

**HR Procedure**

**Trade Union Recognition and Facilities Agreement**

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1. Policy Statement

Cumbria County Council recognises that it is to the mutual benefit of the Council and its employees are represented by Trade Unions.

The Council is committed to the principle of collective bargaining at both national and local level. The Council recognises the important role of Trade Unions in promoting and developing good employee relations and health and safety practices.

The purpose of this Agreement is to provide a robust partnership framework between the Council and the Trade Unions which fosters and supports the effective involvement of employees, and their Representatives, at the earliest possible stage in influencing decisions and in joint information sharing, learning and problem solving. In so doing, this supports the provision of high quality services to the community as well as improving the quality of working life for employees.

A list of Trade Unions recognised by the Council for collective bargaining purposes, showing the extent of recognition by reference by the relevant employees groups covered is attached as Appendix 1.

1. Scope

The partnership agreement covers all county council employees (including uniformed firefighters) employed directly by Cumbria County Council. It also includes all school based employees where the county council is the employer and Cumbria Academies who have entered into a facilities agreement with the county council.

1. General Principles

The Council and the recognised Trade Unions have a common objective in ensuring the long term efficiency and success of the Council, its employees and the community it serves.

Both sides recognise that their pursuit of this common objective under this Agreement shall be by:

* Discussion: informal discussions between managers, employees and/or Trade Union Representatives on daily operational matters and/or in the early stages of proposals for change.
* Exchange of information: released by managers to the designated Representative of the recognised Trade Unions of information which will assist in the engagement, consultation and collective bargaining process and vice versa.
* Consultation: the exchange of views based on the general principle that meaningful consultation involves the opportunity to influence decisions and their application.

The following list of matters identified for consultation purposes is not intended to be exhaustive:

* Strategic and operational decisions, including the allocation of resources, which have workforce implications
* Reorganisation and restructure directly impacting on employees, including relocation and redeployment
* Human Resource Policies and Procedures (but not associated guidance notes for managers which will be shared with trade unions for comment and their views taken into account)
* Implementation of new and changed policies and procedures
* New equipment which results in the implementation of substantial new working practices
* Health and Safety
* Learning and development strategy
* Changes to contractual working patterns
* Negotiation: the process of collective bargaining that leads to reaching a collective agreement between the Council and the recognised Trade Unions on substantial changes to working practices or on terms and conditions of employment.

The following list of matters identified for negotiation purposes is not intended to be exhaustive:

* Terms and conditions of employment specifically identified in national agreements for local government employees that may be subject to local determination through negotiation
* Statutorily and/or contractually identified policies and procedures within Schools and the Fire Service
* Collective and procedural agreements governing the relationship with the Council’s recognised trade unions
* Other terms and conditions of employment that form part of employees’ contracts of employment within a bargaining group covered by a recognised trade union(s)
* Any other item which both parties agree to be subject to a collective agreement

The Unions recognise and accept management’s responsibility to plan, organise and manage the delivery of services in accordance with the objectives set by the Council.

The Council recognises and accepts the Unions responsibility to represent the interests of their members and to work towards improved conditions of employment and work.

1. Negotiation & Consultation Framework in Cumbria County Council

Appendix 2 outlines the structural arrangements for Cumbria County Council negotiation and consultation framework. The framework comprises the County Council Joint Consultation Group, the Corporate Joint Negotiation & Consultation Group, the Directorate Joint Negotiation &Consultation Groups, the Schools Joint Negotiation & Consultation Group and the Policy Group. The terms of reference for each of these Joint Groups are attached as separate appendices. (Appendix 3-7).

1. Representatives

Trade union representatives will be appointed in accordance with the rules of the individual trade unions concerned. The trade unions will inform the Council in writing of the names of their appointed representatives.

The numbers of trade union representatives appointed shall be reasonable in relation to the number of members represented and will take account of the following considerations:

* Membership numbers;
* The size of the workplace and the variety of workplace locations;
* The variety of different occupations;
* The operation of shift systems; and
* The national rules of the respective Trade Union

In the Children’s Services Directorate consideration will be made to ensure there is appropriate representation in every school where the county council is the employer and in Cumbria Academies who have entered into a facilities agreement with the county council.

1. Appointment of Representatives

Each Trade Union will confirm to the Council through the Corporate Director Resources details of their elected Representatives, including appointments, resignations and where appropriate replacements. The Trade Union will forward:

* The name of the Representative;
* Role, i.e. Trade Union Rep, Safety Rep or Union Learning Rep;
* Work area/employment group represented;
* Expected length of appointment;
* Name of Representative replaced;
* Service and section in which the Representative will be based

Trade union members shall be entitled to be represented by employed officials of the trade union, where the trade union considers this to be necessary in the circumstances.

The Council will not take disciplinary action against a trade union representative until an am employed official of that trade union has been informed.

1. Definition of Roles and Responsibilities

For the purposes of consistency and ease of understanding the following definitions of roles and responsibilities will be adopted by the Council and the trade unions.

