

14 July 2016

**CENTRAL ARBITRATION COMMITTEE**  
**TRADE UNION AND LABOUR RELATIONS (CONSOLIDATION) ACT 1992**  
**SCHEDULE A1 - COLLECTIVE BARGAINING: RECOGNITION**  
**DETERMINATION OF THE BARGAINING UNIT**

**The Parties:**

Unite the Union

and

Bombardier Transportation UK Ltd

**Introduction**

1. Unite (the Union) submitted an application to the CAC dated 12 April 2016 that it should be recognised for collective bargaining by Bombardier Transportation UK Ltd (the Employer) for a bargaining unit comprising “Management grades known as SPMs and SDMs<sup>1</sup>” and the location for which was “Bombardier Transportation Ltd Central Rivers Depot, Barton-under-Needwood, Burton-on-Trent”. The CAC gave both parties notice of receipt of the application on 13 April 2016. The Employer submitted a response dated 20 April 2016 which was copied to the Union.

2. In accordance with section 263 of the Trade Union and Labour Relations (Consolidation) Act 1992 (the Act), the CAC Chairman established a Panel to deal with the case. The Panel consisted of Professor Linda Dickens MBE, as chair of the Panel, and, as Members, Mr Paul Gates OBE and Mr Mike Regan. The Case Manager appointed to support the Panel was Miss Sharmin Khan and, for the purposes of this decision, Nigel Cookson.

3. By a decision dated 20 May 2016 the Panel accepted the Union’s application. The

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<sup>1</sup> Which refers to Shift Production Managers and Service Delivery Managers.

parties then entered a period of negotiation in an attempt to reach agreement on the appropriate bargaining unit. As no agreement was reached, the parties were invited to supply the Panel with, and to exchange, written submissions relating to the question of the determination of the appropriate bargaining unit. The hearing was held in Birmingham on 27 June 2016 and the names of those who attended the hearing are appended to this decision.

### **Preliminary Matter**

4. The Employer had sent the CAC an amended statement of case at noon on 24 June 2016 which was some time after the deadline for the receipt of written submissions (which in itself had been extended to allow the parties more time in which to lodge their respective statements). On receipt the Case Manager had explained that it was too late to send to the Panel before the hearing and that its admissibility would be taken as a preliminary point. The amended statement had been sent direct to the Union by the Employer and the Union indicated to the Case Manager before the Hearing that it had prepared a written response. The Panel Chair reminded the parties that a deadline was imposed in order that the parties and the Panel could properly prepare for the hearing and to avoid a last minute paper chase with each party feeling the need to comment on any new material. The Union expressed concern about the lateness of the Employer's amended submission but agreed to its being admitted having been given an assurance by the Chair that it would have a full opportunity to address any points not raised in the Employer's original submission and that if it so wished it could table its response paper by way of written confirmation of points made in oral submissions. The start of the hearing was delayed briefly for the amended submission to be read.

### **Summary of the submissions made by the Union**

5. The Union explained, by way of background, that around October 2015 it was contacted by a member of staff from within the SPM and SDM group at the Central Rivers depot as the group were interested in joining the Union and organising in order to improve consultation and negotiation processes with their line managers. It was claimed that this need had arisen from a recent unsatisfactory discussion around shift changes. The Union was aware of this issue as there had been a very recent and lengthy series of negotiations around shift changes for the blue collar production workers (for whom it has had collective bargaining rights since August 2005).

6. The Union's attempt to arrange a meeting with the Employer to discuss the group's request was unsuccessful and this led to the CAC process being triggered. At no time did local management set out any specific concerns or suggest any alternatives to the bargaining unit the Union had proposed. After the application had been accepted by the CAC talks involving Acas took place during which the Union identified that the Employer had two main concerns. Firstly that if recognition was granted then managers at other sites would also want recognition and secondly that the SPMs and SDMs were on personal contracts and a performance based reward/pay structure. The Union stated that it attempted to allay these concerns but believed the Employer was exploring reasons not to agree the proposed bargaining unit without suggesting any alternative. The meeting closed with the Employer considering whether or not it agreed the bargaining unit and it eventually signalled it did not.

