

Wiltshire Council

Trade Union Recognition and Facilities Agreement

Parties

1. This agreement is made between Wiltshire Council (the Council) and the following Trade Unions:

UNISON
GMB
Unite

Scope

2. The agreement applies to all employees of the Council other than those employees covered by separate agreements. It also applies to support staff of Wiltshire schools and academies, other than those academies who have not adopted the facility agreement.

Purpose

3. The purpose of the agreement is to
 - afford recognition to the above Trade Unions as the sole bargaining agent for all relevant employees
 - outline the general principles
 - define the union representatives roles
 - define the duties and responsibilities of representatives
 - define which items are negotiable and which are for consultation
 - detail the negotiating and consultative constitution and procedures
 - outline the administrative and operational facilities and procedures
 - co-operate in achieving positive industrial relations based on a partnership approach
 - engage in effective communications with employees
 - work towards high quality public services

Principles

5. All parties affirm that they share a common aim in ensuring the efficiency and effectiveness of the Council for the benefit of the public it serves.
6. All parties recognise their mutual interdependence in securing the future success of the Council and the best interests of its employees
7. All parties recognise that their pursuit of these common objectives under this Agreement shall be by informal and formal communication, consultation and negotiation.
8. All parties agree that at each stage of the procedure as set out in this Agreement every attempt will be made to resolve issues raised.

9. The Council recognises that it is to the mutual benefit of the Council and its employees for those employees to be fully consulted and represented by a properly constituted Trade Union and will inform its employees that it encourages membership of a Trade Union in the Statement of Particulars issued to all new employees.
10. To this end the Council affirms its intention as a good employer to maintain a constructive relationship with the recognised Trade Unions.
11. The Unions undertake to represent fairly the interests of all employees covered by this agreement.
12. The Council shall not take any unilateral action and the Unions shall not take industrial action in relation to any matters covered by this agreement until the procedures for resolving issues as defined in the Agreement have been exhausted. Neither side should prejudice the national machinery.
13. The Council acknowledges the need to make information available on issues affecting the staff or business of the Council.
14. It is recognised that it is management's responsibility to plan, organise and manage the activities of the Council.
15. It is recognised that it is the Union's responsibility to represent the interests of its members and work to improve their conditions of employment.
16. There is a commitment to protect the right of employees to join Trade Unions and encourage Trade Union membership.
17. There is a joint commitment to adhere to and develop policies on equal opportunities.

Representation

18. Representatives will carry out the duties prescribed by the Trade Unions' rules and represent members in accordance with the terms of this agreement.
19. The number of representatives in units/areas within which they will act will be agreed between the Council and Trade Unions. The principle will be to ensure that there is adequate and fair representation.
20. In order to stand for election as a representative, an employee must have the required Trade Union membership.
21. Representatives will be elected in accordance with relevant Trade Union rules.
22. The Trade Unions will notify the Council in writing of the names of representatives as soon as possible after an election.

Negotiable Terms

23. The following is a list of negotiable terms subject to this agreement. Some, where indicated, are primarily subject to national negotiation but which may have some local elements or variations -

- Terms and conditions of employment (national)
- Pay awards (national)
- Role descriptions
- Job grading and job evaluation
- Hours of work (national)
- Holiday and sickness arrangements (national)
- Pensions (national)
- Overall salary structure
- Health, safety and welfare
- Equal opportunities and workforce diversity
- Redundancy and redeployment
- Disciplinary, grievance and procedures
- Any other item which both sides agree to refer

Consultative Items

24. The Council will consult the recognised Trade Unions on significant changes in working practices or the organisation of work. The Council will not proceed without first obtaining and considering the views of those Trade Unions with a view to reaching agreement.
25. The following is a list of items which may be subject to consultation with the Trade Unions (but does not exclude any other changes not listed but which affect employees of the Council) –
- New technology or equipment (where it significantly affects working practices and jobs)
 - Staff amenities
 - Restructures
 - Privatisation
 - Business transfers
 - Collective redundancies
 - Reorganisation of staff and relocation of offices
 - Training and development
 - Health and Safety matters

Negotiation and Consultation Procedure

26. All parties agree that it is in their mutual interests to observe a consultative/negotiating procedure by which all issues arising between them can be considered and resolved at the lowest level as early and as speedily as possible.

