Trade Union Recognition Agreement

**DOCUMENT CHANGE HISTORY**

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<th>Initiated by</th>
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<tr>
<td>Director of People and Culture</td>
<td>25 March 2018</td>
<td>Lindsey Stafford-Scott and UNISON</td>
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**Recommended at**

- Date: SPF on 7/8/18

**Approved at**

- Date: 13/9/18

**Review date of approved document**

- Date: 13/3/19

**Equality Analysis**

- See appendices

**Linked procedural documents**

- All Trust employees by Intranet
- Public - To be published on the Trust’s website

**Part of Trust’s publication scheme**

- Yes
1. **DEFINITION OF PARTIES:**

The parties of this agreement are defined as East of England Ambulance Service NHS Trust (The Trust) and UNISON (the Union).

2. **OBJECTIVES AND GENERAL PRINCIPLES:**

2.1 The East of England Ambulance Service NHS Trust agrees to recognise UNISON and establish a framework for the purposes of consultation and/or collective bargaining as defined by the Trade Union and Labour Relations Consolidation Act 1992 (Section 178).

2.2 The aim of this agreement is to establish a relationship of mutual support and partnership which will enable the Trust and its employees and their representatives to work together to achieve harmonious relationships and facilitate flexibility, effective communications and a common sense resolution of problems in the interest of the Trust, its employees and the public and the commissioners and users of our services.

2.3 The Union and the Trust both have a responsibility to communicate effectively with employees directly and agree to issue joint communications wherever practicable and sensible.

2.4 The Trust and the Union recognise their common interest and joint purpose in furthering the aims and objectives of the Trust and in achieving reasonable solutions to all matters which concern them. Both parties declare their commitment to maintain good industrial relations through professional and mutually respectful engagement.

2.5 A fundamental principle of this agreement is that conflicts of interest will be resolved at the earliest possible stage through the use of the agreed procedures and through consultation or negotiation (as appropriate) rather than any form of unilateral action which will not occur unless and until the agreed procedures are exhausted.

2.6 The Trust will not tolerate unlawful discrimination on the grounds of the protected characteristics of: age, disability, race, nationality, ethnic or national origin, gender, pregnancy or maternity, marriage or civil partnership, religion, beliefs, sexual orientation and gender reassignment The Trust will not tolerate unfair discrimination on the basis of spent criminal convictions, Trade Union membership or non-membership, HIV status, political affiliation, domestic circumstances and social and employment status. In addition, the Trust will have due regard to advancing equality of opportunity between people from different groups and foster good relations between people from different groups.
2.7 The Trust and the Union will continue to work together to develop open and positive communication, staff involvement, consultation and negotiation. These are defined as:

Communication – The responsibility of both parties to keep each other and the staff fully informed of relevant matters.

Staff Involvement – The inclusion of staff-side interests and also staff-sides representation in the key decisions within the Trust.

Consultation – The Trust providing the Union with a genuine opportunity to influence decisions and their application.

Negotiation – Joint discussions between the parties for the purpose of reaching agreed decisions.

2.8 The Trust recognises its legal obligation to disclose relevant information to the Union for the purposes of collective bargaining and consultation. To reflect our mutual commitment to achieve partnership, the Trust will provide information to ensure that staff may have a positive involvement in discussions on any other issues.

2.9 The Trust recognises that good representation of the views of all staff by the trade union will lead to, and maintain good industrial relations. The Trust encourages staff to join a Trade Union, or Professional Body. However, it is the right of the employees to decide whether to join a trade union of their choice or not.

2.10 The Union accepts that it is the responsibility of their representatives to represent the interest of their members.

2.11 The Union recognises that managers have the right and responsibility to manage the organisation including its staff and volunteers in accordance with statutory responsibilities and strategy determined by the trust board.

2.12 The Trust recognises that the Union is an independent trade union accountable to and responsible for representing the views of its members, and has a right to campaign publically in furtherance of the interests of its members.

2.13 The Union and the Trust are both committed to encouraging local consultation and joint working and agreements as outlined within the consultation and negotiation framework contained within Appendix A.
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3. UNION REPRESENTATION

3.1 The Trust recognises the role of the Union in informing and consulting the workforce.

3.2 The Trust accepts that the Union's members will elect representatives in accordance with their Union rules to act as their spokespersons in representing their interests.

