



## EMPLOYMENT TRIBUNALS

Claimant

Respondent

**Mrs A Price** -v-

**Hoyer Gas & Petroleum Logistics Limited**

### FINAL MERITS HEARING

(CONDUCTED AS A HYBRID HEARING BY THE CLOUD VIDEO PLATFORM)

Heard: **at the Employment Tribunal sitting in Birmingham**

On: **20 to 23 March 2023**

Before: **Employment Judge Perry, Mrs I Fox & Mr D Faulconbridge**

#### Appearances

For the Claimant:

**Mr Russell Bradley (Advocate)**

For the Respondent:

**Mr Chris Riley (solicitor)**

### REASONS

References below thus “[...]” are to the document number (we did not have a paginated bundle) and thus “(...)” as the context suggests to the paragraph of a witness statement or these reasons.

1. Oral reasons were given to the parties at the conclusion of the hearing on both liability and remedy. A Judgment, the text of which for the assistance of the parties is repeated below was sent to the parties on 28 March 2023:-

*“1. The claimant’s complaints of sex and age discrimination are dismissed on withdrawal.*

*2. The claimant’s complaint that she was dismissed in breach of contract fails and is dismissed.*

*3. The claimant was unfairly dismissed and that complaint is well founded. It was however inevitable she would have been dismissed by the same point. Her basic award is reduced to £807 and the compensatory award to nil.”*

#### INTRODUCTION & BACKGROUND

2. Prior to giving Judgment we indicated to the parties that in order to be able to give the parties an oral decision we proposed to relay our decision and our conclusions for coming to it rather than a full chronology of events. Having taken instructions both representatives were agreeable to that.



3. To assist the reader Mrs Price was a tanker driver employed by Hoyer to deliver, so far as concerns us, aviation fuel to a client of Hoyer, North Air. She dropped a fuelling hose on her foot whilst on North Air's site. Hoyer's view was that any incidents should have been reported immediately. She did not report it for some hours. Following an investigation she was barred by North Air from working at its sites and was dismissed by Hoyer. A chronology of the majority of the events that concerned us that the Judge prepared is attached as an appendix.
4. Whilst the claim originally involved discrimination complaints they were withdrawn. The sole remaining complaints were of unfair and wrongful dismissal.
5. An application was made at the outset by Hoyer to play an audio file and for us to view some CCTV footage. There was no substantive objection to that. We thus acceded to that request having made plain that the tests and evidential burden for a wrongful dismissal complaint were very different to that for unfair dismissal.
6. In the former the burden is on Hoyer to show on balance the employee was in breach of contract such that the employer was entitled to dismiss without notice.
7. In a claim of unfair dismissal, concerning as here conduct, the test is a different one. Unfair dismissal complaints require a consideration of what was in the ultimate decision maker's mind when the decision maker came to his/her decision. In cases where an appellate process is involved, that includes the appeal. At the first stage of an unfair dismissal claim the burden is on the employer to show on balance a potentially fair reason for dismissal. If the employer surmounts that hurdle, the tribunal has to consider if there were reasonable grounds for the employer to come to that view following a reasonable investigation. Similarly for the sanction, applied, dismissal. For those elements the burden is a neutral one and those matters are assessed using the "*band of reasonable responses*" test. The tribunal is tasked with



deciding if reasonable employer could have acted that way (even if another employer would have come to a different view).

## **THE EVIDENCE**

8. We heard from Mrs Andrea Price, Mr Simon Randall, the disciplinary officer and Mr Steve Cowperthwaite, the appeal officer. We had before us a bundle of 506 pages (both hard and e-copy). Both representatives provided written submissions that they orally expanded upon.

## **OUR FINDINGS & CONCLUSIONS**

9. Various procedural points were raised by Mr Bradley on behalf of Mrs Price. Many of them related to complaints about the investigation and/or other matters that were not raised at the time. In so far as those matters relate to Hoyer's disciplinary procedure, whichever procedure that may be (we will return to that in a moment), Mrs Price stated at various points and her appeal letter of 10 March 2021 [300] following, that she had not seen the company's disciplinary procedure. In both invitations to her dismissal and the appeal hearings, she was referred to her shop-steward to seek for that. Mrs Price was the shop-steward and had participated in negotiations in relation to pay previously with Hoyer.
10. Both Mr Cowperthwaite and Mr Randall proceeded on the basis of Hoyer's disciplinary procedure and not that which related to Mrs Price, namely the DHL procedure [92-107]. Which was the procedure that applied to her as she had previously TUPE transferred to Hoyer.
11. Mr Bradley suggests that shows Hoyer singularly failed to follow the correct procedure (if they did not know which applied). When they were asked about that, Mr Randall and Mr Cowperthwaite, the latter in particular, suggested that that was so. Nor were we taken to Hoyer's procedure.
12. The remaining procedural points that Mr Bradley makes relate to a number of issues. Those set out in points 1-6 of his skeleton, and for that matter certain others, include the failure to provide documents, the obtaining and viewing of the CCTV footage and audio, and a visit to her home that formed part of the



