

**DECISIONS OF THE CERTIFICATION OFFICER ON AN APPLICATION MADE  
UNDER SECTION 108A(1) OF THE TRADE UNION AND LABOUR RELATIONS  
(CONSOLIDATION) ACT 1992**

**Mr P Tully**

**v**

**National Crime Officers Association**

**Date of Decision**

**19 October 2017**

**DECISION**

Upon application by Mr Tully ('the claimant') under section 108A(1) of the Trade Union and Labour Relations (Consolidation) Act 1992 ('the 1992 Act'):

1. I grant the claimant's application for a declaration that on or around 11 September 2016 the National Crime Officers Association ('the NCOA' or 'the Union') breached its rule Annex C paragraph 2 as no Disciplinary Committee was convened to determine if a formal disciplinary meeting was required to consider Mr Tully's case before imposing a disciplinary sanction.
2. I grant the claimant's application for a declaration that on or around 11 September 2016 the Union breached its rule Annex C paragraph 5 by not providing Mr Tully with full details of the allegations against him or giving him 28 days notice of the date, time or place of a formal disciplinary meeting.
3. I grant the claimant's application for a declaration that on or around 11 September 2016 the Union breached its rule Annex C paragraph 6 by not allowing Mr Tully to attend a formal disciplinary meeting in person or provide any witnesses to a disciplinary meeting.
4. I grant the claimant's application for a declaration that on or around 11 September 2016 the Union breached its rule Annex C paragraph 9 by not informing Mr Tully within seven days of their decision to expel him from the union.
5. I grant the claimant's application for a declaration that on or around 10 October 2016 the Union breached its rule Annex C paragraph 10 by not according Mr Tully the right of appeal.
6. I consider that it would be appropriate to make an enforcement order. I order that:-

- 6.1 The National Executive Committee's decision at its meeting on 7 to 8 September 2016 to expel Mr Tully from membership of the NCOA is null and void.
- 6.2 The Union make arrangement to restore Mr Tully to membership of the NCOA by 19 November 2017.

### **REASONS**

7. Mr Tully brought this application as a member of the NCOA. He did so by a registration of complaint form which was received at the Certification Office on 10 March 2017.
8. Following correspondence with my office, Mr Tully confirmed his complaints as follows:-

Complaint 1

*That on or around 11 September 2016 the union breached its rule Annex C para 2 as no Disciplinary Committee was held to determine if a formal disciplinary meeting was required to consider Mr Tully's case before imposing a disciplinary sanction.*

Complaint 2

*That on or around 11 September 2016 the union breached its rule Annex C para 5 by not providing Mr Tully the full details of the allegations against him or giving 28 days notice, date, time or place of a formal disciplinary meeting.*

Complaint 3

*That on or around 11 September 2016 the union breached its rule Annex C para 6 by not allowing Mr Tully to attend the formal disciplinary meeting in person or provide any witnesses to the disciplinary meeting.*

Complaint 4

*That on or around 11 September 2016 the union breached its rule Annex C para 9 by not informing Mr Tully within seven days of their decision to expel him from the union.*

Complaint 5

*That on or around 10 October 2016 the union breached its rule Annex C para 10 by not according Mr Tully the right of appeal.*

9. At the hearing before me held on 29 September 2017, Mr Tully represented himself. Written witness statements and oral evidence were given by Mr Tully and Neville Hawkins. Mr Tully also provided written witness statements from Ray Beer, Jacqui Sharrocks and Andrew Gozzer who did not attend the hearing. The Union was represented by Edward Cooper from Slater and Gordon solicitors. Oral evidence for the Union was given by Simon Boon, General Secretary NCOA,

Nicola Price, Secretary of the NCOA from 2013 until early 2017 and Nicholas Edwards, Deputy General Secretary NCOA who also provided written witness statements. There were also in evidence the Rules of the Union prior to 23 August 2017, the Rule Book following amendments at paragraphs 3.6 and 3.8 and a 162 page bundle of documents containing correspondence and other documentation as supplied by the parties for use at the hearing. Both the Union and the claimant provided skeleton arguments.