Senior Trade Union Representative with funded facility time

The role of Senior Trade Union Representative, with funded facility time agreed by the Council, includes the following activities:

* Participate in negotiation/consultation processes at a corporate and strategic level, particularly in relation to matters affecting pay and terms and conditions of employment;
* Support/take lead TU responsibility for complex employee relations issues and case work, including positive attendance, grievance, disciplinary cases and appeals;
* Represent TU members on joint Council/TU working groups;
* Liaise with the Regional Trade Union Officer on matters relating to negotiation/consultation/member representation etc.;
* Participate in consultation/negotiation relating to changes to the Council’s framework for consultation and negotiation;
* Participate in discussions regarding the provision of facilities for Trade Union duties and activities e.g. accommodation, equipment, communication systems;
* Develop and maintain appropriate channels of communication with Trade Union Reps, Health & Safety Reps, Workplace Representatives, ULRs and TU members;
* Develop and maintain appropriate channels of communication with Strategic Service management teams, HR and elected members.

Trade Union Representative

The role of the Trade Union representative includes the following activities:

* Act as an initial point of contact for the Trade Union in a specific workplace;
* Participate in consultation/negotiation processes at service level;
* Represent TU members in grievance, disciplinary and appeal hearings; and attendance management meetings;
* Support and advise members on workplace issues
* Distribute information and Trade Union communications to members/employees;
* Deputise for the Senior Trade Union rep
* In conjunction with the Senior Trade Union Representatives, develop and maintain appropriate channels of communication with TU members;
* In conjunction with the Senior Trade Union Representatives, develop and maintain appropriate channels of communication with Service managers and HR.

Union Learning Representative

The role of Union Learning Representative may vary, but will generally include the following:

* Analysing learning or training needs;
* Providing information and advice about learning or training matters;
* Providing information to members about learning opportunities within and outside the workplace;
* Arranging and supporting learning and training; and
* Promoting the value of learning and training.

Union Learning Representatives will be provided with paid time-off to attend meeting concerned with agreeing and promoting learning agreements with either internal and/or external partners

Health and Safety Representative

The role of Health and Safety Representatives includes the following:

* Represent all employees at relevant Consultative Committees and Forums in discussions with the Council on health, safety or welfare issues;
* make representations to management on potential hazards and dangerous occurrences at the workplace which affect (or could affect) the employees;
* make representations to management on general matters affecting health and safety at work and in particular on such matters as they are consulted about;
* represent employees in any consultation that takes place with the HSE.
* investigate potential hazards and dangerous occurrences and to examine the causes of accidents at the workplace;
* investigate complaints by any employee relating to their health, safety or welfare at work;
* carry out inspections of the workplace or a part of it provided they have given the manager reasonable notice in writing of their intention to do so and have not inspected it in the previous three months. More frequent inspections may be carried out by agreement with management;
* receive information from health and safety inspectors

Equality Representatives

The role of the Equality Representative includes the following:

* help raise awareness of issues related to equality and diversity
* raise the profile of equal treatment of workers on the grounds of gender, age, religion, sexual orientation, disability etc.
* engage with the Council on a range of equality issues
1. Trade Union Facilities

The Council will provide the following facilities to trade union representatives:

* Accommodation for meetings
* Access to a telephone and other communication media used in the workplace, such as email, intranet and internet
* Use of notice boards
* Use of dedicated office space where the volume of union representatives work justifies it
* Confidential space where an employee involved in a grievance or disciplinary matter can meet their representative or to discuss other confidential matters
* Access to members who work at a different location
* Access to eLearning tools where computer facilities are

 The above facilities will not be made available for Trade Union representatives, or their members, to organise or take part in formal or informal industrial action.

9. Trade Union Duties

Representatives engaged on trade union duties on behalf of their members who work for Cumbria County Council will be permitted to take reasonable paid time off during working hours, subject to prior approval. Trade Union representatives will inform their Supervisor/Line Manager of all time off for trade union duties as soon as possible.

In certain circumstances the granting of time off may be refused because of the requirements of the service. The grounds for refusal should be made clear to the representative and the parties should endeavour to agree an alternative date/time as soon as reasonably possible.

Trade union duties include:

* negotiations with the council connected with the subjects of collective bargaining, such as terms and conditions, redundancy and dismissal arrangements.
* preparations for negotiations, including attending relevant meetings.
* informing members of progress and outcomes of negotiations.
* matters of discipline (e.g. accompanying employees to internal hearings).
* attending TUC approved training relevant to carrying out their trade union duties.

Employees who are union learning representatives and trade union health and safety representatives are also entitled to paid time off to carry out their duties and training.

Paid or unpaid leave of absence to attend Regional and National Conferences are to be agreed, at least 4 weeks in advance, with the Senior HR Manager, Corporate Development.

 10. Training of Representatives

The Council and the trade unions are committed to ensuring that trade union representatives receive appropriate training to allow them to discharge their trade union duties. The trade unions will provide appropriate training to their representatives. The Council will permit trade union representatives reasonable time off with pay to attend relevant training courses run by their trade unions or by other appropriate bodies.

Payment of course fees, travelling and subsistence allowances will be the responsibility of the relevant Trade Union.

 11. Contractual Arrangements

The Council and the trade unions are committed to ensuring that Senior Trade Union representatives receive appropriate support and training to allow them to maintain the required skill and knowledge base to enable them to return to their substantive post following either de selection or a decision not to stand for re-election.