investigation. Had the Claimant wished to pursue those matters, she could have taken those points at the time. Similarly if she had wished to argue that individuals had made up their minds in advance, she could have taken that up with both the dismissing and appeal officers and/or objected to those officers undertaking the disciplinary process and/or appeal.

13. As to the issues raised concerning documents, any procedural matters aside, the issue concerns what those documents identified or raised that Mrs Price was not aware of and/or that did not come out in the meetings. Ultimately, in this case, the dispute was over what obligation to report Mrs Price had.
14. Mrs Price's account in relation to the substantive matters before us was that her initial account was that not aware of the duty to report incidents and to do so immediately; her training had not identified that. Further what occurred was not a major issue and was thus not reportable.
15. She ultimately accepted by the time of the second investigation meeting on the 11 February (5 days after the incident), that she was under a duty to have reported any matters, and that included not only personal injuries but for instance loading incidents or for that matter a spillage [272].
16. We need to decide therefore if that failure to report the incident immediately was a failing on her part or of her memory, if it was intentional, an oversight or a poor judgment call, given her initial account was that she was aware of the need to report accidents but not incidents
17. Her initial account in that respect runs against the grain of the industry in which she operated. It was a regulated sector. The operators concerned apply strict procedures. That is understandably so, here we were concerned with the supply of aviation fuel. Mrs Price had worked in that area for 5 years, she had undertaken induction training and refresher training.
18. Thus one of the principle issues in this claim related to what documents the investigation identified and the impact that those documents had had. Ultimately



was the investigation a reasonable one and does the absence of documents and do either cast doubt on the genuineness, or as Mr Bradley put it “*the credibility of the individuals concerned*” and/or the reasonableness of the grounds for the view they came to.

19. To that end, Mr Bradley makes many points. In addition to those above he firstly states both the dismissing ad appeal officers individuals seem to have proceeded on the basis that Mrs Price had signed a memorandum of agreement on behalf of her union with Hoyer. She had not and thus either they had not considered that despite it being one of the documents that they were referred to, or at the very least they were loose in the references that they made in their statements.
20. An argument was also raised before us over the slides that Mrs Price had seen. These related to training she had allegedly received. That dispute aside the sides Hoyer relies upon make no direct reference to incidents being reported. One has to look behind them to discern that.
21. The training record tick-sheet [223] which Mrs Price signed states that she had been trained on the matters identified and that refers to incident reporting [225] and the North Air Golden Rule [119]. That in turn refers to the immediate reporting of all incidents and Mrs Price signed to say that she had had that training.
22. As we will see save in one respect Hoyer accepted those documents had not been sent to Mrs Price at any point. The document which was sent to her included the North Air “*Golden Rule*” document [119]. The reason that is so is because the training notes were only obtained by Hoyer on 5 March [291] after the Disciplinary Hearing on 4 March [285-290].
23. The fact that those documents were sought at all emanated out of Mrs Price raising those matters at the Disciplinary Hearing. They appear to have changed the view of the dismissing officer, Mr Randall. He initially decided and told Mrs Price that the North Air Presentation slides would be excluded from his



deliberations as she had told him she had not seen them [290]. Yet he accepted orally, that in his outcome letter, [300] he took them onboard. The only change that we were referred to that could have caused that to have come about was the receipt of the training records. We find as such.

