RECOGNITION AGREEMENTS

On 6 June 2000, the right to statutory recognition, established by the Employment Relations Act 1999, came into effect.

An employer under the provisions of this Act may be compelled to recognise a union for collective bargaining on pay, hours and holiday. This prompted many employers to reach voluntary recognition agreements and take a more positive approach to recognition.

Most trade union recognition agreements are now voluntarily made with the employer. However there still remains a statutory mechanism to enable unions to gain recognition even if the employer is opposed.

An application to the Central Arbitration Committee (CAC) may result in ‘statutory recognition’ for a designated bargaining unit. Small employers with 21 or fewer workers are excluded from the statutory recognition procedure.

However it is better for the trade union and the employer if recognition is settled before any legal proceeding takes place. Even after the procedure for statutory recognition has been triggered the parties have various opportunities to settle voluntarily and exit the process.

Even if you work for a private company or you are have been outsourced into the private, community or voluntary sector, the employer you work for may already be covered by a recognition agreement.

If you are unsure we can check our databases. Please email either the **bargaining support unit** at bsg@unison.co.uk, the **private companies unit** at private.contractors@unison.co.uk or the **voluntary and community service group** at g.edwards@unison.co.uk.
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For best practice examples of recognition agreements please email bargaining support at bsg@unison.co.uk

Proud of the recognition agreement that you have negotiated? Email a copy to us so that we can share it with other branches. Please email bargaining support at bsg@unison.co.uk
What is collective bargaining?

If a trade union has a recognition agreement with an employer, it allows the trade unions who are recognised to negotiate on behalf of their members their terms and conditions of employment including pay, employment policies and any other major changes in the organisation.

The scope of collective bargaining can vary quite widely from one workplace to another. In section 178 (1) of the Trade Union and Labour Relations (Consolidation) Act, the matters listed for collective bargaining include:

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

The ‘bargaining unit’ is the group of employees that will be represented by the trade union. Within a large or fragmented workplace, it may be a specific category of employees and/or at particular sites.
What a recognition agreement should cover

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 employment relations between unions and management
- high levels of employee participation
- effective procedures when dealing with problems and organisational change.

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.

Good Practice Example:

Good recognition agreements should set out a clear purpose and the aims and advantages to working with the union collaboratively.

For example, the recognition agreement between UNISON and Choice Support Group states:

“The purpose of this agreement is to ensure that employment practices in the Group are conducted to the highest possible standards within the resources available, and that equal opportunities are offered to employees or prospective employees and that the treatment of staff will be fair and equitable in all matters of dispute”.

A negotiator’s guide to recognition agreements

Last updated: March 2019
The 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 include:

- a joint commitment to further 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 employees or the business 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 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.

The agreement may also specify what the bargaining unit entails, defining the location and/or category of workers in relation to collective bargaining.

As Acas describes:

“If there is a written recognition and negotiating agreement the agreement will normally define the bargaining unit. Such a description should describe the occupation and location of the workers covered by the agreement. So, for example, a negotiating agreement may describe the bargaining unit as ‘Assembly workers, up to (but not including) the level of supervisor at the Fulchester site’.”
Facilities available
The agreement should detail the facilities made available to the union and to union representatives in order to carry out their duties.

1) 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, often referred to as ‘facility time’.

In some cases, this can mean that the rep is fully seconded from their regular job, enabling them to work full time on trade union tasks. It can also mean an employer allows a rep to carry out trade union duties and activities, instead of their substantive job, for a certain amount of time per week or month.

It applies to union representatives appointed for collective bargaining purposes, TUPE representatives, union learning representatives and health and safety representatives.

Workplace reps are entitled to paid time off to cover the following duties:

- trade union duties related to collective bargaining, on issues like: terms and conditions of employment; redundancies; job evaluation; family friendly policies; discipline; trade union facilities; and the negotiating machinery itself
- individual representation
- meetings with management and preparation for these meetings
- keeping members informed about negotiations
- training.

In addition, employees elected as information and consultation representatives, as pension representatives and onto European consultative bodies, whether union or non-union, have a right to paid time off to carry out their duties.

