



EMPLOYMENT TRIBUNALS

Claimant: Mr P Edwards

Respondent: Harman Technology Limited

Heard at: Manchester (by CVP)

On: 17-20 & 23-24 February 2026

Before: Employment Judge Phil Allen
Ms M Plimley
Dr B Tirohl

Representation

Claimant: In person

Respondent: Mr R Powell, counsel

JUDGMENT

The unanimous judgment of the Tribunal is that:

1. The claimant made the following protected disclosures (based upon the numbering of the alleged disclosures used in the list of issues):
 - 1.1. disclosures five and seven in the grievance meeting on 29 September 2020;
 - 1.2. disclosure eleven in the grievance appeal letter of 3 November 2020;
 - 1.3. disclosures twelve and fifteen in the grievance appeal meeting on 11 November 2020;
 - 1.4. disclosure nineteen in the welfare meeting on 4 January 2021; and
 - 1.5. disclosure twenty-three in the dismissal appeal outcome meeting on 2 February 2021.
2. The other alleged disclosures were not protected disclosures.
3. The complaint of being subjected to a detriment for making a protected disclosure is not well-founded and is dismissed

REASONS

Introduction

1. The claimant was employed by the respondent from 2 July 1990 until 6 April 2021. His substantive role at the end of his employment was Process Controller (although the claimant had undertaken a secondment and additional or different duties as described in more detail below). The claimant alleged that he had made twenty-four protected disclosures to the respondent: two in 2017; and the remaining twenty-two in the period from 17 September 2020 to 2 February 2021. The claimant also alleged that he was subjected to sixteen detriments (some of which included alleged sub-detriments) as a result of having made those alleged protected disclosures. The respondent denied that the claimant had made any protected disclosures, had suffered any detriments, or that any detriments were as a result of any of the alleged protected disclosures.

Claims and Issues

2. The case has a very long and complex history, which we will not endeavour to reproduce or summarise in this Judgment. Many of the claims which the claimant had brought, were not claims which we needed to determine. The only claims which we needed to determine were the claims for detriment as a result of having made a protected disclosure. Amongst other things, we did not need to determine a claim for automatically unfair dismissal under section 103A of the Employment Rights Act 1996 (as that was struck out on 9 November 2023 (178)).

3. For the start of this hearing, the respondent had provided a list of issues. The twenty-four alleged disclosures reflected what the claimant had recorded in further and better particulars provided in February 2022 (111). The sixteen alleged detriments reflected what the claimant had said in further and better particulars provided in January 2022 (100). At the start of the hearing, the claimant confirmed that those were the issues which we needed to determine. That list of issues is appended to this Judgment.

4. We confirmed at the start of the hearing that we would initially determine the liability issues only, with remedy issues to be left to be determined at the end of the hearing, if we needed to do so.

Procedure

5. The claimant represented himself at the hearing. Mr Powell, counsel, represented the respondent.

6. The hearing was conducted by CVP remote video technology with both parties and all witnesses attending remotely. The panel sat in Manchester Employment Tribunal. The decision that the hearing should be conducted by CVP remote video technology had been decided by Employment Judge Ainscough at the end of a Dispute Resolution Appointment conducted on 23 January 2026 (at which case management orders had also been made), as a reasonable adjustment for the claimant.

7. We were provided with a substantial bundle of documents of 1287 pages. Where a number is referred to in brackets in this Judgment, that is a reference to the page number in that bundle.

8. On the first morning of the hearing there was a conversation about the documents which we needed to read. After the initial discussion, we spent the remainder of the first day reading the witness statements provided and relevant pages in the bundle. We read the documents referred to in witness statements. The claimant had also provided us with four documents very shortly before the start of the hearing (they were not available to the Tribunal during the initial discussion), including a skeleton argument, and we looked at the documents to which the claimant referred us in those documents. We also read any pages in the bundle to which we were referred during the evidence.

9. On the first morning, we confirmed with the claimant whether there were any reasonable adjustments which the claimant needed us to make to the way in which the hearing was conducted, to enable him to take a full and active part in the proceedings. The claimant did not identify anything specific required, explained that he would try to continue as normal, and said that sometimes his brain does not work and he would let us know if that happened. We confirmed that he could request a break if he needed to, and in fact we took additional breaks during the hearing as we considered appropriate. At the start of the second day, the claimant explained that if he had an issue with his heart he would need to stop, and we agreed that if he raised his hand then we would stop and take a break as we would understand that was why the claimant was asking.

10. We were provided with witness statements from the witnesses called to give evidence.

11. We heard evidence from the claimant, who was cross examined by the respondent's representative, and we asked him questions. His evidence was heard from the start of the second day until late morning on the third.

12. We heard evidence from each of the witnesses called by the respondent. They were each cross-examined by the claimant, and we asked questions and they were re-examined where required. Their evidence was heard from late morning on the third day until late morning on the fifth. The witnesses from whom we heard for the respondent were:

- 12.1. Mr Kevin Hodgson, head of manufacturing;
- 12.2. Mrs Janet Mottershead, shift manager in the M14 section of the sensitising department;
- 12.3. Ms Janet Langley, HR manager; and
- 12.4. Mr Giles Braithwaite, sales and marketing director (and the person who heard the claimant's appeal against the outcome of his grievance).

13. We did have some technical issues during the claimant's evidence, primarily because his microphone occasionally ceased to work effectively meaning that briefly he could not be heard. On the occasions when that happened, the claimant was told and he was on each occasion able to rectify the issue. The Tribunal also had an issue at the end of the second day when we could not be heard at all by the parties. As a result we ended the hearing slightly earlier on the second day than we would otherwise have done, and the issue was resolved by the third day. The respondent's counsel and attendees had an issue on the third day when they disconnected briefly during the afternoon. Both parties apologised for their

technical issues when they occurred (as did we); we entirely understood that such issues arise with video hearings.

14. After the evidence was heard, each of the parties was given the opportunity to make submissions. They each provided written submissions before the start of the fifth day. The claimant's written submissions consisted of five separate documents which we understood he asked us to read together. We took an extended break between the end of the final witness and the start of oral submissions. Unfortunately, as soon as the respondent's representative began his oral submissions late on the morning of the fifth day, there was a fire alarm and building evacuation in the Tribunal building (which resulted in us needing to end the hearing for that morning). We therefore heard the respondent's oral submissions (supplementing the written submissions), at the start of the afternoon of the fifth day. The claimant was given the opportunity to make additional oral submissions but decided that what he had wanted to say had been provided in the written documents.

15. We decided to reserve our Judgment. We used the remainder of the fifth day and the sixth day to reach our decision. This document contains our Judgment and the reasons for it.

Facts

16. The claimant worked for the respondent from 1990. We were told by the respondent's witnesses that he was a very good employee. Mr Hodgson described him as an ideal employee with whom he had got on well. Mrs Mottershead said in evidence he was both an excellent and a brilliant employee and a genuinely lovely man.

17. We understood that the respondent has a whistleblowing procedure. Perhaps surprisingly, we were not provided with a copy of it and were not referred to it. We also understood that the respondent has a grievance procedure, but neither party referred us to it.

18. In the notes of internal meetings and during our hearing, the claimant raised historic matters which it is not necessary for us to record or address when determining the issues we needed to decide.

19. The claimant's role with the respondent changed over the time during which he was employed, something very helpfully illustrated in a graph which the claimant prepared. He started in a junior position in July 1990 and progressed to grade 7.2 as a Process Controller in or around 2003. As a result of a large-scale redundancy exercise and to avoid being made redundant, the claimant accepted a demotion in 2003, a process and decision about which he was clearly still unhappy. For a number of years, he acted up on secondments as a Process Controller, in between periods when working at a more junior level. In July 2012 he was interviewed alongside a colleague and the decision was taken for them to share the role on a temporary basis, when he was seconded into the role on a temporary basis. The claimant was permanently appointed as a Process Controller in or around 2014. The claimant's substantive role at the material time was Process Controller.

20. Within his role, the claimant assisted the engineering team with work on the CMMS system. The legacy system was Coswin. The claimant's evidence was that he did so from 2006 onwards and, over time, he took on greater CMMS responsibilities.

21. It was Mr Hodgson's evidence that there had been issues with the Coswin system, and by 2009 it was realised that there were some weaknesses with it. A decision was taken to retain the Coswin software but not have support packages. It was his evidence that the business had a valid licence to use the software as a perpetual licence was granted when the software was purchased, but the business could not access the support packages. The claimant disputed Mr Hodgson's evidence that the business still had a valid licence.

22. We were provided with an email (1286) from Laurent Cretot, the Director Commercial for the Siveco Group, the company through whom the respondent had obtained and maintained the Coswin system. The email was relatively recent (5 March 2024) but referred to matters as they existed in or around 2009. In that email, Mr Cretot said:

"You bought a licence which does not have an end date, you can you it as long as you want with the number of users bought (5 access) in the release boight (6.2). When the maintenance contract was valid this maintenance contract gave you the opportunity to have the updates of the software"

23. We were provided with an email from the claimant to Andrew Collins sent on 22 February 2017 (324). In it the claimant said:

"I've just found this old document. The way I understand it the service contract includes the yearly license I can't find any info as to what we actually paid the last time we had a service contract"

24. Mr Collins replied on the same date (325), saying that the last time the respondent paid for a service contract was 2008 and he gave the cost.

25. In the list of issues as the first alleged disclosure, it was recorded that the claimant verbally informed Ron Jones (the engineering manager), Kevin Hodgson (the manufacturing manager) and Mike Cleaver (the maintenance manager) of that information and of correspondence with the vendor and he stated something to the effect that breach of licensing for database software systems such as this can come with huge penalties and that someone needed to look into this further. He also said that he printed off some documentation from the internet highlighting such penalties (but we were not provided with copies of what had been printed off).

26. In his witness statement, the claimant said that in or around 22 February 2017 he raised concerns to management, including Mr Jones and Mr Hodgson (Mr Cleaver was not mentioned) about Coswin licensing, support, and legality risk. He said that he explained that vendor assistance required evidence of licence/contract and that they could not be produced, creating risk of unlawful use. The claimant's statement did not detail exactly what was said at the time and he did not recount all that was included in the list of issues as having been said.

27. In cross-examination, the claimant explained that at the time in 2017 he was not aware of many of the things of which he is now aware, and at the time he just thought this was something management needed to correct. When asked about the precise terms detailed in the allegation in the list of issues, he said that was to do with legal terms that he had put in for the Employment Tribunal and he said he certainly would not have put it like that for himself at the time. He explained that the information which he had found out at the time was something which could be costly for the company, which is why he informed management. He described both

of the alleged disclosures from 2017 as being merely information. He described that the company's business was the company's business.

28. We did not hear evidence from Mr Jones or Mr Cleaver (there has been some turnover of senior staff at the respondent since 2017). We did hear evidence from Mr Hodgson. It was his evidence that he could not recall the claimant ever saying what was alleged in the list of issues or mentioning concern about the licence for Coswin at all. He did, however, recall the claimant asking why the business no longer paid for the support packages for Coswin as the claimant found the support helpful and he said that the claimant was upset about the decision.

29. The second alleged disclosure was stated in the list of issues to have occurred on or around 15 March 2017 and was verbal to Mr Jones, Mr Hodgson and Mr Cleaver. What was said was that the claimant had been asked to produce a technical specification for the requirements of the new CMMS System and the claimant had stated something to the effect that some of the PCs were still running Windows XP and dated Oracle database software, the software was old, unsupported, a risk to the integrity of the network and would require updating to run modern CMMS software. The claimant's witness statement said that, around the same time as the first alleged disclosure, the claimant raised concerns about legacy IT infrastructure underpinning the CMMS and the need for modernisation in order for any replacement CMMS project to be properly supported. In cross-examination, the claimant said that the date came from a report and he could not recall whether the verbal disclosure had been made on the same day. He said that what he provided was a private problem for the company if it did not address it.

30. Mr Hodgson's evidence was that he recalled the claimant raising the issue with him at the time as the claimant was looking for alternatives to Coswin, and the claimant had advised what upgrades needed doing to software to enable a modern CMMS to be run. It was also Mr Hodgson's evidence that he was confident that at no point did the claimant raise concerns about the licence for the software.

31. In May 2017 the claimant visited his GP with what was recorded by the GP as being stress at home. The history in the notes (1217) all related to personal matters (as opposed to work matters).

32. In 2018 the respondent took the decision to purchase new software (Agility) to replace Coswin. Mr Jones asked Mr Hodgson to free up the claimant's resource to work on the implementation team and, from October 2018, the claimant was formally seconded on a full-time basis to the Agility team, with his role being to implement the system and input the respondent's maintenance data onto it.

33. A job evaluation exercise was undertaken by the respondent. It was not entirely clear the dates when it occurred. It was the evidence of Mr Hodgson that it occurred in 2018 and 2019. We were provided with a job description for the role of Process Controller which was signed by the claimant (410). The job evaluation was implemented in 2020, while the claimant was absent due to his health. The claimant was critical that the role he undertook including CMMS work was not evaluated. It was the evidence of the respondent's witnesses that it was the substantive role which would have been evaluated. It was Mrs Mottershead's evidence that by the time the process was implemented, the Agility work had ceased and so it would not have been appropriate to evaluate that work in any event.

34. In early 2019 the respondent recruited a new Engineering Manager to manage Agility, Chris Hanson. He left the respondent after only three months. It was clear that the claimant did not agree with decisions made by Mr Hanson during that period. We also

35. In April 2019 the claimant's secondment to the Agility project was extended for six months. From the evidence of Mrs Mottershead, it appeared she agreed to the extension after it was requested. It was her evidence, when being cross-examined, that she would not have agreed to the extension had she known then what she knew now, but she did not know those matters at the time.

36. The claimant was not provided with any documentation which confirmed his secondment or the duties he was undertaking. That was clearly an issue of significant concern for the claimant, albeit that there was no evidence that he raised it at the time. The claimant contrasted his treatment with that of the two individuals who had acted up as Process Controllers during his secondment, for whom there appeared to be no dispute that their secondments had been documented. The respondent's witnesses explained the difference as arising because there was a pay increase associated with the other individuals who acted up and there was not one for the claimant. On pay, the claimant believed that he should have been paid more for the additional duties which he undertook, but the respondent denied that he should have been and highlighted a shift allowance which he continued to be paid throughout his secondment even though he was no longer undertaking the shift pattern for which the allowance was paid. There was no evidence that the claimant raised the issue of pay at the time.

37. On 2 May 2019 the claimant texted Mr Parkin. His message said (471) *"Bloody work politics really starting to piss me off mate!! I'm f**cking fuming [cross face emoji] Need a chat ..."*. There was no evidence that Mr Parkin provided or showed the message to anyone else.

38. On 3 May 2019 the claimant sent a message to Mr Cleaver. It was not clear whether Mr Cleaver was still employed by the respondent at the time. The claimant's message (472) said *"Nearly blew my lid again.... Bloody work politics!!!!!"*

39. On 10 May 2019 Mrs Mottershead and Mr Parkin met with the claimant. She made handwritten notes (654). The claimant disputed that the notes were genuine. Mrs Mottershead's evidence was that it was difficult to recall what was said during that meeting so long ago, but she did believe that her notes accurately reflected what was discussed (and she would not have left anything out on purpose). It was Mrs Mottershead's evidence that the meeting was arranged because the claimant was working at unusual times. The notes recorded the claimant as explaining what had occurred with reference to helping a good friend with their child who had mental disabilities. The notes also recorded that it was explained to the claimant that he was using all of his holidays as he was not completing his contractual hours each week. The notes recorded the claimant as agreeing that he would try and come in earlier and try to complete his contractual hours, but the claimant asked to bear with him for a short time, to which the attendees was recorded as having agreed. The notes recorded the claimant as having been asked if there was anything else and having said no.

40. On 16 May 2019 the claimant sent one or two lengthy messages to Mr Cleaver about his work frustrations (481). Within the messages the claimant said

"Maybe I should have gone freelance and you could of billed me for all Coswin work. We would have been millionaires".

41. On 17 May 2019 Mr Hodgson met with the claimant to obtain his view on the Agility project. The meeting was noted (482). Those notes recorded that the claimant did not believe that he had been listened to throughout the project. He was critical of some decisions which had been made. The claimant told Mr Hodgson that he wanted to see the project through. It was Mr Hodgson's evidence that he could not recall the claimant saying anything regarding concerns over licences, nor the claimant tell him that he was feeling anxious or stressed.

42. On 3 June 2019 the claimant exchanged text messages with Mr Parkin, a shift manager. He described a friend's seizure and how distressing he had found it (488).

43. It was the claimant's evidence that he had (what he described as) a nervous breakdown on 2 September 2019. The claimant commenced an extended period of absence from work from that date, from which he did not return.

44. We were provided with a number of text messages exchanged between the claimant and Mrs Mottershead on that date (523). Mrs Mottershead sent the claimant a message at 12.18 saying that she was really worried about the claimant and asking where he was and whether someone was with him. The claimant responded at 13.28 and said:

"I'm sorry you had to listen to that I'm cool now cheers. Feel like that everyday but normally the tablets prevent it from getting out. Will call docs and see what they advise. Think I need to up the dose unfortunately. Got up broke down. Eventually got to work n broke down again so drove straight out"

45. Mrs Mottershead responded nine minutes later and told the claimant not to worry. She asked if there was anything that the respondent/she could do? In answer to her question whether it was work related or personal, the claimant replied at 13.50 (in a text message we considered to be important):

*"Nothing to do with work, you and Bill have been amazing and thanks for that. Just same old personal sh*t"*

46. On 2 September 2019 the claimant had a telephone consultation with his GP. The notes recorded low mood (1228). The history recorded the recent trigger as being a specific personal matter.

47. The claimant exchanged text messages with Mrs Mottershead and Mr Parkin from 4 September which were included in the bundle. What was said by Mrs Mottershead and Mr Parkin was entirely appropriate. On 17 September, the claimant confirmed that the Doctor had said it was now anxiety and depression and said he was devastated.

48. On 16 September 2019 the claimant visited his GP and the notes recorded him as having anxiety with depression (1216). In the history it was said that the claimant was currently time off work and it also helped, but nothing within the history recorded the cause as being work-related. The document detailed the claimant's history and detailed a number of sensitive personal matters, but made no reference to work as being a causative factor.

49. On 30 September 2019 an email was sent to a large number of people headed “ERP – SME Briefings” (810). It detailed the roll out of the new ERP system. The claimant did not see the email at the time as he was off work and not looking at his emails.

50. The respondent introduced a new site-wide system called CSI. That was not a CMMS as it covered a much wider remit, but maintenance management was included as part of it. It was Mr Hodgson’s evidence that there was a debate in the business whether or not to run Agility alongside CSI or whether to solely use CSI, but ultimately the decision was made to use only CSI. The claimant was unaware of that decision at the time as he was absent on ill health grounds and he was not informed. The claimant only became aware of the decision in July 2020.

51. On 11 October 2019 the claimant had a telephone assessment which was documented (533). The claimant said that was to decide whether he could access group counselling (which he subsequently received).

