



Human Resources

Nationwide Recognition and Procedure Agreement between Nationwide and Nationwide Group Staff Union

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1. Introduction

This Agreement is between Nationwide and the Nationwide Group Staff Union (Union).

Nationwide is defined as:

- Nationwide Building Society

Nationwide recognises the Union as the sole representative body for:

- **Collective and Individual Representation** - all employees in Job Family Level One, Level Two and Level Three (non Senior Executive)
- **Collective and Individual Representation** – for all those former Carillion employees who transferred from Carillion (and/or were employed by Nationwide) on 22 January 2018 (“Transferred Employees”) and any other employees employed by Nationwide after 22 January 2018 (i) in roles which would have been carried out by the Transferred Employees (or those who would have been employed by Carillion to work directly alongside or replace such employees) immediately prior to 22 January 2018 or (ii) in other roles as from time to time agreed between the parties (together with the Transferred Employees, defined as the “Carillion Services Employees”). Appendix D sets out how this Agreement has been extended to cover the Carillion Services Employees who, for the avoidance of doubt, will be treated as a separate bargaining unit (whether categorised as falling in Job Family Level One, Level Two and Level Three (non Senior Executive) or otherwise).
- **Individual Representation** - Level Three (Senior Executive) and above.

There is a separate agreement between Nationwide (Isle of Man) Ltd and the Union – [see Appendix A](#).

2. Aim

Nationwide and the Union are committed to achieving the common aim of an efficient and successful business in the best interests of employees and customers. This Agreement provides the framework and mechanism for Nationwide and the Union to

contribute to this aim by working together to develop high levels of employee commitment.

3. Working Together

The relationship between Nationwide and the Union is based on mutual respect and is conducted in a spirit of openness, trust and integrity that acknowledges the legitimate differences and interests of each party.

Working together means:

- sharing appropriate information in a timely manner
- conducting effective consultation and negotiation to seek speedy and mutually acceptable solutions
- respecting the need for confidentiality - necessary to facilitate an open discussion and exchange of ideas and to protect commercially sensitive information
- understanding the need to provide the highest service standards to customers and to plan, organise and manage to achieve this aim
- recognising, at all levels within the business, the Union’s contribution to the effectiveness of the business operation; valuing the support and advice given to members and the benefit of employees being in the union and having a collective platform for their views
- both parties agree that, provided the procedures outlined in this Agreement are followed, they will not take action that may be prejudicial to the effective operation of Nationwide or the Union, or the interests of employees covered by this Agreement

4. Scope of the Agreement

Nationwide agrees to:

- provide information to the Union about the recent and probable developments of the business, its activities and current economic situation
- consult with the Union on business issues that affect and influence the working arrangements, environment and contribution of employees. Matters relating to change in working arrangements that may lead to redundancies for employees in Job Family Level One, Level Two and Level three (non-Senior Executive) will be

managed in accordance with the agreed [Job Security and Redundancy Policy](#). For the avoidance of doubt the parts of this Policy relating to enhanced redundancy pay and/or redeployment terms do not apply to the Carillion Services Employees.

- implement alterations to or innovations in the terms and conditions which affect employees (as a whole or specific groups) only after consultation and where necessary negotiation with the Union. Items for negotiation are listed in [Appendix B](#)
- have regular meetings with the Union to ensure that the views and concerns of employees can be accounted for in the running of the business and to help enhance employees' understanding of the business issues, innovations and changes
- consultation is accepted to mean the joint examination and discussion of problems of concern to both Nationwide and employees. It involves seeking mutually acceptable solutions through a genuine exchange of views and information

5. Employee Involvement Committee (EIC)

The [Employee Involvement Committee \(EIC\)](#) will provide the regular forum for the mutual exchange of high level strategic information relating to the operation of the business, including:

- the market environment and economic situation
 - the development of employment opportunities
 - substantial changes in work organisation or contractual arrangements
- The committee holds responsibility for agreeing substantial changes to terms and conditions of employment that impact on a business area or significant group of employees, including pay & benefits, subject to the necessary consultation or negotiation

The terms of reference and operating procedures of the EIC, including make-up of the committee and frequency of meetings, are subject to agreement by both parties. [Click here to see the EIC Terms of Reference.](#)

The operation of the EIC will be supported by three additional committee structures:

- the Joint Consultation and Negotiation Committee (JCNC) acting as the forum for consultation, and where necessary negotiation, on proposed changes impacting on the employee proposition and employment terms or policy or, where relevant, process. Negotiable items are listed in [Appendix B](#)
- the Organisational Change Committee (OCC) acting as the forum for collective consultation on organisational change within the business
- Business Committees (BC) acting as forums for a mutual exchange of information, discussions on changes and issues relating to distinct business areas and, where delegated by the JCNC, consultation / negotiation on business area bonus arrangements

The communication of agreements reached at the EIC or supporting committees will be agreed by the EIC Committee Chair and the General Secretary of the Union (or authorised deputies).

