

Minutes of Stage 2 Consultation Meeting 1 between Remploy and the Consortium of Trade Unions

Coventry Rugby Football Club, Butts Park, Coventry CV1 3GE

Wednesday 19th December 2012 11.15 am

Present:

Alan Hill (AH) – for Remploy
 Jean Cabena (JC) – for Remploy
 Anne Smith (AS) – for Remploy
 Chris Addy (CA) – for Remploy
 Peter Ball (PB) – for Remploy
 Kevin Hepworth (KH) – Unite Lead Officer for Remploy, Consortium Chair
 Phil Davies (PD) – National Secretary GMB, Consortium Secretary
 Jerry Nelson (JN) – GMB National Officer
 James Stribley (JStr) – Remploy GMB

Linda Menzies (LM) – Remploy Unite
 Mick Wilde (MW) – Remploy GMB
 Joe Smith (JS) – Remploy GMB
 Les Woodward (LW) – Remploy GMB
 Convenor
 Philip Brannan (PB) – Remploy GMB
 Grant Williams (GW) – Community National Officer for Remploy
 Steve Sargent – Remploy GMB
 Colin Cuthbert (CC) – Remploy Community
 Ian Carr (IC) – Remploy Unite

In attendance at GMB’s request:

Tony Gledhill (TG) – GMB
 Brian Davies (BD) –GMB
 Kenneth Stubbs (KS) – GMB

Mark Holloway (MH) – GMB
 Roger Sutton (RS) – GFTU Researcher

Apologies:

Wayne Roberts (WR) – Remploy Unite

	Action
<p>1. Start of collective consultation</p> <p>1.1 AH said that the Company had some information for the Consortium. The Company was formally informing the Consortium that the collective consultation on stage 2 was starting on that day. KH said that the Consortium did not accept that the consultation was starting on that date. PD stated that the Consortium took it that the relevant body for this Government was Parliament and that the Government ruled the company. KH stated that Esther McVey had said to Parliament that consultation would begin in January and that date would not change unless she fulfilled her Parliamentary duty and went back and told them it was different. The 90 day consultation would begin in January and the Consortium were sticking to that. PD confirmed that KH was referring to the announcement from the Minister to the House of Commons on the 10th December. JC told the Consortium that the company had written to Esther McVey and told her the information that she had been given was incorrect. Whilst the Minister may say that consultation would start in January, she was incorrect. The Company was proposing that the 90 day consultation would start on 19 December. KH stated that the Consortium had said the consultation could start if everybody got the information the Consortium had requested. KH added that the Consortium had previously said to the Company that the information had to go to all the Consortium members, but not even GW had had the information the Company had sent let alone</p>	

the lay representatives. KH continued, stating that the Consortium would arrange a date and the consultation would begin in January. AH replied, saying that the question was not when consultation started, it was when it ended. KH said that was not the case, because the Company rushed the consultation last time and chopped it off. The Company had twisted the consultation and chopped lots of time off, and the Consortium were not going to take that again. AH said that the Company was not accepting that. The Company was formally informing the Consortium that the collective consultation started on 19 December. PD said that the Consortium did not accept that the 90 days started on 19 December. The Consortium were prepared to take the information off the Company. PD stated that the Consortium wanted it clear in the Minutes, that they did not accept that the 90 days started on 19 December. The Minister said in Parliament that it would be in the New Year. She had not said anything else in Parliament, she had an obligation to go back to the House and tell them consultation started in December and if she did that the Unions would go back to the MPs and tell them that it did not start because we did not accept the start date. KH said that he had made the point that the consultation had to be with a negotiation body, and it would not be all of those here today. Some of them were there for the last time, some of them were officers of the Unions. JN will inform the Company of the team. There is a new member for Norwich, Ian Carr.

JN to action

1.2 The Consortium wanted all the information sent to the negotiation team, on a confidential basis, so they could look at it before the consultation meetings. They would need more copies than were in the room of the original documents. JC said there were more copies.

2. Other issues

2.1 The Consortium was prepared to make a number of points to the Company that the Consortium needed to discuss. There were a number of issues including the composition of the Consortium that the Consortium wanted to discuss with the Company. AH said that the Company wanted to discuss that too.

2.2 PD said that he had already said that there were a couple of issues that KH wanted to raise. KH said that the Consortium had outstanding concerns. The first was serious breaches of data protection about employees in Barrow, Bolton and Springburn. PD said that there had not been a breach of data protection in Springburn, it was in Bolton & Barrow. JC asked the Consortium to give her more detail because she had written to the Unions about Barrow. PD replied that he had written to JC several times about Barrow, about one of your employees that the Company had now dismissed handing over some information. The Consortium wanted to know what steps the Company had taken to remove that information from that company. JC had not given PD an answer to that. The Unions were waiting for JC to come back and then will decide if they were taking the company for breach of the Data Protection Act (DPA). What steps had JC taken to clear that company's records of information known about your employees and our members?

2.3 In the case of Bolton it was more serious. Personal information on the Bolton employees had been passed to an outside body. GW said that he had spoken with JC on the telephone about it a couple of weeks back. GW said that he had spoken to one or two people since. Those people were not aware of having consented to their information being passed over. It was a very serious matter under the DPA to send the information. AH asked the Unions who the company was that had allegedly received the information. GW replied that the person signing the letters was the man who had run the Bolton factory for Remploy. Whether he had given his new employer the data or someone else had got it, GW did not know. JC asked GW if he had a copy of the letter. GW said that he was trying to get one. He added that he was being careful what he said. If the individual was the Remploy site manager it was appropriate for him to have that as a manager. But when he went to work for a separate company he had no right to use that data and that would be when the offence was committed. AH repeated the company's request for a copy of the letter. GW continued, saying that in one sense he could understand the logic of letting people know about possible jobs. But why had he got their home addresses? The Unions had held off going further on it but it was potentially a police matter and certainly for the Information Commissioner. KH said that the Unions also wanted to know if any other information had been passed on like medical records, sick absence. KH said that it sounded like a Barrow case where the Company had already sacked someone. AH reminded the Consortium that the Company could only act on evidence so please would the Consortium give it to the Company.

Consortium to action

2.4 PD asked what the Company was going to do about Barrow. Very personal comments have been passed to an outside organisation. What was the Company going to do to compensate those people. The Unions could take you to Tribunal and other proceedings. PD stated that he had asked JC in writing and he was asking JC again. How was she going to get that information back. JC replied that she had responded to PD on at least two occasions and Nigel Hopkins had also responded. They had said to PD, and she could not go in to details in this meeting because of the disciplinary case, as PD and KH were the only two people at the meeting in that disciplinary and should not go in to details with other people. JC said that she had told PD that Remploy had written to the company, they have destroyed the information, they signed up to a confidentiality agreement. PD asked JC how she knew that they had destroyed the information. JC asked PD what he wanted. PD said that he wanted a copy of the confidentiality agreement sent to JN and KH. That was the first point. What was the Company going to do to compensate the Unions' members for personal comments and their details being handed on. The Unions did not want to discuss the disciplinary, it had been handled fairly, the appeal had been withdrawn. The whole hearing was fine. The company now has a responsibility to compensate individuals. JC said that she thought it was a point well made, the Company would take advice on that and come back to JN in the New Year. JN said that was fine, and it is a very important point.

