

STATES OF GUERNSEY
BOARD OF INDUSTRY

FORM EMPROT 3

For office use only.
Case No: UD02/02

EMPLOYMENT PROTECTION (GUERNSEY) LAW, 1998
NOTIFICATION OF ADJUDICATOR'S DECISION

On a complaint of unfair dismissal, or failure by an employer to provide a written statement of reason(s) for dismissal, this award, (subject to the rights of appeal to the Royal Court, as set out in the Law), is legally binding and is the final decision of the Adjudicator.

Adjudication Hearing held on 30 and 31 October, 1 November and 2 December 2002

between

Applicant: Mrs Anne Wiggins and Respondent: States of Guernsey Board of Health

Adjudicator: Mr Peter Woodward

Nature of Dispute:

During the period 29th May 2000 to 6th January 2002 Mrs Wiggins was employed as an NVQ Training Coordinator with the Board of Health. She claimed that, whilst in this employment, her position had become intolerable as the result of a "considerable period of time attempting to overcome a variety of difficulties which had made any chance of becoming a productive member of the team unviable". Mrs Wiggins contended that this went to the root of her employment contract and that her loss of trust and confidence in her employer gave her no alternative course other than to resign. She claimed unfair dismissal (constructive) under The Employment Protection (Guernsey) Law, 1998

The Board of Health denied that any of the matters listed by Mrs Wiggins in her submission to the Adjudicator provided the grounds for a claim of constructive dismissal

Adjudicators Decision

Following a comprehensive review of testimony and relevant documents the adjudicator could not establish, on the balance of probabilities, that the BOH acted in such way that their conduct amounted to a repudiation of the implied term in the contract of employment of trust and confidence. Mrs Wiggins' claim was, therefore, not upheld

Amount of Award (if applicable): None

NOTE: Any award made by an Adjudicator may be liable to Income Tax

Any costs relating to the recovery of this award are to be borne by the Employer

Signature of Adjudicator

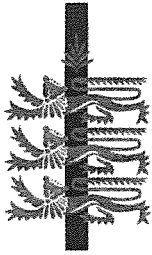
Mr P Woodward



Date

13/12/2002.

The detailed reasons for the Adjudicator's Decision are available on application to the Secretary to the Adjudicators, Raymond Falla House, PO Box 459, Longue Rue, St Martins, Guernsey, GY1 6AF



EMPLOYMENT PROTECTION (GUERNSEY) LAW, 1998 REASONS FOR ADJUDICATOR'S DECISION

The Law referred to in this document is The Employment Protection (Guernsey) Law, 1998.

1 Claim

- 1.1 The Plaintiff, Mrs Wiggins, was employed by the States of Guernsey Board of Health (BOH) in a number of roles during the period 1st May 1975 to 6th January 2002, and these dates were corroborated by the EMPROT 2 (response form) supplied by the BOH.
- 1.2 Her final role in this employment was as NVQ Training Coordinator at the Institute of Health Studies (IHS), commencing on the 29th May 2000 and ending on the 6th January 2002. A Contract of Employment was issued on the 29th May 2000 confirming Mrs Wiggins in this role and was signed by Mrs Wiggins on the 28th July 2000. It was given in evidence during the hearing that it was normal BOH practice to issue a new contract when a significant change in role occurred.
- 1.3 In the EMPROT 1 (application form) submitted on the 30th January 2002 Mrs Wiggins claimed unfair dismissal (constructive) under the provisions of the Employment Protection (Guernsey) Law, 1998.
- 1.4 Mrs Wiggins claimed in the EMPROT 1 that "her position had become intolerable" and this, she stated in writing, was "the result of a considerable period of time attempting to overcome a variety of difficulties which has made any chance of becoming a productive member of the team unviable". Mrs Wiggins contended that this went to the root of her employment contract and that her loss of trust and confidence in her employer gave her no alternative course other than to resign.
- 1.5 In the EMPROT 1 Mrs Wiggins alleged examples of these "difficulties", all of these allegations, plus additional issues, were addressed during the Hearing, either by written or oral testimony, or a combination of both.
- 1.6 The BOH in their EMPROT 2 gave a detailed rebuttal of the "examples" alleged in the EMPROT 1 and in summary stated that Mrs Wiggins "has failed to identify any incident amounting to a breach of contract (whether taken alone or as the final stage of a series of acts), which is sufficiently closely related to the date and circumstances of her resignation".
- 1.7 The BOH addressed their rebuttal of this claim during the Hearing, either by written or oral testimony or a combination of both.