### **Findings of Fact**

10. Having considered the written and oral evidence and the representations of the parties, I find the facts to be as follows:
11. The NCOA is a Union with around 2,300 members. Under its rules it draws its membership solely from employees of the National Crime Agency.
12. The National Crime Agency ('the NCA') was established on 7 October 2013, replacing the Serious Organised Crime Agency (SOCA). The majority union in SOCA had been the Public and Commercial Services Union (PCS).
13. The National Crime Officer's Association was added to the Certification Officer's list of trade unions on 8 July 2013 having been found to meet the statutory definition of a trade union.
14. The NCOA was recognised by the NCA as were two other unions, FDA and PCS. Over time the NCOA became the trade union with the largest membership in the NCA.
15. On 4 June 2015 the Certification Officer issued a Certificate of Independence to the NCOA.
16. The Insurance Benefit Trust ('the IBT') provides a package of insurance benefits to members of the NCOA and other staff members within the NCOA who have access to the IBT under 'grandfather' clauses that related to periods before the establishment of the NCOA. The IBT was and is highly valued by staff within the NCA. Members of the IBT who were not members of the NCOA, including Mr Tully, were sent a letter on 26 February 2016 telling them that they would have to become NCOA members to retain membership of the IBT. A deadline of 23 May 2016 was set. This deadline appears to have been extended until 31 May.
17. On 31 May 2016 Mr Tully applied and was accepted into membership of the NCOA. Mr Tully's reason for joining the NCOA was to retain his insurance coverage under the IBT.
18. NCOA membership sent out an email on 15 August 2016 to members, including Mr Tully, giving details of its forthcoming AGM to be held on 17-18 October 2016.

19. Following this notification Mr Tully sent two emails, on 15 and 19 August, to the NCOA membership office, seeking further details of workplace meetings and the AGM. These emails were passed to Mr Boon to deal with. Mr Boon emailed Mr Tully on 19 August 2016. In the email he said *'I am actually really pleased that you have decided to join the NCOA'*. He referred to Mr Tully's *'previous stance with regards to the NCOA and significantly, unless you have chosen to relinquish your position, you are currently an officer of the PCS NCA Branch Executive.'* He went on to say *'Your input is welcome but as you would imagine I would find it extremely distasteful to see these meetings to which you are welcomed to take part in with open arms, used as a platform for attacking or undermining the core values of the NCOA'*. He finished the email by saying *'I look forward in due course to seeing your motions and hope that we are embarking on a new and positive relationship for the benefit of all'*.
20. Simon Boon, as NCOA Chairman, sent an email to Adam Robinson, Alan Goodwin, Andrew Myers, Chris Ridd, Derek Lloyd, Dee Taylor and Faye Lowe, all members of the NEC, on 22 August 2016. In it he refers to Rule Book changes proposed by Nicki Price – they insert new Rules 3.7 and 3.8. He went on to say
- 'This has been submitted as an Out Of Committee Decision for response and implementation ahead of the September NEC. End of this week would be good.*  
*Please indicate:*
1. *Are you willing to Second this Proposal.*
  2. *Do you support this proposal Yes/No.'*
21. Mr Boon sent a further email on 23 August 2016 headed Rule Book changes to Adam Robinson, Andrew Myers, Alan Goodwin, Chris Ridd, Derek Lloyd, Dee Taylor, Faye Lowe, Nicholas Edwards, Nicola Price, Suzanne Webb, and Steve Bond. In it he said *'we have now received sufficient replies to endorse the proposal to change the NCOA Rule Book via amendments at 3.7 and 3.8'*. He went on to say *'These changes will be implemented with immediate effect'*.

The Rule changes inserted two new Rules into the Rule Book:

*'3.7 Members are permitted to be members of more than one trade union.*

*3.8 The NEC reserves the right to refuse any member from being a member of the NCOA should that member have an active role or position within any other NCA recognised Trade Union. Whether that be representative, branch or group position. Or providing active and overt support acting against the best interests of the NCOA.'*

22. Mr Boon, as NCOA Chairman, wrote to Mr Tully by letter dated 24 August 2016. The letter stated, *'Following our discussion yesterday, I have taken the decision to suspend your membership of the NCOA with immediate effect'*. It went on, *'In due course the National Executive Committee will consider all options available to them. You will be notified of their decision in writing, no later than 21 days from the date of this letter'*.