Consortium request

Company to action

- 2.5 GW said that given that the Consortium was going in to another consultation later in this meeting, the Consortium needed some reassurance that a process had been put in place to prevent this kind of thing occurring going forward. The Consortium didn't want to be sitting here at Easter saying did you know about this. The Consortium needed some response from the Company saying this is what we are doing, how we will safeguard people's personal data.
- 2.6 PD stated that he thought there was a need to lay down terms of reference going forward about what was discussed, when it was discussed and how these bogus purchasers were being told what, because it was absolutely disgraceful the way that the Company had acted and that some of the people were buying factories and then not buying factories. People thinking a factory is being sold and then not sold. The unions would not accept that and needed to know very quickly if it was going that way. It had to be very transparent, no secrecy. AH reminded the Consortium that there were certain things in the process that the Company could not disclose. Until the bidder was ready to come out and discuss things, they were both bound by the confidentiality agreement.
- 2.7 PD said that he understood that but when someone put on a company web site that they had been negotiating for 9 months, he had been talking to someone in the company about renting the factory and purchase of machines well before he left. The person was Phil Hubbard. PD stated that meant that Phil Hubbard must have been passing on information. The only good thing was that a number of people had got jobs. The Unions were not going to have that again. The Unions believed there were talks going on again about automotive, Birmingham, Coventry, Derby and the Unions wanted to know straight away because they may want to support a bid by management. It left a bitter taste when it was splashed over a web site that he had been talking for nine months.
- 2.8 PD continued, stating that the other side of it was the Sayce report was heavy on workers cooperatives and social enterprises and PD did not see anything that the company was doing to establish workers cooperatives. TG had had to do it himself. He had had some equipment but not the £10000 that was meant to be there for professional help. The Unions wanted establish that. The unions will be doing a trawl about what factories will be interested in setting up a workers cooperative. PD stated that the Birmingham workers have been discouraged by the local managers, and that said to the Unions that the managers wanted to do something themselves. The workers need to know how to get the £10000. The Unions want Sayce to be done. AH said that he wanted to take the Consortium back to stage 1. It started off as a closure programme and a commercial process developed on the way through. In stage 2 it would be more of a commercial process and it should be clearer this time. PD said that it was certainly not clear last time because some people bought equipment and some could not. It had to be a level playing field. If there were pepper corn rents they must be for everybody. There must be a guideline that if there are two bids and one gets lower rent and another is

paying a commercial rent value that would be unfair. AH advised the Consortium that there was a calculation about which bid gave the best value for the tax payer. Several started off a little muddled on the link between employment and the best value for the tax payer. PD said that was fine but someone had to explain what that means. Did it mean jobs in a high unemployment area were more valuable than in an area where people were more likely to get jobs? JN said that there was no value to making people redundant. KH asked if it was the Civil Servants' same crazy value formula for best value that was used for the West Coast Main Line. It had been proved to be totally flawed. If that was what they were using this time it was not surprising so many people said it was crazy. Wrexham did not make sense when it would keep people in work. The only reason was that some management wanted to close Wrexham and transfer the work elsewhere.

- 2.9 JC said that the points made were valid. The Company realised that things could be done better. One of the things the Company wanted to talk to you about today was having a session to thrash them out and bring the people along who could answer the Consortium's questions about the commercial process and make it more transparent. There would be some things they could not discuss but the Consortium needed to understand what the basis was for stage 2. PD said that he was pleased the Company was going to do that because it was not clear to him how the Company decided those bids. A number of companies had come along to the Unions and said that it was corrupt. The Unions had people who had sworn them to secrecy so they could not give the Company the details. But one employer had gone to PD and said that the sale of two factories in Scotland was absolutely corrupt in the way the sale was dealt with.
- 2.10 AH said that he wished to pick up KH about the process and the link he wanted to make with the West Coast rail line. The process was nothing like the West Coast rail line and the decision criteria would stand up to scrutiny any way. AH told the Consortium that a number of companies had challenged the process to try and recover their costs and they had failed because the process was water tight. AH said that those companies would go around and give a different story because it could be in their interests to do so. AH said that he did not know which company PD was talking about, but he did know that there was one going around saying those things trying to make a story. PD said that he did not accept that the criteria was as AH said it was. In Barrow, the Company found out that someone was passing information on, by chance, not by management practice, but because the company that lost the bid complained. They lost the bid, the Company was backed in to a corner and could not do anything else and debarred the successful bidder and gave it to a bidder that had failed. AH repeated that the process was calculated on the best value for the tax payer and the winner offered the best value. They got barred from the process for breaching the confidentiality agreement, but the next company sale also offered a positive return to the tax payer. It was not as good as the first, but it was still a positive return to the tax payer. PD asked where the transparency was. Where had the Company showed the trade unions, the public and tax payers and MPs that it was right and

proper. The Unions had to take the Company's word that it was done right. KH said that on the West Coast line, they were able to view the winning bid after it was awarded so the loser could see why their bid had failed. This process does not allow the failed bidder to look at how they had lost and see what was wrong either the things they costed and said they would do was wrong or they have made untrue statements. AH pointed out that for Barrow there was only one other bidder.

2.11 KH referred to Wrexham, saying that there was no sale, no income to the tax payer and the Company now had to pay out redundancy for everybody. There had been people prepared to take over the Wrexham site and save one third to one half of the jobs and put money in to it. How could that not be best value. AH replied that he did not know the detail of Wrexham so he would talk hypothetically. First people had to show they could meet certain criteria such as they could fund the bid, had the working capital to pay salaries, buy materials, and satisfy suppliers that they could buy materials. The value would depend what they had offered for the site and equipment compared to what it was worth at market value; how many jobs would be saved compared to redundancy costs. The Company could take the Consortium through the calculations at another meeting. That then gave a positive or negative return. A bid could either not meet the requirements or not give a positive return. Or they could have not put a final bid in. PD said that what AH had just said on the value, he did not necessarily agree with it, but it knocked a hole in the Sayce report because how could a workers cooperative show all that. They would be debarred because they had no credit rating. AH replied that it was not a credit rating or whether they were currently trading, it was could they get a letter of credit from the bank. If someone offered zero benefit, the Company ran the risk of transferring an asset to someone who couldn't afford to run the business, who would wind it up and then sell the assets. The Company had to protect against that and that was why the subsidy came in over the 18 month period. Working capital was a requirement because if people couldn't afford to run the business it would then fail. PD asked why, on that basis, the Company was selling Chesterfield to a business that says it couldn't afford to run the business and would make 33 people redundant. AH replied that healthcare made a loss of £33m a year so unless someone wants to buy and fund it at a loss, some form of restructuring had to happen to keep 30 jobs even if it made 30 redundant. PD said that it would make 30 redundant and would put them on to benefit. AH pointed out that it would protect some employment, otherwise everybody would be made redundant.

2.12 PD stated there was no consistency. There was Wigan where the Company closed the factory, sold the equipment, and the equipment buyer employs 14 ex-Remploy people. AH reminded the Consortium that nobody put a bid in for that location. PD objected, saying that the Company had a manager who was negotiating with them for nine months. AH said that was not the case. PD said it was a coincidence, was AH telling him that it was honest. AH said that the Company went through the process trying to sell the factory as a going concern to save jobs. When the factory went in to closure the Company looked at asset bids. PD interrupted, saying that a

company had bought the assets. Phil Hubbard, a Director of Redrock, had been a member of AH's team and he was doing it while he was working for Remploy. There was no difference between what he has done and what happened in Barrow. The Company had given him a pepper corn rent, have given him equipment. What was different between closing a factory completely and a company buying it and taking on employees that were in previous employment, and a company taking on half the employees. The Unions did not know if the company had sold the contracts to the new company in Wigan. AH said they had not. BD said that they were the same contracts Wigan were doing months before it shut. The Company had kept those contracts back from Wigan. BD said that he came into this place and told the Company that the Wigan factory had a chance if they had the work they were doing. AH said no, it was crap, it was going to go. A week after, the management get the company machinery and deliver the same contracts. Why wasn't Wigan put in stage 2. PD said that the Unions needed to get this minuted, because there would be an enquiry about it. AH repeated that no bid came in for the business, or the bid did not give a positive return, so the site went in to closure. PD said that a senior manager had put on his web site that it was a long difficult time but he had a partnership agreement with Remploy. He then got the equipment probably at a knock down price and the rent probably at a knock down price and he inherited the contracts and he employed people without TUPE and he could hire and fire people. KH stated that it was crooked.