In event of disagreement in relation to changes to employment terms and conditions, the Dispute Resolution Process outlined in [Appendix B](#) will apply. The Dispute Resolution to be followed will be dependant upon whether the item is a formal negotiable item in accordance with [Appendix B](#).

6. Union Officers and Representatives

The Union will provide Nationwide with the names of all officers and appointed representatives of the Union accredited under its own Rules and recognised under this Agreement. Changes will be notified to Nationwide as they occur.

Nationwide guarantees that elected officers and representatives may carry out their duties, referred to in this Agreement, without loss of basic salary, allowances and other benefits.

Nationwide will not pay any overtime in respect of additional hours worked to carry out Union duties. Travelling and other expenses will be paid by the Union in respect of such duties.

Nationwide agrees to provide reasonable facilities to enable the Union Officers and Representatives

to consult and negotiate on the matters and areas covered by this Agreement.

Details of the time-off arrangements and facilities available to Union Officers and Representatives are given in [Appendix C](#).

7. Fair Treatment at Work

Nationwide and the Union agree that employees facing disciplinary action or wishing to raise an individual or group grievance should be treated with total fairness and have the opportunity to state their case. The [Fair Treatment at Work Policy](#) sets out the agreed approach for dealing with such issues – the policy is varied from time-to-time by agreement.

Nationwide acknowledges that the Union has a duty to represent its members, at meetings and hearings held in accordance with the Fair Treatment at Work Policy.

8. Alteration or Termination of the Agreement

The terms and provisions of this Agreement, and its Appendices, may be varied by agreement of the EIC.

The Agreement may be terminated by mutual consent of Nationwide and the Union, or by either party giving the other nine months' notice in writing of the intention to terminate.

JOE GARNER, Chief Executive

Nationwide

TIM POIL, General Secretary

Nationwide Group Staff Union

10 May 2018

Appendix A – Nationwide Isle of Man Recognition Agreement

This agreement is between Nationwide (Isle of Man) Ltd (NloML) and the Nationwide Group Staff Union (Union).

1. Purpose

The Board of Nationwide (Isle of Man) Ltd, (NloML), has agreed to bring employee policies and procedures in line with the Nationwide Group, except where such policies are in place purely to comply with UK or EC legislation which is not binding upon NloML or where the commercial consequences of such policies are considered by the Board to be unacceptable.

2. Representation

The Nationwide Group will represent the interests of NloML in all dealings with the Union under terms outlined in the Recognition and Procedure Agreement with Nationwide. Nationwide will inform the NloML Board if issues arise which are specific to NloML and in these cases Nationwide and NloML will agree how NloML's interests will be reflected through any consultation or negotiation.

3. Dispute Resolution

If NloML's Board believes that it is not appropriate to adopt an agreed change to employment policy or terms and conditions it will confirm the reasons for this to the Nationwide Employee Relations team within five working days of being informed of the change (though exceptionally this may be extended to three weeks). Nationwide will liaise with the NGSU to explain these reasons and to understand whether the NGSU wish for the matter to be further considered by the NloML Board at the next available meeting. If this is the case, Nationwide will liaise between NloML and the NGSU to ensure that the NloML Board are provided with the NGSU's views and any relevant supporting documents. In the event that the matter is not resolved after consideration by the Board, the NGSU may refer the matter for arbitration by the Isle of Man Industrial Relations Office.

4. Alteration or termination of the Agreement

The terms and provisions of this agreement may be varied at any time by mutual agreement, or by Board resolution. The agreement may be cancelled by mutual consent or by either party giving the other nine months' written notice.

David Gibson and Tom Riley, Directors

Nationwide (Isle of Man) Ltd

Tim Poil, General Secretary

Nationwide Group Staff Union

2 February 2018

Appendix B – Dispute Resolution Process

Nationwide and the Union acknowledge that agreement on most matters can be reached by consultation and negotiation, but that certain issues may arise which require a formal dispute resolution procedure. This procedure will apply to issues that are not settled through the normal procedures adopted by the EIC or supporting committees, with the exception of disputes relating to the implementation of change under the Job Security and Redundancy Policy which will be dealt with in line with the dispute resolution process outlined in the Job Security and Redundancy Policy.

All other differences and disputes will be settled through the dispute resolution process outlined below. Both parties are committed to ensuring that there shall be no impediment to normal operations and therefore there will not be any form of industrial action taken and normal working will continue to apply at all times.

