



# RECOGNITION AGREEMENT

March 2019

## **NEWCASTLE-UNDER-LYME BOROUGH COUNCIL**

### **TRADE UNION RECOGNITION AGREEMENT**

#### **1. INTRODUCTION**

- 1.1 The Recognition Agreement seeks to build on the already established and successful working relationship between Newcastle Borough Council and the recognised Trade Unions for collective bargaining.
- 1.2 The Council is committed to partnership working with the Trade Unions and recognises the value that these conversations add to the business.
- 1.3 As an employer, the Council supports the system of a bargaining unit known as 'collective bargaining'. It believes in the principle of solving employee relations issues by discussion and agreement. The spirit of the agreement encourages working together to achieve their shared aim of enabling the Council to operate effectively for the needs of the communities it serves and reaching its maximum potential.
- 1.4 The aim is to help the Council and Trade Unions to work together to resolve matters that may arise in the relationship between management and Unions. The aim is to build the necessary procedures and arrangements to ensure an orderly relationship to identify and work towards a common objective and to underpin a structure which includes a Joint Negotiating and Consultative Committee.

The Council is committed to promoting and maintaining good industrial relations by:

- Maintaining and improving its Human Resources Policies and Procedures
  - Ensuring a fair and consistent application of collective and consultative procedures for handling grievances, disputes, and disciplinary matters.
  - Conforming to the requirements of employment legislation and related codes of practice.
  - Enabling employees through recognised Trade Union representatives to have roles in the joint determination of decisions that will affect their working lives.
- 1.5 In recognition of this Agreement, both parties declare their commitment to maintain good industrial relations.

#### **2. SCOPE AND GENERAL PRINCIPLES**

- 2.1 In drawing up this Agreement, the Council and the Trade Unions recognise that the Council exists to fulfil its aims and objectives in business efficiency and employee engagement.
- 2.2 The purpose of this Agreement is to determine Trade Union recognition and representation within the Council and establish a framework for consultation, negotiation and collective bargaining.
- 2.3 To facilitate successful working relationships between Newcastle Borough Council and the Trade Unions all parties commit to adopting the following principles:

- 2.3.1 to ensure that employment practices in the Council are conducted to the highest possible standards;
  - 2.3.2 maintaining confidentiality and agreements regarding non-disclosure of information;
  - 2.3.3 to ensure that there are clear expectations for the parties involved in a negotiation or dispute process; namely to resolve disputes informally;
  - 2.3.4 to ensure that disputes are handled at a local level of mediation in the first instance;
  - 2.3.5 to promote a joint vision and promote close cooperation and understanding between the Council and the Trade Unions for the future success of the Council;
  - 2.3.6 building trust and mutual respect for each other's roles and responsibilities;
  - 2.3.7 value current relationships but recognise the benefits of strengthening these so that they are mutually meaningful for each party and importantly the Union members, be open and honest and transparent in communications; and
  - 2.3.8 a shared commitment of adopting a joint approach to good employment practices, working together at all times with a view to reaching agreement.
- 2.4 The Trade Unions recognise the Council's responsibility to plan, organise and manage the work of the Council in order to achieve the best possible results in pursuing its overall aims and objectives.
- 2.5 The Council recognises the Trade Unions responsibility to represent the interests of its members and to work with the Council to identify business efficiencies for improved savings.
- 2.6 The Council and the Trade Unions recognise their common interest and joint purpose in furthering the aims and objectives of the Council and in achieving reasonable solutions to all matters which concern them. Both parties declare their commitment to maintain good industrial relations.
- 2.7 The Council and the Trade Unions accept the need for joint consultation, negotiation and collective bargaining in securing their objectives. They acknowledge the value of up to date information on important changes which affect employees of the Council.
- 2.8 The Trade Unions and management accept that differences are best resolved in the shortest time as near as possible to the point of origin. Managers will routinely consult with both union and non-union members, in their own work areas on matters as set out in clause 4.4 below.
- 2.9 Both parties recognise that consultation is an essential part of the change process. The Council commits to providing reasonable consultation on matters as set out in clause 4.4. below. The Council will give consideration to any points raised during the consultation process and where it is not possible to modify the proposed change as requested a response and underpinning rationale will be given.

