

Report to: Bolton Cares Steering Committee

Date 12th July 2017



Report of: Chief Executive Officer: Bolton Cares

Report No:

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Report Title: **Annual Review of the Bolton Cares Trade Union Recognition Agreement**

**Confidential /
Non Confidential:**

Non-Confidential

Purpose:

The purpose of this report is to propose a number of changes to the Trade Union Recognition Agreement in place for Bolton Cares.

Recommendations:

The Bolton Cares Steering Committee is recommended to approve:

1. The proposed changes to the trade union recognition set out Section 3 of this report and the revised Recognition Agreement, as set out at Appendix 1, for consultation with the recognised trade unions (Unison and GMB); and
2. That following consultation, the Chief Executive of Bolton Cares presents final proposals for approval at the next Steering Committee meeting.

Background Doc(s):

1.0 Background

- 1.1 The Trade Union Recognition agreement for Bolton Cares was signed by representatives of the Company and of the GMB and Unison trade unions on 4th April 2016. The recognition agreement includes a requirement for an annual review and this review is now overdue.
- 1.2 Bolton Cares recognises the important of good industrial relations and the role that the recognised trade unions play in supporting their members and in improving the quality of the services provided by Bolton Cares.
- 1.3 The basis of the relationship between Bolton Cares and the trade unions is outlined in a trade union recognition agreement, attached.

2.0 Operation of the Trade Union Recognition Agreement During 2016/17

- 2.1 Overall, the trade union recognition agreement has provided a sound basis for the relationship between the company and the recognised trade unions; Unison and GMB.
- 2.2 There have been no disputes in 2016/17. Issues of sickness management, capability, grievance and discipline have been managed effectively and in a spirit of partnership. Negotiation on important issues such as pay and staffing restructure has been conducted cordially, quickly and with positive outcomes for all parties.
- 2.3 No reasonable request for trade union representatives to take time off work for trade union duties has been refused.

3.0 Proposed Changes to the Bolton Cares Trade Union Recognition Agreement

- 3.1 The following changes are proposed to the wording and/or the operation of the Bolton Cares Trade Union Recognition Agreement.

3.2 Time Off for Convenors/Workplace Organisers.

- 3.3 Following the transfer of services from the Council to Bolton Cares it was recognised that there would be a considerable amount of change during the first year of the operation of the business. It was acknowledged that this may be particularly demanding for the Unison convenor, given the relatively large number of Unison members in the Bolton Cares workforce.
- 3.4 To acknowledge the additional demands that the transfer of services from the Council to the company would place on the trade unions, two days of dedicated, paid time off was agreed for the Unison convenor.

- 3.5 Now that Bolton Cares is at the end of the first year of operation of the company and the changes associated with the transition of services from the Council are complete, it is appropriate to review the amount of dedicated Unison convenor time.
- 3.6 Data provided by Unison Bolton indicates that the Unison convenor used 362 hours of facilities time during 2016/17. This equates to an average of 6.9 hours per week.
- 3.7 It is, therefore, proposed that the amount of dedicated time that the company will provide for the Unison convenor will be up to one day per week. It is recognised that this is an average figure and that the actual amount of facilities in any one week will vary.
- 3.8 Ratio of Members to Stewards**
- 3.9 The trade union recognition agreement states that the number of trade union representatives shall be reasonable in relation to the number of members represented. However, the agreement is silent on the number of stewards that is considered to be reasonable.
- 3.10 Agreeing a ratio of trade union representatives to members sets an expectation with regards to trade union representation as the company and its workforce grows.
- 3.11 The aim here is to ensure that the current, effective level of trade union representation can change appropriately as the number of trade union members varies.
- 3.12 There is currently one trade union representative for GMB and, given the number of GMB members (fewer than 50) this is felt to be appropriate.
- 3.13 There are currently 222 Unison members in the Bolton Cares workforce. There are five Unison reps; one convenor and four active stewards.
- 3.14 Data provided by Unison confirms that there were four active trade union stewards during 2016/17. Unison data indicates that these four stewards undertook 94 pieces of casework during 2016/17, an average of 1.4 pieces of casework per month. Of these 94 instances of casework 52 were dealt with via phone or by email.
- 3.15 Data held by both Unison and Bolton Cares indicates that the current level of trade union representation is appropriate and, therefore, it is proposed that the current ratio of trade union representatives for Bolton Cares is maintained on the following basis.

