

**Updated: October 2010**

**AGREEMENT BETWEEN: The Office of the Children's Commissioner (OCC) (hereinafter called the organisation) and UNITE (hereinafter called "the Union")**

## **1. OBJECTIVES**

- 1.1 Good Industrial relations are a joint responsibility of both parties and need the continuing co-operation of all concerned - management, trade unions and individual employees. This Agreement is designed to encourage and assist that co-operation.
- 1.2 This Agreement provides a system of representation and procedure through which the parties may raise items of common concern, of either individual or collective nature.
- 1.3 The Parties recognise the importance of ensuring that all management and employee relationships are based on mutual understanding and respect and that employment practices are conducted to the highest possible standards.
- 1.4 Both Parties are committed to ensure that equal opportunities are offered to employees or prospective employees and that the treatment of staff will be fair and equitable in all matters of discipline and grievance.

## **2. SCOPE OF THIS AGREEMENT**

- 2.1 This Agreement extends to all staff employed by the organisation.
- 2.2 The parties agree not to cause undue delay in operating the procedure set out in clause 9 of this agreement.

## **3. GENERAL PRINCIPLES**

- 3.1 The organisation believes that a trade union capable of representing its members with authority and responsibility is essential to the maintenance of good industrial relations
- 3.2 The organisation recognises the Union's responsibility to represent the interests of its members
- 3.3 The organisation recognises the Organisation's responsibility to manage its affairs in an effective and efficient manner
- 3.4 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 in all matters which concern them. Both parties declare their common objective to maintain good industrial relations.
- 3.5 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.
- 3.6 The induction checklist will include a note to inform new employees that there is a single union recognition at OCC (ie. Unite) and that the new employee is welcome to contact one of the shop stewards should they so wish. Details about shop stewards can be obtained from HR.

#### **4. UNION REPRESENTATION**

- 4.1 Union members may elect up to two shop stewards.
- 4.2 The shop stewards will inform all relevant new employees of this agreement and will encourage them to join the union and will provide facilities for them to talk to a representative of the union on becoming an employee. The shop stewards will also provide the union with a list of all new employees covered by this agreement.
- 4.3 The Union will inform of the names of all elected representatives in writing within ten days of their election, and these individuals shall be the sole representatives

of the union.

- 4.4 Recognised Union representatives will be permitted to take reasonable time off during working hours to enable them to carry out their union duties.
- 4.5 Elected representatives shall be subject to the control of Unite in respect of their union duties and shall take all necessary steps to prevent any breach of this agreement.
- 4.6 Actions taken in good faith by elected representatives in pursuance of their duties as defined herein shall not affect their employment with in any way
- 4.7 In all other respects, elected representatives shall conform to the same working conditions as their fellow employees.
- 4.8 Subject to the agreement of the organisation, recognised union representatives will be granted special leave without loss of pay to attend training courses (up to 4 days a year) run by the union or another appropriate body which are relevant to the discharge of their duties.
- 4.9 In the event of disciplinary action being taken against an elected representative, no action will be taken until the relevant Regional Industrial Organiser of the Union has been contacted.

## **5. FACILITIES**

- 5.1 The OCC will provide reasonable facilities to enable the elected representatives to carry out their union duties, use of internal mail services, use of the telephone and the email service and photocopying.

## **6. UNION MEETINGS**

- 6.1 Subject to the proper and efficient conduct of business, union meetings may be held on the organisation's premises during work hours (at lunchtime or starting at 4.00pm), by agreement.

## **7. UNION SUBSCRIPTIONS**

7.1 Union members will make their own arrangements for payment of subscriptions.

## **8. JOINT CONSULTATION AND NEGOTIATION**

8.1 The organisation will consult with the union on the following issues:-

- A) Changes to policies and procedures in relation to employment
- B) Organisational/working arrangements
- C) Policies and procedures relating to the relocation of staff
- D) Occupational pensions issues
- E) Health and safety
- F) Staff welfare
- G) The possibility of redundancies
- H) Transfers of undertakings.

8.2 The organisation will negotiate with the union on all issues that affect the terms and conditions of employment of staff, including:-

- A) Hours of work
- B) Sick pay
- C) Salary and remuneration
- D) Paid maternity and paternity leave
- E) Annual leave and special leave
- F) Grievance and disciplinary procedures
- G) Expenses incurred in the course of employment.

8.3 All negotiations and consultation shall take place at the Joint Negotiating Committee. The constitution of this committee is set out as appendix 1 to this agreement.

## **9. COLLECTIVE DISPUTES**

The following procedure shall be followed to avoid and resolve collective disputes between and the Union: -

- 1) Any collective matter of disagreement shall be referred to the JNC for consideration.
- 2) If unresolved within ten working days or a mutually agreed period of time, a failure to agree shall be registered and the issue shall be referred to a meeting between a Regional Industrial Organiser of the Union together with the Shop Stewards and the relevant members of the management.
- 3) If an issue remains unresolved either side may refer the issue to the Advisory Conciliation and Arbitration Service for conciliation.

Every effort shall be made to resolve the issue at each stage and until this procedure has been exhausted and the result known there should be no partial or general stoppage of work or other unconstitutional action or lockout.

## **10. AMENDMENT OR TERMINATION OF AGREEMENT**

10.1 This Agreement may only be varied by the mutual agreement of both parties. In the event of either party wishing to terminate this agreement, the other party will be given three months notice in writing, during which period the Agreement will

remain in force.

10.2 The parties agree that there will be an annual review of the working of this agreement at the JNC.

**Signed on behalf of Unite**

..... Date.....  
Denise Malcolm

..... Date.....  
Adrian Matthews

**Signed on behalf of Office of the Children's Commissioner**

..... Date.....  
Sue Berelowitz

## **APPENDIX 1**

### **Joint Negotiating Committee Constitution**

1. All negotiations between the organisation and the Union shall take place at the Joint Negotiating Committee.
2. The Union shall normally be represented on the committee by two Shop Stewards and the Regional Industrial Organiser. The organisation shall be represented by the CEO & Head of Corporate Services. A quorum shall consist of two Management Committee members and two shop stewards.
3. There shall normally be at least three JNC meetings each year, and either side may call a meeting by giving at least one week notice to the other. Further meetings may be held by agreement of both parties.
4. The agreed agenda for the meeting shall be circulated with all relevant documents at least seven days before the meeting takes place. Issue not stated on the agenda shall not be discussed at a JNC meeting unless both sides agree.
5. The JNC shall annually elect a chairperson and a secretary from amongst its membership.
6. Decisions of the JNC shall take effect from the date of the JNC unless otherwise agreed.