- 2.10 The Trade Unions agree to encourage their members to discuss any issues or concerns with their line manager in the first instance to seek resolution. If the issue or concern is not resolved to the Trade Union member's satisfaction then this can be escalated to their Trade Union representative in order to seek support in this matter.

### **3. UNION REPRESENTATION**

- 3.1 The Council recognises the Trade Unions with which it will consult and negotiate with in all matters as set out in Clause 4 of this agreement.
- 3.2 The Council recognises the Trade Unions as the body representing employees for the purposes of informing and consulting the workforce. Informing and consulting employees will take place through Union representatives.
- 3.3 The Council accepts that the Trade Union members will elect representatives in accordance with their Trade Union rules to act as their spokespersons in representing their interests.
- 3.4 The Trade Unions agrees to inform the Council of the names of all elected representatives in writing to the Head of Human Resources within five working days of their election and to inform the Council in writing of any subsequent changes, each time within five working days of the change having taken place.
- 3.5 The Council reserves the right to withdraw recognition to any representatives in the event that; the representative resigns from the Trade Union appointment for which recognition had been granted; the Trade Unions notify the Council in writing that the person has ceased to be a representatives of the Union; the person ceases to be an employee of the Council.

### **4. JOINT NEGOTIATING AND CONSULTATION COMMITTEE (JNCC)**

- 4.1 The Trade Union membership shall be of those Trade Unions which the Council recognise for collective bargaining purposes, currently being GMB, GMB (APEX) and UNISON.
- 4.2 The JNCC shall be governed by a written constitution, which forms part of the Council's Constitution.
- 4.3 The functions of the JNCC shall include:-

#### **4.3.1 Information**

The Council undertakes to supply the Trade Union with the necessary information for it to carry out effective consultation and negotiation. This shall include the Council's employment policies and procedures and proposed amendments and additions.

The Council will additionally supply information on recent and probable developments of the Council and its economic situation.

#### 4.3.2 Consultation

To have proper consultation with Trade Unions and employees to enable feedback and discussion before decisions are taken concerning matters directly affecting the interests of the employees as set out under clause 4.4 below.

The Council will additionally consult on the current situation, structure and probable development of employment in the undertaking, especially any threat to employment, and on changes in work organisation or contractual relations, including redundancies and transfers.

Whilst consultation will always be conducted with the aim of achieving agreement, for avoidance of doubt, consultation does not require both parties to agree.

#### 4.3.3 Negotiation

To negotiate and seek to reach agreement on all issues pertaining to the matters set out under Clause 4.4 below.

Whilst negotiation will always be conducted with the aim of achieving agreement, for avoidance of doubt, negotiation does not require both parties to agree.

4.4 The following policy matters shall be the subject of consultation and negotiation:-

- a) terms and conditions of employment and physical conditions of work;
- b) engagement or non-engagement or termination or suspension of employment or the duties of employment, of one or more workers;
- c) allocation of work or the duties of employment as between workers or groups of workers;
- d) matters of discipline;
- e) a worker's membership or non-membership of a trade union;
- f) facilities for union representatives
- g) machinery for negotiation or consultation and other procedures (including grievance procedures) including recognition of the right of a trade union to represent workers in such negotiation or consultation.

### **5. RESOLVE COLLECTIVE DISPUTES**

- 5.1 In order to resolve collective disputes arising from a failure to agree in the negotiating forum, there shall be a timetable of meetings, involving representatives of the Employment Committee, to seek to resolve any dispute. Both the Council and the Trade Union will be entitled to have advisors at any dispute meeting, subject to the agreement of both sides.
- 5.2 Where a matter cannot be agreed by both parties this will be referred to the regional Trade Union representatives and/or external reconciliation.
- 5.3 Where the matter remains unresolved and is within the remit of the Council's policy, the Executive Director (Resources and Support Services) in consultation with the Chief Executive and the Leader if appropriate will make the final decision, as specified in Appendix 4 (Scheme of Delegation) of the Council's Constitution.