- 2.13 PB said that RHealthcare put in a bid for Springburn and Chesterfield. The Unions were told eventually they were a preferred bidder. One bidder was not allowed to go forward because they breached confidentiality but Greencare were then told they could put in a bid. AH said that it was not a breach of confidentiality, they withdrew from the process. PD said the bidder was told, and he contacted PB spitting blood, and he told PB he was banned from going forwards and he could not tell me why. Colin Scarsi was willing for the Company to release all the information regarding him and his bid. PB stated that he had sent JC a Freedom of Information request and all he had back was "we are considering it". AH said that he thought the Company couldn't be more transparent about that now because the individual was challenging the Company legally. PB said that was different. R Healthcare was allowed to change his bid because of a change in conditions in the market. Several other people should have been allowed to do that. It then got worse because the Unions were told R Healthcare was not taking Springburn but he had kept the business. Simon Webster was in China with Steve Jones and PB believed that was a corrupt thing and PB had made that clear to the Company. Simon Webster was securing supply lines before the sale was agreed. Haven was taking on the despatch of wheel chairs and PB had asked JC for that too and he expected an answer. There were 10 jobs in Haven and PB wanted to know why his members were not taking up those jobs. The Company had allowed an asset stripper, Colin Scarsi, to take on Chesterfield and Springburn and he was being allowed to asset strip. PD pointed out to PB that he had said Colin Scarsi was an asset stripper. PB apologised, and said he meant Simon Webster. PB stated that if anything was taken out of the Springburn factory before it shut, and if he came back after Christmas and even a

screw driver had gone, the Unions members will have a sit in in the canteen. Nothing would be stripped out.

- 2.14 PD asked if this could be clear in the Minutes because in his retirement he would be pushing as hard as he could for an enquiry. What had actually happened in Springburn? Was the bid withdrawn? AH said that he could not comment on it because the sale had not been signed. PD said that if AH was going to hide under confidentiality and all that stuff, things would not get very far when the consultation started. Simon Webster's bid for Springburn was withdrawn. AH said that he didn't think Simon Webster put in a bid. KH said that Simon Webster told the Unions he had. AH reminded the Consortium that there was a process. The further a bidder went through it the more information they got. In Simon Webster's EOI, because this was in the public domain AH could talk about it, he expressed an interest in acquiring the Healthcare business, both factories, but because they were losing £3m changes would have to be made. As Simon Webster went through the process, he revised his bid and said he could not take as many staff as he first thought and he could not take both sites. PD said that showed how untransparent it was. The Unions were sitting there talking with the guy, arranged by the company, about two sites being taken on. PD said "Why did you not tell us at that meeting JC that it was not two factories because his final bid was in". JC replied that her understanding at that time was that it was two factories; at that time Simon Webster was interested in both factories. She had no site of the commercial process. PD asked AH why JC was put in that position. JC repeated that she had been told Simon Webster had an interest in the two factories. PD asked AH why the Company allowed JC to go to a meeting and tell the Unions Simon Webster had an interest in both factories. AH asked the Unions to let him explain. AH continued, stating that when anyone was negotiating a commercial sale things moved around. The Company was trying to get the best deal for its side. Towards the end of that process Simon Webster made the decision that he could not sustain both sites. JC commented that Simon Webster withdrew from Springburn after the Unions had had the meeting they had referred to. AH said that after Simon Webster withdrew from the Springburn site, a calculation was then rerun on whether it offered a positive value for the tax payer and it was compared to any other bids put forward and it was still the best so on that basis the Company continued. KH said that when the Unions met him in London it was on the basis that he had finalised the purchase of both Springburn and Chesterfield and the only thing he had not decided was the final number of employees. JC confirmed that the measures were not confirmed at that meeting. KH said that meant that the Unions wasted hours in a meeting with the creature. JC pointed out that at the meeting, no one had said that the deal was signed, it was clear that the Company and the buyer were in due diligence and at that time Simon Webster said he was interested in both factories. PD said that Simon Webster's final bid had been accepted, he was going to inherit every single employee. But if the final bid intended to close Springburn as AH has said that he did not want Springburn, then JC sat there not knowing that and the Unions were totally misled. AH repeated that the decision about Springburn was made after the meeting. A bid was put forward, the Company accepted the bid

based on it being best value. The Company accepted the bid and did negotiations with the interested party. At a very late stage in that he said he did not want Springburn. He had put his BAFO in and then he changed his mind. PB said that it was not a BAFO then. It was all part of the sell out. AH repeated that the Company reran the calculation and it was still positive because of the 30 jobs he was retaining in Chesterfield. PB stated that the Springburn factory was more viable than Chesterfield when the central costs were stripped out. The difference was Chesterfield was a more skilled factory. PB stated that Colin Scarsi, with the Company's connivance, had ... LW interrupted PB, saying it was Simon Webster. PB continued, saying he had been allowed to asset strip with the Company's support and we are on a death. The Company had colluded with him. PB stated that he knew from when it started that it was the way it would go. Colin Scarsi. LW interrupted PB again, saying Simon Webster. PB said Simon Webster would asset strip with the inside help of Steve Jones who must have been giving him help and support and it was no surprise to the Unions that this happened. The Company had sold the Unions down the river, the Company had made a deal with a man and Unions members were going to be on the dole.

2.15 PD asked AH to confirm that Simon Webster changed his final bid at a late stage. AH replied that the detail had not yet been checked. PD said that he understood that, but the Unions met with Simon Webster and they were talking about two factories. JC confirmed that was her understanding. PD continued, saying eventually Simon Webster withdrew from Springburn, AH said he withdrew. So how did the other company get the contracts. PD asked PB what the company was. PB replied it was Haven Social Enterprise.

2.16 AH said he had a few comments to make. He had not made any deal. PB said the company had. AH said in relation to how Haven Social Enterprise got a contract with R Link Limited, the Unions would have to ask Simon Webster that. AH did not know his reasons, how he involved any company, or why he didn't want Springburn. PD asked AH whether Simon Webster had an interest in Haven Social Enterprise, to his knowledge. AH replied that he didn't know who Haven were. PD said that they were the people the Company gave the contracts to. PB told PD that Simon Webster had given Haven the contracts. Simon Webster was importing the wheel chairs from China and they would be assembled in Haven Social Enterprise. Haven were taking people on who would be starting in February. AH repeated that he had not heard of Haven before. PB said that Haven were a company who employed 80% disabled people, they had two factories in Glasgow and others elsewhere in the UK. PB said to AH that he kept saying he didn't know who Haven were. AH's loyalty appeared to be to the tax payer. The Company should have been asking those questions, due diligence should have been due diligence to the Unions and not just to the tax payer. AH pointed out it was not his responsibility to sell the business. PB said that it was his responsibility. AH reminded the Consortium that he explained during the stage 1 consultation that his role was to lead collective consultation. PB said that the company's responsibility was to do due diligence.