Good Practice Example – training for lay representatives:
A good recognition agreement should have a section setting out clearly the rights of trade union representatives to receive paid time off when carrying out union duties.

For example in the recognition agreement between UNISON and Veolia Environmental Services (City of Westminster), it states: “The parties recognise the need for lay representatives of the union to properly understand their duties, and both their rights and the rights of their constituents. To this end it is agreed that all lay representatives be afforded the opportunity of paid release to undergo appropriate training as approved by the union”. 
There’s been some negative publicity about facility time in recent years – much generated by Conservative lobby groups – but the truth is that good employment relations increase productivity and efficiency.

In a 2016 UNISON survey on facility time (across all service groups), two-thirds of respondents identified that as UNISON reps they had supported individual cases (including disciplinary and grievances) in their facility time, which would have escalated and become a more serious problem if they had not been involved.

**Detailed advice on negotiating time off for trade union duties is available in:**

‘Facility time – guidance for UNISON branches’

and a ‘Model time off and facilities agreement’
www.unison.org.uk/content/uploads/2018/05/Model-time-off-and-facilities-agreement.docx

2) **Trade union facilities**
Facilities and resources should be available to allow the union to represent and negotiate on behalf of its members effectively. These should be specified in the agreement and could include some or all of the following:

- use of a designated area or secure office space including the facility for stewards to meet with full-time officers by arrangement
- use of a lockable filing cabinet
- access to a confidential telephone, fax, internal mail and email
- access to notice boards in all work sites
- assistance in conveying information to employees, including newsletters, information concerning consultation, representation or bargaining
- access to the employer’s intranet
- reasonable access to photocopying
- the use of PCs
- reasonable accommodation for meetings and trade union education
- reasonable access to administrative support and secretarial services
- for outsourced members, it would be advantageous to get use of teleconferencing and video conferencing (as the employer may be national, with offices across the country)
- for national employers, travel and expenses for reps for individual representation
- facilities to enable recognised trade unions to conduct a ballot where this is required by law or otherwise mutually agreed.
Good Practice Example – facilities for trade union representatives

To assist trade union representatives with their roles, recognition agreements often will set out what facilities trade union reps can access.

For example, in the recognition agreement between UNISON and Oasis Learning Academies it states: "Oasis Academies will provide the following facilities to trade union representatives – reasonable accommodation to hold meetings and to interview members in a confidential manner, confidential access to and reasonable free use of telephones, fax and email facilities and computing and photocopying facilities, reasonable access to administrative and secretarial services, secure office/storage space and notice board space in staff rooms."

Depending on the size of the employer it is important to make sure the recognition agreement covers the resources which are needed and the cost of travel. For national employers, travel and expenses for reps for individual representation and collective meetings is a key issue.

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

3) Access to information
This includes:

- access for stewards to all documents relating to agreements that affect members represented
- access to information for collective bargaining as specified by the Acas code of practice ‘Disclosure of information to Trade Unions for Collective Bargaining Purpose’
  http://m.acas.org.uk/media/pdf/c/b/11287_CoP2_Collective_Bargaining_v1_0_Accessible.pdf

4) Encouragement and support for trade union membership
This could include:

- facilities for the deduction of trade union subscriptions from payroll (DOCAS or Deduction of Contributions at Source also commonly known as check-off) in the form requested by the union
- opportunity to talk to new starters and participate in induction sessions
- the right to run recruitment road shows at the employers’ worksites.
Some smaller workplaces may not have the capacity to run a DOCAS facility. Therefore UNISON members can pay subscriptions via direct debit (direct from their bank account to the union).

**NB: The Trade Union (Deduction of Union Subscriptions from Wages in the Public Sector) Regulations 2017**, which had been due to be implemented on 10 March 2018, are still, at the time of writing, yet to be published.

If these are implemented, it would mean that check-off arrangements included within agreements, would only be able to continue if the trade union meets the administrative cost of making the deductions.

