

24 February 2014 - Pre ET

T - Mutch - President for entire period?

N - For life - President for life (D's - 4 yr terms)

T - rolling terms?

N - Yes.

T - 2011 - Sq D's - Turner, Van Aalst, Fingley, Wyles, Powell
(Wyles also Co-sec.).

L - Term ran out + no-one noticed - why extra position

T - so, he remained.

- NC - 2011 - N.C = Paul Turner, Vice = Jolyn Lawson.

- when refer to N.C. Chair = National Chair.

N - P. Turner chair of Board

T - Almost automatic.

N - Vice president?

N - Some but inactive.

T - 2012 - Liversidge, Walker, Lavender, Broad (resigned 4 months after election), Van Aalst, Powell, Danson, Cox.

- Danson Broad's replacement?

N - Yes - Co-opted. Broad 2012 resigned. Cox replaced Powell.

T - so Wyles remained.

- NC - Chair became Powell + vice - Peake.

L - Peake resigned Nov. 2012 + Selina took over as acting chair.

T - Walker became chair elect?

N - His only nomination valid in 2012 but he withdrew late March/April.

T - Mutch - President - ed. of The Head (contractor).

- Stewenson - Contractor - shows + products.

- Mummings - role

N - Political advisor - London - p17.

L - Now works for @ full time

T - Transport policy advisor

N - Yes

T - Walker still Contractor, Magic Action promoters - raises funds for Yorkshire MPs.

T - Difficulty with organisation is - lots of ppl have several roles. Member, employees, D's, Contractors etc. run of Plc + another hand, net.

- Walker - role, if any, before April 2012 AGC.

N - No formal role in MAC.

T - Paddy - Claims - expenses - said been processed?

P - Yes by Sterling in finance - works out VAT, Mileage etc. - done all that - her coding on forms - total arrived at. Had a bank card - Paddy used for fuel. She xref. with statements + deducted. All done.

T - Approved?

P - by Mch

N - I would approve after Julie's doing. Pat 2nd. I found + I checked would check.

P - Julie had processed.

T - ones completed away from work - not processed!

P - She processed them + after.....

Eileen comes in with bundle from NFL - supp. bundle]

T - 4 apps. dismissed - app. to include amended transcripts

T - Did best + handled expenses in.

P - About 6 months. Julie sent them back to me so knew processed. Julie instructed not to pay me.

T - processed them anyway. Typed them up now though.

P - Error Eas carder meeting - didn't have planner

T - no one signed Contract? Haven't seen one - just summary + template. Just general.

N - Contracts the same for all staff.

T - likely to have been the one signed? ① Contract ② particulars.
- Accepts expenses less deductions.

P - one is visa deduction - accept - wouldn't know.

T - Accept what he has deducted.

N - E192 deduction - expect x no. miles to work + if travel extra only travel exp. in excess can be claimed.

T - done what we've been asked to do + he accepts exp.
+ we accept deductions. All subject to 'over pay' claim
being an SSP.

N - Template Contract - does appear to have been what
has been signed by us.

T - Has standard term in about absence. Custom +
practice - not unusual, reasonable to expect?

N - yes - happened across board. If someone of all-employer
paid full wage - cannot think of anytime not
paid.

T - Ignored template. Contract states SSP. M/B - discretionary
Sick pay. 4 wks full + 4 wks half pay. Focusing
on this (789).

L - regardless of length of service.

N - Can't think of anyone less than 12 months
affected.

- paid in full for all absences.

T - Absences Paddy

P - 5 days in 2011... or 2 weeks - paid full pay not
SSP.

TS - Not pursuing NB expenses.

1:50

Judge Kennedy.

Lo: Read all statements, grievance letters, outcomest resignation
letters - timetable - finish by 2:30pm Thursday. will
stick to this - in hrs rather than times. call NB.

2 hrs for X Exam.

Lo NB Summ in - affirmed.

Lo J: straight through to 4pm. open @ your statement
another bundle - 'Suff bundle'.

