

Report to: Bolton Cares Steering Committee

Date 20th September 2017

Bolton Council

Report of: Chief Executive Officer: Bolton
Cares

Report No:

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Report Title: Trade Union Recognition Agreement

**Confidential /
Non Confidential:**

Non-Confidential

Purpose:

The purpose of this report is to present members with the revised, final Trade Union Recognition Agreement for Bolton Cares, following consultation with the recognised trade unions.

Recommendations:

The Bolton Care and Support Steering Committee is recommended to:

- Approve the final Trade Union Recognition Agreement included at Appendix 1.

Background Doc(s):

Annual Review of the Bolton Cares Trade Union Recognition Agreement. Paper presented to the Bolton Cares Steering Committee on the 12th July 2017.

1.0 Introduction and 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 At its meeting on the 12th July 2017, the Bolton Cares Steering Committee gave approval for consultation on a revised Trade Union Recognition Agreement for Bolton Cares.
- 1.3 The trade unions (Unison and GMB) were provided with a copy of the proposed Trade Union Recognition Agreement for Bolton Cares, along with a copy of the Steering Committee report from the 12th July meeting, which set out the rationale for each of the proposed changes. This information was provided on the 13th July 2017, and this marked the start of the consultation process which ended on Wednesday 6th September, when the final, revised Trade Union Recognition Agreement was discussed and agreed at the Bolton Cares Joint Negotiation and Consultation Committee.
- 1.4 The proposed revised agreement included a number of amendments to the agreement, including:
 - Changes to the arrangements for time off for trade union convenors / workplace organisers. The original proposal was to reduce the time allocated for the Unison convenor from two days per week to one day per week.
 - Establishing an accepted ratio of trade union representatives to trade union members of 1 trade union rep per 50 members.
 - Clarification that Bolton Cares would not allow time off for trade union representatives to undertake branch activities.
 - Removing provision for trade union representatives to attend conferences on a paid or unpaid basis.
 - Documenting the charge for payroll processing of trade unions subscriptions.
 - Ensuring that all Bolton Cares trade union meetings take place on Bolton Cares premises in the facilities provided under the Recognition Agreement.

2.0 Changes to the Recognition Agreement Arising From Consultation

2.1 During the consultation process, feedback was received from Unison in the form of written communication. A meeting took place with the Branch Secretary of Unison to discuss the Recognition Agreement. GMB did not respond to the consultation.

2.2 Following consultation, a number of changes have been made to the agreement including:

- An agreement to remove any reference to a fixed amount of time for trade union convenors / workplace organisers. Instead, an agreement has been reached for trade union convenors / workplace organisers to request time off to support employees in the Bolton Cares workforce as and when required. No reasonable request for time off will be refused. The time taken by convenors / workplace organisers will be jointly monitored.
- The reference to a ratio of trade union representatives to members has been removed from the final agreement. The agreement will continue to require that the number of trade union representatives shall be reasonable for the number of trade union members. Currently, Unison has 6 trade union representatives – one convenor and five stewards and the GMB has one workplace organiser. It has been agreed that these numbers are reasonable and that Bolton Cares will continue to provide paid time off for these representatives to provide support to trade union members in the Bolton Cares workforce.
- The Agreement has been amended to include a provision for trade union representatives to have unpaid time off to attend trade union conferences.
- The Agreement has been amended to allow trade union representatives to have unpaid time off work to undertake branch roles, e.g. branch welfare officer, where it can be clearly demonstrated that these responsibilities benefit trade union members in the Bolton

Cares workforce. Bolton Cares has acknowledged the benefit that branch roles such as the equalities officer, learning officer and welfare officer have for the Bolton Cares workforce and an agreement has been reached with Unison for the company to provide unpaid time off for one Unison representative to undertake a branch role, for example at the branch welfare officer.

3.0 Other Issues

- 3.1 It has been agreed that the figure of 2% be used as the basis for charging the trade unions for payroll processing of union subscriptions. However, the trade unions have indicated that they believe a figure of 1% would be more appropriate and have indicated that they may challenge this in future more widely than just Bolton Cares.
- 3.2 It has been agreed that all trade union meetings relating to Bolton Cares will take place on Bolton Cares premises in the facilities provided under the Trade Union Recognition Agreement.

4.0 Recommendations

- 4.1 The Bolton Cares Steering Committee is recommended to approve the final Trade Union Recognition Agreement included at Appendix 1.

Appendix 1. Final Trade Union Recognition Agreement for Bolton Cares.

TO BE BRANDED IN BOLTON CARES BRAND

Bolton Cares Trade Union Recognition Agreement

01 October 2017 – 30th September 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 Cares 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. Bolton Cares will not decline to recognise appointed Trade Union representatives.
- 5.5 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.
- 5.6 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 provide unpaid time off work for trade union representatives to attend conferences. The company will also be flexible in agreeing leave for trade union representatives to attend trade union conferences in their own time.

Other Facilities for Trade Union Representatives

- 6.12 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;
- 6.13 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

- 6.14 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.
- 6.15 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.
- 6.16 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

- 6.17 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		