

EMPLOYMENT TRIBUNALS

Claimant: Mr D Dodd

Respondent: Health and Social Care Information Centre t/a NHS Digital

Heard at: Leeds On: 23 September 2019

Before: Employment Judge Maidment

Representation

Claimant: In person

Respondent: Mr B Williams, Counsel

RESERVED JUDGMENT

The claimant's complaint of unauthorised deductions from wages fails and is dismissed.

REASONS

Issues

1. The Claimant's complaint is of unauthorised deductions from wages. The Claimant maintains that he was paid from 1 April 2018 at a rate less than his contractual entitlement. He alleges that this occurred due to an error made in assimilating him, as an existing NHS employee, to the wrong pay point in a national restructure of pay. Essentially, his pay ought to have been aligned with his years of experience in the new pay scheme, whereas it was not. The Claimant understood that the Tribunal was not concerned with the question of whether he had been treated fairly, but rather concerned with what was properly payable to him under his contract of employment.

Evidence

2. Having taken some time to read the witness statements and relevant documentation, the Tribunal heard firstly from the Claimant. On behalf of the Respondent, the Tribunal then heard evidence from Sue Hurst, Senior HR Manager, Michelle Holland, Head of HR, Alison McTrusty, Senior HR

Manager and Tom Denwood, Executive Director of Data, Insights and Statistics.

- 3. The parties then each provided written submissions which they supplemented orally.
- 4. Having considered all of the relevant evidence, the Tribunal makes the following findings in terms of the factual background.

Facts

- 5. The Claimant was employed by the Respondent at Band 8C, initially at spine point 41 of the NHS pay scale. Whilst the Claimant maintains that his employment as such commenced from 12 January 2015 and the Respondent that it commenced from 1 November 2015 following a period of secondment, such dispute is not material to the issues. The Respondent accepts the Claimant's assertion that at the point of the introduction of a new pay structure by the Respondent, the Claimant had in excess of 3 years' service/experience. It is also accepted that under the original pay arrangements, the Claimant would ordinarily move up the scale of spine points annually on 1 November.
- 6. The Claimant was provided with a statement of terms and conditions which referred to his continuous employment with the Respondent commencing from 1 November 2015. The statement recited that employment was offered in accordance with the terms and conditions set out under the NHS Agenda for Change National Agreement. Employment was also subject to any local agreements and employment policies adopted and amended from time to time in consultation with staff and their trade unions. It was provided further on in that document that consultation and negotiation on most terms and conditions was carried out at a national level in the NHS Staff Council (Clause 17). Employment was then expressly made subject to the NHS Agenda for Change Terms and Conditions of Service as agreed by the NHS Staff Council (Clause 21).
- 7. The Claimant accepted that the NHS Terms and Conditions of Service Handbook was contractual and was incorporated into his terms and conditions. He accepted that its provisions arose out of dialogue at NHS Staff Council level which involved representatives of NHS Employers and staff side representatives, in particular trade unions.
- 8. The Claimant from the commencement of his employment was, as already referred to, placed at Band 8C commencing at the lowest salary spine point of 41 for that band. At that point in time, certainly as at 1 November 2015, this provided for a salary of £55,548.

9. Between 1 April 2015 and 31 March 2016 there was a pay increment freeze applied to staff on spine points 34 to 54 nationally across the NHS, including the Respondent. This affected all Band 8 and 9 staff including the Claimant. The pay incremental freeze was implemented via a Pay and Conditions Circular 1/2015. This was incorporated into Annex 3 of the NHS Handbook.

