



Welcome to this edition of the "Working with Unions" bulletin designed to keep you updated with key cases and legal developments affecting trade unions and employee representative bodies. This bulletin covers the period of April to September 2022 and includes: (i) the decision of the Employment Appeal Tribunal in *INEOS Infrastructure Grangemouth Limited v Jones & Others and INEOS Chemicals Grangemouth Limited v Arnott & Others*, clarifying the scope of the unlawful inducements in collective bargaining provisions under section 145B of the Trade Unions and Labour Relations (Consolidation) Act (TULRCA) following last year's Supreme Court decision of *Kostal v Dunkley*, and (ii) the Court of Appeal's decision in *USDAW and others v Tesco Stores Ltd* which reversed the High Court's decision to grant an injunction preventing the employer from dismissal and re-engagement. We hope you find the bulletin useful.

We are also pleased to share with you our collective rights placemat, which sets out the key considerations and challenges for employers that are likely to arise in the collective rights and industrial action space. If you have any questions or would like to discuss any of these issues, please contact us and we would be very happy to assist.

In the courts...

INEOS Infrastructure Grangemouth Limited v Jones & Others and INEOS Chemicals Grangemouth Limited v Arnott & Others

Legal context

Section 145B TULRCA prohibits an employer from making a direct offer to a worker who is a member of a recognized trade union where the employer's sole or main purpose in making the offer is to achieve the "prohibited result", i.e., acceptance of the offer would mean that any of the worker's terms and conditions of employment "(or any of the terms) will not or will no longer" be collectively bargained by the union. Where section 145B is breached, each affected worker can accept or reject the offer and claim a mandatory award of compensation, currently GBP 4,554, "in respect of the offer complained of".

In *Kostal v Dunkley*, the Supreme Court held that the key question is what is the result of making the offer (i.e., a test of causation)? If the collective bargaining procedure has been followed and exhausted, a subsequent offer made directly to the employees would not give rise to the prohibited result and therefore a breach of section 145B as the terms would not have been determined by collective agreement if the offers had not been made and accepted.

Background

The employer, INEOS, recognised Unite at its Grangemouth site. The collective bargaining agreement was a "simple" agreement covering collective bargaining in respect of pay, hours and holidays. It made reference to

meetings between the parties for the purposes of collective bargaining but did not stipulate any minimum or maximum number. Protracted pay negotiations commenced in 2016. In the end, the parties attended five negotiation meetings. At the last meeting, INEOS put forward a "best and final" offer of 2.8% against Unite's position that it couldn't recommend anything below 3% to its members. INEOS was disappointed with the outcome of the discussions, with one of its witnesses giving evidence that the "discussions had run its course", "there was no life left in the union negotiations", and "we had exhausted the CBA procedure". Ahead of an internal INEOS meeting, one of its executives, Mr. Currie, emailed saying "the only logical conclusion is that we have to engineer a way to get rid of Unite and replace them with a different representative body". On 5 April 2017, INEOS sent a letter ("Letter") to its employees informing them that they would implement the 2.8% pay increase and that they had served notice on Unite to terminate the collective bargaining agreements as the negotiations have been "very unsatisfactory".

The tribunal upheld the employees' claims that INEOS had acted in breach of section 145B. The tribunal's decision pre-dated the Supreme Court's decision in *Kostal v Dunkley* and the appeal was sisted until the outcome of the Supreme Court's decision.

EAT decision

The EAT upheld the tribunal's decision that INEOS had breached section 145B when it sent the Letter communicating its intention to increase pay.

Was there an offer? INEOS argued that the pay increase in the Letter did not amount to an offer. Instead, it argued that it was a unilateral promise that didn't require the employees' acceptance, which fell outside the scope of section 145B. The EAT rejected INEOS' argument. The Letter was a statement of intention to vary the employees' contractual pay, which was accepted by those employees who continued to work. The EAT considered that the tribunal's view was fortified by the express language of the Letter which stated INEOS' intention "to implement our pay increase as described in our latest offer backdated to 1 January 2017". The plain reading of the Letter is consistent with an implementation of an offer already made with the result that the employees' contractual pay would be varied.