23. Over 7/8 September 2016 the NCOA NEC met. The minutes of the meeting record '*NCOA Rules: Amendment to rules re activities of members belonging to other unions (paper to follow). Agreed by NEC out of committee (email vote – need details)*'. Phil Tully's suspension was also an agenda item. A proposal was put forward and unanimously agreed to expel Phil Tully. At no point were the procedures set out in Annex C referred to or used.
24. Simon Boon wrote to Mr Tully on 11 September 2016 informing him of the NEC's decision to expel him. It was later discovered that the letter was not delivered by Royal Mail.
25. In a letter dated 10 October 2016 to Mr Tully Mr Boon said '*As a current PCS Branch official within the NCA, your current and active efforts to recruit NCA officers to the PCS together with a history of undermining the status and credibility of the NCOA, (which has continued following your decision to join the NCOA) led the NEC to make the unprecedented decision to expel you. The decision reached by the National Executive was a unanimous one and there is no right of appeal following your expulsion*'.
26. On 27 January 2017 Mr Tully submitted a new application to join the NCOA, this application was *not progressed*.
27. NCOA Membership wrote to Mr Tully on 31 January 2017. In the letter they say '*You have been written to previously regarding the reasons for termination of your membership and the NCOA Trustees do not consider that anything has changed since that time. This position will remain the case until you are notified to the contrary.*'
28. On 10 March 2017 Mr Tully wrote to the Certification Officer raising his complaints. After correspondence with my office the five complaints were agreed.

### **The Relevant Statutory Provisions**

29. The provisions of the 1992 Act which are relevant for the purposes of this application are as follows:-

#### **108A Right to apply to Certification Officer**

*(1) A person who claims that there has been a breach or threatened breach of the rules of a trade union relating to any of the matters mentioned in subsection (2) may apply to the Certification Officer for a declaration to that effect, subject to subsections (3) to (7).*

*(2) The matters are –*

- (a) the appointment or election of a person to, or the removal of a person from, any office;*
- (b) disciplinary proceedings by the union (including expulsion);*
- (c) the balloting of members on any issue other than industrial action;*
- (d) the constitution or proceedings of any executive committee or of any decision-making meeting;*
- (e) such other matters as may be specified in an order made by the Secretary of State.*

## **The Relevant Rules of the Union**

30. The rules of the Union which are relevant for the purposes of this application are NCOA Rules:-

### **Rule 3 Membership**

- 3.6 *The NEC reserves the right to refuse any person from being a member of the NCOA should they believe that the person is/may not be acting in the best interests of the membership.*

### **Rule 3 Membership – added by 23 August 2016 Rule changes**

- 3.7 *Members are permitted to be members of more than one trade union.*
- 3.8 *The NEC reserves the right to refuse any member from being a member of the NCOA should that member have an active role or position within in any other NCA recognised Trade Union. Whether that be representative, branch or group position. Or providing active and overt support acting against the best interests of the NCOA.'*

### **Annex C Disciplinary Procedures**

1. *All members of the NCOA shall be expected to abide by the Rules and its Equal Opportunities Statement. Disciplinary Procedures may be instigated in response to any act or conduct which is or is likely to be contrary to the interests of the NCOA (including its Aims and Objectives) and/or its membership and/or affect the reputation of the NCOA. The scope of the Disciplinary Procedure may be reviewed/amended from time to time by the National Executive Committee and shall not be regarded as a contractual provision of membership of the NCOA.*
2. *If a member of the NCOA is alleged to have acted in a manner that is against the interests of the NCOA, the conduct shall be considered by a Disciplinary Committee comprising three National Executive Committee members.*
5. *The member shall be given not less than 28 days' notice of a formal disciplinary meeting which will include the date, time, place of the meeting and full details of the allegations.*
6. *Both the member and any complainant may bring witnesses to the disciplinary meeting as is deemed appropriate and proportionate to the matter under consideration and shall be entitled to be accompanied by their NCOA representatives.*
9. *The Disciplinary Committee shall inform the member in writing, within seven days, of their decision. A record of the decision shall be kept for use in any subsequent appeal. The member shall be informed of their right of appeal against the decision.*
10. *The member must submit an appeal in writing within seven days of the date of the decision, giving full grounds for the appeal.*

## **CONSIDERATIONS AND CONCLUSIONS**

31. At the outset of the hearing it was agreed that the Union's primary submission was that it had accepted the conduct of Mr Tully as a repudiatory breach of the contractual duty to cooperate which brought his contract of membership to an end. It was agreed that I would be given evidence and submissions on the alleged conduct and why it constituted a repudiatory breach. It was further agreed that

should I accept such a repudiatory breach occurred and had been accepted by the Union I would have to dismiss all five of Mr Tully's complaints. However, if I was not with the Union on the repudiatory breach argument I would need evidence and submissions as to whether Annex C was part of the Rules of the Union. As the Union did not seek to argue that it had used the procedures set out in Annex C it followed that, were I to find Annex C to be part of the Rules of the Union, I would find in Mr Tully's favour in respect of all five of his complaints.