Internal Dispute Resolution

The internal dispute resolution applies to significant issues affecting employees covered by the scope of this agreement, with the exception of issues relating to the implementation of change under the Job Security and Redundancy Policy where separate dispute resolution processes apply.

A matter that cannot be resolved by the normal procedures will be recognised as a 'point of issue'. A meeting will be arranged to discuss the point of issue. The Chair of the EIC will nominate individuals to represent Nationwide (this will normally include at least one Executive Director and/or the Chief Executive) and the General Secretary of the NGSU will nominate individuals to represent the Union (this will normally include the General Secretary and President of the Union). The meeting will normally be held within 10 working days of the request of either party.

External Dispute Resolution Process

If agreement cannot be reached on a matter set out in the below lists, either party can request that an ACAS Conciliation Officer be called upon to assist in resolving the point of issue. If the matter does not appear in the below list, the external dispute resolution process does not apply. If the conciliation process is unsuccessful, either party can request that the issue be referred to a mutually acceptable independent arbitrator proposed by ACAS. In these situations the principle of pendulum arbitration applies.

The costs of calling on independent conciliation and arbitration shall be shared equally by Nationwide and the Union.

With the agreement of both parties, any other matter not listed below may be deemed suitable to be resolved by this external dispute resolution process.

For employees who are at the time of consultation employed on Nationwide terms and conditions, the external dispute resolution process applies to those issues specified in the first list below:

1. Pay Ranges
2. The amount of money available for distribution in general salary reviews
3. Number of hours in the basic working week
4. Annual holiday allowance
5. Overtime pay rates
6. Shift payments
7. Saturday morning payments

8. Compensation for employees using their own car on Nationwide business
9. Payments for working on recognised Public Holidays
10. On-Call and Call-Out payments
11. Additional Responsibility payments
12. Unsociable Hours Payments - training allowance
13. Location Allowance (principles and level of each zone payment)
14. Lunch time Payments
15. Maternity leave and benefits, adoption leave and paternity leave
16. Employment break (including Unpaid Leave Breaks)
17. Subsistence allowances
18. Nationwide Pension Fund - (pension contributions and pension benefits)
19. Mortgage Consultant Bonus Scheme (with the exception of any variable pay plan which is also available to all other level 1-3 non Senior Executive employees)
20. Area Manager (NFP & MS) Bonus Scheme (with the exception of any variable pay plan which is also available to all other level 1-3 non Senior Executive employees)
21. Financial Planning Manager Bonus Scheme (with the exception of any variable pay plan which is also available to all other level 1-3 non Senior Executive employees)
22. Nationwide Healthcare Scheme (the excess and eligibility criteria).

Appendix C – Facilities and Time Off for Union Officers and Representatives

Nationwide and Union agree that certain facilities and time off be granted to enable the Union to consult and negotiate on matters and areas covered by this Agreement.

1. Facilities

Nationwide will not deny reasonable requests for any of the following:

- meetings of the Union to be held on Nationwide's premises
- the use of telephones and provision of notice board space
- facilities for new employees to meet a member of the Union
- use of Nationwide's internal e-mail and mail system
- use of Nationwide's printing and duplicating facilities

It is agreed that the Union will meet the cost of these facilities.

Further facilities requested by the Union will not be unreasonably declined. This includes allowing Union Officers or Representatives to use a car provided by Nationwide provided under the Nationwide [Group Cars Policy](#).

2. Time Off

Union representatives are entitled to reasonable paid time off to carry out their roles. The amount of agreed time off given is detailed below and is intended to cover attendance of union meetings, membership of employee involvement committees, training required for the role and attendance at the Union's National Conference. This time off will be spread throughout the calendar year. The amount of time off is cumulative if more than one position is held.

Occasionally, further time off may be required to assist and counsel Union members, attend ad hoc meetings with management and represent members under the [Fair Treatment at Work Policy](#). Any additional requests for time off will be considered sympathetically on their merits. Nationwide will consider the secondment of a Nationwide employee to the Union, if and when the need arises.

Nationwide and the Union acknowledge the need for sensitivity in the use of these arrangements, in a manner that benefits constructive employee relations. This means balancing the need (and legal requirement) to provide reasonable paid time off with the business needs for which the individuals are employed.

