EMPLOYMENT & LABOUR RELATIONS TRIBUNAL

DISPUTE FILED UNDER

Employment Act 2000 (the "Act")

PURSUANT TO PART VA SECTION 44B

CLAIMANT: TASHEKA MCLEOD

RESPONDENT: [redacted]

DATE: June 28, 2024

DETERMINATION & ORDER

Members of Tribunal:	**Edward Ball Jr.**	**Chairman**
	Derrick Burgess,	**Deputy Chairman**
	McKeisha Smith	**Tribunal Member**
Tribunal Hearing	**June 28, 2024 Adjourned**	
	August 30, 2024. Reconvened and closed	
Places:	**Department of Labour**	
	23 Parliament Street	
	Hamilton HM 12.	
	CLAIMANT'S Matters of the Dispute:	
	Section 6 Statement of Employment	
	Section 7 Itemised Pay Statement	
	Section 8 Unauthorised deductions	
	Section 9 Overtime	

AUTHORITY TO HEAR THE MATTER

1. The Chairman reaffirmed the Tribunal's commitment to a fair and just hearing. He outlined the points to be considered by the Employment and Labour Relations Tribunal (" the Tribunal"), emphasising that the Tribunal shall regulate its proceedings as it sees fit under **Schedule 2 (20)** of the **Employment Act 2000** (**"the Act"**). As stated at the Directions Hearing of January 30, 2024, there was to be no secret taping or cellular phone recordings of these proceedings without the permission of the Tribunal, ensuring the integrity of the process.

2. In the Directions Hearing, the Parties were offered the opportunity to meet without the Tribunal's assistance, engage in meaningful dialogue, and attempt to reach a Settlement Agreement to their dispute. In its commitment to facilitating a resolution, the Tribunal encouraged both parties to engage in a Settlement discussion. However, the Employer did not wish to participate in this process. Therefore, both Parties agreed the matter should be settled at the scheduled substantive Tribunal.
3. The Tribunal emphasised its right under **Section 44D Sections (1)(a)** to obtain added documentation and electronic and video footage, and **Section 44D1(b)** to require anyone to appear before the Tribunal to give evidence.

Section 44E Power to Exclude the Public

4. The Tribunal referred the Parties to **section 44E**, which provides that, unless both parties consent, the public or any press representative may be excluded where the Tribunal considers it necessary or desirable to protect the parties' privacy to a Hearing.
5. The Parties said they had no objection to a public hearing.

Section 44F Notification and Publication of the Award

6. The Chairman reminded the parties of the legal requirement of **section 44F(3)** and that the Parties should return their completed documents to the Labour Relations Officer.
7. Where the Statement of Employment is silent, then the **Employment Act 2000** prevails, as noted in **Part 1 Introduction Section 2(3) of the Act.**

The Claimant's Claim

8. The Claimant argued that the Respondent owed her 1,437 Overtime ('OT") at the applicable overtime rate for three (3) years from October 2021 until October 2023.

SUMMARY OF SUBMISSIONS

The Claimant's Employment History

9. The Claimant was granted a three (3) year Bermuda Worker and Entry Permit as a Nail Technician with the Respondent on October 1, 2021, and commenced employment on October 8, 2021.
10. The Claimant's Statement of Employment ("SoE") outlined the Nail Technician's duties and functions and was signed on October 22, 2021, until her termination on October 11, 2023.
11. The Claimant avers that the Respondent did not pay her for any overtime ("OT"). for hours over 8 hours a day or the cumulative hours beyond a forty (40) hour week for her entire three (3) years of employment with the Respondent.
12. When the Claimant commenced her employment in October 2021, she sought clarification from the Respondent's Manager that in addition to the $500 BM dollars wages for a 40-hour work week, the Claimant expected to be paid OT.
13. The Claimant inquired about her claim for the payment of OT up to and including March 20, 2022, and into 2023.
14. On March 20, 2022, the Respondent verbally informed the Claimant of the Company's staff incentive payment plan. For every $2500.00 BM dollars' worth of business, the Claimant would be paid $50.00 BM dollars; then for every $3000.00 BM dollars' worth of business a $100.00 BM dollars staff incentive payment. The Claimant was eligible for up to a maximum incentive payment of $500.00 BM dollars.
15. The Claimant viewed the Respondent's 2022 incentive plan principally to obtain more business without properly compensating her for OT pay as noted in paragraph 14 above.
16. The Respondent increased the Claimant's weekly wages in May 2023 to $575.00 BM dollars and then in June 2023 to $600.00 BM dollars,

17. With the introduction of the Bermuda **Employment (Minimum Hourly Wage Entitlement Act 2022 and the Employment (Minimum Hourly Wage) Order 2023**, effective June 1, 2023, the Claimant's new hourly wage was increased to $16.40 BM dollars.
18. In compliance with the **2022 Act**, on October 11, 2023, the Respondent paid the Claimant $891.52 check BM dollars. The funds comprised the net difference between the weekly wages of $ $656. 00 BM dollars. The amount represented sixteen (16) weeks at $56.00 BM dollars in pay from June 1, 2023 – September 17, 2023.
19. The Claimant took video screenshots of her three (3) years with her work schedule and used a monthly calendar for years 2021, 2022 and 2203 to write out her work hours for each day of her work week.

