VOLUNTARY RECOGNITION AGREEMENT

between

South Ribble Borough Council

Civic Centre

West Paddock

Leyland PR25 1DH

and

UNISON

UNISON South Ribble Local Government Branch

Branch No 6386

Civic Centre

West Paddock

Leyland PR25 1DH

1. DEFINITION OF TERMS

In this Agreement:-

The Organisation - refers to The Council

The Union refers to the South Ribble Local Government Branch of UNISON (6386)

Staff refers to all employees of the Organisation.

2. COMMENCEMENT DATE

This Agreement commences on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. OBJECTIVES

3.1 This Agreement applies to all employees of the Council who are employed by the Council The term Council includes any wholly owned companies, subsidiaries and trading companies of the South Ribble Borough Council. The Agreement covers any future acquisitions, amalgamations or mergers unless the acquisitions etc. are already covered by an existing recognition agreement which continues by law.

3.2 In drawing up this agreement, the Organisation and the Union recognise that the

Organisation exists to fulfil its aims and objectives.

3.3 The purpose of this agreement is to determine trade union recognition and representation within the organisation and establish a framework for consultation and collective bargaining.

3.4 The parties have identified common objectives they wish to pursue and achieve.

These are:

3.5 To ensure that employment practices in the Organisation are conducted to the highest possible standards;

3.6 To enhance effective communication with all Staff throughout the organisation;

3.7 To achieve greater participation and involvement of all members of staff on the issues to be faced in running and developing the Organisation

3.8 To ensure that equal opportunities are offered to staff or prospective staff and that the treatment of staff will be fair and equitable in all matters of dispute.

4. GENERAL PRINCIPLES

4.1 The Organisation and the Union accept that the terms of this agreement are binding in honour upon them but do not constitute a legally enforceable agreement.

4.2 The Union recognises the Organisation’s responsibility to plan, organise and manage the work of the Organisation in order to achieve the best possible results in pursuing its overall aims and objectives.

4.3 The Organisation recognises the Union’s responsibility to represent the interests of its members and to work for improved terms and conditions of employment for them.

4.4 The Organisation encourages employees to become and remain members of an appropriate union in accordance with this agreement.

4.5 The Organisation and the Union recognise their common interest and joint purpose in furthering the aims and objectives of the organisation and in achieving reasonable solutions to all matters which concern them. Both parties declare their commitment to maintain good industrial relations.

4.6 The Organisation and the Union accept the need for joint consultation and collective bargaining in securing their objectives. They acknowledge the value of up to date information on important changes which effect employees of the Organisation.

5. UNION REPRESENTATION

5.1 The Organisation recognises the Union as the trade union with which it will consult and negotiate with in all matters set out in Clause 7.4 of this agreement.

5.2 The Organisation recognises the Union as the body representing Staff for the purposes of informing and consulting the workforce. Informing and consulting employees will take place through UNISON representatives.

5.3 The Organisation accepts that the Union’s members will elect representatives in accordance with their Union rules to act as their spokespersons in representing their interests.

5.4 The Union agrees to inform the organisation of the names of all elected representatives in writing within five working days of their election and to inform the organisation in writing of any subsequent changes, each time within five working days of the change having taken place. Persons whose names have been notified to the organisation shall be the sole representatives of the UNISON membership, and the representatives of Staff for the purposes of information and consultation.

5.5 The organisation recognises that Union representatives fulfil an important role and that the discharge of their duties as Union representatives will in no way prejudice their career prospects or employment with the organisation.

5.6 The organisation will inform all new employees of this agreement and will encourage them to join the union and provide facilities for them to talk to a workplace representative as part of their induction procedure. The organisation will allow Unison information to be included in their starter packs.

5.7 The organisation will undertake the check -off of trade union subscriptions for any employee requesting this facility.

5.8 It is recognised good practice to allow union representatives to represent employees at informal stages of a dispute/investigation that could lead to formal action. This could help with future conflict and assist with early reconciliation.

6. UNION MEETINGS AND OTHER FACILITIES

6.1 Meetings of Union members may be held on the organisation’s premises either inside or outside working hours and there shall be no restriction on the frequency or duration of such meetings. Such meetings will be open to all staff members who are members of UNISON.

6.2 Where necessary for the purposes of informing and consulting the workforce, meeting of Staff may be organised by the Union on the organisation’s premises inside and outside working hours. Such meetings will be open to all employees.

6.3 Union meetings may be held on the organisation’s premises inside and outside working hours provided that prior consent for such meetings shall be obtained from the organisation by the Union.

