



HR Committee		Agenda Item 6
26 July 2023		
Title:	Trade Unions	
Report of:	Paul Lowes	
Lead Member:	Mayor	
Public Report:	Yes	
Key Decision:		
Voting Arrangements:	Majority of those present and voting.	

Recommendations:	
A	That the Committee approves the CPCA voluntarily recognising the following Trade Unions: Unison; GMB; and Unite. A recognition agreement has been drafted between the Trade Unions and the CPCA. Please see Appendix 1.
B	That the Committee approves the CPCA entering into a recognition and procedural agreement with the Trade Unions based on the template provided in Appendix 1 and delegates authority to the Assistant Director of Human Resources, in consultation with the Monitoring Officer to finalise the specific terms of the agreement, sign the agreement and to finalise any other necessary documents on behalf of the CPCA

Strategic Objective(s):	
The proposals within this report fit under the following strategic objective(s):	
	Achieving best value and high performance

1. Purpose

1.1	<p>It is recommended that the HR Committee agrees to the CPCA voluntarily recognising the 3 Trade Unions – Unison, GMB and Unite – and to enter into a recognition and procedure agreement with them based on the template in Appendix 1 (subject to further amendment).</p> <p>It is recognised by the CIPD that a constructive approach for organisations is to develop positive working relationships with recognised trade unions. Most respondents (60%) with recognised unions describe the relationship between management and the trade union(s) in their organisations as positive, with just 6% reporting it as negative, although a third (34%) are ambivalent and say it's 'neither positive nor negative' (2022).</p>
1.2	<p>There are a number of legal implications that are listed in this report. It should be noted that this is a list of implications that need to be considered, not an indication as to how likely any of the implications are. Despite the number of legal implications, it is still recommended that the HR Committee agrees to the CPCA voluntarily recognising these 3 Trade Unions.</p>

2. Proposal

2.1	<p>By recognising the 3 Trade Unions (Unison, GMB and Unite), there is likely to be a positive working relationship between the Combined Authority, the Trade Unions and employees.</p>
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3. Background

3.1	<p>Trade Unions have not been recognised prior to this proposal, although there have been discussions in previous years.</p>
3.2	<p>This proposal has been approved by CMT. It is also supported by the Mayor Nik Johnson.</p>
3.3	<p>72% of public sector employers agree with the statement that 'working in partnership with trade unions can benefit the organisation' in the CIPD 2022 research. Furthermore, almost four in ten (39%) respondents say the purpose of their organisation's arrangements for representative participation are 'to support partnership working or collaboration on specific projects'.</p>
3.4	<p>Recognising Trade Unions will introduce an additional layer of scrutiny and review when introducing changes, whether that is changes to Policy or process. The process of agreeing contractual HR Policies is likely to require Trade Union consultation, and indeed we may engage with Trade Unions when reviewing non contractual Policies or changes. Organisational Change (for example Restructures), depending on the number of staff affected, is also likely to require Trade Union consultation.</p>
3.5	<p>We have had positive conversations with Trade Unions to date.</p>

4. Appendices

4.1	<p>See Appendix 1 for the template recognition and procedural Agreement. This version has been shared with the 3 Trade Unions (with the exception of the text included in red).</p>
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5. Implications

Financial Implications

5.1	<p>None</p>
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Legal Implications	
6.1	<p>Recognising Trade Unions allows for formal Collective Bargaining. Collective Bargaining is the official process by which trade unions negotiate with employers, on behalf of their members. This can include matters such as terms and conditions of employment, conditions of work, allocation of work or duties. Pay Negotiations are undertaken for most local authorities at a national level by the LGA, which is what happens currently. Separately, Trade Union representatives, where a Trade Union is recognised, are regarded as “appropriate representatives” and are therefore entitled to be consulted with in certain scenarios such as collective redundancies or TUPE transfers.</p> <p>If we were not to recognise the Trade Unions in this manner (i.e., voluntarily), then it is anticipated that the Trade Unions may be likely seek statutory recognition. This process is usually invoked after negotiations to secure voluntary recognition have been unsuccessful. It involves a Trade Union making an application for recognition to the Central Arbitration Committee (“CAC”) and a specific procedure is then applied to determine whether statutory recognition is then given. A joint application can be made by two or more Trade Unions; where there are competing applications, only one can be accepted. Where there has been statutory recognition, a similar process would be undertaken to derecognise the Trade Union should trade union membership fall below a specific level.</p>
6.2	<p>The request for voluntary recognition has come from 3 Trade Unions, GMB, Unite and Unison. As all 3 have requested this, and preliminary discussions have taken place with all 3, it would be prudent to recognise all 3, rather than decide to work with only one Trade Union.</p>
6.3	<p>Strikes and industrial action:</p> <p>There would be the potential for Strike or Industrial Action, irrespective of whether a Trade Union is recognised. For there to be lawful industrial action, the Trade Union must comply with strict notification and balloting procedures and the subject matter of the industrial action must fall within the statutory definition of a trade dispute.</p> <p>There is some risk if we recognise Trade Unions, that there may be a potential for Strike Action. The risk of this would be minimised if we have positive working relationships with the relevant Trade Unions, handling negotiations positively and thus avoiding industrial action.</p>
6.4	<p>Representatives:</p> <p>There are nine areas where union (and in some cases non-union) representatives have statutory rights to reasonable paid time off to perform their duties and, in some cases, to be released for training, and be provided with facilities. Trade Union representatives are protected from dismissal or from being subjected to a detriment in carrying out certain trade union duties or in standing for election as representatives (ACAS).</p> <p>These 9 areas where there is a statutory right to reasonable paid time off are:</p> <ul style="list-style-type: none"> • Union representatives in collective bargaining • Union learning representatives • Union environmental representatives • Union equality representatives • Union health and safety representatives • Union representatives dealing with individual grievance and disciplinary matters • Union representatives engaging in ICE and EWC. • Union representatives dealing with time limited consultation and negotiation – such as TUPE, collective redundancy and pensions • Multiple role union representatives.
6.5	<p>We would need to “consider what role the union representative plays in working out what time off and facilities can reasonably be expected and should be granted” (ACAS, Trade Union Representation in the Workplace). There may be different needs for time off, facilities and training depending on what area the representative falls into. Considering our organisation size, it may be that we have a few representatives that play multiple roles. It may also be the case that there is support provided by the Regional Trade Union Teams when needed.</p>
6.6	<p>ACAS guidance doesn’t give a set number of hours regarding the amount of time off which should be permitted for trade union duties – it simply states, “reasonable time off”. There would need to be discussions with Trade Unions to ensure that there is a balance between giving the representatives</p>

