



Recognition & Partnership Agreement between SPT, Unison and Unite

Committee Personnel

Date of meeting 26 April 2024

Date of report 19 February 2024

Report by Director of Finance & Corporate Support

1. Object of report

To inform the Committee of the Recognition & Partnership Agreement between SPT, Unison and Unite the Union, which has been reviewed, updated and subsequently subject to consultation with the recognised Trade Unions.

2. Background to report

- 2.1 SPT's Information and Consultation of Employees (ICE Agreement) has been in place since 2008.
- 2.2 SPT recognised that this agreement needed to be reviewed and modernised to ensure that SPT, Unison and Unite the Union committed to work in partnership and to change, improve and modernise the employee relations environment.
- 2.3 All parties recognise that SPT employees are key to providing the highest standards in public transport and transport facilities in the West of Scotland.

3. Outline of proposals

- 3.1 The new Recognition & Partnership Agreement provides a framework for all employees through Unison and Unite the Union to be included appropriately in early discussions of and make contributions to strategic decisions which may affect the organisation and ways of working.
- 3.2 The newly established Partnership Forum provides a structured forum for the determination of matters relating to pay (excluding annual inflationary pay increases which follow the 'COSLA' pay agreement), grading and conditions of service of all staff.
- 3.3 These matters will be discussed by the Partnership Forum and delegated negotiations will take place through specific nominated negotiating teams where this is necessary.

- 3.4 The Recognition & Partnership Agreement sets out the commitment to and responsibilities placed upon SPT, Unison and Unite the Union.
- 3.5 The Partnership Principles which have been agreed by all parties relating to working together, areas of common interest, collaboration, resolving differences mutual trust and respects, are set out in Appendix 1.
- 3.6 A Collective Disputes Procedure which provides a framework and stages for resolving disputes is set out in Appendix 2.
- 3.7 The Union Facilities Agreement which details the facilities that SPT will provide and arrangements for time off for trade union duties and activities is set out in Appendix 3.

4. Committee action

The committee is recommended to note the attached Recognition & Partnership Agreement, which has been subject to consultation with the recognised Trade Unions.

5. Consequences

Policy consequences	<i>Introduction of a new Recognition & Partnership Agreement to reflect the ACAS Guide on Trade Union and Employee Representation and Code of Practice on Time Off for Trade Union Duties and Activities.</i>
Legal consequences	<i>Recognition & Partnership Agreement complies with legislation.</i>
Financial consequences	<i>None.</i>
Personnel consequences	<i>HR to ensure the changes are communicated to all SPT employees.</i>
Equalities consequences	<i>None envisaged.</i>
Risk consequences	<i>Not introducing a Recognition & Partnership Agreement may result in non-compliance with the ACAS Guide and Code of Practice and good practice.</i>
Climate Change, Adaptation & Carbon Consequences	<i>None directly.</i>

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RECOGNITION & PARTNERSHIP AGREEMENT

BETWEEN

SPT, UNISON AND UNITE THE UNION

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1. Introduction

- 1.1 Strathclyde Partnership for Transport (SPT), established by virtue of the Transport Act (Scotland) 2005 is responsible for the planning, promotion and delivery of transport solutions in the West of Scotland. This includes owning and operating the Glasgow Subway, planning and subsidising socially necessary bus services as well as development and delivery of major capital infrastructure solutions.
- 1.2 SPT is committed to improving the standard of public transport and transport facilities in the West of Scotland and recognises that this will be achieved by its services being delivered by a competent, confident workforce, listening to the views of all stakeholders, and in particular the customers who use or could use the services SPT provides.
- 1.3 Recognising that our employees are key to organisational success, SPT and representative unions are committed to working in partnership to bring about change, improvements and a modernised employee relations environment.
- 1.4 This document sets out the Partnership Agreement between SPT and the 2 representative unions, UNISON and Unite the Union.

