# Recognition Agreement between Aegon UK Corporate Services Limited and Nationwide General Staff Union (NGSU)

## 1 Purpose and common objectives

- 1.1 This Agreement forms the basis of mutual co-operation and trust between Aegon UK Corporates Services Limited ('the Company') and their successors in title and the independent trade union, Nationwide Group Staff Union ('NGSU') and its successors in title. It sets out a procedural framework for information sharing, consultation and negotiation, and fosters working together harmoniously and in partnership for the mutual benefit of the Company and its employees.
- 1.2 Both parties acknowledge that they have common objectives, mutual interests and shared responsibilities to protect and ensure the Company's efficiency and long-term prosperity, which in turn promotes security of employment and prospects for advancement for all employees. Both parties agree to work together constructively to find mutually satisfactory solutions to problems.
- 1.3 The Company recognises NGSU's right to safeguard and promote the interests of its members, and NGSU recognises the Company's right to manage its affairs in the interest of all stakeholders. Both parties are committed to promoting and maintaining good employee relations and to managing change by working together flexibly, co-operatively and with mutual trust and respect.
- 1.4 This Agreement is intended to represent a pre-existing agreement or, where relevant, one of a series of pre-existing agreements, in line with the Information and Consultation of Employees Regulations 2004, or any amendments of them.

## 2 Status and scope of the Agreement

- 2.1 The Company and NGSU accept that the terms of this Agreement are binding in honour only and are not legally enforceable. This Agreement supersedes all previous agreements and is effective from 1 February 2024.
- 2.2 This Agreement applies to information, consultation and negotiation in respect of changes affecting specific groups or the employees of the Company as a whole.
- 2.3 Any collective agreements reached between the parties in relation to employees' terms and conditions will be incorporated automatically into the employment contracts of all employees within the bargaining unit, whether they're members of NGSU or not.

## 3 Recognition and representation

- 3.1 The Company recognises NGSU as the sole representative and bargaining agent of the employees of Aegon UK Corporate Services Limited working at Aegon Financial Planning at Origen. This bargaining unit specifically excludes members of the Executive Committee or Board and employees of Aegon UK Corporate Services Limited working at other companies within the Aegon UK Group which for the avoidance of doubt includes Aegon UK Plc, Aegon Asset Management (AAM), Global Technology Services (GTS).
- 3.2 The Company recognises that it can benefit from employees within the bargaining unit having access to, and being represented individually and collectively by, NGSU. The Company will provide NGSU with appropriate access to employees within the scope of the bargaining unit, and with the facilities it reasonably needs to encourage employees to become and remain members and to play an active part in its affairs.
- 3.3 The Company will recognise and work in partnership with workplace representatives elected by members of NGSU. Constituency boundaries, the number of accredited representatives and any conditions for appointment as a workplace representative will be subject to prior written agreement between the Company and NGSU.

- 3.4 Both the company and NGSU recognise that trust and confidence in each other is required to make this agreement effective and as such confidentiality of information shared will be maintained by both parties.
- 3.5 NGSU will notify the Company in writing, before telling its members, when workplace representatives are elected or changed and when any changes are made to the constituencies they represent and union positions they hold.
- 4 Subjects for information, consultation and negotiation
- 4.1 The Company will inform NGSU before making any change to the items listed in Section A of **Appendix I: Subjects for information, consultation and negotiation**.
- 4.2 The Company will consult with NGSU in relation to the items listed in Section B of **Appendix I**: **Subjects for information, consultation and negotiation**.. Both parties agree to take part in this consultation with a view to reaching agreement.
- 4.3 The Company will collectively consult with NGSU about any redundancy proposals in accordance with the Redundancy Policy, and as agreed through TUPE Measures set out in the Summary of Agreement reached on 29 September 2023 between Aegon UK and Nationwide Group Union (NGSU) updated and agreed at 15 December 2023 (refer Appendix VIII).
- 4.4 The Company will comply with its statutory obligations to inform NGSU about any Transfer of Undertakings (Protection of Employment) (TUPE) transfers affecting employees within the bargaining unit and will consult with NGSU on any measures it proposes taking as a result of transferred activity.
- 4.5 Both parties agree to take part in this redundancy and TUPE consultation with a view to reaching agreement.
- 4.6 The Company will negotiate with NGSU until agreement is reached on the items listed in Section C of Appendix I: Subjects for information, consultation and negotiation.
- 4.7 The Company won't implement proposals for changes to the items listed in Section C of **Appendix I: Subjects for information, consultation and negotiation** until both parties agree that the negotiations have been concluded and agreement has been reached.
- 5 Framework for information, consultation and negotiation
- 5.1 The Company will inform, consult or negotiate, as applicable, negotiate with NGSU in line with the consultation framework set out in Appendix II: Consultation framework.
- 5.2 The terms of reference for each committee are set out in Appendix III: Strategic Update terms of reference, and Appendix V: Joint Consultation and Negotiation Committee terms of reference
- 6 Time off and facilities for trade union duties and activities
- 6.1 The Company recognises that accredited NGSU representatives are entitled to reasonable paid time off work to carry out their duties and to undergo relevant training. It also recognises that members of NGSU are entitled to reasonable time off to take part in union activities.