With regard to the Senior Trade Unions representatives, if an employee is de-selected or decides not to stand for re-election they will return to their substantive post or to a suitable alternative post where available in the event their substantive post has been made redundant during the period of their election. In such circumstances the Redundancy and Early Release Policy and Management of Change guidance will be followed. The overarching aim will be to retain the employee. The Senior Trade Union representative(s) will contribute to any consultation concerning changes which may impact on their substantive employment.

 12. Expenses

Meetings between management and officially recognised trade union representatives are accepted as being authorised trade union duties. Provided such meetings are called - either by management or by the trade union - for a reasonable purpose to discuss legitimate employee relations business and the number of trade union representatives attending is appropriate for the purpose, then the travelling expenses should be reimbursed by the Council.

13. Industrial Action

The Council and the trade unions declare their commitment to maintaining good industrial relations and agree to make every effort to resolve any difficulties which may arise and to ensure that this agreement is effective.

The Council and Trade Unions are committed to following the jointly agreed Collective Dispute Procedure attached as Appendix 8.

14. Disclosure of Information and Confidentiality

The Council undertakes to supply nominated trade union representatives with the necessary information for it to carry out effective consultation and negotiation. In the spirit if this agreement, Trade Union Representatives will respect and maintain the confidentiality of information they are given access to where, the disclosure would seriously harm the functioning of, or would be prejudicial to, the Council, while at the same time maintaining the right to raise.

15. Review

This agreement will be reviewed at regular intervals in the light of operating experience, changes in legislation, or developments in council aspirations. Such reviews can be called for by either the trade unions or the council.

**Appendix 1: Summary of Recognised Trade Unions**

**Trade Union Extent of Recognition**

UNISON Recognised for collective bargaining purposes for employees covered by Local Government Conditions of Service

GMB Recognised for collective bargaining purposes for employees covered by Local Government Conditions of Service

UNITE Recognised for collective bargaining purposes for employees covered by Local Government Conditions of Service

VOICE Recognised for collective bargaining purposes for teachers, lecturers and other education workers

NASUWT Recognised for collective bargaining purposes for School Leaders, qualified & trainee Teachers

NUT Recognised for collective bargaining purposes for School Leaders, qualified & trainee Teachers

ATL Recognised for collective bargaining purposes for nursery, primary, secondary and further education teachers and lecturers and School Leaders

NAHT Recognised for collective bargaining purposes for Senior Leadership roles in education

ASCL Recognised for collective bargaining purposes for Headteachers, principals, deputy Headteachers, senior post holders in secondary schools and colleges

FBU Recognised for collective bargaining purposes for all Grey Book employees.

FRSA Recognised for collective bargaining purposes for all Grey Book employees.

FOA Recognised for collective bargaining purposes for all Grey Book employees.

The collective bargaining rights outlined above are in addition to the rights of all Trade Unions to represent their members on an individual basis.

**Appendix 2: Cumbria County Council Negotiation & Consultation Framework**

|  |  |  |
| --- | --- | --- |
|  | County Council JCG |  |
|  |  |  |  |  |  |
|  | Corporate JNCG |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
| PolicyGroupCorporate &Schools |  |  | DirectorateJNCG’s |  |  | SchoolsJNCG |

**Appendix 3: County Council Joint Consultative Group (JCG) Terms of Reference**

1. **Purpose**
	1. The purpose of the County Council JCG is to secure the widest possible joint consultation regarding workforce issues for employees, including:
	* Matters likely to impact on all employees arising from the Council Plan, Workforce Plan, budget and other corporate strategies.
	* Matters promoting the collective interests and wellbeing of all the Council’s employees during their employment.
	* Matters relating to all staff in terms of overall organisation and performance.
	* Communicating on council wide issues relating to workforce matters.

**2. Composition & Membership**

* 1. The Chair of the County Council JCG shall be The Council Leader.
	2. The Council Leader will be accompanied by the Deputy Leader of the Council, and the Portfolio Holder responsible for HR issues.
	3. Officers present will include The Chief Executive, Director-Resources and the Senior HR Manager, or when unavailable, by their appointed deputies.
	4. The Trade Union side will consist of one Senior Trade Union Representative from each recognised Trade Unions.
	5. Either party may invite others to attend for specific items (for example subject experts), provided prior notice is given.
	6. The status of union paid Officials is as an invitee for the purposes specified in 2.5 above and will operate in addition to the normal numbers of Convenors.
	7. If any member of the County Council JCG is unable to attend a particular meeting a substitute may attend.

**3. Administrative Arrangements**

3.1 The County Council will provide administrative support. A copy of the minutes of the County Council JCG proceedings will be prepared and circulated to each respective party within 14 days of the meeting. Approval of minutes will be in agreement at the next scheduled meeting.

1. **Meeting Arrangements**
	1. Ordinary meetings of the County Council JCG will take place twice yearly on dates to be agreed in advance. With the agreement of the Chair extraordinary meetings may take place at the request of the County Council or the Trade Unions at any time to consider matters that cannot be deferred to the next ordinary meeting, by reason of urgency.
	2. Both parties are encouraged to put forward items for discussion which must be relevant to the purpose established for County Council JCG.
	3. The agenda will be issued outlining the matters to be discussed at the meeting. The agenda should identify any significant “matters arising” from the minutes. Any other business may be considered only if admitted by the Chair and brought forward at the beginning of the meeting.