- 2.17 JC said that the meeting was turning in to an investigation and the Company was not there for that reason. PD said that the Company could not expect the Unions to sit down in another consultation when the Company couldn't answer the questions from the last consultation. JC stated that the purpose of the meeting was to start collective consultation on stage 2, and proposed another meeting to discuss these other issues. PD said that before the Consortium got into the consultation they wanted to clear out some items. AH has answered some questions, and the Consortium had every right to ask the questions and get answers. JC pointed out that AH did not have all the information. KH said that he wanted to be clear that the Consortium had been seeking a meeting with the company for several weeks to clear up some of the issues about phase 1 and the questions they had, and the Company had been putting them off and putting them off. The Consortium was at this meeting and now the Company was saying that it didn't want to discuss the questions the Consortium had from before or the Consortium going forward.
- 2.18 PD said that he hadn't finished yet. AH would say if he could answer or not. AH had said he didn't know anything about Haven Social Enterprise but he did know about the contracts they do currently in Springburn. AH said that he could talk a little about the commercial process but not a lot about Healthcare. He was doing his best to answer the Consortium's questions. He had to take some issue with what KH had said, because KH had cancelled a meeting that had been in AH's diary for a couple of weeks. KH said that the meeting was never confirmed. AH said that he would not let things just ride when they are not right. KH replied that he had lots of emails from staff saying that they couldn't get that date because AH won't do it.
- 2.19 PD asked what had happened to Springburn's contracts for wheel chairs for the NHS. AH replied that the contracts Remploy had for the NHS were framework contracts and it worked by allowing member companies to supply products on a framework to a guide price and specification. There were no specific numbers. It was that Remploy could supply those types of goods along with other companies. JN said it was that Remploy was a preferred supplier. AH replied that it was a bit like that, it wasn't a call off. PB said that there was a slight twist because R Healthcare was Remploy's only customer because he had a contract to supply all the products. PD said Simon Webster had all the contracts, so he was in control. what he did was look at the viability of Springburn and look at another company up the road where he didn't have to buy it, and it was a partnership agreement with them and then all the contracts went there. Asked whether R Healthcare would dissolve if he didn't have the partnership with Remploy. PB said that the arrangement would go on to 2015. AH pointed out that R Healthcare could buy products from any company it liked and had contracts with various customers around and outside the UK and it employed its own people and acted as a distributor of mobility products. It buys its products from Remploy predominantly. PD said that Simon Webster had no reason to buy Springburn anyway if he had a cheaper supplier. PD asked what Simon Webster's involvement was with

Haven Social Enterprise and asked Roger Station to run it through Companies House. KH said that what Simon Webster did was to block anybody else from getting it. PD said if Simon Webster had all the work, where was the TUPE transfer. PB said that he had asked the company and they said the work was not similar enough for a TUPE transfer. AH commented that the Unions had mentioned a company earlier, Greencare, and he believed they had the same contracts and the same opportunities to supply products to the NHS. PB said that was until they were banned from the commercial process. AH said that he disputed that. PB said that he didn't know Greencare. He wanted the best for his members in Springburn. He would love to say AH was right but the Unions couldn't get any information. PD said that the contracts were eventually going to the NHS. AH said most of them were. PD said he wondered if the NHS Directors knew that disabled people were being put out of work. Haven Social Enterprise may well employ people. PB said that if you looked at R Healthcare paperwork it was almost an exact copy of Remploy paperwork. Haven Social Enterprise had said to him yesterday that their customers were unsure about wheel chairs and future quality. The NHS were already asking about the available jobs. PD stated that was why Haven Social Enterprise were offering jobs to Remploy employees so they could say that the same employees were doing the work so the quality would be all right. AH said that was PB's understanding and he needed to go to R Healthcare who could give other reasons.

- 2.20 GW asked the Company if they had seen the Scottish Daily Record which said that the fate of Springburn had been sealed one year ago as part of a secret deal. AH said that he didn't know where that article came from because there had been a proper commercial process run and there had been various bodies that had seen what came through and they had decided what provided best value. He did not know where the paper got one year. GW replied that it was in the paper that day. It was also going to be tabled in the Scottish Parliament.
- 2.21 JN stated that it had been a shambles in phase 1. 27 factories were going to close because the Company had already decided they were not viable. There were 9 put to one side. Wigan was not in the 9. Why not if it was seen as commercially viable. AH replied that it was because they were not seen as commercially viable. 9 had bids come in. 9 had bids but most of those bids had failed and collapsed. All of the 27 had been deemed in the first KPMG report to be not viable.
- 2.22 JN said what about Chesterfield, Springburn and Barrow. AH replied that in those circumstances, the people who came in had said they needed to make changes to make them viable. In Barrow AH understood that they wanted to put more products through it, manufacture more to make it more viable. JN asked what was going on now with Chesterfield. AH stated that the Company were in negotiations to agree a deal with R Healthcare. JN said that it had taken three months so far. PD said that if the Company was in negotiations still with Simon Webster, why was Simon Webster allowed to talk and discuss the terms and conditions with union members and with the trade unions. Simon Webster had met with them only the

previous week. AH replied that it was because the Company had said Simon Webster could talk with them about the measures he envisaged under TUPE. PD said that the Company should stop Simon Webster talking to anyone until he has signed up. AH repeated that any meetings arranged by the Company were under TUPE regulations. PD stated that TUPE only started on the day he signs. JC reminded the Consortium that the Company had said that if he envisaged any measures he needed to let the Unions and employees know. PD stated that the Unions were not going to agree the changes. Why were they talking to someone who had not signed a deal. JC replied that the Company was not envisaging the measures, Simon Webster had the proposed measures so he needed to consult with the Unions and the Unions needed to talk with them. PD objected, saying that Simon Webster was not the employer because he had not signed a deal. PD stated that the GMB unions would have to tell Bob McNeil not to talk to Simon Webster. JN stated that was the issue. Simon Webster was trying to agree a deal with the Unions before he had signed a deal for the business. Simon Webster had to sign a contract with the Company first. JC repeated that Simon Webster had a duty to say what measures he envisaged. PD asserted that the Company was not protecting the terms and the people. The Company was letting Simon Webster try to come to a deal with the Unions. JC replied that there was an obligation on the Company to facilitate discussions with the new employer on the measures they envisaged. PD demanded that JC showed him where it said that in the legislation. JC was saying that people who didn't employ their members could talk to them about terms and conditions. JC repeated that what should be discussed were the buyers measures. The Unions had said that they would talk to the buyer and then there would be consultation after the transfer.

2.23 JN said that AH and JC had seen the bid, they had seen how many jobs Simon Webster would keep, what he would pay for the equipment. AH said he had not, and the deal had not been signed yet. KH asked what would happen if Simon Webster came back to the Company in two weeks' time and said he had now decided that he would keep only 10 employees. Would he get away with that. KH said that he didn't know who was doing the commercial process because AH and JC keep saying the company. JN added, or would it be looked at again for the tax payer. AH replied that if one looked at the commercial process and the APA, one would say a certain number of people would transfer and then the company would only pay for the redundancy costs for a certain number of people. If the bid said they wanted 50 people and there were 60 on site, then they would only get redundancy cost for 10. JN said that it would help the Consortium if AH set out where he stood on the tax payer and the number of employees. AH replied that there has to be a positive value. JN said that was what they were talking about with Chesterfield, how many employees were on site. JSt replied that some were Remploy and some were R Healthcare. There were 14 R Healthcare. PD stated that Simon Webster had declared that he wanted to make 40 redundancies. JN added that the Consortium wanted to know what the value would be of that to the tax payer. AH replied that the Company had that they would take the Consortium through that at a future meeting. JN said that would be when

