Case Number: TUR1/955(2016)
17 May 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

American Airlines

Introduction

1. Unite the Union (the Union) submitted an application to the CAC dated 15 March 2016 that it should be recognised for collective bargaining by American Airlines (the Employer) for a bargaining unit comprising "All Aircraft Maintenance Technicians employed at Heathrow Airport". The application was received by the CAC on 16 March 2016 and the CAC gave both parties notice of receipt of the application that day. The Employer submitted a response to the CAC dated 23 March 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 Gillian Morris, the Panel Chair, and, as Members, Mr Mike Cann and Mr David Coats. For the purposes of this decision Mr Cann was replaced by Mr Bryan Taker. The Case Manager appointed to support the Panel was Nigel Cookson.

3. By a decision dated 29 March 2016 the Panel accepted the Union's application. The 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 on 10 May 2016 and the names of those who attended the hearing are appended to this decision.

4. The Panel is required, by paragraph 19(2) of Schedule A1 to the Act (the Schedule), to decide whether the Union's 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.

Matters clarified at the beginning of the hearing

5. In its written submission the Employer had stated that the existing Collective Bargaining Agreement between the Employer and the Union entered into on 9 June 2003 (the "CBA") made provision for any specific needs of particular business units to be taken into account.[1] The Panel Chair asked the Employer to identify where in the CBA this provision appeared. The Employer said that this statement had been made in error and that there was no such provision in the CBA. The Employer stated that such provision was made in practice, however, and pointed to elements of a pay claim made by the Union on 11 February 2016 where specific claims were made on behalf of customer service and baggage bank employees.[2]

[1] Aircraft Maintenance and Engineering staff had been excluded from this agreement at their own request: see further paragraph 11 below.
[2] The Employer also pointed to item 12 of this claim, although this refers to all the Employer's staff being paid

6. At the request of the Panel the Employer explained that there was a single pay scale for all non-management staff. All roles, including the role of Aircraft Maintenance Technicians ("AMTs"), were evaluated in accordance with the Hay method of job evaluation and according to the outcome of that process a pay range for the role in question was allocated on the pay scale

Summary of the submissions made by the Union

7. The Union submitted that its proposed bargaining unit was an appropriate bargaining unit which met the requirements of paragraph 19B of the Schedule. The Union 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 (*R (Kwik-Fit (GB) Ltd) v Central Arbitration Committee* [2002] EWCA Civ 512).

8. The Union submitted that the bargaining unit was clearly compatible with effective management because the Employer had effectively treated AMTs as a separate bargaining unit since, at least, 2010 and arguably since 2001.[3] The Union submitted that it had never been suggested by the Employer that this difference in treatment had been incompatible with effective management or a cause of wasted management time, inconvenience and expense.

9. The Union submitted documentary evidence to support its submission that the Employer had negotiated separately with AMTs since 2010. These documents included a letter from the Employer dated 7 July 2010 which had asked for the names of M & E workforce representatives to attend a meeting with management on 5 August and a record of a representatives' meeting on 6 September 2010 at which representatives had been asked to give feedback to management on possible ways that savings sought by the Employer could be made. The Union submitted that this demonstrated that there had been a process of negotiation, and not merely consultation, with AMT representatives, even though the

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the same level of overtime rates as non-support staff.

[3] The Union submitted a document headed "UK M&E Pay Agreement 2001" which it suggested, from the title, showed that agreement had been reached with AMTs on its contents. Oral evidence was given by AMTs at the hearing that this Pay Agreement had been reached following the selection by the Employer of AMTs who had sat round the table with management and reported back to their colleagues as a result of which the Employer's plans had been modified.

