



# Negotiating Recognition Agreements - A guide

This guide can be downloaded from  
[http://www.unison.org.uk/bargaining/doc\\_view.asp?did=1048](http://www.unison.org.uk/bargaining/doc_view.asp?did=1048)

## INTRODUCTION

On 6 June 2000, the right to statutory recognition established by the Employment Relations Act 1999, came into effect. Evidence indicates that the new right to statutory recognition has prompted employers to reach voluntary recognition agreements in greater numbers. For a variety of reasons employers are taking a more positive approach to recognition. This gives branches an opportunity to improve and strengthen their position, whatever their current recognition status. This guide is intended to provide basic advice on how to structure and negotiate recognition agreements. A model agreement is attached to provide a starting point for negotiators.

## CONTENT OF A RECOGNITION AGREEMENT

A formal recognition agreement provides a framework for industrial relations within an organisation. It sets out the rules and procedures to be used by the union and the employer in carrying out consultation, collective bargaining and representation.

It is in the interests of both parties to have a clear and comprehensive recognition agreement. A good agreement will contribute to:

- positive working relations between union and management
- high levels of employee participation
- effective procedures for dealing with problems and change

### What should be in a recognition agreement

The content of recognition agreements will vary depending on the size and type of organisation. But all agreements should contain clauses covering:

The purpose of the agreement

Basic principles

The unions recognised

The scope of the agreement: negotiations and consultation

Structure of representation

Facilities

Disputes

Review and termination of the agreement

The sections below will discuss the content of a recognition agreement in more detail.



## The purpose of the agreement

Most recognition agreements begin with a clause outlining the goals the parties wish to achieve. While this section does not lay down any specific rules or procedures, it does set the tone for the rest of the document. It will often include a commitment to:

- co-operate in achieving positive industrial relations;
- use a joint approach to training in industrial relations procedures
- engage in effective communications with employees
- achieve greater participation and involvement of all members of staff
- work towards a high quality service

“The purpose of this agreement is to define and clarify the relationship between SHAW Homes and UNISON in order to promote a progressive environment in which to create and maintain good employment relations between SHAW and its employees. The agreement provides methods and procedures whereby SHAW Homes and UNISON can seek to resolve by collective bargaining or joint consultation, matters affecting employees, within the scope of this agreement.”

The agreement between UNISON and Hays Clinical Support Services states: “It is in the joint interests (of both parties) to recognise each other as partners in the workplace and create a climate of good industrial relations.”

The parties in a recognition agreement may also agree on the basic purpose of the organisation. This provides a common understanding of what the organisation or company is there to do.

“The parties accept that the fundamental purpose of NCH is to work for children, young people and their families through the promotion of safer care and that this criterion will be a prime yardstick against which the success of this agreement will be judged.”

## General principles

The agreement will outline the basic principles shared by the union and the employer and their understanding of their respective roles and responsibilities. These will commonly include:

- a joint commitment to furthering the aims of the organisation
- recognition of the importance of good industrial relations
- acceptance of the need for joint consultation and collective bargaining
- the need for both formal and informal channels of communication and problem solving
- the need to make information available on issues affecting the staff or business of the organisation
- recognition that it is management’s responsibility to plan, organise and manage the activities of the organisation
- recognition that it is the union’s responsibility to represent the interests of its members and work to improve their conditions of employment



- commitment to protect the right of employees to join trade unions and encourage trade union membership
- commitment to adhere to and develop policies on equal opportunities

### **The unions recognised**

A recognition agreement names the union or unions who have rights to represent and negotiate on behalf of the employees in that workplace. It will make clear whether a particular union has sole negotiating rights for a bargaining group, or whether the employer recognises two or more unions jointly.

### **Scope of the agreement**

The agreement will set out the issues for which the union(s) are recognised for the purposes of collective bargaining and consultation.

These may include some or all of the following:

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 and 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

### **Consultation**

The agreement should reflect the fact that the employer is legally obliged to consult on certain matters, in particular on business transfers and collective redundancies. In these circumstances the employer must consult with a view to seeking an agreement.