1.8 It should be noted that in his closing statement Advocate McMahon, (representing the BOH), stated that there might be no case to answer as Mrs Wiggins had secured alternative employment with the States of Guernsey with the Social Security Authority. This led to a request by the plaintiff that the case should be reopened to allow a formal rebuttal of this claim. I declined to re-open the Hearing on the following basis:

1.8.1 I would refer both parties to Part 2, Section 5 of the Employment Protection (Guernsey) Law, 1998, sub-section 2c. This states that "an employee shall be treated as dismissed by his employer if, but only if, the employee terminates that contract, with or without notice, in circumstances such that he is entitled to terminate it without notice by reason of the employer's conduct."

1.8.2 The above subsection clearly refers to the ending of a contract and I have no reason to believe that the contract commencing the 23rd May 2000 was not ended on the 6th January 2002, notwithstanding that Mrs Wiggins took up subsequent employment with the Social Security Authority.

1.8.3 Further to the above, no argument was developed in the Directions Hearing of the 23rd July or at the commencement of the Unfair Dismissal Hearing, or indeed during that Hearing, that the case should fall on the basis of there being no dismissal. I note that Advocate McMahon made only passing reference in the closing minutes of his closing statement that this might be an issue.

1.8.4 Finally, I refer to the EMPROT 2, which is ambiguous in relation to this matter. Paragraph 6 of EMPROT 2 refers to the "Employee's Resignation" and that Mrs Wiggins "had secured alternative employment within the States of Guernsey"

1.9 Given the above I have no personal doubts that a contract of employment did end on the 6th January 2002 and that there was a case to answer by the BOH.

2 Representatives

2.1 Mr Wiggins represented Mrs Wiggins for the whole of the proceedings, with the exception of a letter written on behalf Mrs Wiggins by Advocate Louise Hall on the 4th December already referenced in the previous "Claim" section.

2.2 Advocate McMahon represented the Board of Health for the whole of the proceedings.

3 Witnesses

3.1 For Mrs Wiggins: -

- Mrs Caroline Foster-Doan, Retired Link Lecturer

3.2 For the BOH

- Mr Hughes, Chief Executive, BOH
- Mrs Poxon, Director of Health Studies and Senior Nurse Manager
- Mrs Pearson, Ward Sister, Kinnersley Ward, KEVII
- Mrs Charlesworth, NVQ Administrator & Deputy Centre Coordinator, IHS
- Mrs Fleming, Deputy Director for Health Studies IHS
- Mr Andy Fuller, Senior Health Manager IHS
- Mr Timothy Langlois, Personnel Director, Civil Service Board

3.3 Called by the Adjudicator

- Mrs Wiggins

4 Documents

4.1 Entered by Plaintiff (Mrs Wiggins)

- EE 1: - Correspondence file including correspondence items numbered 1-80
- EE 2: - Supplementary documents numbered 1 – 77
- EE 3: - Correspondence from Roz Osborne Royal College of Nursing (RCN) to Mrs Wiggins
- EE 4: - Correspondence from Mrs Wiggins to Roz Osborne (RCN)
- EE 5: - Correspondence from Mrs Wiggins to Roz Osborne / Sue Donne (RCN)
- EE 6: - Correspondence to Sue Donne (RCN) from Mrs. Wiggins
- EE 7: - Four supplementary documents, including witness statements from Denise Evans and Rosemary Brown
- EE 8: - Various authorities and related opinions. Also a copy of the Guernsey Health & Safety at Work Ordinance 1987
- EE 9: - Copy of Closing Statement, read in full at the Hearing on 2 December 2002

4.2 Entered by Respondent (BOH)

- ER1: - Bundle of Documents numbered 1 - 415 including copy of Mrs Wiggins' contract of employment for the period 29th May 2000 to 6th January 2002, copies of various policies relating to employment, and other documentation relating to the case.
- ER2: - Notes of meeting held on the 13th March 2000

5 Findings of Fact

- 5.1 It should be noted that the period of the employment contract between the BOH and Mrs Wiggins was not disputed, see EMPROT 2, nor is it disputed that in that period she was employed by the IHS. However, beyond those simple facts much of the nature of the employment relationship between Mrs Wiggins is contested, including testimony as to events in 1999 that reach back to her previous role in Community Nursing.
- 5.2 Indeed, Mrs Wiggins gave testimony and entered evidence that indicated there might be confusion as to the exact nature of the role she had undertaken whilst at the IHS.
- 5.3 I will therefore move straight to the each of the arguments posed by Mrs. Wiggins and any rebuttal of her arguments by the BOH. If there are factual points to be made, or disagreements about facts, I will address these as I review the evidence submitted.