24. With regard to the documents that Mr Randall had before him and had sent to Mrs Price in advance of the dismissal hearing [278] Mr Bradley took care to clarify these with Mr Randall checking the pages in the bundle they related to. They were:-

272-277	Investigation meeting minutes dated 11/02/2021
253	Copy of North Air Safety Report dated 06/02/2021
256	Photograph of A Price foot dated 06/02/2021
257	Photograph of A Price foot dated 08/02/2021
113-121	Copy of North Air Bridger Induction
228-234	Excerpt of ADR course slides
194-216	Air BP Kingsbury & Backford Driver Agreement

25. The North Air Bridger Induction [113-121] is that which included its *Golden Rule* [119].
26. Mr Cowperthwaite [SC/27] told us that whilst he had seen the above and the following documents Mrs Price had not seen those we list below. They were not sent to her. They were :-
- The note the telephone call to Mrs Price of the 8 March from Ms French of Hoyer that was stated by Hoyer to be the first investigation meeting [258-260],
  - the documents headed "North Air Bridger Induction" albeit there is another document with the same heading [122-170],
  - Mrs Price's training record from the 25 June 2019 [223-227],
  - a document headed "Hoyer National Logistics Training Consortium ADR Course Manual dated 2019 [235-237] and



- e. the North Air Confirmation of training [243], dated 12 January 2021.
27. As we say above Mrs Price's training record was received by Hoyer on 5 March [291], after the disciplinary hearing. It arose from an enquiry from Mrs Price. Thus, Mr Randall did not give Mrs Price the opportunity to comment upon those documents or his change of stance, nor did he send them to Mrs Price.
28. We find Mr Cowperthwaite did not identify that Mrs Price had not seen those documents, or that there was a change in Mr Randall's stance.
29. Mr Cowperthwaite told us he had viewed the training records. He was asked specifically by the Judge if he had put the training record to Mrs Price. He accepted he had not. He could not provide any explanation why not. The training record was a highly relevant document. Mr Cowperthwaite had seen it. Mrs Price had not. Ultimately Mr Cowperthwaite formed a view that he did not believe Mrs Price and that she had seen and been trained on the matters that we refer to.
30. In our judgment, that being a highly relevant document, his failure to provide it to her and given the bearing we find it had on the outcome, rendered the dismissal process procedurally unfair.
31. Those we identify above were not the only failures on Hoyer's part. There were a number of others. They included :-

- a. its failures to provide the note for the first investigative meeting,
- b. Hoyer's HCC's failure when Mrs Price did call in, to refer the incident to its on-call manager, instead telling her to speak to her own manager.

(We have taken into account that this conflicts with the imperative to report and investigate quickly suggested by Hoyer. We however noted that the very same day, a Sunday, North Air emailed Hoyer seeking to know what had occurred (that response from North Air being made on a non weekday suggests the seriousness with which it viewed matters).



The failure on Hoyer's side to investigate as quickly as possible the matters Mrs Price belatedly reported, there remained an issue concerning the delay and the potential embarrassment it caused for Hoyer with its clients).

- c. the absence of an investigation outcome, and
  - d. The failure to identify and provide the correct disciplinary procedure we refer to above, at a more fundamental level, Hoyer's failure, as part of a multinational, to have a handbook or similar, that set out clearly its disciplinary rules and codes of conduct for its staff.
32. Those procedural failings aside we next to substance. Mrs Price gave her response when asked about her failure to report the matter on several occasions "I didn't think anything of it". That in our judgment suggested and we find as such that she failed to understand the effect of the requirement to report all incidents immediately. That was not as she believed a judgment call for her. Indeed she later accepted that. That was an absolute requirement in all cases, and as was plain from the *Golden Rule*, an immediate one.
33. To her credit, Mrs Price accepted by the time of the second investigative meeting on 11 February that she should have reported matters. Arguably on her account she should have realised that when she spoke to her husband/partner at about 6pm on Saturday 6 February [AP/12]. He, was a fellow tanker driver and told her exactly that. That does not explain why even so she did not tell Hoyer and instead an hour later contacted North Air. She told us that that her foot was fine at that point [AP/12]. In his contemporaneous note at 19:10 [253], Chris Freestone of North Air (70 minutes later), recorded that her foot was swollen and she couldn't walk.
34. In contrast, during the second investigation meeting by telephone on the morning of the 11 February and Mrs Price stated "*I was going to go [to the hospital] on Saturday night, but I couldn't drive, no one could look after my children, partner phoned up on Sunday, but the X-Ray Department wasn't open.*"





*With Covid it's not advisable to come into hospital and I was told to put an icepack on it and keep it elevated"* [273-274]. That supports Mr Freestone's note, that she was unable to drive, albeit another reason (that she had no one to look after her children) was stated as well. As we state below, we find what is clear is that at that point her injury was such at that point that she had contemplated a hospital visit.