Did the offer achieve the prohibited result? INEOS argued, among other things, that the offer did not achieve the prohibited result because at the time the offer was made, negotiations had come to an end, and therefore there was nothing impermissible in making the offer. The EAT also rejected this argument. The tribunal had concluded that "Viewed objectively, the parties were close to agreement" and "The respective positions of the two sides were sufficiently close that an observer would regard it as more, rather than less, likely that agreement would have been achieved by further collective bargaining". These findings were unchallenged by the parties and were entirely consistent with the test enunciated by the Supreme Court in *Kostal v Dunkley*. It was open for the tribunal to decide that objectively speaking, the collective bargaining negotiations had not concluded by 5 April 2017 and the offer, implicitly accepted by the employees' continuing to work when there was "no other realistic way to proceed", had the result that their contractual pay was not, or no longer, determined by collective bargaining.

What was the sole or main purpose of making the offers? INEOS argued that the purpose of making the offer was for business purposes and not to achieve the prohibited result. The tribunal had acknowledged that INEOS had engaged in meaningful consultation with Unite. However, it also found that INEOS did not want to use the arrangements it had agreed with Unite for collective bargaining, as evidenced by Mr. Currie's email and by INEOS giving notice to terminate the collective bargaining agreement. There was, therefore, ample evidence to support the tribunal's findings on this point.

Commentary

While *Kostal v Dunkley* was a welcome decision for employers in terms of potentially allowing offers to be made directly to employees, this decision shows that there is likely to be a greater degree of scrutiny by

tribunals as to whether the collective bargaining process was truly exhausted, particularly where there is no clearly defined collective bargaining process.

The EAT agreed with the claimant employees that it would be "anti-purposive" to hold that an employer could avoid its obligations under section 145B simply by stating that their offer was final.

Where possible, therefore, for reasons of certainty, we would recommend that employers seek to agree with the collective bargaining process with their recognised trade unions in writing.

USDAW and others v Tesco Stores Ltd

Legal Context

Case law has held that a term will not be implied into a contract unless:

- (i) it is objectively necessary to give business efficacy to the contract and/or can be implied on the basis of the obviousness test;
- (ii) the business efficacy test will only be satisfied if, without the term, the contract would lack commercial or practical coherence; and
- (iii) the obviousness test will only be met when the implied term is so obvious that it goes without saying.

Background

Tesco recognised Usdaw for collective bargaining purposes. Between 2007 and 2009, Tesco undertook an expansion programme, which resulted in the closure of certain distribution centres, the expansion or restructuring of certain others and the opening of new sites. As part of this exercise, and in order to incentivise staff to relocate to a new distribution centre as an alternative to redundancy, Tesco agreed arrangements for "retained pay". This is a monetary value that protects the difference in value between employees' former employment contracts and their new contracts. Tesco stated that the entitlement to retained pay would remain as long as the employees were employed in their current role, could not be negotiated away and would increase each year in line with general pay rises. In a joint statement published by Tesco and Usdaw in 2007, the retained pay was described as "guaranteed for life", and in a collective agreement finalised in 2010, it was described as being a "permanent feature" of an individual's contractual entitlement.

In 2021, Tesco offered employees a lump sum payment in return for ending the retained pay. If an employee did not agree to the change, Tesco intended to terminate their employment contract and offer re-engagement on new terms that excluded the entitlement to retained pay. Usdaw sought an injunction preventing Tesco from dismissing the employees.

The High Court granted the injunction. The court considered that, on the unusual facts of this case, it was necessary to imply a term that Tesco's right to terminate the employment contract cannot be exercised for the purpose of removing or diminishing the right of that employee to the retained pay.