6 Evidence & Submissions

Firstly, the issues raised in the EMPROT 1 by Mrs Wiggins.

- 6.1 *Mrs Wiggins stated that the non-adherence by the BOH to policies and procedures led to her being unable to continue in Community Nursing*
 - 6.1.1 Mrs Wiggins had resigned from her post in Community Nursing in August 1999 and was in the process of moving to a role in the KEVII Hospital, however this role was not taken up and Mrs Wiggins rescinded her notice. It was noted both in EE 2, item 06 dated 19th November 1999, and in ER2, (Notes of meeting held on 13th March 2000), that a management decision had been made that, following her resignation from Community Nursing, Mrs Wiggins' post would not be filled and would be consolidated into the duties of other members of the team. Mrs Wiggins was certified sick for the period September 1999 to April 2000, and whilst on sick leave the BOH management retained Mrs Wiggins on her H Nursing grade with the apparent intention that she suffer no detriment to status
 - 6.1.2 Mrs Wiggins was not satisfied with the above and subsequently she lodged a formal grievance against Alan Hodgkinson (the Chief Executive of the BOH in that period) and Mr Andy Castle (Personnel Director for the BOH in that same period).

6.1.3 It was held by the respondent that this issue was too remote in time from her date of resignation and that Mrs Wiggins was in her post as NVQ training coordinator for over 16 months. Further, that Mrs Wiggins had in 1999 indicated a strong desire for a change of role. Thus it was argued by the BOH that she had fully accepted her new role. I am minded to accept this argument with the caveat that Mrs Wiggins did enter a formal grievance as to the above, and that this grievance was still an open issue at the time of her resignation. This grievance issue will be dealt with separately

6.2 *The "Bitching" (Mrs Poxon's terminology) that Mrs Wiggins endured about her subsequent relocation; the NVQ position not being advertised.*

6.2.1 Whilst it would seem that nursing colleagues expressed concerns or dissatisfaction with Mrs Wiggins and may have been less than happy that she was assigned to a non-advertised post, I do not find the evidence of systematic discrimination against Mrs Wiggins to be persuasive.

6.3 *Mrs Wiggins contention that she was excluded from meetings with her IHS colleagues (the reason given that she was "different" to everyone else and, after being in post for 16 months, being referred to as "a hybrid")*

6.3.1 On the basis of the evidence offered by Mrs Foster Doan and Mrs Poxon it seems that Mrs Wiggins was indeed going through a transitional phase and was enthusiastically developing new skills.

6.3.2 I would refer to the evidence given by Mrs Poxon, that there had been a genuine attempt by the BOH to get Mrs Wiggins back into a meaningful role after a long period of illness and that the role of NVQ lecturer was the best possible alternative to Community Nursing given Mrs Wiggins' qualifications and experience

6.3.3 Evidence was also entered that Mr Fuller, at the time Mrs Wiggins' senior manager, had referred to Mrs Wiggins as a Link Lecturer (refer to EE7) and this caused confusion in Mrs Wiggins' mind.

6.3.4 It is equally noteworthy that in her testimony Mrs Fleming indicated that the name of the assigned Link Lecturer was posted in the ward, and this was not Mrs Wiggins.

6.3.5 As to the meetings, I prefer on balance the evidence given by Mr Fuller, Mrs Fleming and Mrs Charlesworth, in that there was no systematic exclusion from meetings. It would seem from the testimony that balanced management judgements were made as to which meetings Mrs Wiggins should attend in her role as NVQ lecturer, this would seem to be normal management practice.

6.3.6 There was the period between June 2001 and October 2001 in which the role of Link Lecturer was vacant and Mrs Wiggins was apparently not clear in her own mind what role she had in that period.

