

## **A NEGOTIATOR'S GUIDE TO RECOGNITION AGREEMENTS**

### **Introduction**

This guide is intended to provide basic advice on how to structure and negotiate recognition agreements, details on what should be contained in an agreement and scope of a recognition agreement. There is also a model agreement available [here](#) to provide branches a starting point for negotiations. For best practise examples of recognition agreements please email Bargaining Support on [bsg@unison.co.uk](mailto:bsg@unison.co.uk)

### **Background**

On 6 June 2000, the right to statutory recognition, established by the Employment Relations Act 1999, came into effect. An employer under the provisions of this Act may be compelled to recognise a union for collective bargaining on pay, hours and holiday. This prompted many employers to reach voluntary recognition agreements and take a more positive approach to recognition. Even if you work for a private company or you have been outsourced into the private, community or voluntary sector, the employer you work for may already be covered by a recognition agreement. If you are unsure we can check our databases please email either [Bargaining Support Unit](#), [Private Companies Unit](#) or [Voluntary and Community Service Group](#).

### **Content of a Recognition Agreement**

A formal recognition agreement provides a framework for industrial relations within an organisation. It sets out the rules and procedures to be used by the union and the employer in carrying out consultation, collective bargaining and representation.

It is in the interests of both parties to have a clear and comprehensive recognition agreement. A good agreement will contribute to:

- Positive employment relations between unions and management;
- High levels of employee participation; and
- Effective procedures when dealing with problems and organisational change.

### **What should be in a recognition agreement?**

The content of recognition agreements will vary depending on the size and type of organisation. But all agreements should contain clauses covering the following:

- The purpose of the agreement;
- Basic principles;
- The unions that are recognised;

- The scope of the agreement (which groups of workers the agreement covers) for the purposes of negotiations and consultation;
- Structure of representation (trade union representatives and the structure of the forum / committee they will sit on);
- Facilities (facilities time for reps and resources);
- Disputes (timetables of meetings to deal with collective disputes); and
- Review and termination of the agreement.

## **The Purpose of the agreement**

Most recognition agreements begin with a clause outlining the goals the parties wish to achieve. While this section does not lay down any specific rules or procedures, it does set the tone for the rest of the document. It will often include a commitment to:

- Co-operate in achieving positive industrial relations;
- Use a joint approach to training in industrial relations procedures;
- Engage in effective communications with employees;
- Achieve greater participation and involvement of all members of staff; and
- Work towards a high quality service.

## **General Principles**

The agreement will outline the basic principles shared by the union and the employer and their understanding of their respective roles and responsibilities. These will include:

- A joint commitment to further the aims of the organisation;
- Recognition of the importance of good industrial relations;
- Acceptance of the need for joint consultation and collective bargaining;
- The need for both formal and informal channels of communication and problem solving;
- The need to make information available on issues affecting employees or the business of the organisation;
- Recognition that it is the union's responsibility to represent the interests of its members and work to improve their conditions of employment;
- Commitment to protect the right of employees to join trade unions and encourage trade union membership; and
- Commitment to adhere to and develop policies on equal opportunities.

### **Good Practice Example:**

Good recognition agreements should set out a clear purpose and the aims and advantages to working with the union collaboratively.

The recognition agreement between UNISON and Choice Support Group states:

"The purpose of this agreement is to ensure that employment practices in the Group are conducted to the highest possible standards within the resources available, and that equal opportunities are offered to employees or prospective employees and that the treatment of staff will be fair and equitable in all matters of dispute".

## The unions recognised

A recognition agreement names the union or unions who have rights to represent and negotiate on behalf of employees in that workplace. It will make clear whether a particular union has sole negotiating rights for a bargaining group, or whether the employer recognises two or more unions jointly.

## Scope of the agreement

The agreement will set out the issues for which of the union(s) are recognised. The table below sets out the areas that should be covered for the purposes of collective bargaining and consultation:

<b>Areas which should be covered in the agreement</b>
<b>Terms and conditions of employment</b>
<b>Pay awards</b>
<b>Job descriptions</b>
<b>Job grading and job evaluation (including equal pay audits)</b>
<b>Hours of work</b>
<b>Holiday and sickness arrangements</b>
<b>Pensions</b>
<b>Overall salary structure</b>
<b>Health and safety</b>
<b>Equal opportunities policies</b>
<b>New technology, IT and surveillance policies</b>
<b>Working practices, new equipment and techniques</b>
<b>Training and recruitment</b>
<b>Staff amenities</b>
<b>Redundancy and redeployment</b>
<b>Disciplinary, grievance, capability, performance management and procedures</b>
<b>Contracting out</b>
<b>Reorganisation of staff and relocation of offices</b>
<b>Any other item which both parties agree to refer</b>

## Collective Bargaining

If a trade union has a recognition agreement with an employer, it allows the trade unions who are recognised to negotiate on behalf of their members their terms and conditions of employment including pay, employment policies and any other major changes in the organisation.

