.

19. On 8 February 2017 Mr Crompton wrote to his line manager, quoting from the CEA, highlighting the reference to commission and standby payments, stating:

> "Please can you clarify for me why I have had no indication of this payment in my redundancy confirmation. I would expect that the commission/incentives I received prior to the new structure hitting at mid year last year would form a major term of employment, and if it isn't could you please clarify why this would be the case."

20. Kate Taylor replied to Becky Clegg stating:

> "Included in the calculation of redundancy is contact centre flex at 8% which is £2,097. He has earned incentives but bonus incentive payments are wholly non contractual and therefore are not included in terms of base pay under the calculation of redundancy entitlement under any of the redundancy agreements that the AA have taken place."

21. We discussed in Tribunal that this reference to what was contractual and non contractual was incorrect as the case developed, as that was not how the section referred to matters which were included or not included in the calculation of redundancy pay.

22. Emma Kennedy queried this with Kate Taylor on 8 March 2017, arguing that the incentive payment was covered by the redundancy policy in relation to the

reference to commission payments. Ashley Robinson raised this the same day with Deborah Tucker, stating:

> "After reviewing my redundancy pay I see that incentives earned have not been included within the calculation despite it seeming to suggest in the redundancy policy that this would be included. Is this something the union has been made aware of?"

23. Deborah Tucker replied:

> "Yes, they are not contractual therefore have never been included in the redundancy."

24. Ashley Robinson replied:

> "However surely if I have been paid incentives every month for 8½ years this would constitute a 'major term of employment'."

25. Deborah Tucker replied:

> "No, they are not contractual."

26. Kate Taylor eventually replied to Emma Kennedy giving her a breakdown on 12 April 2017 by which time she had left the business, stating that her salary was £26,046.96; flex allowance at 7.5% was £1,953.48 so the total for redundancy calculation of salary was £28,044. Weekly pay was £28,044 ÷ 52 which equalled £538.47. Under the CEA agreement three weeks' salary for each completed year of service gave a figure of £8,077.05. She stated:

> "As previously advised, overtime, incentive payments and allowances (including FLEXSA) are not included in severance payments as per the CEA agreement. In regards to your enquiry, incentive payments are wholly non contractual and can be changed or withdrawn at any time and therefore are not included in terms of base pay under calculation of redundancy entitlement under any of the redundancy agreements that the AA have in place."

27. Miss Kennedy had argued that they were a major term of her employment because she had received them every month for five years, which was referred to in clause 7.

28. A number of employees were unhappy with this and wrote a collective grievance to the respondent on 28 April 2017.

29. The claimants contended that they had received advice from solicitors and from ACAS that the amounts received formed part of their basic pay because they had received it regularly, and that in addition made it contractual. They referred to the reference to commission in the CEA and believed this covered their situation.

30. Mr Stokoe replied setting out section 7 again and concluded that the redundancy payments had been calculated in accordance with the rules of the contractual scheme.

31. The claimants also relied on personal statements. These were similar to contracts of employment and were apparently issued to people employed or promoted latterly, although we heard that the direct sales forces' contracts did not include this clause the claimants relied on. This clause was headed "Reimbursement of advance commission/ bonus/incentive" –

> "At the AA's sole discretion you will be invited to participate in the AA's bonus/commission/incentive scheme (the 'Scheme') as it applies from time to time. From time to time the AA may review the Scheme and make any changes or adjustments to it as at its sole discretion it believes are appropriate. Neither the Scheme as it applies nor the payment of commission itself is contractual.
>
> Under the Scheme commission/bonus or incentive payments may be made in advance based on the targets recorded. You agree that the AA may recover by means of deductions from your salary –
>
> (1) Any such advanced payments made to you in the event of non completion or cancellation of a contract or potential mis-selling in relation to a transaction; and
>
> (2) Any other payment which is due to be paid back to the AA."

