THE EMPLOYMENT TRIBUNALS

BETWEEN

Claimant		*Respondent*
Mrs A O'Neil	**AND**	**Cargill Plc**

JUDGMENT OF THE EMPLOYMENT TRIBUNAL

Held at: **Teesside** **On:** **29 & 30 November 2017**

Before: **Employment Judge S A Shore**

Appearances

For the Claimant: **Mr D Finlay of Counsel**
For the Respondent: **Mr T Wilkinson of Counsel**

RESERVED JUDGMENT

1 The claimant's claim of unfair dismissal fails.

2 The claimant's claim of wrongful dismissal fails.

REASONS

Background

1 The claimant was employed as Accounts Office Manager at the respondent's office at Dalton from 18 January 2010 to 31 May 2017 when her employment was terminated summarily for the stated reason of gross misconduct. She brings claims of unfair dismissal and breach of contract (non-payment of holiday pay).

Issues

2 Mr Finlay handed up a list of issues that were agreed by Mr Wilkinson as follows:-

2.1 Was the claimant unfairly dismissed by the respondent, namely:

(i) what was the respondent's reasons for dismissal?

(ii) was the respondent's reason for dismissal a potentially fair reason as detailed in section 98(1) and (2) Employment Rights Act 1996 (ERA 1996)?

(iii) did the respondent act reasonably in treating that reason as sufficient reason for dismissal (including did the respondent take proper account of the claimant's mitigation)?

2.2 Was the claimant wrongfully dismissed, namely did the respondent breach the claimant's contract of employment?

2.3 If the dismissal is found to be unfair:

(i) what, if any, compensation should be awarded to the claimant?

(ii) would the claimant have been dismissed fairly in any event and should any compensation be reduced following **Polkey v A E Dayton Services Limited [1987] IRLR 503**?

(iii) did the claimant's conduct contribute to the dismissal and should any compensation be reduced accordingly (section 122(2) ERA 1996)?

3 It was agreed by the representatives that the disciplinary investigation was not in dispute. It was a case of that genuine belief and whether dismissal was in the band of reasonable responses.

Law

4 It is for the respondent to show the reason for dismissal. The five potentially fair reasons for dismissal are set out in section 98(1) and (2) of ERA 1996.

5 The test of reasonableness is set out in section 98(4) ERA 1996 which states that where the respondent has fulfilled the requirements of establishing the reason for dismissal, the determination of the question of whether the dismissal is fair or unfair (having regard to the reason shown by the employer) depends on whether in the circumstances (including the size and administrative resources of the respondent's undertaking) the respondent acted reasonably or unreasonably in treating it as a sufficient reason for dismissing the employee. That question is to be determined in accordance with equity and the substantial merits of the case.

6 The determination of the question as to whether or not the dismissal falls within a band of reasonable responses is laid out in **Iceland Frozen Food Limited v Jones [1983] ICR 17**. That case is also an authority for the principal that the Tribunal should not substitute its own opinion for that of the employer.

7 In cases where procedural unfairness is established, the case of **Polkey** referred to above gives a Tribunal discretion to reduce compensation for claimants who were dismissed for a procedurally unfair reason where the employer has shown that there was a percentage chance that a fair procedure would have resulted in a fair dismissal.

8 A Tribunal can reduce compensation for a claimant if it finds that the claimant contributed to their own dismissal – section 122(2) ERA 1996.

9 In his summing up, Mr Wilkinson referred me to the case of **Neary (Petitioner) & Neary (Claimant) v Dean of Westminster (Respondent) [1999] IRLR 288**.

10 Mr Finlay handed up copies of **Portsmouth Hospitals NHS Trust v Corbin [2017] UKEAT/0163/16/LA** and **T Vincent (trading as Shield Security Service) v Hinder [2013]**. I considered all three authorities.

Housekeeping

11 Employment Judge Shepherd conducted a preliminary hearing on 8 November 2017 at which the claimant attended in person and the respondent was represented by Mr Wilkinson as it was today. That preliminary hearing produced a case management order dated 9 November 2017.

12 The claimant raised a potential issue of a claim of unfair dismissal because of a protected disclosure and potential detriment because of a protected disclosure. The claimant asked for disclosure of information regarding redundancy packages paid to former employees of the respondent and also asked for disclosure of information relating to disciplinary action taken against other former colleagues.

