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**The content of new voluntary trade union recognition agreements 1998-2002.  
Volume one - an analysis of new agreements and case studies.**

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**EMPLOYMENT RELATIONS  
RESEARCH SERIES NO.26**

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trade union recognition  
agreements 1998-2002: Volume  
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The views expressed in this report are the authors' and do not necessarily reflect those of the Department of Trade and Industry or the Government.

# Foreword

The Department of Trade and Industry's aim is to realise prosperity for all. We want a dynamic labour market that provides full employment, flexibility and choice. We want to create workplaces of high productivity and skill, where people can flourish and maintain a healthy work-life balance.

The Department has an ongoing research programme on employment relations and labour market issues, managed by the Employment Market Analysis and Research branch (EMAR). Details of our research programme appear regularly in the ONS journal *Labour Market Trends*, and can also be found on our website: <http://www.dti.gov.uk/er/emar>

DTI social researchers, economists, statisticians and policy advisors devise research projects to be conducted in-house or on our behalf by external researchers, chosen through competitive tender. Projects typically look at individual and collective employment rights, identify good practice, evaluate the impact of particular policies or regulations, or examine labour market trends and issues. We also regularly conduct large-scale UK social surveys, such as the Workplace Employment Relations Survey (WERS).

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The views expressed in these publications do not necessarily reflect those of the Department or the Government. We publish them as a contribution towards open debate about how best we can achieve our objectives.



Grant Fitzner  
Director, Employment Market Analysis and Research

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# Glossary of abbreviations and acronyms

Acas	Advisory Conciliation and Arbitration Service
CAC	Central Arbitration Committee
DTI	Department of Trade and Industry
EPA	Employment Protection Act 1975
JNB	Joint Negotiating Body
LRD	Labour Research Department
NJIC	National Joint Industry Council
PFI	Private Finance Initiative
PSI	Policy Studies Institute
RPI	Retail Price Index
SERPS	State Earnings Related Pensions Scheme
SSP	Statutory Sick Pay
TOIL	Time off in lieu
TUC	Trades Union Congress
TUPE	Transfer of Undertakings (Protection of Employment) Regulations 1981
WLRI	Working Lives Research Institute

# Executive summary

The vast majority of new voluntary recognition agreements were formal written agreements for full collective bargaining. Just over one in five limited the scope of bargaining to a combination of pay, hours and holidays. Most did not specify bargaining topics but were more generally defined as covering 'terms and conditions'. Pensions, training and equal opportunities when mentioned were more likely to be specifically excluded than included. The case studies show that collective agreements only provide a partial picture about what happens in practice.

## Aims of the study

This report describes a statistically representative sample of voluntary trade union recognition agreements drawn from the TUC/LRD surveys of new recognition deals reached between 1998 and 2002. The analysis was based upon the text of 213 recognition agreements supplemented by the findings of nine case studies drawn from the sample of agreements. The case studies explored the reality of the bargaining relationship and bargaining outcomes following recognition, as perceived by the parties themselves. This will be developed further in the third stage of the research, which will focus on the findings of a survey of employer, and if feasible, trade union representatives. The third stage will be published in the DTI's Employment Relations Research Series in 2004.

The context for this study was the increase in voluntary trade union agreements recorded both prior to and following the implementation of the statutory trade union recognition procedures in June 2000 (as introduced by the Employment Relations Act 1999).

The study aimed first, to establish the form that new recognitions have taken through a content analysis of the recognition agreements. This focussed upon the depth of recognition – whether negotiation, consultation, or information sharing – and its scope in terms of both the 'core' issues of pay, hours and holidays, and the 'non-core' issues of pensions, training and equal opportunities. The study also determined how far the agreements included a range of procedural issues. The case studies looked at the reality of bargaining following recognition. They captured the processes and relations which developed and the wider factors which influenced bargaining.

## The form recognition has taken

- The vast majority (85 per cent) of new voluntary recognitions concluded between 1998 and 2002 took the form of formal written agreements. In only a small minority (three per cent) was recognition confirmed by supporting documentation rather than a formal agreement. In a slightly higher proportion of cases (six per cent) recognition was based upon a verbal agreement or understanding. In six (two per cent) of the sample of recognition agreements recorded by the TUC/LRD survey, it was discovered that no new recognition agreement had in fact been signed in the past five years.
- In nine out of ten (89 per cent) of the agreements in the sample where recognition was verified, the union was still recognised by the employer at the time of this study. In nine per cent of cases the workplace had subsequently closed. In only five cases (two per cent) had recognition not survived; in one through derecognition, and in another two because union membership had collapsed; in a further case union members had been transferred to the company, but no recognition agreement actually signed (the circumstances of the fifth case were unknown).
- Although a number of agreements appeared to be based upon model procedures provided either by the union or the employer, most had been adapted or developed, implying that the parties had actively bargained over the content of the agreement.

## The depth of recognition

- The content analysis of the 213 recognition agreements showed that over eight out of ten (82 per cent) appeared to provide recognition for collective bargaining either at workplace or employer level. In another seven per cent terms and conditions were covered by collective bargaining at national or industry level.
- In less than one in ten agreements (nine per cent) trade union recognition did not extend to collective bargaining but was limited to either consultation or collective representation (where unions provide a voice for their members as a group to the employer).
- In nine out of ten cases (90 per cent) the union had sole bargaining or representational rights for the bargaining unit covered by the agreement. There was joint recognition of more than one union for the bargaining unit in fewer than one in ten agreements (nine per cent). Only five of these 19 agreements specified single table bargaining (two per cent of all agreements).
- Just over one in five agreements (22 per cent) were referred to in the title or text of the agreement as a 'partnership', but there was variation in the extent to which the term was defined in agreements and what was

meant by it. The case study material highlighted the difficulties the parties had in attempting to define 'partnership'. They also suggested that the concept of partnership was something more organic that developed over time.

### The context of recognition

- From the text of agreements it was stated that three per cent of agreements were the result of the transfer of workers to the organisation under the Transfer of Undertakings (Protection of Employment) Regulations 1981. However, the case study material suggested that this was likely to be an underestimate of the influence of privatisation and contracting out upon union recognition.
- Whilst it is not possible to establish the context and background to recognition from the text of agreements, the case study material suggested that organisational change had encouraged recognition. This could be a change in ownership or management, but attempts by existing management to introduce significant changes to terms and conditions of employment also provoked unionisation.

### The scope of recognition – core issues

- Of the 175 agreements where there was provision for either employer or workplace collective bargaining, just over one in five (22 per cent) confined the scope of negotiations, in substantive terms, to one or more of pay, hours or holidays. Of these 38 agreements, 33 (or 20 per cent of all agreements providing for collective bargaining) exactly mirrored the statutory model of bargaining introduced by the statutory recognition procedure in specifying the three core issues – pay, hours and holidays. In four of the remaining five, bargaining was restricted to pay only and in the other to pay, hours and health and safety, but not holidays.
- In just under one in ten cases (nine per cent) the scope of bargaining on substantive issues was specified exhaustively in agreements, but went beyond pay, hours and holidays. In some cases agreements were restrictive and the scope only just went beyond the core issues, but in others it was more expansive.
- In another just under one in ten agreements (nine per cent) bargaining specified a number of issues which may be included, but the list was not defined as exhaustive. In most of these agreements the scope of bargaining was extensive.
- Pay was specified as a subject for negotiation in under three quarters (69 per cent) of collective bargaining agreements; hours in under half (45 per cent) and holidays in just over a third of cases (37 per cent). In only one

case (under one per cent) was pay specifically excluded. In three per cent of agreements hours were proscribed and an identical proportion excluded holidays.

- In over half of collective bargaining agreements (56 per cent) bargaining coverage was defined in general terms as over 'pay and conditions' or 'terms and conditions'. In a small minority of agreements (four per cent) although it appeared that the union was afforded bargaining or negotiating rights, there was no mention of any issues that this might cover.
- The case studies show that the definition 'terms and conditions' could embrace a range of issues and in at least three cases were defined 'in their broadest sense' or as covering any issues affecting the interests of employees.
- The case studies pointed to bargaining over annual pay increases as central to new bargaining relationships and demonstrated that recognition has resulted in active bargaining on pay. The ability of the parties to negotiate effectively on pay was, in some cases, limited by factors beyond their control, for example, parameters on the resources available for pay set by parent companies.

#### The scope of recognition – non-core issues

- Pensions, training and equal opportunities were less likely to be specifically included in, and more likely to be specifically excluded from, the scope of bargaining. Pensions were stated as a subject for negotiation in under one in ten agreements where there was collective bargaining (eight per cent), but specifically excluded in nearly a third (31 per cent) of agreements.
- The case studies confirm that pensions were often excluded from negotiations. The scope for bargaining on pensions has been affected by changes in pension provision; in half of the case studies, companies had moved from final salary to group personal pension schemes. Together with the fact that in at least two other cases pension provision was determined at parent company level, there were limited opportunities for bargaining on pensions.
- Training and equal opportunities were each included in fewer than one in ten cases (seven per cent) and specifically excluded in nearly a third (31 per cent), although a number of agreements provided for consultation or representation over these issues. In many cases the agreement contained a commitment to equal opportunities or to the development of such policies.



- Evidence from the case studies suggested that although training was not generally specified as a bargaining issue, Union Learning was facilitating joint activity in the workplace.
- The case study material showed that most employers were open to discussions with unions on equal opportunities. However, equal opportunities tended to be employer-led and unions at workplace level often seemed to have had no clear bargaining agenda on this and family-friendly issues, or had not yet developed one.
- Sick pay is slightly more likely than pensions, training and equal opportunities to be included in the scope of bargaining (11 per cent of agreements) and less likely to be excluded – in a quarter (25 per cent) of agreements it was explicitly not the subject of negotiation. The case studies provided a number of examples of active bargaining on sick pay.
- Redundancy was specifically included as an issue for negotiation in fewer than one in ten agreements (nine per cent) where there was collective bargaining and excluded in over a quarter (27 per cent).
- Fewer than one in ten agreements (seven per cent) specifically provided for collective bargaining on ‘family-friendly’ policies; namely maternity and paternity or maternity support leave and pay, parental leave, adoption leave, compassionate or bereavement leave and time off for domestic emergencies.
- In the case studies managers expressed surprise that unions had not raised certain issues in bargaining. In some cases this reflected the inexperience of union representatives and the fact they had not received training. However, union representatives also stated their intention to first establish a relationship with the employer and to develop a bargaining agenda over time.

### Bargaining machinery

- Recognition agreements did not necessarily provide an institutional framework for collective bargaining. Over a half (55 per cent) of those agreements with a commitment to collective bargaining contained a reference to a formal bargaining body or procedure, under half (43 per cent) did not.
- The agreements showed that over one in ten (15 per cent) employers had introduced or retained a separate consultative body. The case studies confirmed the emergence of dual channels of communication. In some cases these were a response to employer dissatisfaction with formal union channels of representation and/or anticipation of Information and Consultation legislation.

## Bargaining processes and relationships

- In addition to the core and non-core issues, evidence from the case studies emphasised that it was often the smaller day-to-day workplace issues that were important to workers. It was often on these issues that the union could affect change following recognition, for example the provision of on-site washing facilities.
- For the parties to the case studies, the benefits of recognition were often seen in terms of collective representation. For employers it provided a mechanism whereby the workforce could 'have a say'. For workers it was the importance of having a 'voice', whilst recognition also provided a sense of security in the workplace.
- In all but one of the case studies the union representatives perceived that recognition had been a catalyst for improved industrial relations. In many of these cases recognition had emerged from a background of poor industrial relations possibly provoked by a particular grievance. Managers were sometimes more cautious, but appeared to appreciate the benefit of more formal employee representation.

## Reference to procedural issues

- Under half of the agreements (47 per cent) included a statement on management's right or responsibility to manage the organisation. Just over one third (36 per cent) contained no such reference.
- In over one third (38 per cent) of agreements there was some provision for organisational change; whether the introduction of new technology or new working practices or something more general. Under half (45 per cent) made no reference to how organisational change may be dealt with. However, very few agreements allowed for negotiation over the introduction of new technology (two per cent) or new working practices (three per cent).
- Over half of agreements in the sample (52 per cent) provided for some form of collective disputes resolution. In just over one third (35 per cent) this was a specific disputes resolution procedure; in fewer than one in ten (six per cent) it took the form of a collective grievance procedure; and in one in ten (ten per cent), a negotiating procedure that contained a dispute resolution process. In just over one in five agreements (22 per cent) there was no disputes procedure, although in eight per cent there was reference to a procedure that was not attached.
- Just over one in five (22 per cent) of agreements contained a status quo provision; over half did not (56 per cent). These provisions referred to where proposed changes to terms and conditions, or work organisation, are deferred until domestic disputes procedures are exhausted.

- In just over a quarter of sampled agreements (26 per cent) there was provision for direct communication by the employer with employees, alongside union representation. In over half (57 per cent) there was no such provision.
- The case studies emphasised that content analysis alone does not necessarily identify procedural arrangements. The fact that many agreements made no mention of disciplinary, grievance or other procedures implied neither that they did not exist, nor that they were excluded from the scope of bargaining.

### About this project

The research was undertaken as part of the Department of Trade and Industry's Employment Relations research programme. It was carried out by the Working Lives Research Institute at London Metropolitan University, with assistance from the Policy Studies Institute. The authors of the report are Sian Moore and Sonia McKay (WLRI). Helen Bewley (PSI) provided support for the statistical analysis. Louise Raw (WLRI) was the research assistant.

The third stage of this study will be published as a separate volume in the DTI's Employment Relations Research Series in 2004.

# 1

## Introduction and background

‘One of the striking contemporary features of British collective bargaining, compared with say collective bargaining in the U.S, is the poverty of its subject matter, the limited range of substantive issues regulated by written and formally signed agreements’. (Flanders 1964: 158)

The Employment Relations Act 1999 established a statutory recognition procedure, which came into operation in June 2000. The Government’s intention was to introduce a mechanism for union recognition where a majority of the workforce was in favour, but that it should be used as a last resort, its existence encouraging the conclusion of voluntary agreements (Fairness at Work, 1998). The TUC/LRD surveys, used as the basis for this research, have demonstrated a rise in the number of voluntary recognition agreements concluded over the period 1995 to 2002, with a surge immediately preceding and immediately following the introduction of the statutory procedure. In its Consultative Document on the Review of the Employment Relations Act, published in February 2003, the DTI drew upon this alongside other evidence of the increase in voluntary recognition agreements to support its claim that ‘the procedure is, overall, working well’ (Department of Trade and Industry, 2003).

To date there has been little research on the coverage and content of voluntary recognition agreements concluded in the light of the law or on the outcomes of the process of recognition. Following an award of statutory recognition the parties are obliged to bargain only on pay, hours and holidays, but they may agree to broaden the scope of their agreement. The statutory model is considered by unions to be restrictive in its scope (TUC, 2003). However, the knowledge that the ultimate outcome of a statutory award may be prescriptive, along with the uncertainties surrounding the process itself, may deter the parties from going down the statutory route and provide an incentive to conclude a voluntary agreement that might better suit either or both parties.

The statutory procedure included a legally enforceable method of bargaining (The Trade Union Recognition (Method of Collective Bargaining) Order 2000 SI2000/1300). The Central Arbitration Committee (CAC), the body charged with handling the statutory recognition procedure, may impose this method if the parties cannot come to their own agreement,

although the CAC can depart from the specified method if it deems it appropriate. As of May 2004 CAC data showed that it had imposed a method of bargaining in eight cases, although it had records of 60 recognition agreements where the bargaining method had been concluded by a voluntary agreement between the parties following a statutory award. There were a further 28 cases where an award of recognition had been made but where a method of bargaining had not yet been concluded. The highly prescribed procedural arrangements laid down in the method of bargaining, again may have been designed to encourage the parties to conclude a procedural agreement following a statutory award.

This context gives rise to three hypotheses. First that since voluntary recognition is defined by less adversarial relationships than recognition which is the outcome of a statutory award, the scope and depth of voluntary agreements will be wider and bargaining relationships more constructive (Moore et al., 2000). Similarly where a CAC case is withdrawn and recognition concluded (a semi-voluntary agreement), it is possible that bargaining will be more expansive than where a statutory award is made. A second hypothesis is that a voluntary recognition agreement might be signed in order to pre-empt the statutory route and in these circumstances either party may be prepared to make concessions limiting the scope and depth of recognition, depending upon the strength of the union in the workplace. Finally the legislation may have a shadow effect: the existence of a legal route to recognition may encourage the codification of voluntary recognition in the form of formal written agreements and further, new voluntary recognition agreements may reflect the statutory model in terms of the scope of bargaining and/or procedures.

During the first year of the operation of the statutory procedure, in the case of UNIFI and the Bank of Nigeria (TUR1/16[2000]), the CAC ruled that pensions were included in the definition of pay for the purposes of bargaining. As CAC determinations do not establish precedent there was no obligation on future CAC panels to make similar determinations. Nevertheless the impact of the Bank of Nigeria determination may have strengthened the resolve of unions to include pensions within voluntary recognition agreements. In its review of the Employment Relations Act (DTI, 2003) the Government proposed to clarify that pensions should not be regarded as 'pay' for the specific purposes of the procedure. Provisions in the Employment Relations Bill 2003 specifically exclude pensions from the definition of pay, although it gives the Secretary of State the power to make an order to add pensions to the three core topics at an unspecified future date.

Jenkins and Sherman (1977) suggest that until the 1970s there had been little negotiation on pensions, 'in many senses the British trade union movement arrived very late on the scene as far as pensions are concerned with only the central and local government and other white collar unions taking much active interest prior to 1972'. This is a reflection, perhaps of the relatively late arrival of any pension provision for retired workers, with a

universal contributory state pension not introduced until 1946. Thus it was not until at least the early 1970s that UK workers could begin to assess the value of state pension provision against their economic needs in retirement and thus campaign for an occupational pension to supplement the limited state provision. In the late 1970s government legislation allowing workers to contract out of the State Earnings Related Pension Scheme (SERPS) and the requirement for employers to consult on this may have encouraged negotiation on pensions. Bargaining in the 1980s was defined by the equalisation of the retirement age for men and women and the introduction of new rules for pension fund surpluses. The latter could provide the opportunity for enhanced benefits, but also for cuts in employer contributions. In the 1990s the ending of many final salary schemes further altered the union bargaining agenda and this was reflected in the case studies undertaken for this research. However, it is likely that union activity on pensions has always been variable and inhibited by the status of pension schemes as separate legal entities generally run by a board of trustees, which may or may not include union representation.

The Government has stressed that training and equality are both important aspects of the employment relationship, but has stated that it does not intend to add these to the core bargaining issues contained in the statutory model of bargaining (DTI, 2003). There is, however, the requirement in Schedule A1 of the Employment Relations Act 1999 that in cases where there has been a statutory award of recognition and where the CAC has imposed a method of bargaining, the employer must invite trade union representatives to meetings every six months to consult and inform on training policies for workers in the bargaining unit.

As with pensions, it could be argued that equal opportunities and so-called 'family-friendly' issues only emerged as a possible issue for workplace bargaining from the 1970s. Once again it was in the public sector that such policies were first developed, in the private sector the adoption of such measures by employers was entirely voluntary, until they began to be reflected in statutory employment policies. In terms of the content of recognition agreements equal opportunities appears to be a procedural issue, whilst 'family-friendly' policies offer the possibility of substantive gains in terms and conditions of employment. The extension of recent legislation on equality, including that outlawing discrimination in the workplace on the grounds of sexuality and religion make it more likely that such issues will form part of the bargaining agenda in the future. The government has provided statutory encouragement for the provision of 'family-friendly' policies in the workplace and a number of unions have played an important role in shaping this agenda and in improving on the statutory minimum (Workplace Report, 2004). Similarly the introduction of statutory entitlement to time off, along with specific protection from victimisation and discrimination for Union Learning Representatives in 2003 suggests that training and lifelong learning may increasingly be bargaining issues for unions.

One difficulty in any analysis of the coverage and content of new voluntary recognition agreements is the absence of any historical study of a body of union recognition agreements against which to make comparisons. Wood (2000) has described how previous statutory recognition procedures did not define the scope of bargaining. The Employment Protection Act 1975 (EPA) established a process for the resolution of union recognition disputes (referred to in the Trade Union and Labour Relations Act 1974 s. 29 (1), now s.178 of the Trade Union and Labour Relations (Consolidation) Act 1992). The issues that could be the subject of a trade dispute included terms and conditions of employment, termination and suspension of employment, disciplinary matters, membership and non-membership of a trade union, facilities for officials of the union and the machinery of negotiations. Wood notes that the fact that the EPA did not define any legally mandated subjects upon which the parties were obliged to bargain following recognition was seen by some commentators as advantageous. This was in the light of the US experience where the recognition process 'differentiated mandatory from permissible issues' and was perceived to encourage employers to restrict the scope of bargaining.

In the UK a number of commentators have traced the formalisation of the procedural nature of recognition in the 1970s, including the systemisation of negotiation and disputes procedures and arrangements for discipline and dismissal (Hyman 2003). The reassertion of managerial power in the 1980s and 1990s was seen to lead to a focus on the negotiation of organisational change and working methods at the expense of what was seen as the more 'traditional' areas of bargaining, such as pay-setting (Kessler and Baylis 1998). Hence the importance of the 'status quo' clause restricting management's right to make unilateral changes (Terry 2003).

Research suggests that the right to statutory recognition was introduced at a time when the scope of bargaining in companies that continued to formally recognise trade unions had narrowed. A study by Oxenbridge et al., conducted during 1999 and 2000, proposed that 'a fundamental change has occurred in the character of collective bargaining' concluding that 'union recognition has become a diffuse and often shallow status' (Oxenbridge et al., 2003:327). This conclusion may need to be treated with caution since it is based upon analysis of a fairly small number of companies with recognition agreements in operation (24 out of the 60 companies in their study). The research supported work by Brown et al., (1998) in identifying a particular decline in collective bargaining over pay, encouraged by the rise in individual performance-related pay.

Oxenbridge et al., (2003) also identified an increase in consultation in the workplace possibly stimulated by the right to statutory recognition, but also possibly in anticipation of the introduction of new legal rights to information and consultation. New recognitions are thus being established in the context of encouragement by the law of wider channels of employee representation, with implications for the scope and depth of collective bargaining. Recognition may co-exist with new or existing employee

consultation mechanisms or with direct communication with the workforce. For Oxenbridge et al., (2003) collective representation is taking the form, not of 'traditional collective bargaining', but increasingly of consultative and representational arrangements.

An additional factor that may facilitate recognition is the Transfer of Undertakings (Protection of Employment) Regulations 1981. The regulations were introduced into UK law to implement EC directive 77/187/EEC, the Acquired Rights Directive. The directive and the subsequent UK regulations give employees working in an undertaking acquired by a new employer the right to maintain their existing terms and conditions, provided that the transfer comes within the definition of a 'relevant transfer' under Regulation 5.

New voluntary recognition agreements are being concluded not only within a changed legal framework but also within the context of national and international economic changes, product market competition and the increasing demands of shareholders. It would therefore be surprising if new recognition or the re-recognition of unions was not taking place on a different basis to that which characterised recognition in the 1970s. At that time union membership was increasing in the public sector and amongst white-collar workers (Bain 1970), and industrial action was much more common (Waddington 2003). In contrast union membership was in decline throughout all of the period covered by the TUC/LRD survey of new voluntary recognitions (Millward et al., 2000).

Yet at the same time Flanders' (1970) analysis of industrial relations in the era of voluntarism stressed that collective bargaining in the UK was distinctive in its emphasis on procedure rather than substantive issues. It is questionable how far the scope and substance of bargaining was ever absolutely defined or codified in collective agreements, and how far this was ever their primary purpose for trade unionists. Flanders (1970) suggests that recognition may have a wider role than bargaining over substantive issues. He states that for unions the rules of collective bargaining 'provide protection, a shield for their members. And they protect not only their material standards of living, but equally their security, status and self-respect; in short their dignity as human beings.'



# 2

## Aims and objectives

In September 2003 the Department of Trade and Industry (DTI) commissioned the Working Lives Research Institute (WLRI) at London Metropolitan University to examine the coverage and content of voluntary trade union recognition agreements reached between 1998 and 2002 in the context of the statutory trade union recognition procedure introduced by the Employment Relations Act 1999.

The main objectives of the study were to:

- Provide a sound statistical estimate of the proportion of new voluntary formal agreements that include explicit reference to the 'non-core' collective bargaining issues of pensions, training and equality (excluding equal pay).
- Establish the extent to which, in practice, the 'core' issues of pay, hours and holidays and the 'non-core' issues of pensions, training and equality are perceived by the principal parties to be subject to collective bargaining, consultation, or the provision of information.

### Research strategy

The study is based upon the TUC/LRD surveys of new voluntary recognition agreements concluded between 1998 and 2002. The survey data represents the most comprehensive source of information on where voluntary recognitions have taken place. There are three stages to the study. Stage One, designed to establish the feasibility of the study, aimed to retrieve a statistically representative sample of approximately 200 recognition agreements from all those identified by the TUC/LRD surveys. This would provide a sound basis from which to estimate the extent to which formal agreements made explicit reference to substantive core collective bargaining issues (pay, hours and holidays), and non-core issues, most importantly, pensions, training and equal opportunities. A preliminary analysis of 100 randomly selected recognition agreements from those collected to date was published as part of the DTI's Employment Relations Research Series in February 2004 (Moore and Bewley 2004).

Stage One provided a detailed content analysis of a sample of 213 recognition agreements. In Stage Two nine in-depth case studies were conducted based on face-to-face interviews with employers and trade union representatives at the level of the bargaining unit. These explored and

illuminated the reality of recognition and the extent to which this was captured by the content of formal recognition agreements.

The final third stage of the study, which is currently underway, will be based on a statistically representative telephone survey of 100 managers and, if feasible, trade union representatives, drawn from the original sample of 253 recognition agreements, (but excluding the organisations participating in the case studies, those where there had been no recognition or recognition had ceased and those where the workplace had closed. This made the basis for the survey, 215). It is anticipated that the findings of this stage of the study will be published in a separate report in the DTI's Employment Relations Research Series in 2004.