32. The claimants' ET1 stated:

> "We were given the opportunity to take voluntary redundancy in February. During consultation we queried the fact that our regular payments i.e. incentive payments, had not been taken into account when calculating our redundancy payments. We were told that as it was not contractual it would not be included. We pointed out the section in the redundancy guidelines that said we were entitled to this and they said it does not mean the same thing. We queried through the union and direct with HR and both ourselves and the union were given the same answer, that as it was not contractual they would not discuss. We contacted a solicitor and ACAS and both confirmed as it was regular and we have received it throughout our time employed with the AA that this then becomes custom and practice and therefore makes it contractual. On 28 April, which was the last day the last of the group left the AA, I sent an email stating all the information we had been given from the solicitor and ACAS and then received a letter telling us the company was still not going to discuss or include this payment and they had followed the correct guidelines."

33. The incentive payment in question had been changed in 2016. The evidence was that prior to 2016 the team leaders did receive a payment based partly on the sales performance of their team but also on other matters such as their teams' attendance and utilisation of time at work. This changed significantly in 2016 whereby matters related to what was called a "scorecard" which included the matters previously relevant to the incentives were continued, but there were added what they called "behaviours" in respect of customer care and managing staff. Mr Crompton said when this was introduced he stopped receiving any bonus or incentive payment.

34. I also heard evidence about numerous additional payments that the claimants had received from time to time in the past and other people could receive, for example flat payments if they were in a "development job"; flat payments to make up for the loss of the incentive payment if they went on secondment and/or a secondment payment. There was a difference between the flexible payment included in the redundancy scheme and the FLEXSA payment. The flexible payment was for working a shift and was a permanent amount.

35. The respondent stated that pure commission as understood by most employees in sales was only paid to the outdoor sales staff or direct sales force. The outdoor sales staff comprised of some employees and some self-employed individuals. The employees received a basic salary equivalent to the National Minimum Wage and then topped up their salary with commission payments which on average according to Mr Stokoe (and the claimants could not challenge this) were between 75% and 80% of their basic salary. Some people earned more than this. The respondent did produce payslips after the end of the evidence for the outdoor sales staff which did show that their commission was stated specifically separate from salary and separate from something which was "AAWPP+". Some individuals earned more than 100% of their basic salary by virtue of commission.

36. It was also explained that 'standby payments' were for breakdown staff on call.

37. The claimants also referred to the 1996 Employment Rights Act and the provisions regarding redundancy payments in particular. Section 162 of the Employment Rights Act sets out the entitlement to a redundancy payment and relies for its calculation on ascertaining a week's pay. Where an individual has normal working hours the calculation is set out in sections 221-224 of the 1996 Act:

> "Contractual bonuses and allowances are normally treated as part of an employee's remuneration for these purposes. Discretionary bonuses do not form part of remuneration because although the employer must act rationally and in good faith when exercising the discretion such payments are not in reality contractual. If, however, it is paid on a regular basis it may be deemed to be a contractual payment."

38. The claimants drew my attention to section 221(4) which says:

> "References to remuneration varying with the amount of work done includes remuneration which may include any commission or similar payment which varies in amount."

39. At the case management discussion held by Employment Judge Porter on 11 August 2017 it was recorded that:

> "The claimants did not argue that it was custom and practice for the relevant contractual provision to be interpreted by the parties to the agreement as including incentive payments."

40. This was the first time that the respondent's interpretation on the point had been challenged. Employment Judge Porter noted:

> "The question of interpretation was a matter of applying legal principles and the claimants were urged to obtain further legal advice on the point.
>
> This was a question as to the correct interpretation of the contractual provision which gave the claimants a contractual right to an enhanced redundancy payment."