**Appendix 4: Corporate Joint Negotiations & Consultative Group Terms of Reference**

1. **Purpose**

1.1 The purposeof the Corporate JNCG is to secure the widest possible joint negotiation and consultation regarding workforce issues for employees, including:

* + Matters likely to impact on all employees arising from the Council Plan and other corporate strategies;
	+ Matters promoting the collective interests of all the Council’s employees, including education, training, recruitment/retention, promotion and wellbeing;
	+ Matters relating to all staff in terms of overall organisation and performance.
	+ Undertaking statutory consultation on collective redundancy programmes
	+ Communicating on council wide issues relating to workforce matters

# Composition & Membership

* + The Chair of the Corporate JNCG shall rotate on a yearly basis between Chief Executive and a nominated trade union representative.
	+ The Chief Executive will be supported by the Corporate Director – Resources and the Senior HR manager, or when unavailable, by their appointed deputies.
	+ The Trade Union side will consist of one Senior Trade Union Representative from each recognised Trade Unions.
	+ Either party may invite others to attend for specific items (for example subject experts), provided prior notice is given.
	+ The status of paid Officials is as an invitee and will be in addition to the normal number of Convenors.
	+ If any member of the Corporate JNCG is unable to attend a particular meeting a substitute may attend.

# Administrative Arrangements

The County Council will provide administrative support. A copy of the minutes of the Corporate JNCG proceedings will be prepared and circulated to each respective party within 14 days of the meeting. Approval of minutes will be by agreement at the next scheduled meeting.

# Meeting Arrangements

* 1. Ordinary meetings of the Corporate JNCG will take place quarterly on dates to be agreed in advance. With the agreement of the Chair extraordinary meetings may take place at the request of the County Council or the Trade Unions at any time to consider matters that cannot be deferred to the next ordinary meeting, by reason of urgency.
	2. Both parties are encouraged to put forward items for discussion. These should be classified as either for information, for consultation or for negotiation and be relevant to the purpose established for Corporate JNCG.
	3. The agenda will be issued outlining the matters to be discussed at the meeting. The agenda should identify any significant “matters arising” from the minutes. Any other business may be considered only if admitted by the Chair and brought forward at the beginning of the meeting.

**5. Task and Finish Sub-groups**

Corporate JNCG may establish sub-groups to take forward specific items of business across the range of its functions and specifically to undertake detailed consultation or negotiation on a matter before it. Task and Finish Sub-groups may be made up of members of Corporate JNCG or others nominated by either party who are employees of the Council. Task and Finish sub – groups, by definition, will need to be of sufficient size to be representative and manage the workload whilst being small enough to work effectively. The trade unions will agree representation based on the nature of the task assigned and the fact that task and finish sub groups are required to report to the JNCG.

Members of the Sub- Group will be required to have a full understanding and appropriate connection with the matter under discussion. Sub-groups will have a time limited existence and be required to report progress as determined by the Corporate JNCG. Sub- groups will be chaired by an appropriate senior manager.

**Appendix 5: Directorate Joint Negotiations & Consultative Group(s) Terms of Reference**

1. **Purpose**

The purpose of a Directorate Joint Negotiation and Consultation Group (DJNCG) is;

* To promote a climate of partnership working within the directorate consistent with the aims and objectives of the corporate framework and Recognition Agreement
* To communicate and consider issues of relevance to the future provision of the services within the Directorate (for example budget implications, national policy, new regulations, performance plans and indicators etc.), particularly as these affect the workforce
* To undertake consultation on workforce matters specified above in relation to the Directorate
* To undertake negotiation on local terms and conditions specific to employees in the Directorate consistent with the provisions above (except where matters are specifically reserved for or being dealt with via corporate negotiation)

2 **Composition and Membership**

The chair of the meeting will be the Corporate Director. In the absence of the Corporate Director an Assistant Director will take the chair.

* The Corporate Director will be present accompanied by Directorate Assistant Directors and relevant Senior Managers if required. A member of the HR team will be an active member of the Group
* The Trade Union side will consist of Senior Trade Union Representative(s) from each recognised Trade Unions
* Either party may invite others to attend for specific items (for example subject experts), provided prior notice is given.
* The trade unions may invite accredited stewards from any recognised trade union to attend a meeting in an observer capacity for the purpose of those individuals’ learning and development.
* If any member of the Directorate JNCG is unable to attend a particular meeting a substitute may attend.

3 **Administrative arrangements**

The County Council will provide administrative support. A copy of the minutes of the Directorate JNCG proceedings will be prepared and circulated to each respective party within 14 days of the meeting. Approval of minutes will be by agreement at the next scheduled meeting.

1. **Meeting arrangements**

4.1 Ordinary meetings of the Directorate JNCG will take place quarterly on dates to be agreed in advance. With the agreement of the Chair extraordinary meetings may take place at the request of the County Council or the Trade Unions at any time to consider matters that cannot be deferred to the next ordinary meeting, by reason of urgency.