**Structure of representation**

The agreement should set out the union/management structures that will be used to represent union members in the workplace and negotiate on their behalf. This should include a joint negotiating committee. If the agreement is to fulfil a role under the Information of Consultation of Employees (ICE) Regulations, you may wish to instead include details of a joint negotiating committee (JNC) or joint negotiating and consultation committee (JNCC) – further information below. It may also include details of other union/management forums such as a joint health and safety committee.

The agreement should set out the number of representatives who sit on each body from each side and the constituencies from which they are 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.

**Information and consultation**

Union recognition agreements cover aspects of information and consultation with employees, as do existing joint consultative committees. This may mean that the recognition agreement could qualify as a pre-existing agreement under the Information and Consultation of Employees (ICE) Regulations.

In order to qualify it is important that recognition agreements fulfil the requirements under the Regulations and “set out how the employer is to give information to the employees or their representatives and seek their views on such information”.

They must also:

1) be in writing, and have been agreed before any ICE request (a request made by at least 10% of the employees for negotiations to be opened on a new ICE agreement) is submitted

2) cover all the employees of the ‘undertaking’ (although there may be more than one agreement in place)
3) have been formally approved by the employees such as through the agreement of representatives of employees (usually trade unions) if they represent a majority of the workforce or through a simple majority of those voting in a ballot of the workforce or other mechanism.

Further information can be found in the bargaining support guide ‘Negotiating on Information and Consultation of Employees (ICE) Arrangements’ at www.unison.org.uk/content/uploads/2019/02/Information-and-consultation-of-employeesFEB2019.pdf.

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

The duty to consult arises where the employer is proposing to dismiss as redundant 20 or more employees at one establishment within a period of 90 days or less.

For example, in the recognition agreement between UNISON and The Norse Group it states:

“In relation to any group of workers in respect of which the Union is recognised for bargaining purposes, the employer will consult with the local union representatives as the ‘employee representatives’ wherever required in law for example in relation to TUPE transfers or collective redundancies”.

For more information on collective redundancies please see the bargaining support guide on ‘Dismissals, Redundancies and Transfers’ www.unison.org.uk/content/uploads/2017/12/dismissal-redundancy-and-transfers1.pdf.

Normally health and safety issues should be progressed through the health and safety committee where one exists. A joint health and safety committee should also be set up if two or more safety representatives request it.
Scope of the agreement

The range of agreed topics covered by collective bargaining and negotiation can vary from organisation to organisation, but it is strongly advised that these are set out in the recognition agreement, as well as a standard frequency of meetings where these issues will be discussed.

This information will help if an employer challenges the definition of ‘reasonable’ time off for trade union representatives.

<table>
<thead>
<tr>
<th>Areas which should be covered in the agreement</th>
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<tbody>
<tr>
<td>Terms and conditions of employment</td>
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<td>Pay awards</td>
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<td>Job descriptions</td>
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<td>Job grading and job evaluation (including equal pay audits)</td>
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<td>Hours of work</td>
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<td>Holiday and sickness arrangements</td>
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<td>Pensions</td>
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<td>Overall salary structure</td>
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<td>Health and safety</td>
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<td>Equality and diversity policies</td>
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<td>New technology, IT and surveillance policies</td>
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<td>Working practices, new equipment and techniques</td>
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<td>Training and recruitment</td>
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<td>Staff amenities</td>
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<tr>
<td>Redundancy and redeployment</td>
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<tr>
<td>Disciplinary, grievance, capability, performance management and procedures</td>
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<tr>
<td>Contracting out</td>
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<tr>
<td>Reorganisation of staff and relocation of offices</td>
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<td>Any other item which both parties agree to refer</td>
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As a minimum, the agreement should cover pay, hours and holiday as areas for collective bargaining. These are the areas on which a statutory recognition agreement awarded by the Central Arbitration Committee (CAC) would provide a right to collectively bargain. It would be clearly important to extend these to at least include pensions, redundancy and training.
**Disputes**

As well as highlighting how a union has a right to represent the interests of individual members through grievance and disciplinary procedures, a recognition agreement should include a mechanism for dealing with collective disputes between the union and management through a dispute resolution procedure.

