

TRADE UNION RECOGNITION AND PROCEDURAL AGREEMENT

INTRODUCTION

Tayside Contracts recognises that it is to the mutual benefit of Tayside Contracts and its employees that employees are represented by Trade Unions.

Tayside Contracts is committed to the principle of collective bargaining at a local and national level and recognises the role of Trades Unions in promoting good employee relations and robust health and safety practices.

The purpose of this Agreement is to outline the negotiation and consultation frameworks between Tayside Contracts and the Trade Unions.

RECOGNITION OF TRADES UNIONS

Tayside Contracts recognises the following Trade Unions ('the recognised unions') as the sole representatives of, and having sole consultation, negotiation and collective bargaining rights in respect of Tayside Contracts employees:

- Unite
- GMB
- UNISON

Tayside Contracts will not negotiate with organisations not listed in this Agreement. However, Tayside Contracts recognises that membership of Trade Unions within the organisation may change, which could mean that the Trade Unions covered by this Agreement may need to be reviewed and varied. Should these circumstances arise Tayside Contracts will consult with the recognised Trade Unions prior to a final decision being taken.

GENERAL PRINCIPLES

Tayside Contracts supports the system of collective bargaining and believes in the principle of solving industrial relations problems by discussion and agreement at the lowest possible level. Tayside Contracts and the recognised unions acknowledge their common interest and joint purpose in furthering the aims and objectives of Tayside Contracts, which is to the benefit of employees, stakeholders and the community as a whole.

Both sides recognise that the means of pursuing this common interest shall be by:

- Discussion
- Exchange of information
- Consultation
- Negotiation

REPRESENTATIVES – NUMBERS, ACCREDITATION AND FACILITY TIME

Tayside Contracts recognises the right of Trade Union members to elect representatives to act on their behalf in accordance with the terms of this Agreement. The election of representatives will be in accordance with the rules of the respective Trade Unions.

The level of representation across Tayside Contracts should be adequate and proportionate to Trade Union membership numbers and distribution.

Should a Trade Union request additional Trade Union Representatives reference must be made to membership numbers, the size of the workplace and/or the variety of workplace locations and the national rules of the respective Trade Union where this requires justification.

Each Trade Union is responsible for informing Tayside Contracts, via the HR Manager, of any changes to their elected representatives, i.e. resignations, replacement appointments and appointments of additional representatives. The Trade Union should provide the HR Manager the following details:

- The name and contact details of the representative
- The work group being represented
- The name of the representative being replaced (if applicable)
- Confirmation that membership numbers support the provision of a replacement or additional representative where appropriate

Official recognition will be confirmed by the HR Manager to the relevant Trade Union and to the elected representative's line manager.

A central list of all representatives will be maintained for reference purposes. Representatives names and contact details will be made available to all Tayside Contracts employees and are published on Tayside Contracts' Intranet site.

No time off for duties, activities or training will be granted until confirmation of the employee's official recognition has been sent to the Trade Union and to the employee's line manager.

It is the responsibility of the recognised Trade Unions to ensure that their representatives are suitably trained and briefed on their duties, the rules and practices of their union and all relevant agreements and procedures.

Tayside Contracts will allow Trade Union Representatives reasonable time off to undergo training in aspects of industrial relations relevant to the carrying out of their trade union duties, provided that this training is approved by the recognised Trade Union.

Requests to attend training courses should be made in writing and with as much notice as is reasonably practicable and details of the nature of the course should also be provided. Tayside Contracts will endeavour to accommodate requests to attend training courses wherever possible, provided sufficient notice is given, taking into account the amount of time off requested in relation to previously agreed time off, the nature of the course and the impact on service provision.

Tayside Contracts recognises the rights of Trade Union members and Trade Union Representatives to have the assistance of Full Time Officials of their Trade Union. These Full Time Officials are entitled to advise and assist Trade Union members and Trade Union Representatives.

Employee representation will be permitted by a Full Time Official, a Trade Union Representative who is a Tayside Contracts employee or a Trade Union Representative who is not an employee of Tayside Contracts, provided that their employer is aware that they are carrying out Trade Union duties for another employer and has provided their express consent. It should be noted that Tayside Contracts employees who are Trade Union Representatives will not normally be granted time off to represent employees from another employer. Should any time off be granted in this situation it would be without pay.