41. However today the claimants did refer to custom and practice issues as will be explained below.

The Law

42. The way in which dispute contractual terms are to be interpreted is set out in Chitty on Contracts. The respondent provided, in their view, relevant quotations from Chitty on Contracts and I quote from their setting out of the law:

> "The task of construing a written agreement has been said to be that of ascertaining 'the intention of the parties' to the agreement, but this may be misleading since it is clear that the agreement must be interpreted objectively: the question is not what one or other of the parties meant or understood by the words used but rather what a reasonable person in the position of the parties would have understood the words to mean. In Investors Compensation Scheme Limited v West Bromwich Building Society Lord Hoffman said: 'Interpretation is the ascertainment of the meaning which the document would convey to a reasonable person having all the background knowledge which would reasonably have been available to the parties in the situation in which they were at the time of the contract'. The words of the agreement must be construed as they stand. That is to say that the meaning of the document or a particular part of it is to be saw in the document itself…However that is not to say that the meaning of the words in a written document must be ascertained by reference to the words of the document alone. The courts will, in principle, look at all the circumstances surrounding the making of the contract and available to the parties which would assist in determining how the language of the document would have been understood by a reasonable person in their position."

43. Chitty also refers to the case of **Robertson v French [1803]** where Lord Ellenborough CJ stated:

> "Contractual terms are 'to be understood in their plain, ordinary and popular sense unless they have generally in respect of subject matter, as by the known uses of trade, or the like, acquired a peculiar sense distinct for the popular sense of the same words; or unless the context evidently points out that they must, in the particular instance and in order to effectuate the immediate intention of the parties to that contract, be understood in some other special or peculiar sense'.
>
> This is subject to the following caveat, 'the principle that words must be construed in their ordinary sense is liable to be departed from where that meaning would involve an absurdity and would create some inconsistency with the rest of the instrument. It may also not be applied as Lord Hoffman indicates where there has been an obvious linguistic mistake or where, if the

> words were construed in their ordinary sense, they would lead to a very unreasonable result or impose upon the contractor a responsibility which it could not reasonably be supposed he meant to assume'."

44. In respect of the construction of ambiguous language Chitty says the position is as follows:

> "Where the parties have used unambiguous language the court must apply it, but a word or phrase in a contract may be open to more than one potential meaning or interpretation. In such a case the court will consider the language used and ascertain what a reasonable person, that is a person who has all the background knowledge which would reasonably have been available to the parties, in the situation in which they were at the time of the contract would have understood the parties to have meant. In doing so the court must have regard to all the relevant surrounding circumstances. If there are two possible constructions the court is entitled but is not obliged to prefer the construction which is consistent with business, commonsense and to reject the other, and the whole of the contract should be considered."

45. The claimants also referred to custom and practice. For completeness sake I set out a situation on custom and practice. This relates to implying terms into employment contracts where such terms were regularly adopted in a particular trade or industry in a particular locality or by a particular employer. It is assumed the parties were aware of the custom and tacitly agreed that this should be part of their contract without any need to put it in writing (**Sagar v H Ridehalgh & Son Limited [1931] Court of Appeal**). The Court of Appeal held that the custom of making deductions from pay for bad workmanship was an implied term in the contract of a Lancashire weaver. The terms should be reasonable, notorious and certain.

46. There are many cases on enhanced redundancy payments but these are more about an entitlement to the enhanced redundancy payment in situations where employers had provided enhanced payments and then resiled from doing so and there was no contractual agreement relating to enhanced payments. In that situation the court had to decide whether there was a custom and practice right to an enhanced redundancy payment, and in some cases whether such an agreement was incorporated into the employees' contracts.

47. The claimants' reference to custom and practice was confusing and I am assuming after consideration that what they were saying was that basic pay by custom and practice included incentive payments or that the word "commission" included on the basis of custom and practice incentive payments.

48. Contra preferentem: I have also taken into account that any ambiguous contractual provision should be interpreted "against" the person relying on it.

Respondent's Submissions

49. The respondent submitted that insofar as the claimants relied on the word "commission" to include incentive payments, they would submit this was wrong. Clause 7.3 was identifying four or five elements specifically to be included within the term "salary" and excluding overtime payments and other allowance items.

50. The respondent submitted that "commission" has a specific meaning in the sales industry i.e. that an amount is received for sales directly. They also referred to the dictionary definition which was, "a payment to someone who sells goods that is directly related to the amount sold or a system that uses such payments", whereas the incentive payments were performance related pay assessed partly by volume of sales of the team that the claimants managed but took into consideration other matters.