* 1. Both parties are encouraged to put forward items for discussion. These should be classified as either for information, for consultation or for negotiation and be relevant to the purpose established for Directorate JNCG.
	2. The agenda will be issued outlining the matters to be discussed at the meeting. The agenda should identify any significant “matters arising” from the minutes. Any other business may be considered only if admitted by the Chair and brought forward at the beginning of the meeting.
1. **Task and Finish Groups**

Directorate JNCG may establish sub-groups to take forward specific items of business across the range of its services and specifically to undertake detailed consultation or negotiation on a matter before it. Task and Finish Sub-groups may be made up of members of the Directorate JNCG or others nominated by either party who are employees of the Council. Task and Finish sub – groups, by definition, will need to be of sufficient size to be representative and manage the workload whilst being small enough to work effectively. The trade unions will agree representation based on the nature of the task assigned and the fact that task and finish sub groups are required to report to the Directorate JNCG.

Members of the Sub – groups will be required to have a full understanding and appropriate connection with the matter under discussion. Sub-groups will have a time limited existence and be required to report progress as determined by the Directorate JNCG. Sub- groups will be chaired by an appropriate senior manager.

**Appendix 6: Schools Joint Negotiations & Consultative Group Terms of Reference**

1 **Purpose**

The purpose of the Schools Joint Negotiation and Consultation Group (SJNCG) is;

* To promote a climate of partnership working within the Schools consistent with the aims and objectives of the corporate framework and Recognition Agreement
* To communicate and consider issues of relevance to the future provision of the services within the Schools (for example budget implications, national policy, new regulations, performance plans and indicators etc.), particularly as these affect the workforce
* To undertake consultation on workforce matters specified in relation to the Schools.
* To undertake negotiation on local terms and conditions specific to employees in the Schools consistent with the provisions above (except where matters are specifically reserved for or being dealt with via corporate negotiation)

2 **Composition and Membership**

The chair of the meeting will be the Assistant Director Schools and Learning. In the absence of the Assistant Director an appropriate substitute will take the chair.

* The Assistant Director will be present accompanied by relevant Senior Managers. A member of the HR team will be an active member of the Group
* The Trade Union side will consist of Senior Trade Union Representative(s) from each recognised Trade Unions
* Either party may invite others to attend for specific items (for example subject experts), provided prior notice is given.
* The trade unions may invite accredited stewards from any recognised trade union to attend a meeting in an observer capacity for the purpose of those individuals’ learning and development.
* If any member of the Schools JNCG is unable to attend a particular meeting a substitute may attend.

3 **Administrative arrangements**

The County Council will provide administrative support. A copy of the minutes of the Schools JNCG proceedings will be prepared and circulated to each respective party within 14 days of the meeting. Approval of minutes will be by agreement at the next scheduled meeting.

4 **Meeting arrangements**

4.1 Ordinary meetings of the Schools JNCG will take place quarterly on dates to be agreed in advance. With the agreement of the Chair extraordinary meetings may take place at the request of the County Council or the Trade Unions at any time to consider matters that cannot be deferred to the next ordinary meeting, by reason of urgency.

4.2 Both parties are encouraged to put forward items for discussion. These should be classified as either for information, for consultation or for negotiation and be relevant to the purpose established for the Schools JNCG.

4.3 The agenda will be issued outlining the matters to be discussed at the meeting. The agenda should identify any significant “matters arising” from the minutes. Any other business may be considered only if admitted by the Chair and brought forward at the beginning of the meeting.

5 **Task and Finish Groups**

The Schools JNCG may establish sub-groups to take forward specific items of business across the range of its services and specifically to undertake detailed consultation or negotiation on a matter before it. Task and Finish Sub-groups may be made up of members of the Schools JNCG or others nominated by either party who are employees of the Council. Task and Finish sub – groups, by definition, will need to be of sufficient size to be representative and manage the workload whilst being small enough to work effectively. The trade unions will agree representation based on the nature of the task assigned and the fact that task and finish sub groups are required to report to the Schools JNCG.

Members of the Sub – groups will be required to have a full understanding and appropriate connection with the matter under discussion. Sub-groups will have a time limited existence and be required to report progress as determined by the Schools JNCG. Sub- groups will be chaired by an appropriate senior manager.

**Appendix 7: Policy Group**

**Purpose**

The purpose of the HR Policy Group is to develop policies using the knowledge and experience of those who understand how the policy will work in practice. By bringing together leaders, HR, TU, and other experts, such as those who have a broader strategic outlook, the final document will be written with a shared understanding of the context.

The HR policy group objectives are for recognised Trade Unions and the Council/Employer to work in partnership to:

* Develop the best draft contractual HR policy framework
* Monitor, review and evaluate the impact of contractual HR policy
* Make timely recommendation in respect of new/refreshed contractual HR policy Follow ACAS guidance and statutory regulations where applicable.

The final draft of the policy will be ratified at Corporate JCG.

**Composition, Membership & Responsibilities-**

HR Policy Framework Guardian (AD Workforce & OD)

HR Policy Guardian (AD tba per policy)

HR Policy Group Chair and Co-ordinator(s)

HR Policy Developers (tba per policy)

TU Policy co-developers (tba per policy \*optional)

Representatives from other areas of the council may also be invited to attend the HR Policy Group when appropriate.

It is the responsibility of People Management to communicate agreed outcomes within reasonable timescales.