Line Management

27. In the first instance any collective matters of concern will be raised by the appropriate Trade Union with the appropriate line manager with the intention of resolving them at this level.
28. If it is not possible to resolve the matter at this level then it will be referred to a regular meeting of Human Resources and the Trade Unions.

Meetings between Trade Unions and Human Resources

29. Meetings between the recognised Trade Unions and Human Resources will take place on a monthly basis. Matters of mutual interest, concern, operational issues and information sharing will be raised at these meetings, or at other times if needed, with the intention of resolving them at this level.

Joint Consultative Committee

30. See appendix 1 for the constitution and terms of reference of the Wiltshire Council JCC.

Schools Safety Forum

31. A forum for management and Trade Unions representatives in schools and academies will be held on a regular basis to discuss all schools / academies related health and safety issues.

Administrative Facilities for the Trade Unions and their Accredited Representatives

32. Meetings between representatives of the Council and Trade Unions will be held during normal working hours (except in exceptional circumstances and by joint agreement) and on the Council's premises.
33. The Council will provide free meeting room facilities for the Trade Unions to hold Branch Executive meetings.
34. Reasonable facilities will be provided by the Council at no cost, at the Trade Unions' request to enable Trade Union members to meet on Council premises.
35. The Council will provide a office space for the exclusive use of UNISON based at an appropriate location with a telephone line, intranet and internet access, printing facilities, desks, chairs and storage cabinet. Additional reasonable storage will be provided for archive records. The Council will provide hardware and software support for council provided equipment.
36. Reasonable photocopying and printing facilities will be made available by the Council. Printing charges will be invoiced on a quarterly basis.
37. The Council will make available reasonable use of the internal and external mail distribution facilities for Trade Union communications.
38. The Council will make available reasonable access to the Council's e-mail system and intranet.
39. The Council will make reasonable noticeboard space available for the use of the Trade Unions with dedicated boards at each large workplace.
40. The Council will provide a facility under which employee subscriptions to Trade Unions may be deducted from salary at the request of the employee and provide a monthly list of such deductions to the Trade Union. In line with the Trade Union Act 2016 the council reserves the right to make reasonable charges for administering payroll deductions, to be agreed through the normal consultative process.

41. The Council will provide to the unions, on a monthly basis, a list of all new employees, except those that withdraw their permission to do so, and a list of those who are leaving the Council. The Council will also allow the Trade Unions access to induction sessions for new staff to inform and encourage employees of Trade Union membership.

Dedicated Facilities Time and budget

42. The Council will make available a total of 60 days dedicated secondment time per month, the allocation of which to be agreed between the recognised Unions.
43. The specific allocation of this time to individual branch officers (for both council and school support staff) will be agreed and implemented on the 1 April each year.
44. The Council has set aside a budget equivalent to the evaluated pay grade of the UNISON branch secretary role (currently grade N) to meet the full salary costs of this seconded post. This is to enable the service to backfill the role with no adverse financial impact.
45. It is a requirement of this arrangement that the role description for the post of UNISON branch secretary is jointly reviewed at a minimum every three years. Any substantial changes to the duties will require the post to be re-evaluated in line with the Council's job evaluation process.
46. Note that any full time secondment will be governed by Wiltshire Council's secondment policy.

Trade Union Duties

47. In addition to his/her work as an employee an accredited Trade Union representative has the following Trade Union duties for which reasonable paid time off will be granted when those duties fall within his/her working hours (this is not an exhaustive list).
- To prepare and make representations to management on behalf of a member or group of members, including representation as part of the disciplinary, improving work performance or grievance procedures.
 - To attend meetings of the JCC, and any sub-committees and to represent the Trade Union in the joint negotiating or consultative machinery at local, regional or national level.
 - Attendance at Branch Executive meetings as an elected representative.
 - Attendance at meetings of stewards (e.g. UNISON area steward's group meetings) where Wiltshire Council matters are discussed.
 - To attend management initiated meetings where the manager concerned has requested the attendance of the union representative.
 - To attend appropriate Trade Union training (see below).
 - To prepare and appear on behalf of his/her members before an outside body, such as an employment tribunal, or other organisation which is dealing with a matter relating to current or past employment within the Council.