Trade Union Members	Representatives (Convenors and Stewards combined)
0 – 50	1
50 – 100	2
100 - 150	3
150 - 200	4
200 - 250	5
250 - 300	6

3.16 It is important to note that in proposing the above ratios, Bolton Cares is not proposing any reduction in the current number of trade union stewards or any restrictions on the amount of facilities time that stewards can request to support union members in the Bolton Cares workforce.

3.17 Time Off for Branch Responsibilities

3.18 The trade union recognition agreement is silent in relation for time off work for representatives to undertake branch responsibilities.

3.19 A number of Bolton Cares employees hold or have held branch positions in Unison, including the Branch Equalities Officer, Branch Welfare Officer and Branch New Technology Officer.

3.20 Whilst it is important that Bolton Cares provides time off for trade union representatives to undertake activity that is directly related to supporting the employees of Bolton Cares. It is not appropriate that Bolton Cares provides time off for trade union representatives to support the employees of other organisations.

3.21 It is, therefore, proposed that the recognition agreement be amended to make it clear that Bolton Cares will not provide paid or unpaid time off for trade union representatives to undertake activity related to branch roles.

3.22 Time Off to Attend Conferences and External Meetings

3.23 Trade union conferences are large events and are often a full week in length.

3.24 It is not appropriate for Bolton Cares to meet the costs of such conferences or for trade union representatives to attend external meetings. Neither should the company or its service users suffer the disruption of having valued members of staff out of the workforce for such a considerable period of time.

3.25 It is, therefore, proposed that the recognition agreement be amended to make it clear that Bolton Cares will not release trade union representatives on either a paid or unpaid basis to attend trade union conferences or other trade union events.

3.26 Payroll Processing

3.27 There is a 2% administrative charge associated with the company's payroll provider processing trade union subscriptions. Currently, these charge is not documented in the recognition agreement

3.28 Other than documenting this figure in the recognition agreement, no changes are proposed.

3.29 Venues for Trade Union Meetings

3.30 Under the facilities agreement, Bolton Cares provides rooms for trade union to hold meetings related to supporting their members in the company. During 2016/17 Unison have not made use of the rooms that have been made available and have instead chosen to hold meetings at the Friends Meeting House in Bolton Town Centre.

3.31 It is felt that all trade union meetings related to Bolton Cares should take place on the company's premises and that the trade unions should make use of the facilities provided under the recognition agreement.

4.0 Recommendations

4.1 The Bolton Cares Steering Committee is recommended to approve:

4.2 The proposed changes to the trade union recognition set out Section 3 of this report and the revised Recognition Agreement as set out at Appendix 1, for consultation with the recognised trade unions (Unison and GMB); and

4.3 That following consultation, the Chief Executive of Bolton Cares presents final proposals for approval at the next Steering Committee meeting.

Appendix

Appendix 1: Proposed Bolton Cares Trade Union Recognition Agreement

TO BE BRANDED IN BOLTON CARES BRAND

Bolton Care and Support Steering Committee

01 April 2017 – 30th March 2018



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1 Introduction

- 1.1 In drawing up this agreement, Bolton Cares and the Trade Unions recognise that Bolton Cares exists to fulfil its aims and objectives.
- 1.2 The purpose of this agreement is to determine Trade Union recognition and representation within Bolton Cares and establish a framework for consultation and collective bargaining.
- 1.3 The parties have identified common objectives they wish to pursue and achieve. These are:
 - i. to ensure that employment practices in Bolton Cares are conducted to the highest possible standards;
 - ii. to enhance effective communication with all Staff throughout the organisation;
 - iii. to achieve greater participation and involvement of all members of staff on the issues to be faced in running and developing Bolton Cares;
 - iv. 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.

2 Parties, Coverage and Definitions

- 2.1 Throughout this agreement, the following definitions apply;
 - Bolton Cares – Refers to Bolton Care and Support Ltd, Bolton Cares (A) Ltd and Bolton Cares (B) Ltd.
 - ‘The Trade Unions’ means the recognised Trade Unions as listed below.
- 2.2 Bolton Care and Support recognises the following Trade Unions for individual and collective representation and consultation purposes;
 - The Bolton Branch of GMB.
 - The Bolton Branch of UNISON.