Court of Appeal Decision

The Court of Appeal overturned the High Court's decision. Pre-contractual statements are relevant to contractual interpretation only if the statements clearly indicate the mutual intentions of the parties. The court found that, on the facts here, it was not the parties' mutual intention that the contracts would continue for life, or until normal retirement age, or until the closure of the site concerned. The parties also did not mutually intend to limit the circumstances in which the employer could bring the contracts to an end. There was no evidence that anyone addressed their mind to the possibility of dismissing and re-engaging the employees. The express

terms of the contracts should be given their natural and ordinary meaning so that the employer would have the right to give notice in the ordinary way and that the entitlement to retained pay would only last as long as the particular contract.

The Court of Appeal dismissed the claimants' argument that protection from dismissal should be implied into their contracts. On the facts, it was far from clear what term is to be implied, and the court was not satisfied that the test of obviousness was satisfied. If an officious bystander had asked whether the employees had the right to remain in post (unless the site closed) for the rest of their lives, the claimants and the employer would give opposing answers.

Finally, the court also held that, even if the High Court had been right to find for the employees on liability, this decision would not have justified the grant of an injunction. There is no authority for a court to grant a final injunction to prevent a private sector employer from dismissing an employee for an indefinite period. As an employee's remedy for breach of contract is invariably financial, damages would have been an adequate remedy.

Commentary

The Court of Appeal's decision is reassuring for employers. However, the case is nonetheless a reminder to employers that they should think very carefully about how they communicate any contractual changes, and in particular, not to make promises about its permanence if there is a chance that they may need more flexibility later.

Trending Topics

Changes to trade union law

On 21 July, the government implemented two significant changes to trade union law: (i) removing the prohibition on businesses using temporary workers to cover staff taking part in industrial action, and (ii) quadrupling the maximum amount of damages that a court can award against a trade union for unlawful strike action, from GBP 250,000 to GBP 1 million. These changes have been controversial and a number of unions have reportedly sought judicial review of the changes as well as report the government to the International Labour Organisation over alleged infringement of workers' right to strike. In our own practice, we have seen employers reluctant to make use of this additional flexibility pending the outcome of those challenges. In the government's mini budget on 23 September, the government announced that it was proposing to require trade unions to put pay offers to a member vote before they can take strike action, and introduce minimum service levels during industrial action in the transport sector. It will be interesting to see how these proposals develop.

In other news...

A summer of strikes sees rising interest in union membership

According to the Department for Business, Energy and Industrial Strategy (BEIS) trade union membership declined to 23.1% in 2021, a decrease from 23.7% in the previous year (2020). However, 2022 has seen an increase in union membership, with internet searches on joining unions' membership increasing sometimes by as much as 500%. The increase is likely to be driven by the growing levels of industrial action seen across the UK, including rail strikes, as well as threatened walkouts in other business sectors. The unions claim that this increase in interest is generating new members.

Source: Rail strikes: 'Mick Lynch effect' sees surge of interest in unions with Google searches rising 500%, [inews.co.uk](https://www.inews.co.uk), 23 June 2022; and Trade Union Membership, UK 1995-2021: Statistical Bulletin, Department for Business, Energy & Industrial Strategy, 25 May 2022.

Cost of living crisis sparks renewed calls for new deal for workers

As the cost of living crisis continues, the retail trade union Usdaw has called on the UK government to introduce a New Deal for Workers to assist those in low-paid insecure employment. Usdaw's proposals include a significant increase in the minimum wage for all workers, a ban on zero-hour contracts and day one employment rights for unfair dismissal and redundancy.

Paddy Lillis, Usdaw general secretary said: "Millions of low-paid workers provided essential services to help ensure the country is fed, healthy and safe through the pandemic. Usdaw members employed in supermarkets across the food and pharmaceutical supply chains and the funeral industry welcomed the key worker status, but that appears to have been forgotten as many are still struggling in low-paid insecure employment while having to cope with a cost of living crisis. There needs to be lasting and fundamental change to the way society views workers. We need a New Deal for Workers: a significant minimum wage increase, an end to insecure employment, respect for shopworkers and action to ensure that retail jobs are no longer underpaid and undervalued. Going to work should mean a decent standard of living for all workers."