Lo L - handed with transcripts by QDOS - re-transcribed.

T - Subset of 1/4 apps. end Jan. Aff dismissed.

J - judge Tucher said you could bring your own.

- I know all feeling - so just C&PA.

T - Turn to last page of statement - signature -
Your signature. Read it? True? Changes?

N - yes - yes - yes - no changes.

L - worked for MAC since when

NB - 27/5/08 + before Metro industry.

- superiors above + below.

L - if superiors asked you to convene meeting?

NB - would agree to this

L - Modern office with Coms?

NB - Yes + all working.

L - Managed office

NB - Yes

L - 12/3 asked to convene meeting

NB - for 18/3?

L - Yes

NB - Did pass on request to staff.

L - Contacted P next?

NB - Not sure if next but ps - she was chairing
meeting as part of Board.

- when @ in app. undertook NC always meet
sr body.

L - No evidence. Co. run by D + P not a D.

NB - Correct.

L - Went outside line management - why?

NB - NO - approach to Nat. Chair because staff + me
subscribed to all treatment. Tried to sort for a
while - assurances matters being dealt with.
2 D's complained about put in charge - Did
convene meeting but went to see person
who oversaw board to raise issue.

L - P379.

- Ask you of about Colluding with Staff - read it.
(left in office).

T - 2nd hole punch - just about 'right okay'.

L - You go on to refuse to answer @

NB - Yes.

L - 5th amend. USA Constitution?

NB - Yes

L - Straight @ - straight answer

NB - Normal CWCS - fair. However - not straight @ - loaded. Collusion has specific meaning. unsure of what NFL meant with use. Didnt want to raise temp. in interview + so best way is to fit him to grievance

L - Discourse with LS + PT as to how prevent meetings 18/3 happening

NB - NO

L - P304

- in this email - from LS - written by you?

NB - NO

L - P311

- email - LS refuses to have meeting - written by you?

NB - NO.

L - P310

- email from PT - 15/3 @ 10:33... sorry mine 10:47 - Paddy saying wont attend - written by you?

NB - NO.

L - P301

- 15:21 - agenda requested?

NB - way to demo. O'neill - yes.

L - 15:12 - replied - Clock fast in server

- P337

- emails - email from you... from me (P338).

you reply on p337 but I replied - top of page -
pc clock wrong

NB - server clock

- whether pc / server - was mistimed.

L - LS clock not wrong?

NB - No

L - or FT?

NB - unsure? not disputing my clock incorrect.

L - p310

- p235 Sorry - Smiths clock wasnt wrong -
She emailed SL @ 14:04 - above 14:23
response. So her clock right?

NB - 19 min. different but cannot comment?

L - p252

- Smith emails 01:58 to SL + SL replies @
15:35 + 16:03 Response from SL. Her pc not
fast.

L - p304

- email from LS you deny writing. LS writes
@ 17:34 (NFL - 17:30 - written by you)

NB - NO.

L - LS clock right yours wrong.

NB - Difference in time LS + SL - 19 min. These
matter of 4 min. only can say I didn't write it.

L - LS timesheet - honest aren't they - left before
email.

T - No timesheets - if he wishes to reply.

NB - it is a timesheet (L presents NB with copy) -
attached to email NFL ref. to (to TS). Looking -
can't see a name designating whose it is.
- possibly she wrote email after leaving -
always worked extra. Hardworking.

L - p310 - PT's email you said you didn't write.

- PT - @ 10:47 Reply @ 10:33

J - p309. I think.

- 10:47 p310.

10:33 ...

NB - 4 min. difference

L - 14 min.

NB - p309 - 10:43 - 4 min. difference. Supports what I say about IT support - server issue.

L - put it to you - timing diff. - only 1 explanation - all emails from machine.

NB - server issue - didn't write any of those emails.

L - if server issue why no issue with emails between SL + LS?

NB - not sure if talking about issues on same day but can say didn't write emails from PT/LS.