It will be for issues concerning two or more people that are the subject of collective negotiation or consultation. This procedure would aim to settle differences between the union and management which cannot be resolved through normal negotiations.

Dispute resolution procedures generally involve several stages, beginning at the informal discussion level and may rise through reference to local and central negotiating forums. Some agreements will include access to an external third party, such as ACAS or the Labour Relations Agency in Northern Ireland, for conciliation and ultimately for arbitration if the issue is not resolved at a lower level.

**Acas** [www.acas.org.uk](http://www.acas.org.uk) or the **Labour Relations Agency** [www.lra.org.uk](http://www.lra.org.uk) in Northern Ireland can “act as an independent impartial third party to help parties discuss, consider and reflect on their respective positions with a view to reaching an agreement…

…Acas **conciliation** is most commonly used in disputes over pay, terms and conditions, resourcing levels or long-term business restructuring…

…Collective **arbitration** takes place when parties (an employer and its employees, usually represented by a trade union) have exhausted their negotiating procedures on a particular dispute and are unable to agree a settlement.

Acas can help the two parties to agree terms of reference for the arbitration and what it is they want a decision on; and will explain the process. Parties will also agree to accept the arbitrator’s decision… The process is at its most effective when the issues in dispute are quite clear cut. For example, in disputes over pay, grading and disciplinary matters…

…**Mediation** is a completely voluntary and confidential, where the mediator talks to both parties to uncover underlying problems, assists them to understand the issues and helps them to clarify the options for resolving the dispute… It can be used at any stage in a dispute but is most effective before positions become entrenched.”


Procedures for resolving individual grievances should be set out in a separate agreement such as UNISON’s **model grievance procedure**
[www.unison.org.uk/content/uploads/2016/02/Model-Grievance-Procedure-Agreement.docx](http://www.unison.org.uk/content/uploads/2016/02/Model-Grievance-Procedure-Agreement.docx).
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 after a considerable period of notice in writing and preferably by mutual consent.
Areas to consider for negotiating

Different types of forums
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.

There should ideally be only one forum within the representative structures. In agreeing to recognition, employers may claim to be concerned that non-union employees will be excluded from workplace consultation.

As a result, unions may be faced with proposals to maintain a non-union consultative forum alongside the formal negotiating body used by the recognised trade union. However the union should try to resist this, as it may weaken the union’s role as the voice of the workplace. Also decisions could be taken in the non-union forum, which undermine the position UNISON members have taken on workplace issues. The need to provide representatives to both forums may also tax the union’s ability to find members willing to be active.

Recognised unions are legally required to negotiate on behalf of all workers in a bargaining unit. They could offer to be responsible for canvassing the opinions of non-union, as well as union members and so provide the one forum for workplace consultation and negotiation.

As well as a main staff forum (the JNC or Joint Negotiating Committee, or JNCC or Joint Negotiating and Consultation Committee if fulfilling ICE agreement requirements) depending on the size of the employer and issues within the workplace, there may be other forums set up to consult with the unions on particular areas. For example as mentioned above, there should be a specific health and safety forum and if job evaluation is an issue, a specific forum could be set up to work through job re-profiling.

Being representative
The JNCC 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 JNCC.

Management side should include those with power to make real decisions on behalf of the employer, on the JNCC.

Negotiation vs. consultation
Recognition agreements should be clear on what can be subject to negotiation, and what to consultation.

Negotiation commits both parties to 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, as recognition agreements are supported by legislation that require employers to undertake ‘meaningful’ consultation on certain issues. In practice, this is more 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 collectively bargain on the widest possible range of pay and conditions. Many existing agreements only provide limited collective bargaining rights, for example, the right to bargain on pay, holidays and hours, but not on 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 may be 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 a good reason to exclude certain categories of staff, try to ensure that all employees are covered under the recognition agreement.

**Good Practice Example – coverage of the agreement:**
The recognition agreement should always specify which staff groups are covered by the agreement.