35. Those statements are in issue with other parts of her evidence. Mrs Price told us that she was hoping to go into work and that was the reason why she hadn't reported it to Hoyer. In neither her witness statement, nor her responses at the Disciplinary Hearing, does she make any reference to her intention to go to hospital on the Saturday night.
36. Accordingly, we find that her account over the time as to the extent of the injury and her intentions in the early evening of 6 February are at odds. We prefer the note of North Air as to what was said and as to the extent of her injuries at that point; namely that her foot had indeed swollen and that she couldn't walk.
37. Those findings about her account of the seriousness of the injury not only impact upon her failure to report that to Hoyer at the same time as North Air in the early evening of 6 February, but her lack of judgment in relation to the view that she came to. Given she had considered going to hospital that evening, on her own account she should have reported that to Hoyer (see (16 above)) at the same time as North Air rather than waiting until shortly before her shift was due to start, 7 hours later.
38. That has not just an evidential impact but a judgmental one. Her explanation was that she was still contemplating going to work the next morning emphasises her inability to address the fundamental point that these were not decisions for her to take, but it was for her to report them to those in authority to decide on her behalf.
39. When she called Hoyer's National Control Centre (HCC) very early the next morning in the audio recording that we heard she stated that she was going to



have her foot x-rayed, she couldn't get her boots on, she'd got back to the yard and it had started to swell up. The HCC responded "*you need to speak to your manager; you should have reported it to us yesterday*".

40. Why the HCC did not refer that report direct to an on-call manager as we were told Hoyer's procedures dictated we were not told. That was unfathomable given what Hoyer portrays as the need to report without delay etc. The impact that could have had in relation is demonstrated by North Air having emailed Hoyer about the incident later that day on Sunday (7 February 2021 at 14:33 [295]).
41. That failure aside, the comments of the member of staff at the HCC marries with what Mr Freestone from North Air states:- the incident should have been reported by Mrs Price the day before, on the day of the incident. That also accords with what her husband told her. Orally Mrs Price put what her husband had said in even stronger terms than she had in her statement; "*even the slightest thing should always be reported, even a papercut and where it's happened*". Hoyer and all its managers and eventually Mrs Price all accepted that that was the actuality.
42. Whilst one of the remaining issues raised before us was what the slides showed. However, given our findings (41 above), that is not the critical issue here in our judgment. The note of the training that we have referred to identifies that Mrs Price should, or ought to have known at the time the incident occurred that it should have been reported and that Mrs Price did not do so. The consensus view that was the cases reinforces that. We find that that was a conduct issue and Hoyer was entitled to conclude as such.
43. The failures on the part of Hoyer lead us to conclude there are issues concerning training, the communication of good practice but also more generally as to the way investigations and disciplinary matters are addressed. One other matter that reinforces the need for that from both parties perspectives although that formed no part of the disciplinary process (and was not raised by Hoyer) was that Mrs Price repeatedly stated that these sorts of



incidents had happened on a regular basis. If that was so, details should have been sought about those earlier incidents from Mrs Price, and them investigated to consider if action needed to be taken against the individuals (and if Mrs Price had been aware of them to consider if she should have been disciplined for not having done so).

44. As that point was not argued we have disregarded that point entirely from our minds but mention them as they are training and learning points for Hoyer.
45. Similarly another issue that was not argued was that Mrs Price was suffering from a depressive episode related to a bereavement at the time of these events. She became visibly upset on a couple of occasions before us when talking about this and we tried to give her as much support as we could by taking breaks and so forth. It was clearly a distressing issue for her.
46. Whilst that was not argued specifically in mitigation, it could (and potentially ought) to have been. Whilst Mrs Price should have raised it, and didn't, it should have also potentially been identified and addressed had the investigation been a thorough one. There was an OH referral in the bundle [261] on the 8 February.
47. Mrs Price also raises her failure to appreciate that she was the subject of a disciplinary investigation. In that respect we do not accept what Mrs Price told us. In her witness statement [AP/17] Mrs Price said that during the telephone call at 8am on 8 February Mrs French was extremely hostile towards her and explained that she would be investigating the incident. On hearing that Mrs Price states she began to cry. Mrs Price continued "*at no point did I feel that my actions would warrant an investigation*". We find that contrary to what she said, Mrs Price was aware from that point that that this was being treated as a disciplinary matter. Her reaction to being told of the investigation supports that. Hoyer's note of that call is at [258-260].
48. Point 11 from Mr Bradley's skeleton, concerns the potential damage to Hoyer's relationship with its customer. That we find that was something Hoyer was



entitled to take account of. During the disciplinary hearing Mr Randall stated *“it’s imperative that all of Hoyer’s customers have total faith in our open and honest reporting of all incidents”* [289]. That is repeated on a number of occasions elsewhere. As to that reputational damage the incident was reported to Hoyer’s customer and not initially Hoyer. Again, that is a factor in our judgment Hoyer was entitled to take into account because it is a factor that weighs on the seriousness of the issue, namely the impact upon its business. Thus, as to sanction, that is a matter it is entitled to take into account.