Source: International Workers' Day: Usdaw renews their call for a New Deal for Workers, www.usdaw.org.uk, 1 May 2022

Unions launch campaign for higher minimum wage amid cost of living crisis

TUC launched a campaign to increase the minimum wage to GBP 15 an hour in light of increasing concerns over the cost-of-living crisis. Currently the minimum wage is GBP 9.50 for those aged 23 and over. TUC General Secretary Frances O'Grady said: "Millions of low-paid workers live wage packet to wage packet, struggling to get by - and they are now being pushed to the brink by eye-watering bills and soaring prices. Ministers promised a high wage economy time and time again, but they need a real plan to deliver it".

The TUC wishes to introduce sectoral pay bargaining, as is common in other countries such as Germany, France and Sweden, which will allow unions and business to negotiate minimum pay across entire industries. A spokesperson from the government responded saying "Our Plan for Jobs is helping people into work and giving them the skills they need to progress - the best approach to managing the cost of living in the long term. We are determined to make work pay, and this year's increase is the largest ever National Living Wage rise, helping millions of families across the country."

Source: Nexis Newsdesk™ ([lexisnexis.com](https://www.lexisnexis.com)), 24th August 2022.

Number of strike ballots increasing amid cost-of-living crisis

Frances O'Grady, the general secretary of the TUC, says there is an increasing number of strike ballots at the moment, and that while many may end in a deal, joint action can show the strength of feeling of workers and bring disputes to an end sooner. Asked about any coordinated strikes in the next six months, O'Grady said: "We don't take strike action to be ineffective. Unions are constantly discussing what is the best way, because it's in nobody's interest to have a prolonged dispute. It's better for everybody if we can show the strength of feeling and that workers are joining together. That's more likely to get the employer to the table ready to do a fair deal, whether that's the government or private sector." She further noted that it is part of TUC's core role to facilitate coordination between unions, but that there was no motion for a "general strike" on the horizon.

Source: UK workers won't be 'mugged off' with low pay any more, says Frances O'Grady | TUC | [The Guardian](https://www.theguardian.com), 07 September 2022.

TUC suggests union membership is key to higher wages

The TUC has published statistics, which reportedly show that trade union members earn 5% more than non-union members with similar characteristics. Paul Nowak, TUC deputy general secretary, urged non-unionised workplaces to join a union in order to negotiate pay rises with employers: "If you're not in a unionised workplace get together with your workmates and join a union. If there are enough of you, your employer is legally required to sit down and negotiate a fair pay rise with you. But if you're not in a union, you have little bargaining power. And you lose out – big time."

Source: Workers need stronger wage bargaining rights to tackle cost of living crisis, says TUC on International Workers Day, www.tuc.org.uk, 1 May 2022.

UK government considers changes to the Employment Relations Act 1999

Under the Employment Relations Act 1999 (ERA 1999), employees have the right to be accompanied by a trade union representative or colleague when attending grievance and disciplinary hearings. The UK government is reportedly considering amending ERA 1999 to give teachers the right to be accompanied by a representative from a body other than a union, such as an external lawyer, or a representative of another professional body, such as Edapt. These changes would increase the level of rights afforded to teachers who are not members of a union.

Source: Mr Steve Baker, Written questions, Question for Department for Education - UIN 153920, UK Parliament, Answered 25 April 2022.

TUC reacts to potential block on e-balloting

The TUC has responded to reports that the government will refuse to introduce the use of e-balloting for strike ballots. The TUC general secretary, Frances O'Grady, has commented that: "This is a feeble attempt to look tough by a government that wants to stoke a culture war against unions. It is absurd and hypocritical to stop union members from voting electronically on the key workplace issues that affect them. Online voting is just as safe as postal balloting, and it is used by many organisations - including the Conservative Party..."

The UK government has not yet published a formal response to the 2017 Report of the Independent Review of Electronic Balloting for Industrial Action, which was commissioned by the government to consider whether online voting (i.e. e-balloting) should be introduced for strike ballots. In Spring 2022, Paul Scully, previously Parliamentary Under Secretary of State at BEIS, confirmed that consultation had taken place and that the response would be issued "in due course".

