

Recognition Agreement between

NHBC Limited (NHBC)

and

NHBC Staff Association (the 'Union'), known jointly as the 'Parties'.

1. OBJECTIVES

- 1.1. Employee relations are a joint responsibility of the Parties and require the meaningful participation of all concerned. The Agreement is designed to encourage and assist co-operation and constructive dialogue.
- 1.2. The Agreement provides a system of representation and procedures through which the Parties may raise items of common concern, of either an individual or a 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. The Parties are committed to developing equal opportunities, creating an inclusive environment and encouraging diversity and that the treatment of employees will be fair, non-discriminatory and consistent.
- 1.5. The Parties are further committed to ensuring that the treatment of staff will be fair and equitable in all matters of discipline and grievance.

2. SCOPE OF THIS AGREEMENT

- 2.1. The Union is recognised for the purposes of collective bargaining and statutory consultation by NHBC on behalf of all employees excluding: -
 - 2.1.1. NHBC Board members and Non-Executive Directors.
 - 2.1.2. NHBC Chief Executive and Executive Directors.
 - 2.1.3. NHBC HR Director.
- 2.2. and the Employer recognises the Union as the sole union entitled to represent the interests of the employees and negotiate on their behalf.

3. GENERAL PRINCIPLES

- 3.1. The purpose of this Agreement is to provide a framework for the Parties to participate in joint planning and decision-making processes, working in collaboration as partners to reach mutually acceptable solutions.
- 3.2. The aim is to increase effectiveness and prosperity within NHBC's operation to the mutual benefit of NHBC, its customers and its employees.
- 3.3. NHBC believes that a union capable of representing its members with authority and responsibility is essential to the maintenance of good employee relations.
- 3.4. NHBC recognises the Union's responsibility to represent the interests of its members.
- 3.5. The Union recognises the NHBC's responsibility to manage its affairs effectively.
- 3.6. The Parties recognise that the progress of NHBC is in the interests of both parties. Both parties declare their common objective to maintain constructive employee relations.
- 3.7. The Parties will work together in all areas of mutual interest including, but not necessarily limited to: contractual terms and conditions of employment; staff health, safety and wellbeing; equality in the workplace and all matters of information and consultation including business performance, reorganisation and redundancy.
- 3.8. The Parties to this Agreement have given a commitment to work together to promote positive and effective relationships. The Parties agree that collective bargaining takes place in good faith.

4. MEANS OF ACHIEVEMENT

- 4.1. To achieve the above aims the Parties agree:
- 4.2. The system of joint consultation within NHBC will be based on the principle that elected Union Representatives will be consulted at all levels of formal consultation.
- 4.3. To improve the effectiveness of joint consultation within the workplace, the Union will elect representatives who will broadly reflect existing directorates and departmental functions within NHBC and different geographic locations.
- 4.4. It is acknowledged by the Parties that not all NHBC employees would wish to be members of the Union, but that greater membership of the Union is beneficial to both parties.
- 4.5. Discharging their obligations under this agreement, Union Representatives also accept responsibility for representation of those members of staff who are not members of the Union in matters relating to collective negotiation, consultation and redundancy.
- 4.6. To enable all employees to take part in the election of Union Representatives, the Union will provide facilities for a secret ballot in accordance with its Constitution, with the support of NHBC as needed.

- 4.7. NHBC will allow time off (as detailed in Schedule 1 to this Agreement) for appropriate training which is organised by the Union for the benefit of its Representatives.
- 4.8. All parties acknowledge that active Union involvement by colleagues will be seen as a strong career development opportunity, and that no detriment will occur as a result of any individual's participation in trade union activity.

5. COMMUNICATION

- 5.1. The Parties agree that effective communication is essential to the successful operation of this agreement.
- 5.2. Communication will take the form of exchanges of correspondence of all forms, formal and informal meetings.
- 5.3. All parties agree that wherever possible communication on issues of joint interest will be shared in advance and the views of other parties will be considered properly before any final communication is issued, as a joint communication wherever possible.
- 5.4. NHBC and the Union endeavour to be positive and constructive in their discussions. Communications from the Parties will be clear, informative, and written in a constructive, respectful manner.
- 5.5. Wherever possible NHBC management will support the Union in actively raising awareness of the Union among employees and will encourage colleagues to join the Union and play an active part in it.