2. Partnership Agreement

- 2.1 The Agreement covers all employees (with the exception of Chief Officials).
- 2.2 The Partnership Forum (PF) has two principal purposes, namely:
 - To enable staff, through the recognised trade unions Unite the Union and Unison to have early discussion of and make a contribution to strategic decisions which affect the organisations and their way of working;
 - To provide a formal forum for the determination of matters relating to pay (excluding annual inflationary pay increases which follow the 'COSLA' pay agreement), grading and conditions of service of all staff. Such matters will be overseen by the PF, with delegated negotiation to a specific negotiating team.
- 2.3 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. The Parties are further committed to ensure that the treatment of staff will be fair and equitable in all matters.
- 2.4 The PF will allow staff to be properly involved and contribute to the shape and implementation of decisions which affect their work, where appropriate. It is intended to foster a long-term strategic relationship between management and trade unions.
- 2.5 Consultation will be aimed at developing shared understanding with a view to reaching agreement around change to service delivery and development of modern working practices.

- 2.6 The PF will be made up of representatives from both Unions and SPT Management. Union representatives include 2 Convenors from Unite the Union, and 2 Convenors from Unison. SPT Management representatives will include the Chief Executive, 2 members of the SPT 'Strategy Group' and the Head of HR.
- 2.7 Twice per annum the PF will be expanded to take the form of a wider information and communication session at which union convenors will be invited to attend with shop stewards. Equally, SPT will invite other officers as may be relevant to address the agenda items.
- 2.8 The PF will be supported by local ICE meetings.
- 2.9 Partners in the Forum will commit themselves to SPTs core values, namely:
- **Customer Focus**
Delivering consistently what the customer wants.
 - **Integrity**
Doing the right thing, and treating others how we would expect to be treated.
 - **Inspiring**
Improving what we do by nurturing and using our full potential to use creativity to be the best.
 - **Professionalism**
Setting standards for everything we do and striving to achieve them at all times.
 - **Working with others**
Actively seeking out opportunities to work with others to deliver a shared goal.
- 2.10 SPT and the Unions are committed to a well-managed and modernised workforce. In addition, PF members have committed to supporting the above values with a commitment to:
- Developing and implementing best employment practice
 - Maximising employment and organisational security, and
 - Encouraging consensus, collaboration and inclusion.
 - Developing staff to the betterment of the organisation.
- 2.11 SPT confirms its commitment to reasonable time, efforts and resources to introduce a new system of employee relations at all levels which will encourage dialogue, consensus and the professional approach to employee relations.

2.12 SPT is committed to ensuring, within the financial constraints the organisation operates within, that their staff are:

- Involved in decisions which affect them, whilst recognising SPT Management's right to manage (see Point 2.2 in relation to strategic decisions).
- Well informed
- Appropriately trained
- Treated fairly and consistently, and provided with an improved and safe working environment

2.13 SPT will:

- Recognise both Unison and Unite the Union.
- Facilitate both unions the opportunity to liaise with new employees at the introduction phase of employment.
- Support Unite the Union and Unison Elected Representatives by agreeing a Facilities Agreement within the resources available to the organisation (see Appendix 3).
- Agree appropriate and managed time off for trade unions officials (Convenors, Shop Stewards, Equality Reps, H&S Reps, Learning Reps, Workplace Reps, Environmental Reps) and members.
- Allow a representation of elected Trade Union Representatives time off with pay to attend their respective National/Regional Industrial Conferences and their National/Regional Industrial Committee Meetings. This to be managed within resources available, and subject to operational requirements.
- Support reasonable time off for training of Trade Union representatives to ensure maximum benefit of partnership working.
- Consult and negotiate with Trade Unions, with a view to reaching agreement.
- Agree formal processes and procedures to ensure proper consultation, negotiation and good employee relations.
- Encourage the role of the Trade Unions in joint working.
- Provide appropriate support to managers and trade union representatives to ensure both sides can make a full and meaningful contribution.