3 Principles and Objectives

- 3.1 Bolton Cares and the Trade Unions accept that the terms of this agreement are binding in honour upon them but do not constitute a legally enforceable agreement.
- 3.2 The Unions recognise Bolton Cares responsibility to plan, organise and manage the work of the Companies in order to achieve the best possible results in pursuing its overall aims and objectives.

- 3.3 Bolton Cares and the Trade Unions recognise their common interest and joint purpose in furthering the aims and objectives of Bolton Cares, the interests of its employees and in achieving reasonable solutions to all matters which concern them.
- 3.4 All parties declare their commitment to maintain good industrial relations.
- 3.5 Bolton Cares and the Trade Unions accept the need for joint consultation and collective bargaining in securing their objectives.
- 3.6 Bolton Cares recognises the Trade Unions' right to represent the interests of their members both individually and collectively.
- 3.7 Bolton Cares recognises the Trade Unions listed in Section 2 in this agreement for the purposes of, consultation and negotiation on behalf of the whole workforce in all matters set out in section 3.8.
- 3.8 The following matters shall be the subject of consultation and negotiation:
- Machinery for negotiation and consultation.
 - Terms and conditions of employment.
 - Staffing structures.
 - Pay.
 - Health and safety.
 - Equal opportunities.
 - Training and development.
 - Matters of discipline and grievance.
 - Physical conditions in which employees are required to work.
- 3.9 Bolton Cares and the Trade Unions declare their commitment to maintaining good industrial relations and agree to make every effort to resolve any difficulties which may arise and to ensure that this agreement is effective.

4 Structure for Consultation, Negotiation and Representation

- 4.1 Within Bolton Cares, consultation and negotiation will take place at three levels.

Company-Wide Level

- 4.2 At Bolton Cares consultation and negotiation on terms and conditions issues will take place through a Joint Negotiation and Consultation Committee ('JNCC') – See Section 7 and Appendix A.
- 4.3 Sub Groups may meet as appropriate to discuss details of proposed changes to matters set out in Section 3; such Sub Groups will only be formed by joint agreement and will report back to the full JNCC.

Operational Area Level

- 4.4 Within each functional area the service manager will schedule a regular Joint Operational Group (JOG) meeting with in-house Trade Unions representatives for the purpose of ensuring good ongoing relations through discussion of relevant operational issues within each service area. The number and scope of JOG meetings shall be a matter between the Board of Directors and the Trade Unions. The Trade Unions agree that the number of Joint Operational Groups and the attendance of Trade Union representatives at such groups shall be reasonable.

Individual Level

- 4.5 Bolton Cares will work constructively with union representatives where issues are specifically about an individual employee.

5 Trade Union Representatives

- 5.1 For the purposes of this agreement, the term 'Trade Union representatives' includes workplace representatives, health and safety representatives and learning representatives.
- 5.2 Trade union representatives will be appointed in accordance with the rules of the individual Trade Unions concerned. The Trade Unions will inform Bolton Cares in writing of the names of their appointed representatives as soon as possible after their election. The Trade Unions commit to inform Bolton Cares in writing of any subsequent change, each time as soon as possible after the change has taken place.
- 5.3 Persons whose names have been notified to Bolton Cares shall be the sole representatives of each Trade Union's membership.
- 5.4 The Trade Unions agree that the number of Trade Union representatives shall be reasonable in relation to the number of members represented. The appropriate number of representatives shall be reviewed on an annual basis or when affected by any legislative change.
- 5.5 For the term of this agreement the number of representatives from each trade union will be no greater than one representative per 50 members (See table below). These numbers to be inclusive of both stewards and convenors.

Trade Union Members	Representatives (Convenors and Stewards combined)
0 – 50	1
50 – 100	2
100 - 150	3
150 - 200	4
200 - 250	5
250 - 300	6

- 5.6 Bolton Cares will not decline to recognise appointed Trade Union representatives.

- 5.7 Trade union members have a statutory right to be represented by employed officials or local representatives of the Trade Union, where the Trade Union considers this to be necessary in the circumstances.
- 5.8 Bolton Cares undertakes that no Trade Union representatives will suffer any disadvantage as a result of undertaking this role on behalf of Trade Union members.

6 Facilities for Trade Union Representatives and Members

- 6.1 Bolton Cares agrees to provide reasonable appropriate facilities to Trade Union representatives and members in order to enable them to discharge their duties under this agreement.
- 6.2 Bolton Cares will make arrangements for the deduction and transfer of union subscriptions through payroll. Subject to an administrative charge of 2% of the value of the deductions made.
- 6.3 Bolton Cares will, with the employee's consent, share the details of new employees with the trade unions.

