

Facilities Agreement between KCC and recognised Trade Unions

As agreed at the Corporate Consultative Forum on 28 April 2011 and confirmed at the Joint Employment Policy Update Meeting on 18 July 2011

A Introduction and Scope

This agreement sets out a framework agreed by Kent County Council and its recognised trade unions. It describes the principles of joint working, processes and structures which underpin the achievement of shared goals and objectives. It outlines how the parties will work together to promote effective working, on the workforce implications of developing and delivering the services KCC provides to the people of Kent.

This agreement applies to all KCC recognised trade unions within the Kent Scheme and New Kent Scheme, i.e.:

- Unison;
- GMB; and
- Unite the Union

It supersedes any previous Corporate or Directorate documents. However, this agreement recognises that there may be a need for variation on occasion to respond to specific needs. Such variations will always be time limited, subject to review and only in place with the agreement of the Employment Policy Manager on behalf of the Corporate Director of HR.

This framework does not apply to schools, which are covered by a specific agreement between the Education, Learning & Skills (ELS) Directorate and the relevant unions about facilities for schools. The principles of this framework are however recommended to the ELS Directorate for adoption in schools.

B Roles and Responsibilities

For the framework to operate effectively, all parties agree to recognise and respect each others' roles and functions which are distinct but complementary.

In particular, this agreement recognises explicitly that:

- Trade unions have a responsibility to represent and act in the interests of their members in the context of the organisation, the national and local economy;
- Cabinet and Corporate Management Team have a joint responsibility for developing and delivering KCC services;
- Policy teams and managers have responsibility for consultation, negotiation and implementation; and
- Managers across KCC have the right to manage the organisation's business on a day to basis to achieve KCC's aims

C Shared Approach

This agreement is underpinned by shared values and a common purpose. In particular parties are committed to a County Council which:

- provides an excellent, value-for-money service paid for from taxation,
- provides equal access for all;
- is accountable to service users and residents of Kent;
- is committed to continuous improvement and the promotion of good people practices;
- adopts a collective approach to support staff who may be affected by service or organisational changes.

D Principles for Effective Joint Working

In working towards a joint approach, KCC and its recognised unions will promote good formal and informal working relationships that build trust and share responsibility, whilst respecting differences. To facilitate this, all parties commit to adopt a positive and constructive approach based on timely discussion and decisions around emerging issues; and maintaining dialogue on policy and priorities at the appropriate level.

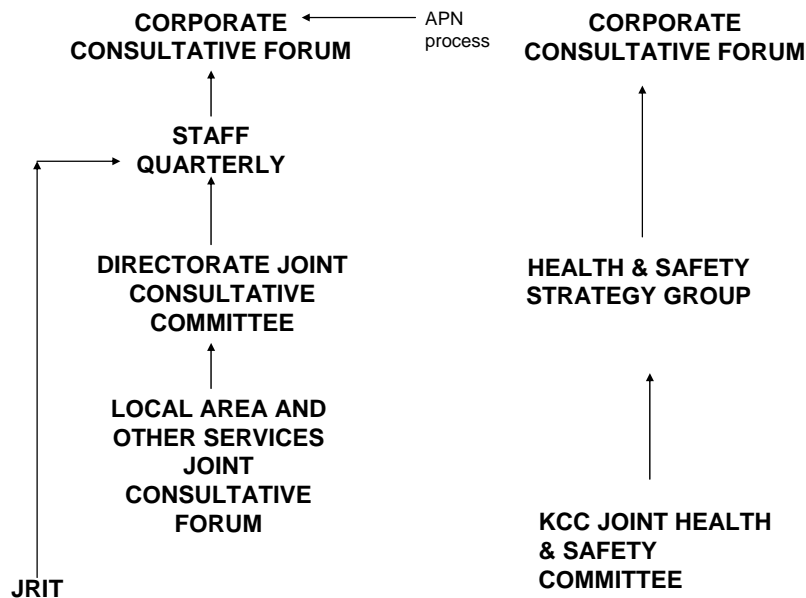
E Benefits

Effective joint working has the potential to produce some important benefits for all parties. These include:

- delivering improved services to the people of Kent;
- improved mutual understanding;
- contributing to the development of policy and Council services;
- more effective implementation of policy;
- ensuring high standards of employment practices; and
- providing a transparent and streamlined structure for Trade union, employer and staff engagement.

