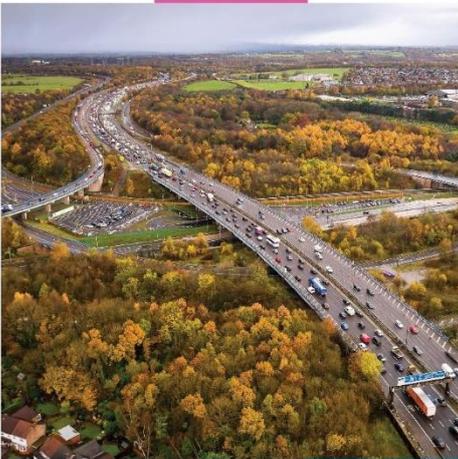




# RECOGNITION AGREEMENT FOR COLLECTIVE BARGAINING



## 1. Identification of Parties

This agreement is between TfN and UNISON and recognises UNISON for the purposes of collective bargaining in respect of all TfN employees on the following matters:

- Basic salaries and salary rates;
- Expenses, subsistence and allowances;
- Hours and patterns of work;
- Holiday entitlement, pay and arrangements;
- Sick pay entitlements and arrangements;
- Pensions; and
- Maternity, adoption and paternity pay and arrangements.

It is noted and agreed by both parties that subject to TfN's ability to pay that annual costs of living salary increases will be negotiated via the local government national bargaining body.

TfN and UNISON jointly recognise the value of providing information to, and consultation of, its employees, in addition to the importance of working together in the spirit of co-operation to ensure the continual success of the organisation and in accordance with the Information and Consultation of Employees (ICE) Regulation 2005.

## 2. Objectives

- To work together to further the success of TfN by enabling a flexible approach in a time of rapid and continuous change.
- To work together as partners to continually improve TfN's performance, leading to the achievement of our strategic objectives and shared success of TfN.
- To work together in a spirit of mutual confidence, partnership and co-operation.
- To achieve fairness and equality in the treatment of employees regardless of age, creed, disability, race, sexual orientation, ethnic origin, national origin, nationality, religion, belief or gender.

## 3. General Principles

TfN and UNISON have a common objective in ensuring the efficiency and prosperity of TfN for the benefit of employees, stakeholders and the public.

TfN recognises UNISON for the purposes of collective bargaining in respect of all TfN employees and in respect of all matters set-out in section 1 above. TfN recognises UNISON's right to represent members across the following issues:

- Pay and allowances;

- Terms and conditions;
- Pensions;
- Disciplinary, grievance and dignity at work matters;
- Trade union facilities and time-off;
- Diversity; and
- Health, safety & well-being.

### **Matters**

Matters for joint engagement and consultation shall include:

- Recent and probable development of TfN and its economic situation;
- The structure and organisation of TfN including any actions or measures that are envisaged, and use of non-employees, especially where there may be an impact on employment;
- Decisions that are likely to lead to substantial changes in work organisation or contractual relations;
- Policies and Procedures which affect the management of employees; and
- Changes to accommodation, technology, or other changes that will impact on the working environment.

### **Need**

TfN and UNISON are agreed on the need:

- To support an organisation committed to the highest levels of quality, productivity and competitiveness;
- To make such changes to technology and working practices as will maintain this commitment;
- To respond flexibly and quickly to changes in demand for TfN's services;
- To maintain open and direct communications with all employees on matters of mutual interest and concern.

Where any party wishes to raise a matter for resolution, there shall be discussion as appropriate. It is agreed that in the event of any difference arising which cannot immediately be disposed of, then whatever practice or agreement existed prior to the difference shall continue to operate pending a settlement or until the agreed procedure has been exhausted.

In order to allow for the peaceful resolution of any matter raised by any party there shall be no stoppage of work, either of a partial or general character, such as a strike, lock-out, go-slow, work-to-rule, overtime ban or any other restrictions, before the stages of procedure provided for in this Agreement have been exhausted.

It is the joint responsibility of both TfN and UNISON to put these principles into effect and maintain them in the activities of TfN.

#### **4. Representatives and Membership**

UNISON shall arrange for the election of representatives (stewards) as appropriate. Any election process shall adhere to, and comply with their election protocol. As a minimum, there will be one representative (steward) at each of TfN's operational sites (Leeds & Manchester), one of whom will be expected to act in the capacity as TfN Convener and be the main first point of contact for all UNISON matters at TfN.

TfN recognises the efficiencies that come from UNISON members being part of a larger mutli-employer branch but also recognises that from time to time branch stewards may be elected from the TfN membership to contribute to the wider administration of the branch.

UNISON will notify TfN in writing of the names of representatives (stewards) and any changes to these at the earliest opportunity following election.

If a representative (steward) ceases to be an employee of TfN they will also cease to be a UNISON representative (steward) at TfN.

Should TfN have any concerns about the election of any TfN employee as a steward; UNISON will seriously consider such concerns. In the meantime, until any such concerns are adequately resolved; any on-going or new issues or business requiring consultation with UNISON will be carried out with an alternative TfN steward(s) and/or Regional Officer input where necessary as to avoid any potential delays which may adversely affect TfN's business.

In normal circumstances the point of contact (senior spokesperson of UNISON) shall be the TfN Convener unless this relates to an on-going issue for which another representative (steward) is already accepted as the appropriate contact.

All representatives (stewards) are subject to the same TfN rules, disciplinary and grievance procedures and terms and conditions as all other TfN employees. However, any capability and disciplinary matters relating to a UNISON representative (steward) will be raised with the Regional Office before any formal action is taken.