The Tribunal Questions

20. The Tribunal asked the Claimant if she had formal copies on Company letterhead attesting to her daily work hours for 2021, 2022 and 2023.
21. The Claimant stated that she used s scheduling computer software named, **"Fresha"** to transcribe the dates and times of her clients' nail appointments.
22. The Tribunal asked the Claimant if the incentive pay scheme was in addition to Public Holidays and tips and was reflected on her pay advice slips.
23. The Claimant stated she was not aware of payment for Public Holidays.
24. The Tribunal also questioned how her tips were paid.
25. The Claimant replied that any credit card tips from the Claimant's Clients had a bank credit card transaction fee deducted by the Respondent which inlet acknowledged was the practice.

The Respondent's Position to the Claimant's Dispute

26. The Respondent affirmed the Claimant's account of the payment of wages to her for 2021, 2022 and 2023 in paragraphs 12 to 18 above.
27. The Company also paid the Claimant a 15% wage increase in May 2023 and an additional 5% increase in June 2023.

28. The Respondent provided further clarity that the salary of $500.00 BM dollars was a fixed dollar amount for a forty (40) hours work week consisting of five (5) days and that the Claimant had two (2) shift rest days off during the work week.
29. The Respondent informed the Claimant before she was hired, that the Company stressed that there was no need for her to work any overtime hours.
30. The Claimant was entitled to free accommodation, utilities and other perks offered by the Company.
31. The Respondent confirmed that all Customer credit card tips for the Company's staff had a bank transaction fee deducted from the Claimant's tip amounts.

The Tribunal Questions

32. The Tribunal asked the Respondent if the eligibility of OT for the Claimant was written in the Claimant's statement of employment.
33. The Respondent said there was only a verbal understanding that the Company paid no overtime.
34. The Tribunal asked if staff were required to clock in and out after work.
35. The Respondent said no there is no time clock.
36. The Tribunal also questioned the Respondent if the Claimant was paid or given a day off in lieu of a public holiday on the Claimant's rest day.
37. The Employer responded no, and was firm that the owed no public holiday pay and no OT to the Claimant as her statement of employment made no mention of OT

38. **Tribunal Observations of the Employer deducting a bank credit card transaction fee from the Employee's tips**
39. The Tribunal saw no evidence of the bank credit card transaction fees against the employee tips on the Claimant's Itemised Pay Statement contrary to the Act.

40. Any deduction that is not contained within the borders of the Claimant's SoE is considered as an Unauthorised deductions pursuant to the Act.

Adjournment of the Hearing

41. The Tribunal exercised its rights under **section 44D1(a)** of the **Act** and asked the Parties to produce official copies of the Company's pay advice slips/payroll of the Claimant for 2021, 2022 and 2023.
42. The Claimant was also instructed to identify all the hours as overtime for each day she worked in 2021, 2022 and 2023.
43. The Tribunal required the information to assess the Claimant's 3 year OT claim.
44. The Tribunal adjourned the Hearing on June 28, 2024, to reconvene on August 30, 2024, to allow the Parties to supply copies of the requested payroll accounting information for the Claimant.

Reconvening of the Tribunal on August 30th, 2024

45. The Respondent had not been sent copies of the Claimant's 2021, 2022 and 2023 calendars outlining the Claimant's daily work hours over 8 hours that qualified for Overtime.
46. The Claimant reiterated that she obtained her work hours from the Respondent's **Fresha** computer customer booking software platform.
47. That the Respondent submitted printouts of the Claimant's wages for 2021, 2022 and 2023. The printouts did not assist the Tribunal in determining the Claimant's claim for 3 years of Overtime.
48. The Tribunal asked the Respondent to review the [redacted] computer customer booking software platform in detail and compare the Claimant's handwritten calendars from her daily shifts and work hours; especially the dates with work hours over 8 hours and forward the Respondent's investigation and proof of the Claimant's daily shift work hours for 2021, 2022 and 2023 by September 30, 2024, to the Labour Relations Officer to the Tribunal.
49. The Tribunal also asked the Claimant, to indicate on her 2021, 2022 and 2023 calendars, the actual shift hours she worked daily. The evidence is to be sent to the Tribunal's Labour Relations Officer by September 13, 2024,

50. The Tribunal emphasised that if the **Fresha** computer customer booking software platform was the source of the Claimant's shift hours, there should be no discrepancies in the Respondent supplying the same and correct shift hours.
51. The Tribunal reiterated the importance of the Respondent's incentive programme was a change in the Claimant's employment terms that was not noted in the Claimant's SoE nor was an amended SoE issued to the Claimant when the terms of employment changed (the incentive plan). Therefore, the Claimant's OT claim takes precedence.

Tribunal's discussions and Deliberations of the missing SoE Statutory details forces the Claimant.

52. Only if the Claimant was required to work on public holidays was required to pay the Claimant at the overtime rate of double time (2.0) for all hours worked.
53. Alternatively, the Respondent could compensate the Claimant who worked on a public holiday at the regular pay rate and grant the employee a holiday with pay on an alternative day the employer and employee agreed upon. The Respondent was encouraged to read **Sections 11 Public Holiday paragraphs 3 & 4.**
54. There was no reference in the Claimant's SoE to **Public Holidays** as stipulated in **Section 6(g) of the Act.**
55. The Tribunal asked the Respondent to ensure that all existing and future SoEs and pay slips for staff reflect the work days, that the total work week was 40 hours, and that each employee had two rest days off.
56. The **Act** mandated that the Employer ensure the workers were clear on the wages they were being paid.
57. That the Respondent neglected to include **section 6(2)(a) Overtime in the Claimant's SoE,** and ***a civil penalty of $250.00 BM dollars is imposed.***
58. The Claimant was paid for all the Public Holidays as attested from her Inlet weekly work schedule and was not owed any public holiday compensation.
59. On the matter of the Claimant's Itemised Pay advice slips per section 7 of the **Act,** the Respondent failed to include all bank credit transaction fees deducted from the