F Working Arrangements

The parties to this agreement work constructively together on a range of issues. They agree to develop these good relations further in order to achieve shared values and purposes.



As represented in the above diagram, there are formal structures in place for the parties to meet and these will continue to be the main fora for discussion and agreement. These are:

- i). The **Corporate Consultative Forum (CCF)** for lead union representatives, Human Resources (Personnel and Development) and cabinet members with KCC-wide HR portfolio responsibilities;
- ii). **Staff quarterly meetings** - a group comprising lead union representatives and HR policy leads, who discuss policy issues in more detail with a view to implementation;
- iii). **Directorate Joint Consultative Committees (DJCCs)** - Directorate decision-making groups, providing a regular programme of consultation at a Directorate level;
- iv). **Local Area and other services' Joint Consultative Forums** - Decision-making bodies set up by Directorates to address more local needs. In such cases, these fora support and link in with Directorate Joint Consultative Committees, referring appropriate matters to them;
- v). The **Joint Reward Implementation Team (JRIT)** - specific meetings for HR, KCC and lead union representatives to meet with the Reward team to deliver the Reward Strategy in accordance with the strategic direction of the HR Policy Group;

vi). **Annual pay negotiation meetings** - Local pay bargaining between HR, Finance and lead union representatives, carried out on behalf of CCF and primarily concerned with the annual cost of living award; and

vii). **KCC Joint Health and Safety Committee** - a KCC-wide body consisting of health and safety, management and union representatives, which promotes joint co-operation in the monitoring, evaluation, development and implementation of measures to secure the health and safety at work of employees and others who could be affected.

The terms of reference covering these groups are set out in Appendices 1 to 4 respectively. In addition to the meeting structure outlined above, the parties will meet informally as necessary, to discuss specific policy issues and collective agreements.

G Joint Consultation

For KCC as an employer, it is recognised that KCC managers have the right to manage on a day-to-day basis. Nothing in this section shall negate KCC managers' right to manage.

Trade unions play an essential role in ensuring that staff are supported, advised, represented and consulted on change; and KCC encourages the involvement of trade unions in such collective and individual processes. In line with the KCC constitution, changes to terms and conditions will continue to be considered by Personnel Committee for the employer side and are subject to collective bargaining where appropriate.

Whilst KCC has a statutory duty to consult with trade unions over proposals that may result in redundancies, it is committed to consulting with trade unions over important decisions that have an impact on employees' lives.

Consultation will normally take place within the agreed formal structures but where immediate consultation is required, the appropriate trade union representative/s should be invited to a meeting. In appropriate cases a confirmatory item should appear on the agenda of the appropriate DJCC or the JCF.

The parties agree to work together as far as possible during such processes, to achieve sustainable and mutually acceptable outcomes, whilst respecting each others' different roles and functions.

H Role of Trade Union Representatives

The parties acknowledge the wide-ranging roles of union representatives and the different levels at which they work (i.e. KCC, directorate and local representation). Parties also acknowledge the need for more specific roles with a focus on health & safety, learning, equality or the environment.

The parties confirm that trade unions will be represented principally by local or pan-KCC representatives in joint working but for particular issues a senior or

specialist union representative may become involved. Representatives may involve their regional officers as and when the situation demands. They will also advise relevant management on the rationale for doing so.

In line with their rules, policies and procedures, membership of the bodies referred to in section A to G above, will refer to elected and accredited representatives employed by KCC or state funded schools.