52. An occupational health referral was made on 2 December 2019 by Mrs Mottershead. It appeared to have been made in an email (1168/1170). The claimant complained about what was said in that referral. The claimant did not see the referral at the time. He became aware of what was said much later. We were told that it was the respondent’s usual practice not to provide individuals with copies of the referrals made. The referral began by explaining that the claimant had been absent from work since 2 September 2019 and had been diagnosed with a nervous breakdown, anxiety and depression. Some information was provided including details of what the claimant had described in some of his text messages. The controversial content said the following:

“In general chat he would tell us that he camped in the garden, at his Mums, of an evening and weekend, shooting rats!”

53. The claimant did not dispute that factually what was said was accurate. He did however believe that it needed to be considered in context and with the knowledge that he had shot rats since he was very young and there was a rat problem. He was however concerned about the impression that what was said would give. Mrs Mottershead’s evidence was that it was something which the claimant had openly discussed in the canteen shortly before his absence and which she thought was not usual for him.

54. An occupational health report was provided to the respondent by an occupational health adviser, dated 3 December 2019 (544). The report recorded that the claimant had consented to the report being provided to human resources. In the background section of the report, various personal matters were referred to, but the report contained no mention of work being a factor which had caused the claimant’s mental ill-health. The occupational health advice and recommendations addressed matters outside work but did not address any workplace matters.

55. On 14 January 2020 an occupational health report was prepared by the occupational health adviser following a telephone consultation (553). That report focussed on the claimant’s treatment and difficulties in obtaining counselling. It said that the claimant had stated that his symptoms were only slightly better. It made no reference to work related matters.

56. We were provided with text messages exchanged between the claimant and Mrs Mottershead between 24 January and 5 February (563) in which the new

grade structure was raised with the claimant, and it was arranged to send him information about it. The claimant contrasted Mrs Mottershead's willingness to contact him while absence about the new grade structure, with her not doing so about what had happened with the Agility project. Mrs Mottershead explained the difference with reference to the fact that the claimant's pay was about to increase because of the new grade structure and she needed him to know that the additional pay he would receive was not an error.

57. On 19 February 2020 Ms Langley completed a management referral for occupational health regarding the claimant. We were provided with the detail of what she said. The claimant did not see the referral at the time. We were provided with what was said (651). Amongst other things the following was said (being the information included to which the claimant objected):

"In the early stage of his illness, we believe that he was shooting rats in his garden and he has also advised that, whilst driving, he can find himself miles away from where he meant to be"

58. Ms Langley's evidence about how this came to be included in the report was somewhat confused or misleading. Initially, in answers to cross-examination, she said that she thought it had been said to her directly (albeit at the time of the referral Ms Langley had not met with the claimant). After further questioning, she accepted that some elements of the referral could have been based on what Mrs Mottershead had told her.

59. On 29 February 2020 a home visit was undertaken by the respondent's occupational health adviser and a report was prepared (569). That report was more detailed than the previous reports. It included details of both the claimant's physical issues and his mental health issues. In the background section, there was reference to personal difficulties dating back to 2016 as leading to the claimant seeking support for his mental health. It was said that due to the severity of the claimant's current symptoms, he remained unfit for work at the time and it was not possible to predict how long his recovery would take.

60. In March 2020, as a result of the Covid lockdown, the respondent largely ceased to operate for a number of months.

61. On 2 July 2020 the claimant had a telephone consultation with his GP. The notes recorded the claimant as having mixed anxiety and depressive disorder (1223). The history recorded various matters including the claimant being angry with the world for various reasons including his job.

62. A conversation took place between Mrs Mottershead, Ms Langley and the claimant on 14 July 2020. We were not provided with any notes of what was said.

63. On 15 July Ms Langley sent the claimant an email thanking the claimant for being so honest in what he had said the previous day and detailing various matters which it appeared had been discussed (592). It was said that Mrs Mottershead and Ms Langley had explained to the claimant that his company sick pay was due to expire at the beginning of September. Permission to contact the claimant's GP was sought. The email went on to say:

"As I'm sure you are aware you have been absent from work since September 2019 and the company now needs to take a view as to how much longer it is able to wait for your return to work. As discussed

yesterday, it would be remiss of me not to advise you that, one of the options the company has to consider is the ending of your contract if there is no likely date of your return to work in the near future. However, this is the least preferred option ..."

64. It was the claimant's evidence that he had a panic attack upon receipt of the email.

65. A part of the conversation was that the claimant's company sick pay was to expire on 7 September 2020. It was Ms Langley's evidence that for forty weeks of absence the claimant had received statutory sick pay topped up to full basic pay including shift allowance. Ms Langley could not recall if the claimant had also received a period of furlough pay, albeit it would appear that there must have been something which extended the sick pay as it was paid over a period which exceeded a year (from absence until it ended).

66. On the evening of 15 July, the claimant exchanged messages with Mrs Mottershead. In his first message the claimant said, *"This is doing me no good, trying to think and reply but heart going like clappers"*. In a later message he said *"Work stuff right now is not doing me any good. Thinking about it etc."*.

67. On 17 July, the claimant exchanged text messages with a trade union official (594). The official informed the claimant that he had had a few informal chats with the company about the claimant's situation and he was concerned going forward. The claimant responded to say that the last thing which he wanted to deal with right now was work, but he could do with Union assistance.

68. The claimant also emailed Ms Langley on 17 July in response to her email (596). His email initially focussed on his personal issues, before addressing work matters. Amongst other things he said:

"Now I am faced with thinking about future prospects and work etc. This opened a can of worms in my mind, issues I've previously brought up and had many conversations over but still not resolved. With time and other priorities on my mind they became sidelined or less important. Now I'm faced with quantifying my work possibilities and I flipped. Heart racing and panic attacks"

69. Ms Langley replied on 22 July (598), within which she said:

"I cannot begin to understand how difficult things must be for you at the moment and only wish there was something I could do to help. I am sorry that speaking to you about work has only worsened the situation for you. However, I did not think we could allow much more time to pass before discussing how you were and what the plans were for helping you to move forward"

70. On 23 July the claimant texted the trade union official (599) and said:

"Think I need legal advice on this one mate, "the penny finally dropped". Maybe even police....!"

71. Within the bundle was an email from a redacted person to the claimant's trade union official (1134) of 23 July. The writer said that they were pleased to know that the claimant was involving his union as he was clearly not well and

needed someone to support and guide him. It said that it would probably be best to get together on the union representative's return from shutdown, but the writer had had a long chat with the claimant on Zoom. It was said that they would catch up when back on site. On 4 August a further message from a redacted person said that a meeting had been put in the diaries for Tuesday for a chat about the claimant and where they were up to (1135). Ms Langley said that she never met with the trade union representative about the claimant and she was not the redacted writer of either of the emails. We understood that the redacted version had been provided by the trade union, and neither of the parties to this hearing had unredacted versions of the emails.

72. On 24 July the trade union official emailed the claimant and said *"lets start letting the company know a lot of whats the matter is work related stress resulting from what you told me"*. On 25 July, the official provided further advice in an email (604):

"Unfortunately with work you have to make it blatantly obvious that work has contributed to you being in the position you are in, work have a good way of deflecting away from them."

"But regardless if the time off sick surpasses your sick and holiday pay then i believe they will make a difficult decision about your employment which i would like to avoid and somehow get you back into work from now until then"

73. A different trade union official emailed the claimant on 27 July (608). It was the claimant's evidence that he did not consider the trade union advice to be good advice and he sought his own advice soon after.

74. On 11 August Ms Langley emailed the claimant (622) asking about whether the company could help him get back to work. She proposed a meeting with a meeting date. She also said:

"You may recall that you recently mentioned that work was adding to your current stress. It is difficult to know how to address this without increasing your stress, but we will need to talk if we are to find a solution. I should also like to remind you that your entitlement to sick pay is due to run out on the 7th September and I would like to meet in advance of that"

75. On 12 August 2020 the claimant emailed his trade union representative and asked him to raise matters as a grievance (there was no evidence that he did so). The claimant exchanged text messages with his representative (613) in which the representative told the claimant that he should have been in a meeting on Tuesday regarding his situation but was on holiday, so that would happen on his return now. Mrs Mottershead, Ms Langley and Mr Hodgson were named as those with whom the representative was to have met. The respondent's witnesses denied that a meeting took place.

76. On 13 August the claimant emailed Ms Proctor, the head of HR, and asked her to raise his matter as a grievance or what he described as a protected disclosure discussion. In response, the claimant received an out of office message which said Ms Proctor was out of the office until 27 August. Later, on the same day, the claimant sent a very similar email to Ms Langley. He ended the email saying the following (616):

"I have repeatedly hit a brick wall of silence on this and now believe I am being victimised and forced out of my job.

Could you please raise this matter as a "Grievance" and/or "Protected disclosure discussion" as all other attempts to resolve the situation have so far failed"

77. On 17 August the claimant was informed by Ms Langley that the occupational health provider had been changed

78. On 17 August the claimant emailed Ms Langley and explained that he had requested that his trade union representative raise a grievance on 12 August but he had been told that was not possible because he was on holiday, and he had emailed Ms Proctor on 13 August but received her out of office. He chased up his email to Ms Langley of 13 August. Ms Langley replied to say she had already replied by post but had realised the letter had only gone out that day. The letter (621) sought the claimant's consent to an occupational health referral and proposed meeting to discuss the grievance/protected disclosure discussion.

79. On 25 August the claimant exchanged text messages with his trade union representative. Within the messages (623), the representative told the claimant *"spoke to company regarding a phased return to work over a longer period of time if your in a position from now to then to return even if its a few hours a day"*.

80. The claimant did not attend the meeting which Ms Langley had proposed on 26 August, and she proposed a new meeting in a letter of 27 August (626). That meeting was due to take place on 2 September. On 2 September the claimant exchanged messages with his trade union representative, in which the representative explained that work had rung him saying they had tried to arrange a meeting with the claimant and enquiring whether the claimant wanted him to be available. The claimant replied by saying he was going to have a mental breakdown with this and was shaking. The claimant emailed Ms Langley (628) referring to a history of work issues and his health. He said that he had been in self-isolation since well before the Covid lockdown and asked to arrange another Zoom meeting to discuss this further. He apologised for the late reply and said *"I am being put in an impossible situation forcing my head to function when it will not!"*.

81. Ms Langley replied on 2 September and said that she was on holiday from 3-14 September (634). She said that Ms Proctor would be available from 7 September, but Ms Langley would be happy to meet on her return. A Zoom meeting was arranged by Ms Proctor but the claimant did not attend (he said that every time he thought about work he hit the roof) and text messages were exchanged (640). The claimant had a discussion with Ms Proctor on 11 September, which was confirmed in an email (642). In that email it was confirmed that the claimant had asked for his grievance to be dealt with formally and a grievance hearing would be arranged. Ms Proctor also referred to her request that the claimant would attend an occupational health assessment as a home visit and said *"Whilst you did not refuse this request, equally you would not agree to be seen until you "get the answers" you need from your grievance"*.

82. On 14 September Ms Langley wrote to the claimant and explained that his grievance would be heard as a virtual (Teams) meeting with Mrs Mottershead and herself on 17 September (649).

83. Grievance meetings took place with the claimant over a number of days. All were recorded and we were provided with the transcripts. The grievance meetings were conducted by Mrs Mottershead and Ms Langley. A meeting lasted for one hour and three minutes on 17 September (656), one hour and seven minutes on 23 September (677), and one hour and thirty-eight minutes on 29 September (709).

84. During his answers to cross-examination, the claimant was very dismissive of HR's involvement in the grievance. He emphasised that he had been employed by the respondent for thirty years and had never needed to deal with HR. He also was critical of the fact that those hearing the grievance did not know the detail about the role he had fulfilled and the matters about which he was raising issues already. He described that when he knew who was involved, he knew that he was being HR'ed out the door. The claimant said that it was his belief that both the grievance process and the appeal process were a farce.

85. When they started the grievance process and began to conduct the first grievance meeting, Mrs Mottershead and Ms Langley did not know of the claimant's first and second alleged disclosures and they did not know what he wished to raise in his grievance as no written grievance detail had been provided in advance (which the claimant accepted in cross examination). It was Ms Langley's unchallenged evidence in her witness statement that she was not aware of any concerns which the claimant had about work until 17 July 2020 and the claimant confirmed in the meeting on 23 September 2020 that he accepted that Mrs Mottershead and Ms Langley were unaware of a lot of the things which he was unhappy about, which stemmed back several years.

86. In her evidence, Mrs Mottershead observed that the claimant was clearly very ill during the meetings and it was difficult to apply any real logic to what he was saying. From reading the transcripts, we entirely understood that evidence and would observe that what the claimant said did not follow a logical or easy to understand approach.

87. The claimant's third alleged protected disclosure was at the meeting on 17 September 2020. What was recorded in the list of issues included what the claimant said in two passages, with Ms Langley endeavouring to speak in between. What the claimant said was (659) at 13:46:

"They do this and Health and Safety Executive, for example, go on to their site, look for their advice on stress at work, and preventing stress at work, and then if you didn't catch the prevention stage what do you do afterwards? I haven't had any of that. We've got ...

*Sorry just a minute ACAS, do exactly the same. They've got a same set of failure mode techniques, same that the councillors use all very similar tried and tested. You do their failure mode, we've failed, failed on the health and safety one, hadn't had anything there, things there would have helped this situation. Obviously, like I said before, Mike had problems in this role, I have now had problems in this role because of interference from people that don't want to know anything about that things that we've been doing for years and leave us to get on with things. And then right on the last minute. In fact, when I looked back, I was just look back at the date and within a month of me producing the first job out there, had I got all sorts of sh*t off everybody, absolute nonsense. Which is, when I show you, one bit it will take me ages to do it, but I'll put it all down on a spreadsheet because I've got them all on*

different spreadsheets and when I put all together, you can see then of all the information that I've got off people like Ron, Chris, and Andy it's just totally bizarre to the evidence of what was done ...

[sometime later in the discussion (662), the claimant went on to say] You don't know you can't say why did you have a breakdown? Oh, I know. You just whatever you think is on your mind at the time that's what you believe is your breakdown until you get the professionals who break it down, we do failure mode at work. I do failure made at work, you know. And that's why you do these failure modes because that finds out what the issues are. And that's why we should have them at work. And they are in place, but they've not been done in this case. That is what I'm Saying"

88. During the 23 September meeting there was a discussion about confidentiality (692). The claimant said that he was getting text messages from people saying how was his back and he asked where that had come from? Ms Langley reassured the claimant that there had been no breach of confidentiality and Mrs Mottershead said the same. Mrs Mottershead asked whether the information could have come from Tony who had been to the claimant's house to collect things. The claimant said it was confusing because he'd had messages from him asking how was his back, when he knew it was not public knowledge. He asked why it was that he was getting messages asking how was his back, when he had had some sort of breakdown. Ms Langley said that she could not answer that. Mrs Mottershead said she could not answer it either.

89. The claimant alleged that eight of his alleged protected disclosures were made during the grievance meeting on 29 September 2020.

90. At 54.13 (726) the claimant was recorded as saying the following (alleged protected disclosure four, being the second part of this):

"Is it my protected whatever we call it characteristics my is it that well that's one obvious thing that you know, you know, you've got to look at that. So yeah, I've got to explore everything at this moment in time. Every way I look at it, you know, it cannot be explained away, it just seems that I am treated completely different.

Even just the other two PCs, we've got three PCs, one of them has a nervous breakdown, what's the difference. Oh, he's not actually doing the PC role, he's doing something else. If that would have been put on my job description HR would you would have seen that this person is not doing a PC role, he's doing something else. So, your systems management systems would have picked up that that job is creating stress, and you would have also seen that Mike has been in that job and he has had stress. And you would also see in engineering Pete Mottram is having stress and more and more. So, the management standards would identify, something's got to be done here and that's not been done. So that's failed, if that would have been done and we would have sorted these issues out a long time ago, I might not have been in this position"

91. At 56.48 the claimant said (726) (alleged protected disclosure six):

"The only reason we have three PCs was to cover the fact that I was doing this other job. And when I look back at it now or it was just cover for

paperwork to say, we haven't got anybody working on Coswin anymore. They're all PCs. All the rest of the Coswin team have left. But this Oh, Paul Oh no, he doesn't, hes a PC. But he's not a PC he's doing Agility and Coswin, it's a cover up, and if any of that is true that underpins everything that somebody knew, and it's been covered up and that has had an impact on me"

92. Alleged disclosure seven was split over different passages. At the end of a passage at 58:16 (727) the claimant said:

"And I raised these and I'm raising them again. First one criminal offence, Zurich certification, BSI certification, the Siveco thing if they are right which I am asking somebody to confirm with me, that is a criminal offence I don't want"

93. After a couple of questions and an answer, at 1:00:56 (728) the claimant went on to say:

"No no we've been using, if Coswin as it very clearly looks now, back all them years ago, when we stopped Siveco doing the service contract, if we should not have been using it the recommendation we've been doing and the recommendations, so I would get a report of the DSEAR service engineer that comes in and says, in order to get your certification, you're going to have to apply or you're going to have to adopt these 150 recommendations, we will then create new items and all everything days, weeks of work, to show that we've done what we've done, Mike will get his engineers to work on this that n the other that will satisfy the insurance inspection and we've got our insurance. If the system we have been using for that is not licenced, and we're just popping it out as and when, that is illegal that's fraud"

94. Alleged protected disclosure eight was also spread over a number of passages from the claimant. There were questions asked in between. Just before 1:04:30 the claimant said (729):

"Miscarriage of justice another one the Zurich inspector is sacked long-known Inspector: he'd been here for years, he knows the place inside out.

[Ms Langley asked] But that would have been Zurich's decision though, wouldn't it to, because he was their employee?

[The claimant replied] Yeah, I don't know. But all I know is he knows this place inside out. All I got told was, this is like four or five months later that he didn't, I don't I still don't know. So but now knowing that this guy has been sacked and I we have a system Coswin that has got everything that we've been doing for the last 20 years and if he's been in on, we've got our legislation stuff for insurance purposes in 14 were all there on Coswin and if Mike wanted this doing bing there you are that's everything, and we give it to the inspector and hed go and do whatever he wanted. If he's been, if he's not checked something that he should have checked, I would have known about it, I would have been able to prove whether he has or not or whether he should have been checking that. I heard he got sacked for missing the new melting ladders, they are not to be checked, nobody goes in there, it's a redundant room, we locked it off, we closed it down so he would not be going, somebody said that he had been sacked for not

checking something in there I should have been asked and I would have said well he knows not to go in there, that's not right, let's have a look, nobody's asked me. That is worrying, nobody's asked me that and somebody's got sacked. Surely ask Paul he knows about that or anything else people want to know.