7. In relation for the need for its proposed bargaining unit to be compatible with effective management the Union submitted that it was established that the managers were all based at Central Rivers and that they managed blue collar workers. The Employer had previously met with the SPMs and SDMs as a group to implement shift changes. The Union was recognised for collective bargaining for the blue collar production workers but only at individual site level within the UK. The Union had suggested that there should be national bargaining but this had again been rejected by the Employer in early 2016. The Union was aware of historical agreements with TSSA for white collar workers at the Crewe and Derby sites but pay bargaining was no longer covered. The Union was not aware of any other agreements at any other sites that covered SPMs and SDMs.

8. In its submissions the Employer referred to the historic pre-privatisation TSSA agreement and that all management grades were once covered by the one agreement. However, the TSSA had informed the Union that the Employer had persuaded workers to switch to individual contracts which it had done section by section aggressively approaching workers in order to dilute the collective bargaining element of the agreement until eventually all white collar managers were on individual contracts. The Union argued that whilst the TSSA agreement was in place the Employer had demonstrated that it was possible to bargain for different groups of managers as it had engineered a position where it had workers that had moved to individual contracts but still had a rump of workers covered by the TSSA agreement. A suggestion that staff at Central Rivers could become part of an agreement that

applied in Derby or Crewe was at the very least misleading. Indeed, the only bargaining agreement at Central Rivers was for blue collar production workers, warehouse & distribution and fleet workers and this dated back to 2005. The agreement did not include the management grades in the Union's proposed bargaining unit.

9. As regards the desirability of avoiding small fragmented bargaining units within an undertaking, all of the managers in the proposed bargaining unit were based at the Central Rivers depot and managed the blue collar production workers and fleet service workers at the same depot. The Union dismissed the notion that the proposed bargaining unit would introduce fragmentation undermining effective management given that the Employer had previously eroded the value of the TSSA agreement by dismantling the collective bargaining element in favour of individual contracts. The Union cited *R (Cable and Wireless Services UK Ltd) v Central Arbitration Committee* [2008] EWHC 115 (Admin) where Collins J said "Fragmentation carries with it the notion that there is no obvious identifiable boundary to the unit in question..." submitting that its proposed bargaining unit had a clear and identifiable boundary with no room for doubt as to whether any particular worker fell within or outside.

10. As for the characteristics of the workers falling within the proposed bargaining unit and of any other employees whom the CAC considered relevant the Union reiterated the point that all of the SPMs and SDMs controlled the activities of the production workers and fleet service workers based at the Central Rivers depot. It stated that they saw themselves as having shared collective interests and had approached the Union on that basis. The Employer had not previously suggested any other workers who may be relevant to the bargaining unit for the Union to consider.

11. All of the workers in the proposed bargaining unit were based at a single location, the Central Rivers depot in Barton-Under-Needwood.

12. The Union noted that it was only in its submissions that the Employer had suggested an alternative bargaining unit to that proposed by the Union and at the hearing had provided detail about organisational structure and the nature of various roles. The Union had had to rely on the SDMs and SPMs for its information. It had been unable to have a constructive discussion with the Employer as to the roles of Outstation Manager, Modifications Manager and Train Presentation Manager having only just been presented with the information at the

last moment. This lack of engagement on the part of the Employer was the reason why the Union had no knowledge of the reporting structure in place at the depot and why it was not aware that these managers were on similar terms and conditions to the SDMs and SPMs. The Union had understood that Train Presentation was not ‘core business’ and so had initially taken the view that it was not reasonable for the Employer to seek to include the Train Presentation Manager in the appropriate bargaining unit. Also, its members had informed the Union that the Modifications Manager was a contractor rather than a permanent employee. However, having heard the Employer’s submissions including its explanation that the Modifications Manager post was now to be filled by a permanent employee, the Union believed it was reasonable that these posts be included in the proposed bargaining unit.

13. The Union rejected the Employer’s contention that its proposed bargaining unit would impact adversely on the current pay and reward system and cause unequal treatment and give rise to grievances from those outside the bargaining unit. The individual performance management system would remain in place and any changes to the arrangements would have to be brought about by agreement.

14. The Union expressed its disappointment over the Employer’s statement about potentially different disciplinary and grievance procedures as there were already in place agreed policies that covered all staff at the depot. There were already different holiday entitlements within the blue collar group which did not cause the Employer any difficulty in effectively managing that unit. Indeed, the Union had previously called for parity on holiday entitlements but without success. The Union refuted the Employer’s claim that it would be introducing differences since the Employer already engaged with these workers on an individual basis. Having the Union represent the SPMs, SDMs, Outstation Manager, Modifications Manager and Train Presentation Manager would actually remove some of the difficulties faced by the Employer as the Employer would be discussing matters relating to a group of managers rather than individuals.

