

**CENTRAL ARBITRATION COMMITTEE**  
**TRADE UNION AND LABOUR RELATIONS (CONSOLIDATION) ACT 1992**  
**SCHEDULE A1 - COLLECTIVE BARGAINING: RECOGNITION**  
**DETERMINATION OF THE BARGAINING UNIT**

**The Parties:**

Prospect (ALAE)

and

Virgin Atlantic Airways Ltd

**Introduction**

1. The Association of Licensed Aircraft Engineers (1981) submitted an application received on 28 September 2009 by the CAC that it should be recognised for collective bargaining purposes by Virgin Atlantic Airways Ltd (the Employer) for a bargaining unit comprising of “All the Line & Hanger Based Engineering Staff at London Heathrow & London Gatwick Airports”. This bargaining unit was subsequently clarified as comprising maintenance supervisors, certifying engineers and technicians based at London Heathrow and London Gatwick airports. The CAC gave both parties notice of receipt of the application on 28 September 2009. The Employer submitted a response to the CAC on 12 October 2009 which was duly copied to the Union.

2. In accordance with section 263 of the Trade Union and Labour Relations (Consolidation) Act 1992 (the Act), the CAC Chairman established a Panel to deal with the case. The Panel was chaired by Professor Linda Dickens, Deputy Chairman of the CAC, and included, as Members, Mr Peter Martin and Mr Malcolm Wing. The Case Manager appointed to support the Panel was Nigel Cookson.

3. By a decision dated 13 November 2009 the Panel accepted the Union’s application. On 20 November 2009 the Union informed the Employer and the CAC that a transfer of

engagements from the ALAE to Prospect had taken place on 16 November 2009. Henceforth it would be known as “*ALAE, a branch of Prospect*” and would continue as an autonomous branch within Prospect and operate under Prospect’s certificate of independence.

4. By a letter dated 8 December 2009, the Employer submitted that Prospect could not carry on the claim for statutory recognition previously lodged by the ALAE and accordingly the CAC had no jurisdiction to continue to deal with the application.

5. A hearing to determine the matter of jurisdiction was held on 13 January 2010. In a decision promulgated on 26 January 2010 the Panel decided that the application did not automatically lapse following the transfer of engagements to Prospect (ALAE) and the CAC could proceed with the application. The parties were informed accordingly.

6. As the parties were unable to agree the appropriate bargaining unit they were invited to supply the Panel with, and to exchange, written submissions ahead of a hearing to determine the matter. A hearing was held in London on 10 March 2010 and the names of those who attended the hearing are appended to this decision. Some additional and updated charts were tabled by the Employer at the hearing and accepted by the Panel with the agreement of the Union. In accordance with paragraph 19 of Schedule A1 to the Act (the Schedule) the Panel’s task was to determine first whether the Union’s proposed bargaining unit was appropriate and then, if it was found not to be so, to determine another bargaining unit that was appropriate.

### **Summary of the submission made by the Union**

7. The Union’s central contention was that its proposed bargaining unit was an appropriate bargaining unit wholly compatible with effective management and would pose no significant managerial or operational problems.

8. The Panel was referred to the matter of *R (on the application of Kwik-Fit (GB) Ltd) v. Central Arbitration Committee [2002] IRLR 395 CA* wherein the Court of Appeal set out the approach that the CAC should take in deciding the appropriate bargaining unit. It held that it was not the task of the CAC to determine the optimum or best bargaining unit. Simply, the CAC had to decide whether the Union’s proposed bargaining unit was appropriate and if so,

go no further. There may indeed be other appropriate bargaining unit but this was not the point in debate. It was right to take the Employer's views into account in arriving at a decision but the fundamental approach outlined should be the one adopted.

9. The Virgin Atlantic Engineering Division ("the Division") fell into two distinct groups: the first comprised the Production Group of workers (often referred to as the Aircraft Maintenance Group) who worked directly on aircraft, either on line (i.e. on the airport tarmac) or in the hangar. They were engineers and technicians who ensured the airworthiness of the planes. It was the Production Group that formed the Union's proposed bargaining unit. The second was the Technical Support Group which provided functions such as stores provisions, data records, maintenance planning.