2.14 The Trade Unions will:

- Consult and negotiate with SPT, with a view to reaching agreement.
- Agree formal processes and procedures to ensure proper consultation, negotiation and good employee relations.
- Represent individual and collective concerns within the principles of partnership working.
- Act in consultation with their members to participate in a genuine partnership approach to employee relationships.
- Support, consult and train union representatives.
- Respect the need for Confidentiality. SPT and the Unions have jointly agreed a series of principles which underpin the operation of the agreement. These are documented in detail at Appendix 1.

2.15 In respect of pay, SPT is aligned to the pay awards for employees whose terms and conditions come within the framework of the Scottish Joint Council for Local Government Employees. The PF or Local sub-committees will meet to discuss, consult and negotiate,

if appropriate, on other issues including changes to shift patterns and associated allowances.

3. Partnership Forum

- 3.1. The PF will be established to create a collective body which can contribute to and influence how SPT services will be delivered by;
 - Providing access to information and plans, and
 - Encouraging a free exchange of views.
- 3.2. Wherever possible, general agreement within the PF is the preferred and expected arrangement in communicating the conclusions and decisions of the PF.
- 3.3. Where the PF is unable to resolve differences by consensus, in circumstance where this is a requirement, the PF will seek an alternative means of reaching an agreement including the use of internal mediation. However, the right to disagree by all parties is recognised and further that differing views will be respected.
- 3.4. Internal mediation, where chosen by all relevant parties, will consist of a forum attended by one independent person, a nominated SPT representative and a nominated Union representative (from the same Union) to review the issues and work collectively to facilitate a solution. Operation of this process will be continually monitored to ensure application fairly and consistently. The outcome of the independent mediation will be referred to the PF for consideration.
- 3.5. Where internal mediation is not chosen or has failed to resolve the differences, all parties have the option to progress together to external mediation utilising ACAS.
- 3.6. Trade union full time officials may attend in a supportive capacity to any PF meeting.
- 3.7. Secretariat support for the PF will be provided by SPT.
- 3.8. The PF in the initial 12-month period will be chaired by an independent representative, jointly agreed. Thereafter, the chair will be reviewed.
- 3.9. The PF will have the opportunity for persons with special interest or particular expertise to attend meetings or to service specific working groups.
- 3.10. The PF will meet at a minimum of quarterly and thereafter as required should this be necessary.
- 3.11. A draft agenda shall be circulated 5 working days in advance of each meeting and structured to address issues which affect the organisation in its widest form. All parties to have equal influence in setting the meeting agenda, provided they follow the agreed meeting procedures.

- 3.12. Health and Safety Policy will be a standing item on all PF agendas, although this does not remove the need for Health and Safety to be discussed at local levels, or undermine the accountability of Health & Safety Committees.
- 3.13. A minute of each meeting will be agreed and circulated within 21 working days of each meeting.
- 3.14. The terms of this agreement will be subject to an initial review 12 months from the date of the first meeting and thereafter on an annual basis.

<p>On Behalf of Strathclyde Partnership for Transport</p> <p>Signature:----- Valerie Davidson, Chief Executive</p> <p>Signature:----- Neil Wylie, Director of Finance & Corporate Support</p>	<p>On Behalf of Unite the Union</p> <p>Signature:----- Andrew Brown, Regional Officer</p> <p>Signature:----- Barry McKeown, Convenor</p> <p>Signature:----- Paul Russell, Convenor</p>
	<p>On Behalf of Unison</p> <p>Signature:----- Brian Fisher, Service and Conditions Officer</p> <p>Signature:----- Thomas Daly, Convenor</p>

Appendix 1

Partnership Principles agreed by both SPT and the Recognised Trade Unions (Unite the Union and Unison).

