Case Number: IC/50/(2015)
3 August 2015

CENTRAL ARBITRATION COMMITTEE

THE INFORMATION AND CONSULTATION OF EMPLOYEES REGULATIONS 2004

DECISION ON A COMPLAINT UNDER REGULATION 15(1)

Ms Catherine Morrissey

and

University of London

Introduction

1. Ms Catherine Morrissey, an employee of the University of London (the Employer), submitted a complaint to the CAC dated 24 February 2015 under Regulation 15(1) of the Information and Consultation of Employees Regulations 2004 (the Regulations) that one or both of the requirements for the appointment or election of negotiating representatives set out in Regulation 14(2) had not been complied with. The CAC gave the Applicant and the Employer notice of receipt of the application on 2 March 2015. The Employer submitted a response to the CAC on 6 March 2015, which was copied to Ms Morrissey.

2. In accordance with section 263 of the Trade Union and Labour Relations (Consolidation) Act 1992, the CAC Chairman established a Panel to deal with the case. The Panel consisted of Professor Lynette Harris, Chairman of the Panel, and, as Members, Mr Roger Roberts, who for the purposes of this decision was replaced by Mr Len Aspell, and Mr Bob Purkiss MBE. The Case Manager appointed to support the Panel was Miss Sharmin Khan.

3. Invited by the Panel, Ms Morrissey made a further submission dated 23 March 2015 in which she provided her comments on the Employer's response to the complaint. Subsequently, the parties agreed to attend an informal meeting with the Chairman of the

Panel to see if they could resolve matters with CAC assistance. The meeting was held in London on 3 June 2015. As it did not prove possible to reach agreement on the issues, a formal Panel hearing took place in London on 7 July 2015.

Ms Morrissey's complaint to the CAC

4. Ms Morrissey complained to the CAC that the Employer was in breach of the requirements set out in Regulation 14(2)(a) and (b) when making arrangements for employees of the undertaking to elect or appoint negotiating representatives. Ms Morrissey believed that the Employer's actions were against the letter and spirit of the legislation.

5. Ms Morrissey argued that the Employer had breached Regulation 14(2)(a) by failing to ensure that all employees of the undertaking would be represented by one or more representatives following the election of the negotiating representatives on the grounds that:

(a) The Employer had refused to meet with Ms Morrissey to discuss the arrangements for the appointment or election of negotiating representatives, despite the fact that she was the signatory for the employees' request for Information and Consultation of Employees arrangements under the Regulations (ICER arrangements). The Employer only met with the two unions it recognised for the purposes of collective bargaining, Unison and UCU, who will be referred to as the two unions throughout this decision. Ms Morrissey's contention was that the Employer had met with the two unions in secret to devise a plan whereby only representatives from the two unions would be allowed to stand in an election for negotiating representatives. There were 4 nominations, 2 were members of Unison and 2 who were members of UCU. No non-union employees were allowed to nominate representatives.

(b) The Employer had not claimed that there was a valid pre-existing agreement (PEA) under the Regulations, therefore the Employer's relationship with the two unions and their existing recognition agreement should not have been the basis the Employer used in making arrangements for employees to appoint or elect negotiating representatives. In doing so, the Employer had not only privileged the two unions but had also restricted the nominations for negotiating representatives to the 2 recognised trade unions. As the majority of the employees of the undertaking were not members

of either of the two unions, these nominated candidates could not represent **all** employees as they were duty bound first and foremost to represent the interests of their members. It was known that the two unions could remove non-members from their joint meetings on issues that concerned all employees; for example this occurred when the discussions on London Weighting took place.

(c) The role or function of the elected or appointed negotiating representatives under the Regulations was to devise and agree a mechanism by which all employees were represented. This was undermined by the Employer when it decided with the two unions that the negotiating representatives should only be their representatives, especially as the unions had already stated in communications to their members that they would not be looking to set up a separate ICE arrangement but intended to use the process to 'extend and improve our existing framework.'

(d) The employee request for ICER arrangements was made in December 2014 by 162 employees, who were aware of the Employer's recognition agreement with the two unions but did not feel that this agreement adequately represented them. The Employer had failed to provide these employees, and other employees not affiliated with the two unions, adequate representation despite the majority of the employees of the undertaking not being members of either of the two unions and a significant portion of employees being outside the agreement for collective bargaining.

6. Ms Morrissey also made a case that the Employer had breached Regulation 14(2)(b) by preventing employees from properly taking part in the election or appointment of the negotiating representatives on the following grounds:

(a) The Employer had excluded the majority of the undertaking's employees from standing as candidates for the election.

(b) The Employer merely allowed all employees to cast a yes/no vote on candidates that were pre-selected by the Employer.

(c) The Employer had prevented employees from properly taking part in the election by:

(i) Providing conflicting information about what employees were supposed to be voting for, making it difficult for employees to research and clarify the purpose of the legislation, the nature of the ballot and the role of the negotiating representatives.

(ii) Encouraging employees to approve the two unions' candidates by giving access to those campaigning for a 'yes' vote to all staff e-mail lists, running information stalls on University property and staff offices during work time, and not providing the same access to the opposition.

(iii) Opening the ballot over too short a period. The ballot had opened within 2 working days of the Employer's initial notification to employees that the ballot would be taking place. This was insufficient time for employees to fully understand the issues and for a proper debate to take place. The ballot was only open for 5 days and employees who did not have access to their e-mail during this period were excluded from taking part in the ballot.

(iv) Holding a ballot that was not secret. Staff in Human Resources (HR) could see if employees had voted 'yes' or 'no'. Many employees were deterred from taking part in the ballot, especially those who did not agree with the Employer's choice for negotiating representatives.

7. Finally, Ms Morrissey advised the CAC that the date of the election or appointment of the negotiating representatives was 6 February 2015.

The Employer's response to Ms Morrissey's complaint

8. The Employer accepted that it was under an obligation to conduct negotiations to reach agreement on ICER arrangements. It had received notification from the CAC on 20 November 2014 that there was a valid employee request. However, it denied that it had acted in anyway in breach of Regulation 14 and its case was based on the following grounds:

(a) The University recognised the two unions for the purposes of collective bargaining in respect of its staff in grades 1 to 9; Unison being recognised for all staff in grades 1 to 6 and UCU for all staff in grades 7 to 9. There was a "trade union

recognition and procedure agreement" in place with the two unions, which already covered issues of information, consultation and negotiation. These were not PEAs under the Regulations, as not all employees of the undertaking were covered by them (employees above grade 9 were not within the scope of these agreements), and the content of those agreements in respect of information and consultation of employees was not sufficient to meet the requirements of a PEA under the Regulations. However, it was the Employer's belief that it had acted entirely legitimately, and in accordance with good industrial relations practice, by meeting with the two unions to discuss making arrangements for the election or appointment of negotiating representatives because of their established relationship and the existing agreements which provided some arrangements in relation to information and consultation.

