



EMPLOYMENT TRIBUNALS

Claimant: Mrs J Belsey
Respondent: Europcar Group UK Ltd

JUDGMENT

The claimant's application dated **25 August 2022** for reconsideration of the judgment sent to the parties on **12 August 2022** is refused.

REASONS

1. There is no reasonable prospect of the original decision being varied or revoked (within the meaning of Rule 72(1) of the Employment Tribunals Rules of Procedure 2013) and it is therefore rejected due to the following:
2. The Claimant's application does not set out any basis on which she asserts that the interests of justice require reconsideration. Rather, her email explains that she does not understand the decision, seeks "a more detailed report for the judgment" and that she considers key points to have been overlooked.
3. The Claimant's main concern / confusion is why commission payments were included in the calculation of redundancy pay / pay during garden leave but not in the pay received during furlough. It was not necessary to explore or determine this in order to determine whether she had expressly agreed to a variation in pay *during the furlough period*, which she accepted she had. Paragraphs 33-41 of the judgment explain that during the furlough period, there was an express agreement as to the rate of pay to be received *during that time* (namely 80% of basic pay only, with no commission). The Claimant agreed to that. The agreement pertained to the period of furlough only. Hence it is not surprising that once the furlough period ended, she was once again paid in respect of commission. The express agreement to receive a fixed rate of pay *during the furlough period* no longer applied *after* the furlough period had ended.

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4. As to the concern that the judgment did not determine whether the commission payments were contractual or not, this is dealt with at paragraph 43 of the judgment which notes it is not necessary to determine that issue, given that there was an express agreement to receive only 80% of basic pay during the period of furlough. That express agreement superseded any prior agreements about pay (be they contractual or discretionary) and the issue of whether commission was contractual or not is and was irrelevant.

5. I apologise for the delay in determining this application, which arose due to confusion as to which Judge the matter should be determined by.

Employment Judge **Dobbie**

Date 27th February 2023

JUDGMENT SENT TO THE PARTIES ON

1st March 2023

GDJ
FOR THE TRIBUNAL OFFICE