

Collective bargaining agreement

1 Recognition

- 1a Reigate & Banstead Borough Council recognise two trade unions, Unison and GMB¹, for collective bargaining purposes. We also recognise the Reigate and Banstead Staff Association as a consultative partner.

2 Collective bargaining forum

- 2a Formal collective bargaining between the Council and the recognised trade unions will take place within the Local Joint Forum (LJF).

3 Principles

- 3a The Local Joint Forum's guiding principles are to support and encourage:
- High-quality services delivered by a well-trained, motivated workforce with security of employment
 - Equal opportunities in employment: Equality is a core principle which underpins both service delivery and employee relations; the forum supports the removal of all discrimination
 - A flexible approach to providing services, which meets the needs of employees as well as the employer; and
 - Stable industrial relations and negotiation and consultation between the Council as the employer and recognised Trade Unions.
- 3b Co-operation between the Council, staff and Unions will help ensure the successful delivery of services. The Local Joint Forum is committed to joint negotiation and consultation and we encourage staff to join and remain in recognised unions. However, it is accepted that not everyone will join the recognised unions and those people are encouraged to join the Staff Association so at least their views may be heard through consultation. The Council is committed to providing facilities to allow Trade Unions to organise effectively for individual and collective representation. The Facilities Agreement, negotiated separately, is at Appendix I.
- 3c Terms and conditions of employment are decided locally. As a minimum, these will reflect the key national provisions in Part 2 of the NJC for Local Government Services National Agreement on Pay and Conditions of Service (the National Agreement).

¹ Or their successors

3d Part 3 of the National Agreement, will be used as a benchmark around which to negotiate other local conditions. Any local application of the National Agreement will be agreed through full local collective bargaining.

4 Local joint forum

4a Functions

4a1 The functions of the Local Joint Forum relate to all employees of the Council.

4a2 The functions of the Local Joint Forum include:

- establishing regular communication between the Council and its employees to prevent or resolve differences;
- considering any relevant matter referred to it by a committee of the Council or by employee(s);
- negotiating and making recommendations to the Executive of the Council, on Local terms and conditions of service, pay, pensions, welfare, training and Health & Safety of employees of the Authority and on the application of terms and conditions in the National Agreement, unless the decision can be taken under officer delegation;

4a3 No question of individual discipline, promotion, or efficiency will be within the scope of the Local Joint Forum.

4b Representation

4b1 There can be four Employers' representatives on the Local Joint Forum. These include the Executive Member responsible for HR, the Chief Executive, the Head of HR and one other member of the Senior Management Team.

4b2 There can be six Employee representatives on the Local Joint Forum from the recognised trade unions (GMB and UNISON), and the Reigate and Banstead Staff Association.

4b3 Each recognised trade union with a local branch of at least ten members and the Staff Association will be entitled to a minimum of one representative at the Local Joint Forum. The remaining places will be allocated by the Employer's Side Secretary and depends on the number of employee members of each trade union and the Staff Association as at 1st April each year; however, no additional places will be allocated where membership falls below 30. For these purposes any employee's membership may only count towards membership of one representative body.

4b4 The trade unions and staff association will nominate their representatives annually in May according to the allocation of representatives and inform the

Employer's Side Secretary. If, during the year, a trade union or the staff association wishes to change its representatives, it must do so by advising the Employer's Side Secretary.

4b5 If a member of the Local Joint Forum ceases to be a Member or employee of the Local Authority they will cease to be a member of the Local Joint Forum; the resulting vacancy can be filled by the Council, trade union or the Staff Association, as appropriate.

4b6 If an appointed member of the Local Joint Forum is unable to attend any meeting, a substitute member may attend and exercise all the powers of the appointed member.

4c **Chairman**

4c1 The Chairman of the Local Joint Forum will be the Executive Member responsible for Human Resources or their nominated Executive representative.

4d **Officers**

4d1 Joint Secretaries and other officers, as necessary, will be appointed annually by the Employer's and Employees' sides at the start of the municipal year.

4e **Rules And Regulations**

4e1 The Local Joint Forum will meet as and when required but normally not less than quarterly. A special meeting will be called within ten working days of the receipt of a request signed by not less than one-third of the Members appointed at the relevant time from either the Employer's or the Employees' Side. The matters to be discussed at any meeting of the Local Joint Forum will be stated upon the meeting agenda, provided that any other business may be considered at the Chairman's discretion. Agenda items should be given to the Employer's side secretary no less than five working before the date of the next meeting.

4e2 The quorum of the Local Joint Forum will be three representatives of each side.

4e3 The Employer's Side of the Local Joint Forum is empowered to negotiate changes in employment conditions but any decisions must be by way of Recommendation to the Executive of the Council.

4e4 **Disagreement/dispute**

If a matter cannot be resolved through discussion at the Local Joint Forum it may be referred to the Executive for determination. The Employees' Side will

be given full opportunity to present their case in writing and orally to the Executive. The Executive, acting to determine a dispute, will meet within 21 days of a formal dispute being registered in writing from the Employees' Side to the Local Joint Forum.