51. The respondent said there was no reason to depart from the meaning of this word on the basis that it would lead to a "very unreasonable result" (Chitty paragraph 13 – not 56) on the basis that:

(1) The inclusion of commission payments and the exclusion of performance related payments was logical;

(2) The claimants only received a small proportion generally accepted to be around 15% of their base salary in incentive payments;

(3) Outdoor sales staff (direct sales force or the field sales team or the outdoor team) received a much higher proportion of their pay as commission. The respondent's evidence supported that for employed outdoor sales people this was between 80% and 100% of basic pay,

(4) To exclude commission from severance pay calculations for direct sales people would be unjust and unfair as they would receive a much lower severance payment than would be fair compared to the severance payments of employees with a higher basic salary.

52. Further, that the Tribunal should prefer the respondent's interpretation of commission as it was aimed at being fair to the outdoor sales staff. The best evidence the claimants had was that at times the incentive payments had been referred to as commission orally but there was no documentary evidence of that.

53. In respect of the personal statement, this section was drafted in order to cover a situation where advance payments were made that may need to recovered from individuals, but even on the wording there, there were three different scenarios: commission, bonus and incentive payments. The respondent contended they were not all commission payments or else there would be no need to express it. It might have said, for example "commission including bonus and incentive payments". Even if they were commission they were not a major term of the claimants' employment and therefore did not fall within 7.3

Claimants' Submissions

54. The claimants relied on custom and practice albeit at the case management discussion it had been recorded they were no longer doing so. They referred to it being contractual because it was custom and practice and that being discretionary did not mean it could not be contractual. They argued it was an implied part of basic pay.

55. The claimants clarified that the reference to the Employment Act was not that they could directly rely on it but that the Act was passed in 1996 and the agreement

was drafted in 1996 and therefore they believed that the agreement was drafted with that definition in mind.

56. In addition the claimants argued on the wording of 7.3 that allowances are not the same as incentives, and incentives are more of an ilk with commission and that the structures in 1996 may well have been all referring to commission and all based on sales and no other factors but the situation was different now.

57. The personal statements showed in their view that commission, incentive and bonus were interchangeable and they were lumped together as "the scheme" which they argued suggested they were of the same nature. Further no evidence had been produced regarding the direct sales force as to how they were paid. The actual commission structure was not provided to the Tribunal. Their union officer in Cheadle thought it should be included and that it was a major term of employment. It was the second largest payment, larger than the flexible working payment that was included in the calculation.

Conclusions

58. First of all I should say that any description of a week's pay in the Employment Rights Act 1996 is irrelevant for the purposes of determining a week's pay for an enhanced contractual scheme, and that in this case if the most generous description of a week's pay was adopted the claimants had been paid far in excess of any statutory entitlement to a redundancy payment based on such a generous description i.e. including all of the possible allowances the claimants were entitled to. Where an employer has decided to have an enhanced scheme, as long as it provides at least the amount required under the statutory redundancy payment rules they are entitled to define a week's pay as they wish.

59. Also I record that I had a number of concerns about the lack of evidence in this case. Albeit that the agreement was 21 years old, which in itself is surprising, there was no evidence at all about what had been involved when the agreement was entered into. There was no evidence of minutes of any meetings to discuss the contents, neither was there any evidence from the union regarding what it meant. There was a clash between the union officers with Miss Tucker stating that it would not be included as it was not contractual (which is not exactly what 7.3 says) and Mrs Dean having a small tilt at the respondent on this but not then pursuing it.

60. In addition there was no documentation about how commission or incentive payments or performance pay was set up in 1996, nor more relevantly was there any evidence regarding how the direct sales force's commission and salary was organised albeit payslips were produced late on in the day to show that there was a large element of commission in most of those salaries which supported Mr Stokoe's oral evidence.