10. The Union's proposed bargaining unit was wholly compatible with effective management as it reflected and was consistent with the Employer's current managerial and supervisory structure. In particular, whilst the Engineering Division had an overall Director, the managerial structure under that overall Director reflected the two groups of workers described above, with a General Manager Aircraft Maintenance, managerially responsible for the Production Group and a General Manager Continuing Airworthiness, responsible for the Technical Support Group. Its proposed bargaining unit, the Union argued, would not disturb the existing structure and so would not impinge on the Employer's efficiency.

11. The workers in the Production Group had a clear occupational identity. They had common job functions, did similar jobs, had common terms and conditions related to their grades, and all worked shifts. The Group had a clear boundary and was self-contained. There was no inter-changeability of workers in the Production Group with other parts of the Division or the company more generally. Rather, as a skilled and licensed group of workers they consistently worked on the planes on the tarmac or in the hangar to ensure the planes were airworthy.

12. In addition to being occupationally distinct and clearly defined the Production Group was also geographically compact and specifically identifiable. All the workers in the proposed bargaining unit were based at Gatwick and Heathrow airports. The Employer only operated from Gatwick and Heathrow and thus there were no similar workers at other locations operated by the company. By comparison, most of the Technical Support Group

workers were based at a different site.

13. The Union stated that its proposed bargaining unit avoided any possibility of creating undesirable small fragmented bargaining units within the Employer's undertaking. The proposed bargaining unit had a clear and distinct occupational boundary which was substantial in size and amounted to approximately half of the total number of workers in the Division. There was no risk of proliferation as the proposed unit covered all Production Group workers employed at its only sites i.e. Gatwick and Heathrow. There were no similar workers employed elsewhere. The Union reminded the Panel that the issue of fragmentation was considered in *R (on the application of the Cable and Wireless Services UK Ltd [2008] IRLR 425*. At paragraph 17 of the judgment emphasis was placed on the consideration of identifiable boundaries attached to the proposed bargaining unit. Whilst it was the case that a separate and distinct Technical Support Group would continue to exist outside the Union's proposed bargaining group, it was a clearly defined separate group of workers in its own right, directly managed by a different manager and carrying out different functions to that of the Production Group. Furthermore, the numbers of workers in the Technical Group was comparable to that of the Production Group. It would be unaffected by the recognition of the Union's proposed bargaining unit.

14. The Union also drew attention to the fact that the Employer already has established recognised collective bargaining on behalf of other groups of workers: UNITE was recognised in respect of cabin crew, and BALPA in respect of pilots. These were not separate divisions but there did not appear to have been any operational difficulties flowing from such arrangements for these groups, which had been in place for some years. The Union submitted that, similarly, no operational, managerial or employment relations disadvantages would be created by the establishment of the proposed bargaining unit on behalf of the Production Group.

15. The Union was aware and that the Employer had an established company-wide consultative committee known as the Staff Forum which met on a quarterly basis to facilitate communication and consultation with all workers on company-wide issues. Any concerns that the proposed bargaining unit would detrimentally affect or was incompatible with such consultative arrangements was misplaced and misconceived. In particular, the consultative arrangements for cabin crew and flight deck staff appeared to successfully co-exist with the

recognised bargaining arrangements on behalf of cabin staff and pilots.

16. The role of the Forum was one of information and consultation which was distinct from the role of negotiations on behalf of the proposed bargaining unit. In a modern industrial context it was not uncommon for companies to have consultative arrangements which operated alongside recognised bargaining arrangements with particular groups of workers. There was no objective reason why the two should not co-exist and, indeed, compliment each other. The Union recognised that each application must be decided on its own facts but referred the Panel to the recent case of *Unite the Union and Sports Direct International plc TUR1/619/[2008]* in which similar issues were considered.

17. The Union was aware that the Employer did not consider the proposed bargaining unit appropriate and that it would contend that the appropriate unit would comprise all UK based staff in the Engineering Division as a whole, excluding senior management. However, the Employer's objections to the proposed bargaining unit and its alternative suggestion did not establish that the Union's proposal was inappropriate for bargaining purposes. In response to the Union's original application the Employer stated that if it had to negotiate different terms and conditions with workers carrying out comparable roles, it believed it would lead to operational difficulties and weaken employee relations. The Union submitted that the Employer's objections were based on misperceptions about what the establishment of the proposed bargaining unit would mean in practice. There was no reason at all why it should cause operational difficulties given that the unit was based on a clearly identifiable work group with common job functions and skills and reflected the existing managerial and supervisory structure. Further, there was no logical reason why the proposed bargaining group should weaken employee relations. To the contrary, it was the Union's submission that it was widely accepted that collective bargaining could and did serve to enhance employee relations.