3.3 The Union will provide the Trust with written accreditation of its representatives. The Union will notify the Trust immediately of any changes to an employee's accreditation. Persons whose names have been notified to the Trust shall be the sole representatives of the UNISON membership and the representatives of Staff for the purposes of information and consultation. For the duration of the interim recognition agreement, Regional Unison will notify the Trust of those representatives. The Trust recognises and respects 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 Trust.

3.4 The Trust will inform all new employees of this agreement and will facilitate them to join the trade union of their choice and provide reasonable facilities for them to talk to a workplace representative as part of their induction procedure. The Trust will provide information on the names and workplaces of staff in a quarterly report. This information will only be used by UNISON for membership purposes in accordance with the GDPR and will not be shared with any outside agencies.

3.5 The Trust will undertake the check-off of trade union subscriptions for any employee requesting this facility in accordance with the DOCAS Service Level Agreement.

3.6 The Trust will provide a reasonable level of Trade Union facilities to enable Union representatives to carry out their duties. These facilities and the arrangements for their use and other necessary details are set out within Appendix B.

4. UNION MEETINGS

4.1 Where necessary for the purposes of informing and consulting the workforce, meeting of Staff may be organised by the Union on the Trust's premises outside working hours. Such meetings will be open to all employees.

4.2 Union meetings may be held on the Trust's premises inside working hours provided that prior consent for such meetings shall be obtained from the Trust by the Union. Such consent shall not be unreasonably withheld. The Union shall provide the Trust with a timetable of regular Union meetings or give at least five normal business days' notice of the intention to hold a meeting.

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4.3 The Trust recognises that the Union has the right to hold confidential meetings with affected members. These meetings and those in 4.1 and 4.2 may include officials and/or employees of the union.

4.4 The arrangements for the union to invite non-trust visitors (those not covered by points 4.2 & 4.3) into the workplace are set out in the Trust Visitors Policy. In the event that the union invites a non-trust employee to visit members in the workplace the union shall in advance of the visit notify the appropriate manager. The Trust visitor’s policy will apply but permission will not be unreasonably withheld.

5. **GRIEVANCES AND DISCIPLINE**

5.1 The Trust 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 Trust wherever this is considered appropriate.

5.2 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 Appendix B.

6. **DISPUTE RESOLUTION**

6.1 In order to resolve collective disputes there is a dispute resolution procedure which is set out in Appendix C.

7. **STATUS OF AGREEMENT**

7.1 This agreement is not legally binding on any party but the parties will regard it as being binding in honour. It may be amended at any time with the consent of both parties.

7.2 This interim arrangement is subject to review within six months from commencement date.

7.3 Either party may terminate this agreement by giving 6 months’ notice in writing.

This document has been agreed by:-

EEAST

Name: **LINDSEY MARIE SCOTT**

Position: **Deputy Chief Executive**
UNISON

Name: SAM OLDER

Position: Regional Organizer

Signature: [Signature]

13/09/18
CONSULTATION AND NEGOTIATION FRAMEWORK AGREEMENT

1. DEFINITION OF PARTIES:
1.1 The parties of this agreement are defined as East of England Ambulance Service NHS Trust (The Trust) and UNISON (the Union).

2. DEFINITION OF TERMS IN THIS AGREEMENT:
2.1 Dispute Resolution Procedure – a failure to agree mechanism for matters of consultation or negotiation.
2.2 Staff – all staff employed by the East of England Ambulance service NHS Trust.
2.3 Service Managers – Service Managers with delegated responsibility for the day to day running of the East of England Ambulance Service NHS Trust.
2.4 Union – those officials elected to represent or nominated to represent, members of UNISON within the East of England Ambulance Service NHS Trust.

3. COMMENCEMENT DATE
3.1 This agreement commences on 13th September 2018 and will be reviewed initially after six months from the agreement date and thenceforth annually at the SPF.

4. PURPOSE OF THE AGREEMENT
4.1 The Service is committed to work to the NHS Constitution and Agenda for Change Terms and Conditions of Employment.

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4.2 The parties to this agreement have identified common objectives they wish to pursue and achieve and these are set out in the Trade Union Recognition agreement.

4.3 The purpose of this document is to set out the framework for consultation and negotiation between the Trust and UNISON and to support a positive approach to resolving issues in the spirit of the recognition agreement.

4.4 It sets out the rules and procedures to be used by both the Trust and the Union in carrying out negotiation via collective bargaining, consultation, communication and representation.