Kevin wants to know something from the history, he asks me, can you pull jobs out for the last five years on CCS. Pete Williams oh we had a silver problem; can you go back to when we change the silver pumps and or this pull for that pump, and I will yeah go back five or 10 years. Zurich somebody gets sacked. First thing somebody should come to me and say can you pull all the information for what we should have been doing and just check this. Nobody has and that is again, signs of a cover up for me. Because I knew the guy and he knew everything. He shouldn't have been in there as far as I know. But this is the little information I know but nobody asked me so I'm saying somebody has purposely not asked me. Sorry just a minute somebody purposely has avoided asking me not only that I took two months before that and I found an email, urgent email request off Zurich to Ron regarding cranes and this that n the other and blah, blah, blah, and this that the other , and then I find out, instead of giving it to me, hes emailed it to Ian, who's been there for about one month and doesn't know anything about Coswin to put it on the system. Give it to me, I would have flagged it up and said, woah, wait a minute. Just let me go look into this a bit further. But that is again, number two, number three, number four, is just

[Mrs Mottershead asked a question and the claimant replied] Yes it doesn't matter. I don't have to worry about that. You don't have to worry about that. But I've raised this point, it's now legal responsibility for somebody to look at that and give the honest opinion or not opinion it they have to give the truth on that because this is now law abiding. There's no getting away from it I've, I've said look I've been involved in this, this, this and this and it stinks to me, I think somebody needs to check this and that's where it is. That's all I have read into it and that's why I said can of worms I started off with just trying to get my issues sorted."

95. Alleged protected disclosure nine was also in the transcript of the meeting of 29 September. What was quoted in the list of issues was actually spread over three pages and omitted questions asked of the claimant and things said by the claimant in between what was quoted. The relevant passage said (730):

"And then so to add to that we've got this system that were using Coswin we go out to other prospective people ?? our a day and ARE and then me and Mike are showing the guy what we want from the new system and can it do this can it do that can it do these sorts of reports this is what we report on each month, we need all this breakdown, can you do this blah blah blah and he's talking about then Ron comes in a bit later on he sits down and the guy says to him at some point what system again is it that you use and the answer wa[JM]s oh, we don't use a system we haven't got a system whoa, I've just show we just showed him twenty years of bloody a breakdown of every job that weve done. How can you say we haven't got a system? He's Ron Mike is looking at me this guy's looking at. So, Ron is on a different wavelength ...

In another meeting with Andy, Andy denied, everybody's denying it, Andy is denying it oh no Coswin never worked. What do you mean it didn't work, I've been working on it for the last 15 years, you've got all the reports, it clearly works, and we were using it. And all of a sudden people are now saying it doesn't work. Chris Hanson came in he gave me on his first day a big lecture on the importance of cmms systems and what we want Agility to do and this and that, and that is if you just read a book, and recited it all give me all of it. I'm nodding with him nodding, and he finished I says, yeah this is why I'd liked to had a meeting with you earlier Chris, because here we are again here's all the information, everything you just said there I've got, it's here. We're just trying to move it to a new system you've obviously not been told or you're totally ignoring the true facts for whatever reason. Rons. Ron is the manager, hes thinking is that we don't have a system and Andy he doesn't think we have a system. Woah, something it doesn't take a rocket scientist is obviously there's something has gone on in the past. We were told years ago, stop using it, yes, no, we are alright, no stop. So yeah, it now rings true that I'm very sure that we shouldn't have been using it

96. Alleged protected disclosure ten followed in the claimant's next paragraph of what he said in the 29 September meeting (as recorded in the transcript) (732):

"And the other major one is after 15 years, 15 since 2003 we've had Coswin on the server up in the server room, top of site. And again, going back to just around the time when I got Agility up and running. I got an email of Steve Johnson that we have to clear the server room out and they're going to move the Coswin server woah, were only talking about a box this big you do not move it out of a server room. A secure fireproof server room unless you have no need for that anymore or you want to hide it and that is covering up"

97. On 30 September Ms Langley wrote to the claimant and listed the matters which it was considered the claimant was unhappy with and had raised in his grievance (740). Some interviews were undertaken by Mrs Mottershead and Ms Langley including with Ron Jones on 30 September and Kevin Hodgson on 6 October (as well as with Andrew Cross). Notes were taken of the interviews (albeit the claimant emphasised that he did not see those notes at the time).

98. Two grievance outcome meetings were held on 14 October. Transcripts were provided (755 and 772). The meetings lasted for fifty minutes and one hour and twenty-two minutes. Mrs Mottershead and Ms Langley informed the claimant of their feedback from the grievance. The claimant responded to what they were saying.

99. At the start of the second transcript of the grievance outcome meetings was recorded an exchange upon which the claimant relied when asserting one of his detriments (772). The claimant referred to the fact that a licence had not been found. There followed an exchange between Mrs Mottershead and the claimant:

"[C] And if you encroach anywhere, near anything like that the company is even if Siveco don't want to know, there's other licencing bodies in the UK and in the world that wants to know and wants to pursue people for that. And I raised that issue, because the fines for it are huge

[JM] *Why would you do that? can I ask if if if all of that is true and I'm not saying that it is or it isn't the information that Jane and I have been given, been given says it's not. But if it is why why would you want to do that? Can I asked question, why?*

[C] *Why would I want to do*

[JM] *Why would you Why would you want to tell these bodies, whoever? I don't know anything about that kind of stuff? Why would you want to tell them?*

[C] *Who said that I want to tell them?*

[JM] *No, you're saying that if even Siveco aren't interested, these other bodies will be interested in the fact that we've apparently according to you,*

[C] *I have now I've looked again in 2015 when it came up*

[JM] *Why would you want to do that though?*

[C] *You keep saying I, I don't want to do anything Jane err Janet.*

100. It was Mrs Mottershead's evidence that the claimant had appeared to have suggested that he was going to inform external bodies about his concerns. She said in her witness statement that she genuinely could not understand the basis upon which he would do that, and what he hoped to achieve by doing so. She asked further questions. It was her evidence that she was not stopping the claimant from doing anything, but merely trying to understand more about it as it was a process of which she was unaware.

101. It was the claimant's evidence that he became aware for definite that use of the Agility system was being stopped or frozen on 14 October 2020. He said that he had a realisation after the meeting and looked at the emails which he had received and identified that the decision had been made eight weeks after he had gone off sick.

102. The claimant was provided with a letter confirming the grievance outcome on 15 October 2020 (832). The grievance was not upheld and the reasons for reaching that decision were explained. In cross examination, the claimant accepted that the outcome was very very detailed.

103. The claimant appealed against the outcome of his grievance on 3 November 2020 to Ms Proctor (852). In that appeal the claimant raised twelve things as the basis for his appeal, which we will not reproduce in this Judgment. The fifth ground of appeal contained the words upon which the claimant relied as containing his eleventh alleged protected disclosure. He said:

"HR reported Harman did have the necessary licence to use Coswin, yet on two occasions when Harman had contacted Siveco for assistance in 2014 and 2015 Harman IT/maintenance management could not provide a licence number and assistance was declined. I raised this issue with Harman management. I have since checked email correspondence from 2009 between Harman and Siveco when Harman decided to cancel the service contract and were advised to continue paying for just a licence by S Kenworthy. I now believe this did not happen as proven by the requests

made for a licence number in 2014/15 by Siveco. On a number of occasions Harman management were stating we did not even have a CMMS system. I have produced many Insurance inspections, ATEX, DSEAR, HS&E & BSI recommendation reports on Coswin and worry that if Harman did not have the correct licence, then these reports were unjust. This was the reason for my "protected disclosure"”

104. A grievance appeal meeting took place on 11 November 2020, conducted by Mr Giles Branthwaite, with Ms Proctor also in attendance. We were provided with a transcript of the meeting (859), in which it was said that the meeting lasted at least three hours. The claimant alleged that six of his protected disclosures were made during that meeting. The order that the alleged disclosures were made in the meeting did not follow the order in which the allegations were listed in the list of issues.

105. Alleged disclosure twelve was in fact made up of two different things which the claimant said, two pages apart in the transcript. The claimant said (874):

“I now know, looking at this believe that the licence was not bought and when we have looked at documents with Drew and other people over the years, going up to 2012. Mike had problems and he has contacted Siveco and they said they would not help us without a licence number. So, I asked Drew to have a look, have we got a licence number? I know we stopped the service contract. I did not know we did not have a licence. And we had a look and it the paperwork that we saw at the time said the licence fee is included in the service contracts fee ...

That is why we did not use Coswin. Well, that's why we didn't upgrade, and we just kept using the old system, that's where this this stuff of you know, the licence, we've still got the license, show me because I couldn't find it, Drew couldn't find it, Mike couldn't find it and IT couldn't find it and Coswin Siveco stated we didn't have a licence. If that is the case, after all these years, what I'm saying is, I'm putting on there or we and Mike have been putting on and myself over the years lots of information for insurance inspections for explosive rooms for the fryma building, legislation for the DSEAR electrical switch stuff in one of the rooms, all this stuff is important legislation stuff that we were putting on a system I now believe we should not have been using, that is wrong, and my digital fingerprint is all over that”

106. Alleged disclosure fifteen, followed in the next paragraph of the transcript (876) after the end of what the claimant relied upon as disclosure twelve. What the claimant said was:

“No no no wait, aside from that, if that is correct the information that I put on there from Siveco, and from Coswain, so, the information that I was allowed to extract off Coswin because I had, it was only me and Steve Kenworthy who had left then, we were the only people that had the rights and the the interfaces to extract the information from Coswin and manipulate it into a new database and give it to Agility. If we did not have a licence as I am now finding out, that information should not have been extracted and transferred, because that is then classed now, I am looking back on the internet because of all new laws and everything, it is called data fraud or data laundering and now I believe all of a sudden when I left Agility was thrown out the window”

107. Some considerable time later in the grievance appeal meeting, the claimant said what was relied upon as being disclosure sixteen (913). He said:

"If we just go through this belief that, oh, we just ignore everything until it happens. And then we'll say we could have done this, and we could have done that, that's not good enough, because that's reacting to the situation, it could have been that somebody then, you know, had these five times its not been picked up and then the fifth one, he dies of a heart attack. It's not good enough. It's not okay enough to just say, oh, we didn't know, or we? We've got to be delicate with this. No, that's there's nothing more important than death. So, data protection, worry about crossing over somebody's privacy, this that and another no death is the final one here. So, when you've got heart troubles, and you've got stress in a job, and you're not putting people on the correct job description, and all these things fit together, that's the policy whole of a good HR system to have all these interlinking working together. So, you can pick these things up. And if you do not pick these things up, these are the things that happen"

108. Shortly after, the claimant said what was alleged to be disclosure seventeen (914):

"And I'm being blocked on certain things, blocked from going ignored on Agility progress, not being included into emails all of a sudden, not being invited on to ERP systems, not being involved in important insurance inspection, emails that were going to a novice employee that just started at the business and he didn't even know how to put jobs on. He has been given these jobs to put onto a system. If they would have been given to me, I would have raised the alarm bell straight away and said wait a minute, something's not right here. Why are you giving this novice person jobs to put on a system that is urgent for Zurich, for jobs that I know were on cranes that were done or should have been out of service and should have been isolated and all that sorts of stuff, a wealth of information I know because I've been involved with this bloody stuff and I put the jobs on, but it's been purposely hidden from me. And then one month after that this inspector who had been on site for 20 odd years, is sacked for not for checking ladders in a new melting room that was isolated and out of action years ago. It would not happen.

So, there's a lot of information that I'm furious about because I know this person from the time he's been on site, and I know he knows this that building better than most people that are there he knows the inside out of it. So how on earth he has missed something, and it's all of a sudden missed me as well, all that information has bypassed me to somebody else, I would have raised a flag straightaway, and I only got to see that again six months later when I was going through these emails"

109. The claimant said what was alleged to be disclosure thirteen a little time later in the meeting (917):

"But yeah, I mean, we had to do all this stuff with but there's all sorts of information that could have been relevant to these situations that is all stored on Coswin stored, and all the detailed references of exactly who did what and when, and where. And on a number of occasions, these were not picked up. Mike had gone. So just like you're saying, now, we don't know

that will be the perfect exam example of an excuse that people could give, we don't know, because that person's left. And Steve's left, Mike's left, and this is, no, everything is on there. Everything is on Coswin and a lot of these instances could have given factual information for these people, somebody has lost his job. And I don't believe that is right, I really believe that there's information that we could have given him as a company that would have backed him up and said no, he shouldn't have been checking that crane, he shouldn't have been checking that isolated building he knows from previous experience, I will be able to give him the reports and say you checked it this year and that year, and that year, and that year, and you didn't never checked it before, it was never a problem before. But now all of a sudden you missed it and your company sacked you. Why is that, why are Harman not backing you up? Harman should say no, has been there for many years he knows the place inside out and the reason that he's not the checked this because we don't want him to check that room because we've isolated it and its out of bounds."

110. Alleged protected disclosure fourteen was later in the meeting and included parts of two different paragraphs of what the claimant said, interrupted (briefly) by Ms Proctor (919):

"you came in and sat with me that day, Vicky, I remember, and you said, do you want to get involved in this? Or do I get involved in that? And you could see I was irate, and you could see that everybody was irate at the time. You know, things the lessons need to be learned. Because that one instance on its own could have made people pop the bloody another one Mike Darby Mike Darby was being victimised as well, when he came in and condemned his his his workshop, he knew that guy is a firecracker he is the worst one and he was put on for weeks and weeks I'm surprised if he is still there now. If he's still, there and not blown, but he is getting I'm telling you now if he's not cracked up, he will crack up because the treatment of him for the what he had done for them many years before rightly or wrongly his workshop might have been a mess. It might have been a bloody disaster site, but you don't go about things like that with people in that sort of ...

That was just pressing the buttons for him to explode. And we even got to a point where Ron was asking for Mike to come in and sit with me and put his jobs on Agility. He's never done that before in his life. But he was made to sit with Ian, again, who didn't even know how to do the bloody thing himself. But he was made to sit and come in and feed his jobs back he's never sat down and used on a used computer. That was just antagonising him making him you know, aware of ooo this is what you're going to have to do, this is the future for you pushing him out I believe"

111. The claimant was informed of the grievance appeal outcome on 18 November 2020 in a meeting. The outcome was also confirmed in writing.

112. We heard evidence from Mr Branthwaite. We found him to be a very credible and genuine witness who understood what he had been asked to consider and decide. His evidence was very clear. It was his evidence that during the meetings the claimant was erratic and very hard to follow, and his points were vague and he would meander off topic.

113. At the time the claimant had no criticism of those who conducted the appeal process. He described them as being from the new part of the business. In cross examination, the claimant said that he would have liked someone there not from the company, somebody slightly more impartial. He said that was because that is what happens in these situations. From the answers which the claimant gave to questions, it appeared that his view that those hearing the appeal were not impartial was based upon what it was they found in the grievance appeal outcome.

114. A further occupational health report was provided on 27 November 2020 (972). It was the claimant's evidence that the report provided was the third attempt as he had objected to what had been said in the first two. The report said the claimant had told the adviser that he stayed in the house due to having panic attacks outside (albeit it did say that he ventured to the shops late at night to avoid crowds). The claimant had told the adviser that he had had several panic attacks at work. The report detailed that an assessment had indicated that the claimant was suffering with significant anxiety and depression. The report said:

"Paul tells me that although he has minimal face-to-face contact with others he will not be returning to work with his current symptoms. Paul tells me these symptoms are manageable, at home in isolation, as having a meltdown on his own is not as bad. He believes he could continue project work from home as a way forward to possibly returning to normal life. I have suggested to Paul that if such work is available, and this is a management and not a medical decision, he would require a slow and gradual return to work over a number of months."

115. Included in the bundle was a document headed "*Medical history and note's*" (974). We heard no evidence that the document had been provided to the respondent and there was no email in the bundle to which it appeared to have been attached. The claimant relied upon part of the content of that document as containing alleged disclosure eighteen, which it was contended had been made on 1 December 2020. What was quoted as being the disclosure was taken from that document, albeit it was not quoted in the list of issues in the same order as it appeared in the document itself. The element relied upon said:

"I've stated clearly that issues in this role have caused me many irate moments that I had never experienced in my previous 29 years of employment with the company. Both myself and the previous maintenance manager have had similar stress / heart issues, similar frustrations in the same role. I should not have to raise this matter myself time and time again. There are issues in this role that should be addressed, and risk assessed."

ACAS and HS&E state that job descriptions should be up to date and relevant to the "current" work being undertaken. The job description Harman sent to OH is for the "Process controller" role which has no mention of the CMMS work I had been doing at that time of my breakdown. Risk assessments will not highlight "work related stress" in a role if the job descriptions are not "current".

116. The claimant entered into ACAS Early Conciliation on 21 December 2020 which was recorded in a certificate covering just that date. The claimant was adamant in cross-examination that he had not indicated that he did not wish to conciliate, when it was put to him that could be the only explanation for an early conciliation certificate which covered just one date.

117. Welfare meetings were conducted with the claimant on 4 and 5 of January 2021 by Mrs Mottershead and Ms Langley. Transcripts were provided (979 and 999). In the meetings the respondent's attendees endeavoured to focus on discussing whether the claimant could return to work. On 4 January, the claimant explained that his brain was different and affected his day and his life. He said that he could not do anything until he'd corrected that situation. In an answer to cross-examination, the claimant said that at that point he was all over the place. In the meeting the claimant confirmed that he could not go anywhere. In cross-examination he accepted that at that point his mental health capacity and everything did not enable him to return to the workplace. On 5 January, the claimant said (1000):

"At the moment I can't go anywhere, I can't function. So, I can't even think about possibility of going out places and stuff like that"

118. The claimant relied upon something which he said in the 4 January welfare meeting as being his nineteenth alleged protected disclosure. The transcript (991) recorded that what was said was:

"When I've looked back, there's even other things now there's ORACLE that we were using that I had to instal week in week out on computers. And when you get into licencing stuff with ORACLE, and Siveco worldwide companies like that, you know, it's obvious why I've not got the documentation. And if that is correct, that is not my fault"

119. On 5 January 2021 Ms Proctor sent the claimant a letter which provided confirmation of his secondment. The covering email (1019) said it was as requested and agreed during the appeal grievance hearing. The letter from Ms Proctor (1020) said *"the company acknowledged that the documentation confirming your latest secondment was insufficient and we agreed to rectify this with the necessary paperwork. Please accept this as confirmation of your secondment"*. The letter went on to detail the claimant's secondment and what he had done during it. It was said the note had been added to the personnel file. It said, *"The secondment period did not warrant any changes to terms and conditions and Paul retained his 15% shift allowance despite moving to a flexible day pattern"*.

120. A further welfare meeting took place on 13 January 2021 for which a transcript was also provided (1045) (and some notes which the claimant criticised (1067)). The claimant confirmed that, at the time, he could not leave the house. It was explained to the claimant that the use of the Agility system had been frozen and the engineering manager had informed Mrs Mottershead that it took him ten minutes a week to deal with what he was doing with that system at the time. Various limited opportunities were discussed with the claimant, but it was said that they required an element of time on site. In cross-examination, the claimant accepted that they had talked through the options available. At the meeting on 13 January the decision was made to terminate the claimant's employment on capability grounds. The claimant's employment ended on 6 April 2021.