4e5 Arbitration

If there is a continued dispute over terms and conditions of employment that is not resolved at the Executive, the dispute will, if agreed by the Executive and the Employees' Side, be referred for settlement by arbitration. The arbitrator will also be agreed jointly having regard to the nature of the dispute. The arbitration decision will be accepted by both sides and will be treated as though it were an agreement between the two sides. Status quo will apply and there will be no industrial action once arbitration has been agreed.

4e6 Voting

The voting on the Local Joint Forum will be by a show of hands and no resolution will be regarded as carried unless a majority present on each side has approved it. (The Staff Association is excluded from the Employees' Side for the purpose of voting). Voting will also apply to show agreement or disagreement with dispute resolutions proposed at the Executive.

4e7 Minutes

The minutes of the Local Joint Forum will be referred to the next ordinary meeting of the Executive for consideration where they contain Recommendations requiring adoption. The minutes will also be submitted to the next ordinary meeting of the Local Joint Forum and made available to staff. Draft minutes will be agreed by the Chairman and Joint Secretaries of the Local Joint Forum within 14 days of the meeting. In the case of the Employees' Side, each recognised trade union and the Reigate and Banstead Staff Association will receive a copy of the draft minutes, prior to final agreement being reached by the Chairman and Joint Secretaries.

4e8 Rejected resolutions

Where a resolution of the Local Joint Forum has been put to the Executive for approval and is not approved, it will be referred back to the next meeting of the Local Joint Forum giving reasons for rejection. Where reasonably practicable further negotiation should take place at the Local Joint Forum to arrive at a mutually acceptable resolution. (See also paragraph 4e4)

4e9 Co-opted Members

The Local Joint Forum may allow the attendance at meetings of any persons whose specialist knowledge would be of assistance but such persons will have no power to vote. Where practical, the Joint Secretaries should be

notified two days prior to a meeting of the Local Joint Forum of the intention to request attendance of a co-opted Member.

4e10 Notice

Either side may withdraw from the Local Joint Forum as long as three months written notice is given to the Joint Secretaries.

4e11 Amendments

The Constitution of the Local Joint Forum will be amended, as necessary, and be subject to approval by both the Council and the Local Joint Forum.

Facilities for staff representatives

1 Introduction

- 1a This agreement takes account of the ACAS Code of Practice on time off for trade union duties and activities. It recognises the obligation of the Council to maintain services and the needs of trade unions to represent and communicate effectively with their members.
- 1b Union representatives and their managers should refer to the ACAS Code as guidance in the application of this agreement.
- 1c The Council, our recognised trade unions and the staff association support the process of negotiation and consultation. We agree that the interests of the local authority and its employees are best served by employees joining the appropriate union.
- 1d The objectives of all parties are to promote harmonious relations between councillors, management and employees and to create the atmosphere and procedure which will enable any grievance, differences or misunderstandings to be promptly and fairly resolved. This will be done more effectively if local management and union representatives develop a good working relationship through mutual understanding of this procedure.
- 1e The Council agrees to make reasonable facilities available in accordance with this agreement to enable recognised union representatives employed by the Council to fulfil their role.

2 Full-time trade union officers

- 2a By prior arrangement with, and after reporting to a senior representative of management, full-time trade union officers will be permitted to visit the office, depot, site or other workplace of their members in the performance of their trade union duties.

3 Shop stewards and other union representatives

- 3a The unions will endeavour to avoid more than one executive officer being drawn from an individual service unit. The appropriate union official will notify the Head of Human Resources of the election of a union representative, giving details of the firm of office, constituency and any special responsibilities.
- 3b If, in the opinion of management, the shop stewards or union representatives at any time misuse facilities granted to them, the Council will bring the matter before the union concerned for discussion.

3c The unions will notify the Head of PASS of the accreditation of all representatives, giving details of their term of office, constituency and any special responsibilities. Until formal notifications have been received accredited representatives will not be recognised by the Council.

4 Facilities for the conduct of industrial relations

4a Union representatives will be granted paid leave of absence from their jobs to the extent reasonably required and as made possible by the nature of their jobs for them to carry out their industrial relations functions which are defined as follows:

- To represent the members of their unions who are employees of the Council, within their agreed constituency;
- To investigate any grievance or dispute relating to their employment, raised by members of their unions within their constituency
- To cooperate with management and take all reasonable steps to ensure that those whom they represent observe the local and, where appropriate, national and local agreements and procedures to which their unions are a party
- To carry out the functions assigned to them in a grievance, disciplinary or other procedure that may be agreed between management and their unions, and which may involve representing members of their unions within their constituency
- To take part in joint consultations with management and, where appropriate, to act as representatives on provincial and/or national councils
- To inform members of their unions within their constituency about negotiations or consultations with management
- To explain to new employees within their constituency the role of the union in the industrial relations structure of the Council.

4b Requests for time off will be made to the union representative's supervisor or other designated officer, giving as much notice as is reasonable in the circumstances. Set out at Annexe 1 is guidance on reasonable time off for the purposes specified. In the case of absences for any other purposes, an estimate of the amount of time off will be agreed in advance with the Head of Human Resources , Service Manager or other representative of management who is seeking the consultation or union views. An indication should be given of the nature of the business for which time off is required, the intended location and the expected period of absence. Permission will not be unreasonably requested or refused, but will at all times be subject to the needs of the service.