6.3.7 However, I note that in EE2, section 03, there is a comprehensive Job Description that does not reference any Link Lecturer responsibilities

6.3.8 In summary, if there was some confusion I do not think it was intentional confusion, and it lay within the scope of Mrs Wiggins to ask for clarification. Whilst regrettable that this confusion should exist it did not in my opinion fundamentally breach the trust and confidence implied in her Employment Contract

6.4 *The tokenism of links with Kinnersley and Etoile Wards (e.g. being marginal to the educational auditing process).*

6.4.1 I am not persuaded that there was "tokenism" in respect of audits. Mrs Wiggins was clearly a fully participating member of the audit referenced in ER1 pages 360 to 385 led by an experienced external auditor Vasos Antoniou.

6.5 *Enduring criticism about her professional competency when she tried to correct shortcomings in clinical practice e.g. drug administration*

6.5.1 Considerable testimony was given on this subject and especially the issue of the Drugs trolley which was under the supervision of Sister Pearson, and as a layperson I cannot comment on whether standards were breached or not. However, having listened to the testimony of Mrs Poxon and Sister Pearson, I would imagine that there must be a clearest line of accountability by medical personnel for the administration of drugs. Having reviewed the memorandum from Sister Pearson (ER1 Page 355) to Mrs Wiggins, I am minded to consider this as an appropriately worded communication. Also given the robust support by Mrs Poxon of Mrs Wiggins' right to draw attention to her concerns on drug administration, both formally and informally, I would conclude that Mrs Wiggins did have appropriate channels to make her views known.

6.5.2 Additionally I would note that Mrs Wiggins was transferred to her role in the "Institute" with her pay and benefits maintained and given the evidence of Mrs Poxon, Mrs Fleming and Mr Fuller there is no evidence that Mrs Wiggins was disciplined or given a less than a satisfactory performance appraisal.

6.5.3 There is also the issue of alleged discrimination and it is evident from the witness statements in EE7 that some nursing staff in KEVII had criticisms of Mrs Wiggins. However, it is a significant step from colleagues expressing concerns or dissatisfaction with a fellow employee to systematic or significant discrimination against her; I do not find the evidence of discrimination against Mrs Wiggins to be persuasive.

6.5.4 It should also be noted that Mrs Wiggins indicated in several parts of her testimony that the lack of adherence to health standards had compromised her own professional standards. However, I believe that Mrs Wiggins' testimony indicated that she had misunderstood the "whistle blowing" policy of the BOH.

6.5.5 It was clearly part of her role (as with any other employee of the BOH) to raise Health and Safety issues promptly and clearly, which she had done. But this policy does not require her to be involved in the subsequent management or executive action that may arise from any complaint she may raise, nor she has a right to know what action may be taken with fellow employees. Her testimony revealed lack of clarity on this issue.

6.5.6 In summary, I did not hear testimony that supported a claim of "enduring criticism of professional competency", and I am satisfied that within the requirements of her role she was able to raise Health and Safety issues appropriately.

6.6 *Being coerced into being party to approving an unsatisfactory clinical area for student placements*

6.6.1 Despite considerable testimony from Mr Fuller and Mrs Wiggins I could not establish any evidence of "coercion" in requiring her to be party to an unsatisfactory audit report. From testimony given by Mr Fuller it is clear that there was a desire for Etoile Ward to come up to standard, however I did not hear of any sanction or penalty that might be imposed on Mrs Wiggins if she were to disagree with her colleagues on the audit team.

6.6.2 It would seem to me that the correct choice for Mrs Wiggins, as an experienced professional, was simply not to approve the audit and immediately enter a minority report. In the circumstances, she signed the report but then felt compelled to enter a minority report.

6.6.3 I not minded in respect of this event to place any major significance in respect of the plaintiff's claim.

6.7 *Contractual Notice*

6.7.1 Whilst not noted in the EMPROT 1, there is also the issue of one month's contractual notice versus three months, Mrs Wiggins contract offered the former. It was suggested in testimony, by Mrs Wiggins, that this was not appropriate notice given her seniority. It would seem to me that whilst three months might have been an option, Mrs Wiggins saw fit to sign the contract and apparently chose not to challenge on this issue until after her employment with the BOH had ended. If of course the notice was less than legally laid down by statute, or did not comply with BOH policy, Mrs Wiggins could have challenged on those grounds at any time during her employment.