61. The Respondent did not submit any of the Claimant's daily/shift work hours from **Fresha** Computer software customer booking platform for 2021, 2022 and 2023.
62. The Respondent did not refute the Claimant's OT claim for work hours from 2021, 2022 and 2023 to the Tribunal as documented in the Claimant's September 15th, 2024 submissions taken from Fresha computer customer booking platform.
63. Therefore, any work hours over 8 hours a day for 2021 qualified as Overtime using the Claimant's hourly rate multiplied by the OT rate of 1.5 hours for 31 hours.
64. The Tribunal recognized that the Respondent implemented incentive payment plan for their Spa staff in March 2022.
65. The Tribunal calculated the total OT hours and the dollar value referring to the Claimant's applicable hourly rates for 2022 and 2023.
66. Hence, the total incentive payments paid to the Claimant for 2022 and 2023 were subtracted from the total Overtime dollar amount for 2022 and 2023.
67. Accordingly, the gross overtime payment owed to the Claimant minus the 2022 and 2023 yearly incentive payment:
    2021 OT times the 1.5 multiplier for 31 hours totaled **$581.25 BM dollars**
    2022 – OT times the 1.5 multiplier for 643.7 hours totaled **$12, 116.25 BM** dollars less the 2022 incentive payment of **$2450 BM dollars.**
    2023 – OT times the 1.5 multiplier for 464 hours was **$10,079.48BM dollars** less the 2023 incentive payment of **$1875.00BM dollars.** The Tribunal noted the changes in the Claimant's hourly rates due to the **Minimum Wage Act** and the Claimant's hourly wages increases.

    Total overtime claim for 1,110 OT hours for 2021, 2022 and 2023 Totaled $18,451.98 BM dollars.

    Procedural matters affecting this Award

68. Statutory deductions of Payroll Tax will be deducted from this Award.
69. The civil penalties imposed on the Respondent are to be paid to the order of the Accountant General.

70. According to **Section 44E,** no report on or comment on this matter may be made by either party that is not a fair and accurate report or summary of the proceedings.
71. If either party makes any report on or comment in respect of this matter contrary to **Section 44E**, such party shall be liable to a civil penalty.
72. Both Parties have the right to apply to conceal any matter of the Hearing/Award as outlined in **Section 44F (3)** Notification and Publication of Award of the Act
73. Under **Section 44 K**, either party aggrieved by this decision has the right to ask a question about interpreting the Tribunal Award.
74. According to **Section 44O,** either party aggrieved by this decision has the right to appeal to the Supreme Court on a point of law within 21 days after receipt of notification of this award of the Tribunal.
75. The Parties to this Hearing are reminded that the Determination and Award of the Tribunal is binding.
76. The Tribunal makes no further determination in this matter and as such the matter is functus officio.

The Award

The Respondent is to pay the Claimant **$18,451.98** BM dollars within 30 days of receipt

Edward Ball Jr, JP, LLB, FCMI Chairman

Derrick Burgess, JP, Deputy Chairman

McKeisha Smith Tribunal Member

Dated October 18th 2024

OT Pay Calculation Report 2021, 2022 and 2023
Tasheka McLeod V [redacted]

Summary	2021 OT	2022 OT	2023 OT	TOTAL
OT owed	$ 581.25	$ 12,116.25	$ 10,079.48	$ 22,776.98
Less Incentive Pay paid	0	$ 2,450.00	$ 1,875.00	$ 4,325.00
Total OT owing				$ 18,451.98

Tasheka McLeod

OT Pay Calculation Report

DATE	DAILY HOURS	ACTUAL HOURS WORKED	OT HOURS	HOURLY RATE	OT OWING
2023-01-04	8	10.5	2.5	$ 12.50	$ 46.88
2023-01-05	8	8.5	0.5	$ 12.50	$ 9.38
2023-01-07	8	11	3	$ 12.50	$ 56.25
2023-01-09	8	10.5	2.5	$ 12.50	$ 46.88
2023-01-10	8	10.5	2.5	$ 12.50	$ 46.88
2023-01-13	8	10	2	$ 12.50	$ 37.50
2023-01-14	8	10	2	$ 12.50	$ 37.50
2023-01-15	8	10	2	$ 12.50	$ 37.50
2023-01-16	8	10	2	$ 12.50	$ 37.50
2023-01-18	8	12	4	$ 12.50	$ 75.00
2023-01-19	8	9.5	1.5	$ 12.50	$ 28.13
2023-01-20	8	11.5	3.5	$ 12.50	$ 65.63
2023-01-21	8	10.5	2.5	$ 12.50	$ 46.88
2023-01-22	8	9.5	1.5	$ 12.50	$ 28.13
2023-01-24	8	12.5	4.5	$ 12.50	$ 84.38
2023-01-25	8	10	2	$ 12.50	$ 37.50
2023-01-26	8	11	3	$ 12.50	$ 56.25
2023-01-27	8	10.5	2.5	$ 12.50	$ 46.88
2023-01-28	8	12	4	$ 12.50	$ 75.00
2023-01-29	8	9	1	$ 12.50	$ 18.75
2023-01-30	8	11.5	3.5	$ 12.50	$ 65.63
2023-02-01	8	12	4	$ 12.50	$ 75.00
2023-02-02	8	10	2	$ 12.50	$ 37.50
2023-02-04	8	12	4	$ 12.50	$ 75.00
2023-02-05	8	9.5	1.5	$ 12.50	$ 28.13
2023-02-06	8	8.5	0.5	$ 12.50	$ 9.38
2023-02-08	8	10	2	$ 12.50	$ 37.50
2023-02-11	8	9.5	1.5	$ 12.50	$ 28.13
2023-02-12	8	9	1	$ 12.50	$ 18.75
2023-02-14	8	9	1	$ 12.50	$ 18.75
2023-02-16	8	12	4	$ 12.50	$ 75.00
2023-02-17	8	11	3	$ 12.50	$ 56.25
2023-02-18	8	12	4	$ 12.50	$ 75.00
2023-03-07	8	10.5	2.5	$ 12.50	$ 46.88
2023-03-10	8	10	2	$ 12.50	$ 37.50
2023-03-11	8	11.5	3.5	$ 12.50	$ 65.63
2023-03-12	8	10	2	$ 12.50	$ 37.50
2023-03-13	8	13	5	$ 12.50	$ 93.75
2023-03-15	8	11.5	3.5	$ 12.50	$ 65.63