121. The claimant relied upon one thing which he said in the meeting on 13 January 2021 as being the twentieth protected disclosure. What the claimant said (as recorded in the transcript) (1050) was:

I want to know, from what I'm seeing and the advice, professional advice, I'm being told about systems and legalities. I want just clarification from the

company that they had the legal right to transfer the data and use a system they didn't have a licence for to gain accreditation and satisfy insurance certification, DSEAR reports, ATEX reports, BSI reports, which I am being told is not right, you cannot just pop out a system, use it for what you need to do and get your certification. And then pretend you don't have it. That is illegal. I need confirmation that the company knew knew that or didn't know that. And but they allowed me to do that for the company. Yes. You know, there is no getting around it. Because no, you just oh, and you have to go round and round and round the subject. I want confirmation that the work I was doing at work is legal, and lawful and above-board, and you can't give me that"

122. The decision made was confirmed in writing to the claimant (1069). In her decision letter dated 13 January 2021 Mrs Mottershead said:

"You have confirmed that you are not able to return to site and you are not interested in any of the alternative arrangements which have been suggested to you. You have been absent from work since 2nd September 2019 and there appears to be no real prospect of you returning to work, even on a phased basis in a different role, in the foreseeable future, if at all"

123. It was Ms Langley's evidence that none of the fit notes provided for the claimant recorded him as being fit for work if adjustments were made. They all recorded him as being not fit for work.

124. The claimant appealed against the termination of his employment in a letter to Ms Proctor of 22 January (1074). His two grounds of appeal were: that he believed a basic duty of care had not been followed (in practice a contention that the respondent had caused or worsened his ill health); and that there had been a total conflict of interest (in practice being a contention about the conduct of the internal processes). The appeal was acknowledged and an appeal hearing arranged to be conducted by Mr Greg Summers, the managing director.

125. The appeal against dismissal was heard on 27 January by Mr Summers, accompanied by Ms Proctor. We did not hear evidence from either Mr Summers or Ms Proctor. A number of transcripts were provided (1078). It was a lengthy meeting. As the twenty-first alleged protected disclosure, the claimant relied upon what he said at one point in that meeting. The transcript recorded that what he said was as follows (the passage relied upon included what was said both before and after a comment by Ms Proctor) (1100):

Sorry to butt in there but that is also one major thing we need to raise. There's, you know, it's no coincidence in my mind that you've got Mike having issues, myself having issues and now Andy similar stress issues and the it's too it's too coincidental for me to just ignore that, I've have mentioned it a few times. And the issues that were going around at that time in the crossover on the due diligence thing and the talk of going moving film finishing on to Coswin a few years previous and Andy was irate that he didn't want that to happen for whatever reasons I've been told. All this is no surprise to me. And I'm disappointed in that and hope that his health is all right, but that just sends more alarm bells to me that issues in and around the maintenance responsibility roles had problems. That's all I want to say. And that's what I went into the protective disclosure discussion about I could

go on and harp on all day about that. But they've just been brushed over and ignored ...

I may well be I may well be but when I'm reading what I'm reading, and I've now seen three people that I know all had issues with what was going on at work and being silenced and ignored it is no coincidence to me. If I was an investigator investigating three people and let's have a look at this. I guarantee you some scientific person would look at all that and find that there is a connection. And it's not rocket science for me."

126. An investigation was undertaken by Mr Summers and Ms Proctor. They spoke to the engineering manager Mr Twamberly on 29 January and asked if adjustments could be made for the claimant to continue working with the engineering team, exclusively working from home (1114). In the note of the meeting, Mr Twamberly is recorded as having explained that there were tight timescales for the ERP project and the data entry required. In terms of the running of the CMMS, that would be done differently, there would be no single administrator, and maintenance managers would be responsible for their areas and teams, who would be empowered and responsible for running it themselves. The note concluded *"In Mark's opinion this work could not be conducted at home"*.

127. A meeting was held to inform the claimant of the appeal outcome on 2 February. Transcripts were provided (1116). What the claimant said in the meeting, which he contended to amount to the twenty-second alleged disclosure, was recorded in the transcript as (1120):

"But things that without going into them all, again, now things that was surrounding the work that I was doing on Coswin and the Zurich that, that can of worms from they, the work that I was doing, and issues and things that I was noticing, and should have been able to bring up with a manager saying, this is not right. Somebody needs to listen to this, listen to that. Everything was ignored. And that eventually led me to blow with a combination of a few other things at work. So yes, I can't return to work. But previously to that issues surrounding that project, and information that other people at work knew that I didn't know when I was trying to raise issues surrounding the legality of Coswin and whether we should be doing the work that we're doing. And the Zurich information that came to light. I've just got no questions err no answers. I've got words of people, but I've got no answers. And in a disclosure in the public interest is a lawful, supposed to be a lawful investigation. It has to be looked into with accordance to the law, to the best of whatever ability not just to go and ask the right people and hope they get simple answers back and then reword something and regurgitating it back to me when I know there's other facts, and I've got the information for people to look into, but nobody is requested this, it's just been ignored and swept under the carpet. It's too many things, we've got to this stage. We've tried to move on to something else, when we have not even discussed properly the issues at hand, even before I went off, so if we can't, if there's no vehicle to raise, you know, I've been a company for 30 years and if I see somebody all of a sudden throwing money around doing things that don't normally happen in the previous 29 years of working in that company, I should be able to say to my managers, this doesn't seem right. This is either sabotage. This is either a cover up this is just not right. But nobody wanted to listen. And it was just swept and swept under, and I could see lots of things happening. And then when I found out six months later

about the Zurich thing, and I found some more emails, where Nick had spoken to Harman and asked specifically could they give information on the serviceability and the service history of certain cranes and certain lifts, only I would have known that because at that point Mike had left or had just left after that. And then all of a sudden Ron decides to hand his notice in and step down, so, we've got the two people that was reporting or should have been looking into that all of a sudden leaving after requests from Zurich. I'm the only person that delves into all the stuff on Coswin, and nobody asked me, I would have been able to tell you about them four cranes when they were serviced, when he'd been in to do them, all the information that he required, but nobody asked me. And that was on purpose, because there was information on there that could have helped him and in turn, he's ended up getting the sack for some reason."

128. The twenty-third alleged disclosure was something the claimant said as recorded in the transcript shortly after the twenty-second (1122). The transcript said:

"And I'm saying I will then have to look, whether it's ACAS or whether it's some other body, but I'm saying this stuff is not correct, there's legal implications I've raised to the company that have been overlooked. And then implications have caused me to crack up, somebody else to lose their job and there's other things like the legalities of not paying licence fees, and then using platforms like Coswin Siveco, to then gain insurance certification, compliance certification, BSI accreditation, ATEX and DSEAR accreditation, it's not right. And I my digital fingerprint was all on that. I was well within my rights to say, I want confirmation from the company that they had the licence necessary for me to do this. They had the licence necessary for me to take and move the data from Coswin on to Agility if they didn't have that for what I now know it is called Grand piracy, it's illegal. I don't want my digital fingerprint on that, moving the data from Coswin and manipulating it on the functionality that was given to me by Siveco, so I had programmes that I could extract and export the information, manipulate it, put it back, manipulating it and sending it to another system is called data laundering. That is not on if you did not have a licence, I would like information from Harman stating that work I did was allowed and above-board and they can't give me that. So, I do not want to do any work on those systems, 1. until I have got that confirmation. And now conveniently it's all been stripped from me anyway. And when you look at that on a graph, you know, fault lines, you just look at graphs, and you look for fault lines in everything. You can see it. Slowly, slowly, slowly, this work has come up, come up, come up, come up to a point where we've changed over to a new system, got rid of a problematic one, and then drop, you've got nothing to do with it anymore. No explanation. That's it"

129. The twenty-fourth alleged disclosure was contended to have been in what the claimant said in a paragraph which followed from the twenty-third, after Ms Proctor has said something in response. The claimant said (1122):

"I haven't Vicky, I haven't, I've not been able to sit down with anybody and give the details to them. Because nobody has wanted to listen to that level of detail. And the people that have been put in front of me have no idea of one the stuff that I was doing on CMMS, they just thought it was data entry. You had no idea of constantly importing and installing Coswin and ORACLE

and Java onto PCs, week in, week out. And now know, using the version of ORACLE that we were using 8i which went out of date in 2000 or 2003, we should not have been using that. And we've been using that for so many years on our network at work, which is dangerous. We should not have been using dated ORACLE database drivers”

130. The outcome was confirmed in writing in a letter (1127). The appeal was not upheld. The decision letter addressed the two grounds of appeal in some detail. The conclusion was that the decision to terminate the claimant's contract of employment still stood. Within the conclusion, Mr Summers said:

“I am satisfied that there is no meaningful job role, nor a suitable alternative role we can create for you to facilitate a phased return to work. Even if a temporary part-time role could be created, there is no meaningful role, going forward, which you could do 100% from home”

131. The claimant entered into a second period of ACAS early conciliation between 29 March and 14 April 2021.

132. The claimant entered his claim at the Employment Tribunal on 2 July 2021.

133. This Judgment does not seek to address every point about which we heard or about which the parties disagreed. It only includes the points which we considered relevant to the issues which we needed to consider in order to decide if the claims succeeded or failed. If we have not mentioned a particular point, it does not mean that we have overlooked it, but rather we have either not considered it relevant to the issues we needed to determine or we have not considered it necessary to refer to in these reasons.

The Law

134. Section 43A of the Employment Rights Act says:

“In this Act a “protected disclosure” means a qualifying disclosure (as defined by section 43B) which is made by a worker in accordance with any of sections 43C to 43H.”

135. Section 43B says:

“(1) In this Part a “qualifying disclosure” means any disclosure of information which, in the reasonable belief of the worker making the disclosure, is made in the public interest and tends to show one or more of the following – ...

(a) that a criminal offence has been committed, is being committed or is likely to be committed,

(b) that a person has failed, is failing or is likely to fail to comply with any legal obligation to which he is subject,

(c) that a miscarriage of justice has occurred, is occurring or likely to occur,

(d) that the health and safety of any individual has been, is being or is likely to be endangered,

(e) that the environment has been, is being or is likely to be damaged, or

(f) *that the information tending to show any matter falling within any one of the preceding paragraphs has been, or is likely to be deliberately concealed*”

136. Section 43C provides that a disclosure to a worker’s employer is a qualifying disclosure.

137. The word “*likely*” in section 43B requires more than a possibility or a risk that a criminal offence has been committed (or is being or is likely to be committed), a person might fail to comply with a legal obligation or that something is to be deliberately concealed (etc), the information has to show that it is probable or more probable than not, that it has been or would be.

138. The necessary components of a qualifying disclosure are:

138.1. First, there must be a disclosure of information;

138.2. Secondly, the worker must believe that the disclosure is made in the public interest;

138.3. Thirdly, if the worker does hold such a belief, it must be reasonably held;

138.4. Fourthly, the worker must believe that the disclosure tends to show one or more of the matters listed in sub-paragraphs (a) to (f) of section 43B(1);

138.5. Fifthly, if the worker does hold such a belief, it must be reasonably held.

139. Unless all five conditions are satisfied there will not be a qualifying disclosure. Those steps are clear from the statute but were very clearly and helpfully summarised by HHJ Auerbach in **Williams v Michelle Brown** AM EAT/0044/19.

140. The first stage involves a consideration of whether there has been a disclosure of information. A disclosure of information must involve conveying facts, not simply voicing a concern or raising an allegation. The correct approach to determining a disclosure of information was set out in the decision of the Court of Appeal in **Kilraine v London Borough of Wandsworth** [2018] ICR 1850. In that decision the Court highlighted that, on occasion, an allegation could be so general and devoid of specific factual content that it would not be a disclosure of information. However, there is not a rigid dichotomy between an allegation and information. In applying the statutory provision, the word “*information*” has to be read with the qualifying phrase, “*which tends to show*” etc. In order for a statement or disclosure to be a qualifying disclosure according to this language, it has to have a sufficient factual content and specificity such as is capable of tending to show one of the matters listed in section 43B(1).

141. What must be determined is what the claimant believed at the time when the disclosure was made, not what he may have come to believe later (**Dodd v UK Direct Business Solutions** [2022] EAT 44).

142. It is necessary to consider whether the employee holds the belief that the disclosure tends to show one of the relevant forms of wrongdoing and whether that belief is reasonable. This involves subjective and objective elements. The test of what the claimant believed is a subjective one. Whether or not the employee's belief was reasonably held is an objective test and a matter for us to determine.

143. In respect of the breach of a legal obligation, other than in obvious cases, the source of the legal obligation should be identified and capable of verification by reference to statute, regulation or the common law. For concealment, the subsection includes the requirement that the belief is that the thing is likely to be deliberately concealed, so it does not cover inadvertent concealment.

144. It is necessary to assess a statement in the light of the particular context in which it was made. Where the communication conveyed an expression of opinion, it can also communicate information sufficient to have fulfilled the concept of a qualifying disclosure, if that is the case. A query or question can amount to a disclosure of information (depending upon what is said and the context).

145. The claimant does not have to prove that the facts or allegations disclosed are true, or that they are capable in law of amounting to one of the categories of wrongdoing listed in the legislation. What is important is what the claimant believed and whether that belief was reasonable. We would emphasise that it formed no part of our role to determine whether the things about which the claimant said he disclosed information were in fact criminal offences or breaches of a legal obligation by the respondent. There is nothing in the protection for whistleblowers, which requires them to be right (**Babula v Waltham Forest College** [2007] IRLR 346). The test is what the claimant believed the information disclosed tended to show (which differs from a claimant needing to know that something was true or definitely did exist).

146. In **Chesterton Global Ltd v Nurmohamed** [2018] ICR 731 Underhill LJ held that the same approach, involving both the objective and subjective elements, applies to the requirement that in the reasonable belief of the worker making the disclosure, it is made in the public interest. What is "in the public interest" does not lend itself to absolute rules. The broad intent behind the amendment to section 43B(1) to require a worker to believe that the disclosure was made in the public interest, was that workers making disclosures in the context of private workplace disputes should not attract the enhanced statutory protection accorded to a whistleblower. The larger the number of persons whose interests are engaged, the more likely it is that there will be other features of the situation which will engage the public interest. Other factors which might be relevant include the nature of the interests affected and the extent to which they are affected by the wrongdoing disclosed, the nature of the wrongdoing disclosed, and the identity of the alleged wrongdoer.

147. The mental element required imposes a two-stage test: (i) did the claimant have a genuine belief at the time that the disclosure was in the public interest; if so (ii) did he have reasonable grounds for so believing? The belief does not have to be the predominant motivation in making it (as motivation is different from belief).

148. Where a disclosure is made for mixed grounds, including for personal benefit, a claimant may still believe that it is made in the public interest.

149. Section 47B of the Employment Rights Act 1996 provides that a worker has the right not to be subjected to any detriment by any act, or any deliberate failure

to act, by his employer done on the ground that the worker has made a protected disclosure. Under section 48(2) it is for the employer to show the ground on which any act, or deliberate failure to act, was done (where it is asserted that it was on the ground of having made a public interest disclosure). The employer must prove on the balance of probabilities that the act, or deliberate failure, was not on the grounds that the employee had done the protected act.

150. In determining whether a claimant has suffered a detriment as a result of having made a public interest disclosure, we must focus on whether the disclosure had a material influence, that is more than a trivial influence, on the treatment - **NHS Manchester v Fecitt** [2012] IRLR 64.

151. Determining whether a detriment is on the ground that the worker has made a protected disclosure, requires an analysis of the mental processes (conscious or unconscious) of the employer acting as it did. It is, of course, not sufficient to demonstrate that 'but for' the disclosure, the employer's act or omission would not have taken place. The protected disclosure must have materially influenced the employer's treatment of the worker.

152. A worker is subject to a detriment if he is put at a disadvantage. The concept of detriment is very broad and must be judged from the viewpoint of the worker. There is a detriment if a reasonable worker might consider the relevant treatment to constitute a detriment.

153. The ACAS code of practice on disciplinary and grievance procedures says, amongst other things, that a grievance appeal should be dealt with impartially and wherever possible by a manager who has not previously been involved with the case. We are required to take the ACAS code into account when considering relevant cases. Both parties referred to ACAS guidance and the fact that it said that external people could be asked to carry out investigations into complex or technical matters, although neither of them informed us what exactly it was they were referring to. We are not required to take into account ACAS guidance in the same way as the code of conduct, but can do so. In the ACAS guide on discipline and grievances at work there is a section on the use of external consultants which says:

"In some instances employers may wish to bring in external consultants to carry out an investigation. Employers will still be responsible for any inappropriate or discriminatory behaviour if the investigation is carried out by consultants. Make arrangements for the investigation to be overseen by a representative of management"

154. Both parties' submissions focussed upon the factual issues in the case. Neither party referred us to any case law at all in their submissions, save that the respondent's counsel reminded us of what was said in **Gestmin SGPS SA v Credit Suisse (UK) Ltd** [2013] EWHC 3560 about human memory and its fallibility.

Conclusions – applying the Law to the Facts

155. We started by considering whether the claimant had made protected disclosures as alleged.

156. The first alleged protected disclosure was said to have been made on 22 February 2017 verbally to Mr Jones, Mr Hodgson, and Mr Cleaver. We have explained in the section on the facts above, the evidence which we heard about

this alleged disclosure and the emails referred to which were sent at the time and related to it.

157. We found that the claimant did disclose information in the conversations which he had. That information was that the vendor assistance required evidence of a licence or the contract, and evidence of the licence could not be found. We then considered whether the claimant believed at the time that the disclosure was made, that the information he was disclosing was in the public interest? At that time, we did not find that he did. The claimant was focussed on obtaining support and getting the system working (more effectively). The information which the claimant provided had nothing to do with public interest at the time. There was no evidence that the claimant at the time thought that what he was disclosing was in the public interest. At that time we also did not find that the claimant believed that the information which he was disclosing tended to show that a criminal offence had been committed, was being committed, or was likely to be committed. Whilst some years later (as we have addressed below), we accepted that the claimant considered that his concerns showed that a criminal offence had been committed, in 2017 at the time of the first alleged protected disclosure, there was no evidence that he did (at that time). As a result, we did not find that the claimant made a protected disclosure as alleged for the first protected disclosure on 22 February 2017.

158. The second alleged protected disclosure was alleged to have been made verbally on 15 March 2017 and was said to be information provided to Mr Jones, Mr Hodgson, and Mr Cleaver. We have addressed in the facts section above the evidence which we heard about the alleged disclosure. The claimant did provide information about the technical specification of systems being operated at the time. We did not find that the claimant believed at the time that the disclosure of information which he made was in the public interest. It was purely about the operation of the respondent's systems and the need for upgrading the software to ensure the integrity of the system (as was clear from what was said in the list of issues). We also did not find that, at the time, the claimant thought that the information which he was disclosing tended to show that a criminal offence had been committed, was being committed, or was likely to be committed. As the claimant made clear in his witness statement, his concern was about the need for modernisation in order for any replacement CMMS project to be properly supported. It was about the respondent's ability to operate effectively. As a result, we did not find that the claimant made a protected disclosure as alleged as the second protected disclosure in, or around, March 2017.

159. The third alleged protected disclosure was on 17 September 2020 (so three and a half years after the first two alleged disclosures). It was a verbal disclosure to Mrs Mottershead and Ms Langley. It was something the claimant said in the first grievance meeting and what exactly was said was recorded in the transcript of that meeting. That passage has been recorded in the facts above. Whilst we did not find what was said to be easy to follow, we found that the claimant did provide information. In summary, the information provided was that the claimant said that he there had not been any action taken to address his stress at work and he recounted what he had learnt about failure mode and what could have been done. We did not find that the claimant believed at the time that the provision of that information was in the public interest. What he was saying was purely personal and about his own circumstances. What he said was not believed to be in the public interest. We accepted that the claimant believed that the failure to do a stress risk assessment had been a breach of a legal obligation and that such a belief was

reasonable. We therefore did not find that the third alleged disclosure (made on 17 September 2020) was a protected disclosure, because at the time it was made the claimant did not believe that the information he was providing was in the public interest (and had he in fact done so, that belief would not have been reasonable).