**Company to
arrange
presentation**

<p>consultation started in January. Esther McVey said it would start in January. JC and AH replied that the collective consultation was started on 19 December. KH commented that the Company had already said that the government makes the decisions.</p>	
<p>2.24 PD requested that his question be minuted exactly. “The trade unions require to know how the Board of Directors of Remploy have allowed two senior managers in Remploy to begin negotiations whilst working for Remploy, with an outside company with a view to setting up a mirrored company that would do the work that Remploy Wigan previously did. And why they have been sold the plant and machinery on the factory premises on a rental basis thus avoiding all the TUPE regulations to the previous employees at Wigan.” PD continued, stating that he believed the Company had broken massive amounts of legislation and that he believed there was a massive amount of corruption, the same at Barrow and Springburn.</p>	<p>Company to respond</p>
<p>2.25 BD said that he wanted to say something. He was dealing with people who were not clever enough to operate computers. It was good for the 14. But not for the ones who did not have a job. The married woman, the one parent family, the ones with learning difficulties. AH and JC were telling him that they didn’t know anything. They were telling him that one of AH’s work mates had nothing to do with Wigan after BD told AH that Wigan Remploy had a chance. AH said there was no chance. BD said they were making money and AH rubbished it and a week after three of AH’s work mates you said you didn’t know anything about had it. It was no good AH sitting there and smirking. LW interrupted, saying that he had to be honest and that the way AH and JC were acting when BD was making his point was despicable. The pair of them were smirking. They were playing with peoples’ lives and they had shown that all the way through phase 1 and they could do nothing other than sit there and smirk. AH said he wanted to respond to that. He was not smirking. For the record, JC had asked him a question and he responded to that. It was a response to JC. He was not doing this lightly. For the last hour he had tried his best to answer questions to the best of his knowledge when he was not involved in the commercial process and he resented that BD and LW were making out he was smirking because he was not.</p>	
<p>2.26 PD said what had not been answered was how the Company had allowed two of its managers to conduct all those negotiations when Remploy were paying them. They had been negotiating with other directors. AH said that he didn’t have the facts. PD said AH should go away and ask them. JC asked if PD had asked the individual concerned. PD replied that he was Remploy’s manager, he had been working for the Company. JS said that David Liddle had also been working for the Company. PD said that it was not after Phil Hubbard had left, it was while he was working for the Company. It said nine months, he had finally done a partnership with Red Rock. AH confirmed that he would check that and also check when the Company did any negotiations with Red Rock. PD said that AH might not have known then, but if a manager had used Company time what was the Company going to do about it. Would they ask for his redundancy back? PD believed it was the same situation as Barrow. JN said that was the</p>	<p>AH to action</p>

<p>situation, Phil Hubbard had all the commercial information about the site, and had been in negotiations with Remploy. It could not be right and it was commercially wrong. JSt stated that the information was on the web site. Red Rock signs a deal with Remploy.</p> <p>2.27 JN added that it did not take account of the Sayce report. The Consortium had stated earlier in the meeting that there had been no support for social enterprises. All of it had been about how fast could the Company close those factories. There had been no consideration about whether any of the factories could be set up as social enterprises or be management buy-outs. If people had an interest they should do that and be given the time to do that. AH replied that all he could say was that the process emerged to handle the commercial sale of factories and assets. We ran the commercial process first for businesses as a going concern and when there were none or bid collapsed they went in to asset sales. All the challenges had failed to show that the Company did not run the proper process. Any misconduct or improper behaviour, when the Company has had the information it has taken the appropriate action. The Unions have mentioned one person and there has been no evidence. KH said that the Company had not investigated that. AH replied that the Company had. It was in the minutes. The Company contacted Toby Perkins' office which said there had been no contact. JC reminded the Consortium that the Company had asked them to provide the details and the evidence. PD said that the Unions would talk to Toby Perkins. The Company had said there was no record. AH clarified that the Company had said that there was no evidence of misconduct. PD stated that Toby Perkins has told the Unions that he met with Steve Jones at Simon Webster's request in London, and that the discussion was around the acquisition of Chesterfield because it was in his constituency. AH replied that was not the Company's understanding of the meeting. PD asserted that he had it in writing. JSt confirmed that the Unions had it in writing, and that he had sent it to AH. AH and JC said JSt had not done that. It had been minuted that he was to do that but it didn't come through. GW suggested that rather than saying someone did not send something it might be better to say it was not received. AH suggested that perhaps people should not say that they sent it. PD said that JStr would have a record of it going out from his system.</p>	
<p>2.28 PD summarised the outstanding issues.</p> <p>2.28.1 Barrow – what compensation would the company pay to employees and what action had it taken about the data that had been given to another company. PD asked if the Barrow deal had been signed. AS sated it was signed on 7th December 2012. JC added that the deal completion had been announced on 10th December.</p> <p>2.28.2 PD said the Unions needed more transparency about what has gone on at Springburn and would ask the Company to have another look at what has gone on. It seemed very suspicious that a company could withdraw on the basis of issuing contracts to another company. That had to be a breach of TUPE. The work has gone to somewhere else in the UK and the people were being made</p>	<p>Company to respond</p> <p>Company to respond</p>

<p>redundant. PD asked the Company to explain that to JN, KH and GW how that can be best value.</p> <p>2.28.3 In terms of Wigan the Unions wanted a full company investigation. Somebody in the company must have known that was going on. Their web site had the logo of Remploy. The Company didn't give union members the opportunity of working for those companies because the Company fired them all off. It will be very interesting when it gets to Tribunal. Then the company took the assets and took at least 50% of them back on. JN added that it helped the case in discrediting the company and the Company did not handle it well. PD stated it was a specific case. Also how did they get the contracts. JC asked PD to clarify how did who get the contracts. PD replied how did this company get the same contracts. TG stated that Phil Hubbard and David Liddle had all the inside information on the contracts because they were managing that business. TG added that to be fair he had all the information, wage subsidy etc and I looked at it all and still could not do it. He had set up a social enterprise and there was a clean break. He was unsure how Phil Hubbard set it up so quickly. It can't be right that he didn't tell us. He should have been done with. There was a chance that Wigan could have been set up as a viable cooperative. PD added that it also set up a question about the selection of 14 people. TG continued, saying that part of Wigan could have been viable, not all of it. It should have been looked at by Remploy because there were different teams.</p> <p>2.29 AH reminded the Consortium that the way the Company looked at it was to offer up the data so people could decide if they wanted to put in a bid for any part of it. 36 sites were ear marked for closure because none of them were viable. JN said that was based on the massive overheads they carried. AH reminded the Consortium that there had been presentation from KPMG that said if all the overheads were taken out those sites were still not viable. JN said that he challenged that because consultants would tell you anything and you see it to the TU all the time. AH repeated that the Company invited people to come forward and make bids. TG stated that they were not encouraged to. AH replied that they were given the information.</p> <p>2.30 PD said that the Consortium had asked for information and they would prefer it to come from AH and JC. JN added that the Consortium would like the information to come before collective consultation started in January. GW said the Company was starting consultation before Christmas. JN asserted that it was not starting on 19 December. GW stated that the majority of people would be closed for Christmas so if the Company insisted on starting consultation now it should look at adding on time at the end. JC replied that GW made a good point and if the Consortium look back to stage 1 the Company extended the consultation beyond the 90 days, recognising the Easter holiday period. For stage 2, if the Christmas holiday meant that the collective consultation could not be completed within the 90 days then the Company could consider extending it. KH</p>	<p>Company to respond</p>
---	----------------------------------

restated that the Consortium would not start collective consultation until January 2013. PD said that Esther McVey would have to present a change of date back to Parliament. JN said that the Trade Unions would end on Friday and they had two weeks off for Christmas and the New Year, and the company had as well. The point the Consortium was making was that if collective consultation started on 19 December there would be two weeks when it would not be possible to consult. JC replied that she thought it appropriate that collective consultation started on 19 December because if it did not it would mean that it didn't start until one month after the announcement. JC added that the Remploy Board ran the Company, not the Minister. JC added that the company was only closed for three days. PD stated that JC was not the Minister and she was not responsible for misleading Parliament, but JN has just offered the Company a way out. JC acknowledged that and said that in terms of possibly extending the consultation period and absorbing the three day Christmas break she was happy to consider that. PD replied that the Minister would still have to take it to Parliament.

- 2.31 KH said that JC was a mean bugger, she was trying to rob people of one month's money. She was a mean bugger who was trying to rob people. JN proposed that if both sides could agree around the table that because of the festive period 10 days would be added on, it would be OK. JC replied that she would not accept an extension at this stage but that it could be reviewed as we moved through consultation. KH said that there was no point going over it again, the Company had done this in stage 1. JC pointed out that the Company ended up on nearly 110 days for collective consultation in stage 1. The Company was not being unreasonable. LW said that if JC was talking about last time, at the last meeting between the Company and the Consortium PD had asked JC if they were still in consultation and JC said yes, and then a week later JC emailed him and said it had finished. LW said that he had to be honest with JC and that he would not trust her if she said that it was Wednesday and he would have to look at three calendars to make sure.

