

Trade Union Recognition and Facilities Agreement

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1. Policy Statement

Cumberland Council recognises that it is to the mutual benefit of the Council and its employees for them to be 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, prioritising and supporting the wellbeing of employees, 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 to the relevant employee groups covered is attached as Appendix 1.

2. Scope

The partnership agreement covers all employees employed directly by Cumberland Council. It also includes all school based employees where the council is the employer and Cumbria Academies who have entered into a facilities agreement with the council.

3. 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
- 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
- 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.

4. Negotiation & Consultation Framework in Cumberland Council

Appendix 2 outlines the structural arrangements for Cumberland Council negotiation and consultation framework. The framework comprises the Cumberland Council Joint Consultation Group, the Corporate Joint Negotiation & Consultation Group, the Directorate Joint Negotiation & Consultation Groups, the Education 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).

5. 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 council is the employer and in Cumbria Academies who have entered into a facilities agreement with the council.

6. Appointment of Representatives

Each Trade Union will confirm to the Council through the Director of Business Transformation and Change 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 employed official of that Trade Union has been informed.

7. 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.

Branch Secretary with funded facility time

The role of Branch Secretary, with funded facility time agreed by the Council, includes the following activities:

Trade Union Representative with or without funded facility time

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

1. Contribute to the development of Council policies, procedures and guidelines as directed by Trade Union Members and to meet organisational needs.

2. Provide advice and guidance on interpretation and implementation of the Council's policies and procedures, effectively managing the Trade Union systems to improve Trade Union members' experience and representing Trade Union members in grievance, disciplinary, appeal hearings, change 1-2-1s and attendance management meetings.
3. Plan and organise Trade Union member consultation events and prepare communication materials in support of policy and process development, liaising with the Trade Union Branch Secretary to inform the planning process.
4. Undertake research and benchmarking as required in support of the development of proposed Trade Union and Council approaches and policies.
5. Maintain and improve supporting standardised forms and letters to support Trade Union activity ensuring that communications to Trade Union members are in line with the ACAS code of conduct and working with managers to ensure consistent outcomes are achieved in line with Trade Union and Council policy.

Union Learning Representative

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

1. Analysing learning or training needs;
2. Providing information and advice about learning or training matters;
3. Providing information to members about learning opportunities within and outside the workplace;
4. Arranging and supporting learning and training;
5. Promoting the value of learning and training;
6. Preparation to carry out any of the above activities
7. Attend relevant Trade Union training and development opportunities to maintain up to date skills and knowledge

Union Learning Representatives will be provided with paid time-off to attend meetings concerned with agreeing and promoting learning agreements with either internal and/or external partners and in pursuit of the role of a Union Learning Representative as detailed above.

Health and Safety Representative

The role of Health and Safety Representatives includes the following:

1. to investigate any/all potential hazards and dangerous occurrences at the workplace and to examine the causes of accidents at the workplace;
2. to investigate complaints that employee's health, safety and/ or welfare at work
3. Requesting the establishment of Safety committees
4. to make representations to the employer on all matters of health, safety and welfare in the workplace

5. to represent employees in consultations at the workplace with inspectors of the Health and Safety Executive and of any other enforcing authority;
6. to receive information from inspectors
7. Safety representatives shall be entitled to inspect the workplace or a part of it if they have given the employer or his representative reasonable notice in writing of their intention to do so and have not inspected it, or that part of it in the previous three months; and may carry out more frequent inspections by agreement with the employer
8. Where there has been a substantial change in the conditions of work (whether because of the introduction of new machinery or otherwise) or new information has been published by the Health and Safety Commission or the Health and Safety Executive relevant to the hazards of the workplace since the last inspection, the safety representatives after consultation with the employer shall be entitled to carry out a further inspection of the part of the workplace concerned notwithstanding that three months have not elapsed since the last inspection.
9. Attend and represent employees at all committees which relate to any matters of health, safety and welfare.
10. Inspection of documents and provision of information
11. Where there has been an over-three-day injury, a notifiable accident or dangerous occurrence in a workplace or a notifiable disease has been contracted there and –
 - (a) it is safe for an inspection to be carried out; and
 - (b) the interests of employees in the group or groups which safety representatives are appointed to represent might be involved, those safety representatives may carry out an inspection of the part of the workplace concerned and so far as is necessary for the purpose of determining the cause they may inspect any other part of the workplace; where it is reasonably practicable to do so they shall notify the employer or his representative of their intention to carry out the inspection.