(b) Its meeting with the two unions was not held in secret. The outcomes of that meeting were referenced in subsequent communications with employees. During that meeting there was a consensus that it was preferable for any ICER arrangements to be conducted under the existing framework for information, consultation and negotiation and that this would require amendments or amplification of the existing recognition and procedure agreements. The unions themselves proposed to nominate their own members to act as negotiating representatives. The Employer was fully aware at the time that any ICER arrangements would apply to all employees, including those above grade 9 who were not covered by any collective agreement, and that negotiating representatives under the Regulations would have to be elected or appointed by all employees and also represent all employees in those negotiations after the election or appointment.

(c) It disagreed with Ms Morrissey's issues regarding the election process for the following reasons:

(i) It had been made clear to the employees in the Employer's communication of 29 January 2015 that each union would be nominating two representatives to represent all employees under the ICER arrangements. Employees were duly notified that the Employer wished to provide all employees with the opportunity to approve the appointment of these union representatives and that it intended to do this through a ballot in which each

employee would be asked to vote on whether or not they did approve these appointments by way of a 'yes' or 'no' vote. The Employer did not accept that the information it had provided affected the ability of the employees to take part in the vote. The Employer's communications to its workers contained a clear reference to the ICE Regulations 2004 and that facilities were only available to the unions did not indicate a breach of Regulation 14.

(ii) The ballot period was sufficient. Each employee was sent an e-mail or a letter with the names of the nominees and clear instructions on how to vote. The voting process was confidential. The results of which were announced to all employees on 6 February 2015. 566 had voted. 372, 65.7% of those voting, voted to agree the appointment of the union representatives. 194 employees, 34.3% of those voting, voted against. The appointment of the negotiating representatives as nominated by the two recognised trade unions, Unison and UCU, was approved and the turnout for the vote was testament that the election process was understood by the employees.

(d) The Employer's contention was that its arrangements were not in breach of Regulation 14(2)(a) as all employees were entitled to, and were able to participate in, the ballot and the appointed representatives were appointed to represent all employees and, therefore, all employees of the University were represented by one or more representatives following the election or appointment. Ms Morrissey's assertion that being a member of a union somehow affected an individual's role and function as a negotiating representative for all employees under the Regulations was rejected. It did not agree that the representatives from the two unions would be duty bound to represent their members first and foremost. Indeed union representatives in other capacities, for example in collective bargaining arrangements, almost always represented both union members' and non-union members' interests.

(e) Whether a majority of the employees in the undertaking were non-union members or members of the unions was also irrelevant. All employees in this case were entitled to approve or reject those appointments and the majority of those voting approved the negotiating representatives. It followed that there had not been a restriction on nominations for candidates to the portion of employees in the undertaking that were covered by the recognition agreements.

(f) The Employer observed that there was no requirement in Regulation 14(2) to allow non-union employees to nominate representatives or that all employees should be entitled to stand as negotiated representatives. In fact there was not even a requirement for an election. The sole requirement was that all employees must be entitled to take part in the election or the appointment of representatives as happened in this instance.

9. Catherine Morrissey was the Branch Secretary for the Independent Workers of Great Britain (IWGB) trade union at the University of London which was not recognised for collective bargaining purposes. The employees' request for ICER arrangements was initiated and co-ordinated by Ms Morrissey on behalf of the IWGB. The Employer felt it was not obliged to meet with Ms Morrissey in her capacity in either of her two roles. The identity of any other employees requesting ICER arrangements was not known to the Employer so it did not feel it was obliged to meet with them either. Whether employees who had made the request for ICER arrangements felt that they were adequately represented was irrelevant to Regulation 14. Regulation 14(2)(a) was about whether all employees in the undertaking were represented by one or more representatives **following** the election or appointment of negotiating representative which was the outcome of the process carried out by the Employer. The perceived adequacy and effectiveness of that representation was not within the scope of Regulation 14(2) either and the Employer believed that Ms Morrissey's comments in this regard was representative of the IWGB's partisan view of the two unions.

10. It was for the Employer to decide whether the negotiating representatives should be elected or appointed. In the event that an Employer chose the option of arranging an election, as in this case, there were no further provisions about the conduct of that ballot other than that under 14(2)(b) which stated that all employees must be given an entitlement to vote in the ballot and which the Employer had so given. The Employer had informed employees of the undertaking that individuals had been nominated by the two unions and all employees had been given the clear choice, through the ballot, of approving or voting against their appointment. All employees had received their entitlement to participate in the ballot. Such specific provisions did however appear elsewhere in the Regulations: In Regulation 8(3) regarding the conduct of ballots for the endorsements of employee requests where there was a PEA and in Regulation 19 and Schedule 2 of the Regulations in respect of the election of information and consultation representatives where the standard information and consultation

provisions applied. The omission of these provisions from Regulation 14 was deliberate and rendered any issues in the complaint related to how the election was conducted irrelevant.

Ms Morrissey's comments on the Employer's response dated 23 March 2015

11. The Employer's response showed its general intention not to engage with any employees other than those within its existing negotiating structures. This reinforced her view that the Employer was not concerned with true and open communication and consultation with its employees; an approach which clearly undermined the purpose of the Regulations.

12. Ms Morrissey confirmed that she was the University of London Branch Secretary for the IWGB and also a member of UCU. The Regulations were clear that any employee was entitled to make a complaint under the Regulations if they felt the employer had not acted properly. Nevertheless the Regulations were there to ensure that **all** employees were properly consulted. It was irrelevant that the IWGB was not recognised by the Employer. Voluntary recognition arrangements were not covered by the Regulations so the Employer's reference to these matters only served to detract from the main issues in the complaint.