Time Off for Trade Union Representatives

- 6.4 Trade 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.
- 6.5 Trade union representatives and members requesting time off to pursue their duties under this agreement must provide management, especially their line manager, with as much notice as practically possible concerning:
- i. The purpose of such time off, while preserving confidential information relating to individuals in grievance or disciplinary matters.
 - ii. The intended location.
 - iii. The timing and duration of the time off required.
- 6.6 Bolton Cares recognises the mutual obligation to allow union representatives to undertake duties. No reasonable request for time off will be denied.
- 6.7 Bolton Cares will not allow Trade Union representatives paid or unpaid time off during working hours for the purpose of taking part in Trade Union activity that does not relate directly to the interests of the employees of the company.
- 6.8 Union representatives should minimise business disruption by being prepared to be as flexible as possible in seeking time off in circumstances where the needs of the business make it difficult for colleagues or managers to provide cover for them in their absence. Managers should also be prepared to be as flexible as possible and if there is a need to refuse time off should seek to rearrange for more reasonable.
- 6.9 Bolton Cares will seek to ensure that all meetings convened at a company-wide or sub-company level and involving trade union representatives take place within normal working hours.

- 6.10 Bolton Cares and the Trade Unions are committed to ensuring that Trade Union representatives receive appropriate training to allow them to discharge their duties under this agreement.
- 6.11 Bolton Cares will not provide paid or unpaid time off work for trade union representatives to attend conferences. The company will, however, be flexible in agreeing leave for trade union representatives to attend trade union conferences in their own time.
- 6.12 Bolton Cares will not provide paid or unpaid time off for trade union representatives to undertake activities relating to the operation of the local trade union branch. The company will, however, be flexible in agreeing leave for trade union representatives to undertake trade union branch activity in their own time.

Other Facilities for Trade Union Representatives

- 6.13 Where practical and where resources permit, Bolton Care will make the following facilities available to Trade Union representatives;
- accommodation to hold meetings and to interview members in a confidential manner;
 - confidential access to and reasonable use of telephone and email facilities and computing and photocopying facilities;
 - secure storage for confidential documentation;
 - access to notice boards in staff and rest rooms;
 - space on the company intranet;
- 6.14 When using facilities provided by the employer for the purposes of communication with their members or their Trade Unions, Union representatives must comply with agreed procedures both in respect of the use of such facilities and also in respect of access to use of company information. In particular, union representatives must respect and maintain the confidentiality of information they are given access to, where the disclosure would harm the functioning of, or be prejudicial to Bolton Cares business interests.

Trade Union Meetings

- 6.15 Bolton Cares will allow Trade Union members to hold meetings on the premises, where practical, outside their normal working hours, including at lunchtimes and immediately following the end of, or at the beginning of the day. All such meetings must be directly related to the interests of the employees of Bolton Cares.
- 6.16 The Trade Unions will give reasonable notice of such meetings to Bolton Cares. Bolton Cares will not seek to place unreasonable restrictions on the frequency or duration of such meetings or to the attendance of employed officials or local representatives of the trade union at such meetings.
- 6.17 Trade union meetings relating to Bolton Cares employees should take place on Bolton Cares premises in the facilities provided under this agreement.

Disciplinary Action Involving Trade Union Representatives

6.18 Bolton Cares will not take disciplinary action against a Trade Union representative until an employed official of that Trade Union has been consulted.

7 Joint Negotiation and Consultation Committee

7.1 Bolton Cares and the Trade Unions agree to set up a Joint Negotiating and Consultation Committee (JNCC) consisting of representatives of Bolton Cares and the Trade Unions.

7.2 The JNCC shall be governed by a written constitution, a copy of which is included at Appendix A.

7.3 The functions of the JNCC shall include:

- i. Information - Bolton Cares undertakes to supply the Trade Unions with the necessary information for it to carry out effective consultation and negotiation. This shall include Bolton Cares employment policies and procedures and proposed amendments and additions.
- ii. Consultation on the matters set out in Section 3
- iii. Negotiation on the matters set out in Section 3

7.4 The Trade Unions agree to treat information with sensitivity in cases of genuine commercial confidentiality.

7.5 Before implementing any changes in employment procedures and working and organisational arrangements, Bolton Cares will undertake consultation with Trade Union representatives through the JNCC.