### **Complaint One to Five – Repudiatory Breach**

#### **Summary of submissions**

32. Mr Cooper submitted that the Certification Officer had previously confirmed that the Rule Book of a Trade Union includes the implied duty of cooperation in *Chapman v Community D/1-5/16-17*. In that decision, the Certification Officer observed that the precise content of this duty must depend on context. In this case, Mr Cooper submitted that the context was the National Crime Officers Association, a trade union that only organised within the National Crime Agency where it faced a competitor union, the Public and Commercial Services Union (PCS). Mr Tully joined the NCOA in May 2016 although he retained his PCS membership and his representative roles for the PCS, including at union/management meetings and at induction events for new NCA staff.
33. Mr Cooper submitted that he accepted that whether there is a breach of such an implied term is an objective question of fact to be determined by the Certification Officer and that not every act by a member which caused the Union displeasure would amount to a breach. Neither would a failure to follow all of the political whims of the leadership be sufficient grounds in itself for establishing a fundamental breach. Mr Cooper further submitted that in order to constitute a fundamental or repudiatory breach, the conduct must be a serious breach of the duty to cooperate and that in relation to the duty to cooperate the following principles apply:-
  - a. It is a necessary corollary of the relationship between the Union and Mr Tully that both parties will comply with the implied duty of cooperation.
  - b. That this duty extends to the actions of Mr Tully when representing another trade union, and a requirement that he refrain from publishing misleading and inaccurate information about the NCOA.
34. Mr Cooper contended that Mr Tully's conduct in making disparaging remarks about the Union at management meetings and then at induction meetings with recent recruits to the NCA by making untrue assertions to the effect that the NCOA:-
  - was a staff association (and using that term to infer that they are therefore too close to management);
  - was not independent;

- operated as an insurance brokerage;
- and was not the union with the most NCA members;

were the key behaviours that the Union regarded as a fundamental breach of the implied duty to cooperate.

35. As evidence of this Mr Cooper referred to the written and oral evidence of Mr Boon and Ms Price. Mr Boon referred to a number of reports about Mr Tully's behaviour that he had received from people who had attended induction events and other open fora, such as NCA Engagement meetings, since Mr Tully had become an NCOA member. At these events Mr Tully was representing the PCS. Mr Boon had not witnessed the behaviour himself and was unable to give specific details of the time and places of the meetings. Mr Cooper referred to the evidence of Nicola Price contending that this evidenced that Mr Tully had continued with this behaviour even after he was asked to desist by Nicola Price during a conversation between the two after a union/NCA meeting at which both were present. However, Ms Price was unable to give a precise date of the meeting to which she was referring to other than saying it was in August 2016. Mr Tully, in his evidence, did not dispute that a conversation had occurred, but disputed Ms Price's description of it and said that the meeting occurred after he had been suspended on 24 August.
36. Mr Cooper also referred to the evidence of Mr Boon relating to his attempts to have a face to face meeting with Mr Tully to discuss his intentions, particularly in relation to attending and possibly submitting motions to the NCOA's AGM. Mr Boon gave evidence that when he finally managed to speak to Mr Tully over the telephone Mr Tully had made it clear that he was a reluctant member of NCOA, that he had been forced to join, and that the NCOA would have to accept the consequences of his membership. Mr Cooper referred to Mr Boon's interpretation of this statement as evidence that Mr Tully remained hostile to the NCOA and did not acknowledge his duties, including his implied duty to cooperate with the NCOA as a member. Mr Cooper submitted that in those circumstances the Union was entitled to accept, what it regarded as, Mr Tully's repudiatory breach as bringing the contract of membership to an end.
37. Mr Tully submitted that that during the period of his NCOA membership he had acted in accordance with the NCOA Rules and had agreed to do so by checking the box on the NCOA's standard application form to *'agree to join NCOA and declare that I will observe the terms of its rules and constitution'*. He stated that he had been hampered in complying with the Rules of the NCOA as, despite making a number of requests, he was not provided with a Rule Book throughout his period of membership. He submitted that the NCOA had confirmed there had been no formal complaints against him. He further submitted that the reasons the NCOA had stated for their decision to suspend and then expel him had not been supported with any actual or substantive evidence of *'bad mouthing'* in their correspondence. He said that in all NCOA correspondence there was no actual