6. DISCLOSURE OF INFORMATION

- 6.1. NHBC will disclose to the Union all information reasonably required to enable the Union to participate in consultation and negotiation pursuant to the terms of the Agreement. NHBC will also provide any information required by law as part of any statutory consultation process.

7. CONFIDENTIALITY

- 7.1. The Parties understand and accept that information may be given which is not readily available in the public domain or readily available to the employees represented by the Union. The Parties agree that it is vital that the Parties and the Union Representatives agree not to discuss or communicate any detail relating to any matter which is the subject of negotiation, or any other matter which is the subject of discussion from time to time and which by its nature is confidential or is expressed by either party to be confidential with any third party (which for the avoidance of doubt shall include any form of media including social media channels and messaging apps) other than their own advisers.

- 7.2. Union Representatives will be required to sign confidentiality agreements upon taking up post.
- 7.3. For the avoidance of doubt, when a Union Representative steps down from post the terms of the Agreement remain in place for any matters discussed during their tenure as a Union Representative.
- 7.4. The Parties and the Union Representatives have both express and implied express and implied duty of confidentiality. In addition, the Union and NHBC have obligations in relation to information under the Data Protection Act 2018 and Regulation (EU) 2016/679 (the General Data Protection Regulation) and the Union undertakes to do nothing with information provided which could amount to a breach of those obligations.

8. CONSULTATION

- 8.1. The Union is recognised by NHBC as having collective consultation, negotiation and bargaining rights on behalf of all employees who are eligible for membership on the terms set out in this Agreement
- 8.2. The Parties will share ideas and information and take a progressive, forward look at business issues to agree the right approach, especially as they impact colleagues.
- 8.3. Relevant information and data will be shared to facilitate constructive dialogue between the Parties.
- 8.4. The Union may propose projects for discussion as well as NHBC.
- 8.5. The Union is recognised by NHBC for the purposes of statutory redundancy and TUPE consultation. The Union shall represent all staff in these circumstances, whether they are members of the Union or not.
- 8.6. The Parties may consult on any issue that is of mutual concern which is not naturally captured by any other part of this agreement. However, this shall not be used as a substitute for good management and/or communication processes

9. NEGOTIATION

- 9.1. The Union shall be responsible for collectively negotiating with NHBC for all levels eligible for membership in relation to:
- 9.2. Contractual pay, hours and holiday and for these purposes: -
 - 9.2.1. pay means salary and wages including shift, overtime rates and allowances;
 - 9.2.2. hours means contractual hours the membership are obliged to work; and
 - 9.2.3. holidays means statutory and contractual annual holiday entitlement.
- 9.3. The Union will consult with staff during pay negotiations with NHBC, in order to fairly and accurately represent their views.

- 9.4. The Union will put negotiated pay and benefits offers from NHBC to a ballot of its members for acceptance, in accordance with the Union's constitution.
- 9.5. The scope of this Agreement is as set out above and the Union is not recognised formally in relation to any negotiation on any wider matters. In the spirit of fostering good working relationships, NHBC accepts that the Union may put forward suggestions and ideas in relation to ways of working and the Union accepts that NHBC has no formal duty to negotiate or consult about such matters.

10. REPRESENTATION OF STAFF ON EMPLOYEE RELATIONS ISSUES

- 10.1. All members of the Union may choose to be accompanied by a union representative during formal meetings with NHBC (for instance, for grievance and disciplinary issues, flexible working requests, probationary reviews, etc.)
- 10.2. The Union will represent all members, regardless of grade, role or circumstance.
- 10.3. Non-members may be offered representation in exceptional circumstances, on a discretionary basis.