- 10. Whilst, during this period, the Claimant did not see an increase in his salary due to him attaining an additional spine point based on his period of service, he received a cost of living increase annually on 1 April 2015. By and as at 31 March 2018 it is agreed between the parties that the Claimant had reached spine point 43. Had the pay increment freeze not been applied he would have reached spine point 44.
- 11. On 21 March 2018 the NHS Staff Council announced a formal sign off of a new Framework Agreement for the reform of the NHS pay structure. This was formally adopted on 27 June 2018 but with backdated effect to 1 April 2018. The Framework Agreement was adopted following consultation and agreement with constituent parties and was intended to cover all NHS employers listed in the NHS Handbook and, therefore, affected the terms and conditions for all Agenda for Change employees, including the Claimant. The Framework Agreement recited an agreement between NHS trade unions and employers on the need to modernise Agenda for Change terms and said that it constituted a three-year agreement covering the years from 1 April 2018 to 31 March 2021. Its aims included the ability to recruit and retain staff. The new pay structure was set out at Annex A of the Framework Agreement and then at Part 2, Section 1 (pay structure (England)), Annex 2 (pay bands and pay points on the second pay spine in England) and Annex 23 (pay progression in England) of the NHS Handbook.
- 12. Paragraph 2.1 of the Framework Agreement sets out the intention of the reforms to be that, by the end of the three-year period, individuals would have basic pay that was of greater value than under current expectations (defined as a 1% pay award per annum plus contractual increments). Existing pay bands were to be restructured with the number of pay points reduced. That restructuring would be completed by 1 April 2021. Paragraph 2.11 provides that in the unlikely event that the transition to the reform pay structure resulted in this intention not being met, the principle of "no detriment" would apply to the individual concerned.
- 13. The Framework Agreement itself set out the values for each point in the new pay structure in each of the years 2018/19, 2019/20 and 2020/21. For Band 8C there were incremental increases given for each of and up to 6 years of experience. The salary level in the current year 2017/18 was set out against each year of experience and, alongside that, the value in the subsequent three years reflecting the agreed cost of living pay rises.

14. The Agreement included a table described as "individual pay journeys – 2018 to 2021" which the Tribunal has been told originated from the trade union side as a helpful tool for employees. This showed how pay would increase year on year against each spine point in the existing/old pay structure.

- 15. The Framework Agreement was incorporated into the NHS Handbook. Part 2 of the Handbook deals with pay and at Section 1 an explanation is provided of a new pay spine divided into 9 pay bands. This included the Claimant's existing Band 8C. Individuals could then progress through the pay points within each band on their pay step date. Annex 23 is stated as setting out the principles which underpin pay progression and to provide guidance on their operation. Annex 3 is said to set out the values of the pay points in the pay bands and pay spine.
- 16. Paragraphs 1.15 and 1.16 state: "For newly appointed or promoted staff their incremental (pay step) date will be the date they take up their post. All other staff will retain their current incremental (pay step) date."
- 17. Paragraph 1.18 provides that: "Individual pay will change at two points during the year, once on 1 April through the cost of living increase (and any reform to the pay scales), and once on the individual's pay step date if they progress to the next pay point."
- 18. Paragraph 1.20 clarifies that staff will retain their existing incremental date "through transition" and on their incremental date "it is expected that all staff will move to the next pay point reflecting their additional complete year of experience."
- 19. Annex 2 provides a table of pay bands and pay points together with some explanatory notes. Above the table it is provided that: "From 18/19 onwards, pay points are expressed in terms of years of experience required to attain the level of pay. This is measured in years from anniversary of appointment. Legacy pay point numbers will no longer be used." A subsequent explanatory note provides that existing staff will retain their existing incremental/pay step date throughout transition as already referred to.
- 20. The pay table sets out the previous/existing pay bands and pay spine points with the applicable salary for the year 2017/18. Each of these pay points is then aligned with a number of years appearing under the heading "years of experience" with pay then given for all the applicable pay points in the subsequent three years beginning 2018/19.

21. An individual mapped onto the old pay scale at spine point 43 corresponds (reading across) to 2-3 years' experience and would move from their existing salary of £60,202 to £61,105 effective from 1 April incorporating a cost of living rise. As applied by the Respondent, that individual would then move down the schedule on their next incremental pay point step date (aligning with spine point 44/3-4 years' experience) to enjoy a salary of £63,966. That would increase to a figure of £64,670 as from 1 April 2019 (cost of living) before the employee, at the next incremental pay step date, moved to a salary of £69,007 which aligned on the table to 4-5 years' experience or (reading across to the far left) the old scale point 45.

