

Work Voice Pay

TRADE UNION RECOGNITION TEMPLATE



National Organising & Leverage Department
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Work Voice Pay

Work, Voice, Pay is the cornerstone of our Union's industrial strategy. At Unite we know that it is only by delivering at the workplace that we remain relevant to working people. It is our success or failure at the bargaining table that we are ultimately judged on.

I am delighted that our research consistently proves that Unite negotiations secure better pay deals for working people. But we are determined to help further improve delivery for our members at the workplace. At its core this pledge focuses on what our Union does best:

- Securing good jobs and decent work
- Making sure workers have a strong and effective voice
- Getting decent pay and conditions

As part of this programme Unite is producing a range of Work, Voice, Pay templates and guides to assist you, our shop stewards and representatives, in your critical work on behalf of our members. I hope that this latest guide to campaigning on pay will help you grow the union and win for workers.



Sharon Graham
General Secretary

Why is Recognition Important?

Recognition of a trade union by an employer means that the union and its members have the right to negotiate as a collective with the employer, commonly referred to as collective bargaining.

Collective bargaining brings increased power to Unite Shop Stewards/Reps and their members: the power to negotiate on pay, benefits, terms and conditions and health and safety in the workplace. Without recognition and the right to bargain collectively workers are immediately disadvantaged, with only the right to have a Unite Shop Steward/Rep or Unite Official represent them in a grievance or disciplinary.

Workers in workplaces that recognise trade unions have better terms and conditions than comparable non-unionised sites. Government research shows that workers in unionised workplaces earn on average £4,000-a-year more than workers in comparable non-unionised workplaces and have greater job satisfaction and job security.

Recognition also means a safer workplace. It is a fact that there are 50% fewer accidents in unionised workplaces than comparable non-unionised sites. With a recognition agreement Unite members can elect their own health and safety rep's, trained by Unite tutors to monitor health and safety in the workplace.

Think hard about what your Shop Stewards Committee and members want from your recognition agreement; consult with your members to build support and expectation from them. Using this Template Recognition and Procedural Agreement you will be able to negotiate with your employer to get an agreement that works well for you and your members.

Template Recognition and Procedural Agreement

This agreement (hereafter called 'the Agreement') is made between INSERT NAME (hereafter called 'the Employer') and UNITE THE UNION (hereafter called 'the Union'). The Employer and the Union are referred to jointly in the Agreement as 'the Parties'

Objectives

It is important to state from the start that good industrial relations are the objective of the Agreement and that it is agreed that they are the responsibility of both the Employer and the Union. There must be mutual respect and understanding on both sides and a commitment to co-operation and dialogue.

1. OBJECTIVES

- 1.1 Industrial relations are a joint responsibility of the Parties and require the meaningful participation of all concerned. The Agreement is designed to encourage and assist co-operation and constructive dialogue.
- 1.2 The Agreement provides a system of representation and procedures through which the Parties may raise items of common concern, of either an individual or a collective nature.
- 1.3 The Parties recognise the importance of ensuring that all management and employee relationships are based on mutual understanding and respect and that employment practices are conducted to the highest possible standards.
- 1.4 The Parties are committed to developing equal opportunities and anti-harassment procedures for employees or prospective employees. The Parties are further committed to ensure that the treatment of staff will be fair and equitable in all matters of discipline and grievance.

Scope of this Agreement

Specify the workers that will be covered by the agreement, often known as the bargaining unit. Will the workers covered by the agreement be those working on a particular site(s) or those that carry out a specific role?

2. SCOPE OF THIS AGREEMENT

The Agreement covers all employees up to and including (INSERT) level and the Employer recognises the Union as the sole union entitled to represent the interests of the employees and negotiate on their behalf.

General Principles

In the pursuit of constructive industrial relations the employer will agree that the representation of workers by Unite is essential. In turn, Unite Shop Stewards/Reps will agree that the employer has a responsibility to manage its own affairs effectively.

Although the agreement is not legally enforceable, both the employer and Unite agree that the agreement is binding in honour upon them.

3. GENERAL PRINCIPLES

- 3.1 The Employer believes that a union capable of representing its members with authority and responsibility is essential to the maintenance of good industrial relations.
- 3.2 The Employer recognises the Union's responsibility to represent the interests of its members.
- 3.3 The Union recognises the Employer's responsibility to manage its affairs effectively.
- 3.4 The Employer and the Union recognise that the progress of the Employer is in the interests of both parties. Both parties declare their common objective to maintain constructive industrial relations.
- 3.5 The Employer and the Union accept that the terms of the Agreement are binding in honour upon them.

Union Representation

In recognising the union, the employer will agree to consult and negotiate with the union on all matters of interest to workers. This does not mean that the employer chooses what they think are matters of interest to workers but agrees to consult on all matters: including those that are brought to the table by Unite Shop Stewards/Reps.