The Trade Union input will come from Senior Trade Union representatives from each of the recognised trade unions. Substitutions will be allowed although it is the responsibility of each Trade Union to ensure consistency of attendance and representation.

**Process**

The development and/or review will be considered as follows:

The Policy Guardian and HR Policy Group chairs will work together to draft a Policy Development Document for the policy under consideration. This will focus on:

* an Equality Impact assessment
* the main aims of the policy
* what it is aiming to address
* why it is important
* the environment it will be used in
* requirements for separate guidance for different staff groups or service areas
* any constraints or opportunities for innovation
* the appropriate directorate JCG which the policy will be submitted to.

The Policy Guardian and Policy Developer will then attend HR Policy Group to consult with the Trade Unions and agree the Policy Development Document, prior to commencing consultation on the draft policy document.

**Policies in scope**

The contractual policies within the scope of consultation of the HR Policy Group include, but are not restricted to:

**Discipline**

**Grievance**

**Bullying & Harassment**

**Capability**

**Pay Provision & Allowances** (Green Book, including Additional Allowances, Local Car User, Pay Progression, Pay Protection, Regrading, Workplace Relocation)

**Career Development:** Probation, Career Grade scheme, Learning agreements

**Leave arrangements**: annual leave and public holidays, flexitime, maternity, time off work (stuck not sick), adoption etc.

**Attendance & Wellbeing;** sickness absence, disability leave

**Recruitment and induction**

**Managing Change;** redundancy

Valuing Individual Performance. (VIP) **Appraisal**

**Administrative Arrangements**

Meetings will be arranged to allow dedicated time for consultation with the Trade Unions representing the different staff groups for discussion on general principles and areas of mutual interest.

People Management will produce a matrix of all policies to be consulted on together with a timetable for future reviews. A defined timetable will be drawn up and all parties are expected to adhere to this timeline.

A general housekeeping of all policies will take place on an annual basis.

Draft copies will be provided at least 10 working days in advance of the meetings so that early consideration can be given prior to the meetings.

**Meeting Arrangements**

We will aim to meet every 6 weeks. Additional meetings will be arranged as required

**Appendix 8: Collective Dispute Procedure**

**Collective Dispute Procedure**

**Introduction**

Cumbria County Council seeks to ensure that its policies and procedures provide fair treatment to all employees. However, in any organisation as large and complex as the County Council collective disputes may nevertheless arise. This procedure has therefore been developed following negotiation with the recognised trade unions to provide a means for those trade unions and the County Council to seek to resolve collective disputes that might arise.

Cumbria County Council is committed to the resolution of collective disputes fairly, at the earliest opportunity and as near to the point of origin as possible.

A commitment to this procedure will mean that all parties are willing to examine and discuss the subject of the dispute and negotiate possible means of jointly resolving the dispute, at the lowest level of the procedure, in the best interests of all concerned.

This procedure aims:

* To define what a collective dispute is
* To give all parties a clear process to promptly resolve collective disputes and achieve a mutually acceptable solution
* To ensure all parties are aware of their responsibilities to solve issues as soon as possible
* To ensure that all parties have the opportunity to state their case
* To clarify roles and responsibilities of all parties

There will be no form of unlawful industrial action, in accordance with current legislation, whilst this procedure is in progress.

**Definition of Collective Dispute**

For the purposes of this document a "collective dispute" is defined as a dispute notified by a recognised trade union, in accordance with this collective disputes procedure.

In all collective disputes it is important that, at the outset, the recognised Trade Unions clearly state the remedy being sought in order for the matter to be dealt with.

**Scope**

This procedure applies to all recognised trade unions of Cumbria County Council, including school based unions. It excludes Firefighters who have separate provisions set out in the NJC for Local Authority Fire and Rescue Services. It does not cover; individual grievances, grading of posts, non-confirmation of employment during probationary periods, equal pay grievances, and bullying or harassment. Complaints about bullying or harassment should be dealt with under the Authority's Harassment Procedure. Employees raising a concern under the Public Interest Disclosure Act should refer to the Whistleblowing Policy.

**Representation**

Employees are entitled to representation at all stages of the procedure by a recognised Trade Union representative.

Recognised trade union representatives who are pursuing a collective dispute will be allowed reasonable time off to seek the advice from their full time trade union officer. If time off work is required then prior agreement with their manager must be obtained which, subject to operational needs of the service, will not be unreasonably withheld.

**Exclusions**

This procedure should not be applied where another employment procedure or appeal mechanism is already in place. Furthermore this procedure cannot be used to expedite:

• Matters covered by national level negotiations, e.g. national pay or other terms or conditions of service where the employer has no discretion;

• Changes required by legislation.

**Status Quo**

It is important that the “Status quo” (i.e. working and management arrangements which applied before the collective dispute) should operate until a resolution of the dispute has been reached or all stages of the collective disputes procedure have been completed.

There may be some exceptional circumstances where retaining the “status quo” could cause significant service delivery problems or have a significant adverse impact on the authority. In such instances the decision not to apply “status quo” must be evidence based and fully explained to the recognised trade union.

It is anticipated that these will be isolated or exceptional cases and in such circumstances the Senior HR Manager, Corporate Development, in agreement with both parties will agree that the formal procedure can be directly entered at Stage 2.