The Safety Representatives and Safety Committees Regulations 1977 regulation 4(2)(a) Trade Union health and safety representatives are entitled to paid time, as is necessary, during working hours, to perform their functions and to undergo training. Reasonable costs to do with this training will be paid. Facilities and assistance required for the role will be provided.

Equality Representatives

The role of the Equality Representative includes the following:

1. Help raise awareness of issues related to equality and diversity
2. Ensure people are treated fairly at work and do not suffer from discrimination
3. Raise the profile of equality of opportunity for workers on the grounds of protected characteristics as enshrined within the Equality Act 2010 and those who work part time
4. Engage with the Council on a range of equality issues

Equality Representatives are entitled to paid time off to undertake their functions and to undergo training in respect of the role.

8. Trade Union Facilities

The Council will provide the following facilities to Trade Union representatives:

- Accommodation for meetings
- Access to communication media used in the workplace, such as email, intranet and internet
- Printing and stationery
- Use of notice boards and where necessary designated notice boards for TU use only.
- Use of dedicated office space where the volume of union representatives work justifies it and where space may be available across the various office locations
- 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 accessible

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 the Cumberland 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.

Paid time off for trade union duties cannot be unreasonably refused, grounds for any refusal should be made clear to the representative and the parties should endeavour to agree alternative time off as soon as 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) or grievance.
- Attending TUC, or Trade Union specific, 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 Assistant Director of HR and OD.

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.

Health and safety representatives are entitled to paid time off, as is necessary, for any training that helps them carry out their functions.

11. Contractual Arrangements

The Council and the Trade Unions are committed to ensuring that 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. Trade Union representatives are encouraged to attend training in relation to their substantive roles where appropriate and reasonable time off with pay will be granted for this.

With regard to the Branch Secretary, Assistant Branch Secretary and other Trade Union representatives with funded facility time, if they are de-selected or decide 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 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 of 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

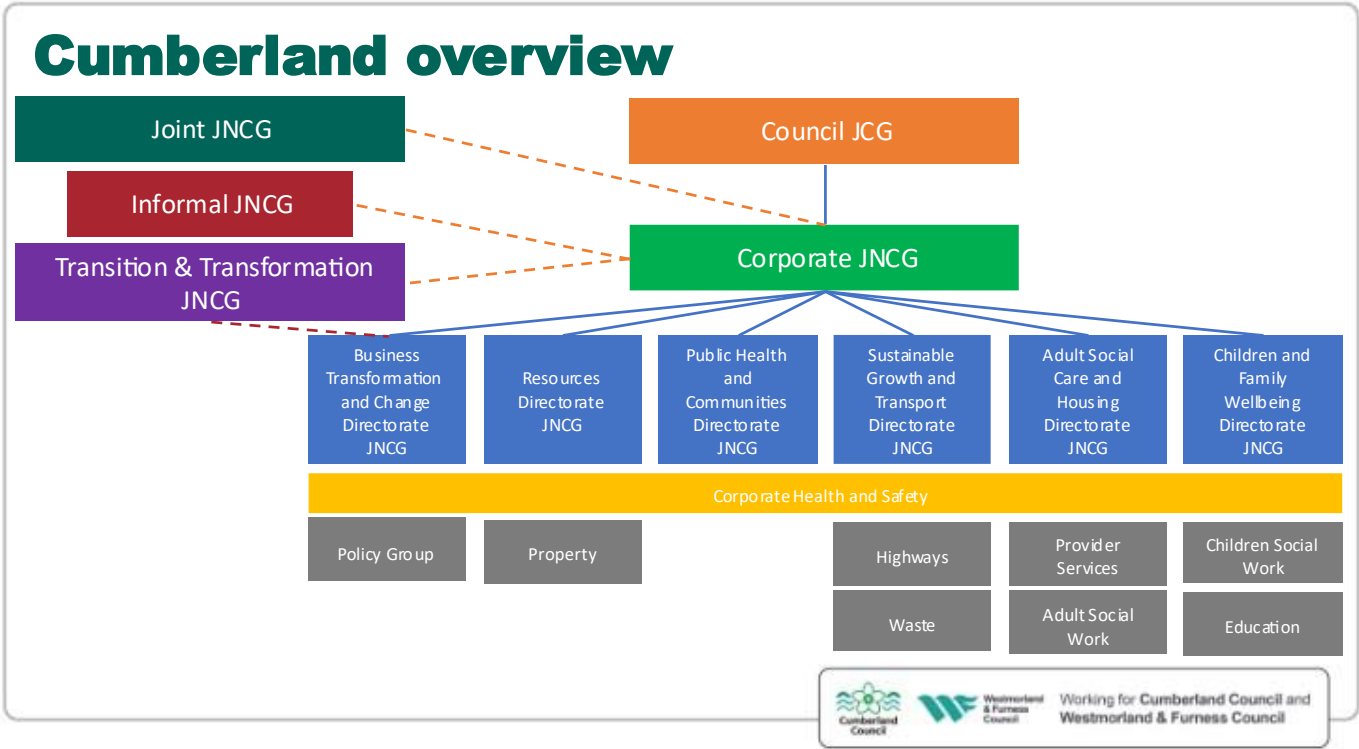
This agreement will be reviewed at regular intervals in the light of operating experience, changes in legislation, or developments in Council aspirations. Such reviews can be called for by either the Trade Unions or the Council.