The scope of collective bargaining can vary quite widely from one workplace to another. In section 178 (1) of TULR(C)A the matters listed for collective bargaining include:

- Terms and conditions of employment and physical conditions of work

- Engagement or non-engagement or termination or suspension of employment or the duties of employment of one or more worker.
- Allocation of work duties of employment as between workers or groups of workers
- Matters of discipline
- A worker's membership or non-membership of a trade union
- Facilities for trade union representatives
- Machinery for consultation and negotiation and other procedures (including grievance procedures), including recognition of the right of a trade union to represent workers in such negotiation or consultation.

The range of agreed topics covered by collective bargaining can vary from organisation to organisation, but it is strongly advised that these are set out in the recognition agreement, as well as a standard frequency of meetings where these issues will be discussed. This information will help if an employer challenges the definition of 'reasonable' time off for trade union representatives.

## Consultation

The agreement should reflect the fact that the employer is legally obliged to consult on certain matters, in particular on business transfers and collective redundancies. In these circumstances the employer must consult with a view to seeking an agreement.

The duty to consult arises where the employer is proposing to dismiss as redundant 20 or more employees at one establishment within a period of 90 days or less. For more information on collective redundancies please see our factsheet [here](#).

On Health and Safety, if UNISON is recognised, then a joint safety committee must be set up if two or more safety representatives request it. Normally health and safety issues should be progressed through the health and safety committee where one exists.

## Structure of representation

The agreement sets out the union/management structures which will be used to represent union members in the workplace and negotiate on their behalf. This should include a joint negotiating and consultative committee. The agreement should set out the number of representatives who sit on each body from each side and the constituencies from which they are drawn. The agreement should acknowledge that union representatives will be elected in accordance with their union rules to act as spokespersons in representing their members' interests.

## Facilities time

The agreement should detail the facilities made available to the union and to union representatives in order to carry out their duties. These should include:



## Time off for trade union duties and activities

Trade union workplace representatives in recognised workplaces have a right to time off with pay to carry out their trade union duties or take part in union training. This right has been in place since 1974. Previously it only applied to workplace and health and safety representatives, however in 2003 the right to paid time off was extended to cover union learning reps. Workplace reps are entitled to paid time off to cover the following duties:

- trade union duties related to collective bargaining, on issues like: terms and conditions of employment; redundancies; job evaluation; family friendly policies; discipline; trade union facilities; and negotiating machinery
- individual representation
- meetings with management and preparation for these meetings
- keeping members informed about negotiations.

There's been some negative publicity about facility time in recent years – much generated by conservative lobby groups – but the truth is that good employment relations increase productivity and efficiency. In a 2016 UNISON survey on facilities time (across all service groups), two-thirds of respondents identified that as UNISON reps they had supported individual cases (including disciplinary and grievances) in their facilities time, which would have escalated and become a more serious problem if they had not been involved. Detailed advice on negotiating time off for trade union duties is available in the facility time bargaining guide [here](#) and a model time off and facilities time agreement can be found [here](#).

### Good Practice Example – training for lay representatives:

A good recognition agreement should have a section on time off with pay for trade union representatives – setting out clearly the rights of trade union representatives to receive paid time off when carrying out union duties.

In the recognition agreement between UNISON and Veolia Environmental Services (City of Westminster), it states: “The parties recognise the need for lay representatives of the union to properly understand their duties, and both their rights and the rights of their constituents. To this end it is agreed that all lay representatives be afforded the opportunity of paid release to undergo appropriate training as approved by the union”.