Source: Trade Unions: Electronic Voting - Question for Department for Business, Energy and Industrial Strategy - UIN 150198, UK Parliament, tabled on 30 March 2022; and Blocking online balloting for strikes is "absurd" and "hypocritical", www.tuc.org.uk, 26 June 2022.

Calls for reforms to fix "broken sick pay system"

Unions and business groups have called for statutory sick pay (SSP) to be increased so that it is closer to the UK's real living wage. The Chartered Institute of Personnel and Development (CIPD), the trade body for HR Professionals, have also called for reforms to the sick pay system, having conducted research which concluded that almost 50% of the 6,000 employees it surveyed went to work despite not feeling well enough to perform their duties. Additionally, the TUC cites research, which suggests that around 19% of the average UK salary is covered by sick pay. The TUC's Head of Economics and Rights, Kate Bell, has stated that: "It's reckless and counterproductive for ministers not to have fixed our broken sick pay system."

Source: The Hot Story: Ministers urged to act over 'broken' sick pay system, Human Times UK Edition, 16 May 2022.

The right to monitor the use of artificial intelligence in the workplace?

Artificial intelligence (AI) is being increasingly used in the workplace for performance, recruitment and dismissal processes. As the use of AI grows, the TUC and Usdaw have raised concerns that its use might lead to greater inequality in the workplace.

The general secretary of the TUC, Frances O'Grady, has called for a "right to human review" for "huge decisions" made on the basis of employment software. Meanwhile, the general secretary for Usdaw, Paddy Lillis, has stated that: "We need a right to collective consultation on the introduction of technology in the workplace. We need a right to retraining, with paid time off the job, to ensure that workers can take advantage of these developments, we need significant improvements to redundancy rights, so that making redundancies is no longer the cheap and easy option and we need a right to equality impact assessments, so that all workers are given the opportunity to adapt to the changing world of work. These rights will not only benefit the workforce, they will also benefit employers and society more generally."

Source: A manifesto for addressing issues around the impact of new technology has been launched by Usdaw, www.usdaw.org.uk, 2 May 2022; and Trade union chief warns on AI workplace changes, www.bbc.com, 28 April 2022.

TUC calls on UK government to "act in good faith" over the Northern Ireland Protocol

On 16 May 2022, the (then) UK prime minister, Boris Johnson, stated that a law which would allow the UK to ignore parts of the Northern Ireland Protocol was "insurance" in case the talks with politicians in Northern Ireland failed.

The TUC general secretary, Frances O'Grady, has criticised the UK government's plans, stating that: "This is a mess of the government's own making. It says everything about ministers' warped priorities that in the middle of a cost-of-living crisis, they risk provoking a trade war which could see prices skyrocket further. Working people must not pay the price. Ministers must honour the agreement that they signed and put practical solutions ahead of ideological posturing. They need to get back around the table with the EU as soon as possible and come to an agreement that protects jobs, livelihoods and the Good Friday Agreement. And they must act in good faith to repair the UK's now-trashed reputation as a trading partner."

Source: TUC: Working people must not pay the price of government's NI protocol "mess", www.tuc.org.uk, 17 May 2022; and Boris Johnson claims planned Northern Ireland protocol law is 'insurance' in case talks fail - as it happened, www.theguardian.com, 16 May 2022.

Calls for legal limit on workplace temperatures

Temperatures reached record high over the summer, and this trend is set to continue in summers to come. The GMB union has called for a legal limit of 25 degrees Celsius for workers in the workplace. The general secretary of the TUC, Frances O'Grady, said businesses should let office staff work from home or adjust their hours to avoid rush-hour travel, while Unite said employers have "a legal and moral duty to ensure workers' health is not damaged during the current hot weather." Other suggestions from the GMB union include relaxing dress code requirements, and providing more breaks. A Health and Safety Executive spokesperson said there is no maximum workplace temperature "because every workplace is different," adding "Responsibility to make workplaces safe and healthy lies with employers. Workplace temperature is a hazard that comes with legal obligations for employers like other hazards." 53 MPs have backed a campaign for the legal upper limit of 30 degrees Celsius for most workplaces, but the government has, to date, not responded to that campaign.