I Communication

Keeping all staff informed of and involved in the work carried out under this agreement is an essential component in reassuring staff that their collective interests are being represented at a corporate level. The parties agree to work together in communicating with and seeking the views of staff and agree to the following:

- every effort will be made to provide information in good time for discussion whenever possible;
- all parties aim to provide a considered, co-ordinated and timely response to issues on which their views are sought or on which they are consulted;
- all parties undertake to respect confidentiality where that is required or requested; and otherwise to conduct their dialogue openly.

All formal meetings will be recorded in writing. Joint 'public' communications will be agreed from time to time and at the close of each meeting the group should be clear on the agreed communication points for wider dissemination.

J Recognised Trade Unions

All trade unions with an eligible number of members within KCC, will be considered for recognition in line with statutory processes. Once recognised, they will be entitled to representation in the formal structures and in relation to individual staff. By invitation only, non-recognised unions may participate in Directorate forums.

K Time off and facilities for Trade Union Representatives

The achievement of joint working is dependent on trade union representatives obtaining sufficient and reasonable time off to carry out their activities. The parties have agreed the principles for taking time off for trade union duties and the facilities provided. This is set out at Appendix 5.

L Review and Termination

These arrangements will be subject to a review every two years, to ensure they meet the needs of all parties. Also, all parties can seek a review of the Agreement at any time following discussion at a specifically convened meeting of the CCF.

Appendix 1: Terms of Reference CCF

Corporate Consultative Forum (CCF) - Terms of Reference

1. Purpose

To facilitate consultation between elected Members and corporately recognised trade unions, on organisational-wide matters, relating to the workforce.

2. Aims/Objectives

- (a) As a sub-group of Personnel Committee, provide direct means of consultation and communication with the authority's recognised trade unions.
- (b) Provide an opportunity for workforce related disputes to be escalated to elected Members as the ultimate stage of internal dispute resolution where appropriate and in the absence of other relevant forums.
- (c) To manage the local pay bargaining process and its outcomes.
- (d) An opportunity to understand and scrutinise employment policy development.
- (e) Review and consider HR related activity levels such as recruitment, redeployment, learning and development etc on a periodic basis.

3. Membership

The CCF shall be composed of:

- Cabinet Member – Corporate Support Services and Performance Management
- Deputy Cabinet Member
- Corporate Director of Human Resources
- Head of Employment Strategy
- Unison x 3
- GMB x 1
- Unite x 1
- Liberal Democrat Group representative
- Labour Group representative
- Reward Manager
- Employment Policy Manager

Administration and support shall be provided by Head of Employment Strategy's PA.

The specific agenda for each meeting will be consulted upon, and agreed by the Chair of the Forum in advance.

4. Frequency of Meetings

At least three times per year.

Appendix 2: Terms of Reference for Directorate Consultative Committees

Directorate Joint Consultative Committee (DJCC)

1. Purpose

This constitution and list of functions provides the basis for consultation at Directorate level between representatives of management and employees' representatives on matters of common interest and concern.

DJCCs also have the facility to set up local Area and other services' Joint Consultative Forums to address more local needs. In such cases, these fora support and link in with DJCCs, referring appropriate matters to them.

2. Aims/objectives

- (a) To provide regular means of consultation between management and recognised union representatives of employees on all Directorate-led issues.
- (b) To develop an understanding and an interest in the Directorate's tasks, so that all parties co-operate in providing an efficient and effective service.
- (c) To discuss in advance any organisation and management changes that affect employees.
- (d) To ensure that representatives of employees are well informed about the policies and activities of the Directorate.
- (e) To contribute to the maintenance of good relations between management and employees.
- (f) To jointly examine problems and to acknowledge each others' views in reaching an acceptable solution.

3. Membership

The DJCC shall be composed of:

- (a) The Directorate Corporate Director or, in their absence, a substitute with delegated authority, who will act as Chair.
- (b) Up to seven management representatives nominated by the Directorate Corporate Director.
- (c) Up to seven representatives from the recognised/invited trade unions chosen from the representatives accredited to the Directorate nominated by the staff side.

The number of representatives of the management will not exceed the number of employees' representatives.

The DJCC has the power to appoint sub-committees or call special meetings, if necessary.