5. GENERAL PRINCIPLES

5.1 The Trust is committed to ongoing communication and will raise issues of concern or interest as they arise.

5.2 The Trust will provide the Union with the necessary information for them to carry out effective negotiation and consultation with their members as outlined in the Trade Union recognition agreement.

5.3 The Trust will provide the Union with any necessary information and documentation for the purposes of negotiation and consultation in good time to ensure that the Union may influence and contribute directly to any organisational decisions that have an impact on staff.

6. CONSULTATION AND NEGOTIATION MACHINERY

6.1 The Trust recognises the Union for the purposes of:

Information

The Trust undertakes to supply the Union with the necessary information for it to carry out effective consultation and negotiation via the Regional Organiser. This shall include the Trust's employment policies and procedures and proposed amendments and additions.
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 below.

Negotiation

To negotiate and reach agreement on all issues pertaining to the matters set out as matters for negotiation below.

The following matters shall be the subject of either consultation or negotiation:-

Consultation:
Job descriptions
Job grading and job evaluation
Health and safety
New technology
Working practices, new equipment and techniques including rota's and shift patterns
Training
Recruitment
Staff amenities
Disciplinary and Grievance procedures
Reorganisation of staff and relocation of offices

Negotiation:
Terms and conditions of employment
Pay awards
Holiday and sick pay arrangements
Pensions
Overall salary structure
Equal opportunities policies

Any other item which both parties agree to refer

6.2 CONSULTATION

6.2.1 Service Managers and the Union will, through meaningful discussion seek to reach agreement on all issues pertaining to the matters set out below. The Joint Negotiation
and Consultation Protocol set out in section 8 of this agreement shall be used for this purpose.

6.2.2 Both parties are committed to work to the agreed consultation timetable. Either party can request an extension to the consultation period which will be considered and not unreasonably refused.

6.2.3 Consultation will conclude at the point where issues are agreed or where agreement has not been possible, when those issues have been fully aired and responded to by the Trust in writing, prior to implementation.

6.2.4 If agreement cannot be reached following meaningful consultation and where the disputes resolution procedure has not been instigated/is not applicable then the Trust and the Union may ‘agree to disagree’ and Service Managers reserve the right to implement the change.

6.2.5 Where a dispute is raised, the disputes resolution procedure will apply.

6.3 NEGOTIATION

6.3.1 Collective bargaining is the process by which the Trust and the Union seek to reach agreement through negotiations, on matters such as pay and conditions of service and resolving any differences that can arise from them.

6.3.2 The Joint Negotiation and Consultation Protocols set out in section 8 of this agreement shall be used for this purpose.

6.3.3 Both parties are committed to work to the agreed negotiation timetable. Either party can request an extension to the consultation period which will be considered and not unreasonably refused.

6.3.4 If agreement cannot be reached following negotiation and where the disputes resolution procedure has not been instigated then the Trust and the Union may ‘agree to disagree’ and Service Managers reserve the right to implement the change.

6.3.5 Where a dispute is raised, the disputes resolution procedure will apply.
CONSULTATION AND NEGOTIATION MACHINERY

The Trust will support a range of forums for the purposes of Consultation and Negotiation, these include:

7.1 Staff partnership forum (SPF)

Representatives of both parties will attend the SPF. This is the forum for the purposes of collective bargaining on major terms and conditions affecting the whole workforce and consultation between the Trust and the Trade Union on strategic and whole organisation issues.

The Trust and the Union agree that matters should not be referred to the SPF unless they cannot be resolved at Local Partnership Forums (LPF) level.

The SPF will agree an annual work plan for matters for consultation and negotiation and will establish any joint task and finish groups to consider such matters

Terms of Reference for the SPF are determined jointly by the membership of SPF.

7.2 Local Partnership Forums (LPFs)

Representatives of both parties will attend the Local Partnership Forums (LPF) where the majority of local workplace issues will be discussed and resolved. LPF have no authority to negotiate changes to terms and conditions of employment.

LPF’s will be aligned to the organisational structure, and operate under the same Terms of Reference.

Terms of Reference for the LPFs are agreed by the SPF.

7.3 Health and Safety Committee

The Health and Safety Committee (H&SC) has been established by the Executive Leadership Board (ELB) to ensure the health, safety and welfare of all persons employed or affected by the undertakings of the Trust.

Terms of Reference for the H&S Committee are agreed by the H&S Committee and either party may refer a matter to be ratified by SPF.
7.4 Policy Group

The Policy group will have the responsibility to develop new employment policy and review and update existing policy for recommendation to SPF and the relevant governance body, e.g. Executive Leadership Board

Terms of Reference for the Policy Group are agreed by the SPF.