2023-03-18	8	11	3	$ 12.50	$	56.25
2023-03-20	8	10	2	$ 12.50	$	37.50
2023-03-23	8	9	1	$ 12.50	$	18.75
2023-03-24	8	11	3	$ 12.50	$	56.25
2023-03-25	8	11.5	3.5	$ 12.50	$	65.63
2023-03-26	8	10	2	$ 12.50	$	37.50
2023-03-29	8	9	1	$ 12.50	$	18.75
2023-03-30	8	12	4	$ 12.50	$	75.00
2023-03-31	8	11	3	$ 12.50	$	56.25
2023-04-01	8	12	4	$ 12.50	$	75.00
2023-04-02	8	10	2	$ 12.50	$	37.50
2023-04-04	8	10	2	$ 12.50	$	37.50
2023-04-05	8	11	3	$ 12.50	$	56.25
2023-04-06	8	11.5	3.5	$ 12.50	$	65.63
2023-04-08	8	10.5	2.5	$ 12.50	$	46.88
2023-04-11	8	10	2	$ 12.50	$	37.50
2023-04-12	8	9.5	1.5	$ 12.50	$	28.13
2023-04-14	8	11	3	$ 12.50	$	56.25
2023-04-15	8	10.5	2.5	$ 12.50	$	46.88
2023-04-16	8	9	1	$ 12.50	$	18.75
2023-04-17	8	9	1	$ 12.50	$	18.75
2023-04-20	8	10.5	2.5	$ 12.50	$	46.88
2023-04-21	8	9	1	$ 12.50	$	18.75
2023-04-22	8	10.5	2.5	$ 12.50	$	46.88
2023-04-23	8	10.5	2.5	$ 12.50	$	46.88
2023-04-24	8	12	4	$ 12.50	$	75.00
2023-04-25	8	12	4	$ 12.50	$	75.00
2023-04-26	8	11.5	3.5	$ 12.50	$	65.63
2023-04-28	8	12	4	$ 12.50	$	75.00
2023-04-29	8	11.5	3.5	$ 12.50	$	65.63
2023-04-30	8	10.5	2.5	$ 12.50	$	46.88
2023-05-02	8	11	3	$ 12.50	$	56.25
2023-05-03	8	11	3	$ 12.50	$	56.25
2023-05-04	8	12	4	$ 12.50	$	75.00
2023-05-05	8	12	4	$ 12.50	$	75.00
2023-05-06	8	12	4	$ 12.50	$	75.00
2023-05-07	8	10	2	$ 14.38	$	43.13
2023-05-09	8	10	2	$ 14.38	$	43.13
2023-05-10	8	11.5	3.5	$ 14.38	$	75.47
2023-05-11	8	11	3	$ 14.38	$	64.69
2023-05-12	8	14	6	$ 14.38	$	129.38
2023-05-13	8	11	3	$ 14.38	$	64.69
2023-05-16	8	11.5	3.5	$ 14.38	$	75.47
2023-05-17	8	12	4	$ 14.38	$	86.25
2023-05-18	8	12	4	$ 14.38	$	86.25
2023-05-19	8	9	1	$ 14.38	$	21.56
2023-05-20	8	10.5	2.5	$ 14.38	$	53.91