160. All of the disclosures alleged to have been made numbered four to ten, were alleged to have been made in the grievance meeting on 29 September 2020, being disclosures to Mrs Mottershead and Ms Langley. We had the benefit of the transcript which recorded exactly what was said and those extracts are recorded in the section on the facts above. We considered each alleged disclosure separately.

161. We considered alleged disclosure four. We found that in the statement relied upon the claimant did not provide any information at all, or at least we did not find that the claimant had disclosed any information which could have tended to show the matters relied upon. Even had we found that what was said could have been a disclosure of information, there was no evidence which showed that the claimant believed that what he disclosed was in the public interest. What the claimant said was entirely focussed on himself and, arguably, a very small number of other Process Controllers. That number of Process Controllers was not the public, nor was a belief in public interest evidenced. We did not find that alleged protected disclosure four was a protected disclosure.

162. We found that in alleged disclosure five, the claimant was disclosing information. The information was the claimant's belief that the respondent had not had a licence for Coswin. We noted what he said about that in the meeting and that he asserted it had been piracy, that is he asserted that a criminal offence relating to misuse of protected material had been committed. We found that the claimant believed in September 2020 that the information which he was providing did show that a criminal offence had been committed or was likely to have been committed. It is, of course, what the claimant believed irrespective of whether he was right. The fact that he was wrong does not stop that being his belief. We also found that it was reasonable for the claimant to believe that what he was disclosing showed a criminal offence had been committed (based upon what he disclosed and even though he was wrong). We also noted that, at the end of the relevant passage, the claimant was focussing upon his own interests and his concern about having put his name to the system. However irrespective of that motivation, we found that the claimant believed that the information he was providing was broadly in the public interest, where he was describing what he thought was that a criminal offence had been committed (described by him as grand piracy). Where considering a disclosure of alleged misuse of software and piracy, we accepted that such a belief was reasonable (whilst not needing to find that he was right). As a result, we found that the claimant did make a protected disclosure in the way alleged as disclosure five, in the grievance meeting on 29 September 2020.

163. The sections of the transcript of 29 September 2020 meeting relied upon as evidencing the sixth alleged protected disclosure are recorded in the facts above. We did not find that the claimant had disclosed any information in the passage relied upon. What was said, as recorded, lacked sufficient coherence for us to understand what was being said and what information it was that might have been disclosed. What the claimant was saying in the words relied upon, was entirely focussed on his own role. We did not find that the claimant believed that what he was saying was in the public interest. We did not understand how the claimant could have believed that criticism of the process regarding his secondment and his

Process Controller role was in the public interest. As a result, we did not find that disclosure six was a protected disclosure.

164. For alleged disclosure seven, we found that the claimant did disclose information, being the same information as already explained for disclosure five. Unlike disclosure five, the claimant was focussing on that compromising the respondent's insurance. We particularly noted that he used the word fraud at the end of the words relied upon. We found that the claimant believed that the information which he was providing tended to show that a criminal offence had been committed and that the respondent had failed to comply with a legal obligation. We also found that he believed that disclosure of that information was in the public interest, for the same reason as applied when considering disclosure five, coupled with the fact that he concluded what he said with the word fraud. We are required to consider whether it was reasonable for the claimant to believe that the information he disclosed showed those things and was in the public interest. As we have explained in the section on the law, the claimant is entitled to be wrong. We found that, considering what the claimant detailed, like disclosure five, it was reasonable for him to believe that it showed the matters relied upon and was in the public interest (even if, in fact, the disclosure was wrong). As a result, we found that alleged disclosure seven was a protected disclosure.

165. Alleged disclosure eight relied upon a very lengthy passage from what the claimant said in the 29 September meeting. We found that the claimant provided information, which was that a Zurich Insurance inspector had been sacked. We then considered whether the claimant believed that the disclosure of that information was in the public interest? We could not understand why the claimant would have done so. He did not evidence that he did so. We did not find that the claimant did believe that what he was disclosing was in the public interest, where there was no evidence that he did. Had he believed that such a disclosure was in the public interest, we would not have found that belief to have been reasonably held, when the claimant was passing on what was effectively gossip he had heard from his colleagues about the dismissal of an employee of a third party. We did not know what legal obligation it was that the claimant asserted he believed had applied and not been complied with when he was explaining what had happened to another organisation's employee. What he was describing was not a miscarriage of justice (and could not be reasonably thought to be). There was no deliberate concealment of any of the things referred to in section 43B(1). It obviously hadn't been concealed, as the claimant was talking about it. We did not find disclosure eight to have been a protected disclosure.

166. We found that in alleged disclosure nine the claimant did disclose information (albeit it was very unclear what was the information being disclosed), being that Ron had denied using a system, when a system had been used, and Andy had said that the Coswin system never worked. We then considered whether the claimant had believed that the disclosure of that information was in the public interest? Nothing in the passage relied upon or in the evidence which we heard showed that the claimant had believed it was in the public interest. It was the claimant recounting what in practice was a workplace dispute about what someone had said and the effectiveness of a system. We also found that if the claimant had thought that providing that information was in the protected disclosure, that would not have been reasonable. The claimant did believe that what he was disclosing showed that there was a cover up of wrongdoing. That belief appeared misconceived, but in any event as we found that the disclosure was not made in

the public interest and that if it had been that belief it would not have been reasonable, we did not find that disclosure nine was a protected disclosure.

167. For disclosure ten, the information which the claimant had provided was that the Coswin server was moved out of the server room. We did not find that the claimant believed that disclosing that information was in the public interest. Nothing about what he said showed that was the case and there was no evidence that the claimant did so. The claimant did clearly believe that the information showed that there was a cover up (because that is what he said). We did not find disclosure ten to have been a protected disclosure.

168. For disclosure eleven the claimant relied upon what he said in his grievance appeal letter sent to Ms Proctor and dated 3 November 2020 (852). In paragraph five of that letter, the claimant disclosed information that he believed about the lack of licence for the use of Coswin. For the same reasons as we gave when considering disclosures five and seven, we found that to have been a protected disclosure. A disclosure can still be a protected disclosure even where an individual is disclosing the same thing that they have already disclosed. On this occasion, the claimant was making that disclosure to the head of HR. It was a protected disclosure.

169. All of alleged disclosures twelve to seventeen were things which the claimant said in the grievance appeal meeting on 11 November 2020 to Mr Branthwaite and Ms Proctor. Precisely what was said as recorded in the transcript, is included in the section above which addresses the facts.

170. For the same reasons as we have explained for disclosures five, seven and eleven, we also found alleged disclosure twelve to have been a protected disclosure. We did note that in the passage relied upon, the claimant ended with a focus on himself and his digital fingerprint, but nonetheless we still found that the claimant believed that what he was disclosing (regarding licences) was information which it was in the public interest for him to have disclosed.

171. We have included in the facts section the extract from the meeting upon which the claimant was relying when asserting that he had made alleged protected disclosure thirteen. We found it very difficult to identify what the claimant was saying or what information it could have been that he was saying he provided. The passage reflected what Mr Branthwaite said in his evidence about the claimant in the grievance appeal meeting, that the claimant was erratic, hard to follow and meandered off topic. To the extent that we could identify any information which the claimant disclosed, that was information which related to the Zurich Inspector and reflected what we have addressed for alleged disclosure eight. For the same reasons, we did not find that to have been a protected disclosure.

172. For alleged disclosure fourteen, we could not understand what the claimant was saying in the passage relied upon. It lacked the coherence to enable us to genuinely identify any information disclosed which might have tended to show the required things. We did not find that was a protected disclosure.

173. What the claimant was explaining and providing information about in alleged disclosure fifteen, reflected what the claimant had already explained in the previous paragraph of the transcript (disclosure twelve), but in the context of extracting the data from the system which the claimant believed had been

unlicensed. For the same reasons as explained for disclosure twelve (as well as five, seven and eleven), we found that to have been a protected disclosure.

174. We did not find that the claimant provided any information in alleged disclosure sixteen. The claimant was arguing and only arguing. We accepted that someone could both pursue an argument and provide information whilst doing so, but in the particular passage relied upon the claimant was not providing any information at all. What the claimant appeared to have done was to have raised a hypothetical, as far as what he said could be understood. That was not a protected disclosure.

175. In alleged disclosure seventeen, the only information which it appeared the claimant provided (albeit that it was difficult to follow what he said) was about the dismissal of the Zurich Inspector. For the reasons we have already given in deciding that disclosure eight was not a protected disclosure, we did not find disclosure seventeen to have been a protected disclosure.

176. Alleged disclosure eighteen was contended to have been made on 1 December 2020. The words upon which the claimant relied were recorded in a document in the bundle (974). As the respondent submitted, there was no evidence that the document was disclosed to the respondent at all. We were not shown any email which showed the document being sent. Whilst the claimant's witness statement referred to the document, there was nothing in that statement which showed that what was recorded had in fact been disclosed to the respondent. We found that no disclosure was made at all.

177. Alleged disclosure nineteen relied upon something the claimant said to Mrs Mottershead and Ms Langley in the welfare meeting on 4 January 2021. We have stated in the facts above what it was the claimant said as recorded in the transcript (991). The information which he provided in the meeting was that he had installed Oracle on computers week in and week out. Had this been the sole disclosure relied upon and had this been said in isolation on its own, we would not have found that what the claimant said was sufficient to constitute a protected disclosure. However, the claimant was speaking in the welfare meeting to Mrs Mottershead and Ms Langley who had heard his grievance and had met with the claimant on a number of occasions over a considerable period of time. In the context of what the claimant had explained to them both in those meetings and of the disclosures which he had already made, we found that this was also a protected disclosure. We noted that what the claimant was saying was focused on himself and the absence of documentation about the work he had undertaken, but we found that in disclosing the information the claimant had mixed motives and we accepted that the claimant believed that what he was disclosing (information which he believed showed that unlicensed software had been used) was in the public interest and that such a belief was not unreasonable (even though it might have been incorrect). We found that disclosure nineteen was a disclosure in the context in which it was made to the people to whom the disclosure was made.

178. Alleged protected disclosure twenty relied upon something which the claimant said during the meeting at which the decision was made to dismiss him on 13 January 2021 (1050). The passage recorded the claimant making assertions, requesting clarification, and making an allegation. We did not find that, in what he said, the claimant provided any information. What he sought was based upon the same things as those we have found to be disclosures in other meetings, but looking at exactly what he said in the 13 January meeting, we did not find that

he provided any information at all on that occasion. We did not find disclosure twenty to have been a protected disclosure.

179. Alleged protected disclosure twenty-one relied upon something that the claimant said in the dismissal appeal meeting on 27 January 2021 (1100). We have detailed what was said, as recorded in the transcript, in the facts section of this Judgment above. We considered carefully what the claimant said in the passage relied upon. We did not identify any information provided by the claimant in what he said. It was somewhat difficult to follow and included an assertion about the illnesses of the claimant and two others, but we did not identify any information which the claimant provided to Mr Summers and Ms Proctor in what was said. Even had we identified any information, we would not have found that the claimant said what he said in the belief that it was in the public interest. The context of what was said was the claimant raising an issue about his health and that of two colleagues and we did not find that the claimant believed that what he said was in the public interest. If he had done, it would also not have been reasonable for him to have done, considering what was said and that only three people were being addressed/considered. We did not find that disclosure twenty-one was a protected disclosure.

180. All of the final three alleged disclosures (twenty-two, twenty-three and twenty-four) were based upon things that the claimant said in the meeting in which he was informed of the outcome of his appeal against dismissal on 2 February 2021. That was a meeting conducted by Mr Summers and also attended by Ms Proctor. What was recorded in the transcript as being the things which the claimant said, are detailed in the facts above.

181. For alleged detriment twenty-two, as with many of the alleged detriments, it was very hard for us to identify what was being said and what information it was that the claimant said he was disclosing. The information which we identified as being disclosed was that the Zurich Inspector had been dismissed, for some reason. As with the previous alleged disclosures regarding that information, we did not find that the claimant believed that the information which he disclosed tended to show that a legal obligation had been breached or that there had genuinely been what could be accurately described as a miscarriage of justice. In any event, even had the claimant believed that the information disclosed tended to show that, we did not find that such a belief would have been reasonable. We did not find that disclosure twenty-two was a protected disclosure.

182. We did find that disclosure twenty-three was a protected disclosure, for the same reasons as we found that the other related disclosures were protected disclosures, where the claimant disclosed information about his belief that there had not been a licence and his assertion of piracy. On this occasion, he was disclosing the same things to Mr Summers in the dismissal appeal outcome meeting. It was a protected disclosure.

183. Alleged disclosure twenty-four was difficult to follow. We would observe that we were very surprised by the claimant's assertion that nobody had listened to him. The information which the claimant disclosed was that he believed that the respondent had been using out-of-date software. However considering what he said in the disclosure, we did not find that the claimant believed that showed a criminal offence had been committed as contended. What he was disclosing was that out-of-date systems or software could damage the business, he was not asserting in that passage that such use was criminal. We also did not find that it

would have been reasonable for the claimant to have believed that what he was disclosing tended to show that a criminal offence had been committed, was being committed, or was likely to be committed. Based upon what the claimant said, we also did not find that he believed that what he was disclosing was in the public interest, nor could he reasonably have done so. The information being provided was that the respondent had used out-of-date systems, he was not asserting that doing so was a criminal offence in what he actually said (in that passage).

184. Having found that the claimant did not make protected disclosures in 2017 as alleged, with the first protected disclosure found having been made on 29 September 2020, none of alleged detriments one to eleven could have been made because the claimant had made a protected disclosure. As we heard evidence about those alleged detriments, we have included our findings about them, but we have addressed them in less detail than we would have done if they could possibly have been found to have been as a result of the protected disclosures found.

185. Alleged detriment one was contended to be that the respondent allowed the claimant to develop and maintain computer systems for which the respondent did not hold the correct licence. The claimant worked with the Coswin system from at least 2009, if not earlier. We accepted that the claimant had concerns about the licence for the use of that system. We accepted the respondent's evidence that they had the licence to use the system because it was a perpetual licence. The claimant did not suffer the detriment alleged.

186. Alleged detriment two was that the respondent overlooked the natural progression opportunities that should have come with the claimant's work. In 2(a) in the list of issues, the claimant contended that he wasted ten years of his working life working on the CMMS system. In 2(b) the claimant said that the job evaluation was completed without reference to the CMMS work. The graph prepared by the claimant showed that he had an unusual career progression, but those undulations in role and seniority pre-dated even the 2017 alleged protected disclosures. The claimant was appointed permanently to the role of Process Controller in or around 2014 (for the second time). As the respondent's counsel submitted, there was no evidence that the claimant sought a more senior position or requested a pay increase at the time. We did not find that the respondent overlooked a natural career progression for the claimant as alleged. We are required to act as an industrial jury, and as an industrial jury we would observe that there will be many people who are employed to work on systems which are subsequently discontinued. That is something that just happens. Similarly, as an industrial jury, we found that job evaluations are usually undertaken based upon an employee's substantive role. We did not find that alleged detriment two was a detriment to which the claimant was subject.

187. Alleged detriment three was that the respondent conducted undermining behaviour intended to destroy the claimant's confidence. We heard no direct evidence of any undermining behaviour. We did hear evidence that the claimant had disagreements with colleagues (including Mr Hanson and there was also reference to Mr Robinson), but those appeared to us, based upon what we heard, to be disagreements of a day-to-day nature. The detriment alleged was not something we found occurred.

188. Alleged detriment four was that the respondent withheld secondment documentation from the claimant, which it was alleged meant that he was unable to apply to get new employment because the respondent refused to provide

employment particulars (this was also mentioned in detriment two, but we have addressed it all as detriment four). The respondent agreed in submissions that it did not provide the claimant with a written record of his secondment (until 4 January 2021). In her letter of 4 January 2021 (1020), Ms Proctor acknowledged that the documentation confirming the claimant's last secondment had been insufficient. The respondent's failure to document the secondment, clearly caused the claimant considerable concern, particularly later on in his employment. That concern could easily have been rectified earlier than it was. Looked at from the claimant's point of view, we accepted that the lack of documentation recording the claimant's genuine duties during the secondment was a detriment for him. However, we did not find that the reason for that detriment was a protected disclosure and would not have found that the reason for the lack of documentation had been either of the alleged disclosures made in 2017, even had we found them to have been protected disclosures.

189. Alleged detriment five was that the respondent set the claimant up to fail by intentionally causing obstructions and interference to him completing his work. There was insufficient evidence to suggest that the respondent had set up the claimant to fail as alleged.

190. Alleged detriment six was that the respondent sprung surprises, such as calling last-minute meetings. We heard no evidence that this had occurred.

191. Alleged detriment seven was that the respondent failed to act when it became clear that the claimant was showing signs of stress. Within the list of issues, as subparagraphs 7(a) to 7(i) the claimant detailed when he said that had occurred. In 7(a) and 7(b) the claimant relied upon text messages which he had sent to Mr Parkin. The respondent submitted that Mr Parkin was not an employee at the time the texts were sent. We did not find that to have been evidenced, Mr Parkin did leave employment and then return in a more junior role, but it was not evidenced clearly and precisely when he had ceased to be employed as a shift manager (and as he attended the 10 May meeting eight days after the 2 May message, it appeared unlikely that he had left). However, we did not find that the messages relied upon (or anything said to Ms Proctor as referred to at 7(c)) genuinely provided the respondent with forewarning that the claimant was suffering from stress at work for which intervention was required. 7(d)-(h) relied upon what the claimant said in meetings on 10 May 2019 (with Mrs Mottershead) and 17 May 2019 (with Mr Hodgson). There was evidence at the time that might have raised concerns (arising from the claimant's unusual hours of work), but the claimant clearly explained the working hours and did not take the opportunities to raise any work-related concerns. Looked at more broadly, the claimant informed Mrs Mottershead that the reason for his ill-health was personal in a text message sent on the day upon which he commenced his long-term absence (523). Clearly, since then, the claimant has changed his view. However, at the time we found that there was nothing that suggested that any stress or ill-health was work-related or that would have signposted that the respondent should have addressed the position.

192. The claimant alleged that Mrs Mottershead falsified the meeting notes of the meeting which she (and Mr Parkin) had with the claimant on 10 May 2019, as alleged detriment eight. We found this allegation to be entirely incorrect. We accepted Mrs Mottershead's evidence that the notes taken (654) were genuine. We found that the reason why the claimant appeared to have decided that the notes were falsified was illogical. The notes of what was said in the meeting did not detail the claimant's friend's health-incident which she suffered some time after

that meeting had taken place. We found there to be no reason to believe that the meeting notes were inaccurate or falsified.