evidence of any wrong doing or evidence provided of any negative impact on NCOA membership during his time in NCOA. He submitted that his arguments were further strengthened by the NCOA executive making changes to their Rule Book, whilst he was suspended and that they failed to make him aware of the changes (Rules 3.7 and 3.8 – see paragraphs 20-21 above) despite the fact that they may well have been used against him.

38. In relation to his comment to Mr Boon that the Union would have to take the consequences of the decision to 'force' him to join the NCOA in order to maintain his IBT insurance cover, Mr Tully submitted that Mr Boon had misinterpreted this as evidence of him being hostile and an enemy of the NCOA. Mr Tully stated that this was not what he had meant by the reference to the consequences. Rather, he contended that he was referring to the fact that the NCOA would have to take the consequences of a decision made by the Trustees of the IBT which had forced people like him to become members of the NCOA.

### **Conclusion – Repudiatory Breach.**

39. Mr Cooper referred me to the Certification Officer's decision in *Chapman v Community (D/1-5/16-17)* where the Certification Officer concluded that the Rule Book of a Trade Union includes the implied duty of cooperation. In that decision the Certification Officer went on to say at paragraph 79

*'I do not accept, however, that the duty of trust and confidence to be found in contracts of employment and as described in Malik v BCCI is directly applicable to the contract of membership of a trade union, which is of a substantially different nature. In my judgement any such duty of cooperation of union members is significantly lower and must be identified on a case by case basis in context.'*

40. This, it seems to me, sets the bar of the duty of cooperation at a relatively low level. I do not find that the union provided sufficient evidence that was clear enough to establish that during the period of his membership Mr Tully had shown himself to have breached this duty. In arriving at this conclusion I have taken into consideration that the extent of the derogatory comments was not well evidenced by the Union; there was no documentary evidence to support a breach, significant aspects of the evidence relied on by Mr Boon was second hand, anecdotal and not subject to independent scrutiny and where I had oral witness testimony from Ms Price she was unable to clarify whether the behaviour she was referring to took place before or after the date of Mr Tully's suspension. It was also clear to me that in arriving at a decision to expel Mr Tully the Union attached significant weight to what they perceived as hostile activity by Mr Tully, prior to him joining the NCOA. Finally I conclude that an important factor in the Union's decision to expel Mr Tully was based on its assessment and interpretation of what Mr Tully was alleged to have said. At points he was said to have referred to the NCOA as 'the Association' or 'a staff association'. In evidence, Mr Tully stated that this was partly due to the fact that the NCOA had the word 'association' in its title. He disputed that this was intended as a derogatory remark. There were similar questions of interpretation

around what Mr Tully might have said about the independence of the NCOA and what he had meant by 'taking the consequences'. It is clear that the NCOA Executive Committee took the decision to suspend and then expel Mr Tully without taking into consideration Mr Tully's explanations; they did not seek his views. Without having done so, I find that they could not have reasonably established that Mr Tully was guilty of a repudiatory breach.

### **Complaints One to Five - Annex C not a rule of the union.**

#### **Summary of submissions**

41. For the Union Mr Cooper submitted that the Union relied upon the terms of Annex C which includes at paragraph 1:

*'The scope of the Disciplinary Procedure may be reviewed/amended from time to time by the National Executive Committee and shall not be regarded as a contractual provision of membership of the NCOA.'*