TfN will extend facilities for the collection of UNISON subscriptions at source, subject to the agreement of each employee concerned.

#### **5. Facilities and Time Off**

Time off without loss of pay, facilities and resources shall be provided to the representative (steward) to prepare, consider or evaluate any items or issues under discussion.

TfN will provide representatives (stewards) with the required facilities to report back to their members including access to a section on TfN's intranet and use of suitable accommodation for members meetings, which would normally take place outside of TfN core operating hours.

Representatives (stewards) including the TfN Convener will attend the quarterly branch committee meetings in Manchester, and may on occasion be required to attend meetings with UNISON's regional officials.

Attendance at any meetings or agreed training courses, seminars, etc. relevant to the functioning of this agreement will be considered to be a TfN business trip as far as payment of salary, time, travel other reasonably deemed expenses.

TfN recognises the efficiencies that come from being part of a multi-employer branch, but on occasion where the annual conference delegate is elected from the TfN membership, paid time-off to attend will be granted although all other costs of attending will be met by UNISON.

Arrangements for time off must be arranged by a representative (steward) in discussion with their Line Manager, in advance of the time off being required.

The above provisions will apply in addition to any time-off rights in connection with employee representation.

Time off for union activities unrelated to those described above will be unpaid but will be accommodated within flexi-arrangements where possible.

Time off will not be unreasonably withheld.

## **6. Representative Training**

In view of the important position that the office of a UNISON Representative (Steward) has a training needs analysis (TNA) will be conducted jointly on an annual basis to ensure that any required and essential training is provided, to enable representatives (stewards) to feel confident and competent to carry out their elected role.

The results of the TNA will be presented to TfN Business Capabilities Director and any required training will be a matter of agreement between TfN and UNISON.

Dependent upon operational and individual requirements, consideration will be given by TfN for representatives (stewards) to be allowed leave of absence to attend appropriate Union courses and other special courses designed to improve skills or broaden attitudes and knowledge, where it is agreed to be of joint advantage to the individual, UNISON and TfN.

If, in the opinion of TfN, a representative (steward) at any time fails to follow procedure or to fulfil in a proper manner the functions and responsibilities that are normally carried out by a representative (steward), TfN shall have the right to bring the matter before UNISON for discussion. While discussions are proceeding, the position of the representative shall be maintained. Every effort will be made to resolve any mutually accepted concerns by agreement, ultimately, however, this is matter for UNISON to resolve in accordance with its rules.

## **7. Communications**

It is recognised by TfN and UNISON that both have a defined responsibility for communication.

TfN has a responsibility for the communication of all information to its employees, including its policies, requirements, views and suggestions. UNISON has a responsibility also for communicating to its members and for communicating to TfN through the agreed communication channels the views, suggestions and requirements of its members.

TfN will communicate to UNISON the names and designations of Directors, Managers and Human Resources Representatives authorised to consult and negotiate with UNISON as appropriate.

Where UNISON representatives (stewards) communicate with external bodies, it will be clear that they are doing so solely in a union capacity.

## **8. Representative Meetings**

- TfN and UNISON will meet normally meet on a monthly basis and more regularly if required.
- Meetings will normally take place over a two-hour period between 10:00 and 15:00, alternating between TfN's Manchester and Leeds offices.
- Agenda's for all monthly meetings with UNISON will be agreed a minimum of 72 hours in advance of each monthly meeting.
- Two members of TfN's management team (including either the Business Capabilities Director or Head of HR) will be attendance at each monthly meeting.
- The TfN Convener alongside another TfN Steward (nominated by UNISON) will be expected to attend each monthly meeting, with ad hoc attendance from the full-time Regional Officer as required.
- Emergency meetings may be called as appropriate.

## **9. Confidentiality**

In order to maximise the spirit of openness and free exchange of views, all participants agree not to divulge any commercial and/or competitive information that is supplied to them on a confidential basis.

Any breach of this provision is viewed as a breach of trust and may have implications for further bargaining arrangements.

Confidential information will be clearly identified, along with the duration of the confidentiality obligation.

## **10. Collective Disputes**

It is accepted by UNISON that TfN has the right to manage and to expect all normal management decisions concerning the efficient operation of the organisation to be implemented by employees immediately, with the exception of any decisions which alter the established salaries and conditions of service, working conditions and decisions about dismissals

(except for gross misconduct) or redundancy, to which the employees concerned object, shall not be implemented until the relevant procedure(s) have been exhausted.

Where TfN and UNISON register a Failure to Agree, including involvement of the relevant full time Regional Officer of UNISON. By mutual agreement, subsequent joint reference may be made to external parties in the first instance a mutually agreed arbitrator will be elected for mediation, conciliation or arbitration, unless agreed otherwise, the normal expectation would be that the services available from ACAS would be used in this regard. Both parties undertake to use their best endeavour to resolve disputes as early as possible. Either party will respond within 24 hours to a request for a meeting relating to a dispute, where practicable.

During the period of the use of the procedures set out in this section there will be no stoppage of work of either a partial or a general character, and neither will any other form of sanction be applied.

## **11. Termination of Agreement**

This is not a legally enforceable agreement, and shall be subject to review, amendment or termination by either party giving three months' notice to the other.

Amendments to this agreement may be agreed by consent of TfN's Operating Board.



**Vic Walsh**  
**Regional Organiser**  
**UNISON North West**  
**17<sup>th</sup> July 2018**



**Stephen Hipwell**  
**Head of Human Resources**  
**Transport for the North**  
**17<sup>th</sup> July 2018**



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