13 Employment Judge Shepherd considered the matter and made case management orders that required the claimant to indicate by 17 November 2017 if she intended to make a PID claim or ask the Tribunal to consider an unfair dismissal claim under section 103A ERA 1996. He also made an order that the respondent disclose additional information in redacted form related to redundancy packages given to the claimant's former colleagues but declined to make an order for specific disclosure regarding disciplinary proceedings taken against other employees of the respondent.

14 The claimant wrote to the Tribunal and confirmed that she was making no PID claim. This position was affirmed by Mr Finlay at the opening of the hearing.

15 The parties produced an agreed bundle of 249 pages.

16 Evidence was given in support of the claimant's claim by:-

16.1 The claimant herself.

16.2 Gillian Brown, the claimant's former Line Manager.

17 Evidence was given for the respondent by:-

17.1 Paul Harrison, ER Specialist with the respondent who provided two witness statements, the second of which was in response to the Order of Employment Judge Shepherd of 9 November 2017. The second statement exhibited a schedule of redundancy packages given to employees of the respondent which I numbered 250 in the bundle.

17.2 Ben Rodgers, dismissing officer.

17.3 Glen McGoldrick, a manager at the respondent who took notes of meetings on 15 May 2017 and 14 June 2017.

18 The respondent tendered the statement of Jayne Walker regarding the payment of retention bonuses to employees at risk of redundancy at the respondent. A statement was not tendered by the date ordered by the Tribunal (17 October 2017) but was tendered a month later. The claimant objected to the evidence being admitted.

19 I considered representations from Mr Wilkinson and Mr Finlay and decided that the matters dealt with by Ms Walker's statement were ones which could easily have been seen by the respondent as being relevant to the hearing and therefore there was no excuse why the witness evidence could not have been served on time. No application was made to the Tribunal for admission of the evidence out of time and therefore felt that it was in the interest of justice not to allow this to be admitted.

20 The respondent also produced a statement of Doug Rosenberg, Business and Development Director of the respondent, who conducted the claimant's appeal. However, Mr Rosenberg was unable to attend and therefore I returned the statement to Mr Wilkinson without having read it.

21 The claimant tendered the statement of Janet Balmain on the first day of the hearing, anticipating that she would be able to attend on the second day. At the start of the second day of the hearing, Mr Finlay advised that she would not be able to attend because she could not get time off work and he indicted that he was happy not to rely on that statement at all.

22 After discussion with the parties, I took the witness evidence out of order because of issues around witness availability. I heard the evidence from the witnesses in the following order:-

22.1 Paul Harrison, respondent;

22.2 Gillian Brown, claimant;

22.3 Amanda O'Neil.

22.4 Glen McGoldrick.

22.5 Ben Rodgers.

23 I heard the first three witnesses on day 1 and the last two witnesses on day 2 of the hearing.

24 After hearing closing submissions from the parties, I closed the hearing at 11:10am. It was snowing heavily and continued to snow heavily so I asked my clerk to take the indication from the parties as to whether or not they wished me to give a reserved decision and release them from the Tribunal.

25 Both parties indicated that they would leave the decision with me. I decided that as the weather forecast was poor, I would give a reserved decision, releasing the parties. I indicated that if I found in favour of the claimant, I would give written directions on remedy and list the matter for a remedy hearing.

26 Messrs Wilkinson and Finlay then asked to see me on the issue of **Polkey** which neither of them had addressed me on in closing submissions.

27 I advised the representatives that I believed I could make a decision on contributory conduct on the evidence I had heard and that I had enough evidence to at least give an indication of my thoughts on **Polkey** and would do this should I find in favour of the claimant on liability.

28 **Evidence and findings of fact**

28.1 The claimant was employed as Accounts Office Manager by the respondent from 18 January 2010 until her summary dismissal on 31 May 2017. The respondent is a large multi-national company supplying food

products to retail food service and food manufacturing customers in worldwide markets.

28.2 It was accepted that since 2013 the respondent had been undertaking a global transformation project that involved reorganising and migrating a number of support functions in order to create shared business services across the whole organisation. At all relevant times in this case, the respondent was embarking on such a function in relation to its accounts services.

28.3 In 2016, the respondent had reorganised its accounts function in Ireland, downsizing its workforce significantly. It was not suggested by the claimant that the redundancy consultation process that she was subjected to in 2017 was anything other than a genuine redundancy situation. Her issues were in the way that the procedure was carried out and the package on offer to her.