## 6. **COLLECTIVE BARGAINING PROCEDURE**

- 6.1 The Council agrees to meet all of its responsibilities in discharging agreed requirements arising from the National Joint Council for Employees covered by the Green Book, and any current local agreements.
- 6.2 Matters are subject to National agreement, such as the key national provisions outlined in Part 2 of the Green Book. (Part 2 - Key National Provisions i.e. pay and grading / maternity scheme etc.), where there are no recognised local agreements.
- 6.3 A process of collective consultation will be appropriate where changes are planned to working arrangements which are proper for discussion at Council level. This will include matters covered by Part 2 and Part 3 of the Green Book which are not specified in detail or where the matters are covered in Part 4 of the Green Book. (Part 3 – Other National Provisions i.e. car allowances, child care and dependants).
- 6.4 The Council commits to full consultation with affected Trade Unions should there be an intention to move away from some or all of these national frameworks or local agreements.

## 7. **PAID TIME OFF**

### Trade Union Duties

- 7.1 Representatives engaged on employee relations business on behalf of their members will be permitted to take reasonable time off during working hours without loss of pay for the purposes of:
- a) consultation and negotiation relating to terms and conditions of employment;
  - b) consultation and negotiation relating to the termination of employment of one or more employees;
  - c) meetings of the Joint Trade Unions prior to the JNCC;
  - d) meetings of the JNCC and Health and Safety committees;
  - e) accompanying their members at interviews and meetings concerning their employment, including redundancy consultation, attendance, capability, grievance and disciplinary matters;
  - f) preparation for and attendance at meetings with the employer e.g. JNCC sub groups;
  - g) meeting with full time Union officers;
  - h) meetings of representatives.
- 7.2 The amount of time required by Trade Union representatives to undertake their duties and activities will vary according to the position and role of each representative and current issues they are dealing with.
- 7.3 Other duties shall be agreed with the employer as appropriate.

Trade Union Representatives

- 7.4 A reasonable amount of time will be given to Trade Union representatives to undertake their duties and activities which will vary according to the position and role of each representative and current issues they are dealing with.
- 7.5 Representatives should give at least 3 working days' notice or have a pre-agreed arrangement with their line manager when requesting time off for Trade Union duties and meetings to ensure the service is not adversely affected.
- 7.6 Requests can be verbal but must specify the date, time, intended location and reason with an assessment of the likely duration.
- 7.7 Meetings should be arranged wherever possible to have least impact on the provision of the services.
- 7.8 Managers do have the right to refuse time off for a Trade Union representative where the needs of the business is critical and impacts on service delivery. Managers must not unreasonably refuse a legitimate request for time off from a representative.
- 7.9 The Council will ensure that management at all levels are familiar with agreements and arrangements relating to this agreement.
- 7.10 Time off will not be granted for any activities that consist of direct industrial action or indirect industrial action. These actions are protected by law under the Trade Union Labour Relations (Consolidation) Act 1992).
- 7.11 A representative who is required to undertake Trade Union duties in a service or on a site other than the one in which they are normally employed should inform their manager(s) before these duties commence. Time off is to be agreed in advance by management (see 7.5) and approval will be subject to the needs of the service / Council.
- 7.12 Representatives must maintain monthly records of the dates, duration, location and reasons for / description of their Union activities and submit them to the Head of Human Resources on a monthly basis.

Trade Union Members

- 7.13 An employee who is a member of an independent Trade Union recognised by the Council is to be permitted reasonable time off during working hours to take part in a legitimate Trade Union activity. Employees must seek approval from their line manager providing at least 4 weeks' notice. Approval will be subject to the needs of the service / Council.
- 7.14 There is no right for Trade Union members to take time off for Trade Union activities which themselves consist of industrial action.
- 7.15 There is no requirement for Trade Union members to be paid for time off taken on Trade Union activities related to industrial action.