3. Future Consortium structure

- 3.1 KH said that there were issues the Consortium wanted to deal with which was why they had requested a meeting. The Consortium had a full time convenor and a deputy convenor. When the Consortium last met with the Company met in London, the Consortium made it clear that TG had taken on that role due to Steve Sergeant's unfortunate illness and the Consortium expected him to stay in that role. JC agreed with the Consortium and it was understood that as TG was leaving the business, JC would have a discussion with him about him repaying any redundancy payment and getting it later, or reemploying him without him having to repay his redundancy. JC had since come back with a story about other unions challenging it. JC said that was incorrect. What she had said was that the Company could be setting a precedent in that particular circumstance and the Company had been taking advice. KH stated that the Company had done that before. Louise Parry had been given full redundancy plus an enhanced rate and then she came back. JC replied that

JC to action

it was not the same circumstances. KH disagreed, saying that it was the same. JC said that she would not debate the matter. JC stated that she would write to the national officers and give them the full details of what has been advised if TG agreed, because it was about TG. JN said that JC needed to write to TG. TG said that he wanted to come back and work for Remploy. It was a deputy convenor job. He was asked by the company an hour before he finished, after he had had his redundancy pay, he had his P45. TG stated that he had agreed to repay everything back and the Job Centre had suspended his claim. TG stated that he understood the process now from the other side. The problem was that we have different demands. TG wanted to stop on. TG stated that he would be suing for unfair dismissal because he should not have been made redundant when he was. GW said that he didn't understand what JC was saying about setting a precedent because the Company was only going to close EB once and do things with the rest of the business once. But in two years' time it wouldn't be relevant. In terms of how things went forward, TG had a lot of knowledge of the processes, a lot of knowledge of the Consortium. He has the respect of everybody and the very difficult processes over the next few months would be much easier if he continued and from that perspective it would be in the interest of good industrial relations. How it was done may be down to a discussion between the Company and JN. The benefits for both sides would far out-weigh any risk of setting a precedent.

3.2 PD stated that it had been agreed to keep the convenor and deputy convenor at the meeting in London. TG was asked an hour before he finished what he wanted to do. It would not be a precedent and not an ordinary job. The position was deputy convenor. PB would come in to it at some stage because he was dealing with Scotland. The Company had an obligation to satisfy their agreement with the Unions. The Unions had put a name in and the name was TG. He had been doing the job for however long and that should exclude him from redundancy until the last of the GMB members had gone. TG would do the Company more good with his experience of setting up cooperatives because the Unions would be pushing the Company to not bring in asset strippers but to encourage social enterprises. PD stated he would be asking Liz Sayce why her recommendations had been ignored. The Company was doing nothing to start setting up worker cooperatives and social interests and TG could give Union members that help. The GMB had moved on miles since the York cooperative was set up with no finances, just on the will of the unions. TG had now got quite a sophisticated system of explaining the help that was needed and the Company should not turn that away. The Company should honour the commitment given to the Consortium some time ago. It could be done any way the Company wanted – TG paying back the money or a fixed term contract to the end but the Consortium wanted to keep the deputy convenor role and that was TG. And with that came some protection like it did with the convenor. PD suggested that there should be an adjournment for lunch and the Company could consider it. PD restated that it would benefit the Company and the employees. If there was one factory that TG could lead through the process of setting up their own business then it would be of benefit. JN commented that the employees also had to have the will to do it. PD said that he was asking the Company

Company to respond

as a formal request that TG was kept on. Tina Brown would run the cooperative so TG can concentrate on getting benefit for the Unions. TG stated that he would not be doing a dual role. He knew how to get a company registered, and set up for VAT. He wanted to help union members to do it. He wanted to help people to do what David Liddle had done at Wigan. TG said he wanted the Company to let him talk to people and tell them what he had done and how it could be done. How to get a grant because they would need finance for that as well. TG said he thought there was more benefit from it.

3.3 PD stated that there is another element which was that TG had been a staff convenor, had always been a staff convenor and the GMB Union had people all over ES. MW does that but those people would be left for a considerable amount of time and TG would be representing them over a number of areas and the Unions were asking you to recognise that. JN said that he wanted to back up what TG had said about his experience in setting up a cooperative in Leeds. The GMB had just written out to Councillors and asked them to support people who had been made redundant, and pushing them to set up social enterprises and cooperatives in their areas. The GMB Union was looking at a number of angles and TG was very important in that. There could be factories that the Company didn't were viable. It was important that the Company considered this carefully in the break.

3.4 PD said that while the Company was in the adjournment, they should consider that they had put at risk all 26 sites in CCTV and there was only one Union person who was JS. PD stated that the Company was very lucky to have JS because most of the time he has spent on TU activities has been when he has come off his night shift. The Unions were going to have 26 consultations and people could be transferred over and PD had asked JC to release JS to do full time for TU work yet the Company said that consultation started on 19 December. If that was the case there were 26 CCTV sites with GMB and Unite members and JN and KH didn't have the time to get around them and the Unions wanted to use the guy that the Company has recognised for CCTV. Every other company did it, Remploy were not the only company in consultation. Other people got full time release for large scale redundancies. So the Unions wanted some common sense and decency.

The meeting adjourned at 1.15 pm for lunch

1.55 pm MW came to the break out room where the company had adjourned to and said the consortium was ready to reconvene. At 2.00 pm MW came to the break out room and said the consortium needed another 10 minutes or so. At 2.50 pm MW came to the break out room and asked if the company was ready, and that the consortium had been waiting for the company. The company said that it had been waiting for the consortium to confirm they were ready to reconvene. SS left the meeting during the adjournment.

The meeting reconvened at 2.55 pm

3.5 JC told the Consortium that the Company was not going to respond to them regarding TG on the day. The Company needed further clarity

around the Consortium and what that would be like going forward rather than picking off individual roles. The Company would like to have a discussion around that going forward. JC stated that she wanted to take advice on further information she had just received from TG. PD asked why JC did not take a decision for once, she was always taking advice. On the Consortium the Unions felt it was clear. LW was the convenor and the Company had agreed to that. The Unions were asking that TG be kept on as deputy convenor. MW would be heading up ES representation for the GMB along with help from other people. The Unions had asked for release for JS for CCTV, and he had helped in Lancashire and there were still have factories in Lancashire in the consultation. So unless the Unions recruited another Consortium member for Lancashire it would all settle on JS's shoulders. IC would represent Union interests in Norwich and he was from Unite. WR would be looking after the staff in Wales and helping out with other staff like automotive. LM is the Unite representative in Scotland. JSt is the GMB representative in Yorkshire. PB is covering Scotland. CC is representing Community interests in general. PD said that it was still quite a big geographic spread and the Unions had to look at the one factory left in the north east which was Sunderland and JSt was probably going to do that and help out in other places such as Coventry, Birmingham and Derby. Those sites might not be at risk but they would still be taken out of Government control and there would be TUPE and we know some managers are still on with preparing their bid for automotive. LW would help with automotive too. That was how the Unions saw the Consortium. So to have a deputy convenor and a convenor and JS released to deal with the 26 CCTV was not an unreasonable request. The Company had the information it had requested. JC thanked PD for the information and said that the Company proposed to come back to JN and KH and GW in the New Year.