2023-05-21	8	11	3	$ 14.38	$	64.69
2023-05-21	8	11	3	$ 14.38	$	64.69
2023-05-21	8	11.5	3.5	$ 14.38	$	75.47
2023-05-21	8	10	2	$ 14.38	$	43.13
2023-05-21	8	10.5	2.5	$ 14.38	$	53.91
2023-05-21	8	11	3	$ 14.38	$	64.69
2023-05-28	8	10.5	2.5	$ 14.38	$	53.91
2023-05-30	8	10	2	$ 15.00	$	45.00
2023-05-31	8	12	4	$ 15.00	$	90.00
2023-06-01	8	11	3	$ 16.40	$	73.80
2023-06-02	8	11	3	$ 16.40	$	73.80
2023-06-03	8	12	4	$ 16.40	$	98.40
2023-06-05	8	11	3	$ 16.40	$	73.80
2023-06-06	8	11	3	$ 16.40	$	73.80
2023-06-08	8	11	3	$ 16.40	$	73.80
2023-06-09	8	11	3	$ 16.40	$	73.80
2023-06-10	8	11.5	3.5	$ 16.40	$	86.10
2023-06-11	8	9.5	1.5	$ 16.40	$	36.90
2023-06-12	8	10	2	$ 16.40	$	49.20
2023-06-14	8	11	3	$ 16.40	$	73.80
2023-06-15	8	11.5	3.5	$ 16.40	$	86.10
2023-06-16	8	12	4	$ 16.40	$	98.40
2023-06-17	8	11	3	$ 16.40	$	73.80
2023-06-18	8	10	2	$ 16.40	$	49.20
2023-06-20	8	9	1	$ 16.40	$	24.60
2023-06-21	8	11.5	3.5	$ 16.40	$	86.10
2023-06-22	8	11.5	3.5	$ 16.40	$	86.10
2023-06-23	8	10	2	$ 16.40	$	49.20
2023-06-24	8	12	4	$ 16.40	$	98.40
2023-06-25	8	10	2	$ 16.40	$	49.20
2023-06-26	8	10.5	2.5	$ 16.40	$	61.50
2023-06-27	8	12.5	4.5	$ 16.40	$	110.70
2023-06-29	8	11	3	$ 16.40	$	73.80
2023-06-30	8	13	5	$ 16.40	$	123.00
2023-07-01	8	11	3	$ 16.40	$	73.80
2023-07-02	8	10.5	2.5	$ 16.40	$	61.50
2023-07-03	8	12	4	$ 16.40	$	98.40
2023-07-05	8	11.5	3.5	$ 16.40	$	86.10
2023-07-06	8	10.5	2.5	$ 16.40	$	61.50
2023-07-07	8	10.5	2.5	$ 16.40	$	61.50
2023-07-08	8	9.5	1.5	$ 16.40	$	36.90
2023-07-11	8	10.5	2.5	$ 16.40	$	61.50
2023-07-12	8	13	5	$ 16.40	$	123.00
2023-07-13	8	10.5	2.5	$ 16.40	$	61.50
2023-07-14	8	12.5	4.5	$ 16.40	$	110.70
2023-07-15	8	9.5	1.5	$ 16.40	$	36.90
2023-07-18	8	11.5	3.5	$ 16.40	$	86.10

2023-07-20	8	10	2	$ 16.40	$ 49.20
2023-07-21	8	12	4	$ 16.40	$ 98.40
2023-07-22	8	10.5	2.5	$ 16.40	$ 61.50
2023-07-26	8	12	4	$ 16.40	$ 98.40
2023-07-27	8	12	4	$ 16.40	$ 98.40
2023-07-28	8	12	4	$ 16.40	$ 98.40
2023-07-29	8	10.5	2.5	$ 16.40	$ 61.50
2023-07-31	8	13	5	$ 16.40	$ 123.00
2023-08-01	8	10	2	$ 16.40	$ 49.20
2023-08-02	8	10	2	$ 16.40	$ 49.20
2023-08-05	8	10	2	$ 16.40	$ 49.20
2023-08-09	8	11	3	$ 16.40	$ 73.80
2023-08-10	8	12.5	4.5	$ 16.40	$ 110.70
2023-08-11	8	10	2	$ 16.40	$ 49.20
2023-08-12	8	9.5	1.5	$ 16.40	$ 36.90
2023-08-15	8	11.5	3.5	$ 16.40	$ 86.10
2023-08-16	8	10.5	2.5	$ 16.40	$ 61.50
2023-08-17	8	12	4	$ 16.40	$ 98.40
2023-08-18	8	12	4	$ 16.40	$ 98.40
2023-08-19	8	9	1	$ 16.40	$ 24.60
2023-08-20	8	8.5	0.5	$ 16.40	$ 12.30
2023-08-21	8	9.5	1.5	$ 16.40	$ 36.90
2023-08-23	8	10	2	$ 16.40	$ 49.20
2023-08-24	8	10.5	2.5	$ 16.40	$ 61.50
2023-08-25	8	9	1	$ 16.40	$ 24.60
2023-08-26	8	10	2	$ 16.40	$ 49.20
2023-08-28	8	11.5	3.5	$ 16.40	$ 86.10
2023-08-29	8	11	3	$ 16.40	$ 73.80
2023-08-30	8	11	3	$ 16.40	$ 73.80
2023-08-31	8	9.5	1.5	$ 16.40	$ 36.90
2023-09-01	8	8.5	0.5	$ 16.40	$ 12.30
2023-09-20	8	11	3	$ 16.40	$ 73.80
2023-09-23	8	10.5	2.5	$ 16.40	$ 61.50
2023-09-27	8	10.5	2.5	$ 16.40	$ 61.50
2023-10-05	8	9	1	$ 16.40	$ 24.60
2023-10-14	8	9.5	1.5	$ 16.40	$ 36.90
					$ 10,079.48