Definition of 'Pay' and 'Time off In Lieu'

- 7.16 The principle which will be applied to all representatives is that they should suffer no loss of pay as a consequence of carrying out their approved Trade Union duties. Neither should they gain any extra pay in the course of their Trade Union duties.
- 7.17 The exception to this practice (7.16) will be when representatives are requested by management to attend a meeting, or to perform a Trade Union duty, outside of their normal working hours. In such circumstances the representative will be paid in accordance with their terms and conditions of service.

Training

- 7.18 Trade Union representatives will be allowed reasonable time off with pay to take part in training activities approved by the appropriate employee organisation in connection with their employee relations duties.
- 7.19 Information relating to the course syllabus will be supplied to the Head of Human Resources in the first instance, who will take a corporate view, before liaising with the relevant Head of Service.
- 7.20 Trade Union representatives should request release for training to their appropriate Head of Service. The Trade Union will have regard to the needs of the service and should give at least 4 weeks' notice of requests for time off.
- 7.21 All Trade Union representatives should attend both an Induction Course and a Basic Representatives course following their appointment as a Trade Union representative.

Trade Union Conferences

- 7.22 Time off with pay will be granted to Trade Union representatives in order to attend their Union's regional and national events to which the employee has been appointed by the region to attend as the Branch representative.

**8. FACILITIES FOR TRADE UNION DUTIES**

- 8.1 The Council will make available the following facilities for Trade Union representatives to enable them to undertake their approved employee relations business:
- a) access to space for the purposes of meeting with Trade Union members;
  - b) use of a lockable filing cabinet or other secure means of storing documents;
  - c) access to a telephone to make and receive calls with voice mail facility;
  - d) access to a meeting room for representative meetings and / or larger groups of members;
  - e) access to equipment for the purpose of copying and printing documents;
  - f) noticeboards throughout the work sites, for use of Union representatives (these must not be used for the purpose of proposing or conducting industrial action);
  - g) use of the internal mail system;
  - h) access to IT facilities (e.g. for sending / receiving documents);
  - i) use of a page on eVoice to include links to national / regional Trade Union websites. The content of this must be approved of posting by the Head of Communications, with any content being considered to be contentious or



malicious being referred to the Chief Executive / EMT members for a decision on whether posting is permitted;

- j) information relating to the workforce establishment levels, grades and conditions of service of the employees in the group for who the Trade Union representative is responsible for;
- k) information relating to the workforce and finances of the Council for use in collective bargaining within reasonable deadlines.

**9. SUBSCRIPTIONS**

- 9.1 The Council will provide the facility to deduct Trade Unions' members' subscriptions at source.

**10. STRATEGIC INVOLVEMENT**

10.1 The objectives of this process are to:

- a) build on the existing commitment to the success of the Council;
- b) enable the Council, its Trade Unions and its employees to meet changing requirements speedily and effectively;
- c) raise employee engagement;
- d) improve the Council's performance by drawing on the skills and knowledge of all employees;
- e) provide an opportunity for employees to contribute to the development of the Council;
- f) to provide an authorisation process with agreed time off for Trade Union representatives and members to carry out Union activities;
- g) to provide the Trade Union representatives with facilities to enable them to carry out their duties.

**11. VARIATIONS**

- 11.1 This Agreement may be amended at any time with the consent of both parties.

**12. REVIEW PERIOD**

- 12.1 The Trade Union Recognition Agreement will be reviewed in 12 months after the date of agreement.

**13. TERMINATION**

- 13.1 The Agreement shall not terminate except by mutual consent.

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SIGNED: \_\_\_\_\_ (For NULBC)      DATE: 14 / 03 / 19

NAME: 

TITLE: \_\_\_\_\_

SIGNED: \_\_\_\_\_ (For GMB) DATE: 14/03/19  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

SIGNED: \_\_\_\_\_ (For GMB (APEX)) DATE: 14 / 03 / 19  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

SIGNED: \_\_\_\_\_ (For Unison) DATE: 14 / 03 / 19  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_