For example: “all staff employed by the [named] NHS Trust

Or

“all employees who are directly employed by the Trust, whether full time or part time, permanent or temporary”

Or

“This agreement applies in respect of employees in the following categories:
- teaching staff (ASCL, ATL, NAHT, NASUWT and NUT);
- support and other professional school staff (GMB, UNISON and Unite).”

**Time off for trade union duties: adequate funding**
Problems arise where 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. Tensions 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’ roles.
Model Recognition 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.

Therefore this model can be adjusted to take account of more restricted levels of recognition.

The model also aims to qualify as a ‘pre-existing agreement’ under the Information and Consultation of Employees (ICE) Regulations (should your workplace not have an ICE agreement in place). In the event of an ICE request being made or an employer initiating the negotiations on an ICE agreement, the pre-existing agreement would have to be taken into account.

However for a pre-existing agreement 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 the recognition agreement that aim to reflect the requirements of an ICE pre-existing agreement are in bold.

The text in square brackets […] in the model agreement indicates where you need to complete information specific to your workplace, or else are notes for you to consider in relation to your negotiations.

For further help in drafting and negotiating recognition agreements, contact your Regional Officer www.unison.org.uk/regions.

Also contact your regional education teams and / or LAOS to find out what training and resources are available to assist you with negotiating with your employer or promoting the issues in this guide with your members https://learning.unison.org.uk/.


Further model agreements and guides, covering such areas as annual leave, maternity rights, apprenticeships, facility time and fit notes are available from the bargaining support unit www.unison.org.uk/ bargaining-guides.
Recognition and Procedural Agreement

between

[Name of Employer]
[Address]

and

UNISON
UNISON Centre, 130 Euston Road, London NW1 2AY

1. DEFINITION OF TERMS

In this Agreement:-

Employer refers to [Name of Employer]

The Union refers to the [named] Branch of UNISON
[It may be a joint recognition agreement with other unions representing the workforce.]

Staff refers to all employees of the Employer whether full time or part time, permanent or temporary [or as specific to your bargaining unit]

2. COMMENCEMENT DATE

This Agreement commences on [date].

3. OBJECTIVES AND GENERAL PRINCIPLES

3.1 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.

[You may need to specify what the bargaining unit entails within your organisation for the purpose of collective bargaining.]

3.2 The parties have identified common objectives they wish to pursue and achieve. These are:

3.2.1 to establish a relationship of mutual respect, support and partnership;
3.2.2 to ensure that employment practices at the Employer are conducted to the highest possible standards;

3.2.3 to enhance effective communication with all Staff throughout the organisation;

3.2.4 to achieve greater participation and involvement of all Staff on the issues to be faced in running and developing the Employer;

3.2.5 to provide effective and prompt resolution of issues and disputes;

3.2.6 to ensure that equality of opportunities are offered to all Staff or prospective staff and that the treatment of Staff will be fair and equitable in all matters of dispute.

3.3 The Union recognises the Employer’s responsibility to plan, organise and manage the work of the Employer in order to achieve the best possible results in pursuing its overall aims and objectives, and in accordance with statutory responsibilities.

3.4 The Employer recognises the Union’s responsibility to represent and protect the interests of its members, to work for improved terms and conditions of employment for them, and to campaign publically to further the interests of its members.

3.5 The Employer believes that representative trade unions help ensure good employee relations and will encourage employees to become and remain members of an appropriate union in accordance with this agreement.

3.6 The Employer and the Union recognise their common interest and joint purpose in furthering the aims and objectives of the Employer and in achieving reasonable solutions to all matters which concern them.

3.7 The Employer and the Union declare their commitment to maintain good industrial relations.

3.8 The Employer 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 that affect employees of the Employer.

3.9 The Employer 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. **UNION REPRESENTATION**

4.1 The Employer recognises the Union as the trade union with which it will consult and negotiate with in all matters set out in Clause 6.4 of this agreement.

4.2 The Employer 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.

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

4.4 The Union agrees to inform the Employer of the names of all elected representatives in writing within five working days of their election and to inform the Employer 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 Employer shall be the sole representatives of the UNISON membership, and the representatives of Staff for the purposes of information and consultation.