15. The Union, referring to the matter of *R (Kwik-Fit (GB) Ltd) v Central Arbitration Committee* [2002] EWCA Civ 512, reminded the Panel that the test of an appropriate bargaining unit was a modest one which required only that the bargaining unit was compatible with effective management and not that it was compatible with the most effective

management. The Union believed that the bargaining unit was clearly compatible with effective management.

16. In summary, the Union had made every attempt to gain a voluntary recognition agreement but the Employer had made no attempt to engage meaningfully in that process. At the meeting with Acas the Employer also made no attempt to offer positive suggestions and failed completely to take into account the wishes of its own employees. Importantly, the Union did not seek these members, rather they approached the Union and had remained as full paying members since October 2015 without any gain yet in terms of a collective bargaining process. The Union now believed that the appropriate bargaining unit should comprise the SDMs, SPMs, the Modifications Manager, the Train Presentation Manager and the Outstations Manager all of whom were based at the Central Rivers Depot. The Union would have proposed this bargaining unit if it had seen the Employer's organisation charts before. It did not agree with the Employer's proposals for either of the larger bargaining units as the additional workers did not share the same characteristics as the workers in the Union's proposed and amended bargaining unit. Among other factors, the Union did not believe that it was appropriate to have managers who are responsible for discipline in the same bargaining unit as those workers they manage. The Union believed the Employer was attempting to dilute its membership within a larger bargaining unit to thwart its ambition to gain recognition.

### **Summary of the submissions made by the Employer**

17. The Employer stated that it did not agree that the bargaining unit proposed by the Union was appropriate in that, inter alia, it was not compatible with effective management. If the Panel found that this was the case, the Employer submitted that the appropriate bargaining unit should be all managers/white collar staff at the Central Rivers Depot. They currently numbered 45.

18. The Employer noted that in opening the hearing the Panel Chair had already focussed minds on the statutory criterion in paragraph 19(b)(2) of the Schedule and that the need for the bargaining unit to be compatible with effective management was of paramount importance. The Employer questioned why the Union thought its proposed bargaining unit was appropriate noting that it had not put forward any reasoning for arriving at such a

conclusion other than it had been selected on the basis that it had received an approach from one member of staff that happened to fall within this particular group of workers. The Employer submitted that the appropriate bargaining unit for the white collar workers should mirror the example of the blue collar workers, who were all part of a single bargaining unit and the same format should be adopted here. These blue collar workers were not limited to only employees that reported to two specific line managers as was the case with the Union's proposal. As such, an appropriate bargaining unit would reflect this and similarly include all managers/white collar staff at Central Rivers.

19. Historically, prior to privatisation, all white collar management grades fell within one bargaining unit for the purposes of collective bargaining through an agreement with TSSA. Since privatisation white collar workers were on personal contracts. There was no subset of managers that were subject to local bargaining arrangements. To split the management team at Central Rivers into such a small bargaining unit would lead to some managers being subject to collective bargaining and some being subject to personal contracts and this would not be compatible with effective management.

20. The Union's proposed bargaining unit contained only eight of the 45 white collar staff employed at the Central Rivers site. Further, the inappropriateness of the proposed bargaining unit was evidenced when one looked at where these managers were within the management structure at Central Rivers. They fell within two management teams: the Central Rivers Production team (managed by Graham Bartlett) and the Fleet Delivery Team (managed by Kevin Scorer). However, referring to its organisation chart, the Employer pointed out that there were six roles and three other managers within the Central Rivers Production and Fleet Delivery Teams who were not within the proposed bargaining unit. The managers excluded were the Train Presentation Manager, Modifications Manager and Outstations Managers. The Employer believed that it would be appropriate to include these managers within the proposed bargaining unit. The Employer referred the Panel to the organisation structure chart included with its submissions.

