

UNISON MODEL RECOGNITION AND PROCEDURAL AGREEMENT

The following model provides a framework for drafting a comprehensive recognition agreement. It can be adapted to reflect the size and nature of the organisation.

This model is based on 'best practice'. It assumes the employer has granted the union full recognition for representation, consultation and collective bargaining on behalf of all appropriate staff groups. This is obviously the goal that branches should aim for, but it is understood that this may not always be achievable in the first instance. The model can be adjusted to take account of more restricted levels of recognition.

The model has been amended to qualify as a 'pre-existing agreement' under the Information and Consultation of Employees (ICE) Regulations. However to qualify it must also be approved by the workforce - either by the Union (if membership is over 50%) or a ballot or petition by 50% of employees. The changes to reflect this are in **bold**.

For help in drafting and negotiating recognition agreements, contact your Regional Officer. Further information on recognition can be found in:

Negotiating Recognition Agreements: A Guide, UNISON, June 2001

The Right to be Accompanied: A Guide, UNISON, October 2000

Statutory Recognition: A Guide, UNISON, June 2000

All available from Bargaining Support, UNISON, 1 Mabledon Place, London WC1H 9AJ, e-mail bsg@unison.co.uk

Local Bargaining: A guide for UNISON negotiators, UNISON, Communications Department, Stock number 1801, October 2000

Time to Act, UNISON, Communications Department, Stock number 2359, August 2004

Information and Consultation Regulations factsheet, April 2005

**The Employment Relations Act 1999, Labour Research Department
November 1999**

UNISON

MODEL RECOGNITION and PROCEDURAL AGREEMENT

between

(The Organisation)
(Address)

and

UNISON
1, Mabledon Place
London WC1H 9AJ

1. DEFINITION OF TERMS

In this Agreement:-

The Organisation - refers to (the organisation)

The Union refers to the (named) Branch of UNISON

Staff refers to all employees of the Organisation

2. COMMENCEMENT DATE

This Agreement commences on (date)

3. OBJECTIVES

- 3.1 In drawing up this agreement, the Organisation and the Union recognise that the Organisation exists to fulfil its aims and objectives.
- 3.2 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.
- 3.3 The parties have identified common objectives they wish to pursue and achieve. These are:
 - 3.3.1 to ensure that employment practices in the Organisation are conducted to the highest possible standards;
 - 3.3.2 to enhance effective communication with all Staff throughout the organisation;

- 3.3.3 to achieve greater participation and involvement of all members of staff on the issues to be faced in running and developing the Organisation
- 3.3.4 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 8.4 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 supply union representatives with new starter details to enable them to contact new employees.
- 5.7 The Organisation will undertake the check -off of trade union subscriptions for any employee requesting this facility.

6. UNION MEETINGS AND OTHER FACILITIES

- 6.1 Meetings of Union members may be held on the Organisation's premises 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 outside working hours. Such meetings will be open to all employees.**
- 6.3 Union meetings may be held on the Organisation's premises inside working hours provided that prior consent for such meetings shall be obtained from the Organisation by the Union. Such consent shall not be unreasonably 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; a notice board; access to confidential telephone, fax, internal mail and email; reasonable use of equipment such as telephones, franking machines, 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. Where such 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** (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.

7. JOINT NEGOTIATING AND CONSULTATION COMMITTEE

- 7.1 The Organisation and the Union agree to set up a Joint Negotiating **and Consultation** Committee (**JNCC**) consisting of representatives of both sides.
- 7.2 The **JNCC** shall be governed by a written constitution, a copy of which is attached to this Agreement (Appendix 1).
- 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

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

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 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 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, in accordance with 6.5 above.
- 8.4 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. Both the Organisation and the Union will be entitled to have advisors at any dispute meeting, subject to the agreement of both sides.

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 (the Organisation)

DATE

SIGNED for UNISON

DATE

APPENDIX 1

CONSTITUTION OF THE JOINT NEGOTIATING AND CONSULTATION COMMITTEE

1. TITLE

The Committee shall be known as the Joint Negotiating **and Consultation** Committee, **known as the JNCC**.

2. OBJECT

To establish a workable and effective arrangement for good industrial relations, for the avoidance of any misunderstanding and for the promotion of joint participation in all matters of common interest and concern on a genuine consultative and negotiating basis at Organisation level, as outlined in Clauses **7.3 and 7.4** of the Recognition and Procedural Agreement.

3. MEETINGS

3.1 Meetings of the **JNCC** shall be every (?) months with a prepared agenda which shall be issued fourteen days before each meeting. The Agenda shall provide for any other business of an urgent nature to be discussed.

3.2 Special meetings may be called by either the Union or the Organisation. Such meetings must be convened within fourteen days, unless the side requesting the meeting agrees otherwise, but always within twenty-eight days.

4. SCOPE OF COMMITTEE

The **JNCC** is authorised to consider and negotiate on all matters specified in Clauses **7.3 and 7.4** of the Recognition and Procedural Agreement.

5. CONSTITUTION

5.1 There shall be an employers side and a Union side.

5.2 The employers side shall consist of (?) persons nominated by the Organisation's Committee of Management; at least (?) of whom shall be members of the Management Committee.

5.3 The Union side shall consist of (?) representatives of the Union who shall be members of staff and elected by the UNISON membership within the Organisation.

5.4 Each side shall confirm the names of its representatives on an annual basis and inform the other immediately of any changes in the interim period.

- 5.5 Each side shall make every effort to send its confirmed representatives to each meeting but substitution will be permitted on both sides where it cannot be avoided.
- 5.6 Staff and management will be entitled to have advisors in attendance who will have speaking rights. Except in the case of special meetings each side shall give a minimum of seven days notice to the other side of its intention to invite such advisors to the meeting.
- 5.7 The Chairperson for each meeting of the **JNCC** shall be nominated alternately by the Union side and the Management side.
- 5.8 The two sides shall jointly appoint a secretary who will be responsible for convening meetings, preparing agenda in consultation with both sides, and taking and circulating minutes. Minutes shall be subject to the agreement of the Committee and will be signed by the Chairperson of the meeting at which they are agreed.
- 5.9 Meetings shall be judged to be quorate if (?) members of both sides are present.

6. STATUS OF RESOLUTIONS

Resolutions of the **JNCC** shall not be binding on either side but shall be recommendations only to the respective parties (the Organisation and the Union) whose ratification shall be required before an agreement is deemed to be reached.

7. COMMUNICATIONS

Members of both sides shall be afforded reasonable facilities to visit and communicate with all offices and staff of the Organisation.