11. FAILURE TO AGREE

- 11.1. The Parties attach a high importance to the avoidance of disputes and the orderly settlement of any dispute that might arise.
- 11.2. If consultation and/or negotiation under this Agreement fail to reach a mutually acceptable outcome the following procedure will apply:
- 11.3. **Internal resolution**
- 11.4. If a dispute has not previously involved an Executive Officer of the Union (as defined in the Union Constitution dated 1 July 2022) then an Executive Officer of the Union will meet with a Director of NHBC with a view to reaching an agreement without recourse to assistance from external bodies. To facilitate this the Union or NHBC must notify the other of its concerns in writing and the meeting of the above must take place, where possible, within 10 working days of receipt of these written concerns. If a dispute has already previously involved an Executive Officer of the Union then the internal resolution step can be bypassed.
- 11.5. **External resolution**
- 11.6. If the matter cannot be resolved internally (or this stage is bypassed) it will be referred to ACAS or a mutual acceptable third party for mediation/conciliation. The outcome of any such mediation should form the basis of a final agreement.

11.7. In the event that mediation with ACAS or the agreed third party cannot be reached then the Parties agree that this will be the conclusion of the failure to agree process. No preparations for industrial action will be undertaken until these procedures have been exhausted, neither will NHBC seek to impose or negotiate directly with employees until these procedures are exhausted. The Union will not afford any form of support for any unofficial industrial action.

11.8. Every endeavour will be made by the Parties to resolve matters through this Agreement.

12. TIME OFF AND FACILITIES

12.1. To enable the Union to play an effective role, NHBC will provide Union Representatives with reasonable facilities and a reasonable amount of time off work to fulfil their roles in accordance with Schedule 1 of this Agreement.

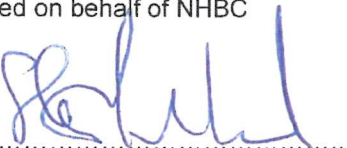
13. STATUS, AMENDMENTS AND TERMINATION

13.1. This Agreement is binding in honour only.

13.2. The terms of this Agreement may be amended at any time with the mutual consent of the Parties. Either party may propose amendments, which will then be subject to discussion between the two parties.

13.3. Either party can terminate this Agreement on giving three months' notice in writing to the other party.

Signed on behalf of NHBC



Steve Wood, Chief Executive NHBC

Date

2/11/2022

Signed on behalf of the Union



Julia Georgiou, General Secretary NHBC Staff Association

Date

8/11/22

SCHEDULE 1

TIME OFF & FACILITIES

1. INTRODUCTION

- 1.1 NHBC is committed to making this Agreement work and agrees that it is necessary, in order to support the Union Representatives to carry out their duties effectively, to provide them with reasonable time off work, both paid and unpaid. NHBC is also committed to providing the Union with the facilities they require to perform their role effectively. The provision of time off (both paid and unpaid) together with the provision of other expenses and facilities will be governed for the duration of the Agreement by the terms set out below.

2. PAID TIME OFF FOR TRADE UNION DUTIES

- 2.1 Requests for paid time off must be reasonable in the circumstances and will always be subject to the terms of any relevant legislation, the terms of this Agreement and NHBC's operational requirements and subject to prior approval by the Union Representative's Manager.
- 2.2 NHBC will grant Union Representatives reasonable paid time off during working hours to undertake the following trade union duties:-
- 2.2.1 fulfilling their Union Representative role as appropriate;
 - 2.2.2 supporting on information/consultation on collective redundancies and transfers under the Transfer of Undertakings (Protection of Employment) Regulations and any other matters which require statutory collective consultation;
 - 2.2.3 supporting the collective bargaining arrangements, for instance in relation to pay negotiations, or changes to working hours;
 - 2.2.4 and attending meetings called by NHBC where the Unions' attendance is requested;
 - 2.2.5 undergoing industrial relations training relevant only to their operation within NHBC and their duties where such training has been approved by the Union (the Union shall provide evidence of the same having been undertaken when reasonably requested by NHBC); and / or
 - 2.2.6 accompanying an NHBC employee to a disciplinary or grievance, performance, absence, redundancy and/or flexible working meetings including the

administration of members' cases and in the provision of advice which may not result in a formal grievance/disciplinary process.