4. Officers

- (a) The Management side of the DJCC may appoint its own Secretary.
- (b) If any item on the agenda of any meeting, in the opinion of either side, needs the attendance in a consultative capacity of an officer of the County Council or a recognised trade union representative, such persons may be co-opted and will participate in the work of the DJCC for the period during which that item is before the DJCC.

5. Scope and Agreement

- (a) The DJCC will not discuss individual grievances or disciplinary cases or any matter which is covered by a Procedure Agreement, except where, in the opinion of either side, a matter of substance and principle is involved, as defined by the relevant Procedure Agreement.
- (b) Decisions shall be consistent with County Council and higher level union decisions.
- (c) Recommendations shall be arrived at by a majority agreement with the option of a casting vote for the Managing Director.

6. Frequency of Meetings

At least three times per year but more often if necessary. Special meetings may be called at the request of either side, through its Secretary.

Appendix 3: Terms of Reference for Joint Reward Implementation Team

Joint Reward Implementation Team - Terms of Reference, agreed August 2007

1. Purpose

The Role of the Joint Reward Implementation Team (JRIT) is to deliver the Reward Strategy in accordance with the strategic direction of the HR Policy Group. Members are expected to attend every meeting or send a substitute. They will make a full contribution, including taking decisions about the delivery of the strategy to ensure consistency across KCC.

There will be a regular need to follow up actions outside the meeting especially where further engagement with directorate managers, P&D or other specialists is required.

From time to time, additional working groups will be formed. This is where the level of detail required is greater than can be dealt with in the meeting or where further investigation, research or discussion is needed.

The progress of JRIT will be reported back to the HR Policy Group three times a year. Directorate members should liaise with their Directorate HR Business Partners to ensure that activities continue to be in accordance with their directorate objectives.

Proposed major changes relating to any of the following will be referred to the HR Policy Group for final approval.

2. Aims/Objectives

The key areas of responsibility and activity are:

Job Evaluation & Pay Progression

- Monitor, review and develop JE (both Hay and Job Profiling) activity in KCC.
- Ensure consistency and fairness in the way that JE operates
- Receive feedback and recommendations from the JE User Group
- Approve modifications to the Job Profiling process
- Develop and extend the use of career grades and generic job descriptions including introducing the use of functional role matrices
- Monitor and take action in respect of continuing single status and non-Kent Scheme grade issues

Market Pay

- Monitor and review the operation of market premia, raising and resolving issues as required

- Share knowledge about the internal and external market to ensure KCC is fair and competitive
- Ensure that guidance about the use of appropriate starting salaries is adhered to

Equal Pay

- Receive reports and recommendations from the Equal Pay Group, and, if necessary, provide additional guidance and direction
- Implement recommendations arising from the Equal Pay Audit
- Support the Equal Pay Group in the collation and analysis of data

Employment Issues

- Jointly raise, discuss and, where appropriate, resolve specific employment issues that arise under the Reward Strategy and impact on groups of staff

Communication

- Ensure that the Reward Strategy is effectively communicated across KCC
- Agree and implement a communication strategy to support this
- Participate in delivering the communications strategy including attending events and meetings
- Contribute to, and agree, the content of communications such as the Kent Scheme Newsletter, Reward new letters, TCP guidance etc

Allowances and Enhancements

- Review all allowances and enhancements (through a sub-group)
- Ensure the rationalisation of allowances where appropriate
- Link to the Equal Pay Review and ensure that all remaining allowances are justified, fair and lawful

Total Contribution Pay

- Participate in, and take decisions relating to, the development of the systems to support the operation of TCP
- Discuss and agree the business processes that underpin TCP to ensure clarity and consistency
- Bring forward ideas to enable the ongoing improvement of the TCP processes
- Support managers in carrying out the TCP process
- Champion the principles and practice of TCP within directorates
- Collate information and feedback on the effectiveness of TCP

Recruitment

- Ensure that recruitment practices are consistent with the elements of the Reward Strategy, e.g. Job Evaluation and Equal Pay

