



Mewn partneriaeth â
Llywodraeth Cymru
In Partnership with
Welsh Government



Model Trade Union Recognition Agreement

For the Social Care Sector in Wales

Developed by the Social Care Workforce Partnership, this model template is intended for social care providers to adopt and adapt for use within their own organisations.

Model Trade Union Recognition Agreement

The following model provides a framework for drafting a comprehensive trade union 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 model can be adjusted to take account of different levels of recognition.

Recognition and Procedural Agreement

between

[Name of Employer]

[Address]

and

[Name of Trade Union/s]

[Address/es]

1. DEFINITION OF TERMS

In this Agreement:-

Employer refers to ***[Name of Employer]***

The Union refers to the ***[Name of Trade Union/s]***
[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

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.

[This may require detail on what the bargaining unit entails within the 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/s recognises the Employer's responsibility to plan, organise and manage the work of the Employer 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 publicly 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/s recognise their common interest and joint purpose in delivering effective and high-quality services, and in achieving reasonable solutions to all matters which concern them.
- 3.7 The Employer and the Union/s declare their commitment to maintain good industrial relations.
- 3.8 The Employer and the Union/s 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/s 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/s as the trade union/s 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/s as the body representing Staff for the purposes of informing and consulting the workforce. Informing and consulting employees will take place through the relevant trade union 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 relevant union's 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 any member of staff's 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 a 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 allow union access to the intranet to promote and inform members of staff about the union/s.
- 4.8 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/s on the Employer's premises and/or online, outside working hours. Such meetings will be open to all employees. The employer will allow union/s to contact all members of staff, including members and non-members, via email for the same purpose. Such consent shall not be unreasonably withheld.
- 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/s shall provide the Employer with a timetable of regular Union meetings or give at least five 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/s on the Employer's premises and/or online inside working hours provided that prior consent for such meetings shall be obtained from the Employer by the Union. Such meetings will be open to all employees. The employer will allow the Union/s to contact all members of staff, including members and non-members, via email for the same purpose. Such consent shall not be unreasonably withheld.
- 5.5 The Employer recognises that the Union/s 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.
- 5.7 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.
- 5.8 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.]***

- 5.9 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.

[An appendix can be attached containing a more detailed 'time off and facilities agreement' if negotiated within your workplace.]

6. JOINT NEGOTIATING AND CONSULTATION COMMITTEE

- 6.1 The Employer and the Union/s 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 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]** paragraph 5.6 above or the *'time off and facilities agreement'* if in place.

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 The nature and content of this agreement may only be amended with the consent of both parties.

11. SIGNATORIES

This agreement is made between ***[Name of the Employer]*** and ***[Name of Trade Union/s]***. This agreement comes into force on:

DATE:.....

This agreement will be reviewed on:

DATE:.....

SIGNED.....for ***[Name of Employer]***

DATE

SIGNED.....for ***[Name of Trade Union]***

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 membership within the Employer, as well as **[state how many]** employees of the union.
- 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, 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

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 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 arbitration. This will involve the appointment of an accredited arbiter normally under the auspices of ACAS, whose function is to consider each party's case and to reach a decision on the disputed issue.

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].