6.8 *The unprofessional and insensitive handling of a complaint made by Ms A Collette to Sue Fleming on 14.10.01 (a non-working day)*

6.8.1 As this is the event that apparently triggered Mrs Wiggins' resignation I have reviewed in depth both the testimony and the documentation relating to this allegation, my findings are as follows: -

6.8.1.1 Mrs Wiggins knew on the 12th October that she had acquitted her teaching assignment to a good standard. There is written confirmation from an external assessor, EE2 section 20

6.8.1.2 Mrs Wiggins had the opportunity to personally review five anonymous course evaluations on the evening of Friday the 12th October 2001. None of these held any significant adverse critique, and in dealing with testimony from Andy Fuller and Sue Fleming (albeit witnesses for the Respondent) they could not pick out any element of feedback which was untypical from other well-run Institute of Health Studies training courses

6.8.1.3 It would not seem unreasonable for Mrs Fleming to call for the evaluations before discussing any potential complaint from Ms Collette as to the conduct or the content of the course

6.8.1.4 Whilst it is noteworthy that Ms Collette thought fit to ring a BOH employee on Sunday 14th October to voice her complaint, it does not in my opinion add particular weight to the complaint, particularly as the course had been externally assessed as satisfactory and the evaluation sheets indicated nothing abnormal. It was yet to be proven if the complaint had any merit or was totally groundless.

6.8.1.5 Both Mrs Charlesworth and Mrs Fleming testified as to the high emotional state of Mrs Wiggins on the 15th October.

6.8.2 In summary I cannot but view Mrs Wiggins' reactions on the 15th October as totally out of proportion to the communication of an alleged complaint. She did not know the nature of the complaint and she was well aware that from all available evidence that her course had run satisfactorily. It was in her own interests to logically and reasonably respond to questions from Mrs Fleming and advance her own view that the course ran as well as could be expected given known constraints, this she did not do.

6.9 The refusal of the BOH to give her certain documents and information to enable her to have "equality of arms" at a grievance hearing that might have enabled her to obtain some justice.

- 6.9.1 Mrs Wiggins had resigned from her post in Community Nursing in August 1999 and was in the process of moving to a role in the KEVII Hospital, however this role was not taken up and Mrs Wiggins rescinded her notice. It was noted both in EE 2 item 06 dated 19th November 1999 and in ER2 (Notes of meeting held on 13th March 2000) that a management decision had been made that following her resignation from Community Nursing that her post would not be filled and would be consolidated into the duties of other members of the team. Mrs Wiggins was certified sick for the period September 1999 to April 2000, and whilst on sick leave BOH management retained Mrs Wiggins on her H Nursing grade with the apparent intention that she suffer no detriment to status
- 6.9.2 Mrs Wiggins was not satisfied with the above and subsequently she lodged a formal grievance against Alan Hodgkinson (the Chief Executive of the BOH in that period) and Mr Andy Castle (Personnel Director for the BOH in that same period).
- 6.9.3 It was held by Mrs Wiggins that the Grievance Procedure was moving very slowly and she alleged that documents she believed should have been disclosed were either under the control of Mr Hodgkinson or of Mr Castle. It should be noted that neither of these individuals were still in the employment of the BOH at the time of the Hearing and neither party was called for, either by the Plaintiff or by the Respondent, it should be further noted that the Adjudicator had offered earlier Hearing dates that might have allowed Mr Castle to be called, however these dates were declined by Mrs Wiggins.
- 6.9.4 The BOH held that the grievances, which had been formally lodged by way of a letter on the 20th October 2000 from the RCN, were still proceeding towards a hearing in October 2001. The respondent claimed in the "EMPROT 2" that "the concerns about documentation (which were not raised by the RCN) would inevitably have been addressed". The Board of Health claims that it had no opportunity to demonstrate this willingness to address the documentation issue as the last letter they had on record from the RCN was dated 10th April 2001 stating that the RCN was "awaiting the Employee's further instructions" and the matter could not have been progressed in the period 10 April, 2001 to 15 October, 2001 without such instructions.
- 6.9.5 In the absence of testimony from either Mr Hodgkinson or Mr Castle I have had to rely primarily on testimony from Mr Hughes and Mrs Wiggins.