Employer had had the final say. AMTs present at the hearing explained that representatives were chosen by AMTs themselves although in the event this had not required an election; individuals who volunteered would serve as representatives provided that they received the support of a seconder. Other documents which the Union submitted in support of its contention that there had been negotiation with AMTs included an Employer's email of May 20 2011, which referred to "Negotiation training" for representatives, and a request for a proposal to be sent to management; a "final offer" from the Employer to M & E employees on 7 November 2011 which started with the words "following particularly challenging pay negotiations"; a reference in the same document to a "commitment to work with the M & E negotiating team"; and the 2011 M & E Pay Agreement. In addition, an Employer's memorandum of 22 November 2012 referred to a recent meeting with the M & E "negotiating committee" and agreement on a change of shift pattern, and a document dated 5 January 2013 from the Managing Director of Line Maintenance International set out the terms of an offer to the M & E "Negotiation committee" on a market rate adjustment and qualification based pay structure and a pay plan for 2013-2016.

10. The Union referred to the most recent pay agreement for AMTs, in which salary scales were based on "attaining and holding qualifications", which it said had expired without replacement in April 2016. There was no starting date on the text of this agreement as submitted to the Panel but the Employer explained that it dated from 2013. The Union said that there had been no substantive negotiation between AMT representatives and the Employer since that agreement, although it pointed to consultation with M & E representatives under TUPE in January 2014, referred to in a letter from the Employer dated 19 December 2013, which the Union submitted showed that AMTs continued to be treated as a distinct unit by the Employer. The Union said that no proposals for a new pay agreement for AMTs to succeed that terminating in April 2016 had been forthcoming from the Employer and that the AMT representatives on the AMT employee forum had resigned around October 2015 in favour of seeking recognition from the CAC.

11. The Union explained that AMTs had not wished to be covered by the CBA signed in 2003 because the Employer had said it would recognise only one union; the CBA had been concluded with the Transport and General Workers' Union ("TGWU"); and at that time some AMTs had been members of engineering unions and did not wish to be represented by the TGWU. The Union said that until recently AMTs had been content to negotiate for

themselves. They now wanted to be represented by the Union, but in a separate bargaining unit rather than being covered by the CBA as the Employer wanted. The Union submitted that AMTs were a discrete, recognised and cohesive professional group and that they were the only group in the airline industry other than licensed pilots who played a critical role in aircraft safety. AMTs who worked for the Employer were required to obtain and maintain an Airframe and Powerplant Licence issued by the Federal Aviation Authority based in the USA which necessitated travel to the USA for further training and to undertake examinations. They were also subject to European Aviation Safety Agency regulations, and it normally took at least five years to obtain an EASA part 66 licence, which was the UK Aircraft Maintenance Licence. The Union said that AMTs' pay was determined by their level of qualification and that they worked shift patterns unlike those of other workers employed by the Employer. The Union stated that AMTs alone were subject to an Aircraft Maintenance Assignments Policy under which AMTs employed on or after 1 April 2010 were required to be available for Off-Station assignments overseas. Under this policy AMTs could be required to work or undertake training at another site and were required to have passports and overnight travel kit bags readily available in order to facilitate immediate travel on an assignment. This policy made provision for terms and conditions which applied on assignment, including enhanced rates of pay. AMTs used their own engineering tools, with the Employer providing only specialist tools, and were required to give the Employer three months' notice, unlike most other workers who could terminate their employment on one month's notice.

12. The Union said that AMTs wished to negotiate with managers who understood their role and that inclusion in the CBA would mean that their terms and conditions would be at the mercy of votes by other members of the bargaining unit. This could create the risk that sight would be lost of the unique, safety-critical nature of their role during the collective bargaining process, for example if performance-related pay were to be proposed for on-time departures to avoid compensating passengers for delays. The Union said that there were separate bargaining units for AMTs at a number of other airlines, including British Airways, United Airlines, Monarch and Thomas Cook. The Union acknowledged that these may have arisen because AMTs were at one time represented by a different union from other staff but said that there had been no attempt to remove these separate bargaining units once the Union itself had been created nine years ago and that this, too, showed that a separate bargaining unit for AMTs could be compatible with effective management.