	sufficient time off to enable them to fulfil their duties, alongside doing their “day job”. This should be addressed as part of the JNC negotiations and reviewed regularly.
6.7	Trade Union representatives and members are allowed without pay to take part in union activities, for example the union’s annual conference.
6.8	If Trade Unions weren’t recognised, then there would be no requirement to paid time off for union activities, unless there were providing the statutory role of accompanying an employee to a Formal HR meeting, for example, a Disciplinary or Grievance hearing.
6.9	As part of the recognition and procedural agreement, we may agree with the Trade Unions for the Combined Authority to pay for some Central support.
6.10	The specific detail of the recognition and procedural agreement is subject to change following legal review and further discussion with the Trade Unions. The version of the agreement set out in Appendix 1 has been shared with the 3 Trade Unions (with the exception of the text included in red). The Combined Authority wishes to discuss the text in red and possibly additional amendments to the agreement, with the trade unions. Accordingly, the Committee is asked to delegate authority to the Assistant Director or Human Resources, in consultation with the Monitoring Officer, to finalise the specific terms of the agreement, sign the agreement and to finalise any other necessary documents on behalf of the CPCA.
Public Health Implications	
7.1	None
Environmental & Climate Change Implications	
8.1	None
Other Significant Implications	
9.1	None
Background Papers	
10.1	None

TRADE UNION

RECOGNITION and PROCEDURAL AGREEMENT

between

Cambridgeshire and Peterborough Combined Authority
2nd Floor
Pathfinder House
St Mary's Street
Huntingdon
Cambridgeshire
PE29 3TN

and

GMB
GMB London Region,
2nd Floor Jansel House
Hitchin Road
Stopsley
Luton LU2 7XH

UNISON
UNISON Centre, 130 Euston Road, London NW1 2AY;
UNISON CAMBRIDGESHIRE COUNTY, SHIRE HALL, CB3 0AP.

UNITE
Unite House, 101 Madingley Road, Cambridge, CB3 0EL.

1. DEFINITION OF TERMS

In this Agreement:-

The Organisation - refers to (the organisation)

The Union - refers to the (named) Branches of GMB, UNISON
(Cambridgeshire County) and UNITE

Staff - refers to all employees of the Organisation

2. COMMENCEMENT DATE

This Agreement commences on TBC

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:
- 3.3.1. to ensure that employment practices in the Organisation are conducted to the highest possible standards;
 - 3.3.2. to enhance effective communication with all Staff throughout the organisation;
 - 3.3.3. to achieve greater participation and involvement of all members of staff on the issues to be faced in running and developing the Organisation;
 - 3.3.4. 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 the union's 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 union's 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, with the consent of new starters.
- 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 the appropriate union.
- 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 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 when required (not permanently due to the size of the organisation); a notice board; access to confidential telephone, internal mail and email; reasonable use of equipment such as telephones, postage when needed, photo-

copiers, 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 a reasonable amount of 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 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. 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 appropriate 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 as appropriate 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, which may include matters such as redundancies and transfers to another employer.

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 where appropriate, negotiation: -

Terms and conditions of employment

Pay awards – **subject to matters which are subject to national agreement**

Job descriptions

Job grading and job evaluation

Hours of work

Holiday and sickness arrangements

Pensions – **subject to matters which are subject to national agreement**

Overall salary structure – **subject to matters which are subject to national agreement**

Health and safety

Equal opportunities policies

New technology

Working practices, new equipment and techniques

Training

Recruitment

Staff amenities

Redundancy and redeployment

Disciplinary, grievance 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 union staff member faced with disciplinary action to enable the Union to make appropriate arrangements for representation, **with the employee's consent**. 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 8.1 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 GMB

DATE

SIGNED for UNISON

DATE

SIGNED for UNITE

DATE

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 month with a prepared agenda which will normally be issued four 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 will normally be convened within fourteen days, unless the side requesting the meeting agrees otherwise, but usually 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 employer's side shall consist of 3 persons nominated by the Organisation's Executive Team, at least 1 of whom shall be a member of the Executive Team, the Head of HR and AN Other.

5.3 The Union side shall consist of representatives of the different Trade Union who shall be members of staff and elected by the relevant Trade Union membership (from GMB, UNISON or UNITE) within the Organisation.

5.4 Each side shall confirm the names of its representative 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 there is at least two trade union representatives (from at least 2 separate Trade Unions) and two Management representatives 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.