

RECOGNITION and PROCEDURAL AGREEMENT

between

East Herts Council

Pegs Lane

Hertford

SG13 8EQ

and

UNISON East Herts Branch

Council Offices

The Causeway

Bishop's Stortford. CM23 2EN

1. DEFINITION OF TERMS

In this Agreement:-

The Organisation - refers to East Herts Council

The Union refers to the East Herts Branch of UNISON

Staff refers to all employees of the Organisation

2. COMMENCEMENT DATE

This Agreement commences on October 2004

3. OBJECTIVES

- 3.1 In drawing up this agreement, the Organisation and the Union recognise that the Organisation exists to fulfil its aims and objectives.

- 3.2 The purpose of this agreement is to determine trade union recognition and representation within the organisation and establish a framework for consultation and collective bargaining.
- 3.3 The parties have identified common objectives they wish to pursue and achieve. These are:
 - 3.3.1 to ensure that employment practices in the Organisation are conducted to the highest possible standards;
 - 3.3.2 to enhance effective communication with all staff throughout the organisation;
 - 3.3.3 to achieve greater participation and involvement of all members of staff on the issues to be faced in running and developing the Organisation
 - 3.3.4 to ensure that equal opportunities are offered to staff or prospective staff and that the treatment of staff will be fair and equitable in all matters of dispute.

4. GENERAL PRINCIPLES

- 4.1 The Organisation and the Union accept that the terms of this agreement are binding in honour upon them but do not constitute a legally enforceable agreement.
- 4.2 The Union recognises the Organisation's responsibility to plan, organise and manage the work of the Organisation in order to achieve the best possible results in pursuing its overall aims and objectives.
- 4.3 The Organisation recognises the Union's responsibility to represent the interests of its Members and to work for improved conditions of employment for them.
- 4.4 The Organisation encourages employees to become and remain members of an appropriate union in accordance with this agreement.
- 4.5 The Organisation and the Union recognise their common interest and joint purpose in furthering the aims and objectives of the Organisation and in achieving reasonable solutions to all matters which concern them. Both parties declare their commitment to maintain good employment relations.
- 4.6 The Organisation and the Union accept the need for joint consultation and collective bargaining in securing their objectives. They acknowledge the value of up to date information on important changes, which affect employees of the Organisation.

5. UNION REPRESENTATION

- 5.1 The Organisation recognises UNISON as the Trade Union with which it will consult and negotiate with in all matters set out in Clause 7.4 of this agreement.
- 5.2 The Organisation accepts that the Union's members will elect representatives in accordance with their Union Rules to act as their spokespersons in representing their interests.

- 5.5 The Union agrees to inform the Organisation of the names of all elected representatives in writing within five working days of their election and to inform the Organisation in writing of any subsequent changes, each time within five working days of the change having taken place. Persons whose names have been notified to the Organisation shall be the sole representatives of the UNISON membership.
- 5.6 The Organisation recognises that Union representatives fulfil an important role and that the discharge of their duties as Union representatives will in no way prejudice their career prospects or employment with the Organisation.
- 5.7 The Organisation will inform all new employees of this agreement and will encourage them to join the union and provide facilities for them to talk to a workplace representative as part of their induction procedure. The Organisation will supply union representatives with new starter details to enable them to contact new employees.
- 5.8 The Organisation will undertake the check -off of trade union subscriptions for any employee requesting this facility.

6. UNION MEETINGS AND OTHER FACILITIES

- 6.1 Meetings of Union members may be held on the Organisation's premises outside working hours and there shall be no restriction on the frequency or duration of such meetings. Such meetings will be open to all staff members who are members.
- 6.2 Union meetings may be held on the Organisation's premises inside working hours provided that prior consent for such meetings shall be obtained from the Organisation by the Union. Such consent shall not unreasonably be withheld. The Union shall provide the Organisation with a timetable of regular Union meetings or give at least three working days notice of the intention to hold a meeting.
- 6.3 The Organisation agrees to provide defined facilities to the Union representatives to enable them to discharge their duties including: provision of secure office space; a notice board; access to confidential telephone, fax, internal mail and email; reasonable use of equipment such as telephones, franking machines, photocopiers, and PC's; reasonable accommodation for meetings and trade union education, and reasonable access to administrative support and secretarial services.
- 6.4 Subject to the agreement of the Organisation, Union representatives will be granted special leave without loss of pay to attend training courses run by the Union or other appropriate bodies which are relevant to the discharge of their Union duties.
- 6.5 Union representatives will be permitted to take reasonable paid time off during working hours to enable them to carry out their duties under this agreement. Where such duties cannot be carried out as part of the normal working day as much notice as possible will be given of the need to take time off. Any dispute shall be referred to the LJP for agreement.

6.6 Subject to reasonable prior notice and the consent of the Organisation, which shall not unreasonably be withheld, Union representatives will be permitted reasonable time off during working hours for the purpose of taking part in Trade Union activity.

7. LOCAL JOINT PANEL

7.1 The Organisation and the Union agree to set up a Local joint Panel consisting of representatives of both sides.

7.2 The Local Joint Panel shall be governed by a written constitution, a copy of which is attached to this Agreement (Appendix 1).

7.3 The functions of the Local Joint Panel shall include:-

7.3.1 Information

The Organisation undertakes to supply the union with the necessary information for it to carry out effective consultation and negotiation. This shall include the Organisations employment policies and procedures and proposed amendments and additions.

7.3.2 Consultation

To have proper consultation with staff to enable feedback and discussion before decisions are taken concerning matters directly affecting the interests of the Organisation's staff as set out under Clause 7.4 below.

7.3.3 Negotiation

To negotiate and reach agreement on all issues pertaining to the matters set out under Clause 7.4 below.

7.4 The following matters shall be the subject of consultation and negotiation:-

Terms and Conditions of Employment

Job Descriptions

Hours of Work

Holiday and Sickness Arrangements

Pensions

Overall Salary Structure

Pay

Health and Safety

Equal Opportunities Policies

New Technology

Training and Recruitment

Staff Amenities

Redundancy and Redeployment

Disciplinary and Grievance Procedures

Relocation of offices

Any other item which both sides agree to refer

8. GRIEVANCES AND DISCIPLINE

- 8.1 The Organisation recognises the Union's right to represent the interests of all or any of its members at all stages during grievance and disciplinary procedures and to call in Union representatives who are not employees of the Organisation wherever this is considered appropriate.
- 8.2 The Organisation undertakes to inform the Union representatives immediately of the name of any UNISON staff member faced with disciplinary action to enable the Union to make appropriate arrangements for representation. This information will be limited to the name of the member only.
- 8.3 Union representatives will be permitted to spend reasonable paid time inside working hours to discuss grievance or disciplinary matters with affected employees, and to prepare their case, in accordance with 6.5 above.
- 8.4 In order to resolve collective disputes arising from a failure to agree in the negotiating forum, there shall be a timetable of meetings, involving representatives of both the staff and employers side, to seek to resolve any dispute. Both the Organisation and the Union will be entitled to have advisors at any dispute meeting, subject to the agreement of both sides.

9. VARIATIONS

- 9.1 This Agreement may be amended at any time with the consent of both parties.

10. TERMINATION

- 10.1 The Agreement shall not terminate except by mutual consent.

SIGNED for (the Organisation)

DATE

SIGNED for UNISON

DATE