- 22. Annex 23 deals with pay progression. Its provisions are said to apply to all staff commencing NHS employment on or after 1 April 2019. Paragraph 5 states: "For all other staff who were in post before 1 April 2019, current organisational pay progression procedures will continue to apply until 31 March 2021 after which time they too will be subject to the provisions in this annex." Paragraph 8 provides that staff in post prior to 1 April 2019 will continue to receive incremental progression according to the transitional arrangements and follow the individual pay journeys described in the Framework Agreement. During transition, pay points are removed from the pay structure in April 2018, April 2019 and April 2020. According to paragraph 9, staff will retain their existing incremental date throughout transition with the expectation that on their incremental date they will move to the next pay point reflecting their additional completed year of experience.
- 23. NHS Employers also published on its website a substantial number of frequently asked questions with model answers ("FAQs"). The Respondent's evidence, which the Claimant is not in a position to challenge, is that the document was agreed between trade union and NHS Employers representatives through the NHS Staff Council or on a delegated basis.
- 24. The Claimant on spine point 43 was mapped onto a salary of £61,105 which in turn aligned with 2-3 years' experience, whereas the Claimant had 3-4 years of experience. He considered that he had been incorrectly assimilated into the new pay structure.
- 25. The Claimant first raised his concerns with Ruth Harker, HR Business Partner and Alison McTrusty, Senior HR Manager. They sought guidance from NHS Employers and, amongst other communications, Rhianne Waterhouse, Senior Programme Support Officer at NHS Employers responded: "Assimilation to the new pay award for existing staff was based on the salary the individual was on as at the 31 March 2018. It is assumed that the pay point they were on at the time they were transitioned was based on the years of experience they had in that band." The Tribunal would note

that ordinarily that would indeed be the case. It was not, for the Claimant, given the previous incremental pay freeze.

- 26. The Claimant's position then (and indeed now) is that he ought to have been mapped across to the new pay scales based on his number of years of experience and that the old scale pay points weren't to be taken into account. The Claimant considered that Miss Waterhouse's response was supportive of that understanding.
- 27. In response to Miss Waterhouse's communication, Ms Harker explained to her that the Claimant was subject to the freeze on incremental progression in 2015/2016 and therefore one year of his experience was not recognised when moving to the new pay scale. She asked if that would impact on the assimilation to the new pay scale and if the Respondent should retrospectively recognise that additional year of experience. She said that she couldn't find anything specific in any of the documentation available online on this point, wondering if the question had been asked before and if a frequently asked question ought to address the point specifically. Miss Waterhouse responded referring Ms Harker to question 2.9 on the FAQ webpage. This had been added in September 2018, i.e. only after the Claimant had raised his particular circumstances. The Claimant points to no NHS Staff Council meetings haven taken place in the interim period but he cannot challenge the Respondent's evidence that this as with all the FAQs, represented an agreed position between NHS Employers and the trade unions.
- 28. Question 2.9 asked what the new column for years of experience meant in the new pay structure. The answer was set out as follows:

"Years of experience is a way of describing pay points in the transitional pay structure, which works for most staff and pay journeys. However in some circumstances, particularly for staff who have been promoted, the years of experience can be confusing.

Under previous arrangements, spine points identified the different pay points within each band. Because of structural reform to all pay bands and with overlapping points being removed, it is no longer possible to use the same spine point naming convention. Therefore the years of experience column has been introduced.

This is designed to represent the minimum number of years it would have previously taken to reach the equivalent spine point under the previous structure.

On transition to the new pay system, staff have been automatically assimilated to the correct pay point based on the spine point they were in at 31 March 2018. The assimilation process is designed to work by converting the pay point position at 31 March 2018 into a nominal minimum number of years' experience required to reach that point in the scale.

In most cases years of experience will align with the pay point, but it may not do in all cases as the assimilation process does not consider actual historical experience, only the previous pay point that the experience had allowed an individual to reach. For example, years of experience and pay point may not align in the following circumstances:

If a member of staff has previously been subject to an increment freeze (for example band 8 and 9 staff in 2015), so their spine point did not increase that year...

If years of experience and pay point don't align it does not necessarily mean an individual is on the incorrect point, as assimilation is based on the point the individual had reached at the end of the 2017/18 pay year (31 March 2018)."