L - fair summary - NFL out to get you from min. 1?

NB - Can only go from first exp. / things said to me about NFL's intentions. Not sure when day 1 was.

NFL contradictory in his attempt but overall impression - no goodwill, not trusted, acc. of standing in way of election. Tried to look after Co. best interests - not getting same back from him.

L - p101

- email NFL to PT - 1st para. - private email. no reason to lie. if wished it - foolish to put this in writing.

NB - not saying he intended to get rid of me from day 1 - may have been sincere. Others telling me different. proof in fiddling.

L - p185 - 74/10/12

NB - appraisal notes?

L - Yes - Board met + agreed basis for appraisal + approved these.

NB - If you say so, yes.

L - Talks about not prejudging... - not a warning - past, irrelevant... right in future.

- silly of me to write this if so intent on getting no?

NB - Cont. reading paras. Ask NFL to ft to what was being asked to sign.

L - Not asking you to sign - just to comment to go behaviour.

NB - would be stupid of you.

L - 2 lines - refers to keeping off record - 'his benefit'

NB - what it says.

L - pref. by me + approved by board wanting to continue - at odds?

NB - Contention re: this being genuine attempt. Not sure when you wanted to get no.

L - 1998

- 31/10/12 - reaction to offer to work in office

NB - Considered the offer - made twice - 2nd time talked to colleagues. 2nd time - new database etc. - not best use of time @ that point - polite.

L - Didn't want me in office?

NB - not @ that ft.

L - Autumn 2012 - visited ACM N.E. MAC.

NB - Believe you did.

L - request - for membership list

NB - Don't doubt it.

L - put to you in meetings?

NB - Yes

L - How long to issue? N.E. Refs.

NB - Contact details to those agreeing to be

added - regular updates.

L - Aug. 2012 asked you to distrib. how long?

NB - were being issued - no specific date

L - 6 months? only when we chased?

NB - No - about whether tele. no. to be inc. + whether to send contact details of those who didn't want to be added - this is where 6 months came from

- never issued - not my job - ask LS.

L - request through you

NB - did but for tele. no. + contact details of those who didn't want it.

L - P262

- 7/3 - trying to get them issued.

- P263 - " " " "

- P264-66 - " " "

- P269-271 - long unrolled about DPA.

- P275 - LS argument about issue.

- P277-280 - goes on.

- P285 - goes on.

- P286-287 - goes on.

- P291, P292, P294... so worn out - look @ this - offer to pay just Elk office out of own pocket. DPA officer - legitimate request.

NB - a?

J - Not one yet.

L - Didn't go out as fighting both + want to get info. issued.

NB - info. out on regular basis. 'Arguments' about whether no. collected for other reasons or collected from those didn't want dis.

P262 - Shows details sent. Query about phone no. + so contact details being sent

out - Most pages re: phone no.s. Main difficulty -
managing staff + meeting req. org. NFL acting
as individual D. Don't get clear Board instruction
from Board till end.

L - tele. pref. only raised @ end?

NB - tele. pref. not raised.

L - all about sending out no.s... LS sending
out nos?

- P83

NB - no tele. no.s.

L - left in office.

J - Agreed bundle.

C - Aware MFG involve financial grants

NB - Always must close.

L - 2012 - mentioned

- You engaged Craig Whitney £100 p.m. ... £150 p.m.

NB - didn't take on Contractor - working with
financial policy. £150 p.m. 3 months to
person raising funds. in regards to do this -
sum of money in favor - time limit.
purpose - beneficial to have someone to do
this. in favour delegated to me.

L - CW working for your private business

NB - not @ time. CW worked for co. Marketing -
set up alone - engaged him for fixed period
after that - Shomy press.

L - How closely manage PT?

NB - Didn't need v. close management. Dedicated
edu. + insightful. Regional rep. before - quarterly
not close man. - discussed with regularly.

L - Truthful

NB - Absolutely

L - P 255

L - Tyson makes serious allegations about Mutch-ftc -
publisher prevented images.