## Union facilities

The agreement should require the employer to provide facilities to allow the union to represent and negotiate on behalf of its members, including some or all of the following:

- use of designated area or secure office space
- use of a lockable filing cabinet
- access to confidential telephone, fax, internal mail and email
- access to notice boards in all work sites
- access to the employer's intranet
- reasonable access to photocopying
- the use of PCs
- reasonable accommodation for meetings and trade union education

- reasonable access to administrative support and secretarial services
- For outsourced members – it would be advantageous to get use of teleconferencing and video conferencing (as the employer may be national with offices across the country).
- For national employers - travel and expenses for reps for individual representation



Depending on the size of the employer it is important to make sure the recognition agreement covers the resources which are needed and the costs of travel. For national employers, travel and expenses for reps for individual representation and collective meetings is a key issue.

In smaller workplaces it is important to be flexible and imaginative when negotiating trade union facilities. Small employers may not be able offer the same level of resources or technical support that a larger employer could provide. If it is not possible to have office space, look for an agreement on meeting facilities. The branch may need to consider offering a loan of equipment (laptop, mobile phone) in order to meet needs that cannot be met by the employer.

The agreement should also provide encouragement and support for trade union membership.

This can include:

- ✓ facilities for the deduction of trade union subscriptions from payroll (DOCAS) in the form requested by the union;
- ✓ opportunity to talk to new starters and participate in induction sessions;
- ✓ the right to run recruitment road shows at the employers' worksites.

**REMEMBER:** Some smaller workplaces may not have the capacity to run a DOCAS facility; therefore UNISON members can pay subscriptions via direct debit (direct from their bank account).

The agreement should ensure facilities are available for adequate representation of members. This can include:

- access for stewards to all documents relating to agreements which affect members represented;
- Time off for reps for collective meetings is big issue.
- assistance in conveying information to employees, including newsletters, information concerning consultation, representation or bargaining;
- access to information for collective bargaining as specified by the ACAS code of practice – disclosure of information for Trade Unions for Collective Bargaining Purpose;
- the facility for stewards to meet with full-time officers by arrangement; and
- facilities to enable recognised trade unions to conduct a ballot where this is required by law or otherwise mutually agreed.



### **Good Practice Example – facilities for trade union representatives**

To assist trade union representatives with their roles, recognition agreements often will set out what facilities trade union reps can access:

In the recognition agreement between UNISON and Oasis Learning Academies it states: “Oasis Academies will provide the following facilities to trade union representatives – reasonable accommodation to hold meetings and to interview members in a confidential manner, confidential access to and reasonable free use of telephones, fax and email facilities and computing and photocopying facilities, reasonable access to administrative and secretarial services, secure office / storage space and notice board space in staff rooms”.

### **Disputes**

A recognition agreement should include a mechanism for dealing with disputes between the union and management. This can include a group grievance procedure for issues concerning two or more people, and a procedure to settle differences between the union and management which cannot be resolved through normal negotiations. These procedures generally involve several stages, beginning at the informal level and rising through reference to local and central negotiating forums. Some agreements will include access to an external third party, such as ACAS, for arbitration if the issue is not resolved at a lower level.

Procedures for resolving individual grievances should be set out in a separate agreement. UNISON's model grievance procedure can be found [here](#).

### **Review and termination of the agreement**

Recognition agreements should make provision for periodic review. A clause will normally allow for termination of the agreement to be sought by mutual consent after a period of notice in writing.

### **Negotiating Points**

#### **Different types of forums**

While the exact structure of your recognition agreement will depend on the size and nature of your organization, branches should seek to achieve certain basic goals. There should be only one forum within the representative structures. In agreeing to recognition, employers may be concerned that non-union employees will be excluded from workplace consultation.

One option is to maintain a non-union consultative forum alongside the formal negotiating body used by the recognised trade unions. If an employer puts this option forward, try to resist this, as it may weaken the union's role as the voice of the workplace. Also decisions could be taken on the non-union forum, which undermine the position UNISON members have taken on workplace issues. The need to provide representatives to both forums may also tax the union's ability to find members willing to be active.

Recognised unions are legally required to negotiate on behalf of all workers in a bargaining unit. They should offer to be responsible for canvassing the option of non-union, as well as union members. As well as a main staff forum (JNC) depending on the size of the employer and issues within the workplace there may be different forums set up to consult with the unions, for example as discussed earlier there should be a specific health and safety forum and if job evaluation is an issue a specific forum could be set up to work through job re-profiling.

### **Being representative**

The Joint Negotiating Committee should have sufficient trade union members to be representative of the various sites and sectors of the workforce. Ensure that shift workers and those working part-time have representation on the joint Negotiating Committee. Management side should include those with power to make real decisions on behalf of the employer.