### The content analysis of recognition agreements

The content analysis of the recognition agreements collected as part of Stage One of the study, and which provided the focus of this report aimed to:

- Identify whether the agreements included explicit reference to the core collective bargaining issues of pay, hours and holidays.
- Identify whether the agreements included explicit reference to the non-core collective bargaining issues of pensions, training and equality (excluding equal pay).
- Establish whether in the texts of the agreements the core issues of pay, hours and holidays and the non-core issues of pensions, training and equality, were subject to collective bargaining, consultation or the provision of information.

In addition, to provide information with reference to:

- Management's right to manage clauses: including, the right to introduce organisational change with particular reference to the introduction of technology and changes in working practices;
- Status quo provisions: whereby proposed changes to terms and conditions, or work organisation, are deferred until domestic disputes procedures are exhausted;
- The right of management to engage in direct communication with employees outside union channels.

In terms of the organisational context this analysis of agreements also provided an indication of:

- Whether the union had sole bargaining rights for the bargaining unit, workplace or organisation;

- Whether the recognition was a result of the transfer of staff to an organisation under the Transfer of Undertakings (Protection of Employment) Regulations 1981;
- Whether the agreement was defined as a 'partnership'.

### The case studies

The case studies aimed to capture the reality of bargaining relations following recognition. The interviews focussed upon:

- Employee representation and the determination of terms and conditions of employment prior to recognition;
- The background to recognition;
- Relationships between management and the union at the point of recognition;
- The process of concluding the recognition agreement;
- The scope and coverage of the recognition agreement as perceived by the parties;
- Institutions for union and employee representation and consultative and/or bargaining structures established following recognition;
- Procedures established or modified in the light of recognition;
- Union organisation since recognition;
- Pay determination since recognition – the process and outcome;
- Other changes or proposed changes in terms and conditions of employment;
- Organisational or technological change since recognition and union influence in such change or proposed change;
- Training for union representatives and management;
- The relationship between the parties since recognition.

## Content of the report

Chapter 3 begins by describing the research methodology and the process by which the statistically representative sample of recognition agreements were retrieved. It explains the sampling of the TUC/LRD survey, the data collection and the response rate.

Chapter 4 describes the form that voluntary recognitions concluded between 1998 and 2002 took, based on the content analysis of the 213 recognition agreements and the material from the nine case studies, which illustrates bargaining in action.

Chapter 5 outlines the structure and characteristics of the agreements and considers how far they were based upon models provided either by the union or employer. It looks at the proportion of agreements called or defined as a 'partnership'; the number which emerged from a business transfer (TUPE) and the extent to which agreements conceded sole recognition of the bargaining unit to a single union.

Chapter 6 focuses on the depth of recognition, in terms of collective bargaining, consultation or collective representation.

Chapter 7 analyses the scope of collective bargaining in terms of core and non-core bargaining issues and looks at the codification of terms and conditions. The case study material is used to explore what the agreements mean in practice and how far the scope of the agreements shaped subsequent bargaining.

Chapter 8 looks at the bargaining machinery and meaning of bargaining and moves from the content of agreements to bargaining processes and relationships, identifying the factors that defined bargaining relations.

Chapter 9 examines coverage of the agreements in terms of procedural issues. It identifies provisions for the right to manage, to implement organisational change and to communicate directly with the workforce. It also looks at disputes resolution procedures and status quo provisions.

Chapter 10 provides some conclusions and the implications for future research.

## The limitations of textual analysis

It is important to stress from the outset that the analysis of the 213 agreements is based solely upon an examination of the text of the formal recognition agreements. The reality of recognition as it is perceived by the parties, and the extent to which recognition reflects the content of these agreements, is explored in the case studies and will be further investigated in the Stage Three research, to be published separately in 2004. Union recognition is a dynamic relationship that changes over time and, as the

case studies show, actual bargaining relations cannot be assumed from the content of written agreements. These may deliberately avoid reference to tacit understandings and contentious matters through the ambiguous use of language. The written agreements can, at most, set out the parameters of the relationship and are starting points from which bargaining relationships evolve. The bargaining outcomes and the reality of industrial relations following recognition, as perceived by the parties themselves, are the focus of the case studies and of the next phase of the research.

# 3

## Research methodology

### Sampling from the TUC/LRD surveys of voluntary recognition

#### *The sampling frame*

This research is based upon the TUC/LRD surveys of new voluntary trade union recognition agreements conducted for the years 1998 to 2002. The data for each year was supplied by LRD to the researchers and merged into one file comprising a total of 991 cases. This data was checked against the published TUC recognition reports, since the information in these reports is verified before publication. The data was further cleaned to remove duplicate records and any anonymised agreements that would be difficult to identify for the purposes of the research. A small number of statutory agreements were also removed – that is cases where recognition had been awarded through the statutory procedure. Semi-voluntary agreements that had been initially submitted to the CAC, but then withdrawn when the parties indicated they could reach agreement, were included in the sampling frame. The cleaned dataset consisted of 958 cases. The number of cases recorded for each year, after cleaning, is shown in Table 1.

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#### 1. Voluntary recognition cases, 1998-2002

Year	Number of cases
1998	34
1999	74
2000	157
2001	444
2002	249
Total	958

Source: TUC/LRD database of voluntary union recognition agreements (2003)

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#### *The sample*

Due to time and resource constraints, the DTI required the identification of a statistically representative sample of recognition agreements, rather than copies of all the agreements detailed in the database from 1998 to 2002. A decision was made to sample around half (477) of the total number of agreements (958) on the database, with the aim of obtaining 200 recognition agreements from this sample. It was felt that this would be sufficient to provide a sound basis for analysis given concerns about the extent to which agreements would be codified.

### *Stratifying the sample*

Given the relatively small number of voluntary recognition agreements made during 1998 and 1999, and the interest in studying negotiating relationships which have had a longer time to develop, it was decided to over-sample from the first two years of the study. Accordingly all 108 cases recorded for 1998 and 1999 were included in the sample, with a further 369 cases being selected at random from across the remaining three years (using a sampling fraction of 0.44 per year). This produced an overall sampling fraction of 0.50 for the 1998 to 2002 period. In total, 477 agreements were selected, from 30 unions. The actual number of cases selected for each year is shown in Table 2.

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#### 2. Sample of voluntary recognition cases and sampling fractions

Year	Sample	Sampling fraction
1998	34	1.00
1999	74	1.00
2000	70	0.45
2001	189	0.43
2002	110	0.44
Total	477	0.50

Source: TUC/LRD database of voluntary union recognition agreements (2003)

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#### The representativeness of the sample

The characteristics of the first sample (477) of TUC/LRD agreements were compared with those of the full, cleaned dataset, in order to verify the representativeness of the sample chosen. This was of particular concern because in sampling all cases from 1998 and 1999 it was possible that unions which made fewer agreements in these early years might be under-represented in the sample as a whole. The extent to which agreements reported by national or regional officials were disproportionately sampled was also considered. The analysis was limited to a consideration of the representativeness of the sample based on these two features alone, as complete data was available for all respondents. The representativeness of the sample was established using a probit regression to predict the probability of an agreement being sampled.

Seventeen cases were dropped from the probit analysis where unions had made only a small number of voluntary recognition agreements, and either all or none of these cases were selected for the sample. From the remaining 30 unions, the probit analysis demonstrated that only one union was over-sampled, due to the high number of agreements that it reached during 1998 and 1999. There was no significant over-sampling of regional or national respondents. This suggests that the method of over-sampling from the earlier years of the TUC/LRD surveys of voluntary recognition did not bias the sample in terms of the number of agreements selected from individual unions, or the location of the respondent. Therefore there is

reason to believe that the sampled agreements were representative of the population of voluntary agreements detailed in the TUC/LRD database with regard to the unions party to these agreements and the location of the union official who reported the agreement.

### Protocols and the collection of primary data

Once the sample of 477 agreements from the TUC/LRD surveys had been drawn, a letter was sent to the general secretaries of the 30 trade unions<sup>1</sup> included in the sample (September 2003). The letter outlined the aims and objectives of the research and described how the sample was obtained. It explained that respondents would be asked to provide copies of the recognition agreements or other documentary evidence of recognition.

Since only four unions responded formally to this letter, more informal approaches were then made to establish how the information could best be provided. Of the 30 unions it was established that 14 would coordinate the provision of the agreements from their Head Offices; in some cases the agreements were held nationally, other unions decided to collate the information centrally. In the case of two of the larger unions it was agreed that information should be secured directly from regional officers. In two other cases, national officers undertook to provide the agreements, but in practice found that only a proportion of those in the sample were held nationally and then redirected the WLRI researchers to other regional or national officers.

Although some officers reported that the provision of the information would be time consuming and resource intensive, 29 of the 30 unions indicated that they were prepared to provide the information. However, one large manufacturing union indicated that it was not prepared to be involved in the study.

A short self-completion questionnaire was designed in consultation with Department of Trade and Industry (DTI) officials. The questionnaire was intended both to assist with the collection of the agreements themselves, and to serve as a back-up source of key information in the event of failing to obtain the actual agreements themselves. The questionnaire collected limited information on the form and content of each recognition agreement at the time it was agreed. It aimed to establish if the union was still recognised and, if not, whether the employer was still in business. In addition it asked for information on the number of workplaces covered by the agreement and the proportion of employees covered by the agreement. Finally the questionnaire collected the contact details of the union officer or workplace representative most involved in dealing with the employer, as

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<sup>1</sup> Two unions merged during the period of the TUC-LRD surveys; however the two sections of the union have been counted as two unions for the purposes of the report.



well as the contact details for the employer and the employer's representative most involved in the day-to-day management of employment relations. This information will be used in the next stage of the project. A copy of the questionnaire is provided, as Appendix 1.

Having gained the informed consent of the union general secretaries to carry out the study; letters were then sent to appropriate national officers and regional officers in October 2003. These outlined the aims and objectives of the research and explained how the sample was obtained. The letters described the two objectives of the survey. Firstly to secure a sample of agreements (or any supporting documentation) associated with the original recognition deal. Secondly, through the completion of the short questionnaire, to provide information on the key topics covered by recognition at the time it was agreed, and the extent of trade union involvement in a number of key industrial relations issues.

The letter was followed up with an email to national and local officers. This checked if officers had received the letter and whether they were responsible for the named agreement, if they were not they were asked to provide details of the appropriate officer. From the week beginning 20 October 2003 responses were pursued by telephone as well as email. In a substantial number of cases researchers were redirected to different officers, in some cases more than once. Only two regional officers (covering four agreements) said that they could not provide the information and this was due to pressure of work. In a number of other cases the appropriate officer was on long-term sick leave, but in all but one of these, another officer provided information on their behalf. In almost all cases regional officers and their administrative staff were extremely helpful.

### Response rate

The DTI aimed to get approximately 200 recognition agreements, as this number would be sufficient to provide a sound basis for analysis. By the end of December 2003, the Working Lives Research Institute had received 255 responses out of the 477 agreements sampled. Overall 26 of the 30 unions in the sample replied. Responses took the form of returned questionnaires and/or copies of recognition agreements. This represented a response rate of 54 per cent of the sample (excluding three records that were found to be duplicates and one that was found to be a Northern Ireland statutory agreement which should have been excluded). If the large manufacturing union that declined to participate is excluded the response rate rises to 64 per cent.

Five employers appeared twice. For one there were two recognition agreements for different sites represented by two different unions. For two employers there were separate recognition agreements for two different bargaining units on the same sites. For another two the same agreement was provided by two unions who were jointly recognised for the bargaining

units and there was single table bargaining; for the purposes of analysis these have each been counted as one agreement making the total responses 253.

*Response by date of notification of the agreement*

Table 3 shows the breakdown of responses by the year in which they appeared in the TUC/LRD survey and a comparison with the composition of the sample. This shows that the distribution of the achieved responses mirrors the distribution of the original sample.

**3. Responses by year of notification of agreement**

<b>Year</b>	<b>Response (%)</b>	<b>Sample (%)</b>
1998	18 (7.1)	34 (7.1)
1999	49 (19.4)	74 (15.5)
2000	39 (15.4)	70 (14.7)
2001	87 (34.4)	189 (39.6)
2002	60 (23.7)	110 (23.1)
Total	253 (100.0)	477 (100.0)

Source: TUC/LRD database of voluntary union recognition agreements (2003) \*Sample of 477 agreements

*The influence of the Transfer of Undertakings (Protection of Employment) Regulations*

From information provided in the self-completion questionnaires and the text of agreements it is known that nine agreements (four per cent of responses) were the outcome of the transfer of employees covered by an existing recognition agreement to a new employer under the Transfer of Undertakings (Protection of Employment) Regulations 1981, rather than the outcome of a union recruitment campaign. These circumstances led to some complications in locating agreements. In three additional cases, involving large national employers with a number of contracts within the public sector, agreements were returned which did not appear to exactly match the details specified in the TUC/LRD surveys and these have been excluded from the analysis. In some cases the agreement reported in the TUC/LRD survey may have covered workers on a specific contract which has since expired or been transferred to another employer. In others, the union may have gone on to negotiate other agreements with the same contractor or to extend the initial agreement on a regional or national basis. In these cases it was difficult for union officers to identify the original agreement covering the specified contract.

**The characteristics of the unions**

*The sample of TUC/LRD agreements*

The decision of one of the larger manufacturing unions not to participate affected the representativeness of the data, particularly as it was one of the

four unions that were party to around three quarters (77 per cent) of the voluntary union agreements in the TUC/LRD surveys. The impact, however, was somewhat mitigated by the predominance of the other three unions amongst the respondents. In terms of the distribution of responses by union, these two large general unions and one smaller manufacturing unions dominated, with over two-thirds (68 per cent) of agreements being signed by these three unions.

Two of the three were also large general unions operating predominantly in the manufacturing sector. They were responsible for 40 per cent of cases in the sample and 49 per cent of all responses. Although the history and origins of these two unions differ from the union that did not participate, it can be argued that in the period covered by the TUC/LRD surveys there was considerable overlap in the sectors, employers and occupational groups that they would have targeted for recruitment and recognition.

Table 4 shows the distribution of the sample and respondent unions by membership size demonstrating that the survey covered a range of larger and smaller unions, although larger unions predominated.

#### 4. Responses by union size

Number of members	Responses (%)	Sample (%)	Responses – number of unions (%)	Sample – number of unions (%)
0-19,999	8 (3.2)	9 (1.9)	5 (19.2)	5 (16.7)
20,000-49,999	31 (12.3)	47 (9.9)	7 (26.9)	7 (23.3)
50,000-149,999	12 (4.7)	26 (5.5)	4 (15.4)	6 (20.0)
150,000-499,999	59 (23.3)	104 (21.8)	6 (23.1)	7 (23.3)
500,000 or more	143 (56.5)	291 (61.0)	4 (15.4)	5 (16.7)
Total	253 (100.0)	477 (100.0)	26 (100.0)	30 (100.0)

Source: TUC ([www.tuc.org.uk/tuc/unions\\_main.cfm](http://www.tuc.org.uk/tuc/unions_main.cfm)) \*Membership figures as given to TUC January 2002

#### *The response by union sector and Turner's typology of unions*

Tables 5 and 6 attempt to categorise those unions included in the sample and those responding. Although privatisation and contracting out of public services make it increasingly difficult to define unions in terms of the sectors in which they operate, Table 5 shows that unions recruiting largely in the private sector dominated both the sample and responses. Unions operating in both sectors were proportionately more likely to conclude agreements. Around one in five unions (20 per cent of the sample and 19 per cent of respondents) operated predominantly in the public sector, but these were responsible for disproportionately few agreements (four and five per cent). This is not so surprising given that much of this sector continues to be largely covered by nationally negotiated agreements.

## 5. Responses by union sector

Sector	Responses (%)		Sample (%)	
	Unions	Agreements	Unions	Agreements
Private sector	16 (61.5)	162 (64.0)	19 (63.3)	340 (71.3)
Public	5 (19.2)	12 (4.7)	6 (20.0)	20 (4.2)
Public/private	5 (19.2)	79 (31.2)	5 (16.7)	117 (24.5)
Total	26 (100)	253 (100)	30 (100)	477 (100)

Source: TUC/LRD database of voluntary union recognition agreements (2003) \*Sample of 477 agreements

## 6. Responses by union category

Category	Responses (%)		Sample (%)	
	Unions	Agreements	Unions	Agreements
<b>'Open unions'</b>				
General	3 (11.5)	127 (50.2)	5 (16.7)	274 (57.4)
Industry	13 (50.0)	91 (36.0)	14 (46.7)	154 (32.3)
<b>'Closed unions'</b>				
Employer	1 (3.8)	1 (0.4)	1 (3.3)	1 (0.2)
Occupation	7 (26.9)	26 (10.3)	8 (26.7)	40 (8.4)
Occupation and Industry	2 (7.7)	8 (3.2)	2 (6.7)	8 (1.6)
Total	26 (100.0)	253 (100.0)	30 (100.0)	477 (100.0)

Source: TUC/LRD database of voluntary union recognition agreements (2003) \*Sample of 477 agreements

Table 6 shows that the majority of agreements were signed by unions that can be defined either as 'general' unions, in that they recruit across sectors, industries, occupational groups and notions of 'skill'; or by unions that recruit in specific industries or sectors, but within that do not confine themselves to any one occupation or skill group. The latter is the most common type of union in the sample. Just over a quarter (27 per cent of unions in both the sample and of responding unions) were restricted in their recruitment activities to either a defined occupational group, or by occupational level (in all cases managerial and professional staff). However, these unions had concluded less than one in ten agreements (eight per cent in the sample, ten per cent of responses). Two unions in the sample were defined by both occupation and industry, recruiting only managerial staff in a specific industry or sector. One union was entirely employer-based, constrained by its origins as a staff association.

Turner's work on union structure provided for a dichotomous model of union organisation based on 'closed' versus 'open' unions (Turner 1962). Based upon a study of unions within the cotton industry, this was a historically specific model with 'closed' unionism dependent upon both tight control of the labour process and the restriction of labour supply

reflected in the trades dominated by mid-nineteenth century craft unions. 'Open' unionism occurred conversely where the labour processes involved allowed relative ease of access and hence unrestricted labour supply. The later decades of the twentieth century saw the disappearance of any such remnant of craft unionism with the distinction between craft, industrial and general unions blurring and multi-industry and multi-occupational unionism increasingly the 'norm' (Hyman 2003). It can be argued that manufacturing decline, increased privatisation and the introduction of the TUC 'organising' agenda (more dynamic and general recruitment based on the need to reverse union decline) have all encouraged a more 'open' approach by unions. Indeed, one union that could be considered most recently dependent on a closed approach based upon narrow definitions of skill and restricted entry has also been one of the most enthusiastic in the 'turn to organising'. This is reflected in this study by the composition of the bargaining units in some of its new recognition agreements. Turner's model can be most usefully applied today to distinguish those unions that can be defined as 'closed' in terms of professional or occupational status from those general 'open' unions with a more inclusive approach to recruitment. Today's 'closed' unions are the professional or 'white-collar' managerial (or in one case technical) unions as opposed to those defined in terms of craft status. Table 6 shows that 'closed' unions represented over a third of both the sample (37 per cent) and respondents (40 per cent), but only concluded a minority of new union recognition agreements (ten per cent of the sample and 15 per cent of responses).

#### *Semi-voluntary agreements*

Semi-voluntary agreements, that is agreements reached after the union had made a formal application to the CAC but which were later withdrawn, represented three per cent of the sample and four per cent of responses. This indicated that the vast majority of new agreements were concluded without recourse to the statutory procedure. One exception was one of the case studies; Natnewsco, where recognition emerged from the acquisition of the company and where the uncertainty generated by the change in ownership enabled the union to recruit to the point where it had a majority of the bargaining unit in membership. When it became clear that the new owner was not inclined to recognise the union (which had a tacit recognition agreement under the previous ownership which had lapsed) the two unions representing workers in the company submitted a CAC application. Following acceptance of the application and a membership check by Acas, which demonstrated that the union had a majority in membership, the company agreed a 'semi-voluntary' agreement. In all the other case studies recognition was an entirely voluntary arrangement. At Quarryco the manager explained the decision to recognise voluntarily: 'I would say that most organisations don't like things which are forced upon them. It's far better to be designing your own structures and constituency that better suit your arrangements and to be proactive in that sense'.

## The case studies

It was agreed that Stage Two of the study would involve, in addition to the content analysis of all 213 recognition agreements collected in Stage One, nine individual case studies. The selected case studies were drawn from those agreements where recognition took the form of collective bargaining rather than consultation or representation. They were based upon in-depth, face-to-face discussions with employers and trade union representatives proximal to the recognition agreements. The criteria for the selection of the case studies were agreed with DTI and were designed to ensure a range of unions and industrial sectors, with variation in the size of the workplace and geography. Eight were to be from the private sector and the agreements selected were chosen from those that had been in place for a longer time period, rather than more recent agreements.

It was decided that seven of the case studies should unpack and explore recognition agreements where the bargaining unit coverage was defined in general terms as over 'pay and conditions' or 'terms and conditions' or where the scope of collective bargaining was unspecified. The remaining two case studies selected should be a recognition agreement where bargaining was restricted to core issues. However, in one of these it emerged that the initial agreement provided by the union, based on pay, hours and holidays, was not the final version held by management, which was actually for bargaining over general terms and conditions.

The interviews were conducted in March and April 2004. A letter was sent to the senior manager responsible for employee relations outlining the aims and objectives of the research and asking whether the employer would be willing to participate. It was explained that this would involve an interview with the manager most involved in dealing with the union recognised for the bargaining unit identified in the recognition agreement. The employer was also asked to arrange an interview with the trade union representative for the bargaining unit with whom management negotiated. An annex to the letter outlined the areas which would be covered in the interviews. The researchers then followed up the letter with a telephone call and approached 26 organisations in order to secure the ten case studies. Ten organisations reported that they were too busy to participate, in two other cases the managers had only been in post for a short period and it was unlikely that they would have been able to provide the relevant data. It is possible that there was an element of self-selection in the case studies, as employers where recognition was perceived in negative terms or where there had been a more conflictual relationship since recognition may have been more reluctant to participate.

The interviews were semi-structured, based upon two similar, but separate topic guides – one for managers and the other for union representatives. The research instruments were agreed with the DTI prior to the commencement of the fieldwork.

Of the nine completed case studies, in six the recognition agreements defined bargaining in general terms as over 'pay and conditions' or 'terms and conditions', whilst in two the scope of bargaining was completely unspecified. In the remaining case study, bargaining was restricted to core issues.

The nine case studies represented recognition agreements signed by seven different unions, with one a joint agreement involving two of the unions. Two of the unions were small; two were large general unions: two were large sector-based unions and one was a medium-sized manufacturing union. Four of the organisations covered by the case studies could be described as 'national', with a number of workplaces spread around the country; the remaining five were locally or regionally based. Three were located in London, one in the south east, two in the south west, one in Scotland, one in the north east and one in the north west. All were private sector organisations, but two represented staff transferred under TUPE, in one case from the public sector, and in the other, from a public corporation. Four case studies were from the manufacturing sector; four were from the service sector and the remaining case study was in the mining and quarrying sector.

Details of the anonymised nine case studies are included as Appendix 2; the topic guides upon which the interviews were based are Appendices 3 and 4.

# 4

## The agreements

### The form recognition took

Table 7 illustrates that in the vast majority of cases voluntary union recognition agreements concluded between 1998 and 2002 took the form of a formal written agreement outlining the scope of the agreement and procedures between the parties. For a small minority (three per cent) recognition was confirmed by supporting documentation other than a formal recognition agreement. New recognitions were not generally based upon a verbal agreement or understanding – this was the case for only six per cent of agreements.

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#### 7. The form recognition takes

Form	Number (%)
Formal recognition with written agreement outlining the scope of the agreement and procedures (signed by parties)	216 (85.4)
Formal recognition without written procedures but with supporting documentation to confirm recognition (for example, noted in correspondence, minutes of meetings, etc)	8 (3.2)
No documentary evidence but recognition based on practice and/or verbal agreement/understanding	14 (5.5)
No recognition recorded (for example, if no agreement was or has been reached)	6 (2.4)
Recognition ceased to exist with no record of the form it took	8 (3.2)
Missing	1 (0.4)
Total	253 (100.0)

Source: TUC/LRD database of voluntary union recognition agreements (2003) \*Survey responses from sample of 477 agreements

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In six cases (two per cent) unions reported that despite being included in the TUC/LRD database no recognition had in fact been recorded. In two of these cases while there may have been a campaign for recognition, no agreement was concluded (although in one, the union was still in discussions with the employer). In two cases it was reported that recognition was longstanding and had not been introduced, amended or extended within the past five years. In another case the workers involved had been the subject of a TUPE transfer from a local authority, but the new employer had not subsequently signed a recognition agreement. In a further case the response was a letter stating that the union recognised for



production workers would be given the opportunity to recruit administrative workers, but did not appear to concede recognition. This perhaps illustrates the complexities involved in establishing exactly if and when a recognition agreement has been concluded.

In eight cases (three per cent of responses) union officers reported that recognition had ceased to exist and the union no longer held any documentation. It was thus unclear what form recognition had taken (as opposed to other cases where recognition ceased to exist but the union was able to provide information and/or documentation). In all but two of the eight cases recognition had ended when the workplace closed. In the other two, recognition had formally ceased: one through actual derecognition; the other because union members had left the union.

#### *The durability of recognition*

Irrespective of whether documentation was provided, and excluding the six cases where it was reported that there had been no new recognition arrangement in the past five years (and the 'missing' case), the survey provided 246 cases where there had been recognition. In 218, or nine out of ten (89 per cent), the union was still recognised by the employer at the time of the TUC/LRD study. In five cases (two per cent) there had been recognition, but it had since ended. In one of these the company had been taken over and recognition had not transferred; in two union membership had collapsed; in one there had been formal derecognition and in one other recognition had expired but it was unclear why. In a further 23 cases (nine per cent) the workplace had subsequently closed (this is distinct from other cases where the company had been taken over and recognition continued under the new employer). Unsurprisingly it was more difficult to obtain copies of recognition agreements in cases where the workplace had closed. In only eight of these 23 cases (35 per cent) was the officer able to provide a copy of the agreement. In the other cases union officers had disposed of the records or were unable to locate them.

