

TRADE UNION RECOGNITION AND PROCEDURE AGREEMENT

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TRADE UNION RECOGNITION AND PROCEDURE AGREEMENT BETWEEN:

DOVER DISTRICT COUNCIL AND UNISON AND GMB

1. Purpose and Intent

1.1 This Agreement is entered into by Dover District Council, hereafter referred to as DDC, GMB and Unison.

1.2 This Agreement establishes the basis on which DDC recognises the staff Trade Unions, and provides for the establishment of arrangements to govern its future relationship with those Trade Unions.

1.3 It is the spirit and the intention of this Agreement to foster the best possible relations between DDC, its employees and the Trade Unions and to this end to provide a mutually understood method of discussion, consultation and negotiation, through the maintenance and development of effective joint negotiating and consultative machinery.

1.4 DDC and the Trade Unions agree that in order to maintain good relationships, issues should be discussed without undue delay and be resolved at the earliest stage through constructive collective bargaining. To this end, there will be the minimum of delay where possible in arranging meetings between DDC and the recognised Unions.

1.5 DDC recognises the right of Trade Union members and of Representatives elected and appointed through agreed procedures to have the assistance of a full time regional official.

1.6 The purpose of the Agreement is to establish local consultative and negotiating arrangements for all categories of staff within DDC.

1.7 The signatories to this Agreement accept the requirement to develop confidence in the local negotiating machinery and accept that it is in their mutual interest that agreements made through the local collective bargaining machinery are implemented in so far as is

possible and appropriate for DDC. Such agreements jointly arrived at will be acted on in good faith by DDC and the staff unions.

1.8 The signatories to this Agreement recognise that it is in the interests of the parties to it that service provision of the highest possible quality shall be effectively facilitated to the benefit of DDC.

1.9 The signatories to this document agree that it does not inhibit the requirement for direct and constructive relationships between individual employees and the employer.

2. Scope of the Agreement

2.1 DDC recognises that the named staff unions are the sole bargaining agents for the groups of staff identified in the consultative and negotiating machinery.

2.2 The Agreement applies to employees working in all premises, offices, buildings and other establishments existing and operational from the date of commencement of this Agreement, which form part of DDC's operations, and any other locations where employees may be required to attend in the course of their work.

2.4 Staff who may from time to time be seconded to DDC may not necessarily fall within DDC's procedures in the same way as ordinary contract holders. Their statutory rights will be observed in the light of their particular contractual relationships with DDC and with the bodies from which they are seconded.

3. Rights and Obligations

3.1 The existence of this Agreement does not inhibit an employee's right of access to DDC's management, or the management's right to communicate directly with its employees, or the recognised staff unions' right to communicate with their members.

3.2 DDC agrees that in relation to employees as defined above, it will afford negotiating and consultation rights to [GMB] and UNISON concerning the matters covered in this Agreement.

3.3 DDC, [GMB] and UNISON recognise that while it is not obligatory for any individual to join a trade union, DDC actively encourages its employees to become a member of one of the recognised unions, so that all negotiations and communications affecting both parties may be conducted on a fully representative basis.

3.4 This Agreement shall be the sole basis for negotiation, consultation and representation for staff.

3.5 Nothing in this document is intended to make less favourable or remove any existing rights guaranteed by employment law, or entitlements contained in national or local collective agreements.

3.6 It is accepted that information discussions between DDC and Local Officers of the staff unions may be beneficial at any stage within the procedure.

3.7 Variations or changes to this Agreement can only be made by mutual agreement between the signatory staff unions to the document and authorised representatives of DDC.

3.8 The signatories to the Agreement agree that whilst genuine and committed efforts will be made to resolve matters of mutual interest through consultation and negotiation, the

responsibility for the planning, reward, organisation, appraisal and review of staffing resources rests with DDC.

3.9 DDC undertakes to supply both GMB and Unison the necessary information for it to carry out effective consultation and negotiation. Where it is justified in the legitimate interests of the council, DDC may impose a confidentiality restriction on any information, or document it provides to elected representatives of a trade union.