On Health & Safety, if UNISON is recognised, then a joint safety committee must be set up if two or more safety representatives request it. Normally health & safety issues should be progressed through the safety committee where one exists.



## Structure of representation

The agreement sets out the union/management structures which will be used to represent union members in the workplace and negotiate on their behalf.

- This will include the composition of the joint negotiating and consultative committee. The agreement should set out the number of representatives who sit on the body from each side, and the constituencies from which they will be drawn.
- The agreement should acknowledge that union representatives will be elected in accordance with their Union Rules to act as spokespersons in representing their members' interests.

## Facilities

The agreement will detail the facilities made available to the union and to union representatives in order to carry out their duties. These should include:

### Time off for trade union duties and activities

Trade union workplace representatives in recognised workplaces have a right to time off with pay to carry out their trade union duties or take part in union training. This right has been in place since 1974. Previously it applied to workplace representatives and health and safety reps only. In 2003 the right to paid time off was extended to cover union learning reps. (In UNISON these are known as UNIAON Lifelong Learning Advisors).

The Advisory, Conciliation and Arbitration Service (ACAS) Code of Practice on Time Off for Trade Union Duties and Activities, which was revised in April 2003, suggests that recognition agreements should cover:

- the amount of time off permitted;
- the occasions on which time off can be taken;
- the circumstances in which time off will be paid;
- the procedures for requesting time off.

Detailed advice on negotiating time off for trade union duties is available in the bargaining guide *Time to Act*, available from the UNISON Communications Department.

## Union facilities

The agreement should require the employer to provide facilities to allow the union to represent and negotiate on behalf of its members, including some or all of the following:

- use of a designated area or secure office space
- lockable filing cabinet
- access to confidential telephone, fax, internal mail and email
- provision of pagers to trade union officers and stewards
- access to notice boards in all work sites
- access to the employer's intranet
- reasonable access to photocopying



- the use of PC's
- reasonable accommodation for meetings and trade union education
- reasonable access to administrative support and secretarial services

In smaller workplaces it is important to be flexible and imaginative in negotiating trade union facilities. Small employers may not be able to offer the same level of resources or technical support that a large employer could provide. If it is not possible to have office space, look for an agreement on access to meeting facilities. The branch may need to consider offering a loan of equipment (laptop computer, mobile phone) in order to meet needs that cannot be met by the employer.

The agreement should also provide encouragement and support for trade union membership. This can include:

- facilities for the deduction of trade union subscriptions from payroll in the form requested by the union
- the provision of names and workplaces of new employees and those leaving
- opportunity to talk to new starters and participate in induction sessions
- the right to run recruitment roadshows at the employers' worksites

The agreement should ensure facilities are available for adequate representation of members. This can include:

- access for stewards to all documents relating to agreements which affect members represented
- assistance in conveying information to employees, including newsletters, information concerning consultation, representation or bargaining
- access to information for collective bargaining as specified by the ACAS Code, Disclosure of Information for Trade Unions for Collective Bargaining Purposes (1977)
- the facility for stewards to meet with full-time officers by arrangement
- facilities to enable recognised trade unions to conduct a ballot where this is required by law or otherwise mutually agreed

## Negotiating Structures

A recognition agreement will set out the forums for consultation and negotiation and the role of such bodies, including their remit, membership and the frequency of meetings. These should include:

- a negotiating committee, made up of a specified number of seats for management and trade unions
- the scope of the committee's powers, particularly identifying those areas subject to negotiation and those subject to consultation
- agreed rules and procedures for how the committee conducts its business
- how the work of the committee relates to the workforce as a whole, e.g. mechanism for consultation, worker involvement, and notification of decisions
- provision for working parties and / or subcommittees to deal with specific issues
- larger employers may agree to having a layer of departmental or section bargaining structures which deal with local business under the umbrella of the employer-wide committee



## Disputes

A recognition agreement should include a mechanism for dealing with disputes between the union and management. This can include a group grievance procedure for issues concerning two or more people, and a procedure to settle differences between the union and management which cannot be resolved through normal negotiation. These procedures generally involve several stages, beginning at the informal level and rising through reference to local and central negotiating forums. Some agreements will include access to an external third party, such as ACAS, for arbitration if the issue is not resolved at a lower level.

