

Wiltshire Council

Trade Union Recognition and Facilities agreement

Proposal from the Trade Union Side – October 2008

Draft three

1 Parties

- 1.1 This agreement is made between Wiltshire Council (the Council) and the following Trade Unions:

UNISON
GMB
Unite

2 Scope

- 2.1 The agreement applies to all employees of the Council, other than those covered by separate agreements.

3 Purpose

- 3.1 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

4 Principles

- 4.1 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.
- 4.2 All parties recognise their mutual interdependence in securing the future success of the Council and the best interests of its employees

- 4.3 All parties recognise that their pursuit of these common objectives under this Agreement shall be by informal and formal communication, consultation and negotiation.
- 4.4 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.
- 4.5 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.
- 4.6 To this end the Council affirms its intention as a good employer to maintain a constructive relationship with the recognised Trade Unions.
- 4.7 The Unions undertake to represent fairly the interests of all employees covered by this agreement.
- 4.8 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.
- 4.9 The Council acknowledges need to make information available on issues affecting the staff or business of the organisation.
- 4.10 It is recognised that it is management's responsibility to plan, organise and manage the activities of the organisation.
- 4.11 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.
- 4.12 There is a commitment to protect the right of employees to join trade unions and encourage trade union membership.
- 4.13 There is a joint commitment to adhere to and develop policies on equal opportunities.

5 **Representation**

- 5.1 Representatives will carry out the duties prescribed by the Trade Unions' rules and represent members in accordance with the terms of this agreement.
- 5.2 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.

- 5.3 In order to stand for election as a representative, an employee must have the required Trade Union membership.
- 5.4 Representatives will be elected in accordance with relevant Trade Union rules.
- 5.5 The Trade Unions will notify the Council in writing of the names of representatives as soon as possible after an election.

6 Negotiable Terms

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)
- Job 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

7 Consultative Items

- 7.1 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.
- 7.2 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 of jobs and departments
- Privatisation
- Business transfers
- Collective redundancies
- Reorganisation of staff and relocation of offices
- Training and development

7.3 The Council or trade union(s) shall refer proposals for change to the other party.

8 Negotiation and Consultation Procedure

8.1 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

8.2 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.

8.3 If it is not possible to resolve the matter at this level then it will be referred to a regular meeting of Human Resources / Personnel and the trade unions.

Meetings between Trade Unions and Human Resources / Personnel

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

8.5 If it is not possible to resolve a matter at this stage then it will be referred to the Joint Consultative Committee.

Joint Consultative Committee

8.6 See appendix 1 for the constitution and terms of reference of the JCC.

Meetings with Councillors – Forum

8.7 See appendix 2 for the constitution and terms of reference for the Forum.

Health and Safety Committee

- 8.8 The Council will set up in agreement with the trade unions a central Health and Safety Committee according to the guidance in the Safety Representatives and Safety Representatives Regulations 1977 and the Health and Safety Consultation with Employees Regulations 1996. The Council will also agree directorate, departmental and area health and safety consultation arrangements with the trade unions. The Health and safety Committee will meet quarterly.
- 8.9 See appendix 3 for the constitution and terms of reference for the Health and Safety Committee.

9 Administrative Facilities for the Trade Unions and their Accredited Representatives

- 9.1 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.
- 9.2 The Council will provide free meeting room facilities for the Trade Unions to hold Branch Executive meetings.
- 9.3 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.
- 9.4 The Council will provide secure and private offices at each of its area hubs (i.e. Salisbury, Chippenham, Devizes) for the exclusive use of UNISON. At Trowbridge the Council will provide a central office for the Wiltshire UNISON Branch and a separate office at Bradley Road.
- 9.5 The Council will provide the following facilities at the UNISON offices - a telephone line, computer (with intranet/internet access and software and hardware support), printer, a desk, chair and filing cabinet.
- 9.6 Appropriate office provision will also be made for GMB and Unite trade unions.
- 9.7 Photocopying and printing facilities will be made available by the Council.
- 9.8 The Council will make available reasonable use of the internal and external mail distribution facilities for Trade Union communications.
- 9.9 The Council will make available reasonable access to the Council's e-mail system and intranet.

- 9.10 The Council will make reasonable noticeboard space available for the use of the trade unions with dedicated boards at each large workplace.
- 9.11 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.
- 9.12 The Council will provide to the unions, on a monthly basis, a list of all new employees 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.