### **Negotiation vs. consultation**

Recognition agreements should be clear on what can be subject to negotiation, and what to consultation. Negotiation commits both parties to reaching agreement, whereas consultation is merely a commitment to seek views. Some employers confuse consultation with the conveying of information. It is much more than this, as recognition agreements are supported by legislation which requires employers to undertake “meaningful” consultation on certain issues. In practice, this is more likely to mean the consultation process must be closer to negotiation than a mere information-giving exercise. There should be evidence the employer has attempted to reach agreement, even if agreement proves impossible.

#### **Good Practice Example – coverage of the agreement:**

The recognition agreement should always specify which staff groups are covered by the agreement.

In the recognition agreement between UNISON and The Norse Group it states:

“In relation to any group of workers in respect of which union is recognised for bargaining purposes, the employer will consult with the local union representatives as the “employee representatives” wherever required in law for example in relation to TUPE transfers or collective redundancies”.

#### **Scope of the agreement**

A recognition agreement should give the union the right to collectively bargain on the widest possible range of pay and conditions. Many existing agreements only provide limited collective bargaining rights, for example, the right to bargain on pay, holidays and hours, but not on pensions, redundancy or training. Wherever possible, try to secure comprehensive negotiating rights. You may need to consider accepting partial recognition as a first stage where the employer refuses to grant full collective bargaining rights.

#### **Coverage of the agreement**

There are circumstances where the union is able to secure recognition for some groups of staff in an organisation, but not others. The union may not be recognised for example, for staff on certain types of contracts or for new staff after transfer to the private sector. Unless you have a good reason to exclude certain categories of staff, try to ensure



that all employees are covered under the recognition agreement.

### **Time off for trade union duties: adequate funding**

Problems arise where employers do not adequately fund facility time to cover the absence of representatives on trade union duties. The resulting conflict between the needs of the service and the need for adequate time off, can lead to disputes with management.

Tensions may also arise amongst staff, as colleagues are left to cover the work absent trade union reps. It is therefore important that sufficient funds be made available to support staff representatives' roles.

## **Appendix 1 – Model Recognition Agreement**

### UNISON MODEL RECOGNITION AND PROCEDURAL AGREEMENT

**The following model provides a framework for drafting a comprehensive recognition agreement. It can be adapted to reflect the size and nature of the organisation.**

This model is based on 'best practice'. It assumes the employer has granted the union full recognition for representation, consultation and collective bargaining on behalf of all appropriate staff groups. This is obviously the goal that branches should aim for, but it is understood that this may not always be achievable in the first instance. The model can be adjusted to take account of more restricted levels of recognition.

The model has been amended to qualify as a 'pre-existing agreement' under the Information and Consultation of Employees (ICE) Regulations. However to qualify it must also be approved by the workforce - either by the Union (if membership is over 50%) or a ballot or petition by 50% of employees. The changes to reflect this are in **bold**.

For help in drafting and negotiating recognition agreements, contact your Regional Officer.

Further guidance on negotiating a recognition agreement can be found by clicking on the link below

[UNISON Guide to Negotiating Recognition Agreements](#)

The full set of model templates, covering such areas as annual leave, maternity rights, apprenticeships, facility time and fit notes can be found via the link below.

[UNISON model agreement templates](#)

UNISON

## MODEL RECOGNITION and PROCEDURAL AGREEMENT

between

(The Organisation)  
(Address)

and

UNISON  
UNISON Centre  
130 Euston Road  
London NW1 2AY

### 1. DEFINITION OF TERMS

In this Agreement:-

The Organisation - refers to (the organisation)

The Union refers to the (named) Branch of UNISON

Staff refers to all employees of the Organisation

### 2. COMMENCEMENT DATE

This Agreement commences on (date)

### 3. OBJECTIVES

- 3.1 In drawing up this agreement, the Organisation and the Union recognise that the Organisation exists to fulfil its aims and objectives.
- 3.2 The purpose of this agreement is to determine trade union recognition and representation within the organisation and establish a framework for consultation and collective bargaining.
- 3.3 The parties have identified common objectives they wish to pursue and achieve. These are:
- 3.4 to ensure that employment practices in the Organisation are conducted to the highest possible standards;
- 3.5 to enhance effective communication with all Staff throughout the organisation;
- 3.6 to achieve greater participation and involvement of all members of staff on the issues to be faced in running and developing the Organisation
- 3.7 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.