13. In focusing only on what was not required by the Regulations, the Employer was avoiding acknowledging that 10% of its employees had requested ICER arrangements and that, regardless of their affiliation to any unions, those employees, as a subset of all employees, had a right to representation under the Regulations. The Regulations were there to facilitate communication between employees and employers by placing a statutory requirement on an employer to inform and consult. Not knowing the identity of the employees who signed the request, or believing some or all of them to be part of a union that the Employer did not recognise for collective bargaining purposes, was not an adequate reason to refuse engaging with them. The Employer had denied itself the opportunity to know who the signatories were and why they had made the request, instead preferring to make the assumption that the signatories were all synonymous with the IWGB.

14. Ms Morrissey could not accept that the employees' objections to the exclusivity of the two unions' involvement in the arrangements for the election or appointment of negotiating representatives was irrelevant because the request for ICER arrangements was made in the first place precisely because they did not feel that the Employer was informing and consulting

with them properly within the existing information and consultation processes. It was necessary for the Employer to consider **why** employees had made a request under the Regulations when existing agreements were in place.

15. The Employer's admission that its meeting with the two unions established their preference for ICER arrangements to be conducted within their existing framework for information, consultation and negotiation was evidence that its response to the employees' request was predicated on what suited the parties involved in a separate recognition agreement. A valid ICER request was not there to facilitate the 'preferences' of any parties simply because they had a separate arrangement.

16. Ms Morrissey accepted that her point about the meeting being held in secret was a peripheral point but wanted it noted that the meeting was not publicised in advance; even members of those unions, other than the committee members, were not informed that it was taking place and subsequently informing staff that a meeting had taken place in her view did not mean that it was not secret at the time it took place.

17. The ballot was not confidential. The Employer had knowledge of how employees had voted as it was possible for the unnamed person(s) in HR to see which way an employee had voted. This was an issue as HR was viewed by employees as senior management who would be sitting on the opposite side of the table in any negotiations with representatives. It was possible that employees would make a decision not to risk voting at all, which cast doubt on the Employer's claim that "the appointment of the negotiating representatives […] was approved" by staff. Moreover the Employer's assertion that 65% of those voting approved the appointment was meaningless in the light of evidence that many people did not dare to vote and less than 50% of employees entitled to vote actually did so.

18. The ballot notification from the Employer on 2 February was not clear stating: "[in] the event that a majority of voters reject the appointments, we would need to consider alternative means of forming a team to do this work". Employees were given no clear indication of what a 'no' vote would entail for them. It was not possible to argue that employees were fully participating in an election when they did not know the options on which they were voting.

19. Ms Morrissey accepted the Employer's account of the steps that took place prior to the ballot of 2 - 6 February 2015, but amending or amplifying the existing recognition and procedure arrangement to reflect the requirement for a negotiated agreement under the Regulations was not the right approach. The Regulations were not designed for the 'amendment or amplification' of any other agreement but to negotiate separate ICER arrangements

20. The Employer clearly felt that it was within its remit to decide that the 4 union representatives, and no others, should be put in place on behalf of all staff. Organising an election or appointment after this decision had been made was merely a formality to validate their actions. The intention of the Regulations was not to provide an employer with the power to choose the employees' representatives and then merely allow employees to 'rubber stamp' this decision, or choose between options defined by the employer. The *reducto ad absurdum* of this argument would be that the employer could have selected two sets of senior managers and offered a choice between them, claiming that all employees would thereby have had a chance to 'take part'.

21. The Employer's assertion that it was for the employer to decide whether the representatives should be elected or appointed was based on an incorrect understanding of the Regulations' purpose and meaning. The Regulations actually said that the employer must:

> "make arrangements, satisfying the requirements of paragraph (2), for the employees of the undertaking to elect or appoint negotiating representatives" [14(1) (a)]".

The Regulations did not state that the employer might choose which method the employees should use.

22. The Regulations stated that all employees must be entitled to take part in the 'election or appointment' which will create 'one or more representatives' who will constitute the employee side of the negotiating forum under the Regulations [14(2)(b)]. Since it was not possible to 'elect' from a pool of one, and since, if employees could not agree on who to appoint the only solution would be an election, one could understand that the wording 'election or appointment' described the alternative processes in which either there could be a vote in which employees chose between various candidates or, if there was only one

candidate, that person was allowed to take the position of negotiating representative subject to the employees' approval. In the former case the process would be described as an 'election'. In the latter case the process would be described as an 'appointment'. It **did not** mean that the employer had the right to choose whichever method it wanted, or that the employer could have a hand in choosing the candidates that employees may elect. This would make the election process of employee representatives meaningless.

23. In specifying that the employer must "make arrangements […] for the employees of the undertaking to elect or appoint…" [14(2)(a)] and that "all employees of the undertaking must be entitled to take part…" [14(2)(b)] the Regulations were unequivocally laying down the principle that the employees, not the employer, should choose the representatives. However, in this case an appointment was made by the Employer which employees were retrospectively asked to ratify. They were asked to endorse the appointment of multiple people from a pre-determined pool. In a multi-candidate situation the intention of the Regulations was that any employee of the undertaking was allowed to put their name forward and all employees were then entitled to vote on that. This had not happened.

24. Ms Morrissey did not accept the Employer's point that the omission of detailed requirements for an election under Regulation 14 was "deliberate". The lack of detail at this point in the Regulations did not give sanction for the Employer to conduct the process in any way it chose; it simply indicated that normal fair practice should dictate this.

25. In conclusion, a finding that allowed for a negotiating body to be set up in the manner adopted by the Employer, would enable any employer in the UK, to nominate one or more employees who do not truly intend to operate in the interests of all staff, to claim that by organising a ballot in which it had allowed all employees to take part it had acted in accordance with Regulation 14(2). The successful candidate in this scenario could find themselves creating a forum which could be entirely controlled by the employer, thus disenfranchising the employees whilst apparently complying with the law. This could not have been the intention of the drafters of the legislation, and was wholly contrary to the stated purpose of the Regulations which was to enable proper information and consultation of employees.

CAC hearing to determine Ms Morrissey's complaint

26. On 16 June 2015 the parties were informed by the CAC that the Panel had decided to hold a hearing to determine the complaint. The hearing was scheduled for 7 July 2015 and both parties, in advance of the hearing, submitted their final written submissions together with supporting documents. The parties' final submissions for the hearing were duly cross-copied between the parties and to the Panel by the CAC on 29 June 2015. A summary of the parties' final written submissions as amplified at the hearing follow. For ease of reference, where parties provided the Panel with supporting documents in their bundle, it has been referenced in this decision as A1 for the applicant's, Ms Morrissey's, bundle and E1 for the Employer's. A full itemised list of the documents provided in the parties' bundles are listed at Appendix 1 of this decision and the names of those who attended the hearing on 7 July 2015 on behalf of the parties are listed at Appendix 2 of this decision. Both parties were represented by counsel at the hearing.