- 29. The Claimant lodged a grievance on 17 October 2018 raising concerns about his treatment in the pay assimilation process. The Claimant's grievance was rejected with an outcome letter sent to him dated 5 March 2019. The Claimant appealed that decision and attended an appeal hearing on 22 May 2019 chaired by Mr Tom Denwood, Executive Director of Data, Insights and Statistics. He wished to obtain further information from NHS Employers and on 23 May 2019 received this from Alexander van Rees, their Head of Employment Relations.
- 30. Mr van Rees referred to the NHS Staff Council FAQs as being devised to provide a further steer to employers as to how the Framework Agreement was to be implemented. He said the intention was that they were to be read in conjunction with the NHS Handbook to ensure the intent of the "collective" Framework Agreement was correctly implemented. As regards staff employed as at 31 March 2018, he stated that employers would need to identify which incremental spine point the individual was on at that date and then follow the assigned implementation journey for that spine point as set out in Annex A of the Framework Agreement with further detail provided via the pay journey tool. An individual such as the Claimant who had been on spine point 43 would be assimilated on a salary of £60,202 on 1 April 2018 moving to £63,966 on their next incremental date, receive a further cost of living increase on 1 April 2019 and then move to £69,007 at the next incremental date.
- 31. He referenced the 2015/16 incremental freeze which applied to the Claimant and said that, as a result of that, the spine point used for assimilation as at 31 March 2018 would be a year behind where it would have been if the incremental freeze had not occurred. He then referred to the FAQs and to the question 2.9 as referred to above. His conclusion was that the correct spine point for assimilation to the new pay structure is that

which the employee was actually on as at 31 March 2018 and not what they would have been on if the pay freeze had not happened in 2015.

- 32. Mr Denwood then wrote to the Claimant on 10 June rejecting his grievance appeal.
- 33. NHS Employers wrote to the Claimant (in response to a communication of his own) confirming that the FAQs document referred to had been created in partnership with representatives of the NHS trade unions and NHS Employers (as delegated by the NHS Staff Council Executive) as part of an ongoing task and finish negotiation sub-group. They stated that the purpose of the FAQ document was to supplement and clarify the intent of the Framework Agreement.
- 34. The Tribunal has been taken to a pay journey published by NHS employers as at 1 April 2019 which gave an illustration for an employee in the Claimant's circumstances reflecting the explanation provided by Mr van Rees.
- 35. The Tribunal has also been provided with Technical Guidance published by the NHS Staff Council from 1 April 2019. This also contains a number of questions and answers. Against the question asking why the pay tool asks staff for their years of experience, it is stated that staff who started on or after 1 April 2018 will be asked for years of experience in their current pay band so that the tool can give them information directly relevant to them because they started in their current band after pay reform had begun. The next question relates to a situation where an employee thinks their years of experience and salary do not line up. In answer, it is stated that, in the majority of circumstances, years of experience correspond with increases in pay points. The reader is referred to question 2.9 on the FAQs page for further details of scenarios where years of experience may not correspond with increases in the pay band.
- 36. The Tribunal has also been referred to what is termed a witness statement submitted by Mr van Rees. Only reduced weight can be given to this given that Mr van Rees was not present to be cross-examined on it. In this he dealt with what was the intention, in his view, of the years of experience column in Annex 2 of the NHS Handbook. He suggested that this ought to have read "minimum years of experience". Years of experience were to apply only to new starters. He reiterated that the intention of the Framework Agreement was for existing staff whose progression had been frozen in 2015 to be assimilated with reference to their incremental point as at 31 March 2018.

Applicable law

37. Section 13 of the Employment Rights Act 1996 provides that an employer shall not make a deduction from wages unless the deduction is required or 10.2 Judgment - rule 61

authorised to be made by virtue of a statutory provision or a relevant provision of the worker's contract. In accordance with Section 13 (3), where the total amount of wages paid is less than the total amount of the wages properly payable to a worker, any shortfall of pay is to be treated as a deduction. A necessary question therefore for the Tribunal is to determine is what was "properly payable" to the Claimant.

- 38. The Tribunal has been referred by the Respondent to the Judgment of Lord Hoffmann where he explained the principles of contractual construction in the case of Investors Compensation Scheme Ltd v West Bromwich Building Society [1990] 1 WLR 896 and said as follows:
 - "(1) 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....
 - (4) The meaning which a document (or any other utterance) would convey to a reasonable man is not the same thing as the meaning of its words. The meaning of words is a matter of dictionaries and grammars; the meaning of the document is what the parties using those words against the relevant background would reasonably have been understood to mean. The background may not merely enable the reasonable man to choose between the possible meanings of words which are ambiguous but even (as occasionally happens in ordinary life) to conclude that the parties must, for whatever reason, have used the wrong words or syntax."
- 39. The Claimant agrees with the appropriateness of this test but puts forward that the principles have been incorrectly and selectively applied by the Respondent.
- 40. Applying these principles to the factual background the Tribunal reaches the following conclusions.