4c The union representatives will not suffer loss of earnings during such agreed periods of time off from their jobs.

- 4d The employee's service unit may recharge the costs of the employee's absence to appropriate Council budget code in accordance with arrangements approved by the Head of Finance and Procurement.
- 4e All requests for time off for conference and training purposes will be made by the representatives to the Head of PASS, who will verify that the training is in accordance with the ACAS code and will also seek the agreement of the supervisor or other designated officer to the employee's absence. Requests for training will normally be limited to a maximum of 10 days in any single year (and average no more than 5 days per year) for any representative.
- 4f The Council will provide facilities for the shop stewards or union representatives to interview, in private if possible, individual union members within their constituency on industrial relations matters.
- 4g The shop stewards or union representatives will, wherever possible, be allowed to use without charge, and in private if possible, the official internal and external telephone for genuine business.
- 4h Management may require that external calls are logged so that they can be recharged by the service unit concerned.
- 4i With the prior approval of management and according to availability, the shop stewards or union representatives will be allowed the use of the office facilities (for example, photocopying and typing) but not paper, envelopes and other materials, for the conduct of agreed industrial relations functions.
- 4j Management and the trade unions should seek to agree arrangements, where necessary, to cover the work of the shop stewards or union representatives, taking time off for industrial relations functions. They will be required to record the time spent on such duties in order for the time to be charged to the appropriate central code.
- 4k Management may require that typing, photocopying or other office facilities used are logged so that the costs can be recharged by the business unit concerned to appropriate Council funds.

5 Facilities for Trade Union Activities

- 5a For the purpose of this agreement, the trade union functions of the union representatives can be defined as follows:
- Recruitment and maintenance of membership
 - Communication with members through meetings, notice boards, union circular or journals, etc
 - Attendance at union meetings, e.g. branch executives etc.

- 5b The shop stewards or union representatives will be allowed facilities for meeting with union members and other union stewards with the prior permission of management, giving as much notice as possible of the meeting. This may include the use of a committee room, meeting room or other suitable accommodation, normally outside working hours, although permission may be given to hold meetings during working hours to discuss matters of importance to both union members and the Council. However, such meetings in work time will be restricted to those matters where a response is required to a management/Council initiative or proposed action.
- 5c No permission will be given where matters to be discussed are initiated by the union.
- 5d The Council will provide the names of new employees eligible for membership of the trade union and the names of members of the trade union who have resigned from the Council's service.

6 General Facilities

- 6a To enable trade union and industrial relations responsibilities to be exercised generally, shop stewards or union representatives will, wherever possible:
- be granted the use of notice boards within their constituency for the display of approved and official notices
 - be granted facilities for the distribution of appropriate papers, correspondence, circulars, etc, using the Council's internal postal system. All external postal charges must, however, be met by the union concerned.
- 6b The Council will provide:
- facilities for the election of shop stewards or union representatives during working hours, including the use of ballot boxes and ballot papers
 - a polling area within the proposed constituency.
- 6b2 However, in granting this facility it is understood that there should be no disruption to Council business.

7 Specific Facilities

- 7a The unions are granted an office in the Town Hall complex which will be furnished with a desk, six chairs, telephone with voice mail, three-drawer lockable filing cabinet for each recognised union and the staff association.

8 Training of Shop Stewards and Union Representatives

- 8a The Council and the trade unions accept that each has a responsibility for the training of shop stewards or union representatives in their industrial relations functions as defined in paragraph 4.1 of this agreement. The training may be through the medium of courses approved by the TUC or the shop steward's or union representative's own unions, or maybe through jointly agreed internal courses (i.e., courses organised by the Council and the trade unions). All in-service training courses and programmes will be agreed jointly between the Council and trade unions.

9 Annual Statement

- 9a Management reserves the right to take an annual statement of cost of the facilities agreement to the Joint Forum.

Guidelines for reasonable time off

1 Local Joint Forum

- Attendance at a preliminary discussion at the invitation of the Head of Human Resources.
- Attendance at a trade union side preview meeting immediately prior to the meeting.
- Attendance at the meeting.

2 Formal Disciplinary Hearings, Sickness Absence, Poor Performance and Grievance meetings

- Reasonable attendance at preliminary meetings with the employee who is subject to the formal action.
- Attendance at the hearing.

3 Health and Safety Forum

- Attendance at the meeting.

4 Conferences and Training Courses

- Attendance at the course in accordance with the ACAS code.
- Reasonable travelling time.
- Delegates may attend the union's annual conference. This will be limited to a maximum of five person days for each trade union each year.

All requests for time off for conference and training purposes will be made by the representatives to the Head of Human Resources, who will verify that the training is in accordance with the ACAS code and will also seek the agreement of the supervisor or other designated officer to the employee's absence. Requests for training will normally be limited to a maximum of 10 days in any single year (and average no more than 5 days per year) for any representative.