10 Dedicated Facilities Time

- 10.1 The Council will make available to each trade union one day per week of dedicated secondment, in accordance with the Council's policy for secondment of staff, for every 100 members that that trade union has employed by Wiltshire Council. How this time is divided between representatives will be a matter for the individual trade union. The appropriate service department will be financially compensated for by the Council to allow for the representative to take up the secondment.
- 10.2 In addition to the above the Council will provide funding, equivalent in real terms to the budget transferred from Salisbury District Council on 1st April 2009, for Wiltshire UNISON to employ a Branch Organiser. This funding is increased annually in line with the National Joint Council pay settlement. The Council recognises the UNISON Branch Organiser as a representative of the union for all industrial relations and health and safety matters. The Council provides all payroll functions in the administration of the UNISON Branch Organiser's employment. All other matters concerning the employment and terms and conditions of the UNISON Branch Organiser is a matter for Wiltshire UNISON Branch. The Council will give UNISON at least one year's notice if it wishes to remove or reduce funding for the post of UNISON Branch Organiser.

11 Trade Union Duties

- 11.1 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, Capability or Grievance procedures.

- To attend meetings of the JCC, Safety Committee 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.
 - 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.
- 11.2 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.
- 11.3 Overtime payments will not be made for any time spent on union duties over and above normal working hours.
- 11.4 Management will always endeavour to ensure that any meetings they arrange that involve Trade Union representatives will occur during normal working hours.
- 12 **Training**
- 12.1 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.

12.2 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.

12.3 The timing of training must be agreed with the representative's line manager and will not be unreasonably refused.

12.4 Appendix 4 summarises the trade union lay roles.

13 Interpretation, Variation and Termination

13.1 Any disputes as to the interpretation of this Agreement shall be referred to the Joint Consultative Committee (JCC) in the first instance. 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.

13.2 There shall be no variation to or termination of this Agreement except by joint agreement after negotiation at JCC.

Signed –

For the Council –

For UNISON –

For GMB –

For Unite –

JOINT CONSULTATIVE COMMITTEE

1 Functions and Scope

1.1 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.

1.2 To provide for the participation of staff in decisions that effect their working lives by establishing a regular channel where Council policies may be discussed, differences resolved and representation made.

1.3 To consider any employee/industrial relations matter referred to it by the Council and any Trade Union recognised under this agreement.

1.4 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 (as per paragraphs 6 and 7 of the agreement).

1.5 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".

1.6 The matters for discussion at the JCC shall be all those covered by paragraphs 6 and 7 of the Trade Union recognition agreement.

1.7 The Health and Safety Committee of the Council will report to the JCC.

2 Membership of the Full JCC

2.1 The Management side shall consist of seven members.

2.2. 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.

3. Co-option

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

4 Secretaries

4.1 There shall be Joint Secretaries to the JCC, one from the Management Side and one from the trade union side.

5. Attendance and Appointment.

5.1 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.

5.2 On the occurrence of a casual 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.

5.3 Regional or National Officers of the Trades 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.

6. The Chair

6.1 The Chair shall be held in alternate years by the Management Side Chairperson and the Trade Union side Chairperson.

7. Meetings

7.1 Meetings will be held quarterly.

7.2 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.

7.3 The Council shall provide accommodation for meetings and also the cost of the secretarial and administrative support will be borne by the Council.

7.4 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 may agree to vary paragraph 7.2 above in these circumstances.

8. Quorum

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

9 Failure to agree

9.1 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.

Structure of JCC and Forum in the Council's Constitution

FORUM

- 1 The Forum is set up to support harmonious employer / employee relations which accord with the Council's Core Values and provide a link with the Council's Members.
- 2 The Forum can consider any matter related to employment with the Council but in particular the following matters relating to employees will be within its remit:
 - 2.1 reports from the work of the JCC
 - 2.2 education and training
 - 2.3 general personnel and staff welfare matters
 - 2.4 equal opportunities
 - 2.5 policy decisions or proposals made by the Council as they affect staff
- 3 Matters for consideration by the Forum will be determined and agreed following discussion at the JCC.
- 4 The terms and conditions of individual employees will not be discussed by the Forum. It is recognised, however, that the circumstances affecting an individual may highlight a point of principle which the Forum may wish to discuss.
- 5 The Forum is composed of:
 - 5.1 four elected Members (one of which should be the Portfolio holder for Resources on the Council's Cabinet). As far as possible all political parties will be represented. If, however, more than four parties comprise the full Council, the parties with the smallest number of representatives will need to agree how to share a place on the Forum.
 - 5.2 four staff representatives (3 UNISON, 1 GMB / Unite – job share).
 - 5.3 A quorum of 2 Members and 2 Trade Union Representatives should be present to allow a meeting to take place.
- 6 The Chair and Vice Chair will rotate annually between the two sides (effective from the first meeting following Annual Council).
- 7 The Forum will be advised by the Head of Human Resources / Personnel and the UNISON Branch Organiser.