193. Alleged detriment nine was broken down into two things within the list of issues. At 9(a) it was alleged that on 2 September 2019 the claimant received a barrage of abnormal treatment which he had never experienced before. At 9(b) the claimant said that on 23 September 2020 the claimant found out that the Agility system had been scrapped the year before, four weeks after his absence had commenced. We did not find that there was a barrage of abnormal treatment on 2 September 2019 as alleged. In relation to 9(b), the claimant was correct that the use of the Agility system was frozen or stopped very shortly after his extended period of ill-health absence began and the claimant was not informed. We had no criticism of the respondent for not informing the claimant of that decision when he was absent on ill-health grounds, taking into account the reasons for his absence. We accepted that the way in which the claimant found out, was less than ideal. Looked at from the claimant's point of view, it was a detriment that the respondent ceased to operate (or froze) the system upon which the claimant had been working and did not roll it out as intended. The reason for that decision was because of the new ERP system and the decision to undertake CMMS within it. That was a decision entirely unrelated to any disclosures which the claimant may have made.

194. Alleged detriment ten was said to be the claimant being subjected to humiliating and demeaning comments when Ms Langley wrote her occupational health referral on 19 February 2020. The claimant did not know what was said at the time and he only discovered what was said many months later when he made a data protection subject access request. The same comments about the claimant and his shooting rats, were made by both Mrs Mottershead on 2 December 2019 in her occupational health referral and by Ms Langley in her later referral on 19 February. We found that the inclusion of the disputed part of those referrals was a detriment. From the claimant's point of view, what was included was clearly detrimental and upsetting. We understood the claimant's concern. However, there was no evidence that what was said in those referrals was because of the 2017 alleged disclosures (or was materially influenced by them). However ill-advised, the inclusion of the disputed content was for the reason which Mrs Mottershead explained in her evidence (and due to Ms Langley reproducing what Mrs Mottershead had said).

195. Alleged detriment eleven was that the claimant was denied training or improvement, which it was said would have enabled him to advance his career with new jobs and skills. In 11(a), the claimant detailed the lack of particulars for his secondment and being excluded from involvement in the new CMMS system (this was dated as having occurred on 23 September 2020 at 11(a)). We have already addressed the respondent's failure to document the secondment and the work which the claimant actually undertook in detail. We did not find that the respondent's position on the documentation for that role was as a result of any protected disclosures which the claimant made. We did not find that changed after the claimant made the disclosures we have found. The reason why the claimant was not involved in the new ERP system was because he was absent from work on ill-health grounds and because it was the engineers who worked upon it.

196. Alleged detriment twelve had two elements to it, 12(a) and 12(b). As far as we could understand what was asserted at 12(a), that reflected what we have already addressed for detriment 11 (and as it was dated 23 September 2020 it predated any of the protected disclosures which we found). Detriment 12(b)

addressed the claimant's pay during the secondment and him not being involved in the new ERP system from 17 September 2020 to 13 January 2021. In his submissions, the respondent's counsel highlighted that the announcement of the new system was made on 30 September 2019 (810). That meant that the decision not to utilise the claimant on the roll out of the new ERP system was made a year before the first of the protected disclosures was made. In addition, the decisions about the claimant's pay during his secondment (working on the Agility system) and about the work undertaken, were also made before any of the protected disclosures which we have found were made.

197. Alleged detriment thirteen arose from some questions asked by Mrs Mottershead during the meeting held to inform the claimant of the outcome of the grievance on 14 October 2022. Mrs Mottershead gave evidence about why she asked the relevant questions, as detailed in the facts above. We accepted Mrs Mottershead's evidence about why she asked the questions. In the context of what was said in a meeting at which the claimant clearly voiced his views, we did not find what was said to be a detriment (there was nothing detrimental or intrinsically disadvantageous about the questions being asked). Even had we found the questions to have been a detriment, we would not have found that they were asked because the claimant had made the protected disclosures which we have found he made on 29 September (or were materially affected by them).

198. Alleged detriment fourteen was that there was a breach of confidentiality. The basis for this assertion was detailed in the list of issues in 14(a)-(m). Notably 14(a)-(g) and (m) all pre-dated the date when we found that the first protected disclosures were made. 14(h)-(k) occurred on 14 October 2020, after the protected disclosures we have found were made on 29 September (14(i) does not detail anything additional at all).

199. As part of 14(a) the claimant asserted that Mrs Mottershead and Ms Langley were holding meetings with Mr Hodgson without the claimant's knowledge. It was correct that they both spoke to Mr Hodgson as part of their grievance investigation (747). We found that it was entirely appropriate for them to have done so. The fact that they did so was not a detriment. The claimant was not provided with the notes of the interviews at the time that the grievance decision was made. That was not ideal. It was not a breach of confidentiality or a detriment. The reason they did not provide those notes was not materially influenced by the protected disclosures made by the claimant in the meeting on 29 September.

200. The claimant also asserted that Mrs Mottershead and Ms Langley held meetings and exchanged emails with a trade union official as part of 14(a). That was also in practice some of what was alleged in the other sub-paragraphs. It was clear from the messages provided to us that the trade union representative and the respondent were in contact about the claimant. There was no evidence that a meeting actually took place, albeit the redacted emails (1134) show a meeting being arranged (which would appear to be consistent with what the trade union representative said about the fact he should have been in a meeting but wasn't in his message of 12 August 2020 (613)). We found that, on balance, the redacted writer of the email messages in the bundle (1134) must have been either Mrs Mottershead or Ms Langley, as they were the people who had recently met with the claimant (being the long chat on Zoom referred to in the first redacted email). We considered whether a trade union representative and an employer speaking about a trade union member was in and of itself a detriment. There was no evidence which suggested that any such contact had been inappropriate or not

potentially in the claimant's best interests. We considered that such conversations are not unusual. We did not find that any such conversation was a detriment. In any event, we also did not find that the reason for any such conversation was the protected disclosures which the claimant had made on 29 September.

201. 14(b)-(g) related to some things that were said in the grievance meeting on 23 September discussing the claimant's confidential information about his health. The attendees at that meeting from the respondent, did not know how any breach of confidentiality had occurred. The claimant clearly thought one had occurred. We were not in a position to determine how any breach of confidentiality might have occurred (if one had), but in any event the discussion pre-dated the first protected disclosure which we found was made (and was a protected disclosure), so any such breach could not have been because of the protected disclosures found (the first of which was made on 29 September).

202. Alleged detriment fifteen, as detailed in 15(a), was that the claimant's career had been intentionally held back. We did not find that the claimant's work or career had been intentionally held back. We did not find that the claimant was unable to seek work with another company (as he appeared to allege); many employees do so when they are able to explain the work they have actually undertaken even where their job description or terms and conditions do not detail the work actually undertaken and/or are not up to date. The claimant was not entitled to higher pay for the work he undertook on CMMS and he never asked for higher pay at the time. In any event, those things occurred before the claimant made the first of what we found to be protected disclosures.

203. Alleged detriment sixteen was that the respondent failed to carry out a fair and thorough grievance and whistleblowing investigation and pre-determined the outcome of it. It was said that there was a refusal to appoint an independent impartial workplace investigator. 16(a) related to the grievance. 16(b) related to the grievance appeal. 16(c) related to the decision to terminate the claimant's employment. 16(d) related to the appeal against dismissal. We first considered alleged detriment sixteen as it applied to the grievance and grievance appeal.

204. We did not find that the respondent's approach to the grievance process was predetermined. In reality, neither Mrs Mottershead nor Ms Langley knew what the claimant's grievance was until they met with him. The length of the grievance and grievance appeal meetings suggested the respondent took the claimant's grievance seriously and endeavoured to give him a full opportunity to explain his grievance. The people who heard the grievance were not inappropriate and the person appointed to hear the appeal was entirely appropriate. We did not find that there was any obligation on the respondent to undertake a genuinely independent investigation undertaken by somebody outside the organisation. We considered Mr Branthwaite undertook his role in an appropriate and neutral way.

205. Clearly the outcome of the grievance was not what the claimant sought and, therefore, to that extent it was a detriment for him. However, we did not find that the grievance outcome at either stage was because the claimant had made the protected disclosures we have found were made. We accepted the evidence of Mrs Mottershead, Ms Langley and Mr Branthwaite about why they reached the decisions that they did. The protected disclosure had no material influence on that decision or those decisions. We did not find that there was a detriment in terms of the grievance process followed.

206. We were not clear how it was that issues 16(c) and 16(d) in the list of issues were matters which we were required to determine. We were not hearing a claim for automatic unfair dismissal as that claim had been struck out. However, both parties in their submissions appeared to believe that we were determining whether the dismissal and/or the appeal against dismissal were detriments as a result of having made a protected disclosure or disclosures. We were unsure that was the pleaded case we were required to determine but have did so anyway based upon what we heard in submissions and where some of the questioning we heard had been focussed on those issues.

207. The meetings held with the claimant on 4, 5 and 13 January 2021 were focussed on whether the claimant could return to work. At least, that was the focus of the respondent's attendees, albeit that the claimant sought to discuss other matters and seemed unable to engage or focus upon considering what was being offered as (or might be) potential work he could undertake. As of 13 January 2021, the claimant had been absent from work continuously since 2 September 2019. A number of occupational health reports had been obtained, including one which was relatively recent dated 27 November 2020. We were told in evidence that none of the claimant's fit notes had recorded him as being fit to return even with adjustments. The latest occupational health report was very clear that consultation was to be focussed on whether the claimant could work from home. There was no dispute that the claimant could not physically return to work at the respondent's premises at all. The respondent looked at the possibility of other roles with home working only and decided that they could not be identified. In those circumstances, there was nothing about the decision to dismiss which suggested that any disclosures made had been a material influence or factor. We accepted the evidence of Mrs Mottershead and Ms Langley for the reason they made the decision to dismiss, which was not materially influenced by any disclosures that were made. In relation to the appeal, we did not hear any evidence from Mr Summers or Ms Proctor. We noted the relatively lengthy appeal decision letter and that further investigation was undertaken with Mr Twombly (1114) about whether a role was available. There was no genuine evidence that the dismissal appeal was influenced by the disclosures made at all. We did not find that it was. There was nothing about the process followed or the decision made which suggested it had been pre-determined, in particular we noted that it was a lengthy appeal meeting.

208. We accepted that being dismissed and not having an appeal upheld were detriments viewed from the claimant's point of view. We did not find that either of the outcomes was because of the protected disclosures made. We did not find that either were materially influenced by the protected disclosures found. The decisions were entirely understandable.

Summary

209. For the reasons explained above, we found that the claimant made protected disclosures in some of the ways he alleged, but not in others. We found that the claimant suffered some detriments in the ways he alleged (but not others). We did not find that the reason for any of the detriments found was any of the protected disclosures found.

Employment Judge Phil Allen

25 February 2026

JUDGMENT SENT TO THE PARTIES ON

9 March 2026

FOR THE TRIBUNAL OFFICE

Notes

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

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

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

Annex – List of Issues

1. Has the Claimant made a qualifying protected disclosure in accordance with section 43B ERA 1996?
2. Was the Claimant subjected to any detriment by any act, or any deliberate failure to act, by the Respondent done on the ground that the worker has made a protected disclosure, in accordance with section 47B ERA 1996?
3. Are any of the Claimant's alleged detriments out of time, i.e. did they occur more than three months before the Claimant contacted ACAS to commence early conciliation on 19 March 2021?

Disclosures

1. Disclosure: 1. On or around 22/02/2017

I had been in contact with the cmms system vendor regarding system issues we were having at that time. I received calls back from their customer services department but on this occasion was I was asked for a service contract or licence number prior to any assistance. According to the vendor the service contract also included the system license. I checked our design specification manual which confirmed this to be correct. I contacted our IT department, but they did not have any service contract or licensing documentation.

On 22/02/2017 12:15 I sent an Email to the purchasing department in which I stated "I've just found this old document. The way I understand it the service contract includes the yearly license; I cannot find any info as to what we actually paid the last time we had a service contract. Cheers, Paul." On 22/02/2017 13:32 I received a reply stating "Paul, the last time we paid for a service contract was 2008 and the cost was £3,550."

I informed management of this information and of the correspondence with the vendor. I stated something to the effect that "breach of licensing for database software systems such as this can come with huge penalties and that someone needed to look into this further." I also printed off some documentation from the internet highlighting such penalties.

- a. Verbally informed: Engineering manager Ron Jones, manufacturing manager Kevin Hodgson and maintenance manager Mike Cleaver.
- b. Basis: Using unlicensed software or breaking the terms of a licence is considered software piracy. This is a criminal offence.
- c. Tended to show that a criminal offence has been committed, is being committed, or is likely to be committed.

2. Disclosure: 2. On or around 15/03/2017

Management had asked me to produce a technical specification document for the requirements of a new cmms system. I stated something to the effect that "some of our PCs were still running Windows XP and dated ORACLE database software, this software was old, unsupported, a risk to the integrity of the network and would require upgrading to run modern cmms software."

- a. Verbally informed: Engineering manager Ron Jones, manufacturing manager

Kevin Hodgson and maintenance manager Mike Cleaver.

b. Basis: Using unlicensed software or breaking the terms of a licence is considered software piracy. This is a criminal offence.

c. Tended to show that a criminal offence has been committed, is being committed, or is likely to be committed.

3. Disclosure: 3. On 17/09/2020

“Go on to their site, look for their advice on stress at work, preventing stress at work, and then if you did not catch the prevention stage what do you do afterwards? I have not had any of that. You do their failure mode, we have failed, failed on the health and safety one, not had anything there.....That is why you do these failure modes because that finds out what the issues are and that is why we should have them at work, they are in place, but they have not been done in this case.”

a. Verbally informed: Shift manager Janet Mottershead & HR manager Jane Langley.

b. Basis: I believe aspects of Common law, Statutory law, Health and Safety at Work Regulations and Employers' duty of care regarding stress and mental health at work have been ignored, putting people's health and safety in danger.

c. Tended to show that a person has failed, is failing or is likely to fail to comply with any legal obligation to which he is subject; that the health and safety of any individual has been, is being or is likely to be endangered.

4. Disclosure: 4. On 29/09/2020

“We have got three PCs, one of them has a nervous breakdown, what is the difference. Oh, he is not actually doing the PC role, he is doing something else. If that would have been put on my job description HR would have seen that this person is not doing a PC role, he is doing something else. So, your management systems would have picked up that this job is creating stress and you would have also seen that Mike has been in that job and he was stressed, and you would also see in engineering Pete M is having stress and more and more, so the management standards would identify that something has got to be done here and that has not been done. So that has failed. If that would have been done and we would have sorted these issues out a long time ago, I might not have been in this position.”

a. Verbally informed: Shift manager Janet Mottershead & HR manager Jane Langley.

b. Basis: I believe aspects of Common law, Statutory law, Health and Safety at Work Regulations and Employers' duty of care regarding stress and mental health at work have been ignored, putting people's health and safety in danger.

c. Tended to show that a person has failed, is failing or is likely to fail to comply with any legal obligation to which he is subject; that the health and safety of any individual has been, is being or is likely to be endangered.

5. Disclosure: 5. On 29/09/2020

“I brought that up, I mentioned that to Kevin, that if we have not got a licence, we are in trouble here because they can, if you have not got a licence with software like that is called grand piracy and I have looked into all that and they can blow you out of the water So,

it tells me exactly, hands off, nobody wanted to have anything to do with Coswin. So I am very, very sure that there's people there or left now, the board will know exactly what happened and whether we should have been using it or not and if that is the case, that is why I am saying this is one of the things for the disclosure, because if that is a possibility, I do not want my name on a system putting on explosive department recommendations and job requests and everything, building up things to satisfy certification on a system we should not be using."

- a. Verbally informed: Shift manager Janet Mottershead & HR manager Jane Langley.
- b. Basis: Using unlicensed software or breaking the terms of a licence is considered software piracy. This is a criminal offence. Using unlicensed computer systems to show statutory compliance and obtaining certification is unlawful.
- c. Tended to show that a criminal offence has been committed, is being committed, or is likely to be committed.

6. Disclosure: 6. On 29/09/2020

"The only reason we have three PCs was to cover the fact that I was doing this other job, and when I look back at it now, it was just cover for paperwork to say, we have not got anybody working on Coswin anymore, they are all PCs, all the rest of the Coswin team have left, but this Oh, Paul Oh no, he does not, he is a PC, but he is not a PC he is doing Agility and Coswin, it is a cover up, and if any of that is true that underpins everything that somebody knew, and it has been covered up and that has had an impact on me".

- a. Verbally informed: Shift manager Janet Mottershead & HR manager Jane Langley.
- b. Basis: Covering up wrongdoing.
- c. Tending to show any [of the above matters] has been or is likely to be deliberately concealed.

7. Disclosure: 7. On 29/09/2020

9. "I raised these before and I am raising them again, first one criminal offence, Zurich certification, BSI certification, the Siveco thing, if they are right which I am asking somebody to confirm with me, that is a criminal offence.....If Coswin as it very clearly looks now, back all them years ago when we stopped Siveco doing the service contract, if we should not have been using it then the recommendations we have been doing, so I would get a report of the DSEAR service engineer that comes in and says in order to get your certification you are going to have to adopt these 150 recommendations, we will then create new items and everything, weeks of work to show that we have done what we have done. Mike will get his engineers to work on this that and the other and that will satisfy the insurance inspection and we have got our insurance. If the system we have been using for that is not licenced and we are just popping it out as and when, that is illegal that's fraud."

- a. Verbally informed: Shift manager Janet Mottershead & HR manager Jane Langley.
- b. Basis: Using unlicensed software or breaking the terms of a licence is considered software piracy. This is a criminal offence. Using unlicensed computer systems to show statutory compliance and obtaining certification is unlawful.
- c. Tended to show that a criminal offence has been committed, is being committed,

or is likely to be committed; or that a person has failed, is failing or is likely to fail to comply with any legal obligation to which he is subject.

8. Disclosure: 8. On 29/09/2020

10. "Miscarriage of justice, another one is a Zurich inspector is sacked, a long-known inspector, he had been here for years, he knows the place inside out. All I got told was, this is like four or five months later that he didn't, I don't, I still don't know, but now knowing that this guy has been sacked and we have a system Coswin that has got everything that we've been doing for the last 20 years and if he's been in, we've got our legislation stuff for insurance purposes in 14 they are all there on Coswin, and if Mike wanted this doing bing there you are, that's everything and we would give it to the inspector, and he would go and do whatever he wanted. If he has not checked something that he should have checked I would have known about it, I would have been able to prove whether he has or not or whether he should have been checking that. I heard he got sacked for missing the new melting ladders, they are not to be checked, nobody goes in there, it is a redundant room, we blocked it off, we closed it down, so he would not be going in there. Somebody said that he had been sacked for not checking something in there, I should have been asked and I would have said, well he knows not to go in there that is not right, let us have a look but nobody has asked me. That is worrying. Nobody asked me that and somebody has got sacked.....Surely ask Paul he knows about that or anything else people want to know.

Kevin wants to know something from the history he asks me, can you pull jobs out for the last five years on CCS. Oh, we had a silver problem, can you go back to when we changed the silver pumps, and I will yeah go back 5 or 10 years.