- 6.2 Appendix VI: Time off and facilities for trade union duties and activities
- 6.3 The Company agrees to deduct union subscriptions, levies and lottery deductions from members' net pay on a monthly basis and to transfer them to NGSU' account by the end of the calendar month in which they're made.

## 7 Dispute resolution

- 7.1 Both parties recognise the advantage of issues being resolved through consultation and negotiation, and agree to make all reasonable efforts to resolve areas of non-agreement speedily and without escalation.
- 7.2 If agreement can't be reached, both parties will agree the procedures and timescales for resolving the disputed issue. Depending on the nature of the issue, they may do this by formally recording an 'agree to disagree' statement or by invoking the formal disputes resolution procedure (see Appendix VII: Disputes resolution procedure for details).

## 8 Status quo position

- 8.1 In respect of the subjects for negotiation listed in Section C of **Appendix I: Subjects for information, consultation and negotiation**, both parties agree that the existing arrangements will continue to operate until agreement is reached.
- 8.2 NGSU agrees that it will take no industrial action or undertake a statutory ballot until the disputes resolution procedure, detailed in Appendix VII: Disputes resolution procedure, has been fully exhausted.

#### 9 Amendment and termination

- 9.1 This Agreement can be changed at any time, as long as both parties agree. It will be formally reviewed once a year by the signatories, or their successors, to make sure it's still fit for purpose.
- 9.2 Either party can terminate the Agreement by giving the other not less than six months' written notice of its intention to do so.
- 9.3 If the Company is subject to a sale, takeover or merger, this Agreement will stay in force until it's re-negotiated.

Signed on behalf of Aegon UK Corporate Services Limited

— DocuSigned by:

Arlene Stokes

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05 February 2024

arlene Stokes

**HR Director** 

Signed on behalf of Nationwide General Staff Union (NGSU)

Emma Clay

General Secretary

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DocuSigned by:

## Appendix I: Subjects for information, consultation and negotiation

#### A. Information

The Company will inform NGSU before making any non-material change to collective:

- working practices and/or work methods, systems and procedures
- policies (other than those detailed in Section B below)
- terms and conditions of employment (other than those detailed in Section C below)
- job levels and career family structures
- bonus/incentive schemes
- benefit packages

#### **B.** Consultation

The Company will consult with NGSU in reasonable time and before finalising and implementing any proposals that:

- materially change collective:
  - o working practices and/or work methods, systems and procedures
  - non-contractual policies
  - o terms and conditions of employment (other than those detailed in Section C below)
  - o job levels and career family structures
  - o bonus/incentive schemes
  - o notice periods
  - benefit packages
  - o redundancy pay, in other words calculation of severance payment
- materially or non-materially affect collective pension arrangements
- materially or non-materially affect collective contractual policies, which for the avoidance of doubt means:
  - Adoption
  - o Dependants and Emergency Leave
  - Disciplinary
  - Fertility
  - Resolving Issues at Work
  - Maternity
  - Parental
  - Paternity
  - Managing Sickness Absence

## C. Negotiation

The Company will negotiate with NGSU on proposed changes to the following collective matters:

- holiday entitlement
- hours of work
- any annual pay settlement, allowances and overtime rates
- sick pay

## Appendix II: Consultation framework

Abbreviations:

AUK - Aegon UK;

## JCNC - Joint Consultation & Negotiating Committee

Group	Employees covered	Parties involved	Frequency	HR Lead	Escalation		
					Level 1	Level 2	Level 3
JCNC	All AUK or part of AUK	Company NGSU Unite	As required	Dependant on topic	HR Director	CEO	If all internal efforts fail, and both parties agree, external mediation, ACAS conciliation or arbitration