28.4 It was accepted by the respondent that the claimant had an exemplary work record and was a valued employee up to the discovery of the disciplinary matter for which she was dismissed.

28.5 The claimant held a position of considerable responsibility and trust, being privy to confidential financial information that was not available to managers who were higher up the organisation than she was. I therefore find that because of her position of responsibility and the information to which she was trusted to keep confidential, a greater duty of confidentiality applied to the claimant than would have applied to other managers who were not privy to such important information.

28.6 This finding is supported by the fact that the claimant was required to enter into a separate confidentiality agreement over and above the implied duty of confidentiality in her employment contract and a specific provision regarding confidentiality therein. The additional confidentiality agreement was produced at pages 58-60 of the bundle.

28.7 Part of that agreement records the claimant's agreement that:-

> "*She will not, for her own purposes or any other purposes other than those of Cargill or the group, use or divulge or communicate to any person, firm, company or organisation, any Confidential Information acquired or discovered by her relating to the business of Cargill, the group or its suppliers, customers, managers or shareholders*."

28.8 I should say at the outset of my summary of the facts in this case, that I have great empathy for the situation that the claimant found herself in. She had been at the respondent for seven years and seemingly had done a good job. To therefore have found herself at risk of redundancy and, as part of that redundancy process, to have discovered that she would not be receiving all the monies to which she believed she was entitled, must have been distressing.

28.9 I should also state that much of the evidence in this case was not in dispute and that much of my task was interpretation of agreed evidence rather than reconciling disputes of evidence between witnesses.

28.10 For most of her career, the claimant had reported to the Finance Director, Gill Brown. In 2015, when the respondent made redundancies in Ireland, the HR Manager at the time sent the claimant and Ms Brown an e-mail containing the redundancy packages for four colleagues in Ireland so that they could check the financial calculations ("The Ireland e-mail").

28.11 Ms Brown herself left the respondent's business in summer 2016 but was kept on for special projects until her employment finally terminated on 31 December 2016.

28.12 Ms Brown was not replaced and the claimant felt that she did not have sufficient skills to cover all the work that Ms Brown had been responsible for. She therefore continued to contact Ms Brown up to 31 December 2016 to ask her operational and other questions about her role. Her evidence, which is unchallenged, was that she continued to make these enquiries after 31 December 2016. She did not say, however, whether the fact that she was contacting Ms Brown after 31 December 2016 was known to the respondent at the time.

28.13 I accept the claimant's evidence that in December 2016, she had an appraisal at which she was told that the whole of the Finance Department would move to Bulgaria which meant that finance roles would be made redundant. It was suggested to the claimant that she should put herself forward for new positions. At about the same time, the claimant was asked to work on a validation sheet listing all the activities that she and her colleague, Tracey, undertook.

28.14 At this time, however, the official position of the respondent was that no redundancies were planned.

28.15 On Monday, 20 March 2017, the claimant received an e-mail from Guillermina Franco advising that a team from Bulgaria would be arriving at the respondent's office at Dalton and that the claimant and Tracey were expected to participate in "knowledge transfer" about the finance function.

28.16 As the claimant and Tracey had both been told in December that their roles were likely to be redundant, the arrival of the team from Bulgaria combined with the instruction to pass on their knowledge of the accounts system to this team must have been very disturbing for the claimant.

28.17 On 4 April 2017, the claimant and Tracey were invited to individual meetings with the respondent's HR Department and Ms Franco to be told that they were both in consultation and at risk of redundancy.

28.18 The claimant says that she was in shock, but in light of what she had already discovered or been told, I cannot imagine why she would have been shocked at the news.

28.19 In her witness statement (paragraph 11) the claimant says that the consultation was obviously not genuine and was only started retrospectively after Tracey complained to HR that she and the claimant had been required to show the team from Bulgaria how to do their jobs. On the evidence produced in this case, I cannot agree with the claimant's assertion in this regard. It is indisputable that the respondent was undertaking a major reorganisation of much of its backroom function. That

is a business decision that I am not prepared to look behind. As a result of that decision, it was not contested by the claimant that finance roles would be lost in the UK and would move to Bulgaria. That is a statutory redundancy position because work of the type undertaken by the employee was planned to cease or diminish. I can fully understand why the claimant feels that the decision to make her redundant had already been made, but I cannot find fault in the documents that lead me to the conclusion that the consultation was in anyway a sham. It was common evidence that at the meeting on 4 April, the claimant was told that she would probably be need for five or six months to effect a handover to Bulgaria. Her contractual notice entitlement was three months. The claimant believed that it was custom and practice at the respondent that those who were required to work for longer than their contractual notice period would attract an additional payment known as a retention bonus. She therefore believed that she would be entitled to such a bonus and raised this in her meeting on 4 April. Paul Harrison said that he had not heard of retention bonuses before and would go away to make enquiries.