61. Further in respect of the claimants' submission that the personal statements assisted their case, I do not accept that the personal statements add anything to the debate, they were in another context, there was no reason to assume the terms were interchangeable. In respect of custom and practice – there was no custom and practice that redundancy payments included incentive payments. There was no evidence that incentive payments were historically included in basic pay. As the

concept of basic or a weeks pay would not normally arise save in a redundancy situation or possibly holiday pay but I heard no evidence regarding that.

62. There was some ambiguity in how 7.3 was drafted . It is not clear whether the "and" is a conjunctive or disjunctive "and", i.e. whether it means allowances and commission have to be a major term of employment and additionally defined below.or whether the allowance was stand alone.

63. The clause reads I find that allowances do not have to be major terms of employment but they have to be defined in 7.3. Commission payments have to be major terms of employment and meet the requirement of 7.3 i.e. that they are a major term of employment when averaged over a 12 month period. This fits even in respect of standby payments which are an allowance but in their case also have to be a major term of employment (7.3) but shift allowances etc do not have to be a major term of employment. Hence the disruptive shift allowance can be included in the redundancy calculation.

Major Term of Employment

64. There is no specific definition of a major term of employment. However, it obvious that someone on the National Minimum Wage who can earn almost double their salary through commission payments has an employment contract whereby the commission payments are a major term of their employment, and therefore I have no doubt that commission payments qualify as a major term of employment in respect of outdoor sales staff.

65. I also accept the respondent's argument that the consideration behind the definition of commission and major terms of employment was to ensure that outdoor sales staff had their commission payments included in the calculation of redundancy pay otherwise they would come off very poorly in any redundancy exercise compared to their salaried colleagues.

66. I therefore find that given that the incentive payment formed 15% of the claimant's salary this was not a major term of their employment, and in fact when the basis of the calculation changed some managers who had been receiving it did not receive it, and in the past some managers had failed to qualify it in any event. Accordingly I find it was not a major term of employment.

Commission

67. I have considered the last line of 7.3 "overtime payments and other allowance items will not be included". However, the use of the word "allowance" reads back to disruptive shift allowances and London weighting allowances so these seem to be non performance related payments, and they are included in a sentence with overtime payments which is again a direct reward for work done rather than a qualitative and subjective analysis of performance. An allowance is not the same as performance pay. It is quite different.

68. Therefore I find the issue is whether commission is limited to commission in its basic sense or whether it can include other performance related type payments. I take note that this sentence refers to "commission and standby payments" so in 1996 these were understood as specific items. Standby payments are still in use

today for the breakdown staff who are on call who receive a payment whilst they are on call whether called out or not.

69. In the absence of any other evidence I find that commission refers to commission received for sales achieved, and whilst there is a possibility that team leaders obtained their incentive payment partly based on the sales of their team I find that inevitably commission means a payment based directly on sales. Further the incentive payment system was not directly based on sales even of the team and latterly had moved significantly away from that in any event.

70. Accordingly I find that the meaning of "commission" is the standard dictionary definition which is the meaning understood in specific employments relating to sales as well. The respondent had a myriad of other payments which may or may not have been in force in 1996: incentive payments, secondment payments, development payments, and therefore in the absence of other evidence I find that the commission did relate solely to commission paid on direct sales and not for any payments that had an element of qualitative assessment.

71. If I am wrong on this the claimants would fail on the requirement to be a major term of employment.

72. Whilst there was some ambiguity in the relevant clause the meaning of major term of employment and commission were quite clear. Accordingly I find that incentive payments were not included in the definition of commission payments in 7.2 and the claimants' claims fail and are dismissed.

Employment Judge Feeney

Date: 8th February 2018

RESERVED JUDGMENT AND REASONS
SENT TO THE PARTIES ON
9 February 2018

FOR THE TRIBUNAL OFFICE

Multiple Schedule

Case Number	***Case Name***
2403089/2017	Mrs Jane Butterworth
2403091/2017	Miss Sarah Barratt
2403092/2017	Miss Emma Kennedy
2403093/2017	Mr Andrew Smith
2403094/2017	Mr Darren Miller
2403095/2017	Mrs Jane Foers
2403096/2017	Mr Stephen Crompton
2403097/2017	Mr Ashley Robinson