vs Tasheka McLeod

OT Pay Calculation Report

DATE	DAILY HOURS	ACTUAL HOURS WORKED	OT HOURS	HOURLY RATE	OT OWING
2022-01-15	8	9	1	$ 12.50	$ 18.75
2022-01-19	8	9	1	$ 12.50	$ 18.75
2022-01-29	8	9.5	1.5	$ 12.50	$ 28.13
2022-02-02	8	10.5	2.5	$ 12.50	$ 46.88
2022-02-09	8	9	1	$ 12.50	$ 18.75
2022-02-11	8	11	3	$ 12.50	$ 56.25
2022-02-12	8	9.5	1.5	$ 12.50	$ 28.13
2022-02-14	8	10.5	2.5	$ 12.50	$ 46.88
2022-02-17	8	8.5	0.5	$ 12.50	$ 9.38
2022-02-19	8	10	2	$ 12.50	$ 37.50
2022-02-25	8	11	3	$ 12.50	$ 56.25
2022-02-27	8	9	1	$ 12.50	$ 18.75
2022-03-01	8	8.5	0.5	$ 12.50	$ 9.38
2022-03-04	8	10	2	$ 12.50	$ 37.50
2022-03-05	8	10	2	$ 12.50	$ 37.50
2022-03-12	8	11.5	3.5	$ 12.50	$ 65.63
2022-03-14	8	10	2	$ 12.50	$ 37.50
2022-03-16	8	12	4	$ 12.50	$ 75.00
2022-03-18	8	9.5	1.5	$ 12.50	$ 28.13
2022-03-19	8	11	3	$ 12.50	$ 56.25
2022-03-20	8	10.5	2.5	$ 12.50	$ 46.88
2022-03-21	8	10.5	2.5	$ 12.50	$ 46.88
2022-03-25	8	10	2	$ 12.50	$ 37.50
2022-03-26	8	10	2	$ 12.50	$ 37.50
2022-03-27	8	11	3	$ 12.50	$ 56.25
2022-04-01	8	12.5	4.5	$ 12.50	$ 84.38
2022-04-02	8	10	2	$ 12.50	$ 37.50
2022-04-04	8	11	3	$ 12.50	$ 56.25
2022-04-06	8	10.5	2.5	$ 12.50	$ 46.88
2022-04-08	8	13	5	$ 12.50	$ 93.75
2022-04-09	8	9	1	$ 12.50	$ 18.75
2022-04-13	8	12.5	4.5	$ 12.50	$ 84.38
2022-04-14	8	12.5	4.5	$ 12.50	$ 84.38
2022-04-16	8	11	3	$ 12.50	$ 56.25
2022-04-20	8	9.5	1.5	$ 12.50	$ 28.13
2022-04-22	8	10.5	2.5	$ 12.50	$ 46.88
2022-04-23	8	8.5	0.5	$ 12.50	$ 9.38
2022-04-27	8	8.5	0.5	$ 12.50	$ 9.38
2022-04-30	8	11.5	3.5	$ 12.50	$ 65.63

2022-05-01	8	9	1	$ 12.50	$	18.75
2022-05-02	8	9.5	1.5	$ 12.50	$	28.13
2022-05-03	8	10.5	2.5	$ 12.50	$	46.88
2022-05-04	8	12	4	$ 12.50	$	75.00
2022-05-06	8	12.5	4.5	$ 12.50	$	84.38
2022-05-07	8	10.5	2.5	$ 12.50	$	46.88
2022-05-08	8	9.5	1.5	$ 12.50	$	28.13
2022-05-09	8	9	1	$ 12.50	$	18.75
2022-05-14	8	10	2	$ 12.50	$	37.50
2022-05-17	8	9.5	1.5	$ 12.50	$	28.13
2022-05-19	8	9.5	1.5	$ 12.50	$	28.13
2022-05-20	8	11.5	3.5	$ 12.50	$	65.63
2022-05-21	8	10.5	2.5	$ 12.50	$	46.88
2022-05-22	8	10	2	$ 12.50	$	37.50
2022-05-23	8	11.5	3.5	$ 12.50	$	65.63
2022-05-25	8	12.5	4.5	$ 12.50	$	84.38
2022-05-26	8	12	4	$ 12.50	$	75.00
2022-05-28	8	11	3	$ 12.50	$	56.25
2022-05-29	8	8.5	0.5	$ 12.50	$	9.38
2022-05-30	8	13	5	$ 12.50	$	93.75
2022-06-01	8	10	2	$ 12.50	$	37.50
2022-06-02	8	12.5	4.5	$ 12.50	$	84.38
2022-06-03	8	12	4	$ 12.50	$	75.00
2022-06-04	8	11	3	$ 12.50	$	56.25
2022-06-05	8	11	3	$ 12.50	$	56.25
2022-06-08	8	8.5	0.5	$ 12.50	$	9.38
2022-06-09	8	10	2	$ 12.50	$	37.50
2022-06-10	8	11	3	$ 12.50	$	56.25
2022-06-11	8	10.5	2.5	$ 12.50	$	46.88
2022-06-12	8	11.5	3.5	$ 12.50	$	65.63
2022-06-14	8	12	4	$ 12.50	$	75.00
2022-06-15	8	12.5	4.5	$ 12.50	$	84.38
2022-06-16	8	12	4	$ 12.50	$	75.00
2022-06-17	8	10.5	2.5	$ 12.50	$	46.88
2022-06-18	8	10.5	2.5	$ 12.50	$	46.88
2022-06-19	8	8.5	0.5	$ 12.50	$	9.38
2022-06-21	8	11.5	3.5	$ 12.50	$	65.63
2022-06-23	8	12.5	4.5	$ 12.50	$	84.38
2022-06-24	8	12	4	$ 12.50	$	75.00
2022-06-25	8	11	3	$ 12.50	$	56.25
2022-06-26	8	11.5	3.5	$ 12.50	$	65.63
2022-06-27	8	10	2	$ 12.50	$	37.50
2022-06-29	8	13	5	$ 12.50	$	93.75
2022-06-30	8	12.5	4.5	$ 12.50	$	84.38
2022-07-01	8	11.5	3.5	$ 12.50	$	65.63
2022-07-02	8	12	4	$ 12.50	$	75.00
2022-07-03	8	9.5	1.5	$ 12.50	$	28.13