## Appendix III: Strategic Update terms of reference

## 1 Purpose

- 1.1 The Strategic Update provides a forum for:
  - (a) making sure effective two-way communication takes place between the Executives of Aegon Financial Planning and representatives of its workforce, in other words its recognised trade unions, NGSU
  - (b) the Company to update and share information with union representatives on its current financial situation, prospects and future business plans and strategy
  - (c) discussion of business proposals that might affect all or significant sections of the employee population
  - (d) union representatives to raise and openly discuss issues of significant concern to all or large groups of employees with members of the Executive, and to present ideas of mutual interest to the organisation and its employees

## 2 Aims

- 2.1 Through engagement at this level, Aegon Financial Planning aims to:
  - (a) improve trade union understanding of Group-level strategy
  - (b) gain the commitment of employees through involving their union representatives at an early stage in decision-making
  - (c) create an atmosphere of mutual trust and co-operation, so that management are kept aware of employee opinion, and union representatives and employees aren't surprised by management actions

## 3 Remit

- 3.1 Typically, the agenda will include business updates and discussion items impacting the Aegon Financial Planning business at a strategic level, such as:
  - (a) the Group's business and financial situation
  - (b) major business developments, for example mergers, acquisitions and disposals, or large-scale organisational restructuring, including initiating collective redundancy and TUPE consultation
  - (c) people strategy, including significant policy development activity and any proposed changes to employment terms and conditions affecting significant numbers of employees represented by each trade union
  - (d) Noting that where consultation or negotiation on such matters is required, it will be conducted through the Joint Consultation and Negotiation Committee (refer Appendix V: Joint Consultation and Negotiation Committee terms of reference)

## 4 Frequency

4.1 Bi-annually, and at the earliest opportunity when there's a significant change to the Company's business plans and strategy

## 5 Attendees

Management	<ul> <li>CEO or CFO</li> <li>Human Resources Director (Chair)</li> <li>Other Executive members (as appropriate)</li> <li>Senior Employee Relations Manager (Secretary)</li> </ul>
NGSU	<ul> <li>General Secretary</li> <li>Assistant General Secretary</li> <li>Senior National Officers</li> </ul>

## 6 Meeting preparation and output

- (a) The minutes will be agreed and published to attendees, and Management Board only.
- (b) All information shared will be deemed confidential to the attendees unless expressly agreed otherwise

## Appendix IV: Trade Union Engagement Conference terms of reference

#### 1 Purpose

- 1.1 The Trade Union Engagement Conference (TUEC) provides a forum for:
  - (a) making sure effective two-way communication takes place between Senior Managers of the Company and the recognised trade unions, NGSU
  - (b) the Company to share information with union representatives about business unit performance and developments
  - (c) Union representatives to raise and openly discuss issues of significant concern to employees within the business unit, and to present ideas of mutual interest to the business and its employees

#### 2 Aims

- 2.1 Through engagement at this level, the Company aims to:
  - (a) improve trade union understanding of Department-level business strategy
  - (b) gain the commitment of employees through involving their union representatives at an early stage in decision-making
  - (c) create an atmosphere of mutual trust and co-operation, so that management are kept aware of employee opinion, and union representatives and employees aren't surprised by management actions

## 3 Remit

- 3.1 Typically, the agenda will include updates and discussion items such as:
  - (a) business updates and reports on performance
  - (b) initiatives and business developments and their impact on specific groups within the business units
  - (c) organisational restructuring affecting all or a large cross-section of the business units
  - (d) Health and Safety
  - (e) Corporate Social Responsibility activity
  - (f) HR policy development
  - (g) any proposed changes to employment terms and conditions which would affect all or a large cross-section of the business units
  - (h) Noting that where consultation or negotiation on such items is required, it will be conducted through the Joint Consultation and Negotiation Committee (refer Appendix V: Joint Consultation and Negotiation Committee terms of reference)

## 4 Frequency

4.1 Bi-annually, with additional extraordinary meetings arranged by agreement

#### 5 Attendees

5.1 HR Business Partners, Employee Relations and senior union officials to attend whole of meeting, Business Unit leads and Union representatives to attend as required during the meeting.