The employer will also inform all workers (including new workers) of its agreement with the union and provide proper facilities for all workers to talk to a Shop Steward/ Rep.

Facilities must be provided by the employer for the election of Shop Stewards/Reps in accordance with Unite rules.

Once elected the Shop Stewards/Reps should be collectively recognised as the Shop Stewards Committee for the purposes of negotiation with the employer. The Shop Stewards Committee should always ensure that it provides the employer with the names of all the elected Union Representatives.

Finally, it is vital that the employer agrees that being a Shop Steward/Rep will not prejudice workers' career prospects or future employment.

4. UNION REPRESENTATION

- 4.1 The Employer recognises the Union as the only Trade Union (CHECK AND AMEND AS APPROPRIATE) with which it will consult and negotiate on all matters of interest of the employees.
- 4.2 The Employer will inform all employees of the Agreement and provide facilities for them to talk to a Union Representative. The Employer will regularly provide the Union with a list of all new employees and provide facilities for them to talk to a Union Representative.
- 4.3 Union members will elect Union Representatives (e.g. Shop Stewards and Health and Safety Representatives) in accordance with the rules of the Union to act as their spokespersons and to represent their interests. The Union agrees to inform the Employer of the names of all elected Union Representatives in writing within 5 working days of their election and to inform the Employer in a similar manner of any subsequent changes. Persons whose names have been notified to the Employer shall be the sole representatives of the employees.
- 4.4 Facilities will be provided by the Employer for elections to be held as required by Union rules.
- 4.5 Collectively, the elected Union Representatives will be recognised as the Shop Stewards Committee.
- 4.6 The Shop Stewards Committee may elect a recognised Senior Union Representative from within its ranks.
- 4.7 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 their career prospects or employment with the Employer.

Facilities

Facilities are the backbone of the agreement; they ensure that Shop Stewards/Reps have the time and means to consult with members during working time.

The agreement should ensure that elected Shop Stewards/Reps are allowed more paid time for union responsibilities, including:

- Time during working hours to consult with members via advice surgeries;
- Time during working hours support and represent individual Unite members;
- Opportunities for Unite training e.g. negotiating skills, health and safety and employment law.

As well as allowing time in working hours for Shop Stewards/Reps to carry out union duties the employer should agree the following provision as a minimum:

- Accommodation for union meetings;
- Sole use of dedicated, secure and easily accessible storage space;
- Office equipment including: access to a computer, secure internet and e-mail, secure telephone, photocopier and fax machine;
- Dedicated Unite notice boards in agreed areas;
- Free distribution of official Unite communications within agreed areas.

5. FACILITIES

- 5.1 The Employer will provide appropriate time off arrangements and facilities for Union Representatives to carry out their functions effectively.

(Please refer to Facilities Template)

Union Meetings

A well organised workplace relies upon good communication between Shop Stewards/Reps and members - individual surgeries with members are only one aspect of this. Shop Stewards/Reps must have the paid time and facilities to arrange collective meetings with members in work time.

The employer should agree to provide facilities for collective meetings with members. Shop Stewards/Reps should also have agreement for paid time and facilities to meet with Shop Stewards/Reps from other employer sites, as well as Unite Officials and Organisers.

6. UNION MEETINGS

- 6.1 The Employer will provide Shop Stewards/Reps and union members with appropriate paid time and facilities to meet collectively with each other, with Shop Stewards/Reps from the Employer's other workplaces, with Officials and Organisers.

(Please refer to Facilities Template)

Check-off System

Check-off is an arrangement between the employer and the union whereby the employer with the written consent of a Unite member makes deductions of union subscription on behalf of Unite.

7. CHECK OFF SYSTEM

- 7.1 It is agreed that a check-off system will operate whereby the Employer will deduct Union subscriptions from the wages/salaries of Union members and pay them to the Union each month with a schedule of payment with no charge to the Union. Individual members will authorise deductions in writing, appropriate forms will be provided by Union Representatives.

Joint Consultation and Negotiation

The pursuit of good industrial relations is the object of the agreement. To this end the employer must agree to enter into negotiation with Unite Shop Stewards/Reps on all matters in which members have an interest. To facilitate these negotiations meetings must be formalised, taking place at least once a year (this is not set in stone and you may well decide that you want to meet more frequently) and held on dates that are convenient to both sides.

It is also important that an 'anniversary date' should be set for pay talks between the employer and the union. Set this date for a time that is best for you to maximise your bargaining strength. If your employer has a particularly important operational period in the year then you should seek to negotiate as close to this period as possible. Set the anniversary date close to that of the employer's other bargaining units.