Company to action

- 3.6 PD stated that there was a priority to deal with the deputy convenor. KH suggested that there should be an adjournment and then the Company could come back and tell TG it has been agreed. AH replied that the Company could not do that. KH responded that the Consortium would go home now. If the Company couldn't agree something like that at a meeting they need to bring the people who would. AH and JC had no authority, and any meeting should be between the people on each side who would make the agreements. AH and JC obviously did not have the authority. It should be a director of the company at the meetings. The Consortium had assumed earlier in the year that JC was a Board Director but when they got the Board report they could see she was not. In 2008 the Company had the decency to put proper directors in to the consultation. It was shabby treatment of the Unions and they were not being treated properly. AH said that was not acceptable. People like KH and GW had been nominated to be national officers on the Consortium and they did not hold those positions. KH replied that he had the authority to make decisions and take it back for ballot if necessary. AH responded that he and JC had the authority too. KH commented that they never took or showed any authority, everything was taken away for advice. LW asked what was so complex about agreeing the role of deputy convenor. If that was a complex issue AH and JC were going to struggle during the

consultation. AH replied that the complex issue was that in this particular case the person had taken redundancy. BD added – or made redundant. KH said that it was something that had been done several times in the past. PD said that the Company was saying that the consultation started on 19 December. If that was the case, then the Company had to honour its agreement and put in place today the organisation that would help the Company to get through the consultation. The Unions had made a reasonable case for JS. It was more than 26 CCTV sites, it was Lancashire as well because BD had been sacked. That was a decision the Unions had made. If the Company was saying JS couldn't have the time off, the Unions would deal with that at the Minister's meeting and the Unions would get solutions. JC said that she was not saying that. JC had been asking since October for a proposal and now the Unions were asking her to give them a response in one minute. PD said they would go through the names. JC replied that she didn't want to pick people off. PD asked if JC was giving notice that the Consortium had gone. JC said she was not doing that. PD stated that the Consortium expected that body. Was JC giving them notice for that seat to go, MW? JC said that she was not giving anyone notice. KH said that he would not start consultation until the Company agreed this. The Consortium would not start consultation until it knew this.

- 3.7 JC made it clear that she was not making a decision during the meeting. TG had given her additional information and she wanted to take advice on that and consider it, and then she would come back to the Consortium. KH asked PD if JC had come back to him in London and say there was a problem in London. PD said she had not. JC said that she had not agreed in London to TG staying. JC asked if KH had read the minutes of that meeting because they showed she had said she would speak to TG. KH said he had not seen the minutes and then said he had not read the minutes. PD said that whatever was in the minutes, JC spoke to TG and he was a deputy convenor. The Unions couldn't start the stage 2 consultations until they knew who the Consortium were. JC said that it was up to the Unions to decide who was in the Consortium. JC was not refusing JS as a Consortium member. Nobody from the Company had said at this meeting that he would not be given time off for unions duties. PD said that the meeting might as well adjourn. Then AH and JC could come back and the Unions would know who could talk to members and members would know who was representing them. The Unions wanted to talk to people about setting up workers cooperatives. The Unions want TG to go and give his presentation. The Unions knew that TG would do that whether or not he was employed by Remploy. JS needed to go and talk to the union members about the CCTV contracts and the Company was stopping the Unions going and representing people on the grounds of TUPE. JC repeated that the Company had not refused JS time off at this meeting. PD replied that the Company had said last time that JS could have time off and then he was restricted. JS had been working nights and then working through the day on union duties. JC said that she was not aware of that. AH said that the Company would check the minutes. PD said that the Unions didn't want to go over that again. JC said that if JS was having problems doing his union duties then it needed to be flagged up to the Company. AH asked the Unions how many members they had have in

<p>CCTV. PD said there were 200. JS said there were 180. AH asked how many union members there were, rather than the number of employees in the CCTV business. PD said that there would be more than 50% of the number in the business. JS stated that the Unions had never been able to move on it in CCTV. They had tried in several ways but Steve Jones blocked them. The Unions tried to get working parties together, a system to go. Managers would say that the clients would object to the Unions going in, and said that they would need CRB checks, but that was not true. JS stated that there were union members in CCTV who had joined of their own accord and the Unions were not allowed to speak to them. AH said that is the Unions let the Company know how many members they had in CCTV then the Company could answer the request for JS to have time off for unions duties. PD asserted that the Company didn't want CCTV to be represented by the unions. AH said that the Company wanted union members in CCTV to be represented. PD said that it was not just about CCTV – the Burnley site had 100% union membership. Heywood and Blackburn had high levels too. JS stated that all three sites had 100% union membership. PD added that JS was also dealing with people the Company had have already dismissed because the Company wasn't doing anything and JS had visited them socially. KH stated that Julie Haynes had told him that union members had been told that all support for them had ended and they now had to go to Shaw Trust. JC asked the Unions to send her those details because that was very important.</p> <p>3.8 GW said that there was a question of CC's release, where an idea was needed of what release would be appropriate because the Community Union had other factories in Scotland with members and obviously CC had a national remit. JN inserted that CC had a Scottish remit.</p> <p>3.9 MW asked if there any mileage in TG and JC having a chat while they were both at the meeting. PD asked what it would be for. JC had gone back on her word. Why embarrass TG more. MW said that he had asked TG and TG said he felt it was a good idea. TG added that he would talk with anyone. PD stated that there was no point in talking with people you didn't trust. It was disgusting what JC had had done. One of TG's managers talked to him one hour before he left and told him he could stay if he wanted to. He was given his redundancy and P45 without any notification. KH asserted that the Unions had been told it was because of potential union issues and JC denied it. PD said that the Consortium had not started consultation at this meeting because the Unions didn't know who the Company was going to speak to. JN said that the Unions did know that, because the Unions had named them. What the Unions didn't know was what release each person had. PD said that the Unions didn't know if the name had been accepted for one of the team. The ball was now in the Company's court, not the Unions. JC said that the issue was about TG's employment, and that was why the Company had take advice. JC was not denying the deputy convenor role or that JS could be released. What JC needed to know was the basis of JS's release. JC had further information from this meeting like JS's involvement with Burnley, Blackburn and Heywood. JC stated that as far as she was aware, the Company had never denied anybody time off to do their duty. If JS had an issue she wished he had come to speak with AH.</p>	<p style="text-align: center;">Unions to action</p>
---	--

JS said that was what he did before but AH had a bereavement in his family and he said he would pick it up but that never happened. PD said that the Consortium was at the meeting to try and sort out proper representation so union members can benefit from decent representation with the new companies that come. The Company had seen it for themselves. The Barrow buyer was going to cut every single benefit until the Unions threatened legal action. The Company's first job was to mitigate job losses by looking at vacancies elsewhere in the business – ES and Birmingham, Derby, Coventry. The Unions needed to represent those sites too. The Unions needed to know who was going to do that. The employment of TG was for the Company to undertake because he was the Company's employee. JC said she had explained that was difficult. PD said that JS was the Company's employee and he needed to be released full time. JC said that when JS had any problems in the future he needed to let AH know. AH said that JS needed to let Richard Williams know. JC repeated that JS needed to let Richard Williams know. KH stated that when Banbury closed the Company released Louise Parry and then within weeks of redundancy took her back on. The Company would do it for one of their people but not for the shop floor. Susan Black in Scotland was another case. JC said that she was not disputing that it had been done with Louise Parry. KH asked what the difference was because the Company had done it three times that he knew of. In fact one person got taken back on, got made permanent again and got redundancy again. JSt said that had been David Shaw. KH said that it smelt of discrimination on the grounds of union activities. The Unions had so many examples of that. JC said that the information about David Shaw and Susan Black was helpful information because she had not been aware of that information. It would now be considered. JC stated that she was not prepared to give the Unions an answer now, she needed to consider the information they had given her, she needed to talk to TG and she needed to take legal advice. PD asked why JC needed to take advice. JC replied by asking PD how many Tribunals the Company had. PD said that there were 700 from GMB, 600 from Unite. JC said that was why the Company needed to take legal advice. PD said that no doubt the Company would get more. AH added that was why the Company had to look at the additional information it had been given. PD said that the tribunals were unfair dismissals in the main because the Company did not apply voluntary redundancy. KH added that the Company also did not apply previous voluntary redundancy terms from 2008 and 2011.