Management	-	Senior Management Leads (CEO-2 and/or CEO-3) Employee Relations Consultant (Chair), HR Business Partner
NGSU	•	Senior National Officers
NGSU	•	Assistant General Secretary (optional)

5.2 Both parties may mutually agree the attendance of a 'subject' expert from within the Company, or another elected union workplace representative or trade union official to contribute information to specific agenda items. Such a request should be made in writing in advance of the meeting and should make clear to the other party the reason for the request and the agenda item[s] to which the 'subject' expert will contribute.

## 6 Meeting preparation and output

- 6.1 The agenda will be jointly agreed and circulated at least five working days in advance.
- 6.2 Full minutes will be agreed and circulated to attendees and HR Leadership team.

## Appendix V: Joint Consultation and Negotiation Committee terms of reference

## 1 Purpose

1.1 The Joint Consultation and Negotiation Committee, which may include either one or both unions, depending on the bargaining unit affected, provides a forum for consultation and negotiation on business proposals and changes to policy or terms and conditions that may affect some or all employees.

#### 2 Aims

- 2.1 Through joint consultation or negotiation, the Company aims to:
  - (a) improve understanding of company/business unit strategy
  - (b) gain the commitment of employees through involving their union representatives at an early stage in decision-making
  - (c) create an atmosphere of mutual trust and co-operation, so that management are kept aware of employee opinion and union representatives and employees aren't surprised by management actions
  - (d) to meet legislative duties under relevant legislation e.g. TUPE, TULRA

#### 3 Remit

- 3.1 Each JCNC will be convened with appropriate, sufficiently senior personnel, depending on the subject matter of the consultation or negotiation, to consult or negotiate on areas as outlined in Appendix I including:
  - (a) pay review
  - (b) policy development
  - (c) initiatives and business developments or proposals and their impact on employees within the subsidiary company/business unit
  - (d) organisational restructuring within the company/business unit, including, but not restricted to, collective redundancy and TUPE consultation
  - (e) Health and Safety, with reference to the Health and Safety Steering Group
  - (f) redundancy proposals, including those affecting fewer than 10 employees within a 90-day period in accordance with clause 4.3
  - (g) Transfer of Undertakings (Protection of Employment) (TUPE) transfers affecting employees within the bargaining unit, and will consult with NGSU on any measures it proposes taking as a result of transferred activity in accordance with clause 4.4
  - (h) Unresolved or 'failure to agree' issues may be escalated as per the Disputes Resolution Procedure

#### 4 Frequency

## 4.1 As required

## 5 Attendees

Management	<ul> <li>HR Business Partner, HRC and/or ER (Chair)</li> <li>Senior Manager / Executive as appropriate to the matter being consulted on or negotiated</li> </ul>
NGSU	<ul> <li>General or Assistant General Secretary</li> <li>Senior National Officers, as appropriate to the matter being consulted on or negotiated</li> </ul>

## 6 Meeting preparation and output

- (a) The agenda will be jointly agreed and circulated at least five working days in advance
- (b) Full minutes will be agreed and circulated to attendees, and others as appropriate
- (c) Other joint communications as may be agreed by the JCNC, within appropriate timescales

## Appendix VI: Time off and facilities for trade union duties and activities

## 1 Purpose and general principles

- 1.1 The Company recognises that a truly representative and effective union will help it manage change and enhance employee relations.
- 1.2 This Appendix sets out the time-off provisions and facilities provided by the Company to enable elected representatives of NGSU to properly and effectively fulfil their representational duties and enable members of NGSU to take part in union activities.
- 1.3 Accredited representatives may carry out their duties and engage in approved trade union activities without loss of earnings, being deterred from standing for election as a representative or from undertaking their duties and activities once elected or suffering any detriment.
- 1.4 Employees won't be discriminated against in any way for membership of NGSU and for participation in approved trade union activities.
- 1.5 The Company acknowledges that it's not possible to be prescriptive about all duties and activities, and that the time off required may vary according to the complexity of a particular activity. It agrees that requests for time off won't be unreasonably refused. NGSU will take all reasonable steps to minimise business disruption by being prepared to be as flexible as possible in seeking and agreeing time off.

## 2 Time off for general trade union representation

- 2.1 Accredited representatives of NGSU will be allowed reasonable paid time off during working hours to:
  - (a) communicate with their constituency members and local management
  - (b) meet with the full-time Officers to discuss issues raised by members
  - (c) support the full-time Officers in responding to Company proposals
  - (d) prepare for and attend Company-convened meetings
  - (e) attend NGSU National Conference, Special National Conferences, and Regional Council meetings
  - (f) prepare for and accompany individual NGSU members during disciplinary/grievance or redundancy consultation meetings
  - (g) undergo such training as is reasonable to carry out these duties
- 2.2 Accredited workplace representatives will be allowed up to 10% paid time off during their normal working hours to carry out these functions.