Procedures for resolving individual grievances may be included in the recognition agreement or set out in a separate agreement.

## Review and termination of the agreement

Recognition agreements should make provision for periodic review. A clause will normally allow for termination of the agreement to be sought by either party after a period of notice in writing.

## NEGOTIATING POINTS

While the exact structure of your recognition agreement will depend on the size and nature of your organisation, branches should seek to achieve certain basic goals.

### Representative structures: only one forum

In agreeing to recognition, employers may be concerned that non-union employees will be excluded from workplace consultation. One of the options is to maintain a non-union consultative forum alongside the formal negotiating body used by the recognised unions. Try to resist this. The existence of a parallel body for consultation weakens the union's role as the voice of the workforce. The need to provide representatives to both forums may tax the union's ability to find members willing to be active. It may also complicate union negotiations when the positions of the two bodies conflict. Recognised unions are legally required to negotiate on behalf of all workers in a bargaining unit. They should offer to be responsible for canvassing the opinion of non-union, as well as union members.

### Being representative

The Joint Negotiating Committee should have sufficient trade union members to be representative of the various sites and sectors of the workforce. Ensure that shift workers and those working part-time have representation on the Joint Negotiating Committee. Management side should include those with power to make real decisions on behalf of the employer.

### Negotiation vs. consultation

Recognition agreements should be clear on what can be subject to negotiation, and what to consultation. Negotiation commits both parties reaching agreement, whereas consultation is merely a commitment to seek views. Some employers confuse consultation with the conveying of information. It is much more than this. Recognition agreements are supported



by legislation which requires employers to undertake “meaningful” consultation on certain issues. In practice, this is likely to mean the consultation process must be closer to negotiation than a mere information-giving exercise. There should be evidence the employer has attempted to reach agreement, even if agreement proves impossible.

### **Scope of the agreement**

A recognition agreement should give the union the right to bargain collectively on the widest possible range of pay and conditions issues. Many existing agreements provide only limited collective bargaining rights, for example, the right to bargain on pay, holidays and hours, but not pensions, redundancy or training. Wherever possible, try to secure comprehensive negotiating rights. You may need to consider accepting partial recognition as a first stage where the employer refuses to grant full collective bargaining rights.

### **Coverage of the agreement**

There are circumstances where the union is able to secure recognition for some groups of staff in an organisation, but not others. The union may not be recognised for example, for staff on certain types of contracts or for new staff after transfer to the private sector. Unless you have good reason to exclude certain categories of staff, try to ensure that all employees are covered under the recognition agreement.

### **Time off for trade union duties: adequate funding**

Problems arise when employers do not adequately fund facility time to cover the absence of representatives on trade union duties. The resulting conflict between the needs of the service and the need for adequate time off, can lead to disputes with management. Tension may also arise amongst staff, as colleagues are left to cover the work of absent trade union reps. It is therefore important that sufficient funds be made available to support staff representatives' role.

The NHS in Scotland Partnership Information Network (Pin) Board report on Facilities Arrangements states: “The Modernisation Agenda is ever increasing and to promote meaningful inclusion staff representatives they can no longer be faced with the dilemma of attending a meeting and leaving the ward or department short or having to cancel a clinic. A central top-sliced budget should be established within each employing authority to reflect the demands of the local agenda.”

### **Amount of time off**

Some employers set a maximum number of hours which are available to union reps for trade union duties (e.g. no more than two hours a week). This can create difficulties when issues arise that require greater flexibility. Try to get the employers' commitment to provide 'reasonable' paid time off for carrying out trade union duties or for taking part in trade union activities, rather than agreeing to fixed time limits.

