

<b>Trade Union Recognition Agreement</b>	
This agreement dated 1 May 2021	
PARTIES	
(1) Derbyshire County Council,, County Hall, Smedley Street, Matlock, Derbyshire , DE4 3AG; ("the Council")	
(2) UNISON, GMB and UNITE County Hall, Smedley Street, Matlock, Derbyshire, DE4 3AG ("the Trade Unions")	
<b>1</b>	<b>Introduction</b>
1.1	The terms of this formal agreement are binding in honour only and do not constitute a legally enforceable agreement.
1.2	The Trade Unions recognise that it is the Council's responsibility to organise and manage its activities in order to fulfil its aims and objectives, which are to be a sustainable and successful Council that is accountable to our residents, our employees and our partner organisations.
1.3	The Council and the Trade Unions have common objectives to:
1.3.1	Work together in a spirit of mutual trust and co-operation to ensure the efficiency and success of the Council with the view of delivering the Council's aims and objectives;
1.3.2	Build positive working relationships and promote effective employee relations including recognising and valuing the trade unions' role in managing change, representing the views of staff and through negotiation avoid possible disputes;
1.3.3	Encourage communication with the Council's employees;
1.3.4	Ensure that all employees are treated fairly and provided with fair access and treatment in employment.
1.3.5	Support the consultative and negotiation framework and to develop our employment policies and practices; and;
1.3.6	Seek to work together to resolve issues in accordance with the spirit of this agreement in a timely manner and at the lowest possible level, taking account of section 9.
<b>2</b>	<b>Purpose</b>
2.1	The purpose of this agreement is to voluntarily establish formal recognition of the Trade Unions by the Council and to establish a framework for consultation and collective bargaining as defined in s. 178 of the Trade Union and Labour Relations (Consolidation) Act 1992 (TULRCA).

2.2	The bargaining unit for which the Trade Unions shall be recognised comprises all employees of Derbyshire County Council, (the "Bargaining Unit") except those employed in schools where the Governing Board performs the function of the employer.
2.3	Items for negotiation, consultation and engagement. As detailed in Appendix 1.
2.4	With regard to section 2.3 all negotiation, consultation and engagement is in relation to policies and procedures and does not include individual employees or cases.
2.5	Agreements reached between the Council and the recognised Trade Unions by way of the recognised bargaining machinery, and where appropriate, will be incorporated into the contracts of staff employed by the Council.
<b>3</b>	<b>Trade Union Membership</b>
3.1	This formal agreement recognises the right of any individual employee to join a Trade Union, hold office within the Trade Union and benefit from trade union representation.
3.2	Subject always to the Council receiving written and signed consent from any new employees who join the Bargaining Unit, the Council agrees that it will make reasonable efforts to inform the Trade Unions and give them the opportunity to communicate with such employees and provide them with the opportunity to become a member of a Trade Union.
3.3	Subject always to the Council receiving written and signed consent from the employee concerned, the Council agrees to make an appropriate deduction from the employee's salary, which the Council will pay to the Trade Union on the employee's behalf in lieu of the employee's Trade Union subscription fees.
<b>4</b>	<b>Appointment of Trade Union Representatives</b>
4.1	The Trade Unions agree that they will operate in accordance with the principles defined in the Trade Union Time Off Agreement attached at Appendix 2, including block time allocation of trade union time off based on trade union membership figures (Section 5 part b).
4.2	The Council accepts that the Trade Unions' members will elect representatives in accordance with their union rules to act as their spokesperson in representing their interests.
4.3	The recognition and facilities afforded by this agreement to any representative or official shall be withdrawn in the event that:

	<ul style="list-style-type: none"> <li>❖ The individual resigns the appointment for which the recognition and facilities have been granted, and/or is no longer a representative;</li> <li>❖ The Trade Union for which they are acting as a representative, notifies the Council, in writing, that the individual has ceased to be a representative or official; or</li> <li>❖ The individual is no longer employed by the Council.</li> </ul>
<b>5</b>	<b>Responsibilities and duties of Trade Union representatives</b>
5.1	The Council accepts that each representative of the Trade Unions will represent the interests of the Trade Union and trade union members within the Bargaining Unit, and as far as their duties in this capacity are concerned, they are subject to the control of the Trade Union represented, and at all times they are expected to carry out their duties in accordance with the Council's Code of Conduct.
5.2	Any action taken by representatives of the Trade Union in good faith and in pursuance of their duties as a representative of the Trade Union shall not affect their employment or career prospects within the Council.
5.3	The duties of the Trade Union representatives are as detailed in section 2 of the Trade Union Time Off Agreement attached at Appendix 2.
5.4	It is the responsibility of the Trade Unions to ensure that their representatives are appropriately briefed on and trained in their duties, the rules and practices of their respective trade union, and the appropriate agreements and procedures and the practice of industrial relations generally.
5.5	Without prejudice to clause 6 below in all other respects, the trade union representatives will conform to the same working conditions and duties of their fellow employees.
<b>6.</b>	<b>Time off work for trade union duties and activities</b>
6.1	Arrangements for time off work for trade union duties and activities, are set out in the Trade Union Time Off and Facilities Agreement June 2020 attached as Appendix 2 as amended, modified or updated from time to time.
<b>7</b>	<b>Facilities</b>
7.1	Arrangements for the provision of facilities are set out in the Trade Union Time Off and Facilities Agreement April 2020 attached as Appendix 2.
<b>8</b>	<b>Consultative Framework</b>

<b>8.1</b>	The meeting framework and associated details including terms of reference are included in Appendix 3.
<b>9</b>	<b>Dispute Resolution</b>
<b>9.1</b>	It is expected that all matters will be resolved at the lowest level and all Parties agree to seek an informal resolution as best practice. Where there is a failure to agree on a recommendation, any unresolved matter should only be referred to an agreed external body when the local mechanisms have been fully exhausted, taking into account agreed time limits.
<b>9.2</b>	Local mechanism includes submission of matters to the Appointments and Conditions of Service Committee, whose role and function includes to consider corporate disputes on terms and conditions of employment.
<b>10</b>	<b>Duration</b>
<b>10.1</b>	This agreement takes effect from 1 May 2021 and shall continue unless modified by agreement in writing between both parties or terminated in whole or in part by either party giving the other not less than three months' notice in writing. Notice will only be given where parties have attempted to resolve any issues informally and have been unable to reach a mutually agreeable resolution.
<b>10.2</b>	On termination of the agreement in accordance with 10.1 the provisions detailed in section 2 will cease to have effect.
<b>10.3</b>	This formal agreement will be subject to review after 3 years, and any modifications must be agreed in writing by all parties.
	Signed by
	[Signature on behalf of the organisation]
	Signed by: Emma Crapper – Director of Organisation Development and Policy
	<b>Unison</b>
	<b>GMB</b>
	<b>Unite</b>
	[Signature on behalf of the Trade Unions] Emma Roberts - Unison Jon Smith - GMB Paula Stephens - Unite