NB - heard that.

L - P256 - LS agrees with ft.

- open to interpretation.

- Tyson's statement to ODS - P486 - ft. 12. Tyson -
prevented choices. Scantily clad... Tyson truthful -
truthful?

NB - if members said to him - surely he was truthful.
dubious images. My new - Paddy put
more strongly than I would put it.

L - policeman (ex) can't find any pics.

NB - Can't recall any. Many images young girls in
summer dressed accordingly.

L - suggests sulci as mat.

NB - Paddy entitled to his opinion.

L - prevented?

NB - Not in para.

L - does

NB - quite right.

- his opinion - entitled - esp. if others agree.

- private interview - only you put in public
domain.

L - interview - Tyson made comment in ignorance
appeal.

J - ask Paddy in evidence.

L - fact - is it not - I never met / spoke to LS before 1813.

NB - Don't know - don't doubt it.

L - LS makes this in her statement in email
to TS + Richard Jones.

- Staff in state of trepidation - meeting with Nelson

NB - Yes

L - but never met her.

NB - email Coms. + statements. statements to Board relayed to LS - other members of Board (not party to these meetings).
L - who were D?

NB - lavender, fawell - told me.
- You wanted to see LS dismissed, criticisms of LS, PT + me.

- Mary on open email.

L - plan to have meeting with you. Email about Bussels. - 19th March. I emailed you 13th saying go to Bussels. P303 - ... P316 - email from Tyson - suddenly meeting Mon + Tues.

NB - were on Mon + Tues.

L - you told us Tues. meetings

NB - on both

L - P316 - mention meetings Mon + Tues. suddenly away Mon.

NB - Keith Taylor - Mon + Tues. att. badly worded - Mon. eve to travel + Tues for meeting. About Keith Taylor. Never said anything different.

L - no explanation later on - only news.

NB - no contradiction. Plan to get EuroStar on 18th after meeting.

- You gave me instruction, could comply with. Saw no ft in raising temp.

L - overland - private business venture

NB - Shumy Press Hd - publisher overland

L - Approval from PT?

NB - yes

L - Not to run touring business

NB - NO touring business - publishes mag.

L - you conduct tours

NB - @ time employed - went on tour not as

organiser.

NB - just came back from S.A. tour - not employee

L - Ad. 9 months ago - March 2012 ~~mentioned~~

NB - tour promoted by US - didn't ~~run~~/lead it - big difference.

L - Rick Sherman + PT emails - P717. implies you are in touring business.

NB - Date 29/16 ... not an employee @ time.

L - Does mention about tours.

NB - Same tour - States we're not a tour Co. Copia for S.A. tour.

L - Board meeting discussed 2 sr staff cannot go. Agreed not to go.

NB - yes - as I would have been an employee.

- Board meeting - Said we'd like to go on tour provided sat. solution @ be found - said we'd go if no solution. lavender said we'd go - Saracathic but gd relationship - said 'thanks for looking @ sat. solution'. no longer employee + can go on tour

L - Tour of Tibet?

NB - yes - a/l.

L - P729 - 730 - 731

- Tyson setting out what you do. P730 - Nepal (Tibet trip). Tibet trip worked out in advance?

NB - Was having issues with gliment

L - Can't get visas in advance

NB - yes.

J - will ask PT.

L - Trip to Tibet planned in advance - looking for future tours

NB - Using tour of. - looking @ tours to promote - didn't org. tours.

L - P729 - overland explore.

NB - letter - Mr Sherman - entrapment letter.

L - Tyson says you established overland explore.

NB - 'GE' doesn't pretend to be a tour operator.

L - promoting tours?

NB - yes!

Judge - had that answer 20mn ago

L - financial gain.

NB - no. Meng. business, not profitable.

L - Business - not a hobby.

NB - hobby. Can't sell it w/o being business - have to acct. for it.

L - doesn't look hobby

J - hobby became business.