28.20 Both representatives stressed to me in their closing submissions that context is everything in this case and I therefore pause to set out my understanding of the context of this case as at 5 April 2017. On that date, the claimant says that she was shocked and surprised at being put at risk of redundancy in the meeting on 4 April 2017. At that point, she had been given an indication that she would be needed for five or six months. She also knew at that point that it was the respondent's policy to pay people in lieu of their contractual notice on termination of employment, even when they had been given more than their contractual notice of termination. The claimant was also aware that the respondent enhanced its redundancy payments to staff by giving two weeks pay for each year of employment and removing the statutory cap on a week's pay. The claimant had asked about her entitlement to a retention bonus and Mr Harrison said he would make enquiries. I do not find it reasonable for the claimant to have expected Mr Harrison to have got back to her by 5 April 2017 which is the date upon which she sent the Ireland e-mail to Gill Brown.

28.21 I also note that on the issue of context, Gill Brown was no longer an employee of the respondent as at 5 April 2017 and had not been for more than three months. I note that the claimant copied the Ireland e-mail to her own personal e-mail account as well as to Ms Brown's personal e-mail account.

28.22 The respondent did not know that the claimant had sent the Ireland e-mail to her own account and to Ms Brown for some weeks. In the intervening period, the consultation process went on and during that process, the claimant was told that she would only be required for three months and that she would not be receiving a retention bonus. I would again stress that by the time that she was told that she would not be receiving a retention bonus and would only be retained for another three months, the claimant had already sent the Ireland e-mail.

28.23 On 11 May 2017, Mr Harrison received a telephone call regarding the claimant's behaviour at work. He made a note of the call and then typed up his notes [132]. The caller made a number of complaints about the claimant's attitude and behaviour but the only thing that is of importance to this case is that the caller told Mr Harrison that the claimant and Gill Brown got on very well and that the claimant was "sending things to Gill". Mr Harrison therefore initiated a search of the claimant's outgoing e-mails. It was not suggested by the claimant that the respondent was not entitled to make such a search. That search revealed the Ireland e-mail and another e-mail that the claimant had sent to her own home account. That second e-mail was password protected, so the respondent could not tell what was in it.

28.24 Mr Harrison was able to read the Ireland e-mail, therefore, and was concerned that a disciplinary offence may have been committed. He therefore began a disciplinary investigation. There was a planned consultation meeting for 12 May 2017 which was postponed by Mr Harrison to 15 May. At that meeting, the claimant was told that she was suspended because information had come to light that she had shared confidential information outside the business.

28.25 The claimant was invited by letter dated 19 May 2017 [163-164] inviting her to a disciplinary hearing. The letter included copies of the investigation documents.

28.26 The disciplinary hearing was held on 26 May 2017 by Ben Rogers, the respondent's European Supply Chain Manager for its premix and nutrition business.

28.27 He was supported by Jane Walker. Glen McGoldrick attended to take notes for the claimant, but not to represent her. Notes of the meeting were produced at pages 166-179 of the bundle.

28.28 Mr Rogers quickly dealt with the second e-mail after the claimant's laptop had been produced and she had unlocked the second e-mail. Mr Rogers could see that the e-mail contained financial documents relating mainly to the business operated by the claimant's husband. He took the view that information relating to the respondent had not been sent outside the business and therefore took that matter no further. I accept and agree with Mr Wilkinson's point that it would have been open to Mr Rogers to carry on pursuing a disciplinary course about the second e-mail, given the respondent's stringent policy on property and resources, particularly the third bullet point produced in the document on page 234 of the bundle. The claimant had been using the respondent's IT system for matters that were not connected to the respondent's business.