Summary of the final submissions made on behalf of Ms Morrissey

27. The crux of the issues in the complaint was twofold:

(a) The Employer had wrongly agreed with the two unions that they would nominate two representatives each and a ballot would be conducted to ratify the appointment of these representatives. No other employees were entitled to or invited to stand for election.

and

(b) The process by which the representatives were chosen by the two unions and the Employer was in itself not fair because of the campaigning process permitted by the Employer, the limited time between notification of the ballot and the opening day, and the lack of secrecy of the vote.

There were the following four strands to Ms Morrissey's case:

(i) The role of the Employer in appointment or election

28. By making appointments that was merely ratified by a vote of employees, the Employer had effectively turned Regulation 14(1) on its head by playing a determinative role instead of facilitative role that resulted in its breach of Regulation 14 from the outset.

29. The Employer's and the Unions' written communications to employees regarding the election emphasised that the ballot was simply to endorse the nomination of the candidates already decided on. As regulation 14(2)(a) requires that the Employer must make arrangements for employees to elect or appoint negotiating representatives not to actually appoint negotiating representatives, the Employer's role was limited to "making arrangements" for the employees to do this. The Panel was referred to the title of the Employer's written communication to the employees on 29 January 2015[1] which read: "Discussions to modify our current information and consultation arrangements; a vote to approve union representation". The purpose of the ballot was stated in that communication as: "to approve the appointment of the union representatives".

30. The Panel was also referred to the election communications from UCU's Regional Organiser (who was not employed by the University) to UCU members dated 29 January 2015[2] which stated that:

> "The Unions have agreed that in order to comply with the legislation, the staff side team that will discuss these changes should nominate from our pool of union reps by the two union committees. The reps then simply need to be endorsed by all staff at the University through a simple majority vote."

(ii) Role of pre–existing recognised trade union representatives in appointment or election

31. UCU's election communications made it clear that the intention of the Employer was to simply modify its existing arrangements with its recognised unions. UCU's e-mail from

[1] E1 item 10
[2] A1 item 4

Esmilda Yates to all staff dated 30 January 2015[3] stated "Vote Yes for the four representatives who will meet with the University to negotiate the broadening and improvement of the recognition agreement to ensure its in full compliance with the ICE regulations" and again in UCU's e-mail to UCU members dated 29 January 2015 (as referenced in par. 30 above) stated that "We welcome this opportunity to extend our current arrangements and protect what we have already achieved." The stated "current arrangement" only applied to members of UNISON and UCU. They did not apply to members of other unions, including the IWGB nor those who were not union members.

32. The Panel was asked to consider that the mechanism for both negotiating representatives and ultimately information and consultation representatives was qualitatively different to the approach taken in other legislation. This was an intentional departure of the legislature from the UK "norm". For instance in s188(1B) TULRCA 1992 and Regulation 13(3) TUPE 2006, as amended, recognised trade unions took precedence over other forms of representation; only in circumstances where there were no recognised unions did elections and appointments of other representatives come into play. In contrast there was no such precedence for recognised unions within the ICE Regulations. The focus was instead on the employees themselves making the appointment or election of their representatives. Therefore, any interpretation of the Regulations that allowed trade unions to determine who should stand as a negotiating representative without any possibility of other employees standing was erroneous and contrary the letter or spirit of the legislation.

33. The exclusion of Ms Morrissey from any of the discussions as Branch Secretary of the IWGB for the University of London and/or from standing as a candidate was effectively excluding the IWGB from playing a part in the I and C mechanism. The exclusion of another independent union simply because it was not recognised by the Employer was the mischief which the drafting of the Regulation was intending to avoid.

34. The fundamental aim of Regulation 14 could be discerned in Regulation 14(2)(a) that: "the election or appointment of the representatives must be arranged in such a way that, following their election or appointment, all employees of the undertaking are represented by one or more representatives."

[3] A1 item 5

This was reflected in Article 1(2) of the Directive (2002/14/EC Information and Consultation of Employees Directive)[4] which stated:

> "The practical arrangements for the information and consultation shall be defined and implemented in accordance with national law and industrial relations practises in individual Member States in such a way as to ensure their effectiveness".

35. The meaning of "effectiveness" being understood as referring to Recital 6 which referred to preventing serious decisions being taken and made publicly without adequate procedures having been implemented beforehand to inform and consult employees.

36. It followed then that disenfranchisement of a section of the relevant employees would mean that the practical arrangements would be ineffective. Regulation 14(2)(a) stated that all employees must be represented by one or more representatives and it was a high standard to achieve. The election result in this case substantially missed the mark. The Panel was invited to see the results of the ballot in a different light to that shown by the Employer (paragraph 8(c)(ii) of this decision). 162 employees making a request under the Regulations were more than 10% of the workforce. Of around 1100 employees only 566 employees had voted in the ballot. Of those 566, 372 voted yes (65.7%) and 194 voted no (34.3%). These figures were deceptive because in fact, assuming there were 1100 employees, only 33.81% of the relevant employees voted for the negotiating representatives.

37. It was understood that there were 150 UCU members in the undertaking, which included members at the Courtauld, Edexel and retired members. So the number of UCU members was significantly less than 150 and it was understood that there were 90 members of Unison. These figures established that the numbers voting yes and those representing UCU and UNISON members were small. 33.81% was a long way from **all** employees or even the majority of employees being represented by the representatives.

(iii) Meaning of election or appointment

38. "Election" and "appointment" were two separate processes. Appointment referred to employees collectively agreeing that someone or a group of people should be negotiating

[4] A1 item 1

representative(s). Election referred to a contested scenario where there were more candidates than positions to fill. There was no middle ground provided for in the Regulations whereby candidates could be appointed by a small subset of the employees and elected into those positions. The Employer was required to make arrangements for the employees to follow one or the other of the processes, not a hybrid of them both.

39. The language in Regulation 14(2) (b) was clear:

> "all employees of the undertaking must be entitled to take part in the election or appointment of the representatives and, where there is an election, all employees of the undertaking on the day on which the votes may be cast in the ballot, or if the votes may be cast on more than one day, on the first day of those days, must be given an entitlement to vote in the ballot"

There were two parts to this requirement, i.e. employees were entitled to take part as well as to vote. The taking part was additional to voting. To "take part" meant more than simply voting. Employees' involvement under this Regulation extended well beyond voting to ratify a pre-ordained choice.