3.10 In these circumstances, the recipients may not disclose any such information to third parties without written consent of DDC, which will not unreasonably be withheld. Any written consent will be subject to a requirement that any person with whom the information or document is shared must themselves be bound by an obligation of confidentiality.

3.11 The signatories to the Agreement recognise that, from time to time, issues may occur where both sides have different interests and those interests are best reconciled by agreeing to the resolution procedure (Appendix). On that basis, the unions recognise that industrial action is counter-productive, given the principles of the Agreement, and agree to commit to no industrial action prior to exhausting the dispute resolution procedure, not withstanding the fact that official strike action is protected by legislation.

3.12 In turn, DDC agrees not to implement the particular change required on a matter subject to collective bargaining until the appropriate dispute resolution procedure is exhausted.

4. Roles and Responsibilities

4.1 In order to support the implementation of the procedures detailed in this Agreement, roles and responsibilities are outlined below:

4.2 There will be a **Joint Staff Consultative Forum** consisting of the recognised Trades Unions and five Members of the Council. Members of senior management team, or their nominated substitutes, will attend as required for the purposes of consultation and negotiation.

Members of the Council shall have no involvement in negotiation between management and the unions, but may act in an advisory capacity if required with the agreement of both management and the trade unions. Negotiation agreements will be achieved only between management and the recognised trades unions and the views of Members will have no bearing on such negotiations unless expressly solicited with the agreement of both parties.

The JSCF will be the forum in which representatives of DDC and the Unions meet quarterly to consult, negotiate and resolve matters of collective disagreements relating to conditions of employment and other matters of common concern for the purpose of achieving understanding and agreement.

4.3 **Local Union Representatives** shall be elected from the staff of DDC in accordance with the rules of the Unions to represent their members. The Unions shall notify the East Kent HR Partnership (EKHRP) in writing of the names of all representatives together with any changes.

4.4 **DDC Management** will provide secretariat support for the work of the JSCF, including the preparation of an agreed agenda based upon the agreed protocols of the Committee.

4.5 DDC will provide a full list of all full and part-time staff and, thereafter, regular updates of new employees and leavers, (subject to any individual withholding their consent to the provision of such information under the Data Protection Act).

4.6 Appropriate facilities will be provided for the Trade Unions to facilitate representation/negotiation on behalf of members (see Appendix).

5. Procedures for Negotiation and Consultation

5.1 In the first instance, day-to-day issues will normally be discussed between the appropriate representatives of GMB and UNISON and the appropriate line manager and EKHRP representative.

5.2 DDC recognises the importance of close and co-operative relations with all sections of the staff of DDC, especially during periods of change. To that end the parties to this Agreement shall form the JSCF which will provide an institutional-wide forum for discussion, a conduit for information and a vehicle in which to conduct employee relations.

5.3 The JSCF will consider matters relating to conditions of employment and other matters of common concern in order to reach understanding and agreement. It will be a forum for communication, consultation and negotiation.

For the purpose of the Agreement, negotiation is the process of discussion between DDC and the Unions with a view to reaching agreement and avoiding disputes. Consultation is the process by which management and the Unions consider and discuss issues of mutual concern. It involves seeking solutions to problems through a genuine exchange of views and information.

5.4 The overall objective is that DDC management and its recognised staff unions will work together and examine jointly matters of concern to both sides with a view to reaching understanding and, where appropriate, agreement.

5.5 The Head of Paid Service will seek independent advice on market positioning regarding pay and the JSCF will provide the structure for negotiation and for settlement of pay and conditions of service in the light of locally agreed decisions. The recognised trades unions may either consider and respond directly and/or after seeking their own independent advice.

5.6 The purpose of the JSCF will be, inter alia, to negotiate on matters which are incorporated into the contract of employment, including the defined procedures of the Conditions of Service and to engage in consultation on issues that either side wishes to raise. Items for discussion will be identified in the JSCF agenda and may well include some of the following:

- Health and Safety
- Disciplinary and grievance procedures
- Procedures and policies affecting employment and pay
- Procedures and policies relevant to gender, race, disability and other equality related matters
- Interpretation of HR policies and procedures
- Redundancy avoidance (where possible) and redundancy selection criteria (where avoidance is not possible)
- Restructurings
- Disclosure of information as defined in Sections 181-185 of the Trade Union and Labour Relations (Consolidation) Act 1992
- Implementation of pay and conditions of employment as a result of legal

changes

- Revisions to the recognition procedure and facilities.

