



EMPLOYMENT TRIBUNALS

Claimant: Mr KaHo Leung

Respondent: Bombardier Services (UK) Ltd

Heard at: London South Employment Tribunal (by Cloud Video platform)

On: 19 August 2026

Before: Employment Judge Taylor

Representation

Claimant: In person

Tribunal Interpreter (Cantonese): Ms Linda Liu-Braham

Respondent: Ms Amy Young, Legal Representative

JUDGMENT was sent to the parties on 11th September 2026 and written summary reasons were requested in accordance with Rule 60 of the Employment Tribunal Procedure Rules. The following written summary reasons are therefore provided:

SUMMARY REASONS

This matter came before the employment Tribunal to determine the Claimant's claim that the Respondent had made unlawful deductions from his wages. The Claimant claims the Respondent was in breach of section 13 Employment Rights Act 1996 when it paid him Statutory Sick Pay, instead of his full wages, when he was absent on sick leave during a period of suspension.

The Respondent is an industry leading manufacturer of business jets and missionised aircraft which has operations globally, including in the United Kingdom where the Claimant is employed.

The Claimant's employment with the Respondent began on 3 October 2023. The Claimant was employed as an Aircraft Mechanic. The Claimant received terms and conditions of employment that set out his sick pay entitlement if he were unable to work (R45).

Following allegations of harassment from two employees against the Claimant, Ms Gorham, HR Human Resources Business Partner and the Claimant's line manager, led an internal investigation into these allegations.

The Claimant was suspended from his duties, pending an investigation into these claims. This was communicated to the Claimant in a meeting held on 1 July 2025 and confirmed in the suspension letter received by him the same day. (R3)

On 30 July 2025, Ms Gorham informed the Claimant by email that the investigation relating to the harassment allegations made against him had been concluded and that a recommendation to proceed to a disciplinary hearing had been submitted. Ms Gorham sent the Claimant an invitation to a disciplinary hearing that was scheduled to take place on 1 August 2025.

On 31 July 2025, the Claimant responded to Ms Gorham's email, requesting the postponement of the disciplinary hearing scheduled on 1 August 2025 until 7 August 2025, due to a health condition for which he provided two medical notes, stating that he was unfit to work. Both medical notes stated that the Claimant was unfit to work from 5 July 2025. Ms Gorham processed the Claimant's absence as sick leave (R4, R5).

On 1 August 2025, in response to the Claimant's request, Ms Gorham confirmed that the Respondent would provide the requested extension until 7 August 2025 or until the Claimant had received further medical advice and was fit to work.

On 6 August 2025 the day before the scheduled disciplinary hearing, by email addressed to Ms Turner, Human Resources Co-Ordinator, the Claimant requested a further postponement of the disciplinary hearing giving as his reason that he remained unfit for work.

On 7 August 2025, Ms Turner responded to the Claimant, accepting his request to postpone the disciplinary process and confirming to him that his absence would be processed as sick leave, in line with the Respondent's sick absence policy and applicable sick pay entitlements. (R7)

On 18 August 2025, the Claimant contacted Ms Turner by email, acknowledging that his sick leave entitlements were approaching their limit and requesting to use his annual leave to cover the remainder of his absence (R7).

In accordance with this medical note, the Claimant requested that all communication between him and the Respondent must cease.

Following this medical advice, Ms Turner ceased all communication with the Claimant.

On 8 October 2025, the Claimant emailed Ms Turner stating that his condition remained the same, as supported by a new medical note, and that he would not be joining the wellbeing meeting, as he preferred to communicate via email.

On 7 November 2025, the Claimant indicated by email that, although still experiencing health issues, he was fit to return to work in a phased and supportive manner. The Claimant provided a medical note, dated 5 November 2025, stating that he may be fit to work, conditional to a phased return to work and amended

duties.

On 19 November 2025, the Claimant raised a formal grievance regarding his pay, stating that he had received statutory sick pay instead of his contractual pay, which, according to him, was contrary to the company's practices. The grievance submitted on 19 November 2025 was the first time the Claimant raised an issue regarding pay processing although his pay had been processed as contractual sick pay from 1 August until 11 August 2025 and statutory sick pay (SSP) as 9 September until 4 November 2025.(R12)

During the period 9 September to 4 November the Claimant was paid SSP. The Claimant alleges that the difference between his usual pay and the SSP amounted to a sum in excess of £7000 and that it was unlawful for the Respondent to make such a deduction.

Section 13 of the Employment Rights Act 1996 protects employers from receiving less pay than he was entitled to by his contract or by statute.

Section 13(1) of the Employment Rights Act 1996 (ERA) states that an employer must not make a deduction from the wages of a worker unless:

- the deduction is required or authorised to be made by virtue of a statutory provision or a relevant provision of the worker's contract — S.13(1)(a), or
- the worker has previously signified in writing agreement to the deduction — S.13(1)(b).

The Claimant's submission that full pay payable while on suspension could not be substituted by sick pay in any circumstances, or unless he signified he agreed in writing to this, is not well-founded. The Claimant was not available for work because he was on sick leave. The Respondent paid the Claimant his full pay on suspension when he was available to work, and paid him contractual sick pay when he provided evidence that he was too sick to work. The Respondent paid the Claimant sick pay until his entitlement to that expired and then paid him his entitlement to SSP.

Having considered all of the circumstances the Tribunal found that the Respondent did not breach section 13 ERA.

The complaint of unauthorised deductions from wages is not well-founded and is dismissed. The respondent did not make an unauthorised deduction from the claimant's wages.

Approved by:

Employment Judge Taylor
19th August 2026

Judgment sent the parties on:

11th September 2026

For the Tribunal Office

Notes

Written full reasons will not be provided unless requested by any party by a written request received by the Tribunal within 14 days of the sending of the written summary reasons.

All judgments (apart from judgments under Rule 51) and any written full reasons for the judgments are published, in full, online at <https://www.gov.uk/employment-tribunal-decisions> shortly after a copy has been sent to the claimants and respondents.

If a Tribunal hearing has been recorded, you may request a transcript of the recording. Unless there are exceptional circumstances, you will have to pay for it. If a transcript is produced it will not include any oral judgment or reasons given at the hearing. The transcript will not be checked, approved or verified by a judge. There is more information in the joint Presidential Practice Direction on the Recording and Transcription of Hearings and accompanying Guidance, which can be found here:

www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/