4.5 The Employer 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 Employer.

4.6 The Employer 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 Employer will supply union representatives with new starter details to enable them to contact new employees, subject to the requirements of the General Data Protection Regulation and having received consent from the employees.

4.7 The Employer will undertake the check-off of trade union subscriptions for any employee requesting this facility, whereby the Union subscriptions will be deducted from the wages/salaries of Union members and paid to the Union each month with no charge to the Union.

5. **UNION MEETINGS AND OTHER FACILITIES**

5.1 Meetings of Union members may be held on the Employer’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 Union members.
5.2 Where necessary for the purposes of informing and consulting the workforce, meetings of Staff may be organised by the Union on the Employer’s premises outside working hours. Such meetings will be open to all employees.

5.3 Union meetings may be held on the Employer’s premises inside working hours provided that prior consent for such meetings shall be obtained from the Employer by the Union. Such consent shall not be unreasonably withheld. The Union shall provide the Employer with a timetable of regular Union meetings or give at least three working days’ notice of the intention to hold a meeting.

5.4 Where necessary for the purposes of informing and consulting the workforce, meetings of Staff may be organised by the Union on the Employer’s premises inside working hours provided that prior consent for such meetings shall be obtained from the Employer by the Union. Such consent shall not be unreasonably withheld. Such meetings will be open to all employees.

5.5 The Employer recognises that the Union has the right to hold confidential meetings with affected members. These meetings and those in 5.1, 5.2, 5.3 and 5.4 above may include officials and/or employees of the Union.

5.6 The Employer 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, electronic communications and e-learning tools; reasonable use of equipment such as telephones, franking machines, photocopiers, teleconferencing, video conferencing and PCs; reasonable accommodation for meetings and trade union education, including confidential space where an employee can meet their representative to discuss confidential matters, and reasonable access to administrative support and secretarial services.

5.5 Subject to the agreement of the Employer, 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.

5.6 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 include national collective issues, travel and expenses will be paid for by the Employer. 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. For national employers, travel and expenses for reps for individual representation will be covered by the employer.  *[Amend as appropriate for your workplace.]*

5.7 Subject to reasonable prior notice and the consent of the Employer, 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, including in particular representing the trade union at external meetings and conferences.

*[You may want to negotiate the possibility of this time off for trade union activity to also be with pay, for attendance at conferences in particular. You could also attach to this agreement as an appendix, a more detailed ‘time off and facilities agreement’ if negotiated within your workplace. Detailed advice on negotiating time off for trade union duties is available in: ‘Facility time – guidance for UNISON branches’ www.unison.org.uk/content/uploads/2018/06/24744_FacilityTimeGuidance.pdf and a ‘Model time off and facilities agreement’ www.unison.org.uk/content/uploads/2018/05/Model-time-off-and-facilities-agreement.docx]*

6. JOINT NEGOTIATING AND CONSULTATION COMMITTEE

6.1 The Employer and the Union agree to set up a Joint Negotiating and Consultation Committee (JNCC) consisting of representatives of both sides.

6.2 The JNCC shall be governed by a written constitution, a copy of which is attached to this Agreement (Appendix 1).

6.3 The functions of the JNCC shall include:-

6.3.1 Information
The Employer undertakes to supply the Union with the necessary information for it to carry out effective consultation and negotiation. This shall include the Employer’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.

6.3.2 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 6.4 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 collective redundancies and business transfers.

6.3.3 Negotiation
To negotiate and reach agreement on all issues pertaining to the matters set out under Clause 6.4 below.

6.4 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, sickness and other leave arrangements
- Pensions
- Overall salary structure
- Health and safety
- Equality and diversity, and anti-harassment and anti-bullying policies
- New technology
- Working practices, new equipment and techniques
- Training
- Recruitment
- Staff amenities
- Redundancy and redeployment
- Disciplinary, grievance and capability procedures
- Contracting out
- Reorganisation of staff and relocation of offices
- Any other item which both sides agree to refer.