Principles:

- Both the Trade Unions and SPT recognise that their respective interests are enhanced by working together.
- Both the Trade Unions and SPT to the partnership recognise that there are areas of common interest, issues on which all can collaborate, and issues on which there is the potential for conflict of interest; and that conflict needs to be managed in a way that does not endanger the relationship.
- Both the Trade Unions and SPT recognise and respect each other's legitimate interests and aim to resolve differences through dialogue and compromise, rather than coercion.
- Both the Trade Unions and SPT have a willingness to build mutual trust, confidence and respect and work together for the benefit of all.
- Both the Trade Unions and SPT recognise the respective voice of the employee and the employer. Direct and collective representation – provides opportunity for staff to influence decisions which affect their work and their well-being.
- Both the Trade Unions and SPT agree that partnership working involves the mutual sharing of information between the parties and informal dialogue at all levels of management, staff and union representation.
- Both the Trade Unions and SPT agree that the partnership does not replace national pay negotiation, consultation and problem-solving dialogues. Trade Unions retain the right, where appropriate, to communicate and advise their members of any potential changes.

COLLECTIVE DISPUTES PROCEDURE

1. Introduction

- 1.1 Both SPT and the recognised Trade Unions agree that mechanisms will be put in place to allow for consultation and negotiation to take place at appropriate levels within the organisation.
- 1.2 All parties intend to consult and negotiate in good faith and to employ their best endeavours to secure agreement.
- 1.3 If, however, agreement cannot be reached, the collective disputes procedure can be enacted.

2. Stage 1

- 2.1 The issue should be raised in writing by the trade union(s) with the appropriate manager.
- 2.2 A meeting between management and the appropriate trade union(s) representatives should be set up within 5 working days. A decision will be given within 5 working days of the meeting taking place. Where more than one meeting is required these should take place over a period covering no more than 15 working days and the outcome notified within 5 working days of the final meeting.
- 2.3 The Head of HR should be sent a copy of the collective grievance for information and monitoring purposes.

3. Stage 2

- 3.1 If agreement is not reached at Stage 1, the matter should be referred, in writing, by the trade union(s) (within 5 working days of receipt of decision) to the Director of Finance & Corporate Support or Director of Transport Operations, as appropriate. A meeting between the Director of Finance & Corporate Support or Director of Transport Operations and the appropriate trade union(s) representatives will take place within 15 working days of the request. A decision will be given within 5 working days of the meeting taking place. Where more than one meeting is required these should take place over a period covering no more than 15 working days and the outcome notified within 5 working days of the final meeting.
- 3.2 The Head of HR will attend the Stage 2 meeting(s) in an advisory capacity.

4. Stage 3

- 4.1 If the matter is not resolved through the collective disputes procedure, a formal failure to agree may be registered and the parties may jointly agree to refer the issue to ACAS for conciliation and/or to the Joint Secretaries of the Scottish Joint Council.

5. Status Quo

- 5.1 In the event of any difference arising which cannot immediately be resolved, whatever practice, agreement or working conditions existed prior to the difference shall continue to operate pending a settlement or until the procedure has been exhausted.
- 5.2 Both parties accept the Status Quo clause imposes obligations on both Management and the Trade Unions to take no precipitative action whilst the issue is still under consideration and the procedure has not been exhausted.

6. Timescales

- 6.1 It is in the best interests of all that collective disputes are dealt with as promptly as possible. The timescales set within this procedure should be strictly adhered to unless exceptional circumstances prevail when the parties should mutually agree to vary the timescale.
- 6.2 The term 'working days' used within this procedure covers the period Monday to Friday.

7. Keeping Records

- 7.1 Written records will be kept and shared during the collective disputes process. These will include:
- Details of the nature of the collective dispute submitted by the trade union(s);
 - The response given by management at each stage;
 - Action taken and reasons for it;
 - Whether the collective dispute progressed through the procedure.

8. Monitoring

- 8.1 Data on collective disputes and timescales within which they were dealt with will be collected and collated on a quarterly basis and a report submitted to the appropriate Committee, and the PF for consideration and comment.

UNION FACILITIES AGREEMENT

1. Introduction

Strathclyde Partnership for Transport (henceforth “SPT”) and Unite the Union and Unison (henceforth “the Unions”) recognise that it is to the mutual benefit of the Employer and its workers whether they be directly or indirectly employed, for the workers to be represented by the Union and therefore recognises the right of the Unions to represent and negotiate on their behalf.