13. The Union submitted that its proposed bargaining unit did not pose any risk of creating small fragmented bargaining units within the Employer. The Union stated that the parties had agreed that there were 42 workers in the bargaining unit, which represented 9.4% of the 447 workers employed at London Heathrow. The Union cited *R (on the application of Cable & Wireless Services UK Ltd* v *CAC* [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 so that it will leave the opportunity for other units to exist and that will be detrimental to effective management.[4]

The Union submitted 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 it. All the Employer's AMTs were employed at London Heathrow.

14. The Union submitted that there was no evidence to support the Employer's assertion that statutory recognition of AMTs would lead to the proliferation of separate bargaining units within the Employer. The Union submitted that the Employer's argument that it would so lead was undermined by the fact that AMTs had, in practice, formed a separate bargaining unit for at least six years without other groups requesting separate treatment and there was no evidence that it had led to employee disharmony. At the hearing the Union confirmed to the Employer and the Panel that it would not seek to devolve staff covered by the CBA into separate bargaining units. The Union pointed specifically to the statement in the Employer's written submission that if AMTs were recognised as a separate bargaining unit there was "a very real risk that each of the other business units would then also want to be treated differently and separately from the others". The Union said that it would not support that; there would merely be the CBA and a bargaining unit for the AMTs. In answer to questions from the Employer as to how long this undertaking would last and how it could be enforced, the Union stated that it could not conceive of any circumstances where the Union would take a different view, even if employees wanted it to, and it expected the Employer to rely on this undertaking. The Union also said that it would expect the CAC to take a dim view of the Union's actions if it were to seek separate recognition for any group currently covered by the CBA in the light of the undertaking which the Union had given.

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[4] At [17].

Summary of the submissions made by the Employer

15. The Employer explained that it was a global airline with its global headquarters in Fort Worth, Texas. Following a merger with US Airways Inc on 9 December 2013 it was now the largest airline in the world with more than 6700 flights daily to 336 locations in 50 countries worldwide. In the UK, its workforce was based at six establishments: London Heathrow, Manchester Airport, Edinburgh Airport, Birmingham Airport, the European Reservation Centre in Liverpool and the UK head office at Waterside, Heathrow. The Employer employed approximately 106,000 employees worldwide across approximately 50 countries, with 756 employees in the UK. Of its UK employees, 462 were based at London Heathrow. 42 of the 462 were AMTs. The Employer stated that on the basis of these figures AMTs represented 5.55% of the total UK workforce. The CBA covered all its workforce except for management and AMTs, the latter having chosen, in 2003, not to have a union recognised for them. The CBA covered, among other things, pay and allowances, hours of work and annual holiday entitlement. The Employer stated that there had been no history of dispute or failure to agree with the Union in relation to any of the matters covered by the CBA.

16. The Employer emphasised that it was not objecting to recognising the Union in respect of the AMTs; it was merely objecting to the proposed bargaining unit, contending that the proper bargaining unit was all non-management employees in the UK. In practical terms, this would mean bringing the AMTs within the ambit of the CBA. The Employer accepted that the question for the Panel was not whether the proposed bargaining unit was the most effective or desirable, only whether it was "appropriate". However, the requirement in paragraph 19B(3)(a) to take into account the employer's views did mean that any alternatives suggested by the Employer should be considered in assessing whether the Union's proposal was in fact appropriate. The Employer said that "appropriate" for the purposes of paragraph 19(2) was to be determined in the sense of suitability for the purpose of collective bargaining (*R (Kwik-Fit (GB) Ltd) v Central Arbitration Committee* [2002] EWCA Civ 512, Buxton LJ at [7]) and that "compatible" in paragraph 19B(2) referred to "consistent with" or "able to co-exist with" effective management. The Employer considered helpful the paraphrasing of the question in paragraph 1254 of Harvey on Industrial Relations:

taking account of the statutory criteria and of the way in which the undertaking

> operates and is organised, does the proposed bargaining unit offer a sensible and workable vehicle for settling by collective bargaining the pay, hours and holidays of the workers concerned?