40. The Directive was clear that national laws and industrial practice was intended to be superseded. Unlike the situation in relation to the precedence of recognised unions (see paragraph 32 above) they had not been expressly disapplied. All of s47(1) TULRCA 1992, Regulation 13(3) Transnational ICE Regulations 1999 and Regulation 14 TUPE Regs. 2006 provided that employees should not be unreasonably excluded from standing as a candidate. It followed then that the meaning intended for "take part" was that employees should be entitled to stand as candidates in the election process or be able to be appointed if the appointment route was adopted.

(iv) Election Process

41. It was true to say that there were no specific requirements in Regulation 14 as to the nature of the election process; however a minimum standard could be read into the Regulations that an election must be fair and transparent and not lacking in integrity. It was normal industrial practice for ballots to provide for equality in communication with

employees, proper time to vote and secrecy in the vote itself. This could not be said of the ballot held in this case.

42. In the summing up on behalf of Ms Morrissey, it was pointed out that there was a fundamental difference between electing or appointing and endorsing or ratifying. The process of appointing or electing was not as limiting an exercise as endorsing or ratifying which was incompatible with the legislation as it meant the decision on who could stand for election or be appointed was within the power of the Employer, when it should have been in the hands of the employees. Regulation 14 was not about looking to the end result of the whole ICER process but concerned with how arrangements could be put in place to allow employees to nominate candidates as negotiating representatives who would then play their role in the final ICE agreement under the Regulations.

43. The Employer had relied on the judgement in *Moray Council v Stewart (2006)* in support of its arrangements but this related to Regulation 8 in respect of how a PEA was approved and a PEA was not relevant here where the concern was the fairness of arrangements for the appointment or election of negotiating representatives. The Moray judgement could be considered by the Panel in converse terms to that applied by the Employer and as helpful to the applicant's case. At paragraph 35 and 36 of the Moray judgement it was recognised that the CAC was entitled to take into account of how many employees were members of the trade union In the Moray case this had been the majority whereas in this instance the majority were not members of the recognised unions.

43. In conclusion, the Employer had breached the requirements of Regulation 14 and the CAC Panel was invited to make an order requiring the Employer to arrange for the process for the election or appointment of negotiating representatives to take place again.

Summary of the final submissions made on behalf of the Employer

44. The Employer clarified that the complaint was in respect of the University of London in the narrower sense of its Central Academic Bodies and Activities which was often referred to as the "central University", a discrete legal entity and employer, but for the purposes of this complaint the Employer has been referred to throughout as the University of London. The Employer employed just over 1200 employees – 1206 employees as at 19 November 2014

when it declared its list of all of its employees to the CAC in respect of the employees' request.[5] Apart from 6 individuals employed in Paris at the University of London in Paris ("ULIP"), all of these employees were employed in the UK at the Employer's sites in Central London. 467 staff in Grades 1 to 6, 607 staff in Grades 7 to 10. Of these, 559 were in grades 7 to 9 inclusive and 48 in Grade 10; and 132 other staff, including 5 staff paid on Wardenial pay scales, 4 academic staff paid on spot salaries and 123 staff paid on NHS pay comparable spot salaries. All these staff fell under grades 6 to 9.

45. The Employer explained the coverage of the recognition agreement with the two unions: Unison was recognised for collective bargaining purposes for all employees in Grades 1 to 6 (inclusive) and UCU was recognised for collective bargaining purposes for all employees in Grades 7 to 9 (inclusive). Neither UCU nor Unison was recognised for collective bargaining in relation to staff above Grade 9. Wardenial staff was covered by the UCU agreement. The trade union recognition and procedure agreement between the University and its recognised trade unions was a single agreement with both Unison and UCU.[6] It made provision for information sharing, consultation and negotiation over terms and conditions of employment. In its written submissions, the Panel was referred to the specific clauses in the agreement that pertained to information and consultation.

46. The Employer did not know how many of its employees were members of any trade union but it had been informed by Unison that they had 181 members employed by the University and by UCU that they had 178 members employed by the University.

47. The Employer referred the Panel to the correspondence exchanged between Ms Morrissey and the Employer over the period 5 November 2014 when Ms Morrissey first informed the Employer that a formal request under the Regulations was being made, to 21 January 2015, the date on which the Employer emailed Ms Morrissey to informing her that it would be communicating with its staff in the following fortnight in relation to the request under the Regulations and that it did not consider that a meeting was necessary at that time.[7] In that period Ms Morrissey had approached the Employer to inform that the employees were keen to negotiate a voluntary agreement for ICER arrangements.

[5] E1 item 4
[6] E1 item15
[7] E1 item 9

48. Following the CAC's notification that a valid request had been made, the Employer took steps pursuant to Regulation 7(1). Consequently the Employer was approached by Ms Morrissey, on behalf of the employees, to request a meeting to discuss a way forward. The Employer at this point considered that it was more appropriate, and in line with good industrial relations practice, to meet with its recognised trade unions to discuss the request for information and consultation arrangements under the Regulations and to do so before making any communications with all of its employees regarding this request.

49. The Employer preferred the ICER arrangements to be conducted with its recognised trade unions as this was a natural development of the existing information, communication and consultation arrangements. A separate information and consultation body established in addition to the existing relationship with the two unions would create duplication and/or fragmentation of information and consultation processes. Managing this by removing relevant information and consultation topics from the scope of its recognition agreement would impact on its relationships with the two unions. Neither of these outcomes was satisfactory. A hybrid structure where the two existed was regarded as suboptimal in terms of effective industrial relations. Once it was understood what was required under the Regulations, the Employer decided not to enter into discussions with the employees who had requested the ICER arrangements because it felt it could satisfy its obligations under the Regulations through discussions with its two recognised unions and the decision to amend the existing agreement was the preferred approach.

50. The Employer did not agree with Ms Morrissey's understanding of the Regulations that it did not allow information and consultation arrangements to be conducted through recognised trade unions. Indeed a recognition agreement could be a pre-existing agreement under the Regulations. The Regulations did not "require" any new body to be established; the method of information and consultation was to be agreed where possible with the negotiating representatives, and the outcome could clearly be to modify existing arrangements and forums for the purposes of providing information and consultation.