8. CONSULTATION AND NEGOTIATION PROTOCOL

8.1 Purpose of the protocol

8.1.1 The purpose of the consultation protocol is to outline the principles and the process to be followed when matters of consultation have been identified at the SPF.

8.2 General principles of consultation and negotiation protocol

8.2.1 To engage in meaningful, constructive discussion, with a view to reaching a joint agreement taking the Union and its members views into account before making a decision.

8.2.2 To adhere to the timescales outlined in this protocol and to avoid unnecessary delays.

8.2.3 Both parties will raise issues of concern or interest as they arise.

8.2.4 Both parties will ensure that the consultation or negotiation process starts at the earliest opportunity and that therefore; all available documentation/information will also be exchanged at the earliest opportunity to ensure that the Union may influence and contribute directly to any organisational decisions that have an impact on its members.

8.2.5 Information is circulated to affected staff at the earliest opportunity by both parties to ensure that they are kept up to date on the matters in question.

8.2.6 Representatives will be appointed by the Trust and the Union to lead on the issues in question to ensure consistency in consultation.

8.2.7 The SPF is authorised to negotiate and consult on all matters specified in section 8 of the Agreement with the exception of Health and Safety matters which are deferred to the Health and Safety Committee.
8.2.8 The SPF will be used to register and conclude matters for negotiation and consultation and to establish any joint task and finish groups to consider such matters. Where SPF cannot conclude matters the Dispute Resolution Procedure should be followed.

8.2.9 Any matters identified for negotiation and consultation outside of the SPF should be registered at the earliest opportunity by either party.

8.3 Consultation or Negotiation process

8.3.1 When an issue which requires consultation or negotiation between the Trust and the Union is identified, both parties will share, in good time any documentation or information relating to the matter. This may include a draft policy (amendment to a current policy or the development of a new policy) or proposals for a staffing review/Service restructures. A written proposal will be drawn up by the Trust or the Union.

This will outline:

• The matter for consultation or negotiation
• Proposals
• The reason for change
• Proposed outcome
• Implications for staff, numbers and impact
• Proposed Implementation date
• Costs/Savings
• Proposed timescales for the consultation process
• Any other agreed documents/information that maybe relevant to the matter in question.

8.3.2 If the matter for consultation or negotiation has been identified at a forum other than the SPF then it should be recorded at the next available meeting of the SPF and added to the workplan.

8.3.4 Prior to any formal consultation or negotiation with the Union, Service Managers may engage directly with staff that may be affected by any proposed change which has the potential to constitute a redundancy or redeployment situation. The Trust will keep the Union updated of any such engagement.

8.3.5 Both parties will identify lead officers and representatives who will be involved in the consultation or negotiation process.

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8.3.6 A meeting will be held at the outset of the consultation process with the Union to clarify any issues and to outline Service Managers’ proposals. This is to avoid any misunderstanding of the issues and delays during the consultation process.

8.3.7 Consultation meetings to discuss the matter will be agreed in advance and every effort should be made by both parties to ensure attendance at the meeting(s).

8.3.8 At the end of the consultation period, any feedback received will be considered by Service Managers and a response made in writing to the Union Regional Organiser prior to implementation, highlighting where changes/amendments have been made as a result of the feedback and reasons why changes have not been made if this is the case.

8.3.9 Should comments not be received in accordance with the allocated timescales then the matter will continue (in line with any project plan) and progress to the next stage with “no comments received” recorded.

8.3.10 Following completion of the initial consultation process, the matter may be dealt with via another policy, for example staffing restructures will be dealt with the Trust’s Change management, redundancy and redeployment policy.

8.4 Timescales

8.4.1 Timescales for consultation or negotiation should be agreed by both parties at the outset and will be dependent on the scope of the issue, indicative timeframes are provided below:

- For major issues – 12 weeks
- Normal issues e.g. policies- 6 weeks
- Urgent issues – 2 weeks
- For safety critical issues, consultation may have to commence after implementation; however in this situation a full review will be undertaken once the initial issue has been addressed.