**Procedure**

The County Council will only acknowledge a dispute if it is lodged by a recognised trade union.

The first formal stage within the procedure will be considered by a member of management who is as near to the issue in dispute as possible.

Every effort will be made to achieve a prompt resolution through the collective disputes procedures, however time periods to convene meetings and notify decisions, as specified at each stage may be varied by mutual agreement, with all parties, if justifiable reasons are declared for example; annual school closure.

In the interests of making all reasonable attempts to resolve a dispute any stage may consist of more than one meeting.

**Application of the procedure by Schools**

Where adopted by a school, for “line manager” read “Head teacher”.

For Stage 2 the Director of Children’s Services shall convene a Collective Dispute Appeal Panel consisting of two appropriate Children’s Services officers of the authority and a representative from the school’s Board of Governors.

**INFORMAL RESOLUTION**

Managers and Trade Union Representatives are encouraged to deal with collective disputes informally and in the vast majority of cases will be resolved at a local level (usually at team or service area level).

Where resolution cannot be reached informally and it is clear that all existing procedures have been exhausted, the procedure will move to Formal Resolution, stage 1.

**FORMAL RESOLUTION – Stage 1**

Where it has not been possible to resolve issues informally the trade union representative will raise the collective dispute with the relevant line manager responsible for the matter concerned, by completing the Formal Collective Dispute Procedure Form (Appendix 8.1) stating the subject nature and scope of the matter and the remedy proposed. A copy should be forwarded to the Senior HR Manager, Corporate Development for information. The manager must acknowledge receipt of the formal collective dispute within **7 calendar days**.

On examining the written submission the relevant line manager will consider if the issue affects other sections within that Directorate and seek advice from the Senior HR Manager, Corporate Development, or nominated representative.

If the matter affects one section only, the relevant line manager shall convene a meeting with the trade union. This should take place **within 21 calendar days** of receipt of the formal dispute, with the objective of trying to achieve a resolution. The trade union representative/s will receive a written reply confirming the outcome and the reasons for the decision **within** a further **14 calendar days** of the meeting taking place. A copy should be sent to the Senior HR Manager, Corporate Development for information.

If the matter affects more than one section of the same directorate the line manager will discuss the issue with relevant section managers before convening a meeting as outlined above. Where appropriate, relevant section managers may also attend the meeting with the trade union representative/s. Response times will be in accordance with above.

If, after discussion with the Senior HR Manager, Corporate Development it is concluded that the issue affects other Directorates, the Senior HR Manager, Corporate Development will arrange a meeting of relevant officers of directorates concerned and trade union representatives with the objective of trying to achieve a resolution. Response times will be in accordance with above.

**FORMAL RESOLUTION – Stage 2**

Where it has not been possible to resolve the matter at Stage 1 the trade union representative may progress to the next stage of the collective dispute procedure. This should be done, in writing, using the Collective Dispute Procedure Form (Appendix 8.1), together with copies of any correspondence, to the Senior HR Manager, Corporate Development **within 21 calendar days** of receipt of the decision at Stage 1. The Senior HR Manager, Corporate Development will acknowledge receipt **within** **7 calendar days**.

The Senior HR Manager, Corporate Development will convene a Collective Dispute Appeal Panel to consider the matter with the aim to seek a mutually acceptable resolution. The Panel will comprise of two Assistant Directors (or their nominees) and a member of the Corporate Management Team. The Collective Dispute Hearing should be held at a reasonable time and place. This should take place as soon as is reasonably practicable and the trade union representative(s) should take all reasonable steps to attend.

Full account will be taken of information put forward by both sides in support of their respective views and proposals on the issue(s) in question and, if appropriate, written statements may be requested and exchanged prior to the meeting.

The decision of the Collective Dispute Appeal Panel will be the final internal process within the procedure and details of any agreement reached, or a summary of the position of the respective parties, as given by either side, together with the decision and recommendations made by the Panel will be formally recorded and issued to both parties within **7 calendar days** of the meeting.

**External Stage**

If there is failure to agree at Stage 2 either party may propose that the matter be referred to ACAS.

**Agreed Settlement**

Management and trade union representatives will endeavour to ensure that the terms of any settlement agreed at any of the above stages are observed and implemented.

**Confidentiality**

It is acknowledged and agreed that all parties may wish to discuss, in confidence, any progression in relation to the collective dispute procedure with relevant internal stakeholders. At the end of the procedure all parties will agree a joint press release to be communicated.

**Monitoring this procedure**

The application of this procedure will be monitored jointly by Corporate HR and the recognised trade unions.

**APPENDIX 8.1 COLLECTIVE DISPUTE FORMAL PROCEDURE**

**Stage 1**

Complete and send formal Collective Dispute Procedure form to relevant line manager

 (Appendix 8.2)

Line Manager acknowledges receipt within **7 calendar days**

Meeting convened within **21 calendar days** of receipt of formal dispute

*Issue resolved*

*Unable to resolve*

**Stage 2**

Complete and send formal Collective Dispute Procedure form to Senior HR Manager, Corporate Development within **21 calendar days** of receipt of decision at stage 1.

 (Appendix 8.2)

Senior HR Manager, Corporate Development acknowledges receipt within **7 calendar days**

Meeting convened with

**Collective Dispute Appeal Panel**

Consisting of 2 x Assistant Directors (or their nominees) and a member of the Corporate Management Team.

