EMPLOYMENT TRIBUNALS

Between:

Claimant: **GMB Trade Union**

Respondent: **CNH2016 Limited (in liquidation)**

Heard at London South Employment Tribunal on 17 October 2018

REASONS

1 At the conclusion of the hearing the judgment and reasons for it were given by the Tribunal orally. These written reasons have been prepared at the request of the Respondent which had not presented a response to the claim and was not represented at the hearing.

2 The claim by the Claimant was for a protective award under section 189 of the Trade Union & Labour Relations (Consolidation) Act 1992 on the basis that it was a recognised independent union and that there had been a failure by the Respondent to consult with it as required by section 188 of the 1992 Act.

3 I was provided with a witness statement by Declan MacIntyre, GMB Organiser Southern Region, and a bundle of documents of about 150 pages. I only considered those documents to which my attention was drawn. I found the material facts to be as below.

4 There was a formal recognition agreement between the GMB union and Airsprung Furniture Limited ('Airsprung') dated 11 September 2013. That was entered into at a time when the Respondent was a wholly owned subsidiary of Airsprung. During the period of the ownership of the Respondent by Airsprung the recognition agreement was treated as extending to the Respondent.

5 In August 2016 the share capital in the Respondent was sold to what was referred to before me as 'Wessex Bristol'. Mr MacIntyre was consulted about the change of ownership. Thereafter he was consulted about proposed changes to the terms of employment of members of staff. The Respondent also paid for a member of its staff to undertake training provided by the GMB union to assist that member of staff in supporting members.

6 There is no definition of what is necessary for a union to be 'recognised' for the purposes of the 1992 Act of which I am aware. I concluded from the

evidence before me that the Claimant was a union recognised by the Respondent.

7 I was provided with a schedule of employees made redundant by the Respondent from 12 May 2017 until 20 October 2017. Twenty of those employees were dismissed between 12 May and 21 July 2017. That is within a period of 90 days. The claim form was presented on 10 August 2017 before any further dismissals were effected.

8 I found that there had not been any consultation with the Claimant. I concluded that the making of a protective award was appropriate and that in the absence of any mitigating factors having been shown the award should be of 90 days' pay.

Employment Judge Baron

14 November 2018