

D/16-17/25-26

**Decision of the Certification Officer on an application made
under Section 108A of the Trade Union and Labour Relations
(Consolidation) Act 1992**

Alsaid (Applicant)

and

Unite the Union (Respondent)

Date of Decision

18 March 2026

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Decision

1. Upon application by Mr Ahmad Alsaïd (“the Applicant”) under section 108A(1) of the Trade Union and Labour Relations (Consolidation) Act 1992 (“the 1992 Act”) I make the following declaration:

I do not uphold the Applicants’ application for the declaration sought in Complaint 1 for the reasons given in paragraphs 17.1 to 17.1.4.

I do not uphold the Applicants’ application for the declaration sought in Complaint 2 for the reasons given in paragraphs 17.2 to 17.2.3.

Background

2. The Applicant is a member of UNITE the Union (“UNITE” or “the Respondent”). By application under section 108A of the Trade Union and Labour Relations (Consolidation) Act 1992, submitted on 29 November 2024,
3. The Applicant’s application was acknowledged by my office on 4 December 2024.
4. The Respondent was notified of the Applicants application by my office on 13 December 2024 and the Respondent duly acknowledged their receipt on 20 December 2024.
5. The Applicant confirmed his complaints as follows:

Complaint 1

That the union have breached rule 6.5.4 of the EC guidance on implementation of rule as Mr Alsaïd was not notified or invited to participate in the 2025 branch elections.

Complaint 2

That the union breached rule 6.5.4 and rule 18.3 of the EC guidance on implementation of rule as an election of the Convenor position is not known to have been held since at least 2014.

6. A Case Management Meeting (CMM) took place by Video Conference on 4 February 2026. The CMM was attended by the Applicant and Mr Neil Gillam for the Union. At the CMM, the format of the hearing was agreed.
7. A hearing took place by Video Conference on 18 February 2026. The Applicant represented himself. He also submitted a skeleton argument which he had prepared himself. The Union was represented by Mr Michael Potter of Counsel. The Union submitted a skeleton argument prepared by Mr Potter.
8. The Applicant submitted a witness statement and gave oral evidence.
9. The Respondent submitted witness statements from Mr David Elson, Convenor at the Rolls Royce factory at Greenwood; and Mr Scott Kemp, Deputy Regional Secretary, South-East Region.
10. There was documentary evidence contained in a bundle consisting of 211 pages.
11. The Applicant's application concern matters relating to branch elections of UNITE (the Respondent) at the Rolls Royce factory in Goodwood.
12. The Applicant commenced his employment at Rolls Royce in December 2011 and was a member of the Respondent union from April 2014 until October 2024 but with union entitlements until 2 February 2025.
13. Elections for branch officers of UNITE are held triennially as required by Rule 18 of the Union Rulebook. Such elections for branch officers of UNITE at the Goodwood factory were recently held in 2025.
14. A pre-existing Recognition and Procedures agreement with the Respondent union is in place (updated in 2022) and applicable to the Goodwood factory.

15. The Applicant alleges breaches of rule 6.5.4 of the Respondent's Executive Council guidance on the implementation of rule as he asserts that he was not notified or invited to participate in the 2025 elections and that a convenor has not been elected since 2014.

16. Accordingly, I must decide whether:

16.1. In 2025, did the Respondent union adequately notify members of the impending election to comply with the Union Rulebook and guidance; and in particular, Rule 18 'workforce representatives' and Executive Council Guidance Rule 6.5.4 which states: "Prior to any election, the members in the workplace should be informed of the pending election and invited to volunteer for election or nominate a colleague for election. The precise mechanics of informing the members on the Revised EC Guidance on Rule 6 – December 2024 10 workplace, and dealing with nominations and the election, may vary from workplace to workplace, but in any such case will be a fair procedure. In the event of dispute, the appropriate Regional Officer should be contacted and the Regional Secretary should be informed".

And,

16.2 From 2014, was the Convenor elected in accordance with the provisions of the relevant union rule and guidance and applicable union agreements, and in particular Rule 18 'workforce representatives' and Rule 5.4.2 of the Recognition agreement.

The Relevant Statutory Provisions

17. The provisions of the 1992 Act which are relevant for the purposes of this application are as follows:

108A Right to apply to Certification Officer

(1) A person who claims that there has been a breach or threatened breach of the Rules of a trade union relating to any of the matters mentioned in

subsection (2) may apply to the Certification Officer for a declaration to that effect, subject to subsections (3) to (7).

(2) The matters are –

- (a) the appointment or election of a person to, or the removal of a person from, any office;
- (b) disciplinary proceedings by the union (including expulsion);
- (c) the balloting of members on any issue other than industrial action;
- (d) the constitution or proceedings of any executive committee or of any decision-making meeting;
- (e) such other matters as may be specified in an order made by the Secretary of State.

