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CORPORATION OF LONDON

UNION RECOGNITION AGREEMENT

EFFECTIVE FROM 1 JULY 2000

1. **PURPOSE**

The purpose of this Agreement is to establish arrangements for collective consultation and negotiation between the Corporation of London and the recognised trade unions, The Corporation of London Staff Association (COLSA) and GMB.

2. **GENERAL RECOGNITION PRINCIPLES**

The spirit and intention of this Agreement is to promote harmonious relations between the Corporation of London employees through the development and maintenance of effective joint consultative and negotiating machinery.

This Agreement is voluntary between the parties involved and is not legally enforceable.

The Corporation of London recognises COLSA and GMB in respect of Graded Staff up to and including Grade 11 for the purposes of collective bargaining, communication and consultation.

The recognised unions acknowledge the Corporation's right and responsibility to plan, organise and manage the organisation efficiently, and cost effectively.

The Corporation acknowledges the right of employees to join and belong to a union of their choice.

This Agreement is not intended to detract from an individual employee's right of access to management or the Corporation's right to communicate directly with its employees or the unions' rights to communicate with their members.

3. **PROCEDURES**

The Joint Consultative Committee (JCC) is the formal body constituted by the Court of Common Council to provide a forum for the Corporation as employer and the representatives of the recognised trade unions to meet for negotiation and consultation on matters of common interest. The constitution

of the JCC is set out in Annexe A.

The Collective Disputes Procedure is agreed between the parties to this agreement to establish a formal arrangement under which a recognised union or unions representing a group of employees including union members can raise an issue of dispute related to a collective issue that has not been resolved informally and have it settled fairly and promptly without recourse to industrial action. The Collective Disputes Procedure is set out in Annexe B.

4. COLLECTIVE AGREEMENTS

Collective agreements are agreements entered into between the Corporation as employer and its recognised trade unions. The terms of such collective agreements can be divided into two categories.

(i) terms which confer rights or impose obligation upon individual employees, e.g. provisions which are concerned with pay and working conditions, or are designed to ensure that individual employees are treated fairly in matters affecting their employment;

(ii) terms which govern the relationship between the employer and the trade union e.g. provisions which establish the framework for collective bargaining or provide for the resolution of collective disputes.

Terms in category (i) are incorporated into individual contracts of employment and published in the staff handbook. Once so incorporated they are legally binding between the employer and individual employees.

Terms in category (ii) which are essentially concerned with collective matters are not appropriate for incorporation into individual contracts of employment and are not legally binding between the Corporation and the recognised unions. The Joint Consultative Committee (JCC) Constitution and the Collective Disputes Procedure are voluntary agreements and no legal sanction can be imposed if either party:

(a) ignores its obligations under the agreement

(b) varies or cancels the relevant agreement

Collective agreements of categories (i) or (ii) may be ended by either party serving three months notice on the other. During the notice period, the provisions of the original collective agreement remain in force.

Any of the terms of a collective agreement which have been incorporated into individual contracts of employment, will continue in force for those individuals after the agreement has been terminated.

5. FACILITIES

The Corporation recognises that representative trade unions are an effective means of achieving constructive employee relations and will therefore make

new employees aware of the recognised trade unions through the induction process.

Each recognised trade union will elect representatives, in accordance with its rules. The elected representative must work at the Corporation within the employment group for which the union is recognised.

Management will offer facilities within normal working hours for the election of representatives. Names of elected representatives will be given to the Director of Personnel and Management Services as soon as possible after the election.

Representatives will be given reasonable time off in accordance with the provisions of the Trade Union and Labour Relations (Consolidation) Act 1992 (TULCRA) SECTIONS 168-170, The Health and Safety at Work Act 1974 (HASAW) and the ACAS Code of Practice entitled 'Time off for Trade Union Duties and Activities.' Time off with pay will be dependent on whether the activities engaged in are trade union duties or activities. The Corporation has a policy on 'Time Off For Trade Union Duties and Activities.'

Reasonable additional release from normal duties will be granted for representative training. Prior permission must be obtained before any commitments are made which involve absence from work. Accommodation and time-off facilities provided to COLSA and GMB are set out in Annexes C and D respectively of this agreement.

6. DISCLOSURE OF INFORMATION

The Corporation recognises that employee representatives are entitled to be provided with relevant information concerning the Corporation in accordance with Section 181 of the Trade Union and Labour Relations (Consolidation) Act in order to carry out their collective bargaining activities.

7. VARIATION OR TERMINATION OF THIS RECOGNITION AGREEMENT

Variations can be made by agreement between the Corporation and the recognised trade union(s).

The Corporation or trade union(s) can terminate the Recognition Agreement by giving six months' notice in writing.

ANNEXE C

FACILITIES PROVIDED TO COLSA

Accommodation is provided by the Corporation currently in The Porch, Guildhall on a 99 year lease expiring in 2067 to be used as offices for the permanent staff. The rental is paid by the Staff Association and includes cleaning, lighting and heating.

ANNEXE D**FACILITIES PROVIDED TO GMB**

Accommodation is provided by the Corporation, currently in Room 403/404 at the London Fruit Exchange, with a contribution to the rental being made by the GMB. The room is provided as an office for the Branch Secretary GMB.

The Corporation has granted paid off time to the Branch Secretary to undertake union duties on up to 3 days a week excluding Saturdays and Sundays with the relevant Chief Officer stipulating any days of the week which cannot be devoted to union duties. If no union work arises on the three days, then the Branch Secretary is expected to report for work at his employing department.

The Corporation has agreed that the Branch Secretary may draw on the availability of other union members in various departments who might be willing and able to represent the union when the Branch Secretary is unavailable. The approval of the relevant Chief Officer is required for the release of the union member. Departments meeting the cost of this paid release will be reimbursed from the Establishment Committee Contingency Fund so prior confirmation of the costs involved is required before approval can be given.

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