51. Ms Morrissey's contention that it had "attempted to validate its appointment of Unison and UCU representatives by balloting all employees on their appointment after it had already taken place." did not happen. The unions themselves had each proposed two negotiating representatives. The nominations were put to an all-employee ballot so that

employees could approve or reject them. The allegation from Ms Morrissey that "the University clearly felt that it was within its own remit to decide that these representatives, and no others, would be seen to speak on behalf of all staff" was rejected. It had organised the all-employee ballot precisely to allow all staff to vote for or against the proposal which had emerged from its discussions with the unions. It was the ballot outcome which determined whether the Employer proceeded with the approach discussed at the meeting – the Employer did not impose anything. The ballot was not a "formality" – employees were given a free choice to support or reject the proposal and the outcome was not, and could not be, predetermined by the Employer.

52. The Employer maintained that it did not need to inform employees about the meeting in advance. The nature of the meeting was between an employer and its branch representatives of its recognised unions. It was not appropriate for members of the unions or non-members to attend. The Employer did not accept Ms Morrissey's assertions that its meeting with the two unions was not good industrial relations practice.

53. The Employer did not accept Ms Morrissey's representation of its communications to employees. On 29 January 2015, the Employer notified the employees by a post on the University's intranet, of the request under the Regulations, the discussion with its trade unions, and the arrangements for the ballot[8]. The post made a clear reference to the Information and Consultation Regulations 2004:

> "We want to give employees the opportunity to approve the appointment of the union representatives. We intend to do this through a ballot. All employees of the University will be contacted on Monday (either by email or letter, depending on their access to email) and asked to vote on whether they approve the appointments or not. If the majority of votes received approve the appointments then those nominated will form the staff side for discussion about modification of the University's current information and consultation arrangements, as enshrined in the union recognition agreement with UNISON and UCU. In the event that a majority of voters reject the appointments, we would need to consider alternative means of forming a team to do this work."

[8] E1 item 10

54. The information was repeated in its email to all staff on Monday 2 February 2015[9] which also gave details of the ballot process and the names of the nominations proposed by the two unions for negotiating representatives. The closing date of 12 noon on 6 February 2015 was clearly stated. All employees of the University were entitled to vote in the ballot - whether or not they were members of Unison or UCU and regardless of grade and whether they were covered by collective bargaining arrangements. Recipients were asked to vote using the voting keys at the top of the email. This gave the options of voting either *"Yes I agree the appointment of the union representatives'* or '*No, I do not agree the appointment of the union representatives'*. By selecting the relevant voting key, those voting sent an automated response to the Human Resources Department indicating their preference. Employees were also told to expect an automated email response confirming that their vote had been received and given details of what to do if this was not received. Employees were instructed to only vote once and also informed that only their first vote would be counted for voting purposes. The Panel were advised that this was monitored by the HR department. Any worker on sick leave, maternity, or on annual leave was written to on 30 January 2015[10] with the same information. They were provided with a tear off slip to return or they could e-mail their vote in.

The Employer's response to the Ms Morrissey's final submissions

55. When determining the legislative effect of the provisions of the Regulations, it should be a matter of how the language in the statute was constructed, not an unarticulated "spirit". Having said this, the Employer maintained that it had been consistent with the spirit of the Regulations in respect of appointing and electing negotiating representatives, and reiterated that the provisions for which were deliberately not prescriptive.

56. The Directive 2002/12/EC in Article 1(2) provided that it is for Members States to define the practical arrangements for I & C in "accordance with national Law and industrial relations practice". In the UK national law and industrial relations practice was the role of independent trade unions recognised for collective bargaining on behalf of workers, including those who were not union members. Employers in the UK were free to choose to recognise

[9] E1 item 12
[10] E1 item 13

some unions at the exclusion of others. The directive did not give direction as to the method of negotiating information and consultation arrangements.

57. Ms Morrissey's contention that I & C mechanisms could not ensure "effectiveness" if they were implemented with trade unions who were recognised but did not have 100% membership amongst the employees they represented for the purposes of information and consultation was a misconception of the position of recognised trade unions and the ICE regulations.

58. Recognised trade unions for the purposes of collective bargaining purposes represent all employees in respect of whom they are recognised for whether union members or not. This was reflected in the EAT's decision of *The Moray Council v Stewart UKEAET/0143/06/LA[2006] ICR1253* Paragraph 33 and 34 of that judgment[11] was clear that for the purposes of ICER, recognised trade unions can properly be seen to represent the interest of non-members. It followed from paragraphs 36 to 38 of that judgment that even if there were non-trade unionists, the CAC could properly conclude that a pre-existing agreement (PEA) had been approved by employees in the undertaking if they had been agreed by recognised trade unions, where members of the unions were a majority of the employees. The Employer in the current case had done just this. It had taken the route of seeking approval for nominations made by unions through a ballot of employees, which ultimately received majority support. It was worth noting that the existing recognition agreements with the two unions did not amount to a PEA but for only a small number of employees, approximately 48 staff, who were above grade 9 and were not therefore covered by the agreement. Thus the existing agreement in this case did not extend to all employees in the undertaking and could not be declared by the Employer as a PEA. Under the Moray judgement if the agreement did extend this far and subject to the terms of the collective agreement, the Employer's existing arrangements could have been considered as a PEA under the Regulations.

59. The decision on whether to elect or appoint the negotiating representative(s) was a decision to be made by the Employer. There was nothing in the wording of Regulation 14 that employees should dictate the approach taken. Appointment clearly meant something

[11] E1 item 18.

other than election. Parliament would have provided that appointments should be made after an open nomination and election process as it did in Schedule 2 of the Regulation if this was the intention of Regulation 14.

60. There was nothing in the Regulations that said the Employer could not do what it had done, i.e. seek nominations from recognised trade unions and put them to the vote of all employees. The only issue was whether these steps complied with Regulation 14(2) and they did. When asked by the Panel if the two unions fully understood the difference between the ICE regulations and their existing roles as representatives, the Employer explained that the two unions had taken their own advice on the Regulations after the meeting on 22 January 2015. The two unions had then returned with their proposals for the nominations for the negotiating representatives.

61. In this case all employees were able to take part in the appointment of the representatives and were given a free vote on whether to agree or reject the nominated representatives. The majority of those voting voted for these nominated representatives. There was no provision to say that nominees had to have support from 100% of employees.

62. Membership density in the undertaking was an irrelevant issue for the Employer as it did not rely on membership levels in its recognised unions to demonstrate or constitute agreement or approval of the nominated candidates. The ballot gave all employees the opportunity to approve or reject the nominations.

