

## RECOGNITION AND PROCEDURAL AGREEMENT

BETWEEN

**EMPLOYER**

AND

PROSPECT

DATE

### A. PRINCIPLES

1 This Agreement forms the basis of future mutual cooperation between the

**[REDACTED]** ("**the employer**") and Prospect ("**the Union**"). It establishes a framework for the positive and effective conduct of relations between the parties to ensure the effective management and success of the **Employer** and to advance the interests, careers and well-being of its employees.

2. To this end, the **Employer** recognises Prospect as the representative of its employees for individual representation and for the purposes of collective bargaining, the scope of which is defined in Section B, below.

3. This Agreement is founded on the following principles; that

- the **Employer's** most valuable asset is its employees
- it is in everyone's interest for the **Employer** to be efficient and to prosper, to provide services of the highest quality to visitors, clients and other stakeholders
- employee development and an improved quality of working life deliver real benefits for staff and the **Employer**
- positive and constructive employee relations are essential to the achievement of all stakeholders' goals and are founded on joint problem solving rather than conflict.

4. To these ends, all parties commit to

- strive for excellence in all aspects of the **Employer's** activities
- maximise security of employment by continuing to develop a successful organisation
- develop the skills of all employees through training and development and life-long learning
- recognise the legitimate interests and roles of each other, where these diverge
- implement change through consultation and by agreement wherever possible
- avoid disputes through the operation of a relationship based on openness and trust, backed up by clear and accessible procedure(s)
- encourage membership of Prospect and participation in its affairs.

### B. COLLECTIVE BARGAINING

1. With effect from the date of this Agreement, all matters concerning the following issues will be the subject of negotiation between the parties with a view to reaching agreement:

- pay (including pension) and grading systems
- terms and conditions of employment, including hours and holidays
- staff development and training
- disciplinary and grievance procedures.

2. Collective bargaining shall be conducted through a Union Partnership Committee (UPC), the purpose of which is to provide a forum for discussion, negotiation, and consultation. The UPC will comprise the following representatives of the **Employer**, (*for example*) the Director, the Director of Business and Development, the Director of Collections and Public Engagement, and the Facilities Manager. The UPC will also comprise the following representatives of the Union; the lead rep(s) supplemented by the full-time officer of the union as appropriate and as required by paragraph B.4 of this Agreement. It will be open to all parties to seek additional or substitute representatives on an ad hoc basis.

3. The chair of the UPC shall be the Director (*for example*). The secretarial duties of the UPC shall be undertaken on a rotational basis by the *insert relevant roles*. The UPC shall meet at least twice per year. It is suggested the UPC meets at a minimum in February and September each year to coincide with key points in the Employer's annual operations (*for example*). It will be empowered to set up ad hoc committees to which it can delegate specific projects, although only the full UPC shall make final recommendations on changes to employees' terms and conditions of employment. Decisions on such recommendations shall rest with the **Employer** and the Union Branch committee. UPC minutes shall be available to all staff.

4. In the exceptional event that there is a failure to agree on any matter that is the subject of negotiation, the issue will be referred to a special meeting of the UPC at which the Director and the Prospect full-time officer are present. If agreement still cannot be reached, the parties may agree to refer the matter to the Advisory, Conciliation and Arbitration Service (ACAS) for conciliation or arbitration. In the event that one party does not agree to such referral, it shall explain the reasons for its refusal in writing. Only as a last resort, where there is a total failure to agree and the above procedures have been exhausted, will any party consider unilateral action.

5. The UPC shall also provide the forum for the exchange of information and consultation on any matter that either might have a possible impact on staff or upon which they could be expected to have a contribution to make. It is intended that there is regular discussion of the **Employer's** financial position and strategic and business plans. Formal consultation is required before the **Employer** takes decisions on the following matters:

- policies and procedures relating to the conduct or activities of staff
- organisational restructuring, including contracting out
- staffing levels and redundancies
- training and development

5. Separate machinery will be established to deal with matters of health and safety, in accordance with the relevant legislation.

## C. UNION REPRESENTATIVES AND FACILITIES

1. Prospect members employed by the **Employer** shall be placed in an appropriate Branch of the Union. The Branch shall be governed in accordance with the Union's national rules and practices. Prospect will be entitled to appoint accredited representatives by the means prescribed in its rules. The number of representatives shall be subject to agreement between the **Employer** and the Union and relate to the number of union members. The accredited representatives shall be supported by other members forming the Committee of the union.

2. Accredited representatives shall be entitled to make reasonable use of working time for the conduct of their union activities. This shall include participation in wider union activities such as national conferences and executive committees. Where practicable, representatives are expected to give appropriate notice of union commitments to their line manager, who will not withhold permission unreasonably.

3. Accredited representatives shall be entitled to make reasonable use of the **Employer's** facilities for the conduct of their union activities. Specifically; e-mail, 'phone, digital resources photocopying and noticeboard etc will be made available.

4. In order to ensure that representatives understand their rights, responsibilities and duties, the **Employer** will permit them to undertake appropriate union or union-approved courses through the provision of reasonable paid time off in accordance with the relevant statutory provisions.

5. The Union shall be entitled to hold committee and general meetings on the **Employer's** premises. An annual general meeting shall be held during working hours by arrangement with the **Employer** at a time to enable maximum participation of members. Extraordinary general meetings shall normally be held outside working hours or utilising members' lunch breaks, unless the Museum has agreed to the use of working time.

#### D. REVIEW, VARIATION AND TERMINATION

1. The operation of this Agreement will be reviewed jointly after a period of twelve months.

2. This Agreement may be varied at any time by the agreement of all parties.

3. This Agreement will be terminated in the event that any party gives six months' notice in writing. However, the parties agree that the notice period would be used to attempt to resolve any areas of difficulty, using the conciliation services provided by ACAS as necessary.

SIGNED on behalf of the **Employer**

Date

SIGNED on behalf of Prospect

Date