#### The provision of agreements

Table 8 shows that by the end of December 2003, 213 copies of union recognition agreements or documentation confirming recognition had been retrieved. This was 84 per cent of all responses, but 95 per cent of cases where it was reported that there was a formal recognition agreement or documentation of recognition. As anticipated, respondents were less likely to provide copies of actual agreements for 1998 and 1999 than for the later years. Nevertheless 47 agreements were retrieved for these years.

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## 8. Copies of agreements provided by year of notification

Year	Copy of Agreement (%)		Total (%)
	Yes	No	
1998	12 (66.7)	6 (33.3)	18 (7.1)
1999	35 (71.4)	14 (28.6)	49 (19.4)
2000	36 (92.3)	3 (7.7)	39 (15.4)
2001	74 (85.1)	13 (14.9)	87 (34.4)
2002	56 (93.3)	4 (6.7)	60 (23.7)
Total	213 (84.2)	40 (15.8)	253 (100.0)

Source: TUC/LRD database of voluntary union recognition agreements (2003) \*Survey responses from sample of 477 agreements

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### The unions

This report provides a content analysis of all 213 voluntary recognition agreements collected in the first stage of the study. These were signed by 22 unions. Once again three predominantly manufacturing unions dominate, concluding over two-thirds (69 per cent) of agreements. The majority of agreements (64 per cent) were concluded by unions mainly operating in the private sector; with only five per cent secured by unions largely operating in the public sector, and just under one third (31 per cent) secured by unions recruiting in both sectors.

Just under half of the agreements (49 per cent) were concluded by three 'general' unions and more than a third (38 per cent) by eleven unions that recruit within specific industries or sectors. Only just over one in ten (14 per cent) of the agreements were signed by the eight so-called 'closed unions', defined by occupation or by a combination of occupation and industry or by their recruiting within a specific employer.

### *Industrial classification*

Table 9 illustrates the distribution of the agreements by the major divisions of the Standard Industrial Classification 2003. Three of the sub-groups within the manufacturing division (food manufacture; the manufacture of paper and paper products; and printing and publishing) are shown separately since they contained a substantial number of agreements. Over half of all the agreements were in manufacturing (51 per cent), with nearly one in five (19 per cent) in the printing and publishing sector. Overall approaching two-thirds (64 per cent) of agreements fell into just two industrial divisions – manufacturing and transport.

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## 9. Analysed agreements by industrial sector

Activity	Number (%)
Mining & Quarrying	1 (0.5)
Manufacturing	40 (18.8)
Manufacture of food, beverages & tobacco	13 (6.1)
Manufacture of paper & paper products	15 (7.0)
Printing & publishing	40 (18.8)
Electricity, gas & water supply	1 (0.5)
Construction	5 (2.3)
Wholesale & retail trade	9 (4.2)
Transport, storage & communication	29 (13.6)
Financial intermediation	10 (4.7)
Real estate, renting & business activities	13 (6.1)
Public administration	1 (0.5)
Education	11 (5.2)
Health & social work	18 (8.5)
Other community, social & personal service activities	7 (3.3)
Total	213 (100.0)

Source: TUC/LRD database of voluntary union recognition agreements (2003) \*Documented agreements retrieved from 253 survey responses

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The 'health and social work' division included three private companies providing health or social care; six National Health Service providers; one local facility; five voluntary sector organisations providing social services and three housing associations. 'Other community, social and personal service activities' included a waste management company, a laundry, two campaigning organisations and three organisations involved in broadcasting.

### *Bargaining units*

More than nine out of ten agreements (92 per cent) specified the bargaining unit which recognition covered. Where they did not it was possible to identify the occupational groups represented from information collected in the TUC/LRD surveys. In terms of broad Standard Occupational Classification (SOC 2000) Table 10 shows that around half (46 per cent) covered process, plant and machine operatives. Just over one in ten agreements (13 per cent) or 28 agreements represented more than one group. Where the groups could be identified, in four this was a combination of production and sales staff; in three production and administrative workers; whilst in three health trusts the bargaining unit covered a combination of health staff. In a further case the bargaining unit contained a combination of production and craft workers, in another professional and management staff and one other clerical, production and service workers. In approaching one in five cases (15 per cent) agreements stated that recognition covered all workers below senior management.

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## 10. Analysed agreements by occupational group of bargaining unit

Occupation	Number (%)
Managers and senior officials	-
Professional occupations	19 (8.9)
Associate professional and technical	9 (4.2)
Administrative and secretarial	3 (1.4)
Skilled trades	-
Personal services	12 (5.6)
Sales and customer services	12 (5.6)
Process, plant and machine operatives	98 (46.0)
All workers below senior management	31 (14.6)
More than one group	28 (13.1)
Missing	1 (0.5)
Total	213 (100)

Source: TUC/LRD database of voluntary union recognition agreements (2003) \*Documented agreements retrieved from 253 survey responses

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Only a minority of bargaining units comprised either only professional; personal services; administrative; professional or associate professional and technical workers. None included managerial staff or skilled workers, although in the case of the latter this may be due to coding and the limited descriptions of the bargaining units provided in the agreements.

Where information was provided, it appears that over half (53 per cent) of the agreements covered one workplace only; in the remaining third (36 per cent) the bargaining unit included more than one workplace; in the remaining cases the number of workplaces is not known.

# 5

## The form and structure of agreements

‘The parties to collective bargaining in this country have generally preferred to build their relations more on procedural than on their substantive rules’ (Flanders 1964: 98)

### Caveats

The analysis of the coverage and content of recognition draws solely upon the text of recognition agreements provided by union sources. It records only that which is explicitly stated in the text of the agreements, not what is omitted, or implied by omission, or what occurs in practice. It is a snapshot of recognition at the point at which the agreement was reached and does not reflect subsequent developments in bargaining relations. The case studies do, however, offer a context within which developing bargaining relationships can be explored.

In two cases recognition was confirmed by supporting documentation rather than a formal written agreement and, in both, the scope of recognition was not specified. For one of the agreements documentation of recognition comprised only an announcement to staff saying that an agreement would be forthcoming. The respondent reported that no such formal agreement existed, although in practice a full bargaining relationship had developed. In another case a letter from the employer in 2002 confirmed recognition, but the union officer explained that the union had not yet signed a formal agreement, but expected to do so in early 2004. Meanwhile the union had been involved in negotiations with the employer on a range of issues. In the findings reported below these two cases are treated as missing.

Nine out of ten (88 per cent) agreements were dated. In one in four cases (24 per cent) the year in which the agreement was signed, as recorded in the text of the agreement, did not coincide with that recorded in the TUC/LRD survey. In around one in seven (14 per cent) the agreements were signed in the year before they were reported in the TUC/LRD survey and a slightly smaller proportion (ten per cent) were signed in the year after they were reported. In most cases this was because the agreement was concluded at the end of one year and reported in the following year or because the agreement was reported towards the end of one year, but

actually signed in the next. In one in ten cases the gap between reporting and signing was somewhat longer; where this was checked with respondents it was due to the time it had taken to finalise and sign the documentation. In one case an officer took over responsibility for the company after the original recognition was reported and found there was no written agreement available from either party. When the employer took over two other companies where the union was also seeking recognition the officer used the opportunity to ensure that the extended recognition was documented.

### Main findings – an overview

In general the agreements shared a similar structure, opening with one or more paragraphs stating aims and/or general principles, which often included the responsibilities of the parties to the agreement. The scope of the agreement in terms of the bargaining unit was usually outlined. Sections outlining the terms of union representation and union facilities dominated most agreements. There was often a paragraph committing the employer to either informing new employees of recognition or granting permission to union representatives to speak to them about the union. The case study material provides a number of examples of this (see Chapter Eight).

The documented agreements retrieved from the survey generally outlined the coverage and scope of the agreement in terms of the issues that were the subject of bargaining, consultation or representation. If a body was to be set up for bargaining or consultation the agreement sometimes outlined its remit, constitution, composition and operation.

The agreements sometimes made reference to the avoidance of disputes or to a dispute or collective grievance procedure, or these may have been part of the agreement or appended. Similarly individual or collective grievance and disciplinary procedures were generally referred to, incorporated or attached to the agreement. It was often not possible to determine how far these were existing procedures or if they were formulated or adapted in the light of recognition, although in some cases there was a specific commitment to adapt, incorporate or amend existing procedures. For example one stated 'this agreement incorporates the procedure for the avoidance of disputes and refers to the internal disciplinary, capability and grievance procedure'. However, in a number of agreements disputes or grievance or disciplinary procedures were referred to, but not appended and this makes comprehensive analysis of these procedures problematic.

The case study material illuminated this issue: at Dairyco the agreement itself incorporated the whole of the disciplinary and grievance procedure. Union policy was to always include the procedure within the agreement itself, whilst the employer also wanted the procedures to form part of the agreement. At Bakeryco the disciplinary procedure was formalised after recognition but was based on the procedure used by other companies

within the same group, which had longstanding recognition agreements. At Furnitureco the disciplinary and grievance procedures were adopted following recognition and in consultation with the union. On the other hand in the case of Healthco the agreement made no reference to disciplinary and grievance procedures even though it stressed representation. One reason for this was that staff were transferred from different mental health trusts each of which had their own disciplinary and grievance procedure. The new employer was obliged to apply different procedures to different groups of staff, provided they were TUPE protected staff. From the employer's perspective the outcome was to create a complex and confusing set of rules.

Some agreements had a statement on the confidentiality of information. Most ended with a paragraph on variation and termination.

### The use of model agreements

Four agreements signed by one union with construction companies were identical and clearly based upon a model. In some unions there was more than one model agreement and, depending upon the circumstances of the recognition, the model deemed most appropriate would be selected – this was the case for two agreements, based on two slightly different model agreements, signed by one union in the survey. A number of other agreements were to a lesser degree based upon a model provided by a union, with common headings and employing specific phraseology, but had been customised to suit the particular employer. For example there were five agreements signed by one union covering independent schools, which were very similar, but not identical. In addition, a number of different unions used common phrases, for example, regarding the right of management to manage or status quo provisions. This adaptation and development of model agreements implies that there was active bargaining over the form recognition took and the tailoring of agreements to fit specific contexts.

The case studies suggested that most agreements had their origins in a model produced by one party, not exclusively the union side. At Property servicesco while it was the union that had made the approach to the company seeking a wider agreement in the light of the impending TUPE transfer; it was the employer who provided the initial text of the partnership agreement. In that case the Human Resources Director had attended a seminar on partnership and was keen to promote a relationship based upon consensus. He had consulted various other partnership agreements and these provided a structural basis for the agreement eventually presented to the union. The overall content of the agreement proved acceptable once a 'status quo' clause, sought by the union was included.

Similarly at Portco the agreement was based upon a draft provided by the employer, with the only difficulty being over the number of stages involved in the disputes procedure; as one manager commented 'I think to achieve

what we did in six meetings was pretty good going, from a blank sheet of paper, which is effectively what it was, to an agreement that both sides were happy with.' At Natnewsco the employer drew upon the previous recognition agreement.

At Healthco the union side provided the model agreement. The employer proposed few changes and the process was described as not involving 'a massive amount of to-ing and fro-ing'. Again at Dairyco the union produced its own model agreement. The company had discussed the content with its lawyers and it was adopted with the addition of some procedures which the company already had in place and which had formed part of its employee handbook. The union did not raise any objections to these additions; its main concern was to ensure that the agreement covered collective bargaining. The agreement at Furnitureco was also based on a model provided by the union. The local representative believed that it represented the 'gold' standard which other workplaces sought to achieve, although the company described the text of the agreement as a 'fairly bland, weak agreement'.

### Sole recognition

In nine out of ten cases (90 per cent) the union had sole bargaining or representation rights for the bargaining unit covered by the agreement. There was joint recognition of more than one union for the bargaining unit in fewer than one in ten agreements (nine per cent). Only five of these 19 agreements specified single table bargaining (two per cent of agreements). The agreement at Dairyco had specifically been canvassed by the company as a sole recognition agreement. A number of their staff were in different unions, none with recognition, and the company was keen to formalise and develop relations with one union only. It carried out what it described as a 'beauty parade' in which three unions made representations to the company. The union chosen was not necessarily that with the largest membership but the one that the company felt it could work with most constructively. Once the selection had been made the union was given access to the workplace, so that by the date of the recognition agreement it had recruited around 63 per cent of the workforce. At Quarryco a recognition agreement with one union was concluded in 1999 following what was described as 'a beauty parade', in which two unions with members in the company made presentations. However, the other union maintained its membership and the company subsequently decided to extend the agreement to a 'partnership' involving both unions and single table bargaining.

It was not generally possible to detect from the analysis of agreements whether there was separate recognition covering workers in other bargaining units within the same workplace or organisation, either concluded with the same or with other unions— this is something which will be pursued in the next stage of the research. However, from the case study interviews there was evidence of recognition agreements having been



concluded to cover other bargaining units. At Bakeryco, for example, following the agreement with one union covering all production workers, an agreement had been concluded with another union to cover a small group of engineering workers.

At Natnewsco a separate agreement for journalists was signed just before the agreement for sales, circulation, accounts, IT and production staff was concluded. Following recognition the production workers in the editorial department had been covered by pay negotiations for journalists in the same department, but this had proved unsatisfactory because of the different occupations, consequently negotiations for the two groups of staff were separated. At Portco the agreement covered four ports, but a separate but identical agreement existed for workers based at another port in the company. In addition a further longstanding recognition agreement covered a number of unions at another port. This agreement was amended following the new recognitions, including the removal of a no-strike clause.

The existence of separate agreements with different unions may reflect historical arrangements. At Propertyervicesco there was a partnership agreement with a union covering one group of workers and a separate agreement with another union for a different group of workers who had been transferred to the company from another employer at a different time.

#### Agreements emerging from TUPE

The analysis of the agreements showed that a number arose from business transfers likely to have met the definition of a 'relevant transfer' under Regulation 5 of the Transfer of Undertakings (Protection of Employment) Regulations 1981. Following a transfer the new employer, in practice, sometimes continued to recognise the union. In some cases, rather than merely acknowledging the terms of the pre-existing agreement, the new employer preferred to conclude a new agreement with the union.

The conclusion of a new recognition agreement following a TUPE transfer may indicate a desire by the parties to forge a new relationship that is not constricted by any previous model of industrial relations. On the other hand, in transfers of workers from public sector to private sector employment, changes to the rules governing Public Sector Finance Initiatives may encourage an employer invited to tender for a new contract to show willingness to honour the TUPE conditions and construct a relationship with the recognised trade union.

From the text of agreements it was clear that six agreements (three per cent) had resulted from the transfer of staff to the organisation under TUPE. However, this does not mean that there were not other cases. For example, the case studies revealed two further examples where recognition was the result of the transfer of staff to the organisations, although it was not made

explicit in the agreements. Additionally, in another two case studies, while not covered by TUPE, recognition had come about shortly after a change in the ownership of the entity.

In three of the six agreements identified purely through the written documentation, the organisation to which workers had been transferred already recognised unions for other groups of workers and in one case it was possible that the recognition agreement was based upon an existing agreement with another union. In another, where the employer was a university, the agreement only applied to staff retaining existing terms and conditions on their transfer to the university. Those appointed or promoted after the transfer were on different terms and conditions. In this and two other TUPE cases, one involving the transfer of staff from a health trust to a housing association, and the other covering staff transferred to a private service contractor as part of a (Private Finance Initiative) PFI deal, terms and conditions remained largely determined by national agreements. In the latter agreement the NHS Trust and the new service provider confirm that existing collective agreements will transfer; 'all parties will work within the current framework of collective agreements and commit to working positively to making any necessary changes to these agreements prior to transfer. In particular, an agreed Recognition Agreement will describe a framework for the purpose of collective bargaining, involving the full and proper processes of joint communication, consultation and negotiation'.

In the other case, involving school meals staff transferred from local authority employment, the new employer recognised the right of the union to negotiate terms and conditions. In one further case involving former civil service staff the recognition agreement, which transferred with the staff, only covered around five per cent of those employed by the new organisation.

In the case studies the partnership agreement at Property servicesco was drawn up following a TUPE transfer. The workers involved had been covered by a long-standing recognition agreement that transferred to the new company. According to the union the company was aware that the transfer was unpopular with staff who wished to remain with their old employer and in these circumstances recognised the importance of developing a good working relationship with the union. The company held a series of consultation meetings with the old employer, the recognised union and with the staff that were to transfer and management expressed no difficulty in accepting that recognition would transfer. However, the new management was keen that the parties should operate with a 'reasonable understanding of both sides position' and this was behind the proposal for a partnership agreement. Perhaps unusually management perceived there to be little hostility from the union itself to the proposed transfer, possibly because the union recognised advantages in operating within a core business environment.

The agreement at Healthco also arose in the context of a TUPE transfer, although the impetus for the agreement was not so much the fact that recognition would have to transfer but that a formal agreement with a union was seen as a positive advantage in bidding under the Private Finance Initiative (PFI) process. One problem identified was that TUPE had created expectations amongst the transferred staff that terms and conditions would continue to compare favourably with those of the employer from which they had transferred - this had proved not to be the case.

## Partnership

One in five agreements (22 per cent) were referred to in the title or text of the agreement as a 'partnership', but there was variation in the extent to which the term was defined in the agreement. The definition of an agreement as a partnership may come from the union; in the case of four agreements signed by one union with construction companies the model agreement was called a partnership agreement wherein 'the partnership between the company and the union is founded on the belief that, by working together, the interests of the Company and the workforce can co-exist'. In contrast another agreement under the title 'Working together in Partnership', set out a code of conduct itemising the separate responsibilities of managers and employees.

The partnership agreement with PropertyServicesco contained a statement of 'core values' which form the basis of the relationship between the parties. These included:

- The desire to build a constructive relationship;
- Ensuring that the role of both parties was 'understood and respected';
- Acceptance of the need to meet the requirements of a modern business environment;
- Delivering a clear and effective representative structure that was cost efficient;
- Ensuring that all staff had the opportunity to have their views represented; and
- Recognising and valuing the legitimate rights of non-union members as well as the rights of the unions to organise and recruit.

The employer recognised that the importance of expressing these core values was not so much in the parties' ability to enforce them, as in creating a relationship of trust. It was, in practice a 'good faith' statement and more about the 'rules of engagement' rather than about what matters the parties

would engage over with one another. The union defined the partnership as one where 'union and management work in the best interests of the business and its employees'.

The employer at Healthco was less upbeat about the effectiveness of partnership, describing the 'Partnership in Healthcare' agreement as one where the parties had a 'healthy respect' for one another. The agreement at Dairyco contained a commitment to develop a formal partnership. From the management view it was clear that it did not want a conflictual relationship and saw the aim of the partnership as one of gaining recognition on both sides of what each was going to achieve. From the union side there was more scepticism. It said the partnership would be achieved only at the stage when it felt fully informed and consulted on all issues. While it felt that the relationship was developing in this direction, it had not yet reached it.

The concept of partnership developing over time was also a feature of the recognition agreement at Bakeryco. An agreement, signed in 1999 contained no reference to partnership. However, in 2002 the company and union had signed a 'Code of Conduct' which set out the expectations of the behaviour of both parties within the relationship. This stated that 'everybody is treated equally and with respect' and was described by the management as about being 'more transparent' in their dealings with the union and its workforce and about 'keeping people in the picture'. However, from the union representative's viewpoint the code of conduct had not brought about partnership, at least in so far as the issue of terms and conditions were concerned since the bargaining unit had significantly worse terms and conditions than those enjoyed by other workers within the same parent company but covered by difference collective agreements.

# 6

## The depth of recognition

A key objective of the research was to establish the depth of recognition provided by new voluntary agreements and the extent to which they were the subject of collective bargaining, consultation or the provision of information.

Table 11 shows that eight out of ten (82 per cent) agreements provided recognition for collective bargaining at workplace or employer level. In another 14 cases (seven per cent) terms and conditions were covered by collective bargaining at national or industry level.

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### 11. Recognition for representation or consultation only

Type of recognition	Number (%)
Representation only	6 (2.8)
Consultation only	14 (6.6)
Terms & conditions covered by national or industry bargaining	14 (6.6)
Workplace or employer collective bargaining	175 (82.2)
Unspecified	2 (0.9)
Missing	2 (0.9)
Total	213 (100)

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Source: TUC/LRD database of voluntary union recognition agreements (2003) \*Documented agreements retrieved from 253 survey responses

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### Collective representation and consultation

None of the agreements defined recognition in terms of 'the provision of information'. Where recognition was restricted it was either to consultation with the union or to the collective representation of union members, or was unspecified. In nine per cent of cases the agreement specified that recognition was limited to collective representation or consultation only. Of the six cases confined to representation, in one the agreement allowed the union to represent members solely in connection with individual grievances, disciplinary matters, references to the staff handbook, redundancy and general issues excluding collective bargaining. This case had been the subject of a CAC application for recognition for full collective bargaining, but had been rejected on the basis that the union could not

demonstrate that a majority of workers in the bargaining unit would be likely to favour recognition of the union for collective bargaining. In another case where pay was determined on an individual rather than a collective basis the company committed itself to 'reaching agreement' with the union on the process of the determination of pay and about the nature, scale and distribution of awards. Any employee dissatisfied with their pay award or the appraisal on which it was based had the right to pursue it through the grievance procedure. Another agreement stressed that recognition did not extend to negotiating arrangements, but the company acknowledged the right of the union to make representations in relation to terms and conditions of employment.

In seven per cent of agreements recognition was for consultation only. In one case the agreement specified that consultation included the review of pay, benefits and terms and conditions of employment and that 'reviews will be conducted in a manner that is two-way, objective and positive'. Another agreement specified consultation over pay, but pay was actually dealt with by individual assessment, whilst there was provision for bargaining over grievance and disciplinary issues. In the case of another employer the commitment was that no 'regulation' should be amended to the detriment of employees without 'consultation and agreement' with the union. A consultative arrangement with a union may develop into a deeper relationship based upon collective bargaining. In the case of one property services company, recognition based on consultation was agreed in 2000, but it was stated that the agreement would remain in force for 12 months, continuing only if the union had a membership of no less than 65 per cent. In fact a second agreement was concluded in May 2003 replacing the original 2000 agreement and providing for collective bargaining.

In nine of these 14 cases where the union was recognised for consultation, joint consultative committees had been established and some of these specified a wide range of issues for consultation. In one case these included: adjustments to salary levels; changes to job descriptions; hours of work; health and safety; all forms of paid and unpaid leave; benefits including maternity and paternity leave; termination of employment; pensions; staffing levels; and the use of new technology. In two other similar agreements the employer was committed to consult on: changes to conditions of employment, employment policies or working practices; and to consultation with union representatives on conditions of employment. These included: pay; hours; holidays; and workplace policies and procedures (excluding individual, disciplinary or grievance cases). In another case the consultative committee was free to discuss all aspects of performance including: financial information; projected plans; staffing levels; mobility and training; health and safety; as well as 'reviewing' the pay, benefits and terms and conditions of employees.

The case study material provided the example of Bakeryco where in addition to the recognition agreement, an alternative information and consultation mechanism had been established. This forum brought together

all employees who wished to be involved in consultation on company plans and in discussion of any issues of concern to the workforce. These had included setting up a system for the purchase of company products at a discount and also making the canteen area more attractive. They had also set up a 'bring a buddy' scheme to encourage other staff to attend. According to the company the aim of the forums was to try and get rid of suspicion and in their view they worked well. The union spokesperson was more circumspect in believing that the forum did not really seek feedback from employees, but was a means of disseminating information.

In two of the 213 collective bargaining agreements analysed it was not possible to identify the nature of recognition from the text of the agreement. One agreement comprised a framework in which 'properly constituted regional recognition and procedure agreements can operate at local level to mutual advantage'. The union officer reported that no other agreements existed although the union had engaged in full discussions with the company. In the other, the preamble to the agreement stated that the company was aware of the desire of the majority of staff to obtain representation by the union and that the union understood that after a 75 year history of non-recognition the establishment of a bargaining unit to enable the union to represent a group of its members would 'pose considerable difficulties'. The agreement conceded union representation at disciplinary hearings and 'discussion' between the parties on training, health and safety, hours and holidays and 'discussions' on pay on an annual basis. It was unclear whether the intention of 'discussions' was consultation or negotiation.

# 7

## The scope of collective bargaining

The primary objective of this research was to provide an estimate of the proportion of new voluntary agreements that included explicit reference to the 'core' collective bargaining issues of pay, hours and holidays and the 'non-core' issues of pensions, training and equality (excluding equal pay). It also considered how far recognition reflected the statutory award of collective bargaining in confining the scope of bargaining to pay, hours and holidays only.

Core issues: pay, hours and holidays

*The restriction of collective bargaining to one or more core issues only*

Table 12 shows that of the 175 agreements where there was provision for workplace or employer level negotiations, in one in five (22 per cent, or 38 cases) bargaining was specifically restricted in substantive terms to one or more of the 'core issues' of pay, hours and holidays only (see Appendix 5, Section 1 for an example of this type of agreement). Thirty-three of these 38 agreements (20 per cent of all collective bargaining agreements) exactly mirrored the 'specified method' of collective bargaining in restricting coverage to pay, hours and holidays. For example, one stated 'it is agreed that the following are matters for negotiation: changes to wages, salaries and all other payments e.g. basic rates, job rates, overtime premium and rates; changes to contractual hours of work; changes to holiday entitlement'. In two of these agreements this restriction was explicitly linked to the model method of collective bargaining introduced by the provisions of the Employment Relations Act 1999 and in one the agreement also adopted the method of conducting collective bargaining laid down in the statutory instrument. In two cases as well as pay, hours and holidays, agreements also provided for bargaining on stated procedural issues; in one for bargaining on health and safety and in another for bargaining on disciplinary matters.