2.2.7 Executive Officers of the Union (as defined in the Union Constitution dated 1 July 2022)shall be granted reasonable paid time off during working hours for attending such committees or conferences of the bodies to which it affiliates to facilitate their role within such bodies.

2.3 The parties agree that no Union Representatives will be granted paid time off to perform Union duties for more than 50% of their working hours for periods greater than one calendar week at a time. Any requests for paid time falling outside this parameter must be escalated to NHBC HR Director for consideration/review.

2.4 Any request for paid time off work must be made in accordance with the rules below and any systems guidance which will be issued separately by NHBC from time to time.

3. UNPAID TIME OFF FOR TRADE UNION ACTIVITIES

3.1 Where business needs allow NHBC will also provide Union Representatives reasonable unpaid time off work for taking part in trade union activities which will include:-

3.1.1 attendance at the annual Trade Union conference where the content of such meetings is not relevant to NHBC's business and activities;

3.1.2 attending to trade union matters/business which does not relate to NHBC's business or an employee's role as a Union Representative for NHBC;

3.1.3 voting in Trade Union elections.

3.2 For the avoidance of doubt, unpaid time off work shall not include any time spent participating in industrial action.

3.3 A Union Representative seeking unpaid time off on a regular basis to attend scheduled trade union meetings (for instance Conferences) which require them to be away from their office/work location/substantive role and which do not relate to NHBC's business shall provide a list of meeting dates to their Manager at the start of the calendar year. This will assist in the forward planning of time off requests. The parties agree that for operational reasons it will not be possible for the business to grant large numbers of Union Representatives unpaid time off work simultaneously e.g. to attend Conferences and therefore advance notice to assist with forward planning is essential.

3.4 Any request for unpaid time off work must be made in accordance with the rules below and any systems guidance which will be issued separately by NHBC from time to time.

3.5 Any unpaid time taken without advance approval will be treated as unauthorised employee absence. Any impacts of unpaid time on pay//benefits will be calculated in line with standard NHBC policies/procedures.

4. **REQUESTING TIME OFF**

4.1 The parties agree that a process relating to the submission of time off requests will assist the proper consideration of all such requests. In particular, the provision of adequate information,

4.2 in a timely fashion, will ensure fairness, avoid misunderstanding and facilitate a speedy response. A Union Representative requesting time off to perform trade union duties or activities shall:-

4.2.1 make the request in writing to their Manager;

4.2.2 give as much notice as possible which normally shall not be less than 10 working days in advance of the time off or in the case of attendance at a disciplinary or grievance meeting a period of 48 hours' notice (albeit NHBC may waive this requirement on an exceptional basis);

4.2.3 state the purpose of the time off in enough detail to enable the Manager to consider the request e.g. statutory safety functions, training etc;

4.2.4 state the intended location of the duties;

4.2.5 indicate the timing and expected duration of the time off required and any anticipated expenses; and

4.2.6 where the request for time off is related to training identify the nature of the training/course title and detail, the course provider, skills/qualifications which will be acquired, likely duration and how the training complements the employee's training and development and career progression within NHBC. The parties agree that if the required training can be provided/delivered by NHBC more efficiently that will be given preference over training from an external provider.

5. **REVIEW OF FACILITIES TIME**

5.1 Representatives may be required to complete and submit facility time-recording sheets on a regular basis to the General Secretary or other Union executives and this may be shared with NHBC periodically.

6. **EXPENSES**

- 6.1 NHBC will only reimburse expenses incurred by Union Representatives where they specifically relate to trade union duties performed for NHBC and in accordance with any Expenses Policy from time to time in force which is applicable to all employees. Requests for paid time off should always include details of any anticipated expenses.
- 6.2 For the avoidance of doubt, NHBC will not reimburse expenses incurred in relation to any trade union activities performed by Union Representatives unless pre-authorised by the Manager or HR.

7. **UNION FACILITIES**

- 7.1 NHBC agree to provide such facilities as are reasonably required by the Union Representatives for the efficient performance of their Union duties. This includes but is not limited to the reasonable provision of secure office and storage space, meeting room space, secure digital storage space, a notice board and access to telephone, internal mail and email.