28.29 The fact that Mr Rogers decided not to take any further action against the claimant in respect of the second e-mail, supports Mr Wilkinson's submission that there was no predetermined decision to dismiss the claimant because the respondent decided not to utilise information that disclosed a breach of the respondent's policy and would have added weight to the disciplinary case against the claimant.

28.30 It is always difficult to assess evidence of claims when looking at them with the benefit of hindsight. I therefore paid close attention to what was said and what information was available to Mr Rogers at the hearing.

28.31 He confirmed that he had Mr Harrison's investigation notes [134-150].

28.32 He also had a written submission prepared by the claimant [172-173] in which she dealt with the second e-mail and then went on to make representations about the Ireland e-mail. In her submissions, she included a paragraph headed "Mitigating Circumstances". Her representations were:-

(1) The allegation was not as severe as the respondent was trying to make out.

(2) The claimant believed that the Ireland e-mail was not confidential information – it was already known to Gill Brown who had been sent the original e-mail in 2015.

(3) No ill intent was meant. There was no ulterior motive other than to obtain clarity on the redundancy process and calculations purely trying to protect the claimant's position.

(4) It would not have happened if the claimant had not felt threatened and backed into a corner due to the respondent not following the correct redundancy process and failing to undertake meaningful consultation.

(5) The claimant had found the whole process stressful and had been placed under a lot of pressure.

(6) The claimant asked to check all employees' e-mails to see if everyone had been treated consistently or if it was just her e-mails that were being checked. She also asked why they had looked at her e-mails.

(7) The claimant had seven years of exemplary employment and complete dedication.

(8) This was a single small mistake whilst under extreme tension and pressure of the redundancy process.

28.33 The notes of the meeting itself were not disputed. Ms Walker asked the claimant whether she thought it was right that the information contained names and confidential information sent outside of the company. The claimant said that, in hindsight, she did not think it was right. She was then put to her by Mr Rogers that it was almost immaterial that she thought the information was outside of Cargill's domain because the claimant or Gill Brown could have done anything with the information and that the claimant must have been aware of this. In response, the claimant said "Yes I understand".

28.34 By way of explanation, the claimant then said that she had sent the e-mail because under the stress and strain she had not thought clearly.

28.35 Mr Rogers considered his decision and decided to dismiss. He wrote to the claimant on 31 May 2017 [180-182] summarily dismissing the employee with effect from the date of the letter.

28.36 On the second page of the letter, Mr Rogers wrote that:-

> "*You were given every opportunity to explain and account for your actions at the hearing. In addition to our discussions during the hearing, you provided me with a written statement which I also considered.*"

28.37 Mr Finlay cross-examined Mr Rogers carefully about his decision making process and, particularly, whether Mr Rogers had considered the mitigation put forward by the respondent. The basis of Mr Finlay's cross-examination was to suggest to Mr Rogers that the disciplinary offence committed by the claimant was regarded as so serious that no mitigation would have saved her and therefore he failed to consider that mitigation.

28.38 Firstly, I should say that Mr Rogers robustly rebutted Mr Finlay's suggestion. He was very careful to say that he considered the claimant's case on the merits of its case alone. He refused to be drawn into making hypothetical statements about whether there were every any circumstances in which he would consider mitigation evidence.

28.39 I have to consider the minutes of the meeting and the dismissal letter of 31 May 2017. Both make it clear that the document prepared by the claimant was both read out by her and a copy provided for Mr Rogers.

28.40 The letter of 31 May 2017 makes it clear that the claimant's statement was considered by Mr Rogers. I find that Mr Rogers considered the claimant's mitigation before determining the disciplinary penalty to be imposed.

28.41 The appellant submitted an appeal dated 2 June 2017 which was largely a reiteration of the document she had handed to Mr Rogers.

28.42 She also reiterated her request for details about how her alleged misconduct had come to light. I confirmed with Mr Finlay during the hearing that the claimant was not alleging that the respondent had no right to search through the claimant's e-mail history.

28.43 The appeal was heard on 14 June 2017 by Doug Resenberg who did not give evidence. Notes of the meeting were taken by Glen McGoldrick, who had taken notes of the disciplinary hearing for the claimant.

28.44 The claimant reiterated her belief that the Ireland e-mail did not contain confidential information as both she and Gill Brown knew its contents.

28.45 The minutes of the hearing [196-199] were not disputed by either side. The claimant stressed that she was seeking clarity because it looked like she was not being treated as others.