2022-07-04	8	9.5	1.5	$ 12.50	$	28.13
2022-07-06	8	13	5	$ 12.50	$	93.75
2022-07-07	8	10.5	2.5	$ 12.50	$	46.88
2022-07-08	8	12	4	$ 12.50	$	75.00
2022-07-09	8	11.5	3.5	$ 12.50	$	65.63
2022-07-10	8	9	1	$ 12.50	$	18.75
2022-07-11	8	10	2	$ 12.50	$	37.50
2022-07-13	8	12	4	$ 12.50	$	75.00
2022-07-14	8	11	3	$ 12.50	$	56.25
2022-07-15	8	12	4	$ 12.50	$	75.00
2022-07-16	8	12	4	$ 12.50	$	75.00
2022-07-17	8	10	2	$ 12.50	$	37.50
2022-07-18	8	12.5	4.5	$ 12.50	$	84.38
2022-07-20	8	10.5	2.5	$ 12.50	$	46.88
2022-07-21	8	12	4	$ 12.50	$	75.00
2022-07-22	8	12.5	4.5	$ 12.50	$	84.38
2022-07-23	8	11	3	$ 12.50	$	56.25
2022-07-24	8	10	2	$ 12.50	$	37.50
2022-07-25	8	11.5	3.5	$ 12.50	$	65.63
2022-07-26	8	11	3	$ 12.50	$	56.25
2022-07-27	8	12	4	$ 12.50	$	75.00
2022-07-30	8	8.5	0.5	$ 12.50	$	9.38
2022-07-31	8	9.5	1.5	$ 12.50	$	28.13
2022-08-01	8	11	3	$ 12.50	$	56.25
2022-08-02	8	11	3	$ 12.50	$	56.25
2022-08-04	8	9.5	1.5	$ 12.50	$	28.13
2022-08-05	8	11.5	3.5	$ 12.50	$	65.63
2022-08-06	8	12	4	$ 12.50	$	75.00
2022-08-07	8	10.5	2.5	$ 12.50	$	46.88
2022-08-08	8	11	3	$ 12.50	$	56.25
2022-08-11	8	11.5	3.5	$ 12.50	$	65.63
2022-08-12	8	11.5	3.5	$ 12.50	$	65.63
2022-08-13	8	11.5	3.5	$ 12.50	$	65.63
2022-08-14	8	10	2	$ 12.50	$	37.50
2022-08-15	8	10	2	$ 12.50	$	37.50
2022-08-17	8	11.5	3.5	$ 12.50	$	65.63
2022-08-18	8	12.5	4.5	$ 12.50	$	84.38
2022-08-19	8	11	3	$ 12.50	$	56.25
2022-08-20	8	12	4	$ 12.50	$	75.00
2022-08-21	8	10	2	$ 12.50	$	37.50
2022-08-22	8	10	2	$ 12.50	$	37.50
2022-08-23	8	12	4	$ 12.50	$	75.00
2022-08-25	8	12	4	$ 12.50	$	75.00
2022-08-26	8	12.5	4.5	$ 12.50	$	84.38
2022-08-27	8	12	4	$ 12.50	$	75.00
2022-08-28	8	10	2	$ 12.50	$	37.50
2022-08-29	8	10.5	2.5	$ 12.50	$	46.88

2022-08-30	8	11	3	$ 12.50	$	56.25
2022-09-01	8	12.5	4.5	$ 12.50	$	84.38
2022-09-02	8	12	4	$ 12.50	$	75.00
2022-09-03	8	11.5	3.5	$ 12.50	$	65.63
2022-09-04	8	11	3	$ 12.50	$	56.25
2022-09-07	8	10.5	2.5	$ 12.50	$	46.88
2022-09-08	8	10	2	$ 12.50	$	37.50
2022-09-09	8	11.5	3.5	$ 12.50	$	65.63
2022-09-10	8	11	3	$ 12.50	$	56.25
2022-09-11	8	10	2	$ 12.50	$	37.50
2022-09-12	8	11	3	$ 12.50	$	56.25
2022-09-14	8	11.5	3.5	$ 12.50	$	65.63
2022-09-15	8	13	5	$ 12.50	$	93.75
2022-09-16	8	13	5	$ 12.50	$	93.75
2022-09-17	8	11	3	$ 12.50	$	56.25
2022-09-18	8	9.5	1.5	$ 12.50	$	28.13
2022-09-20	8	8.5	0.5	$ 12.50	$	9.38
2022-09-21	8	12	4	$ 12.50	$	75.00
2022-09-22	8	8.5	0.5	$ 12.50	$	9.38
2022-09-24	8	10.5	2.5	$ 12.50	$	46.88
2022-09-25	8	10.5	2.5	$ 12.50	$	46.88
2022-09-26	8	9.5	1.5	$ 12.50	$	28.13
2022-09-27	8	11	3	$ 12.50	$	56.25
2022-09-28	8	11	3	$ 12.50	$	56.25
2022-09-30	8	12.5	4.5	$ 12.50	$	84.38
2022-10-01	8	12	4	$ 12.50	$	75.00
2022-10-02	8	10.5	2.5	$ 12.50	$	46.88
2022-10-03	8	11.5	3.5	$ 12.50	$	65.63
2022-10-05	8	10	2	$ 12.50	$	37.50
2022-10-06	8	11.5	3.5	$ 12.50	$	65.63
2022-10-07	8	12	4	$ 12.50	$	75.00
2022-10-08	8	11	3	$ 12.50	$	56.25
2022-10-09	8	9.5	1.5	$ 12.50	$	28.13
2022-10-11	8	11.5	3.5	$ 12.50	$	65.63
2022-10-12	8	10.5	2.5	$ 12.50	$	46.88
2022-10-13	8	11.5	3.5	$ 12.50	$	65.63
2022-10-14	8	11	3	$ 12.50	$	56.25
2022-10-15	8	10	2	$ 12.50	$	37.50
2022-10-18	8	8.5	0.5	$ 12.50	$	9.38
2022-10-19	8	11	3	$ 12.50	$	56.25
2022-10-20	8	11.5	3.5	$ 12.50	$	65.63
2022-10-21	8	12	4	$ 12.50	$	75.00
2022-10-22	8	11	3	$ 12.50	$	56.25
2022-10-23	8	8.5	0.5	$ 12.50	$	9.38
2022-10-26	8	11	3	$ 12.50	$	56.25
2022-10-27	8	11.5	3.5	$ 12.50	$	65.63
2022-10-28	8	13	5	$ 12.50	$	93.75