Source: 'Too hot to work' law urged - BBC News, 18 July 2022; and Maximum temperature in the workplace - Early Day Motions - UK Parliament 11 July 2022

Trade unions resist plans to scrap the cap on bankers' bonuses

The cap on bankers' bonuses limited the amount bankers received in bonuses to twice their annual salary and was designed to promote stability by preventing bankers taking unnecessary risks to gain a larger bonus. However, the Truss government had argued that the cap hampers the UK's attempt to attract global banking talent and announced plans to scrap the cap on bonuses in the mini-budget on 23 September.

In a statement made prior to the formal announcement, Unite General Secretary Sharon Graham commented that "workers will be appalled and angry" and warned "Britain's economy is now dominated by rampant profiteering. Removing the cap on banker's bonuses will make that worse". TUC General Secretary Frances O'Grady also added that "the Chancellor's number one priority should be getting wages rising for everyone".

Source: Trade Unions Have Slammed Kwasi Kwarteng's Plan To End The Cap On Bankers' Bonuses | HuffPost UK Politics ([huffingtonpost.co.uk](https://www.huffpost.com)), 15 September 2022.

TUC raises concerns for worker rights amid review of retained EU law

Under the Retained EU law (Revocation and Reform) Bill, all EU derived law will be subject to an automatic sunset date of end of 2023 unless specifically preserved otherwise. In a statement announcing the Bill, the government said it was committed to keeping "high standards [of] workers' rights and the environment" and this change could even allow the UK to be "bolder and go further than the EU in these areas". However, the TUC said the new "revoke or reform" legislation was "reckless" and could open the door to the erosion of workers' rights. Frances O'Grady, the General Secretary of TUC called on the government to make clear that "not a single workplace right will disappear as a result of the bill" warning that if the bill becomes law "vital protections could disappear overnight".

Source: Fears raised over UK plans to review 'retained' EU law | Financial Times ([ft.com](https://www.ft.com)), 22 September 2022.

Unions demand 'cast iron assurance' of no more cuts to services

Trade unions are demanding a "cast iron assurance" that there will be no further cuts to public services following warning from the Treasury that there would be no extra cash to compensate for soaring inflation and (then) Prime Minister Liz Truss' indication that Whitehall departments would need to find efficiency savings.

A letter to the (then) Prime Minister and Chancellor signed by 18 unions, warns that public sector staff had seen their living standards "decimated" by pay cuts and freezes and that further reductions would be "an act of national vandalism and a huge betrayal of the British people." The letter urges Ms Truss to honour a pledge during the Conservative leadership campaign that there would be no further cuts to spending.

Unison General Secretary Christina McAnea said that suggestions that benefits won't rise with soaring inflation and that beleaguered public services are to be squeezed is a "terrifying prospect" and "essential services need support and investment so they can hold on to experienced staff and deliver for the public, not cuts that will harm communities irreparably."

Source: Unions demand 'cast iron guarantee' of no more cuts to services | Evening Standard, 29 September 2022.

CAC cases at a glance

Trade Union Recognition Decisions

Community

Parties	Application	Date	Status
Community & Express Reinforcements Limited (2)	Trade Union Recognition	20 May 2022	Recognition granted following ballot

GMB

Parties	Application	Date	Status
GMB & The Active Care Group (1)	Trade Union Recognition	20 May 2022	Application withdrawn
GMB & SGL Carbon Fibres Limited	Trade Union Recognition	24 May 2022	Recognition granted following ballot
GMB & Farmhouse Fare Ltd	Trade Union Recognition	20 June 2022	Application in progress
GMB & The Noble Collection UK Ltd	Trade Union Recognition	24 August 2022	Application accepted
GMB & Compass Group UK and Ireland Ltd operating as Medirest Northwick Park NHS Trust	Trade Union Recognition	16 September 2022	Application accepted

