



**WHEREAS:**

(1) << Company Name >> ("the Company") recognizes the importance of maintaining clear and open channels of communication between the Company and its employees, facilitating the sharing of information related to the Company's business, its jobs and their place of work and encouraging consultation on areas where appropriate.

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(2) EITHER

[This Agreement has been entered into by the Company and the Negotiation Representatives in response to a request under the Information and Consultation of Employees Regulations 2004.]

Company and the Negotiation Representatives in response to a request under the Information and Consultation of Employees Regulations 2004.]

OR

[This Agreement has been entered into by the Company and the Negotiation Representatives following the request under the Information and Consultation of Employees Regulations 2004.]

Company and the Negotiation Representatives following the request under the Information and Consultation of Employees Regulations 2004.]

OR

[This Agreement has been entered into by the Company and the Negotiation Representatives so as to comply with the Information and Consultation of Employees Regulations 2004.]

Company and the Negotiation Representatives so as to comply with the Information and Consultation of Employees Regulations 2004.]

**1. Definitions**

In this agreement unless the context otherwise requires, the following expressions shall have the following meanings:

otherwise the following expressions shall have the following meanings:

**"Business Day"**

any day on which the Company is open for business, excluding Sundays and bank holidays;

**"Company Representatives"**

any person who is an employee or manager of the Company and who is authorized by the Company for the purpose of representing the employees on the Works Council;

**"Consultation Representative"**

any person who is authorized by the Company to represent the employees at meetings under Clause 5 of this Agreement;

**"Consultation"**

the process of informing employees and their representatives through the Consultation Representative at Works Council meetings;

**"Election Provisions"**

the provisions relating to the election of the Consultation Representative detailed at Schedule 1 to this Agreement;

**"Independent Ballot Supervisor"**

any person appointed pursuant to Schedule 1 to this Agreement to ensure the fairness and accuracy of the ballot;

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**“Ineffective Ballot Report”**

be filed by the Independent in the event of any breach of the

**“Negotiation Representative”**

es >> who have been elected of the Company for the purpose of ratifying this Agreement on their

**“Works Council”**

in consisting of representatives of the Company established for the purpose of representing and consulting employees.

**2. Information Subject to this Agreement**

- 2.1 The Company will provide information to the Representatives under this Agreement on:
  - 2.1.1 the recent and current economic situation of the Company, its market development and the Company's activities and profit and loss, sales performance, and other relevant information;
  - 2.1.2 the situation of the Company and the development of employment within the Company;
  - 2.1.3 the number of employees and the type of business in which they are utilised;
  - 2.1.4 any anticipated changes in work organisation or structure, in particular, where there is a threat to employment;
  - 2.1.5 decisions likely to be taken in contractual relations (Consolidation) Act 1992 (collective redundancy) Regulations 1981 (transfer of an undertaking)

his Agreement on:  
of the Company's activities and profit and loss, sales performance, and other relevant information >>;  
e development of employment  
ed, the type of business in which they are contracted to undertake;  
, in particular, where there is a threat to employment;  
changes in work organisation or structure referred to in sections 188 to 192 of the Transfer of Undertakings (Consolidation) Act 1992 (collective redundancy) Regulations 1981 (transfer of

2.2 The Company will comply with the duty to consult set out above. The duty to consult set out above in relation to a transfer of an undertaking will cease once a duty to consult has been fulfilled under the relevant legislation. Where a transfer of an undertaking is proposed, the Company must notify the Representatives that it will be complying with the provisions of this Agreement.

on sub-clauses 2.1.2 to 2.1.5 of this Agreement pursuant to sub-clause 2.1.5 of this Agreement a transfer of an undertaking will be proposed by the Company under the relevant legislation, the Company must notify the Representatives that it will be complying with the provisions of this Agreement.