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## 12. The scope of collective bargaining

Issues	Number of cases (%)
Restriction of bargaining to one or more core issues only	38 (21.7)
Bargaining defined as over one or more core issues plus specified non-core issues	16 (9.1)
Bargaining defined as including core and non-core issues	16 (9.1)
Bargaining generally defined as covering 'terms and conditions'	98 (56.0)
Bargaining issues unspecified	7 (4.0)
Total	175 (100.0)

Source: TUC/LRD database of voluntary union recognition agreements (2003) \*Documented agreements, with provision for workplace or employer-level negotiations, retrieved from 253 survey responses

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In four of the 38 agreements the only issue actually specified as the subject of bargaining was pay. In another, bargaining was defined as covering wages, hours of work and health and safety, but not holidays.

The agreements confined to core bargaining issues only were made by eight different unions, with four unions responsible for securing 32 of the 38 (84 per cent of them). Approaching half (45 per cent) of these agreements were in the printing and publishing sector and there is a positive and significant (at the one per cent level) relationship between the printing and publishing sector and core bargaining. There is also a significant relationship between agreements signed by one of the unions that cover this sector and core bargaining (significant at the five per cent level). Nearly half (45 per cent) of core bargaining agreements covered production workers. However, a quarter (26 per cent) represented professional workers – a much higher percentage than overall.

In Portco the company had accepted a recognition agreement which restricted bargaining to pay, hours and holidays. This was against the background of the history of industrial relations in the port industry, particularly under the National Dock Labour Scheme, where it was perceived that the unions had taken 'an iron fist approach'. Although management reported that the recent approach for recognition by the union had been on the basis of 'partnership' and reassurances that 'unions had changed', management was 'cautious' and 'needed to know that it would be like that in practice'. During negotiations on the agreement management indicated informally that it was likely that the company would be prepared to extend the bargaining agenda once the relationship had developed. The union accepted the formal restriction of bargaining on this basis, as the union representative stated 'what we said was 'we've come this far, we've got the company to accept trade union recognition, we'll go along with it, we'll show the company that we're not all – right we don't like it, we're out the gates – we'll show them we can work alongside them if we have to'. It's two years now and we've got no problem, no problem whatsoever'. The company's agreement with other unions at another port, which was

amended when the new recognition was negotiated, was not restrictive and was described as covering 'anything and everything'.

In reality the scope of bargaining at Portco had moved beyond pay, hours and holidays and under the first pay round following recognition, amendments to the sick pay scheme were negotiated in response to a claim by the union. The company had also formalised union involvement in health and safety since recognition and this was seen as a benefit by both parties. Management indicated that it had accepted that bargaining had gone beyond the scope of the original agreement and was prepared to discuss most issues 'as long as they are sensible'. However, if the union 'tried to force the company down a particular route or into an area that wasn't covered by the agreement' and management felt 'the company wasn't in a position to move on that', it would enforce the restrictive agreement, which on the advice of the company's lawyers was made legally binding.

*The specification of bargaining as over one or more core issues plus specified non-core issues*

In just under one in ten cases (nine per cent or 16 agreements) the scope of bargaining on substantive issues was specified exhaustively in agreements, but the specification of bargaining went beyond core issues to include one or more of the core issues, plus other issues, for example, sick pay. Appendix 5, Section 2 provides an example of this type of agreement. In some cases these agreements were restrictive and only just went beyond the core issues. For example, in one agreement the scope of bargaining was confined to pay, holidays and sick pay, but excluded hours. A further agreement granted the union 'bargaining rights to consultation' on pay, hours, holidays and sick pay. Such agreements also included some procedural issues. One covered bargaining on pay, hours of work, holidays, sickness benefit as well as the disciplinary and grievance procedures. In three agreements the agreement stated the organisation would negotiate with the union on wages, hours of work, redundancy and holiday entitlement as well as the disciplinary and grievance processes.

In six cases the scope of bargaining specified was more extensive. In one case negotiation was for wages and salaries, staff benefits including pensions; maternity, paternity, family and compassionate leave and pay; holiday entitlement, pay arrangements and sick pay. In another agreement bargaining covered sickness arrangements, pensions, health and safety, equal opportunities, training and recruitment, staff amenities, redundancy and redeployment, new technology and disciplinary and grievance, as well as hours, holidays and pay.

*The specification of bargaining as including core and non-core issues*

In just under one in ten agreements (nine per cent) the scope of bargaining was specified as including one or more core issues and/or one or more non-

core issues, but the list was not defined as exhaustive (see Appendix 5, Section 3 for an example of this type of agreement). In one such case bargaining was defined as 'any issues affecting the contractual terms and conditions of employment, primarily hours, pay and holidays'. However, in most of these agreements the scope of bargaining was more expansive. In one it included equal pay, machine utilisation and the introduction of new technology, staffing levels, labour utilisation, pensions, training, redundancy, equal opportunities, maternity, paternity, family and bereavement pay and leave and the disclosure of information and 'any other matters of legitimate collective interest; this list is not exhaustive'. Similarly in the case of one large oil company, the union was accorded negotiating rights on the three core and non-core bargaining issues. However, the agreement also stated that negotiations 'may cover, but will not be limited to': pay and benefits including the principles and structure of the payments system; job evaluation systems and grading criteria; competency criteria, and market salaries; bonus systems including profit-related pay; working hours; shift patterns; parental leave; equal opportunities policies and procedures; holiday entitlements; sick leave entitlement; redundancy terms and entitlements; training; location allowances; study leave entitlements; pension entitlements; and the treatment of staff.

*The specification of core issues*

Table 13 shows that where unions were recognised for bargaining, the majority of agreements explicitly stated that they did so for pay (69 per cent); approaching one half (45 per cent) specified that they did so for hours, and just over a third for holidays (37 per cent). In only three agreements were both hours and holidays specifically excluded from collective bargaining. Two agreements included pay and hours, but not holidays; two pay and holidays, but not hours and one included holidays but neither pay nor hours.

<b>13. Bargaining on core issues</b>			
<b>Reference to issues</b>	<b>Pay (%)</b>	<b>Hours (%)</b>	<b>Holidays (%)</b>
Specifically included	121(69.1)	79 (45.1)	65 (37.1)
Specifically excluded	1 (0.6)	6 (3.4)	5 (2.9)
Terms and conditions	46 (26.3)	82 (46.9)	97 (55.4)
Unspecified	7 (4.0)	8 (4.6)	8 (4.6)
Total	175 (100)	175 (100)	175(100)

Source: TUC/LRD database of voluntary union recognition agreements (2003) \*Documented agreements, with provision for workplace or employer-level negotiations, retrieved from 253 survey responses

*Uncertainty and ambiguity in the scope of collective bargaining*

Table 12 demonstrates that the agreements in the sample did not necessarily explicitly define the scope of bargaining. In over half of collective bargaining agreements (56 per cent) bargaining coverage was

defined in general terms as over 'pay and conditions' or 'terms and conditions' (see Appendix 5, Section 4 for a sample agreement). This suggests that the core issues, but also non-core issues, were included in the agreement. It would be in line with the Trade Union and Labour Relations (Consolidation) Act 1992, in which collective bargaining is defined as negotiations relating to one or more matters including 'terms and conditions of employment, or the physical conditions in which any workers are required to work'.

The case studies show that the definition 'terms and conditions' can embrace a range of issues. At PropertyServicesco the agreement specified that there would be negotiation over 'contractual terms and conditions' not further defined. In practice the employer said that negotiation would cover any issue where the union had a genuine concern. Indeed there had been negotiations over appraisals, movement of the annual pay date and redundancy.

At Bakeryco the agreement stated that the parties would negotiate 'salaries and other conditions of service at appropriate times'. In addition to annual pay negotiations the parties had negotiated the restructuring of shift patterns. They had also negotiated over the pay grading system, reducing the previous four grades to two. The union intended to pursue these negotiations to secure a single grade to eliminate the lowest pay grade.

At Quarryco negotiations covered the pay review and 'other terms and conditions', which management said were defined 'in the broadest sense'. The main outcome of recognition was considered by management to be the formalisation of annual pay bargaining – 'what's the percentage', but these negotiations had also resulted in the harmonisation of holiday entitlement between different groups of workers in the company and discussions on bereavement leave. At Printco the union had obtained an additional day's holiday in the 2003 negotiations and was seeking another day in the 2004 negotiations. It had pursued the claim for additional annual leave after discovering that other companies within the group offered better holiday entitlement. At Bakeryco the union had negotiated an additional entitlement to four days' annual leave.

### *Pay bargaining*

The statutory method of bargaining contains a specific procedure for annual pay bargaining which the CAC may impose if the parties are unable to reach agreement on a method of bargaining. The case studies suggest that bargaining over annual pay increases was central to new bargaining relationships and has resulted in active bargaining on pay. At Natnewsco the agreement stated that the union may represent its members 'on all matters relating to their employment'. The scope of bargaining had in fact expanded, since the previous agreement specifically excluded pay and in fact negotiations on other terms and conditions had lapsed. In response to

this the new agreement added a paragraph outlining the procedure for annual pay negotiations and in the three pay rounds since recognition the union had secured above inflation awards.

At Portco in the first pay round following recognition the union had rejected an offer of two and a half per cent and balloted for industrial action; the final settlement yielded an above inflation increase of 4.5 per cent. This had followed a two year pay freeze.

At Dairyco there had been three pay rounds since recognition. In the most recent the workforce had initially rejected a pay deal that was weighted in favour of the lowest paid, but this was subsequently accepted after some amendments. At Bakeryco annual pay bargaining was limited by the extent to which budgets were set by the parent company. Although there was a significant gap between the pay of those in the bargaining unit and that of other workers within the same group the company could not offer any deal over RPI unless it was financed by changes to working practices. In the last pay round the union had secured an increase of three per cent which was very slightly above inflation.

In the period immediately before recognition, pay at Quarryco had been determined solely by the company, although prior to that it had for many years applied the award recommended by the NJIC (National Joint Industry Council) for the industry. Since recognition there had been annual pay negotiations. The last pay talks had ended with a ten per cent pay increase, although this was based upon an agreement to amend the existing bonus scheme, making its payment dependent on attendance. Although the union representative reported this aspect was not popular he conceded that 'in today's climate it was a very good pay rise'.

#### *Bargaining issues unspecified*

Table 12 shows that in seven agreements (four per cent) although it appeared that the union was afforded bargaining or negotiating rights, there was no mention of any issues that this might cover. Three of these appear to be based on union model agreements. In one case the agreement conferred upon the union, 'representational and negotiating rights in respect of its members'. However there was no further reference to how terms and conditions were to be determined and the remainder of the agreement concerned the resolution of differences through a disputes/negotiating procedure. Two agreements merely stated that 'the company and union have a common objective in using the process of negotiation to benefit the company and employees'. In the remaining agreement the union was granted sole recognition and bargaining rights to represent employees and it was stated that as the company expanded there would be a need to establish progressive employment terms and conditions, but beyond this the scope of bargaining was not specified. Whilst it is possible that such a procedure could have been used to reach

agreement on terms and conditions, a conclusion on whether this would be defined as collective bargaining could only be reached by observing how the agreement operated in practice.

One of the agreements where no bargaining issues were specified was the subject of one of the case studies. This was at Furnitureco, where nevertheless both parties recognised that the agreement did cover pay bargaining, and had indeed met every year to negotiate a deal. However, the company's financial position, with a large drop in orders over recent years, together with a recent take-over, had fundamentally affected the ability of the parties to achieve a settlement. In the first two years following recognition there had been pay increases and in the second of those two years a new bonus scheme had been introduced which had resulted in a pay increase estimated in the region of 20 per cent. Since that time there had been no further increases. A new pay round was just about to begin and the company felt that without significant concessions from the workforce, around annualised hours and round the clock working, the possibilities for a pay increase were again seriously compromised. From the union point of view pay negotiations were always conducted amidst fears about the closure of the plant itself. However, improvements to the company sick pay scheme had been negotiated and a new disciplinary and grievance procedure agreed.

In another case study, Dairyco, the agreement stated that the company and the union would develop a mutually acceptable partnership agreement including collective bargaining, but beyond this the agreement did not specify the scope of bargaining. However, 'in addition to annual bargaining on pay there had been negotiations on improvements to sick pay. However, these appeared to have led to an increase in sickness absence and the company and union were in discussion as to how to reverse this trend while maintaining better sick pay arrangements. There had also been negotiations on bank and public holiday working and on rest day working. Changes to the payment structure had been agreed and the parties were due to discuss revising the disciplinary and grievance procedures. The company had consulted on redundancies when it had been found necessary to close some small sites. The union recognised that although there was still 'a long way to go' the negotiations so far had represented 'significant improvements' to pay and conditions in the workplace.

Non-core issues: pensions, training and equal opportunities

#### *Reference to pensions*

Table 14 illustrates the specific inclusion and exclusion of non-core bargaining issues. In 14 agreements or less than one in ten (eight per cent) pensions were specifically included in the scope of bargaining. For example one agreement stated that 'changes to the pension scheme and benefits policies' would be amongst the specific matters, which were the subject of negotiation. In one large finance company a specific consultation and

negotiating committee was the formal mechanism through which the company and union consulted and, where necessary, negotiated on matters of present and future pensions policy. In another case in the finance sector a joint committee would consider proposals initiated by the bank or union relating to conditions of service that included, but would not be limited to, pay, hours of work, holidays and pension entitlements.

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#### 14. Bargaining on non-core issues – pensions, training and equal opportunities

Reference to issues	Pensions (%)	Training (%)	Equal opportunities (%)
Specifically included	14 (8.0)	12 (6.9)	14 (8.0)
Specifically excluded	54 (30.9)	54 (30.9)	54 (30.9)
Terms and conditions	99 (56.6)	100 (57.1)	99 (56.6)
Unspecified	8 (4.6)	9 (5.1)	8 (4.6)
Total	175 (100.0)	175 (100.0)	175 (100.0)

Source: TUC/LRD database of voluntary union recognition agreements (2003) \*Documented agreements, with provision for workplace or employer-level negotiations, retrieved from 253 survey responses

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In two cases involving the transfer of staff from the public to the private sector, although pensions were not specified as an item for bargaining, the agreements contained a commitment to the protection of existing workers' pension rights. In one the agreement ensured that the pension schemes offered to transferred employees would be of broadly comparable value to their existing NHS pension; 'In addition bulk transfer terms will be negotiated with all schemes in order to maximise the protection of NHS employees past service pension benefits. Where, in future, a transferred Trust pensionable employee is transferred on a second or subsequent occasion then they will be offered membership of a pension scheme, which offers the benefits that led to the first scheme to be certified as broadly comparable'. In the second case the new employer committed itself to offering all employees transferring from local authorities a 'mirror image' pensions arrangement.

However, bargaining on pensions was specifically excluded in nearly one third of cases (31 per cent). These included those agreements that restricted bargaining to core issues, plus a number that specified a range of core and non-core bargaining issues, but not pensions. Consultation on pensions was explicitly allowed for in 16 per cent of all analysed agreements while another three per cent allowed for representation and one per cent for the provision of information on pensions to unions.

The case studies suggest that recent changes to occupational pension schemes have implications for the negotiation of pensions. As companies move out of final salary pension schemes, into group or personal or stakeholder pension schemes, the ability of the union to influence the pension entitlement of their membership through negotiation diminishes,

as the determining factor is less the size of the employer's contribution into the pension scheme, but the way that the fund performs, in circumstances outside the control of both employer and union.

At Natnewsco the final salary pension scheme, where the union had a trustee, had closed to new employees who were eligible for a money purchase scheme only. Management indicated that it was unlikely that it would negotiate over pensions, but also commented that the union 'haven't ever approached us to talk about raising the employer contribution'. From the union side the new scheme was seen as 'nothing to do with us whatsoever' and the representative was convinced that 'the company are adamant they won't talk to anyone about pensions'. Yet he confirmed that, beyond the union's role as a trustee of the final salary scheme, pensions had always been excluded from the scope of bargaining, even prior to derecognition when the union was perceived by management to be stronger. Again, at Portco the final salary pension scheme had closed. It had been originally substituted with a stakeholder pension scheme, but the company's new owners were looking at a more suitable replacement, possibly a money purchase scheme. Management made it clear that it would not negotiate with the union on pensions and would not have brought the issue up had the Board not decided to propose the new scheme.

Even where occupational pension schemes remained, union leverage appeared to have been via its role as pension fund trustees rather than through workplace bargaining. There was an occupational pension scheme at Furnitureco and the senior shop steward was a pension fund trustee. Thus although pensions were not necessarily considered as a negotiating item, as a trustee the union felt it could influence decisions taken with regard to the scheme. At Bakeryco there was also an occupational pension scheme but it was administered by the parent company and there were no negotiations at company level on the scheme or any of its provisions. At Printco pensions issues were determined at parent company level and were therefore not a subject of negotiation under the recognition agreement. However, the parent company itself had a separate recognition agreement with the same union and would negotiate on the issue at that level. The occupational pension scheme, a final salary scheme, was shortly to be closed to new members.

At Quarryco, once again the final salary pension scheme had been closed and replaced by a group personal pension scheme. Management stressed that recognising the significance of this for workers with long service, it had attempted to consult widely with both individual workers and the union on this, but felt that the union had shown little interest in engaging on the issue. It indicated that had the union challenged the level of employer contribution to the new scheme it would have been prepared to negotiate; 'what we'd have ended up with I don't know, because it didn't actually happen, but I expected them to and we briefed them on it because we felt it was the right thing to do'. Similarly, at Dairyco it was the company that



appeared keen to put pensions on the agenda. The Head of Human Resources had attended the union's annual conference, specifically to hear the debate on pensions, as he believed employers had a social obligation to encourage workers to pay into pension schemes.

At Property servicesco pensions were listed as a matter for consultation only, defined as 'a genuine exchange of views with both parties considering in good faith the other party's views on the matter'. However, despite it being excluded as a negotiable item, the employer indicated that it would negotiate over any legitimate issues relevant to the union, for example, whether the operation of the pension scheme had the potential for discrimination. The union view was that pensions were an issue for negotiation. Indeed at the time of the TUPE transfer, and about the time that the partnership agreement was being formalised, there was an issue regarding pension rights, as the new employer did not have a final salary pension scheme. The union was able to conclude an agreement that allowed staff that transferred to remain within the existing pension scheme.

#### *Reference to training and equal opportunities*

Both training and equal opportunities were equally likely as pensions to be specifically excluded from collective bargaining (once again in 31 per cent of cases). In fewer than one in ten cases were these issues specifically included. In one agreement the issues for negotiation included pensions, equal opportunities, maternity, paternity, family and bereavement leave and pay and training and retraining. In another, it was stated that negotiations covered equal opportunities policies and procedures, training and pension entitlements.

Once again, in over half of cases bargaining was defined in general terms as being over 'terms and conditions of employment'. Although it may be concluded that the core issues of pay, hours and holidays were likely to be included under this remit, it was less clear that this was the case for the non-core issues of pensions, training and equal opportunities.

Although staff training was specified as the subject of negotiation in only seven per cent of agreements where there was collective bargaining, it was the subject of consultation in a further 19 per cent of all agreements and specified as an issue for union representation in another four per cent. One agreement specified a commitment to staff training, whilst another contained an assurance of union involvement in the training programme. In a further example the union was recognised for negotiations on collective matters on their members' pay, hours and holidays and to represent members collectively and individually in matters relating to training.

The agreements surveyed were all concluded prior to the legal changes giving specified rights to Union Learning Representatives, reinforcing the status of Union Learning schemes. The lack of reference to training in the

agreements may not be reflected in the content of newer agreements signed since 2002, but it would require further research to confirm this.

The case studies suggest that the situation may be more complex than the text of agreements suggest. Property servicesco's agreement did not refer to training or equal opportunities but the union nevertheless assumed that if issues arose they would negotiate over them. The company and union were working with the Learning and Skills Council to develop a drop-in programme of training for workers whose first language was not English.

At Printco the company did negotiate with the union on training. At Dairyco, training, according to the union, had been discussed although not in great depth, but it was clear from both sides that the issue was not closed to negotiation. At Portco the company reported that it had previously involved the workforce in discussions on training and would discuss the issue with the union. Dock regulations meant that training was a statutory issue for the company. The union representative also considered the company receptive and reported an incident in which agency workers had been offered training on machinery that permanent workers had not had – he raised this with the company and it was successfully resolved.

Union Learning projects supported by the government's Union Learning Fund and by new statutory rights to time off for Union Learning Representatives provide unions with the opportunity for involvement in the provision of vocational and non-vocational training. At Quarryco there had been little union involvement in company training, but there was cooperation on union learning and the existing shop steward had recently changed his role to that of Union Learning Representative. The company had given the union facilities to organise courses in the evenings at the end of a shift. This was welcomed by the union, although there were still issues about access, with workers with family commitments having difficulties availing themselves of the facility.

At Portco the company had Union Learning Representatives on other sites where the company and unions were involved in training dockworkers in skills that would enable them to increase their employment chances once they could no longer sustain heavy physical labour. At Natnewsco management reported that the company training budget had been cut, but it was discussing involvement in the union's training initiatives once the company had relocated. The company was not, however, prepared to participate in a union learning initiative involving training that was not work-related. At Bakeryco the company view was that while training was not a negotiating issue, but was determined by company priorities, it was open to the adoption of a training model based on partnership. The parties had jointly established a Learn Direct scheme to allow workers whose first language was not English (a high proportion of the production workforce were within that category) the opportunity to improve their communication skills in English. The company gave some paid time off for them to attend the training. At Furnitureco training was not considered as a negotiating

item even though the recognition agreement referred generally to the union as the sole bargaining agency 'for collective issues concerning conditions of employment'.

Equal opportunities were stated as an issue for collective bargaining in only eight per cent of agreements, but were a subject for consultation in 17 per cent of all agreements and for representation in four per cent. There was a commitment to develop equal opportunities and anti-harassment procedures in a number of agreements. For example at one bus company the agreement stated that 'both parties are committed to developing equal opportunities and anti-harassment procedures for employees or prospective employees. Both parties give a commitment to negotiate a comprehensive equal opportunities agreement after ratification of this Procedural agreement. Both parties are committed to ensure that the treatment of staff will be fair and equitable in all matters of discipline and grievance'.

In other agreements there were joint commitments to equal opportunities or employer equal opportunities policies were appended or referred to.

The cases studies suggest that union representatives often saw equal opportunities as an issue on which management took the lead. At Natnewsco, company policies, such as equal opportunity policies, were submitted to the union for comment and management were receptive to union amendments on these. The company view at Furnitureco was that the union could bring issues of equal opportunities to the negotiating table, although in practice it had not. At Bakeryco the union felt that the employer complied with its legal duties regarding equal opportunities and the company view was that on issues of equality it usually pre-empted the union. It saw equal opportunities as part of the ethos of the company, based on an understanding of how it operated. The union had raised issues about the diversity of the workforce. At Printco equality issues were under the remit of the parent company and were therefore not an item for negotiation under the recognition agreement. However, the union would pursue individual cases with the employer and the union was about to begin negotiations to update a bullying and harassment policy. At Portco the union representative reported that the issue had 'never arisen'.

#### Non-core issues: sick pay, redundancy and family-friendly policies

In addition to the non-core issues of pensions, training and equal opportunities, which were the focus of the study, the two most commonly stated issues in the agreements were sick pay and redundancy. The study also examined how far there was reference to the emergence of new non-core issues such as family-friendly benefits. Table 15 demonstrates that sick pay was slightly more likely than pensions, training and equal opportunities to be included in the scope of bargaining (11 per cent of agreements) and less likely to be excluded – in a quarter (25 per cent) of agreements it was explicitly not the subject of negotiation. Sick pay was stated to be the subject of consultation in nine per cent of all agreements.

## 15. Bargaining on non-core issues – sick pay, redundancy, family-friendly

Reference to issues	Sick pay (%)	Redundancy (%)	Family-friendly (%)
Specifically included	20 (11.4)	16 (9.1)	12 (6.9)
Specifically excluded	44 (25.1)	48 (27.4)	49 (28.0)
Terms and conditions	103 (58.9)	103 (58.9)	106 (60.6)
Unspecified	8 (4.6)	8 (4.6)	8 (4.6)
Total	175 (100.0)	175 (100.0)	175 (100.0)

Source: TUC/LRD database of voluntary union recognition agreements (2003) \*Documented agreements, with provision for workplace or employer-level negotiations, retrieved from 253 survey responses

Again the case study material suggests that the fact that an issue is not specifically included does not indicate that there is no bargaining over it. Of the nine case studies four had negotiated on sick pay even though the terms of the agreement did not specifically state that sick pay was included. At Printco a new sickness absence procedure had been negotiated since recognition. The procedure included return to work interviews, with those off work on more than three occasions in a six-month period losing their entitlement to occupational sick pay. At Portco the union negotiated to return to a situation where sick pay was paid in the first week and was aiming to get the three day waiting period where there was no sick pay removed, whilst recognising that it should not be paid from day one because of the possibilities of abuse. At Furnitureco there had been negotiations over sickness absence rates; the occupational sick pay had also been improved, with Statutory Sick Pay (SSP) doubling after three days' sickness absence. At Bakeryco the union was in the process of negotiating improvements to the occupational sick pay scheme. These negotiations aimed to achieve parity with other companies in the group, as historically the terms and conditions at Bakeryco were less favourable.

Redundancy was specifically included as an issue for negotiation in fewer than one in ten agreements (nine per cent) where there was collective bargaining and excluded in over a quarter (27 per cent). Redundancy was stated to be the subject of consultation in 14 per cent of all agreements although under the Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 1995, amending the Trade Union and Labour Relations (Consolidation) Act 1992, employers must consult with recognised unions when proposing to make 20 or more employees redundant. The primary obligation is to consult with any recognised unions. The fact that the legislation requires consultation, regardless of whether or not there is a recognised union, may be a reason for employers' greater willingness to conclude recognition arrangements. Given that they may at any time have to consult with employee representatives, there may be perceived benefits in consulting with individuals who already have been trained and understand the consultation process. At the same time unions may recruit and secure recognition when there are fears about redundancy or workplace closure. This may provide a context for the nearly one in ten agreements where the workplace had closed following recognition.