Such consent shall not be unreasonably be withheld. The Union shall provide the organisation with a timetable of regular Union meetings or give at least three working days’ notice of the intention to hold a meeting.

6.4 The organisation agrees to provide defined facilities to the Union representatives to enable them to discharge their duties including: provision of secure office space (In a small authority this can be a lockable filing cabinet) a notice board; reasonable use of equipment such as telephones, photocopiers, and PCs; reasonable accommodation for meetings and trade union education, and reasonable access to administrative support and secretarial services.

6.5 Subject to the agreement of the organisation, Union representatives will be granted special leave without loss of pay to attend training courses run by the Union or other appropriate bodies which are relevant to the discharge of their Union duties.

6.6 Union representatives will be permitted to take reasonable paid time off during working hours to enable them to carry out their duties under this agreement. If duties cannot be carried out as part of the normal working day as much notice as possible will be given of the need to take time off. Any dispute shall be referred to the Joint Negotiating and Consultation Committee (can also be referred to as the JCC) (as defined in clause 7.1) for agreement.

6.7 Subject to reasonable prior notice and the consent of the organisation, which shall not unreasonably be withheld, Union representatives will be permitted reasonable time off during working hours for the purpose of taking part in Trade Union activity, paid and unpaid. If disputes occur with this arrangement it should be referred to the JCC.

6.8 All Union representatives must record, on the HFX time recording system, paid time off for union duties and union activities. A note of unpaid activities should be recorded and submitted annually. This allows the organisation to be able to comply with reporting and publishing facility time data under the Trade Union Facility Time Publication Requirements Regulations 2017.

7. JOINT NEGOTIATING AND CONSULTATION COMMITTEE

7.1 The Organisation and the Union agree to set up a Joint Negotiating and Consultation Committee (JNCC or JCC) consisting of representatives of both sides.

7.2 The JNCC (JCC) shall be governed by a written constitution,

7.3 The functions of the JNCC shall include:-

7.3.1 Information

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

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

7.3.2 Consultation

Consultation - to exchange views with a view to reaching consensus.  
Consultation involves actively seeking and taking account of, as well as listening to the views of employees and must therefore take place before decisions are made. Consultation requires a free exchange of ideas and views affecting the interests of employees and the organisation. Meaningful consultation depends on those being consulted having adequate information and time to consider it. lt is important to remember that merely providing information does not constitute consultation.

To have proper consultation with Staff to enable feedback and discussion before decisions are taken concerning matters directly affecting the interests of the Staff as set out under Clause 7.4 below.

The organisation 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.

7.3.3 Negotiation

Negotiation - Discussion with a view to reaching agreement and avoiding disputes. lt is the process by which the employer and the recognised trade union seek to reach agreement through negotiation on issues such as pay and terms and conditions of employment.

To negotiate and reach agreement on all issues pertaining to the matters set out under Clause 7.4 below.

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

Terms and conditions of employment

Pay awards

Job descriptions

Job grading and job evaluation

Hours of work

Holiday and sickness arrangements

Pensions

Overall salary structure

Health and safety

Equal opportunities policies

New technology

Working practices, new equipment and techniques

Training

Recruitment

Staff amenities

Redundancy and redeployment

Disciplinary, grievance, capability and procedures

Contracting out

Reorganisation of staff and relocation of offices

Any other item which both sides agree to refer

8. GRIEVANCES AND DISCIPLINE

8.1 The organisation recognises the Union’s right to represent the interests of all or any of its members at all stages during grievance and disciplinary procedures and to call in Union representatives who are not employees of the organisation wherever this is considered appropriate.

8.2 The organisation undertakes to inform the Union representatives immediately of the name of any UNISON staff member faced with disciplinary action to enable the Union to make appropriate arrangements for representation. This information will be limited to the name of the member only.

8.3 If a member of UNISONS branch executive is faced with disciplinary action this must be notified to the branch as quickly as possible as this will involve UNISON regional representation

8.4 Union representatives will be permitted to spend reasonable paid time inside working hours to discuss grievance or disciplinary matters with affected employees, and to prepare their case.

8.5 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 management committee, to seek to resolve any dispute. These meetings should be undertaken in a timely manner and should not create unreasonable delay.

9. VARIATIONS

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

10. TERMINATION

10.1 The Agreement shall not terminate except by mutual consent.

SIGNED ……………………………. For South Ribble Borough Council

NAME………………………………..

DATE ………………………………..

SIGNED …………………………….. for UNISON South Ribble Local Government Branch

NAME………………………………..

DATE ………………………………..