- 2.3 The Company will consult the Representatives on any of the following matters:
  - 2.3.1 Individual grievances;
  - 2.3.2 Disciplinary matters;
  - 2.3.3 [Pay and conditions of service]

Consultation Representatives or

**3. Method of Informing and Consulting**

- 3.1 The Company will keep the Representatives informed of relevant matters and issues through any of the following methods, deemed most appropriate in all the circumstances:
  - 3.1.1 [Face to face meetings with the Representatives, each department, and each branch >>];

d of relevant matters and issues through any of the following methods, deemed most appropriate in all the circumstances:  
s of << e.g. all employees, each department, and each branch >>];

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- 3.1.2 [Regular email system;]
- 3.1.3 [Circulation to agenda;]
- 3.1.4 [Posting notices on intranet;]
- 3.1.5 [Circulation to company newsletter; and]
- 3.1.6 [Posting notices on the works council board]
- 3.1.7 [Through the representatives, who shall inform their constituent employees by whatever medium deemed appropriate by them.]

3.2 All Consultation under this clause shall be conducted via the Works Council.

3.3 All Consultations shall be conducted in accordance with the following provisions:

- 3.3.1 Be convened and no later than << 14 >> days after the date of the Consultation Issue is delivered to the representatives.
- 3.3.2 Be conducted in accordance with the information supplied by the Company and any opinion expressed to the representatives.
- 3.3.3 Allow the Company to meet with Company representatives at the most relevant Consultation (bearing in mind the particular Consultation) to discuss and provide reasoned responses to the Consultation Representatives; and
- 3.3.4 Be conducted in accordance with any agreement relating to matters arising from the Agreement that the Company may enter into with the representatives of the Company's powers.

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**4. Works Council**

4.1 In order to ensure communication and encourage agreement between the Company and its employees, a Works Council will be created to provide an open and effective channel of communication between its members and to nurture mutual respect and understanding.

4.2 [For the avoidance of doubt, the Works Council is not intended to replace, undermine or otherwise diminish the role of any existing recognised trade union or other recognised collectively bargained arrangements.]

4.3 The Works Council shall be constituted in accordance with the following provisions:

- 4.3.1 << Insert name of representative to act as Chairman;
- 4.3.2 << Insert name of representative to act as Secretary;
- 4.3.3 << Insert number of representatives;
- 4.3.4 Any manager or employee (as appropriate) who is/are most relevant to the issue or decision under consideration, the number of which is to be kept to a minimum for the purposes of the Consultation; and
- 4.3.5 << Insert number of Consultation Representatives.

4.4 Company Representatives shall be nominated by the Company from appropriate levels of management and shall represent the Company in the Works Council from all appropriate departments].

4.5 In order to promote communication and understanding between the Company and its employees, the number of representatives and employees shall be the same as that specified in clause 5.2, subject to the Company's powers of suspension of their employment with the Company.

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the Company.

4.6 The Works Council shall meet at least once in every << e.g. 3 >> months.

4.7 Whilst the meetings shall be held at regular intervals according to the relevant issues from time to time, the following issues shall be regularly included on the agenda of Works Council meetings:

4.7.1 Business Matters

4.7.1.1 Recent and proposed activities and ventures of the Company;

4.7.1.2 Recent and proposed financial development of the Company;

4.7.1.3 Business Development

4.7.2 Personnel Issues

4.7.2.1 Personnel

4.7.2.2 Potential recruitment;

4.7.2.3 Potential redundancies;

4.7.2.4 New employment opportunities; and

4.7.2.5 Employment

4.7.3 Site / Premises

4.7.3.1 Local

4.7.3.2 Social

4.7.3.3 Environmental

4.7.3.4 Health

4.8 Notes will be taken at all meetings. Minutes will be held on record in an agreed form. Any agreed minutes of the Consultation Representatives shall be attached to the minutes. Minutes will be distributed by the Consultation Representatives to all employees within << e.g. 3 >> working days of their formation. Minutes shall contain Confidential Information as defined in the Agreement. Confidential Information shall be edited, prior to being distributed to the employees, to ensure that the Confidential Information is not disclosed.

5. **Consultation Representatives**

5.1 Consultation Representatives shall be elected by a ballot of all employees in