The Employer submitted that the crux of the issue was that the proposed bargaining unit was not compatible with effective management and there was a very real risk of proliferation and thereby undesirable fragmentation.

17. The Employer submitted that the proposed bargaining unit was incompatible with effective management. The Employer explained that the CBA covered 42 business units encompassing 82 job roles. The Employer submitted that there were three issues that were relevant here. First, operationally, it was essential that the business units integrated with each other for the effective running of the business. The AMTs did not and could not work in isolation; rather they were just one part of the large team required to get a plane back into the air on schedule and were functionally dependent on other business units, including ME Field Supply Europe Stk Clk Personnel (sic) which provided them with the relevant parts to maintain and repair the planes. It was vital therefore that all of these business units worked well together to ensure that turnarounds were completed efficiently and effectively. Second, organisationally, the AMTs were not in a different position from other non-airport business units covered by the CBA such as Premium Services and Accounting, which had a regional manager who reported into US management. Third, the HR function was integrated across the business units and if AMTs were treated wholly separately, then this would result in waste of time, inconvenience and expense. The Employer also submitted that there were so many issues which would affect the AMTs as well as other categories of staff that negotiating with the AMTs separately would be likely to result in significant loss of management time in negotiating generic issues with separate groups as well as requests for or allegations of differing treatment.

18. The Employer submitted that the desirability of avoiding small fragmented bargaining units within an undertaking was of particular importance in this case. The Employer referred to *R (on the application of Cable & Wireless Services UK Ltd* v *CAC* [2008] EWHC 115 (Admin), where Collins J said at [17]:

> Small fragmented units are regarded as undesirable in themselves. However it is

> obvious that the real problem is the risk of proliferation[5] which is likely to result from the creation of one such unit. Hence it is important to see whether such a unit is self contained. Fragmentation carries with it the notion that there is no obvious identifiable boundary to the unit in question so that it will leave the opportunity for other such units to exist and that will be detrimental to effective management.

The Employer submitted that the risk of proliferation was the primary question, with the issue of an identifiable boundary being subsidiary to this. The Employer stated that its major concern was that if the AMTs were recognised as a separate bargaining unit, there was a very real risk that there would be fragmentation of the rest of the workforce. The Employer said that AMTs were treated differently in their representation structure compared to the other business units because their original refusal to come within the CBA left the Employer with no choice, not because of any decision on the Employer's part that different structures were necessary or sensible. The Employer submitted that if the AMTs were given a separate bargaining arrangement there was a very real risk that each of the other business units would then also want to be treated differently and separately from the others. Were there to be 43 different bargaining units (or even only half or a quarter of that number) within a workforce of 756 employees in the UK, it would make collective bargaining completely unworkable. The amount of management time and resources required would be huge and it would become considerably harder to achieve agreement with each separate bargaining unit and to achieve terms with different units that were coherent. The Employer submitted that the result would be highly divisive and would not be compatible with effective management. The Employer stated that at present the workforce worked happily and cohesively together; were the AMTs to be treated differently there was a real potential for disharmonious employee relations and it would inevitably lead to questions about what the AMTs were gaining from having their own bargaining unit given that they had every opportunity to join the existing CBA.

19. The Employer referred to the reasons why AMTs wanted their own bargaining unit and said that other groups could equally well argue that they should have a separate vote on pay. The Employer submitted that equality- proofing pay would become more management intensive if there were separate bargaining units. In answer to a question from the Panel, the Employer acknowledged that no other groups to date had asked why AMTs were treated

[5] Emphasis added by the Employer.

differently but submitted that the position would change if AMTs had a formal separate bargaining unit; moreover, were that situation to be queried by another employee group the Employer could no longer respond that AMTs were different because they did not want union recognition. The Employer acknowledged that there was a separate bargaining unit for its AMTs in the USA but said that the number of AMTs in the USA was in the region of 5000-6000 as compared with 42 in the UK and there were a number of separate bargaining units in the USA for individual groups such as baggage handlers. The Employer submitted that it was the size of the UK workforce that made it difficult to have a separate bargaining unit for AMTs. The Employer also submitted that it was not appropriate for the Union to compare its proposed bargaining unit with bargaining units in other UK airlines because these airlines had multiple bargaining units, not one big group and an additional much smaller group as the Union was proposing.