APPENDIX B

- 8 Depending on the agenda, Officers of the Council, full time Union Officers or other people may attend or be co-opted without invitation but will not be entitled to vote on matters.
- 9 The intention is that both sides will support resolutions and recommendations which would then be referred to the Council's Cabinet for consideration. Where agreement cannot be reached reference may be made by the trade union side to Cabinet but with it noted that this did not have the support of the Forum. There is provision for the Trades Unions to address the Cabinet direct concerning the Forum recommendations or union referrals, but where it is the intention to do this, the trade union side must indicate this at the Forum.
- 10 A meeting of the Forum will take place at least four times a year.
- 11 The administrative functions of the Forum shall be provided by the Council.

**Constitution of the Wiltshire Council
Joint Central Health and Safety Committee**

1. Purpose

The Committee exists to 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.

2. Functions

- a) To secure the effective co-operation of all employees in ensuring the health, safety and welfare of those persons represented;
- b) To encourage a uniform approach and best practice by all departments, by developing knowledge, raising awareness and promoting a pro-active management approach;
- c) To consider the impact of new legislation;
- d) To consider and develop policy;
- e) To promote communications and publicity within the Authority;
- f) To promote and monitor the effectiveness of the safety content of employee training;
- g) To analyse and consider the implications of information and reports from Enforcing Authorities;
- h) To examine safety reports on a similar basis;
- i) To develop, introduce and monitor safety rules and safe systems of work;
- j) To study accident/notifiable disease statistics and trends so that reports can be made to management on unsafe or unhealthy conditions and practices, along with recommendations for remedial action;
- k) To watch over the adequacy of health and safety communication and publicity in the workplace;
- l) To keep the effectiveness of the Safety Policy under review and as necessary recommending changes to it;

- m) To consider and recommend action where local management has been unable to resolve a health and safety issue satisfactorily.

3. Membership

The Committee shall comprise:

- a) Representing the Council:

- i) The Head of HR
- ii) 1 nominated officer from each of:
 - Transport, Environment and Leisure
 - Economic Development, Planning and Housing
 - Resources
 - Children and Education
 - Community Services

- b) Representing staff:

Staff representatives can attend as per the tariff below.
Nominees are at the discretion of individual unions but should be union-appointed Safety Representatives or Safety Officers and reflect the whole of the County Council's workforce.

UNISON	4 representatives
GMB	1 representative
Unite	1 representative

- c) The Council's Occupational Health and Safety Manager, Insurance and Risk Manager and an Occupational Health Nursing Adviser shall be permanent advisers to the Forum. The UNISON Branch Organiser and the UNISON Health and Safety Officer will also be permanent advisers to the Committee. Other internal advisers from either side of the Forum and other external advisers may attend from time to time subject to prior notice being given to both sides.
- d) The number of management representatives should not exceed the number of employee representatives.
- e) Management representation should be aimed at ensuring adequate authority to give proper consideration to views and recommendations.

- f) Additional management representatives may attend the Forum for items of interest.
- g) Substitutes will be allowed for both sides.
- h) Membership of the safety committee must be regarded as part of an individual's normal work. He/she should suffer no loss of pay through attendance at meetings of the committee or at other agreed activities, such as safety inspections undertaken by, or on behalf of, the committee.

4 Conduct of Business

- a) The committee will meet at least quarterly, and more frequently if business demands, on dates agreed generally one year in advance.
- b) The Chair will rotate annually between the Council and staff side.
- c) Management agenda items will be prepared by the Occupational Health and Safety Manager. Items from employee representatives should be submitted to the Occupational Health and Safety Manager at least 10 working days before the day of the meeting. All members of the Committee are encouraged to put forward items.
- d) All members of the committee should have equal voting rights. Neither side is responsible to, or for, the other.
- e) Minutes of the meeting will be taken by a secretary appointed by the Chairman and circulated as soon as possible after the meeting. Minutes will be submitted to the Council's Regulatory Committee and the Joint Consultative Committee and will be available to all employees via the Intranet.
- f) This Constitution will be reviewed annually or at any other time at the request of either side.

5 Schools Safety Forum

A forum for management and trade union representatives in schools will be held on a regular basis to discuss all schools related health and safety issues. Notes from these meetings, general policy matters and unresolved issues will be referred to the Council's Joint Central Health and Safety Committee.

Appendix 4

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 directorate, department 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.