- 3.10 PD asked if it could be agreed that there was a deputy convenor position. JC confirmed there was. PD asked was it the Unions' job to put a name in the box. JC confirmed it was. PD said that TG had been made redundant without being told the money had been put in the bank without him knowing. TG had offered to pay it back, he had said he would come back without it setting any precedent. JC said that the Company would not make an arbitrary decision without taking advice. GW said that to be fair to TG, comments had been made about potential claims he could have and his reinstatement would completely remove the basis for that claim and GW thought that TG would argue in the circumstances that as an employer you would be acting reasonably to maintain him in that role

which would absolve the Company's duty under Polkey. TG was potentially yet another claim on a different and more serious basis and the Company had an opportunity to avoid that. GW said he had made the point earlier that it would be in the interests of good industrial relations and it would give the best possible chance of a positive outcome for the employees affected. It would make it very difficult for the TU if this hurdle can't be got over. JN stated that the Unions had made all the arguments prior to the adjournment. Was JC saying that the Company would not make a decision on 19 December. JC replied that for the record, what she was saying was that the Company was considering the Unions' proposal. The only thing the Company needed to consider was TG. Everything else was confirmed. There was one important consideration which was that JC thought TG's situation should not be discussed in an open environment. PD said the Unions were happy to do so because it was completely transparent. The Unions were all agreed that TG should come back and he should never have been made redundant because he was the deputy convenor. PD stated that he did not know why JC had gone back. The Unions needed to know what the make-up of the Consortium would be. JC said she had assumed that there would be three union officers and they would be JN, KH and GW. JN confirmed that, adding that he would become the Consortium secretary and KH would remain as the Chair. It was only TG's position that remains to be resolved. JN asked JC when she would you come back to the Unions. JC said it would be as soon as possible and would JN be around on Monday. JN said he would not but JC could telephone him. PD said that the Consortium should not slip up, they should get a date in the diary for the consultation in January.

- 3.11 KH said that he also understood a date was needed for a stage 5 collective grievance for Leeds. JC said that it was not a grievance, it was an appeal against redundancy. TG said that it was going to be stage 2 but at the last collective consultation meeting in London it had been agreed it would be stage 5. JC said that she hadn't been aware of the circumstances at the meeting and when she got back to the office she was given more details. TG asked where it sat if it is not a grievance. JC said that her understanding was that it was an appeal against redundancy. TG said that he believed it was a grievance. KH stated that it was a grievance about not complying with the Accord. GW stated that if it was a grievance it should have been heard before making them redundant. JC replied that as far as she was concerned the Company and the Unions need to deal with the issue at Leeds. It needed to be done as quickly as possible, but it had not been appropriate to deal with it today given everything else that had to be talked about and it needed to be given the appropriate time. PD said that it was a collective grievance, and it couldn't be changed to an appeal. It was agreed because of the time scale to go to the last stage with the claim with JN putting the case on behalf of the GMB with TG. The Company and Unions should set a date at some stage today. The Unions had gone to stage 5 to get something done quickly. If there was no agreement then both could consider what was done next. TG alleged that unions would have reached Tribunal by the grievance was heard. PD pointed out that the unions needed to say to the Tribunal that they had gone through the process. JN asked JC if she was in a position to set a date for early in

January. JC replied she was not, because she was not the person who was going to hear it. PD said it could be JC and AH and GW. KH said it could not, it had to be a company director so it can't be AH or JC. JN suggested that was put that to one side.

4. Dates for future meetings

4.1 It was agreed meetings would be held on

8 January – Coventry. Start 10 am

17 January – Coventry – full day to allow for relocating a pre-arranged meeting

30 January – Coventry – start 11 am, unions to have a pre-meeting

5. Future meeting topics

5.1 JC proposed that the dates for February would be agreed on 8/1. JC also proposed on over the three agreed dates someone would attend to talk about the commercial process. PD suggested that it would be a good idea to have someone from the commercial process at every meeting during the process. JC proposed that they be invited when it was known that something was coming up in the commercial process. JC also proposed that Nigel Hopkins would come to a meeting to talk about the finances and funding. KPMG would be invited if the Consortium felt that was appropriate. PD said that the Consortium had asked for the KPMG reports on every factory. JC replied that the information was in the folders the Company would be giving to the Consortium during the meeting. GW said that he thought the earlier KPMG were at a meeting, the better.

6. Further questions

6.1 KH asked whether Coventry, Birmingham and Derby sites were up for sale through the commercial process. AH replied that there would be two commercial processes in stage 2. One would be for the businesses deemed not to be viable, and was likely to be similar to stage 1. The more complex businesses would be taken to market by KPMG through a managed sale process. KPMG would produce a memorandum to market the business and more details would become available on that. PD said that in the Minister's statement and the Company statement it said quite clearly that the employees in those factories were not at risk of redundancy. Did the stage 2 collective consultation include those factories. JC confirmed that those factories were outside the stage 2 consultation process. That meant that if they were not sold, they would have to be part of a separate collective consultation. PD commented that there could be ramifications for the unions because the Government's proposed changes to a 45 day consultation period could come in in April 2013. That could be a disadvantage for employees in those sites. GW pointed out that it would be set as a minimum by the Government. JC commented that the Company couldn't say anything, other than the law was expected to change.

6.2 PD asked whether there had been any management bids to buy any of those factories out, whether individual or as a profile. AH said that he couldn't give any specific information but that he was aware that one of more Expressions Of Interest had been received for the automotive business and those EOI would have to follow the same process as any other EOI. PD said that the MBO might want the unions on their side. The Unions were not against MBO, they were for saving jobs. JC pointed out that it might not just be managers, it could be shop floor employees too. PD said that the Unions would like to support something like that and asked the Company not to shut the Unions out. JN asked AH if he was involved in an EOI himself. Or attached to one. AH said he was not. JN said that there were a lot of rumours around, and those said that AH was are part of a bid.

7. Consultation

7.1 JC announced that the Company was now going to start formal collective consultation and was issuing the Consortium with the documents that complied with s188 and therefore marked the start of that formal consultation. AS handed out the folders to all those present. KH asked if the company would act in line with the Accord and send the details to the regional officers. JC said it would if KH gave the Company the contact details for Unite regional officers; PD and GW had given the Company their regional officer details during stage 1. Failing that the Company could send the details to the Unite HO. AS said that the information would also be sent electronically to PB because he had to leave the meeting before the documents were handed out. The documents included in the folder were:-

- 7.1.1 Letter in accordance with s188
- 7.1.2 Agenda for first collective consultation meeting
- 7.1.3 Terms of reference
- 7.1.4 Consultation document
- 7.1.5 Company statement
- 7.1.6 Written ministerial statement
- 7.1.7 HR1 and appendices
- 7.1.8 Equality Impact Assessment
- 7.1.9 KPMG Supplementary Report
- 7.1.10 Site Data Sheets
- 7.1.11 Commercial Process
- 7.1.12 Commercial Process Expression of Interest
- 7.1.13 HR Policies
 - 7.1.13.1 Redundancy payment policy
 - 7.1.13.2 Maternity / adoption payment policy
 - 7.1.13.3 Pre-retirement leave policy
 - 7.1.13.4 Retirement gratuity policy
 - 7.1.13.5 Process to reshape the business and Q&A
- 7.1.14 Conflict of interest policy

Company to action

8. Any other business

8.1 AH wished PD all the best in his retirement. PD replied that despite all the arguments he had enjoyed working with everybody in Remploy. He would

like to wish the company well but there wouldn't be a company. PD asked the company to always remember that it was disabled people who were suffering through this. They were spending sleepless nights worrying about it. The Company should give any help that it could. It had given some already. PD stated that he thought that for each of the 15 factories that were part of the collective consultation now the Unions we would like to see the opportunity extended to each factory to set up their own business or setting up a workers cooperative. If only a couple came through it will keep some people in work. It had been the decision of the government, not the Company's. It was awful what had happened and when people were at their wits end. You could see people like Michael Durkin who had to be let go at the York Workers Cooperative, going downhill, but now he was back there in a better job he was a different person.

8.2 JS asked about the commercial process. There was no reference to CCTV. JSt added there was no reference to furniture. AH explained that was because they were part of the KPMG commercial process. JSt pointed out that the site sheets were not there either.

The meeting closed at 3.50 pm

**Company to
action**