The Relevant Rules of the Union

18. The Rules of the Union which are relevant for the purposes of this application are:

EC Guidance on the implementation of rule revised following the 3rd Rules Conference

6.5.4 Prior to any election, the members in the workplace should be informed of the pending election and invited to volunteer for election or nominate a colleague for election. The precise mechanics of informing the members on the workplace, and dealing with nominations and the election, may vary from workplace to workplace, but any such case will be a fair procedure. In the event of dispute the Regional Officer should be contacted and the Regional Secretary should be informed.

18.3 The method of election shall be by such means as authorised by relevant guidance which shall be issued by the Executive Council from time to time.

Findings of Fact

19. The branch elections at the Rolls Royce Goodwood factory were held in February 2025. In fact, the ballot took place on the **27 February 2025** and the results were announced on the **3 March 2025**.

20. Subsequently, the Convenor election took place on the 6 March 2025. Rule 5.4.2 of the Recognition agreement provides:

‘The Union Representatives will elect from amongst themselves a Convenor and Deputy Convenor. The Company will recognise the Convenor as the Union’s Joint Secretary to the Company Council.’

Accordingly, Mr Elston was elected as Convenor for a further term.

21. The Applicant had been eligible to vote in the 2016, 2019 and 2022 branch elections at the Rolls Royce Goodwood factory.

22. The Applicant ceased to be a member of the Respondent union on **2 February 2025** and was consequently ineligible to vote in the 2025 branch elections at the Rolls Royce Goodwood factory.

Reasons

23. The parties remind me that it is well-established that not all the rules of a union are written down. Therefore, the correct approach to the construction of trade union rules is to give effect to the intention of the parties as expressed in their contract. I must therefore adopt that interpretation which appears most reasonable in the circumstances. To that end, trade union rules, as Harman J. guided: "... one must not look at them with the eye accustomed to Income Tax Acts and strict settlements; one must construe them in a more benign and loose way of reading" (Hamlet v General Municipal Boilermakers and Allied Trades Union [1986] IRLR 293).

24. Consequently, my predecessor Certification Officer (David Cockburn CBE), helpfully summarised it in (Lee and the Union of Schoolmasters/Union of Women Teachers (No 2) (D/8–19/2006)) as: "... the rules of a trade union are not to be construed literally or like a statute, but so as to give them a reasonable interpretation which accords with what in the court's view they must have been intended to mean, bearing in mind their authorship, their purpose, and the readership to which they are addressed".
25. In fact, Eady P clarified the approach in Embery v Fire Brigades Union [2023] EAT 134, aptly summarising that: "The rules of a trade union should thus be given an interpretation which accords with what the reasonable trade union member would understand the words to mean; a court should be slow to adopt a construction which, on the face of it, is contrary to what both the members and common sense would have expected".
26. Evidently, it is for me to construe them so as to give a reasonable interpretation which accords with what in our opinion must have been intended (cf. British Actors' Equity Association v Goring [1978] ICR 791 HL).
27. Accordingly, I shall now determine each complaint in turn:

Complaint 1

That the union have breached rule 6.5.4 of the EC guidance on implementation of rule as Mr Alsaid was not notified or invited to participate in the 2025 branch elections.

27.1 This complaint is NOT upheld.

27.1.1 The Applicant contends that the Respondent failed to conduct workplace representative and convenor elections in accordance with its own rules, in particular Rule 18, and failed to properly notify its members, including him, of such elections. Notably, he asserts that the Respondent has failed to provide transparent and verifiable evidence of any valid election process and has relied instead on photographic evidence that does not demonstrate meaningful member access or participation. The Applicant opines that members were not directly informed of any elections and moreover, that the 3

mechanisms used by the Respondent union for notification of branch elections are fallible. Namely, the Applicant asserts that: (i) the cascade of corporate communications, does not take place and in the event that they did, he may have been absent from work when they took place and/or could not read them, as they were not in a format for him to access and/or read; (ii) the headline communications' display monitors on the factory site, do not show union information only corporate messaging; and, (iii) the union noticeboards, which the Respondent union avers are located in the areas where the Applicant works, do not exist.

27.1.1 The Respondent submits that the Applicant was informed that he could participate in workplace elections as he received the notice for all of the workplace elections in his Plant (ie factory) cascaded corporate communications, including messaging being communicated by supervisors at daily team briefings at the start of each shift; messaging via internal monitor (television) sets placed across the factory at rest areas; and, union information posted on union notice boards throughout the factory.