63. When asked by the Panel how the issue of non-member interests would be addressed during discussions with the two unions, the Employer stated that the thinking was to incorporate non-members into the information and consultation aspects of the recognised agreement except in respect of pay hours and holidays though amendments to the agreement had not been made yet. Other than this, non-union members' interests would be addressed by the Employer as they had always been, through the recognition agreement with the two recognised unions in place and the normal methods of communication, which included e-mail, invites to meetings and information on the Employer's intranet and opinion polls.

64. In conclusion, the Employer's position was that it had fully complied with Regulation 14 in respect of making arrangements for the appointment of negotiating representatives.

Matters clarified for the Panel

65. The parties had agreed at the commencement of the hearing that there was no previous case, or domestic or European guidance on the matters at issue although the Employer's counsel did put to the Panel that there were some helpful points to be gained from the Moray Judgment; Ms Morrissey's Counsel gave its responding arguments during the course of the hearing.

66. In response to a question about the delay in responding to the applicant's initial approach for ICE arrangements under the Regulations made in November 2014, the Employer explained that this was due to their unfamiliarity with the legislation. This led the Panel to ask the Employer if the two unions had fully understood the difference between representation under the ICE regulations and other representative roles. The Employer explained that both unions had taken their own advice on the Regulations after the meeting on 22 January 2015.

67. Just before the Hearing was closed both parties agreed that if the complaint was well-founded the CAC should instruct the Employer to apply its process in its response to Regulation 14 again but the Employer noted also that it was not for the CAC to direct how this was done again. The Applicant also noted that this was a fair point raised by the Employer but that it was to be understood by the Employer also that if it were to have to carry out the process again it should do so properly, in light of any judgements made by the CAC in its decision.

The Panel's considerations

The Panel considered the following regulations material to Ms Morrissey's complaint:

68. *Regulation 7(1):*

Employee request to negotiate an agreement in respect of information and consultation

7.-(1) On receipt of a valid employee request, the employer shall, subject to paragraphs (8) and (9), initiate negotiations by taking the steps set out in regulation 14(1).

69. *Regulation 14(1):*

Negotiations to reach an agreement

14.-(1) In order to initiate negotiations to reach an agreement under these Regulations the employer must as soon as reasonably practicable-

(a) make arrangements, satisfying the requirements of paragraph (2), for the employees of the undertaking to elect or appoint negotiating representatives; and thereafter

(b) inform the employees in writing of the identity of the negotiating representatives; and

(c) invite the negotiating representatives to enter into negotiations to reach a negotiated agreement.

70. *Regulation 14(2):*

> *(2) The requirements for the election or appointment of negotiating representatives under paragraph (1) (a) are that –*
>
> *(a) the election or appointment of the representatives must be arranged in such a way that, following their election or appointment, all employees of the undertaking are represented by one or more representatives; and*
>
> *(b) all employees of the undertaking must be entitled to take part in the election or appointment of the representatives and, where there is an election, all employees of the undertaking on the day on which the votes may be cast in the ballot, or if the votes may be cast on more than one day, on the first day of those days, must be given an entitlement to vote in the ballot.*

71. *Regulation 15(1):*

> *15.-(1) If an employee or an employee's representative considered that one or both of the requirements for the appointment or election of negotiating representatives set out in regulation14(2) have not been complied with, he may, within 21 days of the election or appointment, present a complaint to the CAC.*
>
> *(2) Where the CAC finds the complaint well – founded it shall make an order requiring the employer to arrange for the process of election or appointment of negotiating representatives referred to in regulation 1 to take place again within such a period as the order shall specify."*

72. Ms Morrissey, on behalf of employees of the University of London, submitted a request to the CAC that the Employer should establish information and consultation arrangements under the Regulations. On 20 November 2014, the CAC informed Ms Morrissey and the Employer that the number of employees making the request was 162 and that the number of employees was stated by the Employer as 1206. The Employer did not dispute that this was a valid request and accepted that it was required to initiate negotiations in accordance with regulation 14(1).

73. Although the Employer had collective bargaining arrangements in place with the two recognised trade unions, UCU and Unison, which included established information and consultation processes, Grade 10 staff did not come within the scope of these arrangements and as the content of the existing information and consultation processes were not sufficient to be regarded as PEAs under the Regulations the Employer came to the conclusion that it would need to amend or extend its existing arrangements so as to meet its obligations under the ICE Regulations.

74. The method adopted by the Employer for initiating negotiations on information and consultation arrangements under the Regulations was to invite the two recognised unions to each nominate two candidates at a meeting with representatives from UCU and Unison on 25 January 2015. Despite a request from Ms Morrissey to meet to discuss the way forward on 19 December 2014, the Employer decided not to meet with her or any other of the other employees who had been signatories to the request for an ICE arrangement under the 2004 Regulations. As a result was there were no discussions involving non-union employees about the form of any new consultative forum or about the appointment of representatives.

75. An employer, on receipt of a valid request, has two responsibilities in relation to the appointment or election of negotiating representatives. In summary, regulation 14(2)(a) requires that all employees should be represented by one or more negotiating representatives and regulation 14(2)(b) states that all employees must be entitled to take part in the election or appointment of representatives. The Panel accepts the point made by the Employer that the Regulations provide for representatives to be appointed or elected. However the Employer in this case, by limiting their discussions concerning the appointment or election of negotiating representatives to the union representatives from the two trade unions recognised for collective bargaining, did not put in place arrangements which took into account the representation of all employees even though the parties agree that the majority of the workforce of 1200 employees are not in union membership. In the Panel's view this was an important oversight as in Ms Morrissey's further request to the HR Director on 11 November 2014 asked for a voluntary information and consultation arrangement with the Employer that would be open to all University employees whether unionised or non-unionised.

76. In its reported preference for supporting its existing relationship with the two recognised trade unions, the Employer appears to have viewed information and consultation

arrangements under the ICE Regulations as an extension to its collective bargaining machinery. There was no presented evidence that the Employer had considered any alternative arrangements for or sought views other than from the recognised trade unions on how this could best be achieved to represent all employees. The Panel concluded that the Employer's focus was on maintaining the status quo despite accepting that there was no pre-existing agreement and that a valid request had been made for new information and consultation arrangements representative of unionised and non-unionised employees. The Panel recognises that a number of reasons why be both the Employer and the two recognised unions favoured pursuing that course of action which were referred to in Employer's submission but the Regulations are specifically intended to facilitate information and consultation in respect of all employees in an undertaking.