Conclusions

- 41. There is agreement between the parties that the new pay structure has been incorporated into the Claimant's contract of employment i.e. that the Framework Agreement and the NHS Handbook have contractual effect. The Claimant's individual contract of employment is clear as to the incorporation of collectively agreed terms and conditions.
- 42. The Tribunal must decide between two competing interpretations of the contractual terms affecting the Claimant's entitlement to pay and, in particular, what his entitlement was as at or from 1 April 2018. The Respondent accepts that, from the Respondent's point of view, the wording of the documentation could have been clearer and dealt with the Claimant's situation in express terms such as would remove any potential argument as to any ambiguity. The Claimant maintains that the wording of the core

contractual documents themselves is clear and supports his position that his pay point from 1 April 2018 ought straightforwardly to have been reflective of his years of service/experience.

- 43. In terms of the parties' intentions as at the date the new arrangements were agreed, it is noteworthy that the Claimant's terms and conditions were neither agreed by him nor the Respondent itself. The terms were the result of a negotiation at national level between staff side representatives (trade unions) and NHS Employers representing a range of individual NHS employers. There is no dispute that whatever was agreed at that collective level became incorporated into the Claimant's individual contract of employment with the Respondent.
- 44. The high point in the Claimant's argument lies in paragraph 1 of Annex 2 of the NHS Handbook which states that from 2018/2019 pay points are expressed in terms of years of experience required to attain the level of pay. Under the new pay structure, indeed an employee's level of pay can be determined by looking at years of experience and ordinarily there will be a straightforward correlation. For new employees, there is no point of reference other than years of experience to determine the correct level of pay.
- 45. However, the table set out below this paragraph is clearly provided with the intention of enabling existing employees to determine their level of pay under the new structure. Hence, the old pay scale points are set out and the level of applicable pay can be read across from the employee's old scale point. Reading across the line, an employee will come to the column where years of experience are set out and in the Claimant's case he had, with his scale point, more experience than was required to obtain the level of pay provided for.
- 46. For the Claimant's years of service to effectively override the spine point under the old pay structure, would require it to be intended that the columns at the left-hand side (dealing with existing employees paid according to the old spine points) be ignored so as to allow any existing employee simply to look at the number of their years of service and read across to the level of pay provided. The Tribunal cannot conclude that it was intended that the schedule could be read by existing employees in that way. This is in circumstances where ordinarily an individual would find where he/she lay in the first column of the schedule (old spine point) in order to straightforwardly read across the same line. It was not the parties' intention for the employee/employer to read across the line, to discover that the employee's experience was greater than the 2 3 years provided for, requiring them then to have to read down the column to the next pay step point of 3-4 years and only then to read across to the (greater) applicable level of pay. If that

was how it was intended for the schedule to be read, the Tribunal considers that further explanation would have been provided.

- 47. That explanation would have included reference to the previous pay freeze which had held back employees such as the Claimant by 1 spinal point, hence resulting in their pay point no longer aligning to the years of service that would have been expected to denote.
- 48. If the Claimant was correct that the sole determining factor, including for existing staff, was years of service then there would have been no need to set out the spinal points and their value at all. From all the documents referred to, it is clear to the Tribunal that the intention was that existing employees be mapped onto a new pay structure and the table set out showed how employees were indeed mapped across according to their spinal point under the old system. That was the intention, despite the mismatch in years of service produced by the pay freeze which had affected a group of the NHS workforce, including the Claimant.
- 49. Of course, the document could have been clearer and if it had been the Claimant would have been satisfied with this interpretation, which is the one which was explained to him internally and through the grievance process. The Tribunal accepts that if the Claimant had been mapped onto the new pay structure on the basis of 3-4 years' service (which aligned to spine point 44 under the old scheme) that would not have reversed the pay freeze in the sense that the Respondent would have saved money by employees not receiving an incremental pay rise between 1 April 2015 and 31 March 2016. Nevertheless, it would be unusual for a pay freeze to occur and subsequently, albeit not with retrospective effect, be undone without any recognition that this was the employer's intention. There was no such recognition and again the Tribunal cannot conclude that this was the intention at the NHS Staff Council where the terms were agreed.
- 50. The Tribunal would note in addition that there are significant references in the totality of the documentation to differences in treatment of new staff employed on or after 1 April 2018 and those employed before that date, who it is said continue to receive incremental progression according to transitional arrangements. The documents envisage for existing staff a transitional period until 31 March 2021. Existing employees will continue to receive incremental pay increases at the time of their historic pay step dates. There are clearly aspects of the old pay structure which remain to be considered going forward despite the introduction of a new pay structure for all employees these include (albeit not relevant to the Claimant) consolidated and non-consolidated lump sum cash payments for some pre 1 April 2018 employees.