18. In closing the Union submitted that the Employer's new management chart was essentially the same as the chart provided in the Union's bundle of exhibits and that, in any event, the proposed bargaining unit had no implications for the management structure with the same director continuing to be responsible for the workers in the proposed bargaining unit. It was clear that they formed a distinct grouping and it was a group completely in line with the structure in place within the company.

19. The Union was not surprised to learn that groups within the company were inter-dependant on each other as this was common throughout industry. However, this should not undermine the Union's case. The Employer had not substantiated its claim that the proposed bargaining unit was not compatible with effective management.

20. The workers in the proposed bargaining unit had a commonality of occupation and the question of a small or fragmented bargaining unit was not an issue. The Employer had shown that having different bargaining units within a division was not cause for concern and so it could not argue that the proposed bargaining unit was not compatible with effective management. The Union urged the Panel to ignore anecdotal evidence and apply the correct approach as established by *Kwik-Fit*. The Employer seemed to be suggesting the optimum bargaining unit from its point of view but the test was simply whether the Union's proposal was appropriate. The Union concluded by reminding the Panel that the purpose of the regulations was to extend collective bargaining into areas where it did not exist and that its decision should not be based upon assumptions as to the future effect of collective bargaining in the work place.

### **Summary of the submission made by the Employer**

21. The Employer submitted that the Union's proposed bargaining unit was inappropriate and that the appropriate bargaining unit was the whole of the Engineering Division apart from Senior Management. It argued that any changes to pay, hours and holiday should be made only on a division wide basis. Divergent terms and conditions within the Division, it claimed, were not compatible with effective management or the culture and philosophy of the Company.

22. The Division was one of six separate divisions within the Company. Each division was headed by a Director who reported to the Chief Operating Officer, the Chief Financial and Commercial Officer or the Chief Executive Officer. The primary work of the Engineering Division was the management and maintenance of the Employer's fleet of aircraft. It was based at London Heathrow, London Gatwick, Manchester and at premises known as 'The Base' near Gatwick. It also had bases across the Virgin network providing maintenance services. It operated through a number of sub-departments which were interdependent on one another and the Union's suggestion that its proposed bargaining unit

was clear and distinct showed a fundamental misunderstanding of the Division.

23. The Division performed two key roles. Firstly, it undertook both scheduled and unscheduled line maintenance activity on the Employer's fleet of aircraft and secondly, scheduled maintenance activity on the aircraft in its maintenance hangars at Heathrow and Gatwick. The General Manager, Aircraft Maintenance, gave a detailed explanation of the work carried out including the process for scheduled and non-scheduled maintenance and the interaction and inter-dependence between the various groups of workers within the Division to support the argument that the union's proposed bargaining unit was not appropriate.

24 The Line maintenance workload required a high degree of cross-functional management between widely dispersed groups across the Line and Base areas. Meetings would take place daily to plan, execute and record the work undertaken. Many different departments would be involved in determining the cause of a technical failure and corrective maintenance. The nature of technical and operational disruption placed high demands on individuals to ensure standards and procedures were followed diligently and consistently. It required a stable organisation with well defined procedures to keep disruptions to a minimum. It was impossible to separate the front end Line operational maintenance activity from the support organisations. Such complex interaction between departments and the ability to adapt would be seriously threatened by the imposition of the Union's proposed bargaining unit.

25. The hangar workload was less prone to operational disruption with planned maintenance inspections and rectification being carried out. This work involved a rigorous inspection and repair programme and was significantly different from the line. The aircraft checks occurred at approximately 6-7 week intervals and required more intensive and detailed maintenance support activity. The effective execution of the maintenance task depended on individual cooperation and cross functional support on a daily basis to ensure an effective maintenance programme could be delivered both safely and timely. Any breakdown in these relationships would severely impact on good industrial relations, management of safe working practices and effective safety management of both staff and aircraft.