8.4.2 If either party form part of a project/working group that is developing proposals for change, prior to official notification of consultation, any such time spent working on the development of such proposals will not form part of the consultation process, and therefore, will not contribute to the overall consultation timescales agreed.
9. FAILURE TO AGREE FOLLOWING CONSULTATION OR NEGOTIATION

9.1 If agreement cannot be reached following consultation or negotiation and where the disputes resolution procedure has not been instigated then the Trust and the Union may 'agree to disagree' and Service Managers reserve the right to implement the change. Where a dispute is raised, the disputes resolution procedure will apply.
APPENDIX B

Time Off and Facilities Arrangement

The East of England Ambulance Service NHS Trust has made every effort to ensure this policy does not have the effect of unlawful discrimination on the grounds of the protected characteristics of: age, disability, gender reassignment, race, religion/belief, gender, sexual orientation, marriage/civil partnership, pregnancy/maternity. The Trust will not tolerate unfair discrimination on the basis of spent criminal convictions, Trade Union membership or non-membership. In addition, the Trust will have due regard to advancing equality of opportunity between people from different groups and foster good relations between people from different groups. This policy applies to all individuals working at all levels and grades for the Trust, including senior managers, officers, directors, non-executive directors, employees (whether permanent, fixed-term or temporary), consultants, governors, contractors, trainees, seconded staff, homeworkers, casual workers and agency staff, volunteers, interns, agents, sponsors, or any other person associated with the Trust.

All Trust policies can be provided in alternative formats.

Interim Trade Union Facilities Arrangements- EEast and UNISON

Further to the failure to successfully conclude the ACAS facilitated Partnership review, the Trust considered how to better support Employee Relations through the use of paid Trade Union Facility time.

Background

Pre 2018 the Trust did not consider that the provision of Paid Trade Union Facilities time was effectively utilised or delivered benefit to staff and the Trust in moving forward true partnership working.

Prior to 2018 the Trust provided for three full time seconded Trade Union officials with the time allocated to the Branch Chair, Secretary and Convener. In addition ‘reasonable’ paid time was provided to other UNISON activists to support their members in ER casework, take part in Union branch activities and training and to support a range of partnership activities including; H&S duties, Job Evaluation and participation in local partnership fora. The cost to the Trust of paid TU facility time was estimated to be in the region of £225k per annum. However, this estimate did not account for the potential ‘true’ cost of the provision which often involves payment of overtime either to the individual or to backfill the individual.

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Innovative, Responsible, Excellent, Always community focused. Always patient driven.
Interim Facility Time Agreement

The Trust recognises that maintaining the current levels of defined paid Trade Union Facility time is important to UNISON and to reduce the level at such a sensitive time whilst both parties are seeking to rebuild relationships would be challenging. The Trust therefore agrees to continue to provide the equivalent of 3 FTE hours as paid Trade union activity (112.5 hrs per week).

However, the use of such facility time must meet the needs of the Trust, further positive partnership working and facilitate genuine representation of the interests of staff. When REAP levels increase best endeavours will be made to release staff.

Health and Safety is a key focus for the Trust and an area in which local UNISON activists have developed positive working relationships and are making a valued contribution to the furtherance of the Trusts aims and objectives and in supporting staff health and wellbeing. Any future facilities agreement must actively support and protect H&S activity.

The Trust will not continue to provide full time release for any Trade Union activist and will allow release up to a maximum of 3 days (to a maximum of 24 hours) per week for any official.

Time off for Health and Safety duties will be provided in accordance with legislation.

Block facility time will be focused on Tuesdays and Wednesdays to support attendance at consultation and negotiation meetings.

Remaining activity should be focussed on local engagement with ‘county’ or locality leads to support building of effective relationships and in supporting large scale projects for example currently:

- Building Better Rotas Project
- Service Delivery Restructure
- Policy Backlog review
- Attendance at Trust meetings including SPF/LP (once agreements are finalised)

TU officials provided paid block paid release should provide line manager access to their diary and all TU officials must provide a monthly account of the TU activity carried out within paid facility time (Appendix 1) (recording and monitoring process to be finalised).

Paid block release will only be provided to UNISON activists who have signed up to the commitments provided by Regional UNISON under the partnership review which are:

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- The union would agree not to routinely involve MPs in the industrial relations process.
- The union would not seek to undermine the trust leadership by drawing unfair comparisons with the previous Chief Executive.
- The trust would be given advance notice of any information releases to the press.
- A new bargaining framework would be agreed to support better and more effective relationships.
- Referrals to inspectors on matters of routine would cease.
- A new facilities agreement would be agreed including greater transparency.

The Trust will not engage with UNISON officials in matters of consultation and negotiation unless the aforementioned commitments have been signed up to (recognising that UNISON activists have the right to represent their members in employee relations matters).