2. General Principles

The purpose of this procedure is to establish a framework within which the relationship between SPT, its workers and the Union can be further established and maintained.

3. Representation

SPT recognises the rights and responsibilities of the Union to represent its members' interests, bargain collectively on their behalf and accordingly accepts that the Unions will elect within the workplace representatives, including Health and Safety Reps, Union Learning Reps and Equality Reps in accordance with its rules and constitution.

The Unions shall notify SPT of the names of the Shop Stewards and other Reps in writing.

Each Shop Steward/Rep will be issued credentials signed by the Unite or Unison Regional Officer.

4. Election of Shop Steward/Rep

In recognising the importance of the role of the Shop Steward/Rep it is agreed that the Unions will conduct elections in accordance with their Rules and Regulations. It is agreed that all Union members, both directly and indirectly employed will be permitted time off with pay to participate in such important elections.

5. Time Off for Trade Union Duties and Activities

SPT shall permit Union representatives to take reasonable time off with no loss of earnings during working hours, for the purpose of enabling the worker to carry out those duties and/or activities which are related to the workplace and being an official of the Union providing that monthly or 6-monthly facility time returns are completed by all representatives and submitted to the Head of HR to ensure that SPT can comply with The Trade Union (Facility Time Publication Requirements) as a public sector employer.

This may include time off to attend:

- National and Sector wide Shop Stewards Committees, Unite Constitutional Committees,
- Company/Industrial Combine Committees,
- European Works Council meetings as the elected representatives, including pre-meetings and reporting back.

Newly recruited staff will be provided with details of the recognised Trade Unions and Convenors contact details by the HR Representative at the induction stage.

Facilities will be provided for Shop Stewards to regularly meet their members on site(s), during working hours, with prior agreement from site management.

SPT shall permit a worker who is a member of the Union to take reasonable time off with pay during working hours for the purpose of taking part in trade union activities.

Union full time officials will be permitted to meet Shop Stewards/ Reps, members and potential members on, or off, site(s) during working hours by prior arrangement with management. Requests will not be refused without “**just cause**”.

6. Shop Stewards Committee

The parties recognise that the elected Shop Stewards/Reps Committee has a vital role to play within the agreed procedural arrangements and as officials of the Union. In order to maintain constructive and representative industrial relations it is agreed that collectively the Shop Stewards/Reps Committee will be afforded (**see Section 8.**) paid time off during working hours per week in addition to that required for trade union duties and activities. The Shop Stewards/Reps Committee will inform management as to how the hours are to be split between the elected Shop Stewards/Reps. Both parties believe that such agreement is vital in order for industrial relations to operate effectively and for there to be meaningful dialogue between the parties.

7. Shop Stewards Committee

The parties recognise that it is in their best interests that Union representatives understand their role and rights and should receive appropriate training as agreed and approved by the Union. As a minimum, this will include Unite and Unison training courses on topics such as:

- Bargaining
- Organising and recruitment
- Health and Safety
- Equality
- Pensions

8. Facilities for Shop Stewards/Reps

Shop Stewards/Reps will be afforded facilities to enable them to carry out their responsibilities efficiently and to communicate effectively with Union members, during working hours.

In line with the ACAS Code of Practice, these include:

- Accommodation for meetings;
- Dedicated and secure office space;
- A computer with a secure email address;
- Access to a phone, office equipment such as a locked filing cabinet, free photocopying/printing and internal workplace mail;
- Use of dedicated Union notice boards including electronic communications i.e. email and the ability to freely distribute official Union communications.

9. TIME OFF

Every effort will be made to support the time off as detailed below however, it must be recognised that SPT is a 364 day/24 hour customer-facing operation and that all time off will be subject to SPT meeting its business and operational demands.

Requests will not be unreasonably refused.

Requests for time off will be managed locally.

Senior Shop Steward/Convenor	1 day per week, where appropriate
Workplace & Health & Safety Rep	½ shift per week, where appropriate
Equality & Learning Rep	2 hours per week, where appropriate