#### **4. GENERAL PRINCIPLES**

- 4.1 The Organisation and the Union accept that the terms of this agreement are binding in honour upon them but do not constitute a legally enforceable agreement.
- 4.2 The Union recognises the Organisation's responsibility to plan, organise and manage the work of the Organisation in order to achieve the best possible results in pursuing its overall aims and objectives.
- 4.3 The Organisation recognises the Union's responsibility to represent the interests of its Members and to work for improved terms and conditions of employment for them.
- 4.4 The Organisation encourages employees to become and remain members of an appropriate union in accordance with this agreement.
- 4.5 The Organisation and the Union recognise their common interest and joint purpose in furthering the aims and objectives of the Organisation and in achieving reasonable solutions to all matters which concern them. Both parties declare their commitment to maintain good industrial relations.
- 4.6 The Organisation and the Union accept the need for joint consultation and collective bargaining in securing their objectives. They acknowledge the value of up to date information on important changes which effect employees of the Organisation.

#### **5. UNION REPRESENTATION**

- 5.1 The Organisation recognises the Union as the trade union with which it will consult and negotiate with in all matters set out in Clause 8.4 of this agreement.
- 5.2 **The Organisation recognises the Union as the body representing Staff for the purposes of informing and consulting the workforce. Informing and consulting employees will take place through UNISON representatives.**
- 5.3 The Organisation accepts that the Union's members will elect representatives in accordance with their Union rules to act as their spokespersons in representing their interests.
- 5.4 The Union agrees to inform the Organisation of the names of all elected representatives in writing within five working days of their election and to inform the Organisation in writing of any subsequent changes, each time within five working days of the change having taken place. Persons whose names have been notified to the Organisation shall be the sole representatives of the UNISON membership, **and the representatives of Staff for the purposes of information and consultation.**
- 5.5 The Organisation recognises that Union representatives fulfil an important role and that the discharge of their duties as Union representatives will in no way prejudice their career prospects or employment with the Organisation.
- 5.6 The Organisation will inform all new employees of this agreement and will encourage them to join the union and provide facilities for them to talk to a workplace representative as part of their induction procedure. The Organisation will supply union representatives with new starter details to enable them to contact new employees.

- 5.7 The Organisation will undertake the check -off of trade union subscriptions for any employee requesting this facility.

## **6. UNION MEETINGS AND OTHER FACILITIES**

- 6.1 Meetings of Union members may be held on the Organisation's premises outside working hours and there shall be no restriction on the frequency or duration of such meetings. Such meetings will be open to all staff members who are members of UNISON.

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

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

- 6.4 The Organisation agrees to provide defined facilities to the Union representatives to enable them to discharge their duties including: provision of secure office space; a notice board; access to confidential telephone, fax, internal mail and email; reasonable use of equipment such as telephones, franking machines, photocopiers, teleconferencing, video conferencing and PCs; reasonable accommodation for meetings and trade union education, and reasonable access to administrative support and secretarial services.

- 6.5 Subject to the agreement of the Organisation, Union representatives will be granted special leave without loss of pay to attend training courses run by the Union or other appropriate bodies which are relevant to the discharge of their Union duties.

- 6.6 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. Where such duties include national collective issues travel and expenses will be paid for by the employer. If duties cannot be carried out as part of the normal working day as much notice as possible will be given of the need to take time off. For national employers travel and expenses for reps for individual representation will be covered by the employer. Any dispute shall be referred to the **Joint Negotiating and Consultation Committee** (as defined in clause 7.1) for agreement.

- 6.7 Subject to reasonable prior notice and the consent of the Organisation, which shall not unreasonably be withheld, Union representatives will be permitted reasonable time off during working hours for the purpose of taking part in Trade Union activity.

## **7. JOINT NEGOTIATING AND CONSULTATION COMMITTEE**

- 7.1 The Organisation and the Union agree to set up a Joint Negotiating **and Consultation** Committee (**JNCC**) consisting of representatives of both sides.

- 7.2 The **JNCC** shall be governed by a written constitution, a copy of which is attached to this Agreement (Appendix 1).

7.3 The functions of the **JNCC** shall include:-

7.3.1 Information

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

**The organisation will additionally supply information on recent and probable developments of the organisation and its economic situation.**

7.3.2 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 under Clause 7.4 below.

**The organisation will additionally consult on the current situation, structure and probable development of employment in the undertaking, especially any threat to employment, and on changes in work organisation or contractual relations, including redundancies and transfers.**

7.3.3 Negotiation

To negotiate and reach agreement on all issues pertaining to the matters set out under Clause 7.4 below.