GMB Scotland

Parties	Application	Date	Status
GMB Scotland & The Active Care Group	Trade Union Recognition	18 August 2022	Application accepted

GMB & Unite the Union

Parties	Application	Date	Status
GMB, Unite the Union & Harland & Wolff	Trade Union Recognition	6 May 2022	Application withdrawn

IWGB

Parties	Application	Date	Status
IWGB & RSA (The Royal Society for the Encouragement of the Arts, Manufacturers and Commerce)	Trade Union Recognition	30 June 2022	Application accepted

NASUWT & NEU

Parties	Application	Date	Status
NASUWT, NEU & St Christopher School	Trade Union Recognition	16 May 2022	Application withdrawn
NEU, NASUWT & The Hawthorns Educational Trust Ltd	Trade Union Recognition	20 May 2022	Recognition granted following ballot
NEU, NASUWT & The Prior's Field School Trust	Method of Collective Bargaining Decision	24 August 2022	Method of collective bargaining agreed
NEU, NASUWT & Frensham Heights Educational Trust Limited	Trade Union Recognition	09 September 2022	Application in progress

PCS

Parties	Application	Date	Status
PCS Union & Mitie Group PLC	Trade Union Recognition	05 August 2022	Application accepted

Prospect

Parties	Application	Date	Status
Prospect & AirTanker	Trade Union Recognition	22 April 2022	Method for conducting collective bargaining agreed

RMT

Parties	Application	Date	Status
RMT & Mitie	Trade Union Recognition	24 May 2022	Application in progress
RMT & Hitachi Rail Europe Ltd (1)	Trade Union Recognition	31 May 2022	Application withdrawn

Parties	Application	Date	Status
RMT & Hitachi Rail Europe Ltd (2)	Trade Union Recognition	31 May 2022	Application withdrawn
RMT & Carlisle Support Services (3)	Trade Union Recognition	1 June 2022	Application in progress
RMT & Royal National Lifeboat Institution	Trade Union Recognition	10 June 2022	Application withdrawn
RMT & Isles of Scilly Shipping (Guernsey) Ltd	Trade Union Recognition	08 September 2022	Application accepted
RMT & First Transpennine Express Limited (Transpennine Express) (1)	Trade Union Recognition	12 September 2022	Application rejected
RMT & First Transpennine Express Limited (Transpennine Express) (2)	Trade Union Recognition	15 September 2022	Application in progress

TSSA

Parties	Application	Date	Status
TSSA & First Transpennine Express Limited	Trade Union Recognition	12 September 2022	Application rejected

UCU

Parties	Application	Date	Status
UCU & University of Brighton	Trade Union Recognition	13 July 2022	Recognition granted without a ballot

Unison

Parties	Application	Date	Status
Unison & Park Homes (UK) Ltd	Trade Union Recognition	11 April 2022	Application rejected

Unite the Union

Parties	Application	Date	Status
Unite the Union & TAQA Bratani Ltd	Trade Union Recognition	12 April 2022	Application withdrawn
Unite the Union & Kingdom Services Group Ltd	Method of Collective Bargaining Decision	20 April 2022	Panel determined the specified method for conducting collective bargaining
Unite the Union & John Jempson & Sons Ltd	Trade Union Recognition	29 April 2022	Recognition granted without a ballot
Unite the Union & Kier Highways Limited	Trade Union Recognition	4 May 2022	Application withdrawn
Unite the Union & Financial Conduct Authority	Trade Union Recognition	9 May 2022	Application rejected
Unite the Union & Enfinium Ferrybridge 1 Ltd	Trade Union Recognition	10 May 2022	Application withdrawn
Unite the Union & Merlin Attractions Operations Ltd	Trade Union Recognition	17 May 2022	Application in progress
Unite the Union & (Cambus) - Stagecoach East	Trade Union Recognition	23 May 2022	Recognition granted without a ballot
Unite the Union & Marlow Foods Limited (t/a Quorn Foods)	Bargaining Unit Decision	8 June 2022	Panel decided appropriate bargaining unit in favour of union
Unite the Union & Serco Ltd (3)	Trade Union Recognition	10 June 2022	Recognition granted without a ballot
Unite the Union & Serco Ltd (2)	Trade Union Recognition	1 July 2022	Recognition granted without a ballot
Unite the Union & Kingdom Services Group Ltd	Trade Union Recognition	17 August 2021	Application accepted