21. All the white collar managers at Central Rivers had similar characteristics with three of those outside the Union's proposed bargaining unit having the same line management as those within. The managers outside of the proposed bargaining unit all had the same appraisal system, same performance related pay, same sick leave/sick pay and all managed

blue collar workers at the Central Rivers depot. The only difference between the groups was that the SDMs and SPMs worked shifts but it was to be noted that the Union did not highlight this as a distinction in making its case. Such a small difference in characteristics should not trump operational effectiveness or risk disharmony. The Union had offered no good reason to separate these workers in this way and it would not be compatible with effective management to ring-fence such a small group in the wider pool of managers. Equally, there were other managers at the Central Rivers site who also had similar management roles who fell outside the proposed bargaining unit such as the Materials Manager, HR Manager, Finance Manager and Admin Manager.

22. Creation of such a small bargaining unit would create unwanted fragmentation which would not be compatible with effective management. For example, the Employer had a personal contract based system where individuals earned merit awards based on their performance as measured against set objectives which were discussed and agreed individually with each manager. It was highly likely that any collective bargaining with the Union in relation to the small proposed bargaining unit would lead to a different pay increment process/procedure. To have a different system for a small group of managers who worked alongside 36 other managers (and who had multiple interactions with other managers at other sites also) would lead to potential unhappiness amongst the managers and would likely lead to complaints and possibly grievances against the unequal treatment.

23. Managers were motivated in part by achievement as against their personally agreed objectives. It was likely that there would be less motivation for those managers in the Union's bargaining unit to meet individual targets or site targets as their pay and performance would not depend on achievement however, failing to meet site targets would have an impact on the pay review of those who sat outside the bargaining unit. Those managers may blame those within the bargaining unit for the poor site performance, which may lead to further potential resentment.

24. Without evidence of performance against personally agreed objectives, it would be harder to measure the performance of the managers within the Union's bargaining unit and therefore opportunities for promotion, especially when comparing those managers within the bargaining unit with those outside, could be affected.



25. The Managers of the Production Team (Depot Operations Manager, Graham Bartlett) and the Fleet Delivery Team (Service Support Manager, Kevin Scorer) would have some members of their respective teams in the bargaining unit and others outside it. This would make management of the team difficult. For example, the performance management process would no longer have any link to pay awards so would be different for members of the same team; there also may be differences in treatment in the event that the Union negotiated different terms or conditions for those managers within the bargaining unit. The Team Managers could also be faced with the difficulties of dealing with different holiday schemes, rewards, benefits, disciplinary and grievance procedures, training opportunities, bonus awards. This would lead to resentment and more time being spent by Mr Scorer and Mr Bartlett in managing these divergent process and differences.

26. The Union's bargaining unit would lead to greater fragmentation as it would create a third and very small category of employee on site. There would be workers that fell within the proposed bargaining unit, there then would be blue collar workers subject to collective bargaining arrangements and then there would be those remaining managers who still had personal contracts. It was the Employer's view that with such fragmentation within the depot would result in greater inconsistencies, disharmony between the groups and ineffective management.

27. As for local and national agreements, the Employer currently had a voluntary agreement with the Union covering all blue collar employees based at Central Rivers and agreed outstations.

28. The Employer submitted that the appropriate bargaining unit was all managers/white collar workers at the Central Rivers depot. This was consistent with the approach taken to the blue collar workers, was compatible with effective management, avoided fragmentation in that it did not create subsets with the manager group and avoided the potential for disharmony and industrial unrest caused by any differences in treatment. This bargaining unit would include the managers in the Union's proposed bargaining unit plus the further three managers that report to Messrs Scorer and Bartlett plus those in support functions such as Planning, Finance & HR etc. They are all based at the same depot and reported to the same Operations Manager.

29. In response to questioning by the Panel as to the status of the three managers outside the Union's proposed bargaining unit but in the same teams, the Employer explained that the Modification Manager's post was filled by a short term agency worker as the previous occupant of the role had been promoted. However, the post was shortly to be filled by a permanent member of staff. The Employer then explained that it had been awarded contracts to maintain and clean trains by some of its customers and that whilst it agreed that it was not 'core business' nonetheless the post of Train Presentation Manager, a permanent employee, was part of the core team. The last of the three posts, the Outstation Manager, did not manage blue collar workers at Central Rivers but managed workers based elsewhere. The only distinction between this group and the SPMs and SDMs was that the three did not work shifts.

30. In response to further questioning by the Panel the Employer explained how pay awards for white collar staff were determined. The parent company in Montreal would dictate the annual pay award across all divisions without any UK input and an individual's performance assessment score would determine their percentage increase. The Panel also asked about the level of management with responsibilities for discipline and probed further as to the nature of various staff falling within the Employer's suggested bargaining unit who did not appear on the organisation chart provided with the amended submission.