- Receive information from the recruitment team to ensure that the group, and colleagues, are fully informed and acting appropriately
- Take back issues raised by the recruitment team for discussion in directorates

3. Group Membership

Regular attendance

Reward Team - 2x representatives
Families and Social Care Directorate - 1 x representative
Education, Learning & Skills Directorate - 1 x representative
Other Directorates - 1 x representative
SPS - 1 x representative
Employee Services - 1 x representative
Trade Union Side Representative for UNISON

Copy of notes for information

Corporate Director of Human Resources
HR Policy Group
Branch Secretary for UNISON
Regional Officer for GMB
Regional Officer for UNITE

NB. Other specialists shall be invited to attend meetings where relevant.

4. Frequency of meetings

At least three times per year.

Appendix 4: Terms of Reference for KCC Joint Health and Safety Committee

KCC Joint Health and Safety Committee

1. Purpose

To promote and practice joint co-operation in the monitoring, evaluation, development and implementation of measures to secure the health and safety at work of employees and others who could be affected.

2. Aims/objectives

1. Develop, monitor and review health, safety and welfare policy and practice.
2. Approve and monitor delivery of KCC's Health and Safety Action Plan.
3. To examine incident/accident and ill health data in order to recognise trends and significant events so that recommendations can be made for corrective action.
4. Consideration of activity, reports, guidance and information from or involving the Health and Safety Executive.
5. Evaluation of the impact of legislation, standards and guidance across all council services.
6. Receive and consider proposals from the Health and Safety Adviser Group in the interests of co-ordinated cross directorate action.
7. Examine the general findings of audit programmes and recommend action to address identified shortcomings or concerns.
8. Consideration of reports submitted by members of the committee, directorate groups or specialists in particular topics.
9. Monitor the provision of health and safety training and examine the effectiveness of such training.
10. To consider the adequacy of health and safety communication throughout KCC and make recommendations to enhance the success of publicity and passage of information.

3. Membership

Membership and Chair:

The Chair will be a Strategic Director. Vice-Chair will be elected from the trade union side at the first meeting of the financial year.

Trade Unions:

Unison, GMB, TGWU : numbers pro-rata to membership
Proportionality = 4 from UNISON, 1 from GMB and 1 from Unite. (Additional attendees may be necessary depending on items)

Management:

Corporate Health and Safety Board Management members - 6

Advisers:

Corporate Health and Safety Manager
Employee Relations Adviser

Specialist advisers may be invited to attend meetings to assist discussion or presentation of particular items. Such arrangements must be notified to the secretary of the committee in time for inclusion on agenda papers.

5. Scope and Agreement

The Committee will consider reports, recommendations and proposals from Strategic Health & Safety Group, Health and Safety Adviser Group, Directorate Groups and committees and may refer matters to those bodies. Joint development of Health and Safety policies and procedures and resolution of key issues will enable Strategic Health & Safety Group to fulfil its function to drive and deliver health and safety strategy on behalf of Chief Officer Group.

Outcomes and recommendations will be effective for all the workforce.

Trade Union representatives will report back to their members, supported by the Corporate Health and Safety Manager as the occasion arises.

6. Secretarial

Secretarial services including provision of papers, preparation of agenda, distribution of minutes and minute-taking will be provided through the Corporate Health and Safety Manager. This includes passing on supplementary documentation and making related arrangements between meetings.

Agenda items and papers to be submitted to the secretary a minimum of 7 working days before the meeting. Agenda to be agreed with the Chair and Vice-Chair so that papers can be sent out 5 working days in advance of the meeting.

Items other than that appearing on the agenda may be introduced at the meeting with the approval of the Chair and Vice Chair.

Minutes will be approved by the Chair and Vice-Chair and will be circulated within 15 working days of the meeting. Copies of the agenda and minutes will be posted on KNet.

Apologies for absence should, so far as possible, be notified to the secretary in advance of the meeting along with details of any nominated substitute.

6. Meetings

Meetings will be held quarterly during normal working hours and will be judged to be quorate when two trade union representatives are present. Additional

meetings may be called to consider urgent business and must be approved by the Chair and Vice-Chair.