Zurich, somebody gets sacked, first thing somebody should come to me and say, can you pull all the information for what we should have been doing and just check this. Nobody has, and that is again signs of a cover up for me because I knew the guy and he knew everything. He should not have been in there as far as I know, but this is the little information I know but nobody asked me. So, I am saying somebody has purposely not asked me. Sorry just a minute, somebody purposely has avoided asking me. Not only that, but I also look two months before that, and I found an email, urgent email request off Zurich to Ron regarding cranes and this that and the other and blah, blah, blah, and then I find out, instead of giving it to me, he has emailed it to Ian, who has been there for about one month and does not know anything about Coswin or how to put it on the system. Give it to me, I would have flagged it up and said, woah, wait a minute, just let me go look into this a bit further, but that is again, number two, number three, number four.....But I have raised this point, it is now legal responsibility for somebody to look at that and give the honest opinion or not opinion, they have to give the truth on that because this is now law abiding. There is no getting away from it. I have said I have been involved in this, this, this and this and it stinks to me, I think somebody needs to check this and that is where it is. That is all I have read into it."

- a. Verbally informed: Shift manager Janet Mottershead & HR manager Jane Langley.
- b. Basis: Obstructing insurance investigation which later resulted in the sacking of the insurance inspector.
- c. Tended to show that a person has failed, is failing or is likely to fail to comply with any legal obligation to which he is subject; that a miscarriage of justice has occurred, is occurring or is likely to occur; that information tending to show any [of the above matters] has been or is likely to be deliberately concealed.

9. Disclosure: 9. On 29/09/2020

"Me and Mike are showing the guy what we want from the new system and can it do this,

can it do that, can it do these sorts of reports, this is what we report on each month, we need all this breakdown, can you do this blah blah, then Ron comes in a bit later on, he sits down and the guy says to him at some point, what system is it that you use and the answer was, Oh we don't use a system we haven't got a system, whoa we just showed him a twenty year bloody breakdown of every job that we have done, how can you say we have not got a system. So, I do believe that we should not have been using that system, although we were using that system.....In another meeting with Andy, Andy denied, everybody is denying it, Andy is denying it, oh no Coswin never worked. What do you mean it did not work. I have been working on it for the last 15 years, you have got all the reports, it clearly works and all of a sudden people are now saying it does not work. Chris came in he gave me on his first day a big lecture on the importance of cmms systems and what we want Agility to do and this and that as if he had just read a book and recited it all. I am nodding with him nodding, and he finished, I say, yeah this is why I would have liked to of had a meeting with you earlier Chris, because here we are again, here is all the information, everything you just said there I have got, it is here, we are just trying to move it to a new system, you have obviously not been told or you are totally ignoring the true facts for whatever reason. Ron is the manager, his thinking is that we do not have a system and Andy he does not think we have a system, woah something is not right here, it does not take a rocket scientist, obviously something has gone on in the past, we were told years ago to stop using it, yes, no, were all right, no stop. So yeah, it now rings true that I am very sure that we should not have been using it.”

- a. Verbally informed: Shift manager Janet Mottershead & HR manager Jane Langley.
- b. Basis: Covering up wrongdoing.
- c. Tended to show that information tending to show any [of the above matters] has been or is likely to be deliberately concealed.

10. Disclosure: 10. On 29/09/2020

“And the other major one is after 15 years, 15 since 2003 we've had Coswin on the server up in the server room top of site and again going back to just around the time when I got Agility up and running, I got an email of Steve J that we have to clear the server room out and they're going to move the Coswin server, woah, we are only talking about a box this big, you do not move it out of a server room a secure fireproof server room unless you have no need for that anymore or you want to hide it and that is covering up.”

- a. Verbally informed: Shift manager Janet Mottershead & HR manager Jane Langley.
- b. Basis: Covering up wrongdoing.
- c. Tended to show that information tending to show any [of the above matters] has been or is likely to be deliberately concealed.

11. Disclosure: 11. On 03/11/2020

“HR reported Harman did have the necessary licence to use Coswin, yet on two occasions when Harman had contacted Siveco for assistance in 2014 and 2015 Harman IT/maintenance management could not provide a licence number and assistance was declined. I raised this issue with Harman management. I have since checked email correspondence from 2009 between Harman and Siveco when Harman decided to cancel the service contract and were advised to continue paying for just a licence by Steve K. I now believe this did not happen as proven by the requests made for a licence number in 2014/15 by Siveco. On a number of occasions Harman management were stating we did not even have a cmms system. I have produced many insurance inspections, ATEX,

DSEAR, HS&E & BSI recommendation reports on Coswin and worry that if Harman did not have the correct licence, then these reports were unjust. This was the reason for my protected disclosure.”

- a. Email: Head of HR Vicky Proctor.
- b. Basis: Using unlicensed software or breaking the terms of a licence is considered software piracy. This is a criminal offence. Using unlicensed computer systems to show statutory compliance and obtaining certification is unlawful.
- c. Tended to show that a criminal offence has been committed, is being committed, or is likely to be committed; or that a person has failed, is failing or is likely to fail to comply with any legal obligation to which he is subject.

12. Disclosure: 12. On 11/11/2020

“I now know, looking at this I believe that the licence was not bought and when we have looked at documents with Drew and other people over the years going up to 2012 Mike had problems and he has contacted Siveco and they said they would not help us without a licence number. I asked Drew to have a look, have we got a licence number, I know we stopped the service contract, I did not know we did not have a licence, and we had a look at it, the paperwork that we saw at the time said the licence fee is included in the service contracts fee Where is this stuff of you know the licence, we have still got the license. Show me because I could not find it, Drew could not find it, Mike could not find it and IT could not find it, and Coswin Siveco stated we did not have a licence. If that is the case, after all these years, what I am saying is I am putting on there or we and Mike have been putting on over the years lots of information for insurance inspections, for explosive rooms, for the fryma building, legislation for the DSEAR electrical switch stuff in one of the rooms, all this stuff is important legislation stuff that we were putting on a system I now believe we should not have been using, that is wrong and my digital fingerprint is all over that.”

- a. Verbally informed: Head of HR Vicky Proctor & Sales director Giles Branthwaite.
- b. Basis: Using unlicensed software or breaking the terms of a licence is considered software piracy. This is a criminal offence. Using unlicensed computer systems to show statutory compliance and obtaining certification is unlawful.
- c. Tended to show that a criminal offence has been committed, is being committed, or is likely to be committed; or that a person has failed, is failing or is likely to fail to comply with any legal obligation to which he is subject.

13. Disclosure: 13. On 11/11/2020

“There are all sorts of information that could have been relevant to these situations that is all stored on Coswin, stored and all the detailed references of exactly who did what and when, and where and on a number of occasions these were not picked up. Mike had gone, so just like you are saying now, we do not know, that will be the perfect example that is an excuse that people could give, we do not know, because that person's left and Steve's left, Mike's left. No, everything is on there, everything is on Coswin and a lot of these instances we could have given factual information for these people, somebody has lost his job and I do not believe that is right, I really believe that there's information that we could have given him as a company that would have backed him up and said, no, he should not have been checking that crane, he should not have been checking that isolated building, he knows from previous experience. I will be able to give him the reports and say, you checked it this year and that year and that year and that year and you did not ever check it before. It was never a problem before, but now all of a sudden you missed it and your

company sacked you. Why is that? Why are Harman not backing you up? Harman should say no, he has been there for that many years, he knows the place inside out and the reason that it is not on the checklist is because we do not want him to check that room because we have isolated it and its out of bounds.”

- a. Verbally informed: Head of HR Vicky Proctor & Sales director Giles Branthwaite.
- b. Basis: Obstructing insurance investigation which later resulted in the sacking of the insurance inspector.
- c. Tended to show that a person has failed, is failing or is likely to fail to comply with any legal obligation to which he is subject; that a miscarriage of justice has occurred, is occurring or is likely to occur.

14. Disclosure: 14. On 11/11/2020

“You came in and sat with me that day Vicky remember, and you said, do you want to get involved in this or do I get involved in that and you could see I was irate, and you could see that everybody was irate at the time. You know, lessons need to be learned because that one instance on its own could have made people pop their bloody err. Another one Mike D**** Mike D**** was being victimised as well, when he came in and condemned his workshop, he knew that guy is a firecracker, he is the worst one and he was put on for weeks and weeks, I'm surprised if he is still there now, if he's still there and not blown, but he is getting I'm telling you now if he's not cracked up he will crack up because the treatment of him for what he had done for them many years before, rightly or wrongly his workshop might have been a mess, it might have been a bloody disaster site, but you don't go about things like that with people in that sort of, that was just pressing the buttons for him to explode and we even got to a point where Ron was asking for Mike to come in and sit with me and put his jobs on Agility. He has never done that before in his life, but he was made to sit with Ian, again, who did not even know how to do the bloody thing himself, but he was made to sit and come in and feed his jobs back. That was just antagonising him, making him you know aware of ahh this is what you are going to have to do. This is the future for you, pushing him out I believe.”

- a. Verbally informed: Head of HR Vicky Proctor & Sales director Giles Branthwaite.
- b. Basis: I believe aspects of Common law, Statutory law, Health and Safety at Work Regulations and Employers' duty of care regarding stress and mental health at work have been ignored, putting people's health and safety in danger.
- c. Tended to show that a person has failed, is failing or is likely to fail to comply with any legal obligation to which he is subject; that the health and safety of any individual has been, is being or is likely to be endangered.

15. Disclosure: 15. On 11/11/2020

“So, the information that I was allowed to extract off Coswin because I had, it was only me and Steve K who had left then, we were the only people that had the rights and the interfaces to extract the information from Coswin and manipulate it into a new database and give it to Agility. If we did not have a licence as I am now finding out, that information should not have been extracted and transferred because that is then classed now, I am looking back on the internet because of all new laws and everything, it is called data fraud or data laundering and now I believe all of a sudden when I left Agility was thrown out the window.”

- a. Verbally informed: Head of HR Vicky Proctor & Sales director Giles Branthwaite.

- b. Basis: Using unlicensed software or breaking the terms of a licence is considered software piracy. This is a criminal offence.
- c. Tended to show that a criminal offence has been committed, is being committed, or is likely to be committed.

16. Disclosure: 16. On 11/11/2020

"If we just go through this belief that, oh, we just ignore everything until it happens and then we will say we could have done this, and we could have done that, that is not good enough, because that is reacting to the situation, it could have been that somebody then, you know, had these five times its not been picked up and then the fifth one he dies of a heart attack. It is not good enough. It is not okay enough to just say, oh, we did not know, or we have got to be delicate with this. No, there is nothing more important than death. So, data protection, worry about crossing over somebody's privacy, this that and the other. No, death is the final one here. So, when you have got heart troubles and you have got stress in a job and you are not putting people on the correct job description and all these things fit together, that is the policy and whole point of a good HR system to have all these interlinking working together, so you can pick these things up and if you do not pick these things up, these are the things that happen."

- a. Verbally informed: Head of HR Vicky Proctor & Sales director Giles Branthwaite.
- b. Basis: I believe aspects of Common law, Statutory law, Health and Safety at Work Regulations and Employers' duty of care regarding stress and mental health at work have been ignored, putting people's health and safety in danger.
- c. Tended to show that a person has failed, is failing or is likely to fail to comply with any legal obligation to which he is subject; that the health and safety of any individual has been, is being or is likely to be endangered.

17. Disclosure: 17. On 11/11/2020

"Not being involved in important insurance inspection emails that were going to a novice employee that just started at the business and he did not even know how to put jobs on. He has been given these jobs to put onto a system. If they would have been given to me, I would have raised the alarm bells straight away and said, wait a minute, something is not right here. Why are you giving this novice person jobs to put on a system that is urgent for Zurich? For jobs, that I know were on cranes that were done or should have been out of service and should have been isolated and all that sort of wealth of information I know because I have been involved with this bloody stuff and I put the jobs on, but it has been purposely hidden from me and then one month after that this inspector who had been on site for 20 odd years is sacked for not checking ladders in a new melting room that was isolated and out of action years ago. It would not happen. So, there is a lot of information that I am furious about because I know this person from the time he has been on site, and I know he knows that building better than most people that are there, he knows the inside out of it. So how on earth he has missed something, and it is all of a sudden missed me as well, all that information has bypassed me to somebody else, I would have raised a flag straightaway, and I only got to see that again six months later when I was going through these emails."

- a. Verbally informed: Head of HR Vicky Proctor & Sales director Giles Branthwaite.
- b. Basis: Obstructing insurance investigation which later resulted in the sacking of the insurance inspector.

c. Tended to show that a person has failed, is failing or is likely to fail to comply with any legal obligation to which he is subject; that a miscarriage of justice has occurred, is occurring or is likely to occur.

18. Disclosure: 18. On 01/12/2020

“ACAS and HS&E state that job descriptions should be up to date and relevant to the current work being undertaken. The job description Harman sent to OH is for the Process controller role which has no mention of the cmms work I had been doing at that time. Risk assessments will not highlight work related stress in a role if the job descriptions are not current. I have stated clearly that issues in this role have caused me many irate moments that I had never experienced in my previous 29 years of employment with the company. Both myself and others have had similar stress / heart issues, similar frustrations in the same role. I should not have to raise this matter myself time and time again. There are issues in this role that should be addressed, and risk assessed.”

a. Email: Occupational Health Team and HR manager Jane Langley.

b. Basis: I believe aspects of Common law, Statutory law, Health and Safety at Work Regulations and Employers' duty of care regarding stress and mental health at work have been ignored, putting people's health and safety in danger.

c. Tended to show that a person has failed, is failing or is likely to fail to comply with any legal obligation to which he is subject; that the health and safety of any individual has been, is being or is likely to be endangered.

19. Disclosure: 19. On 04/01/2020

“When I have looked back there's even other things now, there's ORACLE that we were using that I had to instal week in week out on computers, and when you get into licencing stuff with ORACLE, and Siveco world-wide companies like that, you know, it is obvious why I have not got the documentation and if that is correct that is not my fault.”

a. Verbally informed: Shift manager Janet Mottershead & HR manager Jane Langley.

b. Basis: Using unlicensed software or breaking the terms of a licence is considered software piracy. This is a criminal offence.

c. Tended to show that a criminal offence has been committed, is being committed, or is likely to be committed.

20. Disclosure: 20. On 13/01/2021

“I want to know, from what I am seeing and the advice, professional advice, I am being told about systems and legalities. I want clarification from the company that they had the legal right to transfer the data and use a system they did not have a licence for to gain accreditation and satisfy insurance certification, DSEAR reports, ATEX reports, BSI reports, which I am being told is not right, you cannot just pop out a system, use it for what you need to do and get your certification and then pretend you do not have it. That is illegal. I need confirmation that the company knew that or did not know that, but they allowed me to do that for the company. Yes. You know, there is no getting around it. I want confirmation that the work I was doing at work is legal, and lawful and above-board, and you cannot give me that.”

- a. Verbally informed: Shift manager Janet Mottershead & HR manager Jane Langley.
- b. Basis: Using unlicensed software or breaking the terms of a licence is considered software piracy. This is a criminal offence. Using unlicensed computer systems to show statutory compliance and obtaining certification is unlawful.
- c. Tended to show that a criminal offence has been committed, is being committed, or is likely to be committed; or that a person has failed, is failing or is likely to fail to comply with any legal obligation to which he is subject.

21. Disclosure: 21. On 27/01/2021

"There is, you know, it is no coincidence in my mind that you have got Mike having issues, myself, having issues, and now Andy with stress issues and it is too it is too coincidental for me to just ignore that, I've mentioned it a few times and the issues that were going around at that time in the crossover on the due diligence thing and the talk of moving film finishing on to Coswin a few years previous and Andy was irate that he didn't want that to happen for whatever reasons I've been told. All this is no surprise to me, and I am disappointed in that and hope that his health is all right but that just sends more alarm bells to me that issues in and around the maintenance responsibility roles had problems. That is all I want to say and that is what I went into the protective disclosure discussion about. I could go on and harp on all day about that, but they have just been brushed over and ignored. When I am reading what I am reading, I have now seen three people that I know all had issues with what was going on at work and being silenced and ignored it is no coincidence to me. If I were an investigator investigating three people and let us have a look at this, I guarantee you some scientific person would look at all that and find that there is a connection, and it is not rocket science for me."

- a. Verbally informed: Managing director Greg Summers & Head of HR Vicky Proctor.
- b. Basis: I believe aspects of Common law, Statutory law, Health and Safety at Work Regulations and Employers' duty of care regarding stress and mental health at work have been ignored, putting people's health and safety in danger.
- c. Tended to show that a person has failed, is failing or is likely to fail to comply with any legal obligation to which he is subject; that the health and safety of any individual has been, is being or is likely to be endangered.

22. Disclosure: 22. On 02/02/2021

"But things that without going into them all again now, things that were surrounding the work that I was doing on Coswin and Zurich, that can of worms from the work that I was doing and issues and things that I was noticing and should have been able to bring up with a manager saying this is not right, somebody needs to listen to this, listen to that. Everything was ignored and that eventually led me to blow with a combination of a few other things at work. So yes, I cannot return to work but previously to that, issues surrounding that project and information that other people at work knew that I did not know, when I was trying to raise issues surrounding the legality of Coswin and whether we should be doing the work that we are doing and the Zurich information that came to light, I have just got no answers. I have got words off people, but I have got no answers and in a disclosure in the public interest it is supposed to be a lawful investigation. It has to be looked into with accordance to the law, to the best of whatever ability, not just to go and ask the right people and hope they get simple answers back and then reword something, regurgitating it back to me when I know there's other facts and I have got the information for people to look into, but nobody has requested this, it has just been ignored and swept under the carpet. It is too many things, we have got to this stage, we have tried to move

on to something else when we have not even discussed properly the issues at hand. Even before I went off, so if there's no vehicle to raise you know, I've been at a company for 30 years and if I see somebody all of a sudden throwing money around, doing things that don't normally happen in the previous 29 years of working in that company, I should be able to say to my managers this doesn't seem right, this is either sabotage, this is either a cover up, this is just not right but nobody wanted to listen and it was just swept and swept under and I could see lots of things happening and then when I found out six months later about the Zurich thing and I found some more emails where Nick had spoken to Harman and asked specifically could they give him information on the serviceability and the service history of certain cranes the certain lifts that only I will have known because at that point Mike had left or had just left after that and then all of a sudden Ron decides to hand his notice in and step down. So, we have got the two people that were reporting or should have been looking into that all of a sudden leaving after requests from Zurich. I am the only person that delves into all the stuff on Coswin and nobody asked me. I would have been able to tell you about them four cranes when they were serviced, when he had been in to do them, all the information that he required but nobody asked me and that was on purpose because there was information on there that could have helped him and in turn, he has ended up getting the sack for some reason."

- a. Verbally informed: Managing director Greg Summers & Head of HR Vicky Proctor.
- b. Basis: Obstructing insurance investigation which later resulted in the sacking of the insurance inspector.
- c. Tended to show that a person has failed, is failing or is likely to fail to comply with any legal obligation to which he is subject; that a miscarriage of justice has occurred, is occurring or is likely to occur.