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. National Joint Council for Local Government Services– Green Book Employees and Joint Negotiating Committee for Chief Officers
GMB	Recognised for collective bargaining purposes for employees covered by Local Government Conditions of Service . National Joint Council for Local Government Services – Green Book Employees, Craft Joint Negotiating Committee – Red Book and Joint Negotiating Committee for Chief Officers
UNITE	Recognised for collective bargaining purposes for employees covered by Local Government Conditions of Service. National Joint Council for Local Government Services – Green Book Employees and Craft Joint Negotiating Committee – Red Book
VOICE/COMMUNITY	Recognised for collective bargaining purposes for teachers, lecturers and other education workers Burgundy Book Employees
NASUWT	Recognised for collective bargaining purposes for School Leaders, qualified & trainee Teachers - Burgundy Book Employees
NEU	Recognised for collective bargaining purposes for School Leaders, qualified & trainee nursery, primary and secondary teachers, and further education lecturers. - Burgundy Book Employees
NAHT	Recognised for collective bargaining purposes for Senior Leadership roles in education – Burgundy Book Employees
ASCL	Recognised for collective bargaining purposes for Headteachers, principals, deputy Headteachers, senior post holders in secondary schools and colleges – Burgundy 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: Cumberland Council Negotiation & Consultation Framework



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

1. Purpose

- 1.1 The purpose of the 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

- 2.1. The Chair of the Council JCG shall be The Council Leader.
- 2.2. The Council Leader will be accompanied by the Deputy Leader of the Council, and the Portfolio Holder responsible for HR issues.
- 2.3. Officers present will include The Chief Executive, Director of Business Transformation and Change and the Assistant Director of HR and OD, or when unavailable, by their appointed deputies.
- 2.4. The Trade Union side will consist of a Branch Secretary or nominated deputy from each recognised Trade Union.
- 2.5. Either party may invite others to attend for specific items (for example subject experts), or for development in the role, provided prior notice is given.
- 2.6. If any member of the Council JCG is unable to attend a particular meeting a substitute may attend.

3. Administrative Arrangements

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

4. Meeting Arrangements

- 4.2 Ordinary meetings of the 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 Council or the Trade Unions at any time to consider matters that

cannot be deferred to the next ordinary meeting, by reason of urgency.

- 4.3 Both parties are encouraged to put forward items for discussion which must be relevant to the purpose established for Council JCG.
- 4.4 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 purpose of 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

2. 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 Director of Business Transformation and Change and the Assistant Director of HR and OD, or when unavailable, by their appointed deputies.
- The Trade Union side will consist of one Branch Secretary, or Assistant Branch Secretary, or nominated deputy, from each recognised Trade Unions.
- Either party may invite others to attend for specific items (for example subject experts), or for development in the role, provided prior notice is given.
- If any member of the Corporate JNCG is unable to attend a particular meeting a substitute may attend.

3. Administrative Arrangements

The Council will provide administrative support. A copy of the minutes of the Corporate JNCG proceedings will be prepared and will endeavour to be 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

- a. 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 Council or the Trade Unions at any time to consider matters that cannot be deferred to the next ordinary meeting, by reason of urgency.
- b. 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.
- c. 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 a Trade Union Representative with full time release or nominated Deputy from each recognised Trade Union
- Either party may invite others to attend for specific items (for example subject experts), or for development in the role, provided prior notice is given.
- The Trade Unions may invite a deputy to attend in their absence. An observer may attend for the purpose of those individuals' learning and development, but should not take part in the meeting.
- If any member of the Directorate JNCG is unable to attend a particular meeting a substitute may attend.