7.4 The following matters shall be the subject of consultation and negotiation:-

Terms and conditions of employment  
Pay awards  
Job descriptions  
Job grading and job evaluation  
Hours of work  
Holiday and sickness arrangements  
Pensions  
Overall salary structure  
Health and safety  
Equal opportunities policies  
New technology  
Working practices, new equipment and techniques  
Training  
recruitment  
Staff amenities  
Redundancy and redeployment  
Disciplinary, grievance, capability and procedures  
Contracting out  
Reorganisation of staff and relocation of offices  
Any other item which both sides agree to refer

## **8. GRIEVANCES AND DISCIPLINE**

- 8.1 The Organisation 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 Organisation wherever this is considered appropriate.
- 8.2 The Organisation undertakes to inform the Union representatives immediately of the name of any UNISON staff member faced with disciplinary action to enable the Union to make appropriate arrangements for representation. This information will be limited to the name of the member only.
- 8.3 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 6.5 above.
- 8.4 In order to resolve collective disputes arising from a failure to agree in the negotiating forum, there shall be a timetable of meetings, involving representatives of the management committee, to seek to resolve any dispute. Both the Organisation and the Union will be entitled to have advisors at any dispute meeting, subject to the agreement of both sides.

## **9. VARIATIONS**

- 9.1 This Agreement may be amended at any time with the consent of both parties.

## **10. TERMINATION**

- 10.1 The Agreement shall not terminate except by mutual consent.

SIGNED ..... for (the Organisation)

DATE .....

SIGNED ..... for UNISON

DATE .....



## APPENDIX 1

### CONSTITUTION OF THE JOINT NEGOTIATING AND CONSULTATION COMMITTEE

#### 1. TITLE

The Committee shall be known as the Joint Negotiating **and Consultation** Committee, **known as the JNCC**.

#### 2. OBJECT

To establish a workable and effective arrangement for good industrial relations, for the avoidance of any misunderstanding and for the promotion of joint participation in all matters of common interest and concern on a genuine consultative and negotiating basis at Organisation level, as outlined in Clauses **7.3 and 7.4** of the Recognition and Procedural Agreement.

#### 3. MEETINGS

3.1 Meetings of the **JNCC** shall be every (?) months with a prepared agenda which shall be issued fourteen days before each meeting. The Agenda shall provide for any other business of an urgent nature to be discussed.

3.2 Special meetings may be called by either the Union or the Organisation. Such meetings must be convened within fourteen days, unless the side requesting the meeting agrees otherwise, but always within twenty-eight days.

#### 4. SCOPE OF COMMITTEE

The **JNCC** is authorised to consider and negotiate on all matters specified in Clauses **7.3 and 7.4** of the Recognition and Procedural Agreement.

#### 5. CONSTITUTION

5.1 There shall be an employer's side and a Union side.

5.2 The employers' side shall consist of (?) persons nominated by the Organisation's Committee of Management; at least (?) of whom shall be members of the Management Committee.

5.3 The Union side shall consist of (?) representatives of the Union who shall be members of staff and elected by the UNISON membership within the Organisation.

5.4 Each side shall confirm the names of its representatives on an annual basis and inform the other immediately of any changes in the interim period.

5.5 Each side shall make every effort to send its confirmed representatives to each meeting but substitution will be permitted on both sides where it cannot be avoided.

- 5.6 Staff and management will be entitled to have advisors in attendance who will have speaking rights. Except in the case of special meetings each side shall give a minimum of seven days notice to the other side of its intention to invite such advisors to the meeting.
- 5.7 The Chairperson for each meeting of the **JNCC** shall be nominated alternately by the Union side and the Management side.
- 5.8 The two sides shall jointly appoint a secretary who will be responsible for convening meetings, preparing agenda in consultation with both sides, and taking and circulating minutes. Minutes shall be subject to the agreement of the Committee and will be signed by the Chairperson of the meeting at which they are agreed.
- 5.9 Meetings shall be judged to be quorate if (?) members of both sides are present.

## **6. STATUS OF RESOLUTIONS**

Resolutions of the **JNCC** shall not be binding on either side but shall be recommendations only to the respective parties (the Organisation and the Union) whose ratification shall be required before an agreement is deemed to be reached.

## **7. COMMUNICATIONS**

Members of both sides shall be afforded reasonable facilities to visit and communicate with all offices and staff of the Organisation.