**Procedure ends**

If there is failure to agree at Stage 2 either party may propose that the matter is referred to ACAS.

**APPENDIX 8.2**

**FORMAL COLLECTIVE DISPUTE PROCEDURE FORM**

This form **MUST** be completed at each stage of the procedure. Please indicate which stage is being invoked.

**DISPUTE TO BE CONSIDERED AT STAGE 1 / 2 \*** delete as appropriate

Please complete **all** sections of Part A when registering a formal collective dispute.

Part A Please ensure all employees involved in the dispute provide the following details (continue on a separate sheet as necessary)

Name: Employee Number:

Post Title: Directorate:

Unit: Team:

Contact Tel. no: Line Manager:

Please outline the nature of the collective dispute (using no more than 2/3 sentences.

Please provide full details of the collective dispute including dates wherever possible.

(If necessary continue on a separate sheet of paper). Copies of any relevant documents that relate to the collective dispute should also be attached.

In accordance with the Collective Dispute Procedure you need to indicate the trade union representative acting on your behalf.

Name of Trade Union: Name of TU Representative:

Contact Tel no:

What outcome are you seeking to resolve your collective dispute?

**Part B** To be completed by the receiving manager

Date received:

Received by:

Post title:

*A copy of this completed form must be forwarded to the Senior HR Manager, Corporate Development for information.*

**APPENDIX 8.3**

**FORMAL COLLECTIVE DISPUTES PROCEDURE REFERRAL TO ACAS**

Outside conciliation request (Stage 2 exhausted)

Date referred to ACAS:

Referred by:

Referred to:

(Terms of reference to be attached)

Reason:

Outcome:

Representatives

ACAS Representative:

Senior HR Manager, Corporate Development:

Trade Union Representative:

Date:

*CCC recognises that each union will have their own internal procedures and time limits for referring claims for legal advice and/or legal representation and Early Conciliation. This agreement does not in any way preclude each union from following their own internal procedure and practice. Due to time limitations with potential claims the situation may arise where both union procedures and the CCC disputes procedure run parallel to each other.*

**Appendix 9: National Joint Council for Local Authority Fire and Rescue Services**

## Negotiation Procedure

1. This procedure shall be used for all matters that are the subject of collective negotiation and agreement between the fire and rescue authority and recognised trade unions. The objective of the procedure is to resolve issues jointly. Individual issues should be dealt with through the grievance procedure.

Application

1. Issues shall be dealt with at the appropriate level but issues of a corporate nature should be dealt with at the corporate level in the first instance.

1. Any issue should be able to be pursued to a corporate level for resolution.

1. All parties should have the requisite information needed to deal with any issue.

1. All parties will use their best endeavours to ensure compliance with the timetables set out in the procedure unless otherwise jointly agreed.

1. Notwithstanding these formal procedures each party should give early notification to the other party that an issue has arisen and maintain a continuous informal dialogue and exchange of information on relevant issues.

1. External assistance may be used to facilitate the negotiating process where the parties agree that this would be helpful.

Stage 1

1. Other than for issues that arise initially at corporate level, the fire authority and/or recognised trade unions shall notify the other party of an issue that has arisen which falls within the purview of this procedure.

1. Where requested a meeting shall be arranged within ten working days to deal with the issue(s). As far as practicable any supporting information will be made available to all parties prior to the meeting taking place.
2. If no solution is found within ten working days the parties shall decide whether or not to continue discussion at this stage, refer to the next stage or end the discussion. Any party may refer the matter under negotiation to the next stage.

Stage 2

1. The fire and rescue authority and/or recognised trade unions shall notify the other parties of an issue of a corporate nature which comes within the purview of this procedure or which has been referred from a previous stage in this procedure.

1. Where requested, a negotiating meeting at a level appropriate to the issue shall be arranged within ten working days to deal with the issue(s) raised. As far as practicable all parties will be provided with relevant information prior to the meeting taking place.

1. If no solution is found within ten working days of the meeting the parties shall decide whether or not to continue or conclude the discussion.

1. Where one party considers that external assistance may assist in resolving an issue at corporate level it may request the agreement of the other parties to this approach, and no party will unreasonably withhold agreement to such a request. Such a request shall be made within five working days of completion of discussion at the corporate stage.

15. In such circumstances the parties may jointly agree to refer the issue to:

(1) the NJC Joint Secretaries; and/or

(2) ACAS; and/or

 (3) the NJC Resolution Advisory Panel (which shall comprise an Independent Chair and the Joint Secretaries) to assist the parties further with their negotiations.

1. The above should be completed within twenty working days of the request for external assistance being made.

Arbitration

1. If a difference remains unresolved, subject to agreement of the parties and agreed terms of reference, an issue may be referred to ACAS (in Northern Ireland, the Labour Relations Agency) for settlement by arbitration.

General

1. While an issue is subject to discussion/resolution under this negotiating procedure neither side will seek to take any collective action or introduce change.

1. Any difference over the application of paragraph 18 will be resolved by reference to the Independent Chair of the Resolution Advisory Panel. Submissions and the decision will be by correspondence and will be completed within ten working days of the reference

being made.