23. Disclosure: 23. On 02/02/2021

"I am saying this stuff is not correct, there are legal implications I have raised to the company that have been overlooked and them implications have caused me to crack up, somebody else to lose their job and there's other things like the legalities of not paying licence fees and then using platforms like Coswin Siveco to then gain insurance certification, compliance certification, BSI accreditation, ATEX DSEAR accreditation, it is not right and my digital fingerprint was all on that. I was well within my rights to say I want confirmation from the company that they had the licence necessary for me to do this. They had the licence necessary for me to take and move the data from Coswin on to Agility, if they did not have that, for what I now know it is called grand piracy, its illegal. I do not want my digital fingerprint on that, moving the data from Coswin and manipulating it on the functionality that was given to me by Siveco, so I had programmes that I could extract and export the information, manipulate it, put it back, manipulating it and sending it to another system is called data laundering. That is not on if you did not have a licence, I would like information from Harman stating that work I did was allowed and above-board and they cannot give me that. So, I do not want to do any work on those systems, one until I have got that confirmation, and now conveniently it is all been stripped from me anyway and when you look at that on a graph you know, fault lines, you just look at graph and you look for fault lines in everything, you can see it. Slowly, slowly, slowly, this work has come up, come up, come up, come up to a point where we have changed over to a new system, got rid of a problematic one and then drop, you have got nothing to do with it anymore, no explanation, that is it."

- a. Verbally informed: Managing director Greg Summers & Head of HR Vicky Proctor.
- b. Basis: Using unlicensed software or breaking the terms of a licence is considered software piracy. This is a criminal offence. Using unlicensed computer systems to show statutory compliance and obtaining certification is unlawful. Covering up wrongdoing.

c. Tended to show that a criminal offence has been committed, is being committed, or is likely to be committed; or that a person has failed, is failing or is likely to fail to comply with any legal obligation to which he is subject; that information tending to show any [of the above matters] has been or is likely to be deliberately concealed.

24. Disclosure: 24. On 02/02/2021

"I've not been able to sit down with anybody and give the details to them because nobody has wanted to listen to that level of detail and the people that have been put in front of me have no idea of one the stuff that I was doing on cmms, they just thought it was data entry, you had no idea of constantly importing and installing Coswin and ORACLE and Java onto PCs week in week out and I now know using the version of ORACLE that we were using 8i which went out of date in 2000 or 2003, we should not have been using that and we've been using that for so many years on our network at work which is dangerous. We should not have been using dated ORACLE database drivers."

a. Verbally informed: Managing director Greg Summers & Head of HR Vicky Proctor.

b. Basis: Using unlicensed software or breaking the terms of a licence is considered software piracy. This is a criminal offence.

c. Tended to show that a criminal offence has been committed, is being committed, or is likely to be committed.

Detriments (ERA section 47B)

1. The act by the respondent of: Allowing me to develop and maintain computer systems of which the respondent did not hold the correct licensing for.

a. I had been working on these systems between 2009 and 2019. Without the correct licensing this work could have put me at risk of prosecution for software licensing wrongdoing.

2. The act by the respondent of: To overlook the natural progression opportunities that should have come from this work.

a. Despite taking on the CMMS work from the control systems engineer SK in 2009 and then maintenance manager MC in 2018 and implementing the new cmms system in 2019 I gained no benefit whatsoever. I do not believe the respondent never had any intention of allowing me to gain any progression from, any pay increase, or official documentation of my work. This was a conscious decision made by the respondent that had a long-term negative effect on my career and mental health after realising I had wasted 10 years of my working life.

b. In January 2020, the job evaluation process had been completed and I was sent documentation in the post. The documentation had no mention of my CMMS work as requested. Overlooked or ignored for the inclusion of the work I had now been doing for some 10 years.

3. The act by the respondent of: Undermining behaviour intended to destroy an employee's confidence. For example, open criticism or alleging that others have complained where, in fact, there is no evidence of any complaint.

a. 23/10/2018 Engineering manager Ron Jones and new employee call out the vendor for a meeting for reasons unknown to me and that I was not informed about. Around this time both engineering manager Ron Jones and new employee are now suggesting they do not believe we need the mobile phone module of the system. The whole point of the mobile phone module was to allow engineers to access the system remotely and create a paperless system and without this module it would make it no different than the current system we were using at the time and therefore pointless in spending £50,000. Neither of the two had any working knowledge of our system at that time but somehow both felt it was not required.

b. 19/11/2018 Engineering manager Ron Jones unexpectedly questioned my set up of the system, suggesting my asset database was not how it should be or like it said in an example from a manual. Prior to this he had barely said a word about specific requirements for the system in 10 years but was now making several sudden suggestions two years too late. Despite this random input from engineering manager Ron Jones the vendors CMMS implementation specialist said my structure was set up well. Another external CMMS specialist also said it was set up well and said he would like to adopt some of my naming convention on his CMMS system at his place of work.

4. The act by the respondent of: Withholding secondment documentation / Being unable to apply to get new employment because the employer refuses to provide you with employment particulars.

a. On 01/10/2018 I was asked by management to serve a secondment to engineering to speed up the implementation of the new cmms system. The staff seconded into my role were given official documentation and a grade level increase. I received nothing. From 01/10/2018 to 13/01/2021 I had repeatedly asked for this documentation. This prevented me from realistically applying for work elsewhere in this industry.

5. The act by the respondent of: Setting me up to fail by intentionally causing obstructions and interference to prevent me completing my work.

a. 04/01/2019 to 02/09/2019 Set up to fail with an inexperienced employee placed on the project causing multiple errors whilst the respondent turned a blind eye infuriating me. I had taken me a great deal of time to prepare and implement this system only to see it get trashed by a new employee who had no knowledge or prior system building experience but was somehow suddenly let loose on a new live £50,000 system I was still implementing. Despite repeatedly informing engineering manager Ron Jones that the system database must be set up uniformly with a consistent naming convention, engineering manager Ron Jones did the complete opposite and requested the new employee to progress the build of a new department following no naming convention or structure, adding random whatever springs to mind data, and ruining the reporting capabilities of the system. On 02/09/2019 I had a nervous breakdown at work. 4 weeks after I went off the system was replaced. The respondent did not inform me of this for 12 months. I now realise the respondent did not have any concern of how the system was set up as they already knew it was going to be scrapped just as soon as I had built it. The entire process was just a paper exercise, but I was the only one that was not informed of this.

6. The act by the respondent of: Springing surprises i.e.: calling last-minute meetings but failing to share data or advise in advance what the purpose of the meeting is and what the likely outcomes may be.

a. 30/04/2019 New engineering manager Chris Hanson cancelled the mobile phone module without any discussion or warning to me and only informed me of this as I was walking into a meeting with the sales director and lead implementation specialist from this vendor. A meeting I had only been informed about just moments earlier.

b. He then informed me that he has cancelled our professional training day workshops from the vendor, and he was bringing in a friend of his to apparently show us how to use the system that I had just built. A week later his friend arrives, and it becomes clear he is not familiar with our version of the system but an older version. I question some of these bizarre decisions as things were not adding up. I then get informed that after 10 years running and maintaining the system that I am no longer needed on the project and will be going back to my old job by this manager who had only been at the company for 3 months. A week later this manager suddenly left.

7. The act by the respondent of: Failure to act when it becomes clear an employee is showing signs of stress. Failure to have these reported incidents correctly documented, investigated or risk assessed as required by law. If this is ignored it can enable the situation to grow into a worse state.

a. 2019 I had confided in my shift manager Bill Parkin informing him of my issues on the project weekly. I had many irate disputes with how the project was being pushed and pulled in many directions.

b. 02/05/2019 Text message to shift manager Bill Parkin "Bloody work politics really starting to piss me off mate....!!! I'm fucking fuming? Need a chat. "

c. 09/05/2019 I informed Head of HR Vicky Proctor about my irate frustrations on project and of the adverse effects of morale within the department due to sudden irregular changes, sackings, and the fact that some engineers were told they did not hold the correct certification to do their jobs.

d. On 10/05/2019 I had a meeting with my shift managers Janet Mottershead and Bill Parkin discussing issues I was experiencing on the cmms project at that time where I had informed them of becoming "pushed to the limit and worried, I was going to end up in an altercation" "had never been so irate at work before in 29 years" and that a comment from the new employee that "Mike didn't know what the fuck he was doing" had incensed me. Shift manager Janet Mottershead had claimed to have taken notes from this meeting. When I eventually got to see this document a year later via a SAR it now had no mention of my irate issues and was now describing an event that did not happen for some four weeks after this meeting had taken place.

e. 17/05/2019 I have a meeting with manufacturing manager Kevin Hodgson: Notes of Conversation with P Edwards Meeting held 17th May I spoke to Paul to get his view on the current status of the Agility project. Here are some of my notes from the meeting. There have been over 300 jobs put into Agility since going live in Sensitising. There have been some errors in the allocation of these jobs to plant equipment. Paul believes this will improve but thinks there will always be a need for some manual intervention.

f. He is no longer involved in any work elsewhere on site. He was asked by Chris, for a period, to try to get all the central contracts onto the system. Paul does not know what is going on or planned for site roll out. Paul does not believe he has been listened too throughout the project. Not sure if this because he has put a lot of effort into helping Mike with Coswin over the years or not. He was challenged (I think by Ian) about the naming structure he was putting in place. However, Tony D was so impressed he is going to copy this structure back at the place he works for. Tony D is also only using the basic agility package instead of the package we have.

g. Paul believes Chris was trying to run before he could walk in terms of what he wanted from Agility. Paul thought the service contracts could have been left until Sensitising was complete. Paul believes that Chris has cancelled the contract for Auto agility with no explanation given to Paul. Auto Agility enables the use of the phones and auto data collection. This route would need more data input by the lads but would give more immediate data collection. The current system has to wait for the craft to feedback which can be days. Paul says the Wifi seems ok but not really being tested through the plant because of the cancellation of auto agility.

h. Paul believes Chris brought in Tony Duke because Chris wanted Tony to replicate the type of reports that Chris used to have in his previous employment using the basic package. Paul still wants to see the job through for Sensitising.

i. I had now informed all my immediate managers that something was not right, and that I was at the end of my tether, but everything was swept under the carpet.

8. The act by the respondent of: Falsifying meeting notes.

a. On 10/05/2019 I had a meeting with my shift managers Janet Mottershead and Bill Parkin discussing issues I was experiencing on the cmms project at that time where I had informed them of becoming "pushed to the limit and worried, I was going to end up in an altercation" "had never been so irate at work before in 29 years" and that a comment from the new employee that "Mike didn't know what the fuck he was doing" had incensed me. Shift manager Janet Mottershead had claimed to have taken notes from this meeting. When I eventually got to see this document a year later via a SAR it now had no mention of my irate issues and was now describing an event that did not happen for some four weeks after this meeting had taken place. These were proof of my reported issues and were necessary for any HS&E investigation.

9. The act by the respondent of: Injury to your feelings which you've suffered because of the detriment.

a. 02/09/2019 Victimised in 2019 after completing the first part of the CMMS implementation and replacing the old system. I then received a barrage of abnormal treatment never experienced before in 29 years with the company. This led to many disputes causing me to blow my fuse on many occasions. I had informed my shift managers almost every week of the ridiculous problems I was experiencing. This treatment caused or materially contributed to me developing anxiety, palpitations, panic attacks and an eventual nervous breakdown at work. I believed this was further discrimination in trying to force me out of this position to prevent the need to offer me the progression opportunities that should naturally have followed from my historical CMMS work.

b. 23/09/2020 One year later I found out that the respondent had scrapped the new £50,000 system just 4 weeks after I went off. Everything became clear and the enormity of the situation blew me away, my mental health was shattered, 15 years of wasted work and effort in trying to progress my employment opportunities only to find out it was to facilitate a paper exercise, cover up.

c. Regardless of whether this was victimisation or discrimination the result was that I was being treated differently and unfairly in comparison to other employees. When this happens on several occasions it results in stress and depression. I believe this continuous treatment caused or materially contributed to my nervous breakdown and continuing ill health.

10. The act by the respondent of: Where the employee is subjected to humiliating and demeaning comments.

a. 19/02/2020 The HR manager Jane Langley wrote an occupational health referral. I did not get to see this referral until I had made a SAR request some 6 months later. When I did eventually get to see this report, I became irate. This referral was weaponizing, discriminatory and dangerous and its only intention was to discredit me and land me in trouble by the twisting of facts to make it sound like I was armed and mentally unstable and in the wrong hands could have resulted in an armed response unit at my door. This matter alone created multiple panic attacks when I realised the danger a person with my protected characteristic of race could have been put in from this discriminatory (Karen incident) referral.

11. The act by the respondent of: Denying training or involvement which in turn would result in not being able to advance their career with new jobs skills and therefore missing out on new opportunities.

a. 23/09/2020 After repeating my disclosures and making an assertion for the respondent to provide me with employment particulars of my secondment the respondents attitude changed, and I was excluded from any involvement with the new cmms replacement system.

12. The act by the respondent of: Moving goalposts or changing elements of an employee job description without first engaging in discussion or making reference to a change-management policy.

a. 23/09/2020 After repeating my disclosures and making an assertion for the respondent to provide me with employment particulars of my secondment the respondents attitude changed, and I was stripped of this longstanding cmms work and numerous different excuses given for why this work was not included on my job evaluation. Prior to these comments on 25/02/2019 engineering manager Chris Hanson in an email said "IR/PE All hours worked on Agility to date are to be recorded and submitted to CH to be Capitalised."

b. Between 17/09/2020 and 13/01/2021 Various excuses were given as to why after one manager was claiming my pay was to be capitalised to suddenly after repeating my disclosure, I am now told my 10 years of work is not really my job and can't be included on my job description such as: You did not ask, You were not in to ask, Its only for main aspects not secondment roles, Cannot work on cmms as notes say not fit to work, You did not have to do it, The system is being replace so do not need you to do it now, It is actually the engineering mangers job, Its only data entry and probably lower grade than PC but in any case, I do not intend to include it in the evaluation as the job no longer exists, You now need to be an engineer to do this role.

13. The act by the respondent of: If comments are made by the employer about why the employee is making such claims or why they are asserting their employment rights.

a. 14/10/2020 Rather than accepting my whistleblowing disclosures and dealing with these disclosures correctly my shift manager Janet Mottershead was insinuating I wanted to externally whistle blow this information stating "Why would you, why would you want to tell these bodies, whoever? I don't know anything about that kind of stuff. Why would you want to tell them."

14 The act by the respondent of: Breach of confidentiality.

a. 23/09/2020 During my grievance discussions in 2020 shift manager Janet Mottershead and HR manager Jane Langley were holding meetings and exchanging emails regarding my situation with other employees such as the union official and manufacturing manager Kevin Hodgson without my knowledge. In a meeting on 23/09/2020 and again on 14/10/2020 both shift manager Janet Mottershead and HR manager Jane Langley denied any discussions took place despite email evidence received through SAR showing otherwise.

b. 23/09/2020, Paul Edwards. I have not spoken to anybody apart from yourselves and the doctor. I am getting text messages of people saying how is your back. So, where's that come from?

c. 23.09.2020, HR manager Jane Langley. First of all, now, Paul please, please be reassured that there has been no leak of confidential information from either sensitising management or HR.

d. 23.09.2020, Shift manager Janet Mottershead. Definitely not. Could I ask, do you think it could have come from Tony, Tony, because I know he has been to your house to collect your notes and things? Could it come from Tony, but definitely we've not said anything to anybody.

e. 23.09.2020, Paul Edwards. This is very confusing, because I have had a message of him asking me, how is my back? When he knows very well and I have told him, it is not public knowledge, I have had some sort of breakdown. So why after that, am I getting messages off him saying, how is my back?

f. 23.09.2020, HR manager Jane Langley. I mean, I can't answer that.

g. 23.09.2020, Shift manager Janet Mottershead. I can't answer that either.

h. 14.10.2020, Paul Edwards. If there is a conversation between the company and GMB, this was even before I got in touch with Mark, that is relevant and it should be on my information, data protection, he should not be informed whatsoever of anything to do with this or if he is I should have the information too.

i. 14.10.2020, Shift manager Janet Mottershead. We haven't had a conversation.

j. 14.10.2020, HR manager Jane Langley. All due respect Paul that has got nothing to do with us.

k. 14.10.2020, Shift manager Janet Mottershead. No absolutely nothing.

l. This is just one of the conversations that apparently didn't happen.

m. 23/07/2020, HR manager Jane Langley, From: (Redacted) Sent: 23 July 2020 10:01 To: Mark Yarwood
<mark.yarwood@harmantechnology.com> Cc: (Redacted) <(Redacted)@gmb.org.uk>
Subject: RE: confidential Hi Mark Thanks for letting me know. I'm pleased to hear that Paul has involved the union in this as he is clearly not well and needs someone to support and guide him. Not sure where you're up to so probably best for us to get together when you return from shutdown but Janet and I had a long chat with Paul on Zoom and he was very honest about his current situation. We have asked him for permission for Occupational Health to contact his GP to determine what is happening in terms of his treatment etc. We also hope this will present Occupational Health with an opportunity to apply some pressure on his GP as they were critical of the support Paul was receiving. I

have made Paul aware of the suggestions the nurse made, so hopefully he will consider, and apply, some of these. I hope you have a good week and we'll catch up when you're back on site. Regards (Redacted)

15. Any financial losses you've suffered as a result of the detriment.

a. 13/01/2021 If my disclosures are correct and management knew they should not have been using the CMMS system, it would explain why my work has been intentionally ignored or covered up. This means my career has been intentionally held back and therefore the correct salary for this work ignored possibly since 2009.

b. Loss of possible pay had I had official documentation and worked for a reputable CMMS company.

c. Loss of pay going forward as now unemployable.

16. The act by the respondent of: Failure to carry out fair and thorough grievance and whistleblowing investigation and deciding in advance of an investigation that a complaint would not be upheld. (i.e.: pre-determined outcomes). Warning signs include a refusal to appoint an independent, impartial, workplace investigator in grievance and disciplinary cases.

a. 14/10/2020 Grievance meeting 4 with the shift manager Janet Mottershead & HR manager Jane Langley. I formally raise my issues and disclosures once again. Grievance dismissed. Denied a fair and impartial investigation as recommended by ACAS when dealing with public interest disclosures or technical disputes such as this. This resulted in the respondent making a pre-determined decision and not having my claims of victimisation and discrimination investigated fully or taken seriously.

b. 19/11/2020 Grievance appeal with the Head of HR Vicky Proctor & Sales director Giles Branthwaite. I formally raise my issues and disclosures once again. Grievance dismissed. Denied a fair and impartial investigation as recommended by ACAS when dealing with public interest disclosures or technical disputes such as this. This resulted in the respondent making a pre-determined decision and not having my claims of victimisation and discrimination investigated fully or taken seriously.

c. 13/01/2021 I had my contract of employment terminated by shift manager Janet Mottershead & HR manager Jane Langley. Denied a fair and impartial investigation as recommended by ACAS when dealing with public interest disclosures or technical disputes such as this. This resulted in the respondent making a pre-determined decision and not having my claims of victimisation and discrimination investigated fully or taken seriously.

d. 02/02/2021 Contract termination appeal with the Head of HR Vicky Proctor and Managing Director Greg Summers. I formally raise my issues and disclosures once again. Appeal dismissed. Denied a fair and impartial investigation as recommended by ACAS when dealing with public interest disclosures or technical disputes such as this. This resulted in the respondent making a pre-determined decision and not having my claims of victimisation and discrimination investigated fully or taken seriously.