20. The Employer submitted that the Union's undertaking that it would not support a separate bargaining unit for any group covered by the CBA could not be enforced unlike, for example, a solicitor's undertaking to the court. The Employer also contended that the undertaking would have no teeth in any future proceedings before the CAC.

21. The Employer submitted that there was a fundamental difference between an employer dealing with an employee forum in order to respect the decision of those employees not to have a recognised union and an employer dealing with a separate bargaining unit of those employees when they were recognised via the same union as other relevant staff. The Employer submitted that the fact that it had sought to respect AMTs' freedom to dissociate should not be used as leverage to obtain separate recognition processes. The Employer also stated that at least since 2013 the AMT Employee Forum had not been a collective bargaining mechanism but had been purely consultative. Although issues had been raised in relation to generic issues of holidays and pay these had been dealt with and negotiated within the CBA and then applied to AMTs, and the AMT Employee Forum was simply a place where issues could be raised to be considered, not where true (or any) bargaining took place. The Employer stated that the closest that the AMTs had got to bargaining in recent years had been in 2013 when they raised concerns that their pay was below the market rate and they had asked for a market adjustment, as well as a transparent pay structure. This was agreed to by the Employer but there had been no negotiation on the point; it was simply requested by the AMTs and taken away by the Employer to consider. The Employer said that the three-year

pay plan proposed for AMTs in March 2013 was in line with the Union agreement for the rest of the UK workforce and the 17% cost savings required of AMTs were the same as the savings required of all non-management groups. The Employer said that there had been there was a shift away from collective to individual consultation with AMTs from May 2013 in order to change AMTs' contractual terms and conditions after AMT representatives had rejected the Employer's offer on cost savings and the pay plan. In answer to a question from the Panel the Employer agreed that the imposition of new contractual terms in individual contracts could be regarded as a form of *de facto* derecognition of AMT negotiators. The Employer said that since 2013 it had kept the pay structure under review and that AMTs had received the same pay increases as provided for by pay deals agreed through the CBA. The Employer said that although it continued to have meetings and discussions with AMT representatives after 2013 it no longer negotiated with them.

22. The Employer stated that AMTs were on the same terms of employment, save for pay scales that reflected their specific qualifications, as all other non-management employees. Although the scales were different, the same factors were used to determine those pay scales as were used for other employees, namely inflation, company performance, responsibilities outside the daily job, market rates, possession and maintenance of relevant skills and qualifications, etc. Moreover, the AMTs were not the only group of employees who had different pay scales because of the specific qualifications they held; in Accounting, workers were required to hold an Accountancy degree and to be interviewed and tested in order to progress up the pay scale and they were covered by the CBA. The Employer submitted that the pay criteria for AMTs were not so technical, complex or different from that of others to warrant any separate bargaining arrangements, although in answer to a question from the Panel the Employer acknowledged that the qualification-based pay structure for AMTs was not laid out in the same way for other groups. The Employer disputed the Union's assertion that the shift pattern for AMTs was different to that worked by other groups and said that AMTs worked the same shift pattern as those in the ME Field Supply Europe Stk Clk Personnel business unit and some customer service employees. The Employer acknowledged that the Aircraft Maintenance Assignments Policy applied exclusively to AMTs but submitted that stock clerks needed to have passports with them so that they could travel at short notice if necessary.[6] The Employer also submitted that there were groups covered by

[6] The Union acknowledged that stores workers may take parts to an existing station but maintained that AMTs

the CBA whose roles were critical to safety, such as international security co-ordinators, although, unlike AMTs, they were not required to be licensed. The Employer stated that the same employee handbooks and policies applied to AMTs as to all employees.