### *Reference to the emergence of new non-core issues*

Fewer than one in ten agreements (seven per cent) specifically included negotiation on 'family-friendly' policies; namely maternity and paternity or maternity support leave and pay, parental leave, adoption leave, compassionate or bereavement leave and time off for domestic emergencies. At one voluntary organisation the agreement stated that the 'following specific matters shall be the proper subject of negotiation: changes to salary policy and job evaluation grading process; changes to recruitment policy; changes to working hours and TOIL policy; changes to annual, exceptional and unpaid leave policies e.g. maternity/paternity, compassionate leave, carers leave, all forms of paid or unpaid leave of absence; changes to the pensions scheme and benefits policies; changes to policies covering termination of employment; suspension and extension of the probationary period; any other matters arising which members of the union wish to take regarding staff conditions of employment'. In just over a quarter (28 per cent) negotiation on family-friendly issues was precluded.

There was little evidence from the case study material of the unions being proactive on these issues. In none had company terms been improved as a result of negotiation by the union. The issue therefore may be not whether there was a right to bargain in respect of these issues but whether the union had sought to bargain.

### The codification of terms and conditions

The codification of substantive terms and conditions of employment is not generally considered to be the norm in UK collective bargaining (Flanders 1970). This was born out in the survey where in only one in ten (ten per cent) cases were the principal terms and conditions set out in the agreement. In some cases it is unclear whether the stated terms and conditions had been negotiated or agreed with the union or whether existing terms and conditions had been incorporated or attached. One agreement specifically stated that the union and company 'jointly agree on the following terms and conditions of employment'. Another, covering a company's specific contract with a large retailer, was designed to include the rates of pay and conditions of employment relating to operating staff. It encompassed salary review arrangements for the first four years of operations (linked to RPI) and enshrined a range of other conditions of employment including hours and holidays. The agreement stated that the Company Trade Union Forum would meet on a six-monthly basis to review the effectiveness of the agreement and discuss proposed amendments. However, 'as the mechanisms for improvements to salary and other financial benefits have already been determined, these will fall outside the scope of the Forum and management reserves the right to exclude issues which have a significant cost implication'. In one other consultative agreement the 'regulations governing conditions of employment are deemed to be incorporated in the agreement' and these reflected pay rates, hours and holidays.

# 8

## Bargaining processes and relationships

The specified method of collective bargaining, which the CAC may impose if the parties cannot agree on a method of bargaining, is a Joint Negotiating Body (JNB). The aim of the JNB is 'to discuss and negotiate the pay, hours and holidays of the workers comprising the bargaining unit' and defines the membership and organisation of this body. It goes on to specify a detailed procedure by which 'the union's proposals for adjustments to pay, hours and holidays shall be dealt with on an annual basis'. This comprises six steps, which stipulate how and when the union's claim shall be submitted and a strict time scale for meetings to discuss the claim and for the employer's response and provision for conciliation if no agreement is reached. The textual analysis of recognition agreements suggests how far arrangements adopted voluntarily reflect the statutory method in terms of bargaining machinery or a preference by the parties for a more flexible approach. Yet it is only by exploring the operation of the agreements in practice that what is meant by collective bargaining and the processes by which it operates emerge. It is the case studies that suggest the wider factors that influence bargaining outcomes and relationships following recognition.

### Reference to bargaining machinery

Although analysis of the sample of recognition agreements shows that collective bargaining over core issues predominated, a proportion of the agreements contained little in the way of actual negotiating procedures or frameworks and few references to bargaining institutions. This may be because negotiating procedures were developed separately or subsequently. However, in terms of those agreements collected, 55 per cent of those that specified negotiations made reference to a formal bargaining procedure or body, whilst the remaining 43 per cent did not. A number of agreements stated that issues would be dealt with by the grievance or disputes procedure. For example, in two, 'issues concerning formal negotiations in respect of pay, hours and holidays will be progressed through the company's grievance and dispute procedure', with the third stage the point at which formal negotiations commenced.

In just under one in five cases (17 per cent) where there was collective bargaining, there was reference to a joint consultative and negotiating

body, but in 15 per cent to a separate consultative body. In a number of agreements there appeared to be dual channels of employee representation post-recognition. Under one agreement the Staff Consultative Group (SCG) continued to function, representing all employees whether covered by recognition or not, and the union undertook to cooperate with members of the SCG who happened not to be union members. In another the company stated that it would continue to communicate and consult directly with employees and the Works Council, and that management, the Employee Works Committee and union representatives would meet regularly together as a Works Committee. In one agreement covering a local careers service there was a joint negotiating and consultative forum, but a clear separation between matters which were the subject of negotiation (pay and other conditions of service) and those operational strategies, staffing structures, personnel procedures, health and safety etc, which were the subject of consultation.

The fact that agreements did not refer to bargaining machinery does not necessarily mean that there were not formal procedures. For example, the partnership agreement between Property Servicesco and the union made no reference to bargaining machinery, but there were two liaison meetings a year where the union and employer discussed strategy. At the local level there were quarterly meetings between local management and local union representatives. These had been set up after the agreement had been concluded. Indeed the company was keen to empower the local representatives so that they felt confident about raising issues at work. At the local level formalised consultation machinery had evolved with representatives and managers linking to larger structures allowing a higher level of interaction.

At Dairyco there was a National Negotiating Committee. It did not form part of the original recognition agreement but there was a commitment in the agreement to set up such a structure within a defined period. The Committee was to meet formally once a year, with each side having a number of pre-meetings. At the first round of pay negotiations the committee also agreed to establish joint working parties to deal with specific issues. These ranged from developing policies on health and safety to examining the prospects for training. The union was looking to extend the machinery at site and regional level, given the company's growth in recent years.

At Healthco the recognition agreement made no provision for machinery for negotiation and none had been developed since the conclusion of the agreement. At Portco communication between the company and union was informal, there were no established bodies for negotiation or consultation and meetings were held as issues arose. In the previous year the parties had met around 15 times, most of the meetings concerning the pay settlement, but these were not minuted. This contrasted with the other site in the organisation where a number of unions were recognised and consultation and negotiation took place through a 'Port Council'. The

difference was largely attributed to the number of workers employed at each site. At the site covered by the case study, managers were accessible, facilitating informal communication with the union representative on a daily basis. This was also the case at Natnewsco, where once again there was no formal consultation or negotiating body. The agreement, however, specified that there should be quarterly meetings between the union representative and Human Resources Department and six-monthly/annual meetings between the union representative, branch official and director and/or company secretary. This represented a reduction in communication from the previous agreement which specified monthly meetings and quarterly meetings respectively. Although management suggested that the change might have reflected a decline in the power of the union, the union representative reported that the less formal system was effective.

The case study material suggests that one outcome of recognition has been to formalise the pay review and this may reflect the requirements of the statutory model. At Quarryco again there was no formal machinery and issues were dealt with as they arose, with the exception of the annual pay round where there was a fixed timetable and process. At Furnitureco too there was no formal procedural agreement but the parties did meet annually to discuss the pay claim, although for the last four years talks had ended with a company imposed pay freeze. There were also frequent, but ad hoc meetings, as issues developed. At Bakeryco the agreement did not establish any formal negotiating or consultation bodies. Dates for meetings for the annual pay rounds were agreed in advance and usually began in March with a pay anniversary date in June. These meetings were attended, on the union side, by the union full-time officer.

At Printco the anniversary date for the pay claim was 1 April. The union held a meeting of its members to draw together the pay claim with most members attending. There was some contact between union representatives in other branches of the parent company and information on the 'going rate' was exchanged. The union then put the claim in writing to the company and the first formal meeting was arranged. The process had been protracted; the negotiations for the 2004 pay claim began in March 2004 and had still not been resolved by the end of May 2004. However, other than the procedure for pay negotiations, there was no structure for negotiation. There were monthly informal meetings (meetings where there is no pre-determined agenda) between union representatives and the production manager and any major issues were raised at these meetings. The union representatives met with the full-time union officer every two months.

### The meaning of bargaining

The textual analysis raises the question of what is meant by the terms 'collective bargaining' and 'negotiation'. It has been suggested that these terms are not synonymous or interchangeable, but that collective bargaining is distinct in terms of its structural and institutional



arrangements and processes (Salamon 2000). At the same time the Trade Union and Labour Relations (Consolidation) Act 1992 states that collective bargaining means 'negotiations' relating to a number of substantive and procedural matters. Simpson has suggested that the statutory model of bargaining provides only an obligation for the parties to 'meet and talk rather than to negotiate or to negotiate with a view to reaching agreement or bargain in good faith' (Simpson 2000: 216). It does, however, provide an institutional framework. The case study evidence suggests that bargaining goes further than this. In all but one case pay and the method of determining pay increases were fundamental and at the core of the bargaining relationship.

In this analysis recognition has been treated as being for collective bargaining if the agreement confers bargaining or negotiating rights on the union for substantive issues. In one agreement negotiation was defined as 'for the purposes of reaching agreement and avoiding disputes' distinguishing it from consultation, which involved 'an opportunity to influence decisions and their application'. However, in other cases although the terms 'bargaining' and 'negotiations' were used, the extent of joint regulation was unclear. In one case under the heading 'negotiations', the agreement contained a commitment to meeting the union on an annual basis to review terms and conditions of employment and to give serious consideration to the views of the union. The union could put collective points to the company or trustees and the company would give full consideration of the union's views and undertake to give written responses and explanations of the company's position. Another ambiguous case aimed to ensure that 'through prior consultation and negotiation' the minimum of differences arose, but also stated that the union was entitled to 'represent collectively and individually its members employed in the factory in all matters relating to their employment and terms of employment'. In another agreement there was provision for 'discussions' on pay with an annual review date from 2002 and on hours and holidays from 2001.

Although the terms 'negotiation' 'consultation' and 'representation' were freely used within the text of the agreements, they were rarely defined in any detail and the case studies suggest that the definition of such terms was not usually discussed when the agreements were being negotiated. At Quarryco management reported that such definitions were not gone into in any detail, that they were not prescriptive, but gave the company latitude to determine what it wanted in its arrangements in the business. For the Human Resources Manager negotiation was about 'working together to arrange a compromise'. He said there had been a cynicism, possibly based upon history, that the company would go into negotiations saying it was offering 'x, y or z', but that it would not vary from that position. However, this was not born out by pay reviews since recognition, in the previous year the company had offered a four per cent pay increase, the union had stated it wanted six per cent and management had responded that it understood and would 'go away and think about what's possible'; it had come back with

an offer of five per cent, which the union had accepted. For management at Portco negotiation was seen in terms of a 'win-win situation', where 'both sides walk away satisfied'.

In the case of agreements based on models presented by one party the meaning that each side gave to the term 'negotiation' was often unclear. This was the case at Healthco where the Human Resources Manager said that he did not believe that the management side knew what was meant by negotiation, even though it was included in the agreement. Indeed, as an example of 'negotiation' he cited the company's willingness to 'consult' with the union over redundancies.

In the case study of Healthco it emerged that, while the agreement itself made reference to negotiation and consultation, the parties expressed their relationship in terms of representation. From the company side the Human Resources Manager was clear that, while he would not consult nor indeed bargain over issues like pay he 'could never stop' his workers being represented. Even prior to the recognition agreement the company had 'always acknowledged the right to be represented', though these rights had not been formalised into a procedural agreement. At Furnitureco the company believed that negotiation would cover anything that was contractual. The union defined the term slightly differently as 'anything where there was a plus' for the workforce.

The line between what the parties meant by consultation and what they meant by negotiation was sometimes difficult to draw. Indeed there is some evidence from the case studies that the parties may have had an entirely different understanding of the process in which they were involved.

Where there was a genuine desire to consult it was likely that this would involve elements of negotiation. As the manager at Property servicesco commented, 'anything that you consult over inevitably goes to a deal'. He could not see how, if the desire for consultation was genuine, there could be 'meaningful consultation' without an intention to conclude a deal.

The agreement at Dairyco covered negotiation, consultation and representation. Management defined negotiation as covering any issue in common but where the parties had a fundamentally different point of view. Consultation was over areas over which the company had the final view, the most significant of which was grading. It was the company's view that meetings on this issue had been restricted to consultation whereas it was the union's view that it had indeed negotiated on the issue. Similarly on pensions the company view was that this had never been raised in negotiations, particularly since hourly paid workers (the subject of the recognition agreement) were not members of the company scheme. However, from the union perspective, it described pensions being discussed 'at great length'. The problem may lie with the fact that the union perceives

that even when it is negotiating it does not necessarily mean that it will successfully conclude an agreement. This blurs the distinctions between negotiation and consultation.

### Factors influencing the bargaining relationship

The ability of the parties to negotiate may also be restricted by other factors, sometimes beyond their control. One that emerged from the case studies was the impact of parent company policies on bargaining at company level. At Bakeryco the size of the pot for distribution in the annual pay talks was set by the parent company. The parties could only alter the size of the pay award by trading other terms and conditions. At Furnitureco there had been no pay agreement in four years, because financial constraints imposed by the parent company gave little or no room for manoeuvre. The representative complained 'we never actually get to speak to the people you need to speak to. ... I'd rather speak to them and get the yes or no right now instead of waiting two or three weeks'. Such constraints tended to shift relations away from negotiation and towards consultation.

In the case of Natnewsco limited access to those with the power to make decisions also constrained bargaining. The union representative had a constructive relationship with the Head of Human Resources, but felt frustrated that he had more restricted access to the higher levels of decision making than he had enjoyed before derecognition.

### *Management style*

Although it is difficult to make overall judgements it appears that the individual experience, personalities and styles of senior management may affect the process of recognition and its aftermath. In a number of the case studies there had been changes in management personnel in the period immediately preceding recognition. At Printco, for example, the appointment of a new personnel officer, who had previously worked with unions, was seen to have made a difference. At Furnitureco a newly appointed Managing Director who was relatively open to union recognition was a factor.

The union representative at Natnewsco reported that management inexperience of working with unions had advantages when the parties negotiated the recognition agreement; here the union dealt with the company's legal representative; 'it got to one point where she said, "have I left anything out, is there anything else that we should do?" and it was very much us saying to them what they should do, the way to go about it, it was quite unique'. However, following recognition it caused difficulties; 'they have no experience of working with a trade union, what seems blatantly obvious to me is totally different to them, although I must admit that the differences are getting less and less'. At Portco the manager had worked in

the port sector most of his life and had experience of previous union recognition and appeared anxious that the new recognition was on a different footing.

#### *Union experience, support and training*

The case study material suggests that the experience and character of the workplace representatives themselves also play a role in determining the bargaining relationship. In a number of case study examples, the existence of long-standing union members in unrecognised workplaces had been an important factor in determining the union's decision to seek recognition. In Natnewsco the union representative had been in post since before derecognition in the 1980s and had sustained a union presence in the organisation during derecognition. At Printco there had been one long-standing member of the union who had worked for the company for many years prior to the campaign for recognition. Indeed the union had represented him in a grievance procedure and it was this successful intervention that led to recruitment. At Bakeryco there had been a single long-standing member of the union, who became a local representative following recognition.

A family connection to trade unionism can be important. For example, at Quarryco one of the leading union activists had been a union member for more than 20 years prior to recognition. His father had always been a trade unionist and he noted 'I was sort of born into it'. At Furnitureco, the union representative, who had joined prior to recognition had a parent who was a union official. In two-thirds of the case studies pre-existing union membership was a factor in recognition.

In contrast, at Healthco workers had transferred as a result of TUPE and none had been active in the union or held union office. Yet after the transfer two members of staff were obliged to act as union representatives without any real knowledge of the role and function of a local representative. In such cases the provision of training and support from the union is crucial; in a number of the case studies union representatives had not received training. At Healthco the absence of any training for the two individuals created an environment where relationships between themselves and the employer had broken down, as each side displayed a lack of trust and confidence in the other. At Quarryco the manager said that the annual pay discussions had improved once the representatives had become trained and gained experience. However, the shop steward had recently stepped down to become a Union Learning Representative, his replacements were inexperienced and a change in the full-time officer meant that for management the relationship with the union had entered a period of 'uncertainty', the most recent pay negotiations had been done without union representation.

At Printco there had been a delay of more than two years before training had been made available to the local representatives. This had an impact on

the quality of the representation they could offer to their members and also negatively affected relationships between management and union. The representative wished the training had happened earlier stating that it had given the representatives 'an opportunity to change and improve ourselves'. When asked why they had not sought training earlier the representative said that partly it may have been that they did not know about the training, but more significantly that they were apprehensive about the idea of undergoing training. For workers whose experience of formal education may have been negative there may be a reluctance to seek training in adulthood.

In a minority of the case studies there had been joint management/union training, usually immediately following conclusion of the recognition agreement. Both parties generally viewed this positively. At Dairyco every union representative had been sent on an extended five-day training course as soon as the agreement had been concluded. A feature of the course was that over the last two days managers, including site managers joined the course, which then focused on how the agreement should operate and how procedures should work jointly. This was really helpful, according to the respondents, because it meant that there could be agreed interpretations of what the agreement meant and how it would operate. The employer reported that they had spent a 'huge amount of time' training their managers, so that recognition had come at a time when there had been a development of management skills. The management subsequently kept itself informed of legal developments through regular three-monthly briefing breakfast meetings and by subscribing to industrial relations journals.

At Quarryco there had been 15 days of joint training for the Health and Safety Committee since recognition. At Bakeryco there had also been joint training, organised by Acas, which took place immediately following conclusion of the recognition agreement. Supervisory and management staff received training on handling disciplinary hearings. Additionally every site in the company had participated in partnership training following the conclusion of a National Partnership Agreement, signed by the union and the parent company. At Printco Acas had organised some initial training on recognition, which included role reversal, as well as the handling of disciplinary and grievances hearings. The Head of Human Resources had a Chartered Institute of Personnel Development (CIPD) qualification and she kept herself updated through its magazines and Acas and DTI publications. The parent company also provided six-monthly training updates.

#### *Employer support for the union in the workplace*

A proportion of the recognition agreements in the sample provided for employer support for unionisation in the workplace. This could take the form of informing new recruits of the existence of union recognition, supplying them with an application form or allowing the union to meet with them. There may also be a commitment to providing all employees with a

copy of the recognition agreement or allowing the union the opportunity to recruit in the workplace. There was some evidence from the case studies of such employer support and employers who adopted this strategy appeared to want to ensure that the union remained both representative and legitimate. This legitimacy reflected as much on the company as on the union. At Bakeryco the company had recently provided two-day access to the union to enable it to recruit, following its concerns that membership was slipping. At Dairyco the company had actively encouraged the union to recruit. It had taken a decision to recognise a union at a point in time when few workers were union members and had regularly assessed the strength of union membership, offering facilities to recruit when the overall proportion of union membership was declining, for example due to company expansion into new areas.

### Expectations of recognition

It appears that management sometimes had higher expectations of the impact of union recognition in terms of the demands placed upon them, than did the union-side. At Printco, management anticipated that the union would have asked for wider bargaining coverage from the recognition agreement than it actually settled for. The Human Resources Manager noted, 'I think they could have put in so much more than what they did. It's a bit of a shame actually'. Following recognition, in a number of the case studies managers reported that, beyond pay, the union had not raised issues for negotiation. Such instances may be due to the inexperience or lack of awareness of the union representatives. For example, pension schemes may be difficult to comprehend and it may have been unclear to lay union representatives what issues it was possible to negotiate over. Issues of equality may not appear, in the absence of union education, to be directly relevant to the bargaining unit.

The case studies show little evidence of any union bargaining agendas on equal opportunities or family-friendly issues. In these situations union representatives were often reliant upon full-time officers. At Quarryco the Human Resource Manager stated that the union had shown 'no interest' in discussions on training or equal opportunities', although the union representative had forwarded him documents from the national union on equal opportunities initiatives. It was the company that believed it had taken the initiative on equality issues, for example issuing changes to contracts to comply with new anti-discrimination legislation. The workplace union representatives referred such changes to the union regional office for its comments. At the same time the case studies revealed the significant work pressures on full-time union officers and the limitations on the support that they could give to individual workplaces once recognition had been secured. At Dairyco management expressed some disappointment about the pace of change. The complaint was that the union did not bring forward issues often enough. In the main this was due to the fact that the full-time officials were perceived as having to spend so much of their time 'firefighting', making it difficult for them to plan strategically.

However, from the union perspective the case studies also suggest that there was a reluctance to pursue too many contentious issues in the early stages of recognition, rather union representatives emphasised the need to establish a relationship with management and to avoid conflict. At Dairyco management was not hostile to negotiations over training or equal opportunities, but claimed that the union side had not raised the issues. The union however, pointed to the recognition agreement itself that contained an express provision for the development of equal opportunities policies and for their review from time to time. For the union the issue was not one of being unable to negotiate over these issues but rather that the agreement itself was still in its infancy and that negotiations over such issues would need to develop over time. As the union full-time official stated, 'there would be a lot more, sort of, embedding the union as part of the company at the moment .....but we're getting there'.

## The impact of recognition on workplace relationships

### *The context of recognition*

The case studies suggest that bargaining relations were influenced by the strength of the union in the workplace and the organisational history and context. As a union representative at Healthco stated 'agreements are fine but it is the working procedure that is important...whether they (the company) have respect for the union'.

At Natnewsco the Human Relations Manager described how historically the unions had always had a very strong role in newspaper publishing, but suggested that recognition was 'on a different footing now... it's more of a partnership'. It had been on a more formal basis, but 'because of the positions that the bargaining unit represents they haven't got as much leverage as maybe they had before, there was a much bigger power base for them so possibly their arguments are not as adhered to, as there isn't the power base for them to go out on strike or anything the company may see as detrimental, but the company does listen'. Similarly at Portco, management's perceptions of the power of the union in the past had influenced their approach to recognition and again there was a sense that changes in the balance of power between the parties meant that recognition was on a different basis. However, such perceptions may lead to unrealistic expectations of the relationship. At Portco management expressed disappointment when the union rejected a pay offer and balloted for industrial action, although it was not dissatisfied with the resulting pay increase since it was on the back of a two year pay freeze.

Similarly management at Furnitureco seemed to express frustration when the union was seen to assert their own interests. The agreement referred to the parties having 'a common objective in using the process of negotiation to benefit the company and the employees'. In practice, according to the company's management 'when contentious issues arise' the shop stewards looked at how they would be affected and responded accordingly. In

contrast the union representatives went so far as to suggest that the union was 'the management spokesperson for the workforce', particularly on issues of health and safety. This conflicting view of events was not confined to this case study. One theme that emerged from the case study interviews was how frequently the parties viewed the same events from opposite perspectives.

At Dairyco management described the company as 'paternalistic' in that its historical origins as a small family-run firm determined that it had operated more as a family enterprise, until size dictated the need to develop new structures of industrial relations. The company had wished to anticipate the future direction of industrial relations and therefore invited a number of unions to make presentations. The union chosen best fitted the company's aspirations and was seen as an organisation that was keen to develop agreements with it. From the union perspective it had previously represented some of the workforce that had been transferred under TUPE into the company, but where recognition had been lost when the agreement reached its date for renewal. The union had maintained a small, but relatively insignificant membership at the point in time when the approach for recognition was made. Quarryco was also a family-owned business and had initially sought to manage the recognition process by selecting the union it felt was acceptable to the company.

#### *Changes to workplace relations following recognition*

The case study evidence points to recognition being a catalyst for improved industrial relations in the workplace. Indeed, recognition often took place against a background of poor industrial relations, sometimes provoked by a particular grievance. At Quarryco both parties concurred that workplace relations were at a low ebb following the decision of the company to no longer apply an NJIC agreement. According to the union, over the course of three to four weeks, membership 'doubled, trebled or even quadrupled'. Following recognition, the union representative stated that relationships had got better, describing them as 'a true partnership'. The manager was slightly more cautious; for him the improvement was 'the forum for sitting down and talking to employees'. In his view, the catalyst for this happened to be recognition, 'but it could equally have been anything else, it's not recognition within itself'.

At Portco the background to recognition was an attempt by the company to introduce 'drastic' changes to the contract of employment during which it asked for some representatives of the workforce with which to consult. The two representatives who came forward happened to be union members and they requested involvement from a union full-time officer, which the company conceded, albeit in an advisory capacity. Management were unable to implement the change in contract in the face of opposition from the workforce, but according to the union representative consequently implemented a pay freeze. The attempt to change contracts provoked union organisation and then recognition. Relations between the parties following



recognition were characterised by the local representative in positive terms 'things are now progressing, we're all getting along fine and I think things will just get better now as we get more involved'. He described the first time the full-time officer came to the workplace following the ten years when the union had been derecognised as 'quite comical...he was brought back into this building and saw the old hands of the directors if you like...it was all, 'welcome back, we thought we'd never see you again''. Again the management were more cautious about any change in relations, stating they had never had a relationship with the union prior to recognition and that they couldn't identify any changes in workplace relations because the manager was 'a walk the floor type of guy' who had always had an open relationship with the workforce.

At Natnewsco recognition had been inspired by a change in ownership and a great deal of apprehension about the new owner, 'it was reminiscent of that last scene in *The Good, The Bad and The Ugly*, with everybody looking at each other – who's going to make the first move?' The union representative reported that the new management 'started very hostile and I think their tactic was to instil into everybody a little bit of fear that they were, you know, the management'. However, following recognition the new board had won respect because of their business management and the union representative concluded 'we've realised that they are approachable and they are willing to listen, their judgements may not be based on the criteria we would like, maybe more profit and loss, but at least you can approach them.... people realise we have to work with them and we do.... its purely professionalism...we approach things in a professional manner and so does the company'. This relationship was aided by the fact that the Head of Human Resources was seen as amenable and she concurred that 'there's more trust on both sides where there just wasn't before...there was an assumption that the other side was not going to comply and was going to use dirty tricks to get what they wanted'.