6.5 The Employer and the Union agree that it is in the interests of all parties that consultation and negotiations are carried out expeditiously and with the aim of reaching an agreed settlement.

6.6 The Employer and the Union agree that any dispute on interpretation of this agreement or any other matter will be referred initially to the JNCC for resolution.
7. **GRIEVANCES AND DISCIPLINE**

7.1 The Employer 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 Employer wherever this is considered appropriate.

7.2 The Employer undertakes to inform the Union representatives immediately of the name of any Union member of Staff 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.

7.3 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 [either] 5.6 above [or you could make reference to your ‘time off and facilities agreement’ if negotiated within your workplace. Detailed advice on negotiating time off for trade union duties is available in: ‘Facility time – guidance for UNISON branches’
and a ‘Model time off and facilities agreement’
www.unison.org.uk/content/uploads/2018/05/Model-time-off-and-facilities-agreement.docx]

8. **DISPUTE RESOLUTION**

8.1 In order to resolve collective disputes there is a dispute resolution procedure which is set out in Appendix 2.

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. In the event of either party wishing to terminate this Agreement, the other party will be given six months’ notice in writing, during which period the Agreement will remain in force.
11. SIGNATORIES

This agreement is made between [Name of the Employer] and UNISON, a registered trade union. This agreement comes into force on:

DATE:………………………………..

This agreement will be reviewed on:

DATE:………………………………..

SIGNED ……………………………… for [Name of Employer]

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. PURPOSE

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 Employer level, as outlined in Clauses 6.3 and 6.4 of the Recognition and Procedural Agreement.

3. MEETINGS

3.1 Meetings of the JNCC shall be every [state how frequently] 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 Employer. 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 6.3 and 6.4 of the Recognition and Procedural Agreement.

5. CONSTITUTION

5.1 There shall be an Employer’s side and a Union side.

5.2 The Employers’ side shall consist of [state how many] persons nominated by the Employer’s Committee of Management, at least [state how many] of whom shall be members of the Senior Management Committee.

5.3 The Union side shall consist of [state how many] representatives of the Union who shall be members of staff and elected by the UNISON membership within the Employer.
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 Each side is committed to work to the agreed timetable for meetings for negotiation and for consultation. Either side can request an extension to the timetable which will be considered and not unreasonably refused.

5.7 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.

5.8 The Chairperson for each meeting of the JNCC shall be nominated alternately by the Union side and the Management side.

5.9 The two sides shall jointly appoint a secretary who will be responsible for convening meetings, preparing the 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.

5.10 Meetings shall be judged to be quorate if [state how many] members of both sides are present.

6. STATUS OF RESOLUTIONS

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

6.2 If agreement cannot be reached following meaningful consultation and negotiation, and where a dispute is raised, the dispute resolution procedure will apply.

7. COMMUNICATIONS

7.1 Members of both sides shall be afforded reasonable facilities to visit and communicate with all offices and Staff of the Employer.
7.2 The Employer will provide the Union in good time with any necessary information and documentation for the purposes of effective negotiation and consultation within the JNCC and with their members as outlined in the recognition and procedural agreement.
APPENDIX 2: 
Dispute Resolution Procedure

1. **PRINCIPLES**

The Employer and the Union have jointly committed themselves through the agreed trade union recognition and procedural agreement to encourage harmonious working relationships.

The aim of that agreement is to establish a relationship of mutual respect, understanding and engagement, achieve effective communication and greater participation and involvement of all Staff on the issues to be faced in running and developing the Employer, as well as ensuring that equality of opportunities are offered to all Staff or prospective staff and that the treatment of Staff will be fair and equitable in all matters of dispute.

However in order to resolve collective disputes on a matter concerning a number of employees, which is pursued on their behalf by the Union with the Employer, arising from a failure to agree under the established framework for consultation and collective bargaining, it is agreed that this Dispute Resolution Procedure will be followed.

Such matters would be connected with the employees’ work or working environment and would include all matters that might be covered under a legally declared trade dispute.