2022-10-29	8	8.5	0.5	$ 12.50	$	9.38
2022-10-31	8	11	3	$ 12.50	$	56.25
2022-11-03	8	11.5	3.5	$ 12.50	$	65.63
2022-11-04	8	12	4	$ 12.50	$	75.00
2022-11-05	8	12	4	$ 12.50	$	75.00
2022-11-07	8	9.5	1.5	$ 12.50	$	28.13
2022-11-08	8	11	3	$ 12.50	$	56.25
2022-11-10	8	9.5	1.5	$ 12.50	$	28.13
2022-11-12	8	12.5	4.5	$ 12.50	$	84.38
2022-11-13	8	10.5	2.5	$ 12.50	$	46.88
2022-11-14	8	12	4	$ 12.50	$	75.00
2022-11-16	8	12	4	$ 12.50	$	75.00
2022-11-17	8	11.7	3.7	$ 12.50	$	69.38
2022-11-18	8	12	4	$ 12.50	$	75.00
2022-11-19	8	12	4	$ 12.50	$	75.00
2022-11-20	8	9.5	1.5	$ 12.50	$	28.13
2022-11-21	8	12	4	$ 12.50	$	75.00
2022-11-24	8	11.5	3.5	$ 12.50	$	65.63
2022-11-25	8	9.5	1.5	$ 12.50	$	28.13
2022-11-26	8	8.5	0.5	$ 12.50	$	9.38
2022-11-28	8	9.5	1.5	$ 12.50	$	28.13
2022-11-29	8	11	3	$ 12.50	$	56.25
2022-11-30	8	12	4	$ 12.50	$	75.00
2022-12-02	8	11	3	$ 12.50	$	56.25
2022-12-03	8	8.5	0.5	$ 12.50	$	9.38
2022-12-04	8	8.5	0.5	$ 12.50	$	9.38
2022-12-05	8	11	3	$ 12.50	$	56.25
2022-12-08	8	12	4	$ 12.50	$	75.00
2022-12-09	8	11.5	3.5	$ 12.50	$	65.63
2022-12-10	8	12	4	$ 12.50	$	75.00
2022-12-11	8	10.5	2.5	$ 12.50	$	46.88
2022-12-12	8	10	2	$ 12.50	$	37.50
2022-12-13	8	12	4	$ 12.50	$	75.00
2022-12-15	8	12.5	4.5	$ 12.50	$	84.38
2022-12-16	8	11	3	$ 12.50	$	56.25
2022-12-17	8	11.5	3.5	$ 12.50	$	65.63
2022-12-18	8	8.5	0.5	$ 12.50	$	9.38
2022-12-20	8	12	4	$ 12.50	$	75.00
2022-12-21	8	11	3	$ 12.50	$	56.25
2022-12-22	8	12	4	$ 12.50	$	75.00
2022-12-23	8	12	4	$ 12.50	$	75.00
2022-12-24	8	11	3	$ 12.50	$	56.25
2022-12-28	8	11.5	3.5	$ 12.50	$	65.63
2022-12-29	8	11	3	$ 12.50	$	56.25
2022-12-30	8	12.5	4.5	$ 12.50	$	84.38
2022-12-31	8	10	2	$ 12.50	$	37.50

$ 12,116.25

vs Tasheka McLeod

OT Pay Calculation Report

DATE	DAILY HOURS	ACTUAL HOURS WORKED	OT HOURS	HOURLY RATE	OT OWING
2021-10-23	8	9	1	$ 12.50	$ 18.75
2021-11-19	8	8.5	0.5	$ 12.50	$ 9.38
2021-11-27	8	9.5	1.5	$ 12.50	$ 28.13
2021-12-02	8	10	2	$ 12.50	$ 37.50
2021-12-03	8	10.5	2.5	$ 12.50	$ 46.88
2021-12-15	8	10	2	$ 12.50	$ 37.50
2021-12-16	8	10.5	2.5	$ 12.50	$ 46.88
2021-12-17	8	10	2	$ 12.50	$ 37.50
2021-12-19	8	11	3	$ 12.50	$ 56.25
2021-12-20	8	9	1	$ 12.50	$ 18.75
2021-12-21	8	9	1	$ 12.50	$ 18.75
2021-12-22	8	10	2	$ 12.50	$ 37.50
2021-12-23	8	9	1	$ 12.50	$ 18.75
2021-12-24	8	8	0	$ 12.50	$ -
2021-12-28	8	11	3	$ 12.50	$ 56.25
2021-12-29	8	10	2	$ 12.50	$ 37.50
2021-12-30	8	11	3	$ 12.50	$ 56.25
2021-12-31	8	9	1	$ 12.50	$ 18.75
					$ 581.25

Summary	2021 OT	2022 OT	2023 OT	TOTAL
OT owed	$ 581.25	$ 12,116.25	$ 10,079.48	$ 22,776.98
Less Incentive Pay paid	0	$ 2,450.00	$ 1,875.00	$ 4,325.00
Total OT owing				$ 18,451.98

- Incentive pay started March 2022
- Increase in OT started Jan 2022