26. The Employer explained the need for close co-operation between those running line

maintenance and hangar maintenance for both scheduled and unscheduled maintenance programmes with those who planned and provided the materials together with those who actually undertook the engineering work. As such work had to be fully documented those involved in record maintenance and compliance also needed to work as part of the team. Those within the proposed bargaining unit were marked in green on the organisational chart. The other parts of the Division outside the proposed bargaining unit were shown in a variety of other colours. It was evident from the chart that the Union's proposed bargaining unit covered only a few of the Division's sub-departments and did not include all of the other interdependent sub-departments linked to those within the proposed bargaining unit, for example, the supply chain and planning sub-departments. There were also licensed engineers working in these sub-departments whom the Union would exclude from its proposed unit. The work of the Division flowed between the sub-departments; workers from different sub-departments would often work together on the same task and the Union's proposed bargaining unit would undermine the complex structure within the Division. It was imperative that those who worked in these functions did so in a safe, organised and structured environment and that the relations between key staff and departments was not impeded by tensions between different workgroups.

27. As well as its organisational chart the Employer provided a chart showing the breakdown of the roles within the Division on a geographical location basis to demonstrate that the workers in the Union's proposed bargaining unit were not the only workers on those particular sites and that they were not isolated nor segregated from other workers in the division.

28. Terms and conditions, in particular pay, hours and holidays, were set on a Divisional basis. Whilst the standard hours were set across the Division there were a variety of different working patterns and shift systems so as to ensure that the various units worked together. Holiday entitlement was uniformly applied across the company. The Engineering Division had its own unique pay system – the Tier System - developed to reward people directly for their qualifications, knowledge, skills, experience and behaviour. Pay within the Division was set by the Tier System and shift pay then added. Under this system, workers were individually assessed on a quarterly basis by a Panel. All roles within the Division had a series of tiers and within those tiers were salary bands. A worker could be moved within the salary band or up a tier to reflect their performance and contribution. This system enables

rapid progression dependent upon achieving qualifications and demonstrating effective behaviours. It applied to both back office and production staff and provided transparency for workers to effectively manage their careers. The Employer was concerned that the Union's proposed bargaining unit would undermine the tier system through collective bargaining. The union would wish to move away from performance related structures and in time this could lead to divergence and resentment between the two groups in Engineering Division and impede a worker's career development. It would reduce co-operation between sub-departments with different workers on different terms and conditions and could lead to resentment between the two groups of workers, in particular, in circumstances where those outside the bargaining unit and those within it had to work together on the same task. Ultimately, recognition on the basis of the Union's proposed bargaining unit would increase costs and time taken to perform the work leading to an increased risk of flight delay and flight cancellation.

29. The Employer explained that there were a number of shift systems in place across the Division to ensure maximum flexibility. If the Union's bargaining unit was adopted then it was going to be more difficult for the Employer to ensure that the overall hours worked met business needs given the possibility over time that those within the bargaining unit may work different hours to those excluded.

30. The Employer referred to the Engineering Staff Committee that had been in place for 20 years and covered all of the Engineering Division. Its main role was undertaking monthly meetings with the Engineering Senior Management Team. Since 2000 there had been a Company wide Consultative Committee which met quarterly and was chaired by the Director of Human Resources in conjunction with the Chief Financial and Commercial Officer.

31. All workers within the Division had to undertake a biennial "Human Factors" Course based on a syllabus set by the Civil Aviation Authority. This was an extremely important piece of training designed to underpin the message that efficient and safe working practices go hand in hand with worker co-operation and team working. If the Engineering Division was divided into two then the Human Factors issue would become more difficult to manage.

32. At present secondments occurred on a regular basis between those within the proposed bargaining unit and those outside. Secondments worked well in terms of career

development and encouraged co-operation between sub-departments. Secondments would be more difficult to operate where two groups of workers had divergent terms and conditions of employment as a result of collective bargaining. This could cause the breakdown of the close relationships that exist between sub-departments and would impinge on cross-functional working that was essential to the safe and efficient running of the Division.

33. The Division operated flexibly and responded rapidly to changing business needs which was crucial given the current economic climate. Given the very competitive and fast moving nature of the Aviation Industry such flexibility was essential. The Employer was concerned that if terms and conditions between those in the bargaining unit and those in the rest of the Division diverged over time, such flexibility would become eroded.

34. There were senior managers within the Division who, whilst working for other airlines, had managed unionised and non-unionised groups of workers. Experience suggested that if the Union's proposed bargaining unit was deemed appropriate, the work load upon the engineering management would increase because of managing two sets of workers with two sets of increasingly divergent conditions of service. Examples were given of workplaces where different unions represented engineers and, over time, resulted in different shift patterns and working practices being introduced. Further, there was nothing to stop another trade union from seeking to represent part or all of the remaining workers in the Division. In such circumstances the Employer could be faced with possibly three sets of terms and conditions diverging over time. The Engineering Division needed to be operated and managed as one.