It would exclude: *[amend as applicable to your organisation]*

- Matters covered by national level negotiations (except for any disputes arising from local implementation and/or interpretation of national agreements)
- Changes required by legislation (except for disputes arising from local implementation and/or interpretation of legislation changes)
- Matters which have previously been dealt with under this procedure itself (except where there has been a failure to implement agreed outcomes of a dispute, or in the event of a material change warranting the use of the dispute resolution procedure)
- National or regional disputes
- Complaints made by an individual employee or group of people that are not the subject of collective negotiation or consultation and that therefore should be dealt with through the Grievance Procedure.

The purpose of the Dispute Resolution Procedure is to provide a fair, structured and consistent approach for the consideration of collective disputes and should be instigated when all reasonable attempts have been made to resolve the difference, but such attempts have been unsuccessful.
There shall be a timetable of meetings, involving representatives of the Employer and the Union, to seek to resolve any dispute as described within the Stages below. Both the Employer and the Union will be entitled to have advisors at any dispute meeting, subject to the agreement of both sides.

It is expected that both the Employer and the Union will act reasonably throughout the procedure, seeking input from each other before reaching a decision on any action that would be taken. [You may feel it is appropriate to replace or add to this paragraph the statement as used within the TUC model recognition agreement for Academies in England www.unison.org.uk/content/uploads/2017/10/TUC-Model-Agreement-for-Academies-July-2015-2.docx: ‘Whilst these procedures are being followed the Employer will honour the status quo ante.’]

Stage One (Further Discussion)
The nature of the dispute should be raised in a timely manner and described in writing to the other party usually within 30 working days of the failure to agree under the framework for consultation and collective bargaining.

Following receipt of such notification, a Stage One meeting should take place as soon as practical. The parties will agree within five working days on dates for at least two meetings to seek to resolve the dispute. Unless agreed otherwise, these meetings will take place within the following ten working days.

Attendance at these meetings will include representatives of the Union (which may include regional and/or national representatives), together with other appropriate senior managers or HR officers, as deemed necessary by each side.

The focus of these meetings will be on reaching a settlement of the issue(s) in dispute. Such settlement should also seek to include recommendations on how similar disputes might be avoided in the future. Further meetings beyond this initial period may take place where it is agreed between the parties.

Once agreement is reached the outcome or decision should be confirmed in writing to both parties within 14 calendar days and a collective agreement signed and recorded at the next JNCC.

If agreement cannot be reached, either party can request that the matter be referred to Stage Two.
**Stage Two (Conciliation)**

If it has not been possible to resolve the dispute through Stage One meetings, the parties will consider whether third-party assistance or conciliation — normally using Acas — would be helpful.

The conciliator will be a professionally trained person whose function is to explore common ground with both parties with the objective of enabling both parties to reach a settlement themselves.

A decision on moving to Stage Two should be taken only if both parties agree and should be made within the following seven calendar days from the confirmed outcome of Stage One.

Once agreement is reached the outcome or decision should be confirmed in writing to both parties within 14 calendar days and a collective agreement signed and recorded at the next JNCC.

If agreement cannot be reached, the matter can be referred to binding arbitration at Stage Three if both parties agree.

**Stage Three**

If it has not been possible to resolve the dispute through conciliation, the parties may agree to jointly refer the matter to binding arbitration. This will involve the appointment of an accredited arbiter normally under the auspices of Acas, whose function is to consider each parties case and to reach a decision on the disputed issue. This decision is binding on both parties to the dispute.

A decision on moving to Stage Three should be taken only if both parties agree and should be made within the following seven calendar days from the confirmed outcome of Stage Two.

This procedure shall be deemed to be at an end once:

- A resolution has been reached which is acceptable to all parties or
- The results of binding arbitration are implemented, where the matter has been referred by agreement of all parties or
- If the matter is not resolved through one of the three stages.

Any outcome under this procedure will be communicated jointly.

*[You may wish to have additional stages, keeping discussion amongst local representatives in Stage One, and moving to the involvement of more senior managers and regional and national Union representatives at later stages, before the involvement of Acas]*.