28.46 Again, returning to the issue of context, the claimant's statement is not an accurate reflection of the context and facts at the time that she sent the Ireland e-mail. To repeat myself, at that time, no decision had been made about the claimant's eligibility for a retention bonus, as Mr Harrison had only indicated the previous day that he would make enquiries.

28.47 The notes of the hearing record that the claimant had outlined her service dedication etc in support of her case. Mr Rosenberg's outcome letter of 22 June 2017 [200-201]. In it, Mr Rosenberg says:-

> "*In the light of the information available to me, I regret to advise you that I see nothing within your appeal which persuades me to overturn the decision to terminate your employment.*"

28.48 I find that Mr Harrison did not advise Mr Rosenberg about the consideration of mitigation, only that the disciplinary offence could be regarded as gross misconduct and that summary dismissal would be an outcome of such a finding. However, I take from the paragraph reproduced above and from the fact that the claimant had submitted further submissions through her appeal hearing that Mr Rosenberg had considered the mitigation factors available and had decided to impose a penalty of summary dismissal notwithstanding the mitigation that was available. I therefore find that the respondent had genuine belief in the claimant's guilt, had reasonable grounds for that belief and undertook a reasonable investigation into the disciplinary allegation made against her.

28.49 I then turned to the issue of the disciplinary sanction imposed. I have made a finding that both Mr Rogers and Mr Rosenberg considered the mitigation evidence which included the fact that the claimant had seven years unblemished service, was under a considerable amount of stress because of the impending redundancy situation and that she believed that the Ireland e-mail did not contain confidential information because its contents were known to her and Gill Brown.

28.50 However, it was accepted by the claimant that the respondent has extremely high standards when dealing with issues of confidentiality. I have also made a finding that the claimant's responsibility regarding confidentiality was higher than other employees because of the nature of the information that she had access to. I find that the respondent's policies and the confidentiality agreement signed by the claimant are absolutely clear about the respondent's policy and the responsibilities of the claimant with regard thereto. I note that the claimant accepts that what she did was wrong but my finding is that the respondent was entitled to regard the claimant's action as a serious breach of its confidentiality policy and the claimant's own obligations of confidentiality under the implied duty, the contract of employment and the specific confidentiality agreement she had signed.

28.51 This was not the case where the fact that no harm appears to have been done is a complete or even partial defence. In that regard, I accept Mr Rogers' evidence that the act of sending the confidential information was a breach of itself. It therefore follows that I find that the decision to dismiss was within the band of reasonable responses open to the respondent.

28.52 The claimant's claim of unfair dismissal, therefore, fails.

28.53 The claimant alleges that following the appeal hearing Mr McGoldrick made two comments to her to the effect that the respondent's actions were not in line with actions taken previously by the business and that Doug Rosenberg had already decided the outcome of the appeal. Mr McGoldrick strongly rebutted this argument. On balance, I prefer the evidence of Mr McGoldrick and find that he did not make the two statements attributed to him by the claimant. The reason that I prefer his evidence is that I found him to have given a straightforward and credible

explanation of why he would not have said what he was alleged to have said and I also find that some of the claimant's evidence indicated a tendency to hear what she wanted to hear rather than what had actually been said.

28.54 Turning then to the issue of wrongful dismissal. I have to apply a different test; whether the claimant had acted in serious breach of contract entitling the respondent to dismiss her without notice. Given my findings of fact above, I find that the claimant had acted in serious breach of her contract of employment by disclosing a document that contained confidential information relating to seven former colleagues who were the subject themselves of settlement agreements that included confidentiality clauses binding both them and the respondent. As indicated in my findings above, Gill Brown was no longer an employee of the respondent and the e-mail was sent to her private e-mail address. The Ireland e-mail was also sent to the claimant's private e-mail address. It was therefore possible that this document could have led to a breach of confidentiality in respect of those employees named in the Ireland e-mail.

28.55 One of the employee's on the Ireland e-mail was mistakenly named in court. I redacted the reference to his name in my record and make no reference to it herein.

28.56 I ought to add that had I found in favour of the claimant, I would have imposed a large **Polkey** reduction and a very large contributory conduct reduction in any award made.

_____

EMPLOYMENT JUDGE S A SHORE

JUDGMENT SIGNED BY EMPLOYMENT JUDGE ON
14 December 2017