5.7 It is expected that all groups will wherever possible seek in advance a mandate to reach agreement. However, it may be that for certain decisions either or both groups will need to take further advice, or to refer the matter to another forum. If during the course of a JSCF, the parties record a failure to agree the matter will then be considered under the terms of the Disputes Procedure, which is contained in Appendix of this Agreement. Nothing within this article will prevent the sides agreeing to reconvene the JSCF for further deliberations before invoking the Disputes Procedure.

5.8 It is agreed that until these procedures have been exhausted, the status quo ante shall be maintained.

5.9 The JSCF shall comprise at least one representative from the recognised unions and DDC management, including the Chief Executive, or his representative, Head of Governance, Head of Finance and Head of East Kent HR Partnership. Other members of DDC's management team will be included as appropriate to the items of the agenda, but wherever possible there will be an equal number of union representatives and management representatives in attendance at each meeting. Extra representatives could attend for specific agenda items by prior agreement and where appropriate [GMB] and UNISON regional officers may be in attendance.

6. Arrangements for Meeting

6.1 The JSCF will meet at least quarterly, or at the request of either side. Dates of meetings for the full year will be agreed annually.

6.2 Special interest meetings will take place as and when required if issues arise which are discrete to a particular union. Both DDC managers and staff unions will nominate an equal number of members. The nature of the issue may require the advice and attendance of staff who are not members of the JSCF and in these circumstances relevant staff can be co-opted subject to the agreement of both parties.

6.3 Minutes will be taken of all meetings by a minute taker provided by management. Draft minutes will be agreed between the Secretaries of each union and the Chief Executive, prior to being published.

6.4 Notice of a meeting, together with the agenda and appropriate papers, shall normally be circulated at least normal JSCF timescales working days in advance of the meeting. In the case of urgent issues, this provision can be varied by agreement of the Secretaries and Chief Executive.

6.5 Items for the agenda should be received by the , working days in advance of the meeting. Urgent items may be tabled with the agreement of the Secretaries and Chief Executive. Meetings may only be cancelled, or rescheduled by agreement with the Secretaries and the Chief Executive.

7. Variation and Termination of this Agreement

7.1 This Agreement shall continue until terminated by three months' prior notice given in writing by either party to the other. During the notice period, the status quo ante will be maintained.

7.2 In accordance with the provisions of the Trade Union and Labour Relations (Consolidation) Act 1992 Part IV, section 179, clause 3 (b) the parties agree that although this Agreement is not a legally enforceable contract it is binding in honour upon them.

8. Date of Commencement

This Agreement is effective from .

The parties to this Agreement are committed to take all reasonable measures to honour and meet the terms of the Agreement.

9. Signatures of the Parties to This Agreement

Signed on behalf of **Dover District Council**

Signature

Printed Name

Date

Signed on behalf of the **Signatory Unions:**

UNISON

Signature

Printed Name

Date

Signed on behalf of the **Signatory Unions:**

GMB

Signature

Printed Name

Date

Procedure for Dealing with Unresolved Issues

It is agreed by all parties to the Agreement that every attempt will be made to use the procedures above to avoid dispute. Where there is a failure to agree, a formal Failure to Agree should be recorded and the Failure to Agree Procedure should be invoked. When a formal Failure to Agree has been recorded, the status quo shall apply and no form of industrial action shall be taken until this procedure has been exhausted.

Failure to Agree Procedure

Stage 1

- (a) The Failure to Agree should be referred to a meeting to be chaired by the a Member?, or an authorised representative.
- (b) The meeting shall be held as soon as possible and normally within five working days.
- (c) Members of the Joint Committee will attend the meeting.
- (d) The Chair will be responsible for keeping a record of the main points of the meeting and recording the outcome.
- (e) If a resolution is not reached, the matter will be referred to Stage 2.

Stage 2

- (a) DDC management and the unions shall jointly refer the mater for conciliation or arbitration to ACAS, or a jointly agreed third party.