Dates of the quarterly meetings will be arranged at the beginning of the Municipal Year. Thereafter, no change will be made in the dates of these meetings without prior consultation with the Chair and Vice-Chair.

The Secretary shall, at the request of the Chair or Vice-Chair, call a special meeting of the Committee within 2 working days of receipt of the request in writing. Every effort shall be made to hold the meeting as soon as possible having regard to any particular reasons for urgency. In any event the meetings should normally take place within 10 working days of receiving the request. The request for a special meeting shall give details of the business to be considered.

The Corporate Health and Safety Manager will meet with the vice-chair within a month of each meeting to set the agenda and discuss progress.

Employee representatives will be granted time off with pay in respect of their attendance at routine and special meetings of the committee.

No recommendation shall be regarded as made or resolution passed unless it has been agreed by a majority that represents a balance of management and staff side.

Where necessary, sub-groups may be formed to progress with items of business and will feedback to Committee within an agreed timescale.

Appendix 5: Recognition and Facilities Agreement

KCC Agreement on Facilities and Time Off for Union Representatives

1. Introduction

(a) This agreement is made between KCC and the full time officers of:

- Unison;
- GMB; and
- Unite;

to provide the specific framework within which recognised representatives and management can conduct employee relations activity. This defines the facilities and time off provisions associated with official union training and activity.

(b) This agreement takes account of the ACAS Code of Practice: "Time Off for Trade union Duties and Activities".

2. Representation

(a) The trade unions shall be responsible for ensuring there is adequate representation for their members. This will include the ability to elect a representative/s at each work location, in accordance with their rules of operation.

(b) A union representative should be:-

- Appointed within the rules of the union;
- Accredited by the union;
- Employed and accredited by KCC; and
- Normally employed at the same location, group and section as those represented but able to support any member at any location.

3. Duties and responsibilities

(a) Union representatives perform a wide variety of roles, often in combination.

(b) The role of the Workplace Representative will include:

- Representing and accompanying members at/to meetings under a formal procedure, where employees have exercised their right to do so;
- Investigating any complaint or difficulty raised by a member;
- Assisting members in formal employment procedures such as disciplinaries and grievances;

- Ensuring members comply with agreements and procedures wherever possible;
 - Meeting with senior officers concerning employee relations between KCC and its employees;
 - Participation in negotiations and consultation with management on behalf of the union; and
 - Explaining the role of the union to new employees.
- (c) The role of the Health & Safety Representative will include:
- Carrying out risk assessments and inspections in the work place;
 - Discussing H & S issues with local management or the branch; and senior management where relevant;
 - Attending training;
 - Entitlement to be consulted on the introduction of measures which may substantially affect the health and safety of those represented;
 - Investigation of hazards and examination of the causes of workplace accidents or incidents;
 - Receiving information from enforcing inspectors; and
 - Assisting members in H & S related employment disputes, e.g. disciplinaries and grievances.
- (d) The role of the Union Learning Representatives will include:
- Promoting learning and development in the work place/s covered;
 - Negotiating around learning issues and discussing with the branch; and
 - Providing support and encouragement to learners in the workplace.
 - Assisting members in learning related employment disputes, e.g. disciplinaries and grievances.
- (e) The role of the Union Equalities Representative will include:
- Supporting the delivery of the equalities agenda in the work place/s covered;
 - Negotiating around equalities issues with the branch; and
 - Providing support and encouragement to staff from diverse backgrounds; and
 - Assisting members in equality related employment disputes, e.g. disciplinaries and grievances.
- (f) There are also a number of developing roles, e.g. Environmental Representatives and the parties will discuss relevant support as these arise.

4. Senior Representatives

- (a) Subject to agreement a recognised trade union may wish to elect a senior representative such as a Senior Steward, Chair, Vice-Chair, Secretary or Branch Official to work across KCC or at a Directorate level. Duties will include:

- To raise issues with senior managers on behalf of a number of union members, through established methods;
- To facilitate communication between management and workplace representatives; and
- To manage the explicit provisions set out in this framework agreement.