NHS in Scotland notes that, “Major changes in the workplace mean trade unions are now supporting more members in a wide variety of situations (Contracting Out, Community Care, Best Value, Agenda for Change, PFI/PPP). The amount of time off available should be flexible to accommodate new demands”.



## **Time off for trade union activities**

Employers should be asked to consider granting paid time off for participation in some trade union activities. This will help encourage the widest possible participation and ensure that the union is fully representative. Activities can include:

- attending workplace meetings to discuss issues relevant to the workplace
- branch, area or regional meetings of the union where the business of the union is under discussion
- meetings of official policy making bodies such as executive committees or annual conferences
- meetings of self-organised groups at local, regional or national level

## **Distribution of time off**

It may be appropriate to review how agreed facility time is allocated within the branch. Fair representation is an important principle in UNISON and it is vital that union reps reflect the make up of the membership. For example, consider how much facility time is enjoyed by women, or part time workers. It may be more appropriate for paid time off to be not allocated wholly to one or more person on full time release but divided up amongst a wider group of reps.

## **Monitoring of time off**

Aim to agree a monitoring system to record the amount and purpose of time off requested. A formal monitoring process will record formal authorisation given by the line manager. It requires the line manager to record the reason when authorisation has been withheld, and helps to build an accurate picture of the amount of time invested in the role of staff representatives.



## UNISON

### MODEL RECOGNITION and PROCEDURAL AGREEMENT

The following model provides a framework for drafting a comprehensive recognition agreement. It can be adapted to reflect to 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.

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

**Negotiating Recognition Agreements in the Community and Voluntary Sector, UNISON, June 2001**

**The Right to be Accompanied in the Community and Voluntary Sector, UNISON, October 2000**

**Statutory Recognition in the Community and Voluntary Sector, UNISON, June 2000**

All available from Bargaining Support, UNISON, 1 Mabledon Place, London WC1H 9AJ, e-mail [bsg@unison.co.uk](mailto:bsg@unison.co.uk)

**Taking Your Time, UNISON, Communications Department, Stock number I608**

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

**Union Recognition, IDS Studies 685, March 2000**



# 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 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 UNISON 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 accepts that the Union's members will elect representatives in accordance with their Union Rules to act as their spokespersons in representing their interests.
- 5.5 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.



- 5.6 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.
- 5.7 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.
- 5.8 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 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 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.
- 6.3 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 PC's; reasonable accommodation for meetings and trade union education, and reasonable access to administrative support and secretarial services.
- 6.4 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.
- 6.5 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 JNC for agreement.
- 6.6 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 COMMITTEE

- 7.1 The Organisation and the Union agree to set up a Joint Negotiating Committee consisting of representatives of both sides.
- 7.2 The Joint Negotiating Committee shall be governed by a written constitution, a copy of which is attached to this Agreement (Appendix I).
- 7.3 The functions of the Joint Negotiating Committee 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 Organisations employment policies and procedures and proposed amendments and additions.

### 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 Organisation's staff as set out under Clause 7.4 below.

### 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
- Job Descriptions
- Hours of Work
- Holiday and Sickness Arrangements
- Pensions
- Overall Salary Structure
- Pay Awards
- Health and Safety
- Equal Opportunities Policies
- New Technology
- Training and Recruitment
- Staff Amenities
- Redundancy and Redeployment
- Disciplinary and Grievance Procedures
- 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 I

### CONSTITUTION OF THE JOINT NEGOTIATING COMMITTEE

#### 1. TITLE

The Committee shall be known as the Joint Negotiating Committee

#### 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 Clause 7.4 of the Recognition and Procedural Agreement.

#### 3. MEETINGS

3.1 Meetings of the Joint Negotiating Committee 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 Joint Negotiating Committee is authorised to consider and negotiate on all matters specified in Clause 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 Joint Negotiating Committee 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 Joint Negotiating Committee 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.