49. We now turn to point 12 from Mr Bradley’s skeleton as to sanction (dismissal) and the matters mitigating against that. Firstly, when being interviewed by Ms French on 11 February Mrs Price said this:-

*“LF: Do you know Hoyer’s policy on reporting incidents?”*

*AP: No, I don’t even know what the policy is at the airport. We have an induction every year at the airport but can’t recall anything about incidents and how to report it. Same with Hoyer, nobody has told me what to do.*

*LF: What do you think would be the process in reporting an injury?”*

*AP: I would phone HCC, they have an emergency number*

*LF: It’s exactly the same process as a loading incident or MVA, it’s the same process with an injury incident like this, you have to report it immediately to HCC.*

*Do you understand the reporting procedure?”*

*AP: Yes*

*LF: When you got back to the terminal, why did you not report the incident?”*

*AP: I didn’t think anything of it. It would be exactly the same if I had a cut on my hand I would just carry on. Talking to Rob my partner and told him I didn’t report it. Didn’t think of taking my boot off to look at my foot, it wasn’t a major incident. Just the bone on top of my foot that’s inflamed.*

*LF: What considerations did you make before driving back to the terminal?”*

*AP: None, I could still drive”* [273-274]

50. Those are matters that again that impact upon Mrs Price’s judgment and our findings on her training and knowledge of her duties.



51. We have also considered the change of mind of North Air as to their view of the action required by Hoyer. Initially on the 10 February a North Air email requested that Hoyer remind all its drivers of the requirement to follow correct procedures while on site and to emphasise it was a Mandatory requirement to report any incidents to site Personnel before leaving site. This suggested that retraining was appropriate [282]. The action plan from North Air in its outcome made clear the driver was to be retrained and gave a completion date of 25 February [309]. Whilst North Air's investigation outcome was sent with a disciplinary pack we were not actually told which outcome that was as there appeared to be various versions of it.
52. On 23 February [279] (prior to the completion date for the training) Mr Gardner wrote to Ms French "*... we have made the decision that with immediate effect Andrea Price is no longer authorised or permitted to make any Deliveries to North Air (Air BP Fuel Terminal) at East Midlands Airport or any other North Air managed premises.*".
53. The first evidence that we have of North Air's change of mind was on the 22 February in an internal North Air email when Mr Gardner said that he had spoken to Ms. French and had told her that decision was highly likely [280]. Whilst he refers to having already spoken to Ms. French on the 22 February it is unclear whether he conveyed that view to her on the 22 February or before it.
54. In that internal email Mr Gardner appeared to be seeking support or approval for his decision. He set out his rationale for it :-

*"... I have been giving this incident a lot of thought and due to the seriousness of the failure to report an injury on site and the poor manual handling demonstrated by the individual I feel this driver should not be allowed to deliver to North Air at East Midlands Airport, failure to report any incident is covered in site inductions and is part of our Golden Rules both of these were ignored by the driver. Please may I iterate that this decision has not been taken lightly and without thought and I believe it is the right thing to do to ensure we maintain the highest*



*standards of safety and performance on site to protect all our staff and Operations.”*

55. That change of mind aside, which we find it was, this was a serious issue and as we say, this was a regulated sector, the impact was potentially serious, if not catastrophic, both from a safety perspective but also with regards to Hoyer’s relations with its clients for the reasons we have indicated above.
56. Ultimately, Mr Cowperthwaite formed the view that he did not believe Mrs Price, he concluded it was a breach of contract and gross misconduct. We will return to this in a moment when we deal with the wrongful dismissal claim, but we find that he was entitled to come to that view, given our findings above and based on the information before him. Whilst we found that the decision was procedurally unfair because it was in part based on the information that Mrs Price had not seen we find his belief was a genuine one and he was entitled to come to it.