If your sector has a Unite Industrial Combine as Shop Stewards/Reps you should investigate the potential for setting an anniversary at a date that is beneficial to all the members in your Combine. This provides Unite members across a sector with increased bargaining strength and diminishes the ability of employers to undercut wages in a sector.

8. JOINT CONSULTATION AND NEGOTIATION

- 8.1 The Employer undertakes to enter into meaningful consultation and negotiation with the Union on all matters in which their members have an interest and will seek to resolve any differences by agreement.
- 8.2 Formal negotiations will take place between the Parties on an annual basis.
- 8.3 The anniversary date for negotiations and details of participants of both sides (The Negotiating Committee) will be agreed by the Parties
- 8.4 Further arrangements are shown under Procedure for the Avoidance and Resolution of Disputes/Grievance procedures.

(please see Appendix 1 and 2)

Variation or Termination of Agreement

Collective Agreements can change over time whilst retaining their core principles. However, no agreement can be changed without mutual agreement of both the employer and the union.

9. VARIATION OR TERMINATION OF AGREEMENT

The agreement may only be varied by the mutual consent of the Parties. In the event of either party wishing to terminate this agreement, the other party will be given six months' notice in writing, during which period the Agreement will remain in force.

Signed on behalf of Unite _____

Date _____

Signed on behalf of (Employer Name) _____

Date _____

APPENDICES

As stated earlier this is a Template for guidance only. For example, the procedures in these appendices are based upon those recommended by ACAS. However, it is important to consider the needs of your workplace in times of dispute. For instance, you may need to escalate action quickly and not be held back by long drawn out procedures.

APPENDIX 1: NEGOTIATING PROCEDURE

1. INTENTION

- 1.1 The Agreement lays down the procedures by which all issues arising between the Parties can be considered and resolved.
- 1.2 It is intended that issues will be resolved at the earliest stage possible and as speedily as possible.
- 1.3 Until the issue is resolved by way of agreement, whatever conditions prevailed prior to the grievance will continue to apply.
- 1.4 Any matters relating to proposed change of terms and conditions of employment will be negotiated between the Employer and the Union. In the event of any 'failure to agree' between the parties, any matter will be referred to stage 4 of the Grievance Procedure.

APPENDIX 2: PROCEDURE FOR THE AVOIDANCE OF DISPUTES AND RESOLUTION OF GRIEVANCES

1. OBJECTIVE

- 1.1 The aim of this procedure is to settle grievances promptly and fairly.
- 1.2 Pending the settlement of a grievance, the same conditions that applied prior to the grievance shall continue.

2. PRINCIPLES

- 2.1 In the case of an individual grievance, individuals have the right to be accompanied by a Union representative, colleague or full time Union official of their choice of their choice at each stage of the procedure.
- 2.2 The time limits laid down below can only be varied with agreement by both parties. However, all stages of the grievance should be completed within 28 days, excluding the involvement of ACAS.

3. PROCEDURE

3.1 STAGE 1

- 3.1.1 An employee who has a grievance must first discuss it with his/her line manager. Such a meeting will take place within 2 working days of notification. The employee may if she/he wishes, be accompanied by a Union representative, colleague or if the member requires a full-time Union official.
- 3.1.2 A group who have a grievance must first discuss the issue with their line manager through the appropriate Union Representative and such a meeting will take place within 5 working days of notification.
- 3.1.3 The line manager will make every effort to resolve the issue. If a satisfactory resolution has not been reached within 5 working days following the meeting the issue will be referred to the next stage.

3.2 STAGE 2

If the grievance is not settled at Stage 1 then the appropriate Union Representative or full-time Union official will refer the matter to the next appropriate senior manager. The matter will be discussed at a meeting within 5 working days of notification. If it is not resolved within 5 working days then the matter is referred to Stage 3.

3.3 STAGE 3

If the matter is not resolved at Stage 1 or 2 then the matter will be referred to the appropriate Union Representative or full-time Union official who will raise the issue with an appropriate Senior Manager. The Senior Manager will hear the stage 3 grievance within 5 working days. If it is not resolved within 5 working days then the matter is referred to Stage 4.

3.4 STAGE 4

If both parties agree the issue may be referred to ACAS. If this option is not taken the procedure will be exhausted.

3.5 STAGE 5

Until the matter is resolved by way of agreement, whatever conditions prevailed prior to the grievance will apply.

APPENDIX 3

Please refer to the separate Unite Work, Voice, Pay Union Facilities Template.

Useful Links

Unite the Union – What is recognition and what would it mean in my workplace?

<http://tinyurl.com/qgg2cej>

GOV.UK - Employers: recognise a trade union

<http://tinyurl.com/qblvm7j>

Department for Innovation Business & Skills – Trade Union Membership 2013

<http://tinyurl.com/orwd8uc>