#### 3 Time off for trade union activities

- 3.1 Accredited representatives and members of NGSU will be allowed reasonable paid time off to:
  - (a) attend workplace meetings to discuss the outcome of negotiations with the Company
  - (b) vote on the outcome of negotiations with the Company
  - (c) participate in union elections

## 4 Time off for health and safety representatives

- 4.1 Elected workplace representatives who are appointed by NGSU as health and safety representatives will be allowed paid time off during working hours to:
  - (a) participate in routine workplace inspections
  - (b) investigate employee reports of potential hazards and dangerous occurrences in the workplace
  - (c) represent individual employees in complaints about their health, safety and welfare at work
  - (d) represent employees in the Company's interaction with health and safety inspectors
  - (e) attend health and safety committee meetings
  - (f) undergo such training as is reasonable to carry out these duties

### 5 Payment for time off

- 5.1 Accredited representatives won't suffer any detriment to their pay, allowances and/or bonuses as a result of trade union activities.
- 5.2 Where a representative's pay is linked to the achievement of performance targets, the Company will, in consultation with the representative and the General Secretary, agree to make fair adjustments to those targets to take account of the reduced time the representative has to achieve the desired performance.

#### 6 Special arrangements for time off

- 6.1 The Company will make every effort to take into account the needs of representatives who work, or represent members who work, unusual hours for example, part-time, shift, weekend, home, mobile and term-time workers when scheduling meetings and agreeing representational time off.
- 6.2 The Company recognises that more time off from normal work may be needed during collective redundancy and/or TUPE consultation activity, and that representatives may need special training in order to fulfil their responsibilities.
- 6.3 Where Company-convened meetings fall outside of, or extend beyond, a representative's normal working hours:
  - (a) full-time employees will be entitled to claim time off in lieu for the additional hours required, to be taken at a mutually convenient time to the representative and their operational area
  - (b) part-time employees will be able to claim normal hourly payment for any additional hours required between 9am and 5pm, and any hours required beyond these times will be reimbursed as time off in lieu, to be taken at a mutually convenient time to the representative and their operational area
- No reimbursement will be made where representatives attend meetings convened by NGSU, which fall outside of, or extend beyond, a representative's normal working hours.
- 6.5 The Company will allow additional time and facilities, if necessary, for disabled representatives and may make suitable arrangements to allow them to carry out their responsibilities.

6.6 Time off to represent employees transferred under TUPE to another employer will be subject to agreement between the signatories to this Agreement.

#### 7 Cover and backfill

7.1 During a period of approved trade union activity requiring sustained time off, the Company will try, if necessary, to cover and backfill the representative's substantive role or to temporarily re-organise or reduce their workload.

### 8 Training

- 8.1 The Company supports the need for newly appointed representatives to be granted reasonable paid time off for initial training in basic representational skills as soon as possible after their election.
- 8.2 The Company will grant additional reasonable time off to enable representatives to:
  - (a) further develop their skills in accompaniment, consultation and negotiation
  - (b) undertake special responsibilities
  - (c) deal with changes in the structure or topics of negotiation, or where the Company is contemplating significant changes in the organisation of work
  - (d) understand changes in legislation which affect the conduct of employee relations
- 8.3 NGSU must give line managers adequate written notice of training course dates, and co-operate in making arrangements to cover jobs while representatives are absent on training courses.
- 8.4 Part-time representatives required to attend full-time training courses will be paid for any additional hours attended between 9am and 5pm.

#### 9 Procedures

- 9.1 Accredited representatives must give their manager advance notice of their need for representational time off and let them know:
  - (a) the general purpose of the time off, while preserving personal confidential information relating to individuals in grievance or disciplinary matters
  - (b) the intended location (if away from their normal place of work)
  - (c) the expected timing and duration of the time off required
- 9.2 Both the Company and NGSU will do everything reasonable to make sure meetings aren't called at very short notice.
- 9.3 Accredited representatives must give their manager at least a few weeks' notice of their nomination for a training course, as well as details of the course contents.
- 9.4 Representatives must keep records of the duration and purpose of time off and submit these to the General Secretary, who may be asked to provide a summary to Employee Relations.
- 9.5 The General Secretary will notify the Employee Relations Manager in advance if NGSU wants to meet with groups of employees during working hours.
- 9.6 The Company will raise any concerns or complaints it has regarding the time off taken by an elected representative and/or their performance of their trade union duties with the General Secretary of NGSU.
- 9.7 The Company will raise any concerns or complaints it has regarding the performance of the General Secretary with the Employee Relations Manager.