31. The Employer explained that twenty of the 45 would be categorised as managing blue collar staff. All 45 would share the same sick pay, performance pay system, appraisal and reporting lines. For holidays, a legacy issue resulted in there being two different contracts – those before 2004 were entitled to 39 days holidays whilst those after were entitled to 33 days plus bank holidays. The Employer argued that the fact that one group of managers worked shifts and the rest did not should not be determinative. The Employer explained that the Engineering Manager and Materials Manager did not directly report to the Fleet Operations Manager at Central Rivers. He had dotted line responsibility for them but direct responsibility for the other Managers on the chart. The Employer confirmed that it was a fair assessment to describe the rest of the manager cadre, save for the SPMs, SDMs and the Planning Manager, as supporting the main function of the business with only the Materials Manager in this category responsible for blue collar workers whereas those functions on the Employer's organisation chart under the Service Support Manager, Depot Operations Manager and Planning Manager were all responsible for managing blue collar staff. The Employer

confirmed that the Service Support Manager and Depot Operations Manager (who were excluded from the Union's proposed bargaining unit) were included in the Employer's alternative bargaining unit, along with the other team managers.

32. After the lunch adjournment the Employer, with the Panel's consent, provided a further three organisational charts which gave more detail of staff falling outside the Union's proposed bargaining unit but within the Employer's alternative bargaining unit of 45 managers. The charts excluded those in HR, Finance, Training and Certification and showed 39 posts. The Employer proposed that a bargaining unit of these 39 would form an appropriate alternative to the Union's proposed bargaining unit. It still proposed the larger unit of all Central Rivers white collar staff as its own preferred alternative, but as another option proposed that those white collar staff not directly involved in production or operations could be excluded. The resulting 39 staff ticked all the same boxes as far as their characteristics and most had managerial responsibilities. This bargaining unit could be termed 'white collar managers involved in site operations at Central Rivers' and would include the team leaders but would exclude support functions.

### **Considerations**

33. The Panel is required, by paragraph 19(2) of the Schedule to the Act, to decide whether the proposed bargaining unit is appropriate and, if found not to be appropriate, to decide in accordance with paragraph 19(3) a bargaining unit which is appropriate. Paragraph 19B(1) and (2) state that, in making those decisions, the Panel must take into account the need for the unit to be compatible with effective management and the matters listed in paragraph 19B(3) of the Schedule so far as they do not conflict with that need. The matters listed in paragraph 19B(3) are: the views of the employer and the union; existing national and local bargaining arrangements; the desirability of avoiding small fragmented bargaining units within an undertaking; the characteristics of workers falling within the bargaining unit under consideration and of any other employees of the employer whom the CAC considers relevant; and the location of workers. Paragraph 19B(4) states that in taking an employer's views into account for the purpose of deciding whether the proposed bargaining unit is appropriate, the CAC must take into account any view the employer has about any other bargaining unit that it considers would be appropriate. The Panel's decision has been taken after a full and

detailed consideration of the views of both parties as expressed in their written submissions and amplified at the hearing.

34. The Panel's first responsibility is to decide, in accordance with paragraph 19(2) of the Schedule, whether the Union's proposed bargaining unit is appropriate. This is the bargaining unit set out both in the Union's formal request to the Employer for recognition and subsequent application to the CAC. According to paragraph 11 of the Schedule, which applies in this particular case, a Union may apply to the CAC to decide whether the proposed bargaining unit was appropriate and whether the union had the support of a majority of the workers constituting the appropriate bargaining unit. Emphasis here is on the bargaining unit being the proposed bargaining unit and this is further defined in paragraph 2(3) of the Schedule which states that "References to the proposed bargaining unit are to the bargaining unit proposed in the request for recognition".

35. The Panel was persuaded by the arguments that there are management roles other than SDMs and SPMs which share key characteristics with them including reporting to the Service Support Manager and Depot Operations Manager, but who are not included in the Union's proposed bargaining unit. These posts are Outstation Manager, Modifications Manager and Train Presentation Manager. The Employer argued that it is incompatible with effective management to exclude them. The Union having obtained a fuller picture of these roles through the hearing, accepted that it would be appropriate for them to be included in the bargaining unit and stated that it would have included them had it known about them. Our view is that it would not be compatible with effective management to exclude them and therefore that the Union's proposed bargaining unit is not appropriate.