United Voices of the World

Parties	Application	Date	Status
United Voices of the World & Endersham Limited	Trade Union Recognition	10 June 2022	Recognition granted without a ballot

Parties	Application	Date	Status
United Voices of the World & ICTS (UK) Limited	Trade Union Recognition	29 June 2022	Application withdrawn
United Voices of the World and Places for people Leisure Management Ltd	Trade Union Recognition	23 August 2022	Recognition granted without a ballot

URTU

Parties	Application	Date	Status
URTU & Brenntag UK Limited	Trade Union Recognition	08 August 2022	Application accepted

Disclosure of Information

GMB

Parties	Application	Date	Status
GMB & Epsotech UK Ltd	Complaint	22 August 2022	Complaint in progress

RMT

Parties	Application	Date	Status
RMT & East Midlands Railway (1)	Complaint	21 September 2022	Complaint withdrawn
RMT & Avanti West Coast (1)	Complaint	23 September 2022	Complaint withdrawn
RMT & Cross Country Railways (1)	Complaint	23 September 2022	Complaint withdrawn
RMT & Greater Anglia (1)	Complaint	23 September 2022	Complaint withdrawn
RMT & Greater Western Railway Ltd (1)	Complaint	23 September 2022	Complaint withdrawn
RMT & Northern Trains Ltd (1)	Complaint	23 September 2022	Complaint withdrawn
RMT & Southeastern Trains Ltd (1)	Complaint	23 September 2022	Complaint withdrawn
RMT & First MTR South Western Trains Ltd (South Western Railway) (1)	Complaint	23 September 2022	Complaint withdrawn

Parties	Application	Date	Status
RMT & Chiltern Railways (1)	Complaint	23 September 2022	Complaint withdrawn
RMT & First Transpennine Express (1)	Complaint	23 September 2022	Complaint withdrawn
RMT & c2c	Complaint	23 September 2022	Complaint in progress
RMT & Govia Thameslink Railways	Complaint	23 September 2022	Complaint in progress
RMT & London North Eastern Railway	Complaint	23 September 2022	Complaint in progress
RMT & West Midlands Trains	Complaint	23 September 2022	Complaint in progress
RMT & Avanti West Coast (2)	Complaint	23 September 2022	Complaint in progress
RMT & Cross Country Railways (2)		23 September 2022	Complaint in progress
RMT & Chiltern Railways (2)		23 September 2022	Complaint in progress
RMT & Greater Anglia (2)		23 September 2022	Complaint in progress
RMT & East Midlands Railway (2)		23 September 2022	Complaint in progress
RMT & Greater Western Railway Ltd (2)		23 September 2022	Complaint in progress
RMT & First MTR South Western Trains Ltd (South Western Railway) (2)		23 September 2022	Complaint in progress
RMT & Northern Trains Ltd (2)		23 September 2022	Complaint in progress
RMT & Southeastern Trains Ltd (2)		23 September 2022	Complaint in progress
RMT & First Transpennine Express (2)		23 September 2022	Complaint in progress

Unite the Union

Parties	Application	Date	Status
Unite the Union & Fujitsu Services Ltd	Failure to provide information for collective bargaining purposes	6 July 2022	Panel decided in favour of the union that the non-disclosure of information does impede the union in carrying out of collective bargaining

European Works Councils

HSBC EWC

Parties	Application	Date	Status
HSBC EWC & HSBC Continental Europe (2)	Complaint	30 June 2022	Complaint withdrawn

Contacts

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