#### 10 Facilities

- 10.1 The Company agrees to provide NGSU with the facilities necessary for it to perform its duties effectively and to communicate effectively with its members. These include:
  - (a) reasonable use of Company premises for meetings with members and access to space for confidential discussion with individual members
  - (b) reasonable use of and confidential access to internet and phone points the use of notice boards
  - (c) details of Company starters and leavers
  - (d) permission to distribute membership information to new employees
  - (e) time during induction programmes to introduce NGSU and recruit new members
  - (f) provision for ballots to be conducted within working hours

## 11 Confidentiality

- 11.1 The Company will respect the confidentiality of communications between NGSU representatives, and between representatives and members. It will ensure secured and privately addressed correspondence to NGSU representatives is delivered unopened, and won't normally carry out regular or random monitoring of union communications, including emails.
- 11.2 If the Company does need to access these communications, this will be subject to discussion and agreement between the signatories to this Agreement and to the general rules set out in statute and the Employment Practices Code issued by the Information Commissioner's Office.

#### 12 Costs

- 12.1 The Company will reimburse reasonable travelling and subsistence expenses incurred by representatives in attending Company-instigated meetings.
- 12.2 NGSU will meet all non-business facing costs incurred by representatives, for example in attending union training and union-only meetings.

#### 13 Resolution of disputes

- 13.1 Both parties agree to make every effort to avoid disagreements in relation to time off for trade union duties and activities and to resolve these internally.
- 13.2 Where it's felt that permission to take time off has been unreasonably withheld, the General Secretary may ask the representative's manager for a written explanation.
- 13.3 If the General Secretary is dissatisfied with the reason given, they may refer the matter for discussion and agreement with the Employee Relations Manager.

## Appendix VII: Disputes resolution procedure

## 1 Purpose and common objectives

- 1.1 Both parties agree to work together to avoid disagreements by:
  - (a) raising issues of concern at the earliest possible opportunity
  - (b) openly exploring problems and concerns
  - (c) actively considering options and appropriate alternative solutions
  - (d) continuing dialogue with a view to reaching agreement
- 1.2 If the matter can't be resolved amicably through any of the above means, then either party may register their formal disagreement and escalate the disputed issue to the next consultation/negotiation level for resolution, as set out in the consultation framework in Appendix II.
- 1.3 Both parties accept mutual responsibility to work towards an early resolution of the disputed issue using internal company procedures.

#### 2 Procedure

#### 2.1 Level one

- (a) If JCNC management and NGSU representatives can't agree, either party may invoke level one of the disputes procedure by involving the HR Director or move to level two if the HR Director is already involved
- (b) The HR Director will make all reasonable efforts to meet with the parties in dispute within 10 working days of the matter being brought to their attention, and to resolve the matter quickly and without the need for further escalation.
- (c) If, despite the involvement of the HR Director, the Company and NGSU are unable to reach agreement, then:
  - (i) both parties may agree to record a formal 'agree to disagree' outcome, or
  - (ii) either or both parties may escalate the issue to level two

## 2.2 Level two

- (a) If the HR Director and NGSU representatives can't agree, either party may involve level two of the disputes procedure by involving the CEO, or delegate as appropriate (CFO or CRO), or move to level three if the CEO is already involved.
- (b) The CEO, or delegate as appropriate, will make all reasonable efforts to meet with the parties in dispute within 10 working days of the matter being brought to their attention, and to resolve the matter quickly and without the need for further escalation.

## 2.3 Level three

- (a) If an agreement still can't be reached after level two, both parties may agree to:
  - (i) try to resolve the issue through mediation, using an independent and neutral external mediator appointed by agreement between the parties
  - (ii) refer the dispute to ACAS for collective conciliation, or
  - (iii) refer the dispute to ACAS for collective arbitration, the outcome of which will be final and binding
- (b) The costs of utilising an independent mediation, conciliation, or arbitration service in the Level 3 Dispute Resolution Procedure, will be shared equally by the Company and the NGSU.