23. The Employer submitted, in conclusion, that the Union's proposed bargaining unit was not appropriate. The Employer submitted that its proposal to incorporate the AMTs into the existing bargaining arrangements was appropriate and that the proper bargaining unit was all the Employer's non-management employees in the UK.

Considerations

24. 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 must also have regard to paragraph 171 of the Schedule which provides that "[i]n exercising functions under this Schedule in any particular case the CAC must have regard to the object of encouraging and promoting fair and efficient practices and arrangements in the workplace, so far as having regard to that object is consistent with applying other provisions of this Schedule in the case concerned." 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.

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alone would travel to destinations where there was no existing station, taking the necessary materials with them.

25. 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. The Panel notes that it cannot reject the Union's proposed bargaining unit because it feels that a different unit would be more appropriate nor, in considering whether it is compatible with effective management, can it consider whether it is the most effective or desirable unit in that context.[7]

26. The Panel considers that the Union's proposed bargaining unit is compatible with effective management. AMTs have been dealt with as a separate group by the Employer in the past and there is no evidence that this separate treatment has not been compatible with effective management. The Panel understands the Employer's concerns about proliferation of bargaining units and the implications of any such proliferation for effective management. However, there is no evidence of any demand for the creation of any further bargaining units within the Employer's organisation and the Panel notes the Union's undertaking that it would not support any group covered by the existing CBA if it were to seek recognition as a separate bargaining unit.

27. 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. The views of the Employer and the Union, as described earlier in this decision, have been fully considered. In relation to existing national and local bargaining arrangements, it is common ground between the parties that there has been no substantive collective negotiation on behalf of AMTs since 2013, although opinions differed as to what occurred in 2013 and as to the nature of the relationship between the Employer and AMT representatives before that date. In relation to the desirability of avoiding small fragmented bargaining units within an undertaking, the Union's proposed bargaining unit would be the sole bargaining unit within the Employer's undertaking in addition to the bargaining unit covered by the CBA. There is no evidence from past experience that there will be any request for additional separate bargaining units and the Panel notes again in this context the Union's undertaking, referred to in paragraph 26 above, that it would not support any such request. As far as the characteristics of workers are concerned, the Panel notes that that there is a clear boundary between AMTs and other workers, so that they are an easily identifiable group, and that they, unlike those groups covered by the CBA, are required to be licensed. All the workers in the

[7] *R (on the application of Cable and Wireless Services UK Ltd* v *CAC* [2008] EWHC 115 (Admin), Collins J at [9].

proposed bargaining unit are based at a single location. The Panel has had regard to the object set out in paragraph 171 of the Schedule in reaching its decision.

Decision

28. The Panel's decision is that the appropriate bargaining unit is that proposed by the Union, namely “All Aircraft Maintenance Technicians employed at Heathrow Airport”.

Panel

Professor Gillian Morris, Panel Chair
Mr David Coats
Mr Bryan Taker

17 May 2016

Appendix

Names of those who attended the hearing on 10 May 2016:

For the Union

Stuart Brittenden	-	Counsel
Joe McGowan	-	Regional Officer
Ralph Chandler	-	Workplace Representative
Derek Holmes	-	Workplace Representative
Jerry Lines	-	Workplace Representative
Charles Newlands	-	Workplace Representative
Neil Gillam	-	Observer

For the Employer

Sarah Fraser Butlin	-	Counsel
Phillippa Canavan	-	Solicitor, Squire Patton Boggs (UK) LLP
Lisa Stenning	-	HR Business Partner for Europe (Airports & Finance)
Ms Pardeep Sidhu	-	HR Consultant, UK Head Office