



EMPLOYMENT TRIBUNALS

Claimant: Mr M Q Aslam

Respondent: Capita Plc

HELD by CVP

ON: 12 January 2022

BEFORE: Employment Judge Brain

REPRESENTATION:

Claimant: In person assisted by Ms K Fletcher, Trade Union representative

Respondent: Ms D Butler, HR Operations Partner

JUDGMENT

UPON the Tribunal having determined that:

- (i) the parties entered into a contract of employment on 11 February 2019 (at pages 1 to 23 of the bundle);
- (ii) that this was subject to an agreed variation on 19 August 2019 (at pages 24 to 94);
- (iii) that the parties agreed to a variation upon 16 June 2021 (at pages 124 to 136) which (when read in conjunction with a letter dated 22 June 2021 at page 138) left unchanged the terms and conditions agreed upon on 19 August 2019 (save in respect of the claimant's hourly rate of pay and working hours);
- (iv) in the alternative to the finding in paragraph (iii) of these recitals, that the contract of 16 June 2021 was the subject of an agreed further variation upon 22 June 2021;

the Judgment of the Employment Tribunal is that:

1. Save for the matter referred to in paragraph 2 below, the claimant's complaint that he suffered an unauthorised deduction from his wages fails and stands dismissed.

2. The respondent failed to pay to the claimant the contractual sick pay properly payable to him in September 2021. Following the variation(s) of 16 June 2021 and/or 22 June 2021, the claimant's contractual sick pay entitlement remains as *per* clause 11 of the terms and conditions at pages 24 to 94 (in particular at page 32 of the bundle). It follows that the respondent made an unauthorised deduction from the claimant's wages properly payable for that month. The respondent shall pay to the claimant the sum of **£773.29** being the gross sum due.
3. The respondent has made no unauthorised deduction from the wages properly payable to the claimant in respect of holiday pay for the holiday year ended 31 December 2021, the claimant's annual leave entitlement being that set out in clause 10 of the terms and conditions at pages 24 to 94 of the bundle (in particular at page 31 and 32).
4. The respondent shall pay the sum referred to in paragraph 2 of this Judgment on or before 27 January 2022.

Employment Judge Brain
Date 19 January 2022