Trade Union Representatives are entitled to reasonable time off during working hours to carry out certain trade union duties, this is referred to as 'facility time'. This time off is usually granted with full pay. Trade Union Representatives should provide their line manager with as much notice as practicable regarding the purpose of any facility time required (with no requirement to divulge confidential information regarding disciplinary or grievance matters) as well as the time and likely duration they will be absent from their normal duties. In relation to facility time required that has not been arranged by management, Trade Union Representatives should make every effort to avoid service disruption when requesting time off for trade union duties.

Tayside Contracts will not take disciplinary action against any accredited Trade Union Representative until the circumstances of the case have been discussed with a Full Time Official of the employee's Trade Union.

Tayside Contracts recognises that Trade Union Representatives fulfil an important role and their employment with Tayside Contracts and/or career prospects will be in no way prejudiced by them discharging their Trade Union Representative duties.

Facility Time Reporting:

Tayside Contracts is required by the Trade Union Act 2016 and the Trade Union (Facility Time Publication Requirements) Regulations 2017 to publish information annually relating to facility time taken by Trade Union Representatives. Trade Union Representatives must therefore ensure that their timesheets accurately detail the facility time taken by them and the activity this related to e.g. attendance at Joint Consultative Committees (JCCs), briefing members about negotiations, representation at a sickness absence meeting, disciplinary hearing, training, National Committees etc.

NEGOTIATION AND CONSULTATION FRAMEWORK

Tayside Contracts considers effective negotiation and consultation frameworks as an essential means of ensuring the involvement of employee representatives in information sharing and decision making.

Formal consultation and negotiation takes place through the Joint Consultative and Negotiation Forum, (JCNF), the Construction Joint Consultative Committee and the Facilities Joint Consultative Committee. Details of the operating arrangements for each of these groups can be found at appendix 1.

Groups are/will be set up to deal with specific items that may require a different constitution from the JCNF or JCCs, e.g. the Winter Maintenance Group.

PROCEDURE FOR DEALING WITH UNRESOLVED LOCAL ISSUES AND DISPUTES

In the event of any dispute being declared, or should there be failure to agree on a local collective issue, Tayside Contracts and the recognised unions will aim to resolve the matter, without delay, through discussion in the JCNF.

Tayside Contracts agrees not to implement any change which is the subject of dispute until the matter has been considered by the JCNF. The recognised unions, likewise, agree not to implement any form of industrial action unless and until the JCNF has failed to achieve a resolution of the matter in dispute.

DISCLOSURE OF INFORMATION AND CONFIDENTIALITY

The signatory parties to this Agreement acknowledge the importance of establishing and maintaining confidence in the negotiating arrangements established under this Agreement and recognise the need to negotiate in good faith.

In the spirit of this Agreement Trade Union Representatives will be expected to maintain the confidentiality of information they are given access to, where the disclosure would seriously harm the functioning of, or be prejudicial to, Tayside Contracts. This does not remove the right to raise genuine concerns as outlined in Tayside Contracts' agreed Whistleblowing (Confidential Disclosure of Information) Policy.

TERMS AND CONDITIONS OF RECOGNITION AGREEMENT

1. Implementation of the Agreement

This Agreement replaces all previous Trades Union Recognition Agreements and is effective immediately upon signature.

2. Modification of the Agreement

Modification of the Agreement will be by mutual agreement of both parties following which an amendment will be published and signed.

3. Termination of the Agreement

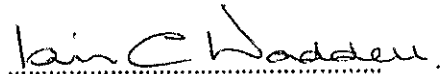
This Agreement will only be terminated by mutual agreement and with a minimum of three months' notice.

REVIEW

This Agreement will be reviewed one year after implementation and every year thereafter.

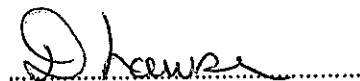
Signatories

I confirm my agreement to and support for the terms of this Recognition and Procedural Agreement.



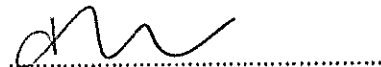
Iain C Waddell, Managing Director

Date 3 July 2019



Davie Lawson, Unite

Date 15/9/19



Helen Meldrum, GMB

Date 3/10/19



Mo Dickson, UNISON

Date 9/8/19