77. The Employer cited the previous CAC decision in *Stewart and Moray Council (IC/3/ (2005))* and the subsequent EAT Judgement, to support its argument that recognised trade unions could be legitimately viewed as representing all employees, irrespective of whether or not all employees were union members, but the Panel's view is that the basis of that decision does not apply in this case. That decision, which is not directly comparable as it related to whether three collective agreements could be construed as pre-existing agreements for the purposes of the Regulations, was made in the context of the majority of employees being members of the recognised unions. In this instance the Panel has been informed by both the Employer and the Applicant that only a minority of its workforce are in membership of its 2 recognised unions. Furthermore, it is noteworthy that the CAC decided against the Moray Council on the basis that only two of the collective agreements made provision for informing and consulting union non-members.

78. Although the Employer stated that the two Unions were committed to representing all employees, whether or not they were union members, there was no evidence presented to the Panel that this was the case. In the Panel's view Esmilda Yates's email of 30 January 2015 indicated to the contrary as it revealed that UCU saw any arrangement other that the established consultation arrangements as anti-trade union. The Employer appeared to have made no attempt to invite non-union members to put forward candidates for appointment or election nor to put across a clear message that the union representatives would also represent non-members, or to explain how that representation would take effect.

79. The Panel considered that employees were asked to ratify a course of action that the Employer saw as being its preferred outcome. The candidates were from the recognised trade unions and the wording on the ballot paper simply asked for a 'yes' or 'no' answer. No attempt was made to explain what would happen in the event of a 'no' vote. It is perhaps not surprising that there was a low turnout in the ballot, below 40%, even if the majority who did vote supported the four candidates on the ballot paper.

80. The Panel feels no need to go any further its considerations for its decision. However, it noted from the extensive submissions from both parties that there was disagreement over the interpretation of the wording of Regulation 14(2)(b) in terms of what is intended by taking part in the election or appointment of the representatives. The panel concluded that it is a narrow interpretation if it is taken to mean simply that all employees should be able to cast a vote but do not play a part in the nomination of the representatives they are voting upon. This narrow interpretation was the one adopted by the Employer whose arrangement to reach an agreement limited the nominations to just representatives from the two recognised trade unions, even though the subsequent ballot was open to everyone. The choice was thus constrained by this interpretation and there were no discussions with representatives across the workforce in terms of seeking nominations which would follow from a wider interpretation of regulation 14(2)(b).

81. It was the view of the Panel that the Employer had fallen short of good industrial relations practice both in terms of its arrangements for appointing representations and the subsequent ballot. It was an extremely short time scale from the announcement of the ballot to its closure and it lacked confidentiality as the HR Department, in monitoring that there was no repeat voting, had access to how an individual employee voted.

82. For the reasons provided in the above paragraphs, the Panel is accordingly not persuaded that the Employer has complied with the requirements of regulation 14(2). In relation to regulation 14(2)(a), the Panel is not satisfied that there was a process by which all employees would be represented by one or more representatives. In relation to 14(2)(b), the Panel is not satisfied that the Employer has met the requirement that all the employees "must be entitled to take part in the election or appointment of representatives". It was unacceptable to expect employees to vote yes or no to four candidates that resulted from the arrangements

agreed between the Employer and the two recognised unions without the Employer putting in place arrangements which allowed for alternative candidates to be put forward.

The Panel's decision

83. The Panel finds Ms Morrissey's complaint well-founded. Under regulation 15(2) the Employer is now required to arrange for the process of election or appointment of negotiating representatives, in accordance with regulation 14, to take place by 30 November 2015.

Panel

Professor Lynette Harris - Chairman of the Panel
Mr Len Aspell
Mr Bob Pukiss MBE

3 August 2015

APPENDIX 1

List of supporting material for the Applicant – A1

Item	Document	Date
1	Directive 2002/14/EC of the European Parliament of the Council of 11 March 2002	
2	Extract of TULR consolidations Act 1992	
3	Annual General Meeting Minutes for University of London	4 December 2014
4	E-mail from Esmilda Yates to UCU members	29 January 2015
5	E-mail from Esmilda Yates to all staff	30 January 2015
6	The information and consultation of employees Regulations 2004	

List of supporting material for the Employer – E1

Item	Document	Date of document
1	Witness statement of Mr K Frost Director of HR	26 June 2015
2	Formal request letter and cover e-mail from Ms Morrissey to Mr Frost	5 November 2014
3	E-mail from Ms Morrissey to Mr Frost - notification of request to CAC	11 November 2014
4	E-mail from Ms Audio to CAC attaching list of employees and headcount	19 November 2014
5	Letter from CAC to Ms Gaudio triggering statutory process	Dated 13 November 2014 actual date 20 November 2014
7	E-mail from Ms Morrissey to Mr Frost offer to discuss next steps	19 December 2015
8	E-mail from Ms Gaudio to Ms Morrissey – response will be issued on return to work in January	23 December 2015
9	E-mail from Ms Gaudio to Ms Morrissey declining meeting	21 January 2015
10	Intranet post from Mr Frost "Discussion to modify our current information and consultation arrangements; a vote to approve union representation	29 January 2015
11	E-mail from Ms Morrissey to Mr Frost notification of complaint made to CAC	29 January 2015
12	Ballot e-mail to employees from Mr Frost	6 February 2015
13	Ballot letter to employees from Mr Frost	30 January 2015
14	Notification of ballot result to employees from Mr Frost	2 February 2015
15	Recognition and Procedure agreement between University of London ("the central University", Unison and University and College Union (UCU)	15 August 2013
16	The information and consultation of employees Regulations 2004	
17	Information and consultation - CAC Guide for the parties	January 2012
18	The Moray Council v Stewart UKEAET/0143/06/LA[2006]ICR1253	

APPENDIX 2

ATTENDEES

Attendees for the Applicant's side

Catherine Morrissey	-	IWGB University of London Branch Secretary
Jason Moyer-Lee	-	IWGB President
Maritza Castillo Calle	-	IWGB University of London Branch Vice-Chair
Nancy Mukoro	-	IWGB University of London Branch Senior Case Worker
Sarah Fraser Butlin	-	Counsel
Jason Galbraith Marten QC		

Attendees for the Employer's side

Kim Frost	-	Director of HR
Michelina Gaudio	-	Head of HR, Corporate Services
David Reade QC		