3 Administrative arrangements

The Directorate will provide administrative support. A copy of the minutes of the Directorate JNCG proceedings will be prepared and endeavour to be 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 The frequency of ordinary meetings of the Directorate JNCG will be determined by the respective Directorate and Trade Union, but as a minimum should 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 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 Directorate 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

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: Education (Schools) Joint Negotiations & Consultative Group Terms of Reference

1 Purpose

The purpose of the Education Joint Negotiation and Consultation Group (EJNCG) 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 of SEND, Education and Inclusion. 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 Trade Union Representative with full time release or nominated representative from each recognised Trade Union.
- Either party may invite others to attend for specific items (for example subject experts), provided prior notice is given.
- The Trade Unions may nominate a deputy to attend in their absence. An observer may attend for the purpose of those individuals' learning and development, but should not take part in the meeting.
- If any member of the Education JNCG is unable to attend a particular meeting a substitute may attend.

3 Administrative arrangements

The Directorate will provide administrative support. A copy of the minutes of the Schools JNCG proceedings will be prepared and endeavour to be 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 The frequency of ordinary meetings of the Education JNCG will be determined by the respective Directorate and Trade Union, but as a minimum should 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 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 Education 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 Education 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 Education 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 Education 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 Education 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, Trade Unions, 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)

Trade Union 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 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:

1. **Discipline**
2. **Grievance**
3. **Bullying & Harassment**
4. **Capability**
5. **Pay Provision & Allowances** (Green Book, including Additional Allowances, Local Car User, Pay Progression, Pay Protection, Regrading, Workplace Relocation)
6. **Career Development:** Probation, Career Grade scheme, Learning agreements
7. **Leave arrangements:** annual leave and public holidays, flexitime, maternity, time off work (stuck not sick), adoption etc.
8. **Attendance & Wellbeing;** sickness absence, disability leave
9. **Recruitment and induction**
10. **Managing Change;** redundancy
11. **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

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

Appendix 8: Collective Dispute Procedure

Collective Dispute Procedure

Introduction

The 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 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 Council to seek to resolve collective disputes that might arise.

Cumberland 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

It is expected that both the Employer and recognised Trade Unions act reasonably throughout the procedure, seeking input from each other before reaching a decision on any action that would be taken.

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 Cumberland Council, including school based unions. . It does not cover; individual grievances, grading of posts, non-confirmation of employment during probationary periods, 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.

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 Assistant Director of HR and OD, in agreement with both parties will agree that the formal procedure can be directly entered at Stage 2.

Procedure

The Council will only acknowledge a dispute if it is lodged by a recognised Trade Union.

The nature of the dispute should be raised in a timely manner by the recognised Trade Union and describe in writing to the Council stating the subject nature, the scope of the matter and the remedy proposed.

Application of the procedure by Schools

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

For Stage 2 the Director of Children and Family Wellbeing shall convene a Collective Dispute Appeal Panel consisting of two appropriate 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

Following receipt of notification, a Stage One meeting should take place as soon as practical. The parties will agree within 5 working days on dates for at least two meetings to seek to resolve the dispute. Unless agreed otherwise these meetings will take place within the following ten working days.

Attendance at these meetings will include representatives of the Trade Union (as determined by the Trade Union) and regional officer if requested, together with other appropriate senior managers, who are as near to the issue in dispute as possible, plus representatives from HR as required.

The focus on these meetings will be on reaching a settlement of the issue(s) in dispute. Such settlement should also seek to include recommendations on how similar disputes might be avoided in the future. Further meetings beyond this initial period may take place where it is agreed between the parties.

FORMAL RESOLUTION – Stage 2

If agreement cannot be reached, either party can request that the matter be referred to Stage Two.

The Assistant Director of HR and OD 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) who have not previously been involved, and a member of the Corporate Management Team.

Trade Union representation must include full time Trade Union Representative(s) and Regional Officer(s) as determined by the Trade Union.

The Collective Dispute Hearing take place as soon as is reasonably practicable. 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 10 **days** of the meeting. Timescales may need to be adjusted, in joint agreement, to ensure full consideration is given to the matter.

External Stage

If it has not been possible to resolve the dispute following the internal process the parties may agree to jointly refer the matter

In such cases 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 HR and the recognised trade unions.

APPENDIX 8.1

COLLECTIVE DISPUTE FORMAL PROCEDURE