- To inform employees of the role and function of the Trade Unions and encourage membership of those organisations.
 - To carry out the following duties with prior arrangement and agreement of appropriate management
 - to attend staff induction sessions
 - to meet employees
 - to hold surgeries
 - To attend national conferences annually as an elected delegate, the size of the delegation to be in accordance with union rules, and by agreement to include an observer.
 - To attend regional or national service group meetings.
 - To attend as a delegate of their Trade Union at meetings of a committee or sub-committee of the TUC.
 - To undertake arrangements for and conduct workplace meetings and ballots of the membership as required by law.
48. Timing and time off arrangements for meetings with members will be agreed in discussion with line management in advance and where matters deal with work related issues the assumption will be that reasonable time off will be granted. If meetings are held outside normal working hours time off in lieu will be granted.
49. In line with the Trade Union Act 2016 an appropriate method of recording time spent will be agreed through JCC which meets the requirements of the Act and is acceptable to both the council and the unions.
50. Overtime payments will not be made for any time spent on union duties over and above normal working hours.
51. Management will always endeavour to ensure that any meetings they arrange that involve Trade Union representatives will occur during normal working hours.

Training

52. The Council and Trade Unions agree on the need for representatives to understand clearly their duties and rights, and agree jointly to encourage their representatives to undergo union accredited training so that they may achieve the skills required to carry out their responsibilities in the best interests of their members and the Council.
53. The Council will ensure that representatives experience no loss in pay as a result of such agreed training. The Council will not pay overtime for time spent on Trade Union training over and above normal working hours.
54. The timing of training must be agreed with the representative's line manager and will not be unreasonably refused.
55. In addition HR are able to provide specific training to Trade Union stewards on the HR Policies.
56. Appendix 2 summarises the Trade Union lay roles.

Interpretation, Variation and Termination

57. Any disputes as to the interpretation of this Agreement shall be referred to the Joint Consultative Committee (JCC). If the JCC cannot resolve the matter or if there are financial or policy implications, it will be referred to Council's Cabinet. In the event of a failure to agree, the Council and Trade Unions shall take such further steps as may be necessary to resolve their differences, which may include referring the matter to Provincial Council, National Joint Council and/or ACAS.
58. Either side may submit proposals to amend this Agreement. Such proposals will be in writing and will be the subject of joint negotiations through the JCC in line with paragraph 58 above.
59. All parties agree to an informal review of the Agreement every 12 months, with no requirement for a formal review unless substantial changes are proposed.
60. A formal review of the Agreement must be completed at least once every five years.

Signed –

For the Council –

For UNISON –

For GMB –

For Unite –

Wiltshire Council Joint Consultative Committee (JCC)

Terms of Reference

Objectives:

Without prejudice to the right of management to manage and of staff to make representations either directly or through recognised Trade Unions, the general objectives of the WCJCC is:

To afford a regular channel for consultation and negotiation as appropriate between Wiltshire Council and the recognised Trade Unions on matters relating to industrial relations, working arrangements and terms and conditions of service that are not reserved for negotiation at national or other agreed levels.

In addition the Committee will provide the means for management to consult staff representatives about the management of health and safety as it affects the Council's business and its employees.

Functions and Scope

1. To establish and maintain regular methods of negotiation and consultation between the Council and its employees so as to maintain and improve employee/industrial relations.
2. To provide for the participation of staff in decisions that affect their working lives by establishing a regular channel where Council policies may be discussed, differences resolved and representation made.
3. To consider any employee/industrial relations matter referred to it by the Council and any Trade Union recognised under this agreement.
4. The JCC and its designated sub-committees (which may be set up at any time to discuss specific issues with the agreement of the JCC) will act as a consultative and negotiating body, to deal with all terms and conditions of employment and all other matters referred to throughout these procedures.
5. The Council will take full account of the information requirements for collective bargaining purposes as set out in ACAS Code of Practice "Disclosure of Information to Trade Unions for Collective Bargaining Purposes".
6. The matters for discussion at the JCC shall be all those covered by paragraph 25 of the Trade Union recognition agreement.