Failure to Agree

7.6 Bolton Cares and the Trade Unions 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.

7.7 If Bolton Cares and the Trade Unions cannot reach an agreement, the matter may be referred to the Advisory Conciliation and Arbitration Service ('ACAS') in order to seek resolution of the issue.

7.8 For a matter to be referred to ACAS for conciliation or arbitration, all parties subject to this agreement must agree.

7.9 Whilst these procedures are being followed all parties to this agreement will honour the status quo ante.

8 Commencement, Review, Variation and Termination

- 8.1 This agreement comes into effect from the date on which it is signed by representatives of Bolton Cares, Unison and GMB.
- 8.2 The provisions of this agreement may be reviewed at the request of either side or varied at any time by mutual agreement of all parties following discussion as an agenda item at a quorate meeting of the JNCC.
- 8.3 This agreement may be amended at any time with the consent of both parties.
- 8.4 The agreement itself may be terminated at any time by mutual agreement of all parties following discussion as an agenda item at a quorate meeting of the JNCC or through 12 months' notice of termination from Bolton Cares or from the Trade Unions acting jointly.
- 8.5 In the latter circumstance, either side will be entitled to place the matter for discussion upon the agenda of a meeting of the JNCC.
- 8.6 Any individual Trade Union may withdraw from this agreement through 12 months' notice of withdrawal.
- 8.7 The agreement will be monitored and reviewed on an annual basis or subsequent to any legislative change that may affect the terms of the agreement.

APPENDIX A: CONSTITUTION FOR THE JOINT NEGOTIATION AND CONSULTATION COMMITTEE

Title

The Committee shall be known as the Joint Negotiation and Consultation Committee ('JNCC').

Object

The Committee has been established to provide a workable and effective arrangement for good industrial relations, for the avoidance of any misunderstanding and for the purpose of joint participation in all matters of common interest and concern on a genuine consultative and negotiating basis.

Scope of the Committee

The JNCC is authorised to consider and negotiate on all matters specified in the Agreement for Trade union Recognition in Bolton Cares. These matters include:

- Machinery for negotiation and consultation.
- Terms and conditions of employment.
- Staffing structures.
- Pay.
- Health and safety.
- Equal opportunities.
- Training and development.
- Matters of discipline and grievance.
- Physical conditions in which employees are required to work.

Constitution

The Committee shall include representatives of:

- Bolton Cares
- The Bolton Branch of Unison
- The Bolton Branch of GMB

The representatives of Bolton Cares Limited shall be members of the Board of Directors.

The GMB and Unison representatives shall be members of staff and elected by the membership of their Trade Union within Bolton Cares.

All parties shall confirm the names of their representatives on an annual basis and inform the other parties immediately of any changes in the interim period.

Meetings

Bolton Cares and the joint Trade Unions shall each nominate a secretary responsible for liaising on matters such as dates of meetings, agreement of agendas and draft minutes and issuing invitations and agenda to members.

Meetings shall be held once per quarter.

The date and agreed agenda shall be sent to members at least five working days before each meeting. The agenda shall list the items for discussion but shall also allow other urgent business to be discussed. Any additional items should be specified before the meeting and agreed by all parties.

Special meetings shall be held where either Bolton Cares or the Trade Unions submit a request in writing to the other side and both parties agree. The date and agenda for special meetings shall be sent to members no later than five working days after the request is submitted and the meeting shall take place no later than fifteen working days after the request is submitted.

The quorum for all meetings shall be one representative from each party to the Trade Union Recognition Agreement.

The administrative support to the JNCC shall be provided by Bolton Cares. The draft minutes of all meetings shall be circulated to both Secretaries for agreement no later than ten working days after the meeting.

All parties shall make every effort to send their confirmed representatives to each meeting but substitution will be permitted where it cannot be avoided.

The Chairperson for each meeting of the JNCC shall be nominated alternately by the Trade Unions and Bolton Cares.

Status of Resolutions

Resolutions of the JNCC shall not be binding on any party but shall be recommendations only to the respective parties, where ratification shall be required before an agreement is deemed to be reached.

APPENDIX B: SIGNATORIES TO THE AGREEMENT

Organisation	Print Name	Signature
UNISON		
GMB		
Bolton Cares		
Date of agreement		