36. The Employer initially proposed a bargaining unit comprising all white collar staff at the Central Rivers Depot. We were presented with various organisational charts before and during the hearing but not one which showed all the 45 people in this proposed bargaining unit. The Employer argues that this bargaining unit would mirror the single bargaining unit for blue collar workers and have some historical pre-privatisation precedent. It became clear through questioning however that this is a very heterogeneous group encompassing various different teams; it includes both white collar and managerial staff engaged in operations/production and those in support functions; it covers those with managerial responsibilities for blue collar production staff and those without such responsibility; those for whom the Fleet

Maintenance Operations Manager has direct responsibility and those for whom there is dotted line responsibility and it includes management who have disciplinary responsibilities over others in the same bargaining unit. Having considered all the evidence we do not consider that such a bargaining unit is compatible with effective management.

37. On the evidence and experience of the Panel we do not accept that a bargaining unit smaller than ‘all white collar staff involved in Central Rivers operations’ necessarily would create disharmony, industrial unrest or the other problems of the kind outlined by the Employer in its arguments against the Union’s proposed bargaining unit. Nor do we think a bargaining unit which included only some managers rather than all white collar staff would create fragmentation incompatible with effective management which the Schedule seeks to avoid. Rather a smaller unit could offer greater coherence in terms of the characteristics of the workers within it and might even assist in effective management. We feel that this was recognised implicitly by the Employer at the hearing in proposing an alternative to its original suggestion, namely a bargaining unit excluding those white collar staff not directly involved in production or operations (i.e. support functions of HR, Finance, Training, QHSE). This alternative proposal from the Employer was for a bargaining unit currently numbering 39.

38. We agree that it is sensible to exclude those indirect/support staff whose characteristics are significantly different to those workers in ‘production/operations’. However our view is that this second proposal shares some of the problems we identified which made the Employer’s original proposal inappropriate. In particular we do not consider that it is compatible with effective management to include that tier of Central Rivers management who have managerial responsibilities for discipline and for determining performance ratings (linked to pay) of other managers in the bargaining unit.

39. At the hearing the Union sought to amend its proposed bargaining unit by adding the Outstation Manager, Modifications Manager and Train Presentation Manager to its original bargaining unit of SDMs and SPMs. As noted, the Panel considers that their exclusion poses problems for effective management. The inclusion of these roles alongside the SDMs and SPMs brings together staff with key characteristics in common, working under two specific line managers based at Central Rivers who themselves both report directly to the Fleet Maintenance and Operations Manager (a centralised hub rather than Central Rivers position). Together they form an identifiable group of staff in fleet and production with a shared

organisational location (as indicated by the chart provided with the Employer's submission) who are sufficiently distinguishable from other managerial and white collar staff at Central Rivers but without the risk of forming undesirable small fragmented bargaining units within the undertaking.

40. We are not required to identify the 'best' or an 'ideal' bargaining unit but an appropriate one in terms of compatibility with effective management. Having reviewed all the evidence and arguments, including fully considering the alternative bargaining unit proposals of the Employer, we have formed the view that this group of workers does constitute an appropriate bargaining unit.

41. The Panel has considered the matters listed in paragraph 19B(3) of the Schedule, so far as they do not conflict with the need for the unit to be compatible with effective management and has had regard to the object set out in paragraph 171 of the Schedule in reaching its decision.

### **Decision**

42. The Panel's decision is that the appropriate bargaining unit is "Management grades known as SPMs and SDMs, Outstation Manager, Train Presentation Manager and Modifications Manager based at the Central Rivers Depot". For the sake of clarity this bargaining unit excludes the roles of Service Support Manager and Depot Operations Manager.

43. As the appropriate bargaining unit differs from the proposed bargaining unit, the Panel will proceed under paragraph 20(2) of the Schedule to decide if the application is invalid with the terms of paragraphs 43 to 50.

### **Panel**

Professor Linda Dickens MBE

Mr Paul Gates OBE

Mr Mike Regan

14 July 2016

## **Appendix**

Names of those who attended the hearing on 27 June 2016:

### **For the Union**

Mick Stevens - Regional Officer

### **For the Employer**

Tariq Sadiq - Counsel

Ryan Bradley - Operations Manager

Carly Hutchings - HR Business Partner

Bill Heneghan - HR Business Partner - Labour Affairs