35. The Employer noted that on the originating application form to the CAC, when asked to justify its proposed bargaining unit, the Union's primary argument was that the majority of its members worked within the proposed bargaining unit. It followed that the proposed bargaining unit reflected the Union's membership base rather than the Employer's operational structure.

36. The existing voluntary recognition agreements within the company operated on a Division wide basis. Since 2000, BALPA had been recognised for all pilots and, since 2001, Cabin Crew 89 (Unite) had been recognised in respect of all cabin crew. In the interest of consistency the bargaining unit should be the whole of the Engineering Division.

37. In closing the Employer submitted that in the majority of cases before the CAC the question of the appropriate bargaining unit was a straightforward matter but in this case it was a far more complicated issue. The Employer urged the Panel to assess the cogent evidence put forward as to why the Union's proposed bargaining unit was not compatible with effective management. Its concern that terms and conditions would diverge over time was well-placed. Collective bargaining for only part of the Division would erode the tier system and the way in which the Employer promoted, trained and seconded its workers would be impeded. The Employer failed to understand why the Union had limited the extent of its proposed bargaining unit, particularly since becoming part of Prospect. Evidence had been adduced to show that the proposed bargaining unit would result in diverging terms and conditions and impact adversely on industrial relations thus undermining the Employer's ability to manage the unit. The Employer strongly contended that the appropriate bargaining unit in this matter was all of those workers (excepting senior management) who worked within its Engineering Division.

### **Considerations**

38. The Panel is required, by paragraph 19(2) of the Schedule to the Act, to decide whether the proposed bargaining unit is appropriate and, if found not to be appropriate, to decide in accordance with paragraph 19(3) a bargaining unit which is appropriate. Paragraph 19B(1) and (2) state that, in making those decisions, the Panel must take into account the need for the unit to be compatible with effective management and the matters listed in paragraph 19B(3) of the Schedule so far as they do not conflict with that need. The matters listed in paragraph 19B(3) are: the views of the employer and the union; existing national and local bargaining arrangements; the desirability of avoiding small fragmented bargaining units within an undertaking; the characteristics of workers falling within the bargaining unit under consideration and of any other employees of the employer whom the CAC considers relevant; and the location of workers. Paragraph 19B(4) states that in taking an employer's views into account for the purpose of deciding whether the proposed bargaining unit is appropriate, the CAC must take into account any view the employer has about any other bargaining unit that he considers would be appropriate. Paragraph 171 of the Schedule provides that "[i]n exercising functions under this Schedule in any particular case the CAC must have regard to the object of encouraging and promoting fair and efficient practices and arrangements in the workplace, so far as having regard to that object is consistent with applying other provisions

of this Schedule in the case concerned.”

39. In considering whether the Union’s proposed bargaining unit is appropriate we have kept in mind that in this particular case we are dealing with a safety-critical, regulated and highly competitive industry. The need for the bargaining unit to be compatible with effective management – always the prime consideration – is given particular force in this context. The Employer has argued that the appropriate bargaining unit is the whole of the Engineering Division, apart from senior management, and we have taken account of this view in examining the appropriateness of the smaller bargaining unit proposed by the Union. We were assisted in our deliberations by the Company’s detailed charts and explanations of its management structure, work organisation and workflows, and by the careful arguments of both parties in their submissions and at the hearing. Compatibility with effective management emerged as the key issue before us; we return to it after dealing with other matters listed in 19B(3).

*Existing national and local bargaining arrangements*

40. Inasmuch as they are relevant, we did not find that the collective bargaining arrangements in place for cabin crew (Unite the Union) and pilots (BALPA) suggest the Union’s proposed bargaining unit is inappropriate. The Employer explained that cabin crew and pilots, and airport services staff, are managed by separate managers within flight operations who report to the Director of Operations. Under the Union’s proposal staff within the bargaining unit, and those outside the bargaining unit would be managed (as now) by separate managers within the Engineering Division who report to the Director of Engineering.