## **WRONGFUL DISMISSAL**

57. We found that Hoyer has shown that Mrs Price knew, or ought to have known on balance that she should have reported the incident and how seriously such matters were treated .
58. Turning to the breach of contract issue, the balance is on Hoyer to show that there was a breach of contract and it was entitled to terminate the contract forthwith without notice.
59. There is an entitlement at common law entitlement to dismiss for gross misconduct. The disciplinary policy [96] (albeit that was a DHL not a Hoyer policy) sets out acts of gross misconduct they included :-
- *“Not reporting accidents, spillages, crossovers, or offences against statutory regulations.*
  - *Serious violation of safety procedures or regulations, whether deliberate or grossly negligent.”*



60. Notwithstanding the failure of Hoyer to specifically identify the offence here in the disciplinary policy, the list is not exhaustive and reflects the types of matters that engage gross misconduct. In our judgment Hoyer has shown, the burden being on it to do so, that Mrs Price's failure to report the incident was a breach, that the breach was serious and that it has demonstrated that it was entitled to dismiss without notice.

### **“POLKEY”**

61. Bearing in mind our determinations above, had Hoyer followed a fair procedure (which it did not), we find it would have come to the same view in any event. It was inevitable in this instance. There had been a breach of contract and it would have been arrived at the same point. Bearing in mind that there was a delay in the appeal being heard, all of the procedural failures could have been addressed in the meantime had proper procedures been followed.

### **CONTRIBUTION**

62. Mr Riley sought a 75% reduction in relation to the contributory award. Arguably, bearing in mind our findings with regards to wrongful dismissal, he could have sought 100%. Bearing in mind our determinations in relation to Polkey, the only effect that that would have would be on the basic award. Whilst a higher award might thus be warranted bearing in mind our findings, we considered that 75% is an appropriate one.

### **SUMMARY**

63. Mrs Price's dismissal was procedurally unfair. Substantively Hoyer's view was a genuine one. Had a fair procedure been followed Hoyer would have been entitled to come to that view in any event and by the same point. A 100% Polkey reduction shall be made. As to contribution we restrict any reduction to that sought 75%.

### **REMEDY**

64. The effect in practical terms in this instance of our decision is that Hoyer was entitled to dismiss Mrs Price contractually without notice and that had it followed a fair procedure, it would have been entitled to do that by the same point. Mrs



Price is not entitled to an award for either wrongful dismissal or a compensatory award for unfair dismissal.

65. We have reduced the basic award for unfair dismissal to 25%; the limit of the reduction sought by Hoyer. Given the basic award claimed is £3,228.00 a quarter of that is £807.00.

signed electronically by me

**Employment Judge Perry**

Dated: 28 April 2023





**APPENDIX – CHRONOLOGY**

[--]/03/68		C DoB
01/01/16	171	memo of agreement union
27/06/16		Continuity start DHL
01/01/17	194	memo of agreement union
16/04/18		TUPE Transfer to R
25/04/19	223	C Induction training
23/03/20		first national lockdown
06/01/21		Third National lockdown starts
06/02/21 11:50		Incident
06/02/21 13:30		C Returns home
06/02/21 19:25	AP/12 SR/25 & 40	C Report to airport
07/02/21 02:15	AP/14 SR/26 SC/65	C Report to HCC
08/02/21		C Tries to report to R
08/02/21 09:00	256	C Speaks to French
08/02/21 10:00	AP/18	C attends hospital
08/02/21 16:00	AP/19 & 258	Investigation meeting at C's home with French
09/02/21	268	Invite to investigation meeting
10/02/21	439	Signed off by GP (does not return)
11/02/21	272	Investigation meeting
20/02/21	278	Invite to disciplinary hearing (subsequently rearranged due to non avail of union rep)
22/02/21		roadmap for exit of national lockdown 3 published
23/02/21 13:06	279	Email from North Air re ban from premises
04/03/21	285	Mins disciplinary meeting (Chair: Simon Randall) Union rep Jason Richards
	253	Safety report
	263	North Air investigation (conducted by Bob Gardener between 06:30- 08/02/21 & 17:00 10/02/21)
11/03/21	302	Appeal
10/03/21	300	Dismissal letter. NB C concedes received via email received 14:30 that day [305]
23/03/21	307	Incident log
31/03/21	317	Invite to AH
12/04/21	318	Mins AH (Chair: Steve Cowperthwaite) Union rep Jason Richards
13/04/21	328	AH outcome