At Dairyco the union official described relations as having been very poor pre-recognition. The conclusion of the voluntary recognition agreement had changed relationships positively and he characterised the relationships following recognition as 'far exceeding what I would have expected'. This view was confirmed by the company using similar language to describe the relationship as 'very good, very close to be honest'. And this positive assessment extends also to relationships between the company and the workforce described as 'terrifically better than they were before'. At Printco, the Human Resources Manager admitted that at the time when the union first presented the claim for recognition employees felt 'undervalued' and that the company 'simply weren't interested' in the employees' views. The process leading to recognition and the procedures adopted since appeared to have fundamentally changed management/employee relations, now described by the same individual as 'a lot better' with an 'open-door policy' and channels of communication in place. The interview with the union representative presented a similar assessment of relations pre and post-recognition; 'they had improved ten-fold'.

At Bakeryco prior to recognition both management and the local union described workplace relationships as poor. There was a lot of suspicion of management from the workforce which did not feel its views were represented. However, between the union and the senior management team relations were cordial from the beginning, evidenced by the fact that it was the employer that approached the union for recognition. Since then relationships had 'matured and developed', with the parties working together. A similar picture emerged from Furnitureco. Immediately following the recognition agreement there was 'a lot of distrust' between employer and workforce, partly because the company changed hands and workers were unsure and uninformed about the company's future. Relations between the employer and the union full-time official had become 'extremely good', according to the employer. However, between management and workplace representatives and full-time officers, relationships were more likely to be dependent upon the personalities of the representatives.

#### *The outcome of recognition*

Although analysis in this report focuses on the coverage of specific bargaining issues, the case studies suggest that for the parties, the benefits of recognition were often seen in terms of representation and communication and security. In particular for union representatives it was the importance of having a 'voice' in the workplace. At Furnitureco, when asked what the union had gained from recognition, the local representative responded, 'it's all about being respected...having a voice...being listened to. We have got a voice and are listened to and in fact they welcome our opinion a lot now'. The employer echoed this 'the positives are when they can help sell or they can help influence the shop floor to understand an issue'. However, the manager's perception of achievements was often dependent on the attitudes of the local representatives on any given issue. Overall his assessment was that while recognition may initially have hindered change, it now probably helped it.

For the manager at Quarryco recognition had achieved its purpose since 'it's been a vehicle that has promoted in this company more employee dialogue for everyone's benefit'. Similarly at Portco, management believed the benefit of recognition was that 'it gives them a mechanism to get their point over ...the guys actually on the shopfloor...they now feel as if they've got some mechanism in place where they can get changes to terms and conditions rather than having what they received previously, which was agreements imposed on them...I think they've now got ...they feel they have a voice with the company'. The negative side of recognition was the perceived 'heavy-handedness' in the union's approach to the previous year's pay negotiations and threat of industrial action. The union representative's interpretation of his role was slightly different: 'a lot of them thought "oh yeah, we've got that in place now, we'll show them what for", I said "no you won't you're just one or two, we'll all decide" – but we kept a lid on everything'. At Bakeryco both parties believed that union

recognition had brought about a better understanding of the needs of the company and of individual employees and that the parties now treated one another with respect. The employer representative described the union as 'assistance to management in running the business'.

The importance of respect came through in many of the case studies, for the manager at Natnewsco recognition had helped to facilitate change in the organisation, 'they just want the respect of being consulted'. Whilst she praised the union's realism, at the same time she noted that the union 'have a habit of hopping back to how it was in 1973 and that is very frustrating...sometimes I don't think that they're as forward thinking as they possibly could be'. For the union representative the impact of recognition upon the workforce was seen in terms of providing them with confidence; 'it does give them more feeling of security that they know their union is recognised, that there is a body that they can come to if they have a problem, that they can fall back on, it does give them that feeling of security'.

In spite of the core and non-core issues that may be specified as the subject of collective bargaining in the recognition agreement, it was often much smaller, day-to-day issues, which gave rise to grievances in the workplace and where the union made its real impact felt. This is exemplified by the negotiation of on-site washing facilities at Quarryco. A member had complained to the union that his home washing machine had broken because it was jammed with grit which came off his work overalls. The union entered into negotiations for workplace washing facilities. The claim was initially rejected, but eventually conceded and a washing machine and dryer was purchased. Perhaps to the surprise of the company this resulted in budgetary savings since staff who had previously disposed of overalls when they got too dirty were now washing them at work. The purchase of new overalls went down by 25 per cent over the previous year. The representative regarded this as one of the union's most significant achievements and one that the workforce 'would never have got before recognition'.

Similarly at Natnewsco the union had been closely involved, on an informal basis, in securing compensation for staff paying the congestion charge and in discussions on relocation to a new building, including the provision of canteen facilities for night shift workers. At Printco the union was about to begin negotiations on updating an existing bullying and harassment procedure.

#### *Changes to recognition agreements*

There is limited evidence from the case studies of agreements being updated in the period since their adoption. At Dairyco the employer and union had been in discussions about changes. The company had suggested modifications to the disciplinary and grievance procedures, while the union wanted amendments to the agreement to take account of changes in the

company structure as it had expanded geographically. At Quarryco the agreement had been extended to include the recognition of a second union, although the text of the agreement adopted was identical with the exception of provision for single table bargaining.

The impact of the European Union (EU) Information and Consultation Directive, due to come into force in 2005, was referred to by two employers, and may provoke changes to recognition agreements in the future. The manager at Quarryco was concerned about non-union representation and had involved non-union representatives in the annual pay review when it was not possible for the union representatives to attend. He reported that this had worked well and was anticipating the implementation of the Information and Consultation Directive and the establishment of a Works Council which would have the potential to facilitate derecognition of the union if union membership dropped below 50 per cent.

At Portco both parties acknowledged that bargaining had extended beyond the scope of the agreement, which was confined to pay, hours and holidays, and management speculated as to whether as the relationship developed the unions would look to amend it, although they stated that they would impose the restricted agreement if the union attempted to take the company down a route it did not want to go. At Printco despite the development of a constructive bargaining relationship, the parties appeared to differ as to what was the most recent version of the recognition agreement. The submission of different drafts at different times meant that the union office, the employer and the union representative in the workplace all held different versions of the agreement. Most of the case studies reflected the situation at Healthco, where the agreement was not referred to in day-to-day bargaining, but described as 'on the shelf'.

# 9

## The coverage of procedural issues

An additional objective of the research was to identify the extent to which there was reference to a number of procedural issues in the text of recognition agreements concluded between 1998 and 2002. This may identify how far the drive by employers for greater organisational flexibility in the 1980s and 1990s is reflected in new collective agreements, through the removal of measures protecting against the exercise of unfettered managerial prerogative and the strengthening of managerial rights in the workplace.

### Bargaining on procedural issues

A small proportion of agreements specified collective bargaining on a number of procedural issues. Just over one in ten (12 per cent) agreements, where there was collective bargaining, explicitly included bargaining on health and safety. In addition a further ten per cent of all agreements stated it was a matter for consultation. Just over one in ten of agreements with collective bargaining (13 per cent) included the disciplinary procedure as a matter for negotiation, with slightly fewer providing for negotiations on the grievance procedure (11 per cent).

The case studies showed that generally procedural agreements, particularly grievance and disciplinary procedures, had been carried over from the pre-recognition environment. At Quarryco, for example, there had been no change. Most of the pre-existing procedures had been based on the Acas codes and had not been amended post-recognition. At Printco there had been a modification of the previous disciplinary and grievance procedures, but this change had been determined at parent company level and was mainly aimed at taking account of updated Acas advice.

### The right to manage

Nearly half of the analysed agreements (47 per cent) contained a statement on management's right or responsibility to manage the organisation. This right generally preceded acknowledgement of the right of the union to represent its members. In 36 per cent of the analysed agreements there was no such statement. In over a third of the cases (37 per cent) where there was such a statement it was expressed as the 'right' of management; for

example 'the union recognises the right of the company to plan, organise and manage the operation of the business'. In well over half (58 per cent) it was expressed in terms of their 'responsibility', 'function', 'duty' or 'objective'; for example 'the union recognises the company's responsibility to manage its affairs in an effective and efficient manner'. In three per cent it was expressed as both managements' 'right and responsibility'.

In some agreements the parties' responsibilities and interests were expressed in more mutual terms. For example, 'both parties commit themselves to make a positive contribution to the efficient and effective development of their mutual interests' or the company and union 'recognise their common interests and joint purpose in furthering the aims and objects' of the company.

In some cases management's rights were stated more specifically. In one agreement the unions recognised the right and duty of management to 'plan, organise and manage the business affairs' of the company and to 'determine the duties and responsibilities of individual employees and to reward them according to these duties and responsibilities' and to 'communicate with employees in order to maintain and improve the efficiency and effectiveness' of the company.

In one case the agreement went beyond management, to recognise the interests of customers and shareholders; 'the union recognises the right of the company to plan, organise and manage its operation of the business and with the support and cooperation of its employee stakeholders to fulfil its objectives to meet the needs of the customer as cost effectively and profitably as possible. To generate a return for the shareholder in line with business expectations, to strive continually to improve health and safety, efficiency, staff competencies and employment security of the company and its employees'.

### Organisational change

In the context of the proposed reassertion of managerial power in the workforce, and in keeping with the possible move away from status quo provisions, the sample of agreements were analysed for the provision for organisational change, defined as the introduction of technology; changes to working practices (including change to meet operational or customer requirements) and more general references to organisational change. These definitions do not include references to labour flexibility or mobility.

Over one third (38 per cent) of agreements made some provision for organisational change, whether the introduction of new technology or new working practices or something less specific. For example in one large communications company it was agreed that the parties would work jointly to ensure that the company 'shall successfully meet changing requirements as well as adapting quickly and easily to technological change'. Approaching half of agreements (45 per cent) made no reference to how

organisational change might be dealt with. Just under a third (31 per cent) of those where there was provision for change had status quo provisions compared to under a quarter (23 per cent) of those where there was no provision in the agreement for change.

#### *Reference to the introduction of new technology*

In just over one in ten (12 per cent) agreements was there provision for the introduction of new technology. Only two per cent of all agreements allowed for negotiation over the introduction of new technology. In another five per cent there was provision for consultation. For example in one agreement 'it is recognised that mutual benefits and job security will be derived through a climate of continuous improvement and the acceptance of new methodologies and technology'. Responsibilities of the union included to 'encourage and support participation by employees in developing operational change and to take full part in the consultative procedures to facilitate necessary changes for improving customer service'. In five per cent of agreements there is a statement on or commitment to technological change, but no reference to negotiation or consultation on this. In another agreement covering a logistics firm it was stated that 'the company requires a flexible approach, a high level of productivity and a willingness to accommodate change due to market/operational demands or technological innovation'. In seven out of ten agreements (70 per cent) there was no reference to new technology.

#### *Reference to the introduction of new working practices*

Provision for the introduction of new working practices was more common in agreements, with reference to it in over a quarter (28 per cent). Again very few agreements (three per cent) allowed for the negotiation of new working practices, although a greater proportion (18 per cent) provided for consultation on this issue than in the case of new technology. Less than one in ten (seven per cent) included a commitment or statement on new working practices, but no provision for negotiation or consultation. In one manufacturing agreement there was full commitment from the union 'to support changes wherever possible in work methods and technology, which will enhance the company's business position.'

In one in ten agreements (ten per cent) there was a more general provision for change. In only two per cent was there provision for negotiation on this, in four per cent for consultation; in one per cent for union representation and in four per cent a commitment to or statement about organisational change. In one agreement the parties recognised 'the challenge that change brings in the modern environment. They commit themselves to bringing about change in a manner that is properly managed and is in accordance with the procedures and principles established through this agreement in such a way that recognises the mutual needs of the employers and its employees. In service industries organisational change may be focussed on improving customer services. In one such agreement, 'the parties are

agreed on the need to establish and maintain an enterprise committed to high levels of quality, productivity and competitiveness by engendering customer focus and a positive response to change; and to respond quickly and flexibly to changes in demands for the company's services'. The agreement stated that it was the responsibility of the union 'to cooperate with the company in introducing more effective ways of working, including training, to improve service to the customer'.

Evidence from one case study suggested that the parties have had to adapt to organisational change in the period since the recognition agreement. At Bakeryco, redundancies, which had a major impact on the size of the bargaining unit, were actually announced on the day the agreement was signed. Although this was coincidental and in no way related to the signing of the new agreement, it did make relationships difficult in the early stages. Management commented that it had meant that they had to 'build up bridges after that'.

### Disputes procedures

Overall over half (52 per cent) of agreements contained some provision for dispute resolution. In just over a third (35 per cent) there was a specific disputes resolution procedure. In a further six per cent dispute resolution took the form of a collective grievance procedure and in another 11 per cent there was provision for the resolution of differences between the parties in a negotiating procedure. Eight per cent of agreements made reference to such procedures, but they were not attached and in three cases (one per cent) the agreement referred to a national or industry procedure. In one in five agreements (22 per cent) there was no disputes procedure or any reference to one in the agreement provided. One third (33 per cent) of these were signed by one particular union whose agreements could be generally characterised as briefer than most. Once again it was possible that disputes procedures were only formulated after the recognition agreement.

In those cases where there was provision for dispute resolution, in approaching two-thirds (61 per cent) the procedure provided time limits by which the specific stages of the process should be completed, in one third (33 per cent) there were no time limits. In over two-thirds (66 per cent) there was provision for Acas conciliation and in one in ten (11 per cent) for conciliation by another third party, sometimes an industry body. In nearly one in five (18 per cent) no provision for conciliation was stated. Where there were disputes procedures approaching one quarter (23 per cent) provided for binding arbitration, in another one in five (20 per cent) there was provision for arbitration, but it was not described as binding; in over half (54 per cent) there was no mention of any arbitration.

Nearly half of agreements (44 per cent) had provision for no industrial action until procedures were exhausted, but a third (35 per cent) had no such provision. In five per cent the procedure was not attached and it was



therefore unknown whether such provision had been agreed. Over two-thirds (68 per cent) of agreements with disputes procedures had such a provision.

The majority of agreements reflected the obligations of both parties. For example 'in the event of a dispute, all parties agree that there shall be no stoppage of work, restrictive practice, lock out or any form of industrial action or other disruption of normal working whilst the problem is still under discussion or until the disputes procedure has been exhausted'. In some agreements the obligation was less mutual. In one, 'no industrial action of any sort will take place as a result of any dispute, grievance or contention against the company until the procedure has been fully exhausted. It is further agreed that there will be no disruption to full normal working and cooperation by members of the union employed by the company as a consequence of any other industrial dispute'.

### Status quo provisions

It has been suggested that during the 1980s a number of employers removed status quo provisions in order to increase organisational flexibility. Such provisions restrain management's power to introduce changes unilaterally, ensuring changes will not be made until agreement has been reached or procedures exhausted. In some cases there is an accompanying obligation on the parties not to take any direct action – in the form of a strike or a lock-out. For example; 'the management agrees not to implement any change which is the subject of dispute until the matter has been considered in the committee. The union further agrees not to implement action unless and until the committee has failed to achieve a resolution of the matter in dispute. It is open to the committee at any time to agree to refer a matter which is in dispute to arbitration'. In another agreement it appeared that management had more freedom; 'it is understood and agreed that in the event that any dispute or difference cannot be resolved immediately such changes may as a matter of urgency have to be implemented immediately. Thus these changes may be implemented during the disputes procedure in such circumstances whilst both parties continue to resolve the differences through negotiation. Therefore whilst talks take place it is agreed that this status quo clause allows the company to respond to the market and continue development....to implement changes in the workplace and/or implement the installation or operation of new or relevant equipment. Where the business as determined by management does not require immediate changes then whatever agreement or practice existed prior to the difference shall continue to operate until the matter is resolved'.

In just over one in five (22 per cent) agreements there were status quo provisions. In most cases these provisions were contained in the main body of the agreement. In over half (56 per cent) of cases there was no mention of a status quo provision. In five per cent there was no status quo provision

in the main body of the agreement, but there was reference to a disputes procedure that had not been appended. In one other case the disputes procedure enshrined in the industry-wide agreement applied.

In the case studies, at Furnitureco the union viewed the status quo clause, which states that 'should the change result in dispute between the company and the union, the term or condition or work practice shall revert to what it was prior to the dispute and the change shall not be made until it is agreed through the negotiation procedure' as the most significant and distinctive feature of the agreement.

### Direct communication

In recent years it has been suggested that there has been a shift away from collectivism, with its emphasis on the management-union relationship, and towards individualism, focussing on the management-employee relationship (Salamon 2000). In one quarter of the analysed agreements (26 per cent) there was provision for direct communication with employees alongside union representation. In well over half (57 per cent) there was no such provision. In one case where there was provision for direct communication, the union was represented at the Consultative Forum, but the parties also agreed on the need to maintain open and direct communication with all employees on matters of mutual interest and concern. In 28 of the 66 agreements the right to direct communication was expressed as a mutual right for both employees and management. For example, four agreements signed by two different unions stated that every employee 'shall retain the right to individual access to management and management shall retain the right of individual or group access to employees on matters that concern an individual or a group of individuals'. In seven agreements direct communication was expressed as a management, rather than employee, right: 'management has the right to communicate and give instructions direct to all employees'. In one other it was stated as management's 'responsibility'.

At both Furnitureco and Bakeryco alternative forms of communication had evolved since the signing of the recognition agreement, in the case of Furnitureco because the company felt that consultation with the union was not the best way of ensuring that its views reached the workforce. More significantly the company felt that the union did not reflect the views of all employees, particularly in a situation where membership had declined (although it still remained at around 70 per cent). Informal information and consultation forums had been set up to which both union and non-union employees had been invited. Weekly team meetings also served as a means for consultation and the exchange of views and although one of the senior shop stewards was a team leader, and therefore attended the team meetings, these were viewed by the company as a more satisfactory medium for communicating its views. From the union perspective these informal structures also worked well. Management was accessible and could be approached at any time.

# 10

## Conclusions

This report provides an analysis of a representative sample of new voluntary recognition agreements concluded prior to and following the introduction of the statutory recognition procedure established by the Employment Relations Act 1999. Although it is always difficult to isolate the role of legal changes amongst the processes that influence industrial relations, this study suggests that the statutory recognition procedure has been an important influence.

The research has confirmed the extent of voluntary recognition recorded by the TUC/LRD surveys, suggesting that these new relationships had substance and in the majority of cases, appeared to provide a basis for longer-term relationships. Where recognition no longer exists it was largely because of workplace closure, mainly in the manufacturing sector. The variation between the content of agreements suggests that there has been active bargaining over the form recognition has taken and that agreements have been tailored to fit specific contexts.

Flanders suggested that historically one of the features of UK union recognition was that substantive issues have not been formally set out in signed agreements. This survey demonstrates that agreements concluded in the light of the legislation on statutory recognition have overwhelmingly taken the form of formal written agreements. It is possible that codification has been encouraged by the statutory procedure, since the existence of a formal collective bargaining agreement prevents a statutory claim.

Similarly the research demonstrates that a proportion of voluntary agreements mirrored the statutory award in confining bargaining to pay, hours and holidays only. Interestingly this was more likely in sectors where unionisation was historically stronger and where there had been conflictual industrial relations in the 1970s often leading to derecognition. The case study material suggested that in these cases management may have been more apprehensive about re-recognition and subsequent agreements may have reflected a desire to ensure recognition was on a different, more specified, basis.

Analysis of the agreements showed that very few expressed the recognition relationship in terms of 'representation'. This may be because recent statutory rights for unions to accompany workers on an individual basis have rendered agreements purely based on representation somewhat

superfluous. Those agreements that were restrictive in their scope were thus expressed in terms of consultation, but these were a small minority. The vast majority of agreements were for collective bargaining.

A substantial proportion of new voluntary agreements specified the inclusion of core bargaining issues and the majority specified pay; a minority specified non-core issues. In around half the agreements analysed the scope of bargaining was defined in general terms as for 'pay and conditions' or 'terms and conditions'. This may confirm Flanders' conclusions that in terms of the scope of recognition historically UK recognition agreements have been limited in the extent to which they specify substantive issues.

Procedural issues remain central to UK recognition agreements. A number of provisions for organisational change in some agreements appeared to reflect an assertion of managerial power over such issues. Since there is no body of historic agreements with which to compare this sample it is impossible to draw conclusions as to whether they constitute any significant change. The same applies for the inclusion of provision for direct communication with employees alongside union representation. The study of the text of agreements cannot take account of any procedures that have evolved in the period since recognition. However, the case study evidence suggests that these developments were important in clarifying relationships between the parties post-recognition.

Both managers and union representatives in the case studies defined bargaining as over 'terms and conditions' in their broadest sense and there had been bargaining over hours, holidays and sick pay. However, in reality the main outcome of recognition appears to have been the formalisation of annual pay bargaining. In all but one of the case studies there had been at least one pay round since recognition in which unions had formally negotiated over the pay increase and in most cases had perceived gains for the bargaining unit. Where bargaining on pay had been limited it was because of restrictions on available resources imposed by a parent company. This focus on the pay round, once again appeared to reflect the specified method of collective bargaining contained in the statutory procedure, which itself focussed on the annual pay claim. This, along with the evidence that pay was specified as a subject for negotiation in the vast majority of agreements in the sample, questions recent research (Brown et al., 1998) identifying a decline in collective bargaining over pay (although the bargaining units in the sample largely covered manual rather than white-collar workers).

In a number of the analysed agreements the form, depth and scope of recognition was unclear and ambiguous, questioning the meaning of the terms 'bargaining' and 'negotiation'. The case studies shed some light on the reality of bargaining and although the material cannot be generalised, in all but one, recognition had led to active bargaining between the parties. Even where bargaining was initially restricted the development of a

relationship between the parties over time meant that the scope of bargaining had extended beyond the core issues. The case study evidence suggested that recognition agreements are organic and that the parties recognised that they would develop and evolve over time. This is also true when considering the concept of partnership where again the case studies suggested that the parties viewed partnership as part of an evolving relationship, rather than something that could be imposed at the beginning of the process.

The case studies confirmed the evidence from the content analysis of the agreements that bargaining over the non-core issues of pensions, training and equal opportunities was more limited. In the case of pensions the move away from final-salary occupational pension schemes has altered the basis upon which unions can influence pension entitlement. For union representatives there appeared to be no clear bargaining agenda. Equal opportunities were often perceived by union representatives as employer-led. Statutory activity on equal opportunities and family-friendly policies may have encouraged this. No clear union agenda on equal opportunities emerged beyond a joint commitment to the employer's equal opportunities policy.

The influence of statutory provision was seen in the case of training, where the case studies captured the advent of joint activity over union learning initiatives, which go beyond employer-led work-related training. This particular form of training was not specified in the text of agreements, possibly because statutory rights for union representatives on union learning were introduced after the conclusion of the agreements in the sample.

While the survey reveals that only a minority of agreements covered the non-core issues of pensions, equalities and training there were other issues, most notably over sickness absence and sick pay, which the parties appeared to categorise as suitable for negotiation and over which there had been active bargaining. In addition to the specified core and non-core issues, it was often smaller, day-to-day issues which preoccupied workers and the case studies demonstrated that it was here that newly recognised unions could make an impact and effect change.

The case studies revealed that limitations on the scope and depth of bargaining reflected not only employer prerogative, but also the strength and aspirations of the union in the workplace alongside the experience and character of union representatives. A number of employers perceived a reluctance by union representatives to engage over certain issues. In addition it was clear that some union representatives had little experience or training to support active bargaining. Yet union representatives also saw the bargaining relationship as in the process of 'bedding in' and still in its infancy and were reluctant to raise issues which might undermine the emergent relationship early on.

At the same time the case studies indicated differences in perception between the parties in what could and had been negotiated. The parties may have had different interpretations of the processes they were involved in. One party may have believed that the process amounted to negotiation, whereas the other may have seen the process as one of consultation. This is one reason why there was sometimes a blurring of the two terms negotiation and consultation. Where the parties were constrained in negotiations due to policies set by a higher level of management this may also have had the effect of shifting the processes from negotiation to consultation.

The case studies highlighted the historical and organisational context of recognition and how far this affected the form, scope and depth of new agreements. The existence of individuals in the workplace who, for historic reasons, had a long-term commitment to trade union organisation was a factor in achieving recognition. Newly appointed senior managers, perceived as less hostile to recognition, may have also been a factor in conceding recognition. Management sometimes facilitated recognition in order to manage the process.

In addition to the influence of the Employment Relations Act 1999 on the conclusion of voluntary recognition agreements, the actions of the parties may also have been affected by legislation requiring employers to consult (mainly over redundancies) whilst in a number of cases recognition was the outcome of a change in ownership or of the transfer of staff under TUPE.

Analysis of the agreements shows that in a proportion of cases employers had introduced or retained separate consultative bodies and in the case studies some employers expressed a concern about non-union employee representation. It appears that one result of recognition is the emergence of dual channels of communication within organisations. However, employers also appeared to be anticipating changes to employee rights to information and consultation. In some cases, employers believed that the establishment of employee representative bodies both in response to union recognition, but also to forthcoming legislation, may allow them (intentionally) to supersede union recognition.

In those case studies where there had been past recognition, as well as some others, managers expressed the view that a change in the balance of power meant that recognition was or should be on a different footing than in the past, when unions were perceived as having too much power. This perception led in some cases to an expectation of consensus and non-conflictual relationships, possibly influenced by notions of 'partnership', and this expectation was also detected in the case studies of smaller family-owned companies that had selected the union which they recognised. It meant that when unions did assert some degree of independence or strength, for example in rejecting a pay offer or balloting members on industrial action, managers expressed feelings of disappointment and frustration.

A number of the recognitions arose in the context of specific grievances and poor industrial relations. Recognition had in these cases led to improved relations between the parties. In particular the provision of a voice in the workplace appeared as important an achievement as any improvements to terms and conditions, at least in the short term. This reflects Flanders' wider definition of recognition as not just about the pursuit of material standards, but about security and dignity in the workplace.