L - How does MAC all finance

NB - subscrip./fundraise/raffles events

L - fit to promote overland @ same time. Yorkshire fiddling rally.

NB - clarify.

L - P153 (after T/C help)

NB - 3/8 ... same weekend ... fb posting - on behalf of overland - adventure bike shop open day

- My understanding that fiddling rally (had no. of seats) over subscribed every year. 3/8 posting - tickets would have been sold + so couldn't have been taken custom away.

L - competing event?

NB - quite competing thing - different events. fiddling rally sold out 7 bike shop open day with RBC not competing.

L - support MAC event over business?

NB - promoted this rally until tickets sold. ridiculous.

L - Not - Competing event.

NB - No - the notion that it would have made
IP difference to income.

L - 18/3 meetings - colleagues killed over. Friday +
You gave us yours on 18th

NB - circulated day before

L - Sunday - Travelled on that day. No more notice?

NB - I'd say mine would follow on the Friday.
Hoped Board would reflect. Tried my best to get
Board to look @ implications. Off to roll back.

L - didn't want meetings

NB - not you + fete - grievances ongoing. informally
raised - not dealt with - advice - if went
ahead - wd make life more difficult.

L - Tried to stop

NB - tried to stop them for good of business. went
to panel - oversaw NC.

L - Not in line Management

NB - vague - Structure - ultimate resp.? NC had/now
Say.

L - Board - in Constitution.

NB - Does.

L - Emp. law = Statute

- Board Management

NB - NC has over. of Board.

L - Asked for staff meeting. Ass. disc.

NB - Not given subject matter but ass. - subject
matter week before.

- 12/3 email from you - P276 - 1st email 08:43 -
'intend to lay clear ground rules' - IPA
issue e.g. You said you intend to arbitrate
but you were subject of grievance. Wanted
to deal informally - didn't want it to become this.

L - arb. an info. being sent out.

NB - NOT my understanding @ time.

L - 6 paras down - still debate sending out details.

NB - inc. tele. no. is under debate.

L - When tele no. given - implicit consent to call
NB - depends on CURCS collected.

J - Been through that.

L - no further.

ana - asked about time of grievance - Sunday - Sand sent LS + PT letters + Sand yours would follow
PSS - Can you confirm this is doc. ref. to.

NB - Yes - left office - handed in grievance.

Judge - no questions.

- won't start LS today

- CEO's Solicitor's letter. Reply will be yes he can attend. You want me to treat her as hostile objection possibly from © + Alistair.

L - will give undertaking any statement in here won't be used against CEO's

J - need to convince me she's hostile. Some authorities on this - have you seen them?

- Kuttappan v London Borough Croydon EAT 39/00
only authority

- will deal with when Solicitor for Carol present.

- Build in an hr for ms Puttock - still keeps us in time.

- Start @ 9:45 am. Break 1-2pm. 10 min break.

- Before Thurs. - need to agree remedy date (Prov.).

ana - Coming in on Friday.

J - if 1st © in - remedy hearing.

ana - expressly ordered in Nov - Hd to liability only.

- only © outstanding off claim - Tyson.

- counter sched. affairs (D) accepts exp. left. claimed
just issues on deductions.

- counter sched. - more like statements. full rate
policy issue - contributed. NOT raised previously.
Hd to liability but need to be clear on those
matters. Need to be clear on issues.

J - Contrib. + policy - Come under remedy rather than
this.

ana - best under remedy.

J - Accept you're X exam on conduct. Comy anastung
Q's but I may look @ dealing with contrib +
policy to remedy.

- expenses - how far apart?

L - now legible

- Tyson overfund - Board directed SSF (due to behaviour)
- clause 18 - Reclaim any monies owed - rely
on this to offset payment of exp.

J - sums not in dispute - will note Tyson's calc.
is agreed subject to claim for reimbursement
of overfund & will pay - clause 18.

3:37

3:39

ana - don't direct now - all evidence yet to give. NB -
credible, well done. Docs. speak for themselves.
will renew X exam.

3:40