51. The Tribunal considers the pay journey in the Framework Agreement not to be a document which can be read without reference, in particular, to the aforementioned table in Annex 2 of the NHS Handbook. The Tribunal agrees that it represents a general illustration of how the rates would apply, but provides less than a full story in terms of pay progression given that it recognises that the exact timing of the increases will depend upon employees' applicable pay step dates. The terms of the NHS Handbook amount to the incorporation/implementation of the Framework Agreement into employee terms and conditions and becomes the primary source of contractual terms. Indeed, the Claimant himself places his primary reliance on Annex 2 of the Handbook.

- 52. The Tribunal notes paragraph 1.18 of Part 2 Section 1 of the Handbook which provides that pay will change on 1 April 2018 through the cost of living increase and any reform to the pay scales. The Tribunal does not consider, however, that this supports the Claimant's argument that two distinct and separate changes are envisaged to occur on that date and that whilst he has received the cost of living increase there has been no assimilation. The assimilation was to a pay level which incorporated the cost of living increase with the expectation of a more significant pay increase at the next incremental pay step point. Again, the Tribunal considers that it was intended that spine point 43, which as a matter of fact the Claimant was on at the relevant date, assimilated to an annual salary of £61,105. The Tribunal does not accept that the 'no detriment' guarantee supports the elevation of the Claimant to a higher level on assimilation. The failure to address the Claimant's situation, including by a relevant FAQ at the outset, can be understood in the context of the vast majority of employees' spine points matching their years of experience.
- 53. The Tribunal can understand the Claimant's scepticism regarding the FAQs, technical guidance and the comments provided by Mr van Rees as to the intention of the parties who agreed the new pay structure. They were created after the formation of the contractual arrangement and after indeed the concerns raised by the Claimant had brought to light a scenario which required further explanation and was not expressly dealt with within the existing documentation. The Claimant has cast doubt on the true level of negotiation between employer and worker representatives in the creation of the new FAQ 2.9. On the other hand, there is no basis for concluding that this does not represent an agreed position given the nature of the document and that the interpretation does not come from the Respondent in a manner which could be categorised as self-serving, but from NHS Employers with the weight of the NHS Staff Council given that it is applicable to all NHS employees covered by Agenda for Change.
- 54. The FAQs and certainly the opinion of Mr van Rees cannot be categorised by the Tribunal as terms of contractual effect at an individual employee level. However, they are evidence of the staff side and NHS Employers'

intention and a valid aid to interpretation of how assimilation of existing employees into the new pay structure was intended to operate. They clearly support the interpretation put forward by the Respondent in this case and reject the Claimant's.

- 55. The Claimant was as at 1 April 2018 correctly assimilated onto the new pay structure in accordance with his contractual entitlements as derived from the various documentation collectively agreed. The Claimant may view this as unfair and be aggrieved that the effect of the pay freeze is that a year of his experience has been discounted, but that is contractually what has occurred. The Claimant was paid at the rate of pay which contractually applied to him from 1 April 2018 and subsequent increases to his pay have occurred consequential upon that 'point in time assimilation' but again in accordance with his contract of employment. Had he been assimilated at pay point 44, his pay as at 1 April 2018 would have been greater and the cost of living and subsequent incremental increases to pay would have been such as to give him a corresponding increase to a greater level of pay than he received by starting at pay point 43. However, it was not, the Tribunal concludes, the intention of the parties that he be so assimilated based on years of experience and disregarding the spine point he had reached under the existing pay structure. He has received all amounts by way of salary which were properly payable to him within the meaning of Section 13 of the Employment Rights Act 1996.
- 56. The Claimant's complaint of unauthorised deductions from wages must therefore fail and is dismissed.

Employment Judge Maidment

Date 30 September 2019