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# Appendix 1– Self completion questionnaire

The Form and Content of New Voluntary Trade Union Recognition Agreements

**Name of Employer**

**Year of agreement**

## Background

The main purpose of this questionnaire is to establish the form and content of new trade union recognition agreements and the extent of trade union involvement at the time they were first negotiated. A second, later part of the study will be to establish the extent to which parties' initial aspirations were realised in practice.

To take this forward we would like to examine copies of the agreements, where such formal agreements exist, or alternatively any supporting documentation associated with the recognition, as well as gaining the views of the parties to the agreement. It would be helpful, therefore, if you would complete this questionnaire for the above employer and provide any documentation you might have.

Question 14 asks about the nature of union involvement in the issues which recognition may cover. Here consultation is defined as where management elicits the views of employees through union representation before coming to a decision; negotiation as a decision arrived at through a process of mutual concessions, bargaining and/or agreement between the employer and union representatives. The sharing of information excludes both consultation and bargaining, and direct communication to employees with indirect union involvement excludes all three.

Many thanks for your help.

1. At the time the recognition deal was struck, which of the following **best** describes the form that it took?

Please tick one of the boxes

(a) Formal recognition with <b>written procedure agreement</b> outlining the scope of the agreement and procedures (signed by the parties).	
(b) Formal recognition <b>without written procedure but with supporting documentation to confirm recognition</b> (for example, noted in correspondence, minutes of meetings, etc).	
(c) No documentary evidence but recognition based on practice and/or verbal agreement/understanding.	
(d) No recognition recorded (for example, if no agreement was or has been reached).	

2. Have you a copy of the recognition agreement or other supporting documentation confirming recognition?

Please tick one

Yes	<input type="checkbox"/>
No	<input type="checkbox"/>

If no please go to question 5

3. Have you enclosed a copy of the written recognition agreement or supporting documentation confirming recognition?

Please tick one

Yes	<input type="checkbox"/>
No	<input type="checkbox"/>

If yes please go to question 7

4. Why have you not enclosed a copy of the recognition agreement or supporting documentation?

--

5. Is there another union officer who would be able to provide a copy of the written recognition agreement or supporting documentation?

Please tick one

Yes	<input type="checkbox"/>
No	<input type="checkbox"/>

If no please go to question 7

6. What is the union officer's name and contact details?

Name:	
Address:	
Telephone:	
Email Address:	

7. Does the employer still recognise the union?

Please tick one

Yes	<input type="checkbox"/>
No	<input type="checkbox"/>

If yes please go to question 9

8. Is the employer still in business?

Please tick one

Yes	<input type="checkbox"/>
No	<input type="checkbox"/>

If yes please go to question 11

If no please go to question 13

9. Are you the union officer who is most involved in negotiating and dealing with issues with the employer or is this someone else?

Please tick one

Myself	<input type="checkbox"/>
Someone else	<input type="checkbox"/>

If myself please go to question 12

10. What is the name and contact details of the union officer or workplace representative who is most involved in negotiating and dealing with issues with the employer?

Name:	
Address:	
Telephone:	
Email Address:	

11. Is the employer still operating from the workplace?

Please tick one

Yes	<input type="checkbox"/>
No	<input type="checkbox"/>

If no please go to question 13

12. What are the contact details of the employer and the name of the employer's representative most involved in the day-to-day management of employment relations?

Name:	
Address:	
Telephone:	
Email Address:	

13. **At the time of the original recognition agreement**, which of the following issues were covered in the original agreement?

Please tick as appropriate.

Issues	Included	Not included
Pay	<input type="checkbox"/>	<input type="checkbox"/>
Hours	<input type="checkbox"/>	<input type="checkbox"/>
Holidays	<input type="checkbox"/>	<input type="checkbox"/>
Pensions	<input type="checkbox"/>	<input type="checkbox"/>
Training	<input type="checkbox"/>	<input type="checkbox"/>
Equal Opportunities	<input type="checkbox"/>	<input type="checkbox"/>

14. **At the time of the original recognition agreement**, which of the following categories **best** describes the nature of the trade union involvement?

Please tick one for each issue	No union involvement	Management communicates directly with employees with indirect union involvement	Management provides information direct to the union	Management consults with the union	Management bargains with the union
Pay					
Hours					
Holidays					
Pensions					
Training					
Equal Opportunities					

15. **At the time of the recognition agreement**, did the agreement cover one or more than one workplace?

Please tick one

One workplace	
More than one workplace	

If one workplace please go to question 17

16. What is your best estimate of the total number of workplaces covered by the original recognition agreement?

Total number of workplaces	
----------------------------	--

17. What is your best estimate of the **current** proportion of all employees that the bargaining unit covered by the recognition agreement represents?

Proportion of employees	%
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**MANY THANKS FOR PROVIDING THIS INFORMATION**

Your Name		Position in the union	
Telephone		Email Address	

Please return in the prepaid envelope provided or send to: SIAN MOORE, WORKING LIVES RESEARCH INSTITUTE, ROOM 3.24, STAPLETON HOUSE, 277-281 HOLLOWAY ROAD, LONDON N7 8HN.

# Appendix 2 – The case studies

## Core bargaining only

### 1. *Portco*

Portco represented one division of a logistics and shipping company, owned by a Japanese investment company. Overall the company employed around 1,600 workers, but approximately 800 in ports services. It provided a range of services from ports on the north east coast including stevedoring, warehousing, road haulage and freight forwarding. The recognition agreement was signed in early 2002 by a large general manufacturing and transport union. The bargaining unit covered around 40 dock and warehouse workers based in four ports. The union was derecognised during the 1980s, although there was joint union recognition at another port serviced by the company. The campaign for recognition emerged from an attempt by the company to change employee contracts; which encouraged recruitment and enabled the workforce to involve a full-time union officer.

## Bargaining generally defined as covering terms and conditions

### 2. *Healthco*

Healthco was a 'leading sponsor of community based healthcare facilities', funding a number of public private finance initiatives in the health service. The agreement, signed in 1999 by a large public sector union, was a national recognition agreement covering 300 NHS support staff working mainly in cleaning and ancillary jobs in mental healthcare. The agreement covered seven sites throughout England and Wales. Most of the workforce was transferred under TUPE regulations in the previous two years. The union was keen to establish a formal relationship with the company, which viewed a union recognition agreement as assisting in the tendering process.

### 3. *Propertyservicesco*

Propertyservicesco was a property management and servicing company employing around 1,500 staff across the UK. It was part of a larger parent company involved in portfolio management and property development. The company had three major contracts to manage and service property in three organisations and the recognition agreement covered one of these contracts with a large public media organisation. The contract employed about 200 staff, who were transferred under TUPE arrangements from the

media organisation. The union and new employer entered into formal discussions prior to the transfer and were able to conclude a Partnership Agreement. The bargaining unit mainly covered cleaning and service staff, but included some technical and production workers represented by a broadcasting media union. The agreement was signed in 2002.

#### 4. *Bakeryco*

Bakeryco was a specialist bread making company based in the south east of England. It was a subsidiary of a large food manufacturing company with operations nation-wide. Bakeryco, which mainly supplied its products to a large supermarket chain, had been privately owned until purchased by the parent company in 1984. A longstanding union member had made attempts to recruit, but it was a change in management personnel, together with the support of the parent company, which recognised unions in its other subsidiaries, which created the conditions for the recognition agreement. This was signed in 1999. The bargaining unit consisted of 105 production workers all based at one location. There was a subsequent recognition agreement with another union covering a small group of engineering workers. The company recently suffered large-scale job losses after which the bargaining unit was reduced to less than half the size it was when the recognition agreement was concluded.

#### 5. *Natnewsco*

Natnewsco published four national newspapers – two daily titles and two Sunday titles and employed 1,000 people. It was acquired in 2000 by a large privately owned publishing and media group. It was based in London, but there were also workplaces in the north west, Scotland and Wales. The recognition agreement was signed in 2001 by a craft-based union in the manufacturing sector. The bargaining unit included around 260 workers engaged in sales, circulation, accounts, IT and production, but excluded journalists who formed another bargaining unit represented by another union. This was a semi-voluntary agreement, since both bargaining units were originally the subjects of a CAC application. The union was derecognised in the 1980s, but had retained a presence in the company. Recognition followed a change in ownership which prompted significant union recruitment.

#### 6. *Quarryco*

Quarryco was a family-owned and managed business in the south west involved in quarrying, road surfacing and the production of concrete products and with its own road haulage function. The company employed over 200 workers in four workplaces in the area. There was rapid union recruitment into two unions (a large general union and a large general manufacturing and transport union) following the company's decision to break with the NJIC agreement. The company then held what it described as 'a beauty contest' and concluded a recognition agreement with the large



general manufacturing and transport union in 1999. However, since the large general union sustained its membership in one of the workplaces the company signed a joint partnership agreement in 2001 involving both unions. The bargaining unit covered 170 hourly paid workers based in two workplaces and there was single table bargaining.

#### 7. *Printco*

Printco was a specialist security print company operating in the south west. It was part of a large parent company working mainly, but not exclusively, in the print sector. The company employed 150 workers on the site where the bargaining unit was located. A recognition agreement was concluded in 2001 with a craft-based union in the manufacturing sector. The bargaining unit covered 89 manual workers all based on one site. Recognition emerged from a recruitment campaign after the union targeted the company for recognition. The appointment of several new members of management who had previously worked with trade unions or who were not hostile to trade union organisation, facilitated the process, whilst union recognition existed in all other companies within the parent organisation.

#### Scope of collective bargaining unspecified

#### 8. *Furnitureco*

Furnitureco was a manufacturer of office furniture and had been based at one site in the north west since 1988. It was a subsidiary of a general manufacturing company, but the ultimate ownership of the group was vested in two individuals via a Swedish manufacturing company. The union had been attempting to recruit within the company for some time and gained a small number of members. The arrival of a new managing director with previous experience of working in a union recognised environment created the conditions for the signing of the recognition agreement in 1998. There was no other recognised union. At the time of the agreement the company employed around 260 workers and the bargaining unit consisted of 160 workers. However, following the agreement there were redundancies and at the time of fieldwork the company employed 91 workers of whom 55 were in the bargaining unit for which there was recognition.

#### 9. *Dairyco*

Dairyco was a leading liquid milk processing and distribution company. Its origins were in a small farm holding, established some 40 years ago and run by the same family ever since. The company supplied many of the large supermarkets with milk and dairy products and employed some 3,300 workers in 19 sites across the UK at the time of fieldwork. At the time when the recognition deal was concluded, it employed 2,500 workers at fewer sites. The bargaining unit covered more than 2,000 production, distributive, transport, clerical and ancillary workers at all 19 sites. The decision to

recognise a union came from the company. Management invited a number of different unions to make presentations on recognition and selected one that it felt shared its perspective. The union chosen was a large retail union, which had in fact been previously recognised by a small company that had been acquired by Dairyco and although it had been derecognised had maintained a small membership. The parties signed a sole recognition agreement in 2000. The agreement contained a statement of general principles committing the parties to work to develop a formal partnership process.

# Appendix 3 – Employer's representative topic guide

## THE COVERAGE AND CONTENT OF VOLUNTARY TRADE UNION RECOGNITION AGREEMENTS 1998-2002

### Employer's representative Topic Guide

#### RESEARCH OBJECTIVE

To establish the extent to which, in practice, the core issues of pay, hours and holidays and the non-core issues of pensions, training and equality are perceived by the principal parties to be subject to collective bargaining, consultation or the provision of information.

#### Introduction

I am from the Working Lives Research Institute at London Metropolitan University. We have been commissioned by the Department of Trade and Industry to carry out research on the content and coverage of new voluntary trade union agreements concluded between 1998 and 2002. The first stage of the research looked at the content of a sample of written recognition agreements; this is the second stage and comprises a series of case studies of bargaining following recognition. I'm going to start with some questions on the background to recognition, and then move on to what is the focus of the interviews – the agreement itself and bargaining relations since recognition. (Recheck it is acceptable to use tape recorder).

## **1. BACKGROUND (BRIEFLY)**

### **• Details of the organisation**

- Main activity
- Number of employees/sites
- Ownership (check if changed)
- How long has company been based at that location

### **• Personal details**

- Current post and what this involves
- Responsibilities
- Length of time in job

### **• Employee relations prior to recognition**

- Previous recognition for this bargaining unit
- How were terms and conditions of employment for this bargaining unit determined prior to recognition
- Were there any bodies for employee representation (consultative committees, Works Councils etc)

### **• The background to recognition**

- At the time of recognition for this bargaining unit was there recognition for any other bargaining unit in the workplace or wider organisation
- Who initiated recognition for this bargaining unit
- Was there existing union membership in the bargaining unit
- If so did the union provide individual representation prior to recognition (as opposed to right to accompany)
- How did management respond to the approach for recognition
- How would you describe the relationship between management and the union at this point
- How would you describe the relationship between management and the workers in the bargaining unit at this point

### **• Assistance in the recognition process**

- Was the CAC involved at any stage
- Was Acas involved at any stage
- Did management seek any legal advice (company lawyers or external)
- Were there any specific difficulties over any aspect of the recognition (prompt re bargaining unit, membership support etc)
- Why did the employer decide to recognise the union voluntarily
- Was there a voluntary ballot, membership check

### **• At the point of recognition**

- How would you describe the relationship between management and the union by the time that recognition was agreed
- How would you describe the relationship between management and the employees in the bargaining unit

- **The bargaining unit**

- Check number in bargaining unit, occupational composition and workplaces covered at point when recognition was agreed.
- What was the proportion of union members in the bargaining unit when recognition was agreed (membership check?)

## 2. **THE RECOGNITION AGREEMENT**

- **The background to the agreement**

- How did the parties go about negotiating the recognition agreement (meetings, exchange of documents etc)
- Did either party provide a draft/model agreement (how much was amended and how)
- Was there any involvement by a third party (Acas)
- Did management have any specific provisions that they wanted included or excluded from the agreement and did it succeed in this
- Were there any difficulties over any aspect of the agreement (explore)

- **Scope and coverage**

- Check whether sole or joint representation and if single table bargaining
- Does the agreement allow for negotiation, consultation or representation (explore using wording of agreement)
- Were any of these terms defined or discussed at the time, what would you say management's understanding of negotiation was at this point
- According to the Agreement what issues are covered by negotiation  
If core
- Why did the parties limit negotiation to these issues
- How was it anticipated that non-core issues would be dealt with  
If general terms & conditions
- What did management consider was covered by 'terms & conditions' (check whether it was to include pay, hours, holidays, pensions, training, equal opportunities and any other issues i.e. health & safety, flexible working, parental leave etc)
- Was there any reason the parties did not specify what was covered (explore if deliberately ambiguous or vague)
- If there was previous recognition for this bargaining unit or there is recognition for another bargaining unit is there any difference between this agreement and the previous/other agreement in terms of scope and coverage

- **Infrastructure**

- Did the Agreement provide for the establishment of any negotiating or consultative bodies
- If organisational infrastructure not part of agreement explore why not and whether developed subsequently

- **Procedures**
  - Were disputes, disciplinary or grievance procedures part of the agreement
  - If no explore why not and whether developed subsequently
  - Were existing procedures adopted or adapted or new ones introduced
  - Is there provision for third party intervention in disputes procedure
  - Is there binding arbitration or a no-strike agreement (if no strike explore why)
- **Partnership**
  - If the agreement is partnership explore background to this, why partnership and what it means to management
- **Satisfaction**
  - How satisfied was management with the actual formal agreement

### 3. THE PERIOD SINCE RECOGNITION

- **Processes**
  - Have any further agreements, procedures or joint policies been agreed since recognition for this bargaining unit
  - Have any bodies or structures been established for negotiation or consultation (explore if any existing employee representation bodies have been retained or amended)
  - Who from the union does the employer deal with and who from the employer is involved in dealing with the union (explore role of full-time officer)
  - How often has the employer met with the union since recognition (regular meetings, formal and informal meetings – can the union request meetings if issues arise)
  - Have there been any changes to the employer's Human Resources or employee relations function or personnel since recognition
- **Union organisation**
  - To the best of your knowledge has union membership in the bargaining unit increased, decreased or stayed the same
  - How many union representatives is the union entitled to for the bargaining unit
  - How was the number arrived at
  - How many representatives has the union currently got, has this increased, decreased or stayed the same
- **Bargaining unit**
  - Have there been any changes to the bargaining unit since recognition (numbers, definition in terms of occupation and workplaces covered)

#### **4. BARGAINING**

- **Pay round**

- Has there been a pay round since recognition
- If not why not, if yes what was the process and the outcome
- How satisfied was management with the outcome

- **Other issues**

- What other issues have been discussed with the union since recognition
- Have there been any changes to contracts or any other changes to terms and conditions and if so how were these dealt with
- Have there been any organisational or technological changes within the company since recognition and how this has been dealt with
- Have there been any disputes with the union

- **Bargaining and the recognition agreement**

- To what extent has bargaining reflected the scope and content of the original recognition agreement
- Have there been any changes or amendments to the recognition agreement to reflect the reality of bargaining
- Has management or the union raised pensions/training/equalities issues
- If yes how were they dealt with, if no how would they be dealt with (negotiation?), what about newly emergent issues like flexible working or parental leave
- In the light of your experience since recognition what would you say is meant by negotiation

- **Training**

- Did any members of management receive any training or support in dealing with a union or negotiating skills or handling grievances or disciplinaries following recognition (who provided it and was it adequate)
- Any joint training
- Did management receive any training or advice to deal with the recognition process

#### **5. THE RELATIONSHIPS BETWEEN THE PARTIES**

- Has union recognition met management's expectations (explore)
- How well would you say that processes set up as a result of recognition have worked
- What would you say is positive and what would you say is negative about the experience so far
- Are you aware of any possible costs to the organisation, what about benefits
- Would you say recognition has helped to facilitate or to hinder change within the organisation

- How would you describe management's relationship with the union now, in what way has it changed
- Would you say that recognition has led to any changes in relationships within the workplace
- How would you describe employment relations between management and workers in the bargaining unit now and in what way has it changed.



# Appendix 4 – Union representative's topic guide

## THE COVERAGE AND CONTENT OF VOLUNTARY TRADE UNION RECOGNITION AGREEMENTS 1998-2002

### Union representative Topic Guide

#### RESEARCH OBJECTIVE

To establish the extent to which, in practice, the core issues of pay, hours and holidays and the non-core issues of pensions, training and equality are perceived by the principal parties to be subject to collective bargaining, consultation or the provision of information

#### Introduction

I am from the Working Lives Research Institute at London Metropolitan University. We have been commissioned by the Department of Trade and Industry to carry out research on the content and coverage of new voluntary trade union agreements concluded between 1998 and 2002. The first stage of the research looked at the content of a sample of written recognition agreements; this is the second stage and comprises a series of case studies of bargaining following recognition. I'm going to start with some questions on the background to recognition, and then move on to what is the focus of the interviews – the agreement itself and bargaining relations since recognition. (Recheck it is acceptable to use tape recorder).

#### 1. BACKGROUND (BRIEFLY)

- **Personal details**
  - Union position & what this involves
  - Length of time in post (prior to or subsequent to recognition)
  - Previous union membership/involvement
- **Employee relations prior to recognition**
  - Previous recognition for this bargaining unit

- How were terms and conditions of employment for this bargaining unit determined prior to recognition
- Were there any bodies for employee representation (consultative committees, Works Councils etc)
- **The background to recognition**
  - Who initiated recognition for this bargaining unit
  - How would you describe the relationship between management and the union at this point
  - How would you describe the relationship between management and the workers in the bargaining unit
  - Was there existing union membership in the bargaining unit
  - If so did the union provide individual representation prior to recognition (as opposed to right to accompany)
  - How did management respond to the approach for recognition
- **Assistance in the recognition process**
  - Was the CAC involved at any stage, was a CAC application considered
  - Was Acas involved at any stage
  - Were there any specific difficulties over any aspect of the recognition
  - Why do you consider that the employer decided to recognise the union voluntarily (voluntary ballot or membership check)
  - Was there a voluntary ballot, membership check
- **At the point of recognition**
  - How would you describe the relationship between management and the union by the time that recognition was agreed
  - How would you describe the relationship between management and the employees in the bargaining unit
- **The bargaining unit**
  - What was the proportion of union members in the bargaining unit when recognition was agreed (membership check?)

## 2. THE RECOGNITION AGREEMENT

- **The background to the agreement**
  - How did the parties go about negotiating the recognition agreement
  - Did either party provide a draft/model agreement (how much was amended and how)
  - Was there any involvement by a third party (Acas)
  - Did the union have any specific provisions that they wanted included or excluded from the agreement and did it succeed in this
  - Were there any difficulties over any aspect of the agreement (explore)

- **Scope and coverage**
  - Does the agreement allow for negotiation, consultation or representation
  - Were any of these terms defined or discussed at the time, what would you say the union's understanding of negotiation was at this point
  - According to the Agreement what issues are covered by negotiation;
    - If core
      - Why did the parties limit negotiation to these issues
      - How was it anticipated that non-core issues would be dealt with
    - If general terms & conditions
      - What did the union consider was covered by 'terms & conditions' (check whether it was considered to include pay, hours, holidays, pensions, training, equal opportunities and any other issues i.e. health & safety, flexible working, parental leave etc)
      - Was there any reason the parties did not specify what was covered (explore if deliberately ambiguous or vague)
      - If there was previous recognition for this bargaining unit or there is recognition for another bargaining unit is there any difference between this agreement and the previous/other agreement in terms of scope and coverage
      - Does the union consider there is anything distinctive about this agreement
- **Infrastructure**
  - Did the Agreement provide for the establishment of any negotiating or consultative bodies
  - If organisational infrastructure not part of agreement explore why not and whether developed subsequently
- **Procedures**
  - Were disputes, disciplinary or grievance procedures part of the agreement
  - If no explore why not and whether developed subsequently
  - Were existing procedures adopted or adapted or new ones introduced
  - Is there provision for third party intervention in disputes procedure
  - Is there binding arbitration or a no-strike agreement (if no strike explore why)
- **Partnership**
  - If the agreement is partnership explore background to this, why partnership and what it means to the union

- **Satisfaction**

- How satisfied was the union with the actual formal agreement

### **3. THE PERIOD SINCE RECOGNITION**

- **Processes**

- Have any further agreements, procedures or joint policies been agreed since recognition
- Have any bodies or structures been established for negotiation or consultation (explore if any existing employee representation bodies have been retained or amended)
- Who from the employer does the employer deal with and who from the union is involved in dealing with the employer (explore role of full-time officer)
- How often has the union met with the union since recognition (regular meetings, formal and informal meetings – can the union request meetings if issues arise)

- **Union organisation**

- Has union membership in the bargaining unit increased, decreased or stayed the same (explore)
- How many union representatives is the union entitled to for the bargaining unit, how many has the union currently got, has this increased, decreased or stayed the same (explore)

- **Bargaining unit**

- Have there been any changes to the bargaining unit since recognition (numbers, definition in terms of occupation and workplaces covered)

### **4. BARGAINING**

- **Pay round**

- Has there been a pay round since recognition
- If not why not, if yes what was the process and the outcome
- How satisfied was the union with the outcome

- **Other issues**

- What other issues have been raised or discussed with the employer since recognition
- Have there been any changes to contracts or any other changes to terms and conditions and if so how were these dealt with
- Have there been any organisational or technological changes within the company since recognition and how this has been dealt with
- Have there been any disputes with the employer

- **Bargaining and the recognition agreement**

- To what extent has bargaining reflected the scope and content of the original recognition agreement
- Have there been any changes or amendments to the recognition agreement to reflect the reality of bargaining
- Has the union raised pensions/training/equalities issues
- If yes how were they dealt with, if no how do you think they would be dealt with (negotiation?), what about newly emergent issues like flexible working or parental leave
- In the light of your experience since recognition what would you say is meant by negotiation

- **Training**

- Have union representatives received any training or support in negotiating skills or handling grievances or disciplinaries following recognition (who provided it and was it adequate)
- Any joint training

**5. THE RELATIONSHIPS BETWEEN THE PARTIES**

- Has union recognition met the union representatives expectations (explore)
- Do you consider that recognition has met workers' expectations (explore)
- How well would you say that processes set up as a result of recognition have worked
- What would you say is positive and what would you say is negative about the experience so far
- What would you say the union's relationship with management is like now, in what way has it changed
- Would you say that recognition has led to any changes in relationships within the workplace
- How would you describe employment relations between management and workers in the bargaining unit now and in what way has it changed.

# Appendix 5 – Examples of Agreements

## 1. Core bargaining only

### Recognition Agreement

'The parties' to the Agreement are <the Employer> referred to throughout this document as 'the Company' and <the Union>.

#### 1. Purpose

The intention of this Agreement is to maintain and further the best possible relationship between the Company and the employees within the agreed bargaining unit and <the Union>.

It acknowledges the desirability of achieving reasonable and equitable solutions to any problems which may arise between the parties.

Both parties commit to make a positive contribution to the efficient and effective development of the mutual interests of <the Employer> and its employees.

Both parties acknowledge that industrial action is detrimental to the interests of the Company and its employees including <the Union> members.

#### 2. Scope

The Company recognises <the Union> as the sole bargaining Union, for Collective Bargaining for PAY; HOURS and HOLIDAYS only. (Pay, hours and holidays to be defined by reference to the provisions of the Employment Relations Act 1999)

The Collective Bargaining Unit for the Company will comprise of the following job titles;

Technicians 1

Technicians 2

Operatives 1

Operatives 2

Assistant Press Room Managers

The Company will communicate its recognition of <the Union> during its interview process.

### 3. Collective Bargaining

It is agreed that the Company and the Trade Union will negotiate as per the agreed Method of Conducting Collective Bargaining document.

Negotiations will commence on \_\_\_\_\_

Any changes to the provision of PAY, HOURS and HOLIDAYS, made as a result of concluded Collective Bargaining between the Company and <the Union>, will be detailed in an appendix which, where appropriate, will form part of this Agreement. Those agreed changes, will be incorporated in the Terms and Conditions of Employment for those individuals, within the agreed bargaining unit where the individual contracts permit.