27.1.2 Applying Kelly v Musicians' Union [2020] EWCA Civ 736 a trade union's rulebook is in law a contract between all its members. As such, it must be interpreted in accordance with the principles which apply generally to the interpretation of contracts (Heatons Transport (St Helens) Ltd v Transport General Workers Union [1972] ICR 308). It is also important to recall that what falls to be construed in this context is in substance the constitution of a trade union. Therefore, a branch election process is a matter for the Respondent union's Rulebook. Accordingly, every voter should be given a fair opportunity of voting; voting by ballot or show of hands, at the branch, the workplace or by post, or electronically. To that end, the Respondent union must show that it made efforts to provide a fair procedure for its branch elections; that is, it adequately notified its membership of the pending election; invited nominations for those elections; and, in all the circumstances, enabled an open and free ballot; and, declared the results of those elections.

27.1.3 From the evidence before me, corporate communications evidence the announcement of the 2025 branch elections on 8 January 2025; a ballot

notification inviting nominations on 6 February 2025; a listing of candidates following nominations received on 26 February 2025; the opening of the ballot on 27 February 2025; and, the branch election results were declared on 3 March 2025. Such evidence demonstrates adequate notification and compliance with the Respondent union's Rulebook. Evidently, reasonable steps were taken by the Respondent union and the requirements of its Rule 6.5.4 are met. Therefore, I do not accept, on the documentary evidence before me, that throughout the entire period of the Applicant's membership he has never been notified of any election for workplace representatives or a convenor at my workplace. The evidence before me suggests that he accepts and receives regular corporate communications from the Respondent. Furthermore, the Applicant asserts that he has never opted out of receiving union communications. That is correct, he has not. Though, on the basis of documentary evidence before me, the Applicant only permitted the Respondent union to communicate with him via post. Yet, he received communications from his employer, through whom his union cascaded messaging, through corporate communications, daily team briefings and messaging monitors across the factory. Therefore, the Applicant did receive notification of elections. Moreover, he has been represented by his union and therefore, also clearly knew who his workplace representatives and convenor were.

27.1.4 For completeness, I do not accept that where the Applicant works (i.e., the leather shop – known as CRT82 - at the Goodwood factory) that no union notice board is located in CRT82 or anywhere within the vicinity of the leather shop where he works. In fact, to the contrary, it is clear from the photographic evidence before me that at least 2 union noticeboards were located near and/or above the leather shop where he works and moreover, that for him to go to the toilet and/or the rest room for breaks, he would pass them. For him to allege that these photographs of his workplace were fabricated for the purposes of this hearing was not credible and on the balance of probabilities, highly improbable and in fact, was misconceived and entirely without foundation. For these reasons, this complaint is not upheld.

Complaint 2

That the union breached rule 6.5.4 and rule 18.3 of the EC guidance on implementation of rule as an election of the Convenor position is not known to have been held since at least 2014.

27.2 This complaint is NOT upheld.

27.2.1 The Applicant contends that the relevant Recognition Agreement (2022) allows the employer to object to the appointment of the Convenor, placing the role under employer influence. Also, the Applicant opines that the Recognition Agreement introduces a Deputy Convenor role which is not provided for in the Respondent's Rulebook and is not directly elected by workers, constituting a breach of union rules.

27.2.2 The Respondent submits that the Convenor and Deputy Convenor positions were elected by the newly elected committee, as an 'electoral college'; a process in accordance with paragraph 5.4.2 of the Recognition Agreement; and, accords with longstanding practice at Rolls Royce. Moreover, as Mr Kemp, the Deputy Regional Secretary for the Respondent union in its South East Region, and, a former office previously responsible for the Rolls Royce factory from 2020-2025, and in that capacity had been part of the negotiating team for the recognition agreement in 2022, explained in his evidence before me that the Recognition Agreement (Clause 5.4.2) was in compliance with the Respondent Unions Executive Committee Guidance on Workplace Representatives.

27.2.3 Applying the Recognition Agreement and the Respondent's requisite Executive Committee Guidance, the Convenor can be elected by a committee of workplace representatives, 'elected from amongst themselves', as happened. Therefore, as a minuted meeting held on 6 March 2025 affirms, such a process was adopted and a convenor and deputy convenor were duly elected, pursuant to the Respondent union's Rulebook and Recognition Agreement. For these reasons, this complaint is not upheld.

Remedy

28. Given my reasons above, I do not need to address remedy.

Conclusion

29. In conclusion, it seems to me that from the evidence heard, that the Applicant had previously had an amicable and constructive relationship with the Respondent union's officers and workplace representatives at the Goodwood factory until he received disappointing news that the Respondent Union would not be supporting his intended claim before the Employment Tribunal. From thereon in, their relationship soured causing these proceedings to me initiated.

30. For these reasons given above, the Applicant's complaints are dismissed.

S T Hardy

STEPHEN HARDY

The Certification Officer