Role	Typical Activities	Time-Off
District and Department Representative	Attend 3 Regional Meetings per annum; Assist and counsel Union member; Attend ad-hoc meetings with management; Attend biennial National Conference; Union training. Support District and Department Reps Communicate ideas across the Regional Committees	8 Days
Representatives who fulfil Regional Council roles of Chair; Organiser; Equality Officer	Attend biennial National Conference; Organising training and development Promoting equality issues	8 Days
Safety Representative	Attend H&S training - initial course and ongoing as necessary;	8 days plus initial H&S

	Attend 4 H&S meetings per annum; Carry out up to 3 inspections per annum; Investigate accidents; Attend Safety Conference	course
National Executive Committee (NEC) Officers: Vice-President Treasurer Executive Officers Regional Officers National Equality Officer	Attend NEC Meetings; Attend biennial National conference; Responsible for direction and organisation of the Union; Union training	11 Days
EIC/Business Committee member	Attend and prepare for meetings; Union training	12 Days
Disciplinary Officers	Represent union members within the Fair Treatment at Work Policy	As required
Advisory Committee member	Attend and prepare for meetings	5 Days

3. Review

Both parties acknowledge the need to review these arrangements from time-to-time and that either party can request that such a review take place. Additionally, they will be subject to consultation in the event of significant developments that impact on their practical application.

Appendix D – Extension of Agreement to Carillion Services Employees (including Transferred Employees)

On 22 January 2018 287 of Carillion AMBS Limited/Carillion Services Limited /Carillion Construction Limited (“Carillion”) employees carrying out out-sourced facilities management services transferred to Nationwide when it took the decision to take certain contracts in-house. The employees transferred under the Transfer of Undertakings (Protection of Employment) Regulations 2006. Nationwide considered that these Transferred Employees (as defined in Section 1 (“Introduction”) above) would not retain an identity distinct from the remainder of its business post the transfer and as such all historical recognition arrangements did not transfer. For the avoidance of doubt, procedures agreed under historical recognition agreements have been terminated by Nationwide.

Accordingly, Nationwide and the Nationwide Group Staff Union (the parties) agree as follows from the date that this Appendix D is signed:

1. The Nationwide Group Staff Union (Union) will act as the sole representative body for collective and individual representation for the Carillion Services Employees (as defined in Section 1 (“Introduction”) above and which includes the Transferred Employees) and shall have collective bargaining rights as set out in this Recognition and Procedure Agreement (“Agreement”).
2. The provisions set out within this Agreement shall apply save for matters relating to change in working arrangements that may lead to redundancies in respect of which whilst the Carillion Services Employees will be managed in accordance with the processes agreed under the Job Security and Redundancy Policy, the parts of this Policy relating to enhanced redundancy pay and/or redeployment terms do not apply to the Carillion Services Employees.
3. The Carillion Services Employees are a separate bargaining unit and the Transferred Employees shall remain on their existing terms and conditions of employment unless and until they are otherwise amended. As such, the Carillion Services Employees may have different terms and conditions in comparison to other employees of Nationwide if later categorised as falling in Job Family Level One, Level Two or Level Three (non Senior Executive).
4. The Fair Treatment at Work Policy will apply to the Carillion Services Employees in accordance with Section 7 of this Agreement (for the avoidance of doubt, however, Nationwide’s Improving Performance Policy shall not apply). In addition, for the avoidance of doubt, only the following Nationwide policies will apply to the Carillion Services Employees from the date that this Appendix D is signed:
 - a. Disciplinary Policy
 - b. Grievance Policy
 - c. Save for those sections relating to ill-health pensions, the Ill Health Capability Policy (for the avoidance of doubt, Nationwide’s Sickness Absence Policy shall not apply)
 - d. Harassment and Bullying Policy
 - e. Equality, Diversity and Inclusion Policy
 - f. Flexible Working Policy
 - g. Save for those sections relating to Carers Leave and/or Volunteering, the Time Off For Others Reasons Policy
 - h. Emergency Time Off for Dependant’s Policy
 - i. Health and Safety Policy
 - j. Control of Substances Hazardous to Health (COSHH) Policy
 - k. Whistleblowing Policy
5. Nationwide will enter into consultation with the NGSU with respect of potentially amending the scope of its other existing policies in respect of the Carillion Services Employees.

DOCUMENT CONTROL

CHANGES SINCE LAST VERSION

Post the transfer in to NBS from Carillion the Recognition Agreement has been updated to cover Carillion Services Employees, including the addition of Appendix D.

VERSION HISTORY

Version	Date
11.0	11 May 2018
10.0	2 February 2018
9.0	10 April 2017
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7.0	27 April 2016
6.0	8 December 2014
5.0	28 February 2014
4.0	1 July 2013
3.0	2 April 2013
2.0	5 July 2012

SUPERSEDED DOCUMENTS

Nationwide Recognition and Procedure Agreement between Nationwide and Nationwide Group Staff Union - 2 September 2011.

ISSUE CONTROL

Owner: Employee Relations
Approver: Director of Employee Relations and Group Legal