Constitution

7. The management side shall consist of seven members.
8. The Trade Union side shall consist of seven members of which four seats shall be for UNISON, two for GMB and one for Unite. These members shall be employees of the Council.

Co-option

9. Both sides may co-opt additional members as required, for specific items on the agenda by notice to the Joint Secretaries.

Secretaries

10. There shall be Joint Secretaries to the JCC, one from the management side and one from the Trade Union side.

Attendance and Appointment.

11. The Trade Unions, through their own procedures, will nominate their representative(s) to the JCC. In the event of a JCC member being unable to attend any meeting, the appropriate Trade Union may delegate a person to attend in his or her place, and such substitute shall be entitled to take a full part in the proceedings.
12. On the occurrence of a mid term vacancy, a new member shall be appointed by the Trade Union in whose representation the vacancy occurs, as the case may be, and shall sit until the end of the period for which his or her predecessor was appointed.
13. Regional or National Officers of the Trade Unions recognised by the Council and the Wiltshire UNISON Branch Organiser may attend and participate in meetings of the JCC as ex-officio members and will be written into the Proceedings. Regional or National Officers must register their intention to attend with the Trade Union side Secretary (who will convey this intention to the management side Secretary) by the day before the meeting at the latest. Attendances may be refused should this intention not be registered.

The Chair

14. The Chair shall be held in alternate years by the management side Chairperson and the Trade Union side Chairperson.

Meetings

15. Meetings will be held at least quarterly.
16. At least ten days' notice in writing shall be given of meetings and agenda items. For this purpose, notice shall be given to the Joint Secretaries as soon as possible of any matter intended to be raised at this meeting.
17. The Council shall provide accommodation for meetings and also the cost of the secretarial and administrative support will be borne by the Council.
18. A special meeting of the JCC may be called by the agreement of both Chairpersons. The business to be discussed at the special meeting shall be limited to matters stated on the notice summoning the meeting. Notice of meetings will be as long as possible, but it is recognised that on occasions it will be necessary to call meetings at short notice, and both chairpersons will agree to a reduced timescale for circulation of agenda and associated documents if necessary..

Quorum

19. A quorum shall consist of at least four members on both sides of the JCC

Failure to agree

20. In the event of a failure to agree, the management and Trade Union sides shall take further steps as may be necessary to resolve their differences. This may include, with the agreement of management and Trade Union sides, reference to Forum, Provincial Council, National Joint Council and/or ACAS for the purposes of arbitration.

Draft

Trade Union Lay Roles Recognised by the Council

Steward – elected Trade Union representative whose role includes organising, recruiting, representing and communication with union members.

Convenor – senior steward elected from amongst a group of stewards covering a service area or geographical area.

Health and Safety Representative – elected Trade Union representative whose role includes representing union members and employees on all matters which concern employee health, safety and welfare at work.

Lifelong Learning Representative – elected Trade Union representative whose function involves encouraging employees to access lifelong learning and training opportunities, enabling such access and liaising with management in all training matters.

Workplace Contact – informal role undertaken by Trade Union members in areas without a steward who may distribute union literature in the workplace and put up notices.

UNISON Branch Officers

(for a description of the duties contact the UNISON Branch Secretary)

- Chairperson
- Secretary
- Treasurer
- Education Co-ordinator
- Life-long Learning Co-ordinator
- Health and Safety Officer
- Equalities Officer (s) – e.g. Women's, Black and Ethnic Minorities, Lesbian Gay and Transgender, Disabled, Young Members
- Communications Officer
- Membership Officer
- International Officer
- Welfare Officer
- Service Conditions Officer
- Assistant/Vice Chairperson
- Assistant Secretary

The Council will be notified about the appointment of persons to any positions not listed above and will be informed about their duties.