*The desirability of avoiding small fragmented bargaining units within an undertaking.*

41. The Employer expressed a concern that the proposed bargaining unit opened the possibility that another union might organise those workers outside the bargaining unit, or some of them, leading to the possibility of up to three different sets of terms of conditions within the engineering division. The Employer did not seek, however, to argue that the proposed bargaining unit would cause small fragmented bargaining units, and we concur. The bargaining unit proposed covers some 360 staff within the Engineering Division. A

similar number are outside the proposed bargaining unit.

*The characteristics of workers falling within the bargaining unit under consideration and of any other employees of the employer whom the CAC considers relevant.*

42. We note that the unit proposed by the Union, although composed of skilled and licensed employees, is defined not by qualification *per se* but by occupation/role. The fact that there may be licensed engineers performing different roles elsewhere in the organisation who are without the proposed bargaining unit, therefore, does not make the proposed unit inappropriate. We find that the workers identified by the Union's proposed bargaining unit are readily identifiable (as indicated in green on the Employer's chart for example) and the work they undertake within the engineering division (as Production Group or Aircraft Maintenance Group) is clearly distinguishable from the work performed by others in that Division (Technical Support Group).

*The location of workers.*

43. All the workers in the proposed bargaining unit are located at Gatwick or Heathrow (line and hangar) although, as might be expected, they are not the only workers at these locations. There are no workers in the proposed bargaining unit at any of the other locations identified on the detailed chart provided at the hearing.

*Compatibility with effective management.*

44. The Employer contended that effective management required a Division-wide bargaining unit. Having studied the evidence relating to managerial structures we concur with the Union's contention that the proposed bargaining unit is consistent with the current structure; employees in its proposed bargaining unit would be managed by the same manager as is currently the case.

45. The Employer expressed concerns that collective bargaining on the basis of the bargaining unit proposed by the Union, as opposed to its preferred whole-Division unit, would result in divergence in terms and conditions of employment (wages, hours, holidays) between Aircraft Maintenance/production Group and Technical Support Group. At the

hearing we were told that adopting the Union's proposed bargaining unit would be 'a stage on the journey' towards divisiveness between these groups; divergence might not happen within the three year minimum life of statutory recognition but was likely in the medium term. Such divergence in terms and conditions, it was argued, inevitably would cause resentment, tensions and instability; impact adversely on harmonious industrial relations; impede the way staff were trained, and promoted; adversely affect the close cooperative working and adaptability which was essential for effective and safe operation, and potentially result in demarcation disputes. We do not find these contentions well founded in the evidence.

46. Further, the evidence indicates that it is not the case that currently there are no differences relating to pay determination between the Maintenance/Production Group (the proposed bargaining unit) and the Technical Support Group within the Tier system. As is clear from the section 'application of banded salaries verses spot rates' in Appendix 3 of the Employer's submission, and as confirmed in response to questions from the Panel at the hearing, there is some difference in the arrangements for these two groups within Engineering Division. Further we were told at the hearing that the application of any annual percentage pay increase is discussed with representatives of the staff consultative forum. This is not collective bargaining, but it does suggest a potential role for collective bargaining within the existing system.

47. The adverse consequences outlined to us by the Employer were largely hypothesis about possible developments after a number of years, and the fears expressed appeared to be based on anecdotal experience elsewhere, which in the Panels' expert view may well be outdated or applicable only in a different context, or be based on potentially false assumptions about what union members may seek, or what the Union would be able to persuade the company to concede in negotiation.

## **Decision**

48. We determine that the bargaining unit proposed by the Union is appropriate. The bargaining unit is all the line and hanger based engineering staff based at London Heathrow and London Gatwick airports, comprising maintenance supervisors, certifying engineers and technicians based at London Heathrow and London Gatwick airports.

**Panel**

Professor Linda Dickens MBE, Deputy Chairman

Mr Peter Martin

Mr Malcolm Wing

**19<sup>th</sup> March 2010**

## **Appendix**

Names of those who attended the hearing:

### **For the Union**

Mr Ian Scott of Counsel

Mr Keith Rogers, ALAE Branch, Prospect

Mr John Stevenson, Negotiations Officer, Prospect

Ms Marion Scovell, Legal Officer, Prospect

### **For the Employer**

Mr Martin Warren – Solicitor, Messrs Eversheds

Ms Jean Cockerill – Head of HR, Employee Resources

Mr John Arnold - General Manager, Aircraft Maintenance

Ms Naomi Woodward - Employment Lawyer

Mr Phil Maher – Director of Engineering

Ms Victoria Mann – trainee solicitor, Messrs Eversheds