42. He submitted that this meant that no member has any contractual right or entitlement to the procedure set out within Annex C. He further submitted that it is implicit in the jurisdiction of the Certification Officer at Section 108A of the Trade Union and Labour Relations (Consolidation) Act 1992 that jurisdiction can only be exercised on those provisions which form part of the Rules of the Union, and which confer legally binding obligations and duties. He submitted that this was the same as in the case of an employee, who can enforce any disciplinary procedure that is contractual, but not any procedure which is not. He further contended that where it was intended that the Annexes of the Union Rule Book were intended to be Rules, these were referred to explicitly in the Rules themselves citing Rule 4.7 referring to Annex F, Rule 5.3 referring to Annex B and Rule 7.1 referring to Annex D. He submitted that there was no such reference to Annex C within the body of the Rule Book. Referring to evidence provided by Mr Boon he submitted that the 'disclaimer' within Annex C appears to have been imported into the NCOA's Rule Book from another union's rule book and that there was no particular reason for it being there. In relation to the purpose of Annex C, he stated that it was clearly a procedure for dealing with disciplinary issues, a procedure that was available to the NEC but not one that established any rights for NCOA members or obligation on the NCOA.
43. In evidence, both Mr Boon and Ms Price expressed a view that should the NEC choose to take disciplinary action against a member, not something that had happened to date, then it would use Annex C as the procedure. They both took the view that in the absence of a formal complaint from a member about Mr Tully's behaviour they were not at liberty to use the Annex C procedures.
44. Mr Tully submitted that the disclaimer within the first paragraph of Annex C was there in error and that the procedures contained within Annex C were in fact contractual and Rules of the Union. Were it not the case, he submitted that the

Union would have no way to discipline members which could have a detrimental effect on the running of the Union.

#### **Conclusions Complaints One to Five - Annex C not a rule of the union**

45. On the face of it this is a fairly simple matter. There are no statutory obligations requiring a trade union to have disciplinary rules or setting out the form such rules should take. In those circumstances, it would appear that a trade union would be at liberty to choose not to have any disciplinary rules. In effect this is what the NCOA appear to have done. Should that be the case then Mr Cooper's submission that, it is implicit in the jurisdiction of the Certification Officer at Section 108A of the Trade Union and Labour Relations (Consolidation) Act 1992 that the jurisdiction can only be exercised in relation to those provisions which form part of the rules of the union, and which confer legally binding obligations and duties would seem to have some weight. However, there are other factors that I need to consider.
46. Rules 3.6 and 3.8 of the NCOA rules refer to '*the person is/may not be acting in the best interests of the membership*' and '*acting against the best interests of the NCOA*' respectively. This language is reflected in paragraph 2 of Annex C where it says '*If a member of the NCOA is alleged to have acted in a manner that is against the interests of the NCOA, the conduct shall be considered by a Disciplinary Committee comprising three National Executive Committee members.*' It would seem that in order to sensibly interpret Rules 3.6 and 3.8 it is necessary to refer to paragraph 2 of Annex C – that is that '*the conduct shall be considered by a Disciplinary Committee*'. Without such consideration, it is not clear how the NEC could reasonably arrive at a conclusion that a member was acting against the best interests of the NCOA. The reference to "member" in Rule 3.8 is suggestive of the disciplining of an existing member rather than someone making an application to join.
47. Once it is necessary to refer to Annex C in order to sensibly interpret rules 3.6 and particularly rule 3.8 the terms of Annex C would seem to take on the form of Rules of the Union; they certainly are written in a form and style that would not be out of place in a Union Rule Book. That both Mr Boon and Ms Price expressed the view that the procedures in Annex C would be used in the event of disciplinary action being taken against a member adds weight to this view. The alternative position of members of a union having no contractual rights, however rudimentary, when facing the possibility of disciplinary action, up to and including expulsion, is not an attractive proposition, particularly when it results in the accused member being deprived of any opportunity to answer a charge.
48. For the above reasons I find that Annex C is a Rule of the Union and that the Union breached paragraphs 2, 5, 6, 9 and 10 by failing to follow the procedures referred to therein before it expelled Mr Tully.

## **Order**

49. Given that I have found that there was no repudiatory breach by Mr Tully of his implied duty of cooperation with the NCOA and that Annex C is a Rule of the Union which places a duty on the Union, I need to consider whether an order is appropriate. In the circumstances, I consider that an order is appropriate. I therefore order that the National Executive Committee's decision at its meeting on 7 to 8 September 2016 to expel Mr Tully from membership of the NCOA is null and void. The Union are ordered to make arrangement to restore Mr Tully to membership of the NCOA by 19 November 2017.

A handwritten signature in black ink, reading "Gerard Walker". The signature is written in a cursive, flowing style with a period at the end.

**Gerard Walker**  
**The Certification Officer**