This arrangement will be agreed for a period of up to six months and will be subject to regular review. Should UNISON fail to adhere to the commitments and/or there is no evidence of improved partnership working the Trust reserves the right to revoke the agreement and withdraw the equivalent to 3 FTE block release facility time.

The Trust will not provide ICT or mobile telephones for Trade Union officials. The Trust's Business Travel policy will apply. Reasonable access to IT folders will be provided.
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APPENDIX C

Dispute Resolution Procedure

(East of England Ambulance Trust & UNISON)

Key Principles

East of England Ambulance Trust (the Trust) and UNISON (the union) have jointly committed themselves through the agreed trade union recognition agreement to encourage harmonious working relationships.

The aim of the agreement is to establish a relationship of mutual support and partnership which will enable the Trust and its employees and their representatives to work together to achieve harmonious relationships and facilitate flexibility, effective communications and a common sense resolution of problems. In the interest of the Trust, its employees and the public. The Trust and the Union recognise their common interest and joint purpose in achieving reasonable solutions to all matters which concern them. Both parties declare their commitment to maintain good industrial relations through professional and mutually respectful engagement.

However in the event the parties are unable to reach an agreement and a dispute between the parties arises, which is notified in accordance with this procedure, it is agreed that the Disputes Resolution Procedure will be followed.

A dispute is defined as a collective difference (or “failure to agree”) on a matter concerning a number of employees, which is pursued on their behalf by the Union with the Trust.

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:

• Matters covered by national level negotiations (save for disputes arising from local implementation and/or interpretation of national agreements).
• Changes required by legislation (save for disputes arising from local implementation and/or interpretation of legislation changes).

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- Matters which have previously been dealt with under this procedure itself (save for 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

A dispute is not an individual complaint by an employee – this is dealt with through the Grievance procedure and is not appropriate for discussion within the Dispute Resolution Procedure.

The purpose of the Disputes Resolution Procedure is to provide a fair, structured and consistent approach for the consideration of disputes and should be instigated when all reasonable attempts have been made to resolve the difference, but such attempts have been unsuccessful.

Disputes will be raised in a timely manner and usually within 30 working days of the failure to agree under the consultation and negotiation framework.

**Raising a Dispute**

Where the parties agree that all scope for progress via the consultation and negotiation framework) has been exhausted and there is a "dispute", either the Employer or the Union, may give formal notice in writing to all parties that it is instigating the Dispute Resolution Procedure.

This procedure allows for a structured approach to dealing with a dispute. In these circumstances, this procedure should be followed at all times when a dispute exists, during the time the Stage One procedure is being followed neither party shall cause, take part in, or authorise its members or managers to take part in any form of action against the other party.

This means that the Employer will not usually impose a resolution unless there was a potential safety, legal or contractual risk (see section 8.4.1 of the Consultation and Negotiation Framework) and the Union will refrain from undertaking any form of public campaigning or industrial action. This would not preclude the Union from communicating with its members. It is noted this requirement concerns local dispute, and other action that may be occurring concurrently at a national level by either or both parties will not be covered. If the Employer has imposed a resolution then there will be no restriction on campaigning.

Once Stage One has been exhausted if there remains a failure to agree, it is no longer a requirement upon the Employer to stop or postpone imposing any resolution. Additionally, the Union are not required to refrain from public campaigning or taking any form of industrial action. However, it is expected that both parties should act reasonably seeking input from each other before reaching a decision on any action that would be taken.

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The stages of the procedure are as follows:

**Stage One** (Further Discussion)

The nature of the dispute should be described in writing to the other party usually within 30 working days of the failure to agree under the consultation and negotiation framework. Following receipt of such notification 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 professional advisers (non-legal), as deemed necessary by each respective party.

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 SPF.

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 this series of meetings, the parties will consider whether third-party assistance/ 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 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 SPF.

If agreement cannot be reached, the matter can be referred to binding arbitration at stage three if both parties agree.

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Stage Three

If it has not been possible to resolve the dispute through conciliation, the parties may agree to jointly refer the matter to mediation with recommendations or binding arbitration. 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.

Mediation with Recommendations

This will involve the appointment of an accredited mediator normally under the auspices of ACAS, whose function is to consider each parties case and to make recommendations on the disputed issue.

The recommendations are not binding.

Arbitration

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

This decision is binding on both parties to the dispute.

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.