### 4. Representation for Collective Bargaining

The Company will conduct Collective Bargaining with elected members who will constitute the Joint Negotiation Body, (JNB) as per the agreed Method of Conducting Collective Bargaining document.

### 5. Paid and Unpaid Time Off for <the Union> members' representatives

The Company will agree to <the Union> members' representatives requesting reasonable time off to pursue their <the Union> duties or activities, only at such times when it is deemed by the Company, that time off will not detrimentally affect the production of any publication.

Each application for time off will be considered on its own merits.

Every application for time off should be provided to the line manager. A minimum of five working days' notice is required from <the Union> members' representatives plus details of the following;

- The purpose, the location and the timing and duration of such time off.

In addition <the Union> members' representatives who request paid time off to undergo relevant training, should provide to their line manager, with a minimum of four weeks' notice prior to the commencement of the course, the following;

- A copy of the complete syllabus

The Company will agree to reasonable paid time off for <the Union> members' representatives to perform the following duties;

- Prepare for negotiations relating to the Collective Bargaining process.
- Inform <the Union> members of the progress of these negotiations.
- Explain the outcome of these negotiations to <the Union> members.
- Training to carry out negotiations for the purposes of Collective Bargaining, as approved by the Trades Union Congress or <the Union>. Pay will be calculated as per basic salary.

<The Union> members' representatives will not be entitled to paid time off for;

- Any trade union activity carried out at a time when he or she would not have otherwise been at work,
- Meeting full-time <the Union> Officials to discuss any issues, other than the Collective Bargaining Process and outcome,
- Voting in <the Union> elections,
- Branch, Area or Regional meetings where the business of <the Union> is under discussion.
- Meetings of official policy-making bodies such as Executive Committee or Annual Conference.

#### 6. Facilities for <the Union> Members' Representatives

The Company will agree to the following facilities;

- A notice board
- The use of a Company telephone, following the authorisation from the line manager. (The company reserves the right to monitor the duration of such calls, for auditing purposes).
- Accommodate authorised meetings

#### 7. Unpaid Time Off for <the Union> Members

The term '<the Union> Members' refers to those individuals with the job titles which are included in the Bargaining Unit for Collective Bargaining purposes who are members of <the Union>.



Unpaid time off will be granted to Trade Union members to attend the bargaining unit's meetings.

The Company will agree to <the Union> members requesting time off to attend the bargaining unit's meetings, only at such times when it is deemed by the Company that the time off will not detrimentally affect the production of any publication.

Each application for time off will be considered on its own merits.

Every application for time off should be provided to the line manager. <The Union> members' representatives are required to give a minimum of five working days' notice before holding the bargaining unit's meeting.

## 8. Obligations

Both parties agree to abide by those clauses detailed in the Method of Collective Bargaining document in conjunction with this Agreement.

## 9. Modification

This Agreement, although not legally binding, has been entered into freely by both parties who recognise it is intended to be binding in honour. They therefore undertake to safeguard the provisions of the Agreement and prevent any person acting in breach of it.

10. This Agreement will be reviewed in six months' time and in any event is subject to three months' written notice at any time by either party.

2. Bargaining defined as over core issues plus specified non-core issues

### **Recognition agreement**

This Agreement is made between <The Employer> (the 'Company') and <the Union> (the 'Union') and referred to collectively as the 'Parties'.

Subject to the terms of this Agreement, this Agreement is for a fixed period of 12 months from <DATE> to <DATE>.

### **1. OBJECTIVES**

1.1. Good industrial relations are the joint responsibility of the Parties and need the continuing co-operation of all concerned-management, the trade union and employees. This Agreement is designed to encourage and assist that co-operation.

1.2. 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 agree to use all reasonable endeavours to reach agreement on all issues and to explore solutions that recognise the needs of the other party.

1.3. The Parties are committed to developing equal opportunities and anti-harassment policies and procedures for all employees and prospective employees. The Parties are committed to ensure that treatment of all employees shall be fair and equitable in all matters of discipline and grievance.

### **2. SCOPE OF THIS AGREEMENT**

2.1. The Company agrees to give recognition to the Union for collective bargaining purposes to those hourly paid employees employed in the warehouse operation of the business of the Company. The Company's agreement is without prejudice to its belief that the correct bargaining unit for the purposes of recognition with the Union should be all the hourly paid employees who work in the warehouse, pre-packing and transport sections of the Company.

2.2. Items agreed to be negotiable are listed in Appendix A, Part 1 and items agreed to be subject to consultation are listed in Appendix A, Part 2.

### **3. GENERAL PRINCIPLES**

3.1. The Company and the Union recognise their common interests and joint purpose in furthering the aims and objectives of the Company and in

achieving reasonable solutions in all matters that concern them. The Parties declare their common objective to maintain good industrial relations.

3.2. The spirit and intention of this Agreement is to bring about a prompt and satisfactory settlement of any problem or grievance. No industrial action, threats, embargoes or departures from normal working will take place until the procedures established under this Agreement have been exhausted.

3.3. The Company and the Union agree that the terms of this Agreement are only binding in honour upon them and the terms do not constitute a legally enforceable agreement.

#### 4. UNION REPRESENTATION

4.1. A Negotiating Committee will be established for the purposes of discussing matters covered by this Agreement.

4.1.1. The membership of the Negotiating Committee shall comprise of a maximum of four members of two representatives from the Company and two elected representatives from the Union.

4.1.2. The Company shall select its own representatives and the names and contact details shall be given to the Union together with any subsequent changes.

4.1.3. The Union shall select those individuals who are employed by the Company and who work inside the warehouse operation, but in all other respects the Union shall be free to select its representatives in accordance with its own rules and procedures.

4.1.4. The Union agrees to inform the Company of the names of all elected representatives in writing within five working days of their election and to inform the Company in a similar manner of any subsequent changes. The credentials for each elected union representative shall be recorded on a duly completed form as reproduced at Appendix B.

4.1.5. Facilities will be provided by the Company for elections to be held as required by Union rules and procedures.

4.2. Meetings of the Negotiating Committee shall take place as mutually agreed between the Parties. Meetings will normally be held within five working days of a formal request being submitted by either Party. A quorum for the meetings of the Negotiating Committee shall be not less than one representative from each Party. Minutes of the meetings shall be taken, circulated to the Parties in draft form and subsequently agreed.

4.3. All agreements reached between the Parties shall be recorded in writing and be signed by duly authorised representatives of the Parties.

4.4. Union representatives on the Negotiating Committee will be permitted to take reasonable time off during working hours to enable them to carry out their Union duties and to obtain training, provided prior permission is obtained from the Company. The Union representatives will have regard to keeping disruption to production levels to a minimum when seeking permission for paid time off during working hours. Both the Union and the Company shall also have regard to the guidance as set out in the ACAS Code of Practice No 3 on Time Off for Trade Union Duties and Activities.

4.4.1. The Company shall allow the elected union representatives for a maximum of 15 minutes each day to hold private trade union consultations for the purposes of consulting with one or more employees who are union members. Such consultations to take place between 12.45 and 1 o'clock on each normal working day. The Company shall make available a suitable room and facilities, although the actual room may vary from day to day.

4.5. The Company recognises that Union representatives fulfil an important role and that the discharge of their duties as Union representatives will in no way prejudice their career prospects or employment within the Company.

## 5. FACILITIES

5.1. The Company will provide reasonable facilities for Union representatives to carry out their functions effectively.

## 6. CHECK OFF SYSTEM

6.1. The Parties agree that a check off system will operate whereby the Company will deduct Union subscriptions from the wages of Union members and pay them to the Union each month with a schedule of payment. Individual members will authorise deductions in writing, appropriate forms being provided by the Union representatives.

## 7. REFERRALS TO ACAS

7.1. The Parties can refer any differences between them that are not resolved through the discussions at the Negotiating Committee to Acas for conciliation. The Parties agree that a matter can be referred to conciliation at any stage if it is clear that no further progress is likely to be achieved in the Negotiating Committee.

7.2. If under the auspices of Acas conciliation, agreement is reached, both Parties will agree a timetable for implementation of any such agreement.

## 8. VARIATION

8.1. This Agreement may only be varied by mutual agreement of the Parties. Changes must be recorded in writing, signed, and authorised by the Parties.

## 9. TERMINATION

9.1. This Agreement can be terminated by either party, giving not less than one month's written notice to each other. Written notice shall be sent to the appropriate address as set out above.

9.2. This Agreement shall terminate forthwith upon a merger of the Union with any other body, whether a trade union or otherwise.

## APPENDIX TO THE AGREEMENT

Items agreed to be negotiable are listed in Part 1 and items agreed to be subject to consultation are listed in Part 2.

### PART 1

Contract Changes

Terms and Conditions

Hours of work/working week

Holidays/Paid leave

Rate of Pay/Skill rate

Sick Pay -

Procedures (Discipline/Grievance)

### PART 2

Team Sizes/Targets

Health and Safety

Working Practices

Labour Transfers/Deployment

Conditions-Environmental

Absence Control

Training

### 3. Bargaining defined as including core and non-core issues

MEMORANDUM OF AGREEMENT dated <DATE> Between <the Employer> (hereinafter referred to as the COMPANY) and on the other part <the Union> (hereinafter referred to as the UNION) in respect of the REMUNERATION and CONDITIONS OF EMPLOYMENT of the Hourly Paid Grades employed at the under mentioned Depots;

<DEPOT NAMES>

#### 1.00 INTRODUCTION

The intention of this Agreement is to establish a comprehensive structure for dealing with Remuneration and Conditions of Employment at the Company's depots specified in paragraph 1.03 below, with <the Union>.

#### 1.01 PARTIES TO THE AGREEMENT

The signatories to this Agreement being <the Employer>, hereinafter referred to as the COMPANY, and <the Union>, hereinafter referred to as the UNION, agree their intention to be bound by its conditions for the period specified in paragraph 1.04 below.

#### 1.02 RECOGNITION

The Company recognises that the Union has separate recognition and negotiating rights with the Company at these depots and within the areas defined in paragraph 1.03 below.

#### 1.03 SCOPE AND ORGANISATION

The depots at which the COMPANY has granted the UNION separate recognition and negotiating rights, are:

<DEPOT NAMES>

The Company organisation is defined as:

Management

Clerical

Hourly Paid Grades

Recognition is granted for the Hourly Paid Grades only. The subjects of mutual interest to the signatories to this agreement will include the following:

- Wages - basic rates, job rates, incentive bonuses, overtime/shift premium rates, adverse condition payments/allowances, equal pay.

- Health & Safety, relevant Environmental matters, and Welfare.
- Disciplinary and Grievance procedures.
- Hours of work and work patterns.
- Pensions.
- Redundancy.
- Equal opportunities.
- Holiday entitlements, pay and arrangements.
- Sick Pay.
- Changes in work practices and/or organisation which affect the employees, including the introduction of new technology.
- Other matters which are of legitimate interest to the employees.

Both signatories agree that the above list may not cover all the subjects of mutual interest, and may raise additional items for discussion not included in the above list.

#### 1.04 PERIOD OF THE AGREEMENT

The conditions within this Agreement and the principals and practices shall apply from the date of its signing, unless either party gives 3 months notice in writing of cancellation of the Agreement.

The date of the review of the Term and Conditions of Employment of the Employees covered by this Agreement, shall remain the <DATE> of each year.

#### 1.05 COLLECTIVE AGREEMENTS

The terms of the Agreement between the Company and the Workforce dated <DATE>, and relevant provisions of previous Agreements have been incorporated into this document.

#### 1.06 FAILURE TO OBSERVE THE AGREEMENT.

The parties to this Agreement confirm that there is no intention to be bound by legal enforceability except where defined by Statutory Instruments, but they pledge their support to be bound in honour to its terms and conditions. Any dispute arising from the terms of this Agreement shall involve the procedure for the Avoidance of Disputes by either party and no Lock Out or

withdrawal of labour or other Industrial Action will result until this procedure has been exhausted.

#### 1.07 PROCEDURE FOR THE COLLECTION OF UNION CONTRIBUTIONS BY DEDUCTION FROM WAGES.

The month following the signing of this Agreement the Union Contribution of employees who are members of the Union will be deducted by the Company at source from the employees weekly wage payments.

##### i. Authority for Deduction.

The Union Representative will supply to the Personnel Manager the form(s) authorising the deduction of the employee(s) Union Contributions duly completed and signed.

##### ii. Change of Contributions

The Union will give to the Company three months notice of any change in the general level of contributions. The Company will require in writing notification when contributions are due to change because of an employee's age, ill health, etc.

##### iii. Cancellation of Deductions

Notice of termination of employment will be taken by the Company as reason to cease deductions as from the date of leaving the Company, or upon written notice from an employee that he/she wishes to cease their contributions.

##### iv. Payment of Monies to the Union.

The Company will submit a cheque for the total Union Contributions deducted from wages within seven days of the end of each month.

##### v. Indemnification

The Union shall indemnify and keep indemnified the Company and its servants from and against all claims, demands, suits, judgements, attachments and from all liabilities as a result of such deductions in accordance with the foregoing authorisation and the Union will forthwith upon request by the Company refund directly to the employee any deduction incorrectly made.

##### vi. Administration Charge

The Company may deduct from the collection of contributions made on behalf of the Union a charge of 5.00% as a contribution towards administrative costs.



## vii. Termination

The Company or the Union may terminate this procedure at any time by giving the other party three month's notice in writing.

## 1.08 LOCAL UNION BRANCH FACILITIES

### i. Branch Officials

The Union agree that Hourly Paid Grades will be covered by a local <the Employer> Branch whose officers may consist of: Chairman, Secretary/ Works Representative(s) and Safety Representative(s). The Union will give the Company, in writing, their names and functions.

### ii. Branch Facilities

The Local Branch will be afforded the following facilities:

- a) The provision of a small locker to keep papers and Union Correspondence.
- b) Notice board for the sole use of displaying Trade Union notices.
- c) Access to a telephone in the General Office to conduct Trade Union business with the prior permission on Management for outgoing calls.
- d) Induction facilities for new starters with the Company.
- e) Release to attend a Trade Union function, one course per Branch Official per year, giving one month's prior notice in writing to the Regional Manager.
- f) Whilst Branch Union Officials are undertaking their Trade Union duties within <the Employer>, they will receive their normal wage payments.

Should the hours worked while undertaking their Trade Union duties within <the Employer> be extended beyond their normal hours of work, or they are required to attend internal meetings at Management request, outside their normal hours of work, these hours will be deemed overtime and will paid at the appropriate overtime rate.

## 1.09 NON UNION TRAINING COURSES

It is mutually agreed between the Company and the Union that it shall be a Condition of Employment of all the employees covered by this agreement, that they attend such Health and Safety courses deemed necessary by the Company. Further, all employees will be encouraged to undertake other Technical Training courses run by the Company, requests to attend such courses, must be submitted in writing to the Manager.

## 1.10 NEGOTIATION PROCEDURE

To ensure a unified system is used, the following arrangements will be recognised for the purpose of negotiating changes to Terms and Conditions of Employment: –

### a) Trade Union

The claim will be submitted in writing through the Full-Time Official to the Manager.

### b) The Company

The Manager will submit any proposals for varying existing terms and conditions to the Full-Time Official for the member's consideration

### c) Bargaining Arrangements

The meeting will consist of: –

The Company;

The Manager

Personnel Manager.

The Union will be represented by the following: –

Full-Time Official Representative.

It is mutually agreed between the Company and the Union that the Annual Review of Terms and Conditions, or any Industrial Dispute raised will be resolved, using the procedure set out as under:

Stage 1. The Elected Representative(s) will raise the matter orally or in writing with the Manager, who will give the Company's response as soon as possible thereafter in writing. Should the matter be unresolved a 'Failure to Agree' will be registered.

Stage 2. Within 5 working days or as soon as possible thereafter a Full-Time Trade Union Official and the Elected Representative(s) will have a meeting(s) with the Regional Manager and the Personnel Manager to resolve the matter, should it become apparent that the matter cannot be resolved, a 'Failure to Agree' will be registered.

Stage 3. As soon as possible thereafter, the Managing Director and the Elected Representative(s) involved in Stage 2 above will have a meeting(s) to resolve the matter. Should it become apparent that the matter cannot be resolved or a compromise acceptable to both parties cannot be reached, both parties shall agree to proceed to Stage 4.

Stage 4. The 'Good Offices' of the Advisory, Conciliation and Arbitration Service (Acas) will be sought using their Conciliation Service. Until such time as all avenues under the procedure have been exhausted, normal working shall continue and the status-quo will be maintained.

Definition of Status-Quo.

The Status-quo is defined as 'Those conditions existing immediately prior to the subject in dispute coming under discussion between the Parties'.

To ensure that no local Official takes 'Unofficial' Action which may remove the legal immunity of the Union from civil action for damages, under the provisions of the Trade Union and Labour Relations (Consolidation) Act 1992, a ballot of the Workforce must be held in accordance with the provisions of The Employment Relations Act 1999.

Formal meetings in respect of the Annual Review of Terms and Conditions will commence at Stage 2 of the above procedure

#### 1.11 DISCIPLINARY AND GRIEVANCE PROCEDURE POLICY

The Company and the Union have agreed that the employees covered by this Agreement will be subjected to the Rules and Regulations set out in <the Employer>, Disciplinary and Grievance Procedure Policy, dated <THE DATE>.

And the Union will be consulted should any changes be proposed to this document.

#### 1.12 TIME CLOCK

The use of the Time Clock for recording attendance at work for the purpose of calculating Wages will be used, and Employees will be required to Clock In/Out.

Any abuse of the system will be taken as Industrial Misconduct, under the Company's Disciplinary Procedure.

#### 1.13 PENSION SCHEME

The Company offers the benefit of <the Employer> Group Pension Plan. This is a 'Stakeholder' compatible, Contracted In Money Purchase Scheme. New members can be accepted into the Scheme on successful completion of their probationary period.

Full details of the Scheme can be obtained upon request from the Personnel Department.

## 1.14 COMPANY SICK PAY SCHEME

There is a discretionary Sick Pay Scheme in operation. The rules governing the Scheme are as follows:

To qualify for payments under the Sick Pay Scheme an employee must have completed six months service with the Company calculated from the first date of absence.

Payments under the Scheme will be based on a percentage of the employees basic 39 hour guaranteed week, namely 39 hours x basic hourly rate of pay, and will be deemed to include the Statutory Sick Pay (SSP) entitlement.

Payments under the Scheme will only be made after each period of 3 days absence, as per the following scale:-

i)	Benefit Payment	Benefit Period
	90% of basic pay	First 20 days
	45% of basic pay	Next 20 days

The above stated benefit periods will be the employee's total benefit in any one year (12 months) calculated from 1 July in each year.

The Company will review the continuation and/or amendment(s) to the Sick Pay Scheme every six months, commencing from 1 July each year.

Payments made under this Scheme, excluding SSP, are at the sole discretion of the Company and it reserves the sole right to change the rules of the Scheme. Further, it has the right to withhold full or part payment either individually or collectively if, in its opinion, the absence is not due to an acceptable/genuine reason.

### ii. Medical Certificates

Any employee who is unable to attend for work due to sickness or injury must notify the Company as soon as possible during the first day of absence from work. The appropriate Self-Certification Form and/or Medical Certificate must be sent to the Company to cover the complete absence period.

The Company reserves the right to withhold payment of Sick Pay for any period of absence not covered by the appropriate Self-Certification Form and/or Medical Certificate. On returning to work, the employee must provide a Certificate of Fitness.

## 2.00 REMUNERATION

### 2.01 39-Hour Guaranteed Working Week

The Basic Working Week will be 39 Hours, and it is a condition of this Agreement that the Company may after consultation with the Union, suspend the normal hours of work and revert to a 39 hour guaranteed working week, as follows:

- i. Payment will only be made to an employee who presents himself capable and available for work, and is willing to perform work within his capabilities.
- ii. The calculation of payment may not include shift premium or overtime, and will be based on the employees hourly rate of pay for the calculation of overtime payments.
- iii. The guaranteed week will not apply in the following circumstances:
  - On a Bank/Statutory Holiday
  - To an employee who has been absent from work, without permission at any time during the current week or previous week.
  - In the event of disruption of work due to Industrial Action in any undertaking concerned with the supply of materials, transport of same or to which production normally flows for any period beyond seven working days at that undertaking, necessitating a cessation of work at any establishment.
  - In the event of disruption of production as a result of Industrial Action.
  - When any Plant or Unit of Plant is idle through reason of Raw Materials, Fuel or Power not being available.

### 2.02 BEREAVEMENT LEAVE

Bereavement Leave will be granted at the absolute discretion of the Manager.

### 2.03 HEALTH AND SAFETY

It has been agreed between the Company and the Union that employees covered by this Agreement will be subject to the Rules and Regulations set out in the Company's Health and Safety Policy, dated <the DATE>.

The Union will be consulted should any changes be made to this document.

## 2.04 MEDICAL EXAMINATIONS

It has been agreed between the Company and the Union that it is a condition of employment that all employees covered by this Agreement must attend for and undergo such Medical tests and/or Examinations that are deemed necessary by the Company.

## 2.05 OTHER COMPANY EMPLOYEES/CONTRACTORS

It has been agreed between the Company and the Union that the other Company Employees/ Contractors will be accepted on each of the Company's locations to assist as back-up on Maintenance, Breakdown, Technical Difficulties and/or Production Difficulties.

## 2.06 STANDARD MANNING

It has been agreed between the Company and the Union that the concept of Standard Manning will not exist at any of the locations specified in paragraph 1.03 above. The Company reserves the right to determine the manning levels within each location, giving due regard to any Health and Safety issues involved. Should the Company wish to make any changes to the existing manning levels and/or working practices the Union will be consulted accordingly.

## 2.07 WRITTEN RECORD OF MEETINGS

It is mutually agreed by both signatories to this agreement, that in order to avoid any future confusion and/or misunderstanding both parties will take their separate minutes at each meeting. The Company will whenever possible, submit typed minutes at or before the date of the next scheduled meeting for agreement and signature.

## 3.00 SIGNATORIES TO THE AGREEMENT

This Agreement is hereby acknowledged by the signatories of the representatives of the parties involved for and on behalf of the Company and the Union. The period of its terms and conditions are agreed and cannot be repudiated other than by the procedure set out in paragraph 1.04 of this Agreement.

Any changes in the representative signatories to this Agreement does, not in itself repudiate or suspend the conditions, and any substitution to the signatories hereby pledge their support to its continuation.

#### 4. Bargaining generally defined as covering terms and conditions

AGREEMENT BETWEEN <The Employer> (HEREAFTER CALLED THE COMPANY) AND <The Union> (HEREAFTER CALLED THE UNION)

##### 1. OBJECTIVES

1.1 Good Industrial relations are a joint responsibility of both parties and need the continuing co-operation of all concerned -management, trade unions and individual employees. This Agreement is designed to encourage and assist that co-operation.

1.2 This Agreement provides a system of representation, discussion and procedure through which the parties may raise items of common interest, of either individual or collective nature.

1.3 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.

1.4 Both Parties are committed to developing equal opportunities and anti-harassment procedures for employees or prospective employees. Both parties are 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

This Agreement covers all Drivers and Yard Operatives at <the Location> (hereafter referred to as employees OR 'constituents').

##### 3. GENERAL PRINCIPLES

3.1 The Company recognises the Union as the sole union entitled to represent the interests of the employees on matters of terms and conditions and to negotiate on their behalf.

3.2 The Union recognises the Company's responsibility to manage its affairs in an effective and efficient manner.

3.3 The Company and the Union recognise their common interests and joint purpose in furthering the aims and objectives of the company and in achieving responsible solutions in all matters which concern them. Both parties declare their common objective to maintain good industrial relations.

3.4 The Company and the Union accept that the terms of this agreement are binding in honour upon them but do not constitute a legally enforceable agreement.

#### 4. UNION REPRESENTATION

4.1 The company recognises the Union as the only trade union with which it will consult and negotiate on all matters relating to the employees terms and conditions.

4.2 The Company will inform all new employees of this Agreement and provide facilities for them to talk to a representative of the union on becoming an employee, The Company will provide the Union with a list of all new employees.

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

4.4 Facilities will be provided by the Company for elections to be held as required by union rules. The agreed number of elected representatives will be three.

4.5 Recognised union representatives will be permitted to take reasonable time off during working hours to enable them to carry out union duties. It has been agreed 1 day per- month (paid) Any time off must be agreed by the representative with their line manager.

4.6 The Company recognises that Union representatives fulfil an important role and that the discharge of their duties as Union representatives will in no way prejudice their career prospects or employment within the Company.

4.7 Subject to the agreement of the Company recognised Union representatives will be granted special leave without loss of pay to attend training courses run by the Union or another appropriate body which are relevant to the discharge of their duties. The Company recognises the importance of such training and will allow reasonable time off, not normally exceeding ten days per year but this may be extended by mutual agreement, for each Union representative to attend such courses. It is the representatives responsibility to get permission from their line manager.



## 5. FACILITIES

5.1 The Company will provide facilities for Union representatives to carry out their functions effectively.

## 6. UNION MEETINGS

6.1 Meetings of union members to discuss specific issues will be held from time to time, with pay. Permission for such meetings will not be unreasonably withheld.

## 7. CHECK OFF SYSTEM

7.1 It is agreed that a check off system will operate 'Whereby the Company will deduct Union subscriptions from the wages/salaries of union members and pay them to <the Union>.

## 8. JOINT CONSULTATION AND NEGOTIATION

The Company will undertake to consult the Union on all matters which their members have an interest, and will seek to resolve any difference by negotiation.

Detailed arrangements are shown under Procedures for the Avoidance and Resolution of Disputes/Grievance procedures (see Appendix 1).

## 9. VARIATION OR TERMINATION OF AGREEMENT

This Agreement may only be varied by the mutual agreement of both parties. In the event of either party wishing to terminate this agreement, the other party will be given six month's notice in writing during which period the Agreement will remain in force.

## APPENDIX TO THE AGREEMENT

Procedure for Grievance and Disciplinary will be as per <the Employer> procedure document and will also incorporate the Poor Performance Procedure.

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