- 6.9.6 It is clear from her testimony that the ongoing Grievance Procedure did place personal stress on Mrs Wiggins, however it could be argued that, having placed her complaint in the hands of an RCN representative, she then complicated the issue by her insistence on discovery of documents prior to a Hearing. However I note that the BOH grievance procedure (ER1 pages 299 to 306) does not allow for discovery of documents and this could result in an impasse which, arguably, should have been addressed by the BOH.
- 6.9.7 Despite my concerns as to the speed and efficiency of the Grievance Procedure in relation to Mrs Wiggins' allegations I am minded to accept that Mrs Wiggins, with the assistance of the RCN, might have been able to reach a resolution eventually. In addition I cannot directly connect Mrs Wiggins ongoing concerns as to the Grievance Procedure with the alleged "last straw" event of the 14th /15th October 2001, which I have already addressed.

7 Closing Arguments

Firstly, the closing statement by Mr Wiggins on behalf of the plaintiff

- 7.1 Prominence was given to Health and Safety issues and I do not believe it is the role of an Adjudicator under The Employment Protection (Guernsey) Law, 1998 to comment on areas of medical specialty. However I am persuaded that it was a proper part of this Hearing to establish that Mrs Wiggins could raise concerns within the scope of her medical expertise and not suffer detriment in her employment. If there was evidence that Mrs Wiggins was disciplined or significantly disadvantaged in exercising her "whistle blowing" rights then this could well be an issue that goes to the root of the employment contract. However I put significant weight on the testimony given by Mrs Poxon that Mrs Wiggins did exercise this right without penalty and in my opinion Mrs Wiggins could not provide evidence of any substance that she had been penalised for "whistle blowing".
- 7.2 Drugs safety was also included in the closing argument however, I believe that Mrs Wiggins concerns were dealt with appropriately, from a managerial standpoint, by Mrs Poxon.
- 7.3 The closing argument also referred to the role of Link Lecturer and confusion as to Mrs Wiggins' precise status. Whilst the evidence does support some confusion in role titles I am not minded to consider this as a deliberate act to undermine the plaintiff. I am also minded to believe that the BOH had created a "hybrid" role for Mrs Wiggins with the best of intentions i.e. to have her rejoin the BOH after a long illness in a role that used her capabilities. A comprehensive Job Statement can be found in EE2 section 03

- 7.4 A significant element in the closing argument from Mr Wiggins was the issue of the operation by the BOH of their grievance procedure. He stated that in his opinion that the procedure had not observed the rules of natural justice. This issue has been of considerable concern in my determination of this hearing. The grievance was already a year old at the time of Mrs Wiggins' resignation and there is also the issue of discovery of documents, the grievance procedure being silent on this issue. I am persuaded that there was evidence that the BOH still believed it was in progress and that the RCN was acting on behalf of Mrs Wiggins, however it would seem to me that the slowness of the procedure would place additional stress on any employee in this position.
- 7.5 On balance, I come to the conclusion that, whilst frustrating for Mrs Wiggins, there was evidence that she was still going through a grievance process and that she was being supported by the RCN. In these circumstances it might have been more appropriate to stay with the process and raise the issue of discovery of documents at the time of a Hearing with the Board.
- 7.6 Finally, the closing argument sought to portray the way that the Deputy Director of the Institute for Health Studies handled a complaint as the "last straw" event. On this issue I am not minded to accept that the BOH handled this issue in an improper way. I put weight on the testimony given by Mrs Fleming and Mrs Charlesworth as to the very distressed state that Mrs Wiggins appeared to demonstrate on the morning of 15 October. It would seem to me that Mrs Wiggins had every reason to believe she had conducted the course appropriately within known limitations.
- 7.7 Turning to the closing argument presented by Advocate McMahon, on behalf of the BOH, I have already dealt with the issue of possible continuing employment with the States of Guernsey and expressed the opinion that a contract of employment did come to an end on the 6th January 2002
- 7.8 Apart from this issue, Advocate McMahon reviewed each issue detailed by Mrs Wiggins in EMPROT1 and made rebuttals based on testimony and documented evidence. These are comprehended in my comments on Mr Wiggins' closing arguments

8 Summary

- 8.1 Whilst I have some concerns over the speed and nature of the BOH grievance procedure, and note possible confusion over Mrs Wiggins' role title, I am not convinced, based on the evidence, that the BOH acted in such a way that their conduct amounted to a repudiation of the implied term in the contract of employment of trust and confidence. I therefore find for the respondent.

Signature of Adjudicator

Mr P Woodward

Date

13/12/2002.