5. Election of Representatives

- (a) All union representatives shall be elected in accordance with the rules of the union.
- (b) Following the election process, the senior union representative or full-time officer shall notify the Managing Director of each Directorate the name of each elected representative. The Managing Director will discuss any reservations with the relevant senior officer and where there are legitimate concerns, reserves the right to refuse KCC accreditation, upon appointment and at any stage in the future.
- (c) Management will only deal with union representatives who have KCC accreditation and provide facilities other than reasonable time off to those representatives.

6. Facilities

- (a) KCC agrees to provide union representatives with the following facilities:
 - i. Where practical, use of a private room and telephone;
 - ii. Use of a pc and where practical, access to internal email excluding political and campaigning purposes;
 - iii. Use of trade union notice boards in every residential and day care establishment and on each floor in offices;
 - iv. Use of KNet for provision of contact and membership information only;
 - v. The ability to hold union meetings for KCC representatives and branch staff on site, subject to prior arrangement and notification of senior management (NB. Unions to cover any costs associated with this);
 - vi. Facilities for the vote counting and publication for the election of a union representative, on an annual basis.
 - vii. Provision of a list of all new entrants and leavers from each Directorate on a monthly basis;

viii. Provision of accident statistics for each Directorate on a monthly basis;

ix. Facility for a union representative to attend, for a period, induction courses for each Directorate.

- (b) From time to time, KCC and senior union representatives may agree additional facilities.

7. Time Off

(a) KCC aims to accommodate requests for paid time off for union representatives to fulfil their duties. This time off must be reasonable in all the circumstances and is subject to the paragraphs below. All time off will be subject to agreement and the needs of the business/service/unit and where appropriate, managers have the right to refuse time off. Where possible, branch meetings will normally take place outside working hours. However, some travel time may be necessary within the paid time off provision.

(b) Activity shall be determined by the trade union and its relevant constitutional rules and procedures. All paid time off will be in pursuit of employee relations activity within and associated with Kent County Council.

(c) Union representatives should provide their managers with as much notice as possible when requesting the time off and must indicate the purpose, venue and likely duration of the activity. Where time off relates to training, prior written agreement should also be obtained from a senior union representative.

(d) Union representatives will not normally be released for their full contractual hours. Where there is a business need, e.g. Education, Learning & Skills Directorate schools' representative, some full-time releases will be funded. Apart from these specific arrangements, time off should not exceed a weekly average of:

- Senior union representative - 40 % of their normal working time;
- Workplace and Health & Safety Representative - 20 % of their normal working time; and
- Union Learning, Equalities or other representative - 10 % of their normal working time.

Management will be proactive in ensuring that time off neither impedes the employees' nor unions' work. As a statement of principle, this will include the consideration of making adjustments where appropriate to accommodate part-time workers who wish to become union representatives. Such adjustments may include up to 50% of a part-time worker's normal working time being released, subject to agreement and local business need, but will not include additional paid hours for time off for union duties. Where there is an exceptional business need only, up to full working time release may be considered for a temporary period for part-time workers.

- (e) This cap applies to all duties except accredited training, that are undertaken as a direct result of union representation. However, in exceptional circumstances, additional time off may be agreed, e.g. where there is a short-term requirement for extra support or where the purposes of a meeting will be unintentionally frustrated.
- (f) It also includes additional responsibilities held by union representatives, e.g. J.P. Trade unions must therefore consider leave for public or other existing duties before a representative is nominated.
- (g) Reimbursement for costs incurred during the fulfilment of union duties will be made by the union and not KCC.

8. Disputes

- (a) Any dispute over the implementation or interpretation of this agreement will be discussed in the first instance by the relevant Directorate Managing Director (or their nominee) and a senior union representative.
- (b) In the event that a matter remains unresolved at a Directorate level, or concerns more than one Directorate, it will be referred to the Corporate Director of Human Resources.

9. Review

- (a) The terms of this agreement will be formally reviewed every three years.