

Template Recognition and Procedural Agreement

This agreement (hereafter called 'the Agreement') is made between [insert name] (hereafter called 'the Employer') and [insert union name] (hereafter called 'the Union'). The Employer and the Union are referred to jointly in the Agreement as 'the Parties'.

1. OBJECTIVES

1.1 Industrial relations are a joint responsibility of the Parties and require the meaningful participation of all concerned. The Agreement is designed to encourage and assist co-operation and constructive dialogue.

1.2 The Agreement provides a system of representation and procedures through which the Parties may raise items of common concern, of either an individual or a collective nature.

1.3 The Parties recognize 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 The Parties are committed to developing equal opportunities and anti-harassment procedures for employees or prospective employees. The Parties are further committed to ensure that the treatment of staff will be fair and equitable in all matters of discipline and grievance.

2. SCOPE OF THIS AGREEMENT

The Agreement covers all employees up to and including [insert] level and the Employer recognizes the Union as the sole union entitled to represent the interests of the employees and negotiate on their behalf.

3. GENERAL PRINCIPLES

3.1 The partnership shall be based on respect, honesty, trust, openness and leadership to encourage a meaningful contribution from all.

3.2 The Employer believes that a union capable of representing its members with authority and responsibility is essential to the maintenance of good industrial relations.

3.3 The Employer recognizes the Union's responsibility to represent the interests of its members.

3.4 The Employer and the Union recognize that the progress of the Employer is in the interests of both parties. Both parties declare their common objective to maintain constructive industrial relations.

3.5 The Employer and the Union accept that the terms of the Agreement are binding in honor upon them.

4. UNION REPRESENTATION

4.1 The Employer recognizes the Union as the only Trade Union [check and amend as appropriate] with which it will consult and negotiate on all matters of interest of the employees.

4.2 The Employer will inform all employees of the Agreement and provide facilities for them to talk to a Union Representative. The Employer will regularly provide the Union with a list of all new employees and provide facilities for them to talk to a Union Representative.

4.3 Union members will elect Union Representatives in accordance with the rules of the Union to act as their spokespersons and to represent their interests. The Union agrees to inform the Employer of the names of all elected Union Representatives in writing within 5 working days of their election and to inform the Employer in a similar manner of any subsequent changes. Persons whose names have been notified to the Employer shall be the sole representatives of the employees.

4.4 Facilities will be provided by the Employer for elections to be held as required by Union rules.

5. FACILITIES

5.1 The Employer will provide appropriate time off arrangements and facilities for Union Representatives to carry out their functions effectively.

6. UNION MEETINGS

6.1 The Employer will provide employees [specify which employees if appropriate] and union members with appropriate paid time and facilities to meet collectively with each other, with employees [specify which employees if appropriate] from the Employer's other workplaces, with Officials and with Organizers.

7. CHECK-OFF SYSTEM

7.1 It is agreed that a check-off system will operate whereby the Employer will deduct Union subscriptions from the wages/salaries of Union members and pay them to the Union each month with a schedule of payment with no charge to the Union. Individual members will authorize deductions in writing, appropriate forms will be provided by Union Representatives.

8. JOINT CONSULTATION AND NEGOTIATION

8.1 The Employer undertakes to enter into meaningful consultation and negotiation with the Union on all matters in which their members have an interest and will seek to resolve any differences by agreement. The Parties will endeavor to find a method to maintain dialogue throughout the consultation and negotiation process.

8.2 Formal negotiations will take place between the Parties on an annual basis.

8.3 The anniversary date for negotiations and details of participants of both sides (The Negotiating Committee) will be agreed by the Parties.

9. VARIATION OR TERMINATION OF AGREEMENT

The Agreement may only be varied by the mutual consent of the Parties. In the event of either party wishing to terminate this agreement, the other party will be given six months' notice in writing, during which period the Agreement will remain in force.

Signed on behalf of Union _____

Date _____

Signed on behalf of (Employer Name) _____

Date_____

Possible additional elements for the template Recognition and Procedural Agreement

Information Sharing

The sharing of relevant information between the parties in a timely manner can assist both sides in gaining an increased understanding of issues and avoid a dispute arising.

Problem Solving behavior and dispute resolution attitude

A joint approach should be taken which enables employers and the trade union representatives to work together in order to identify problems and find joint solutions. Every effort will be made to jointly resolve disagreements.

Learning and development

An agreed joint training schedule for Managers and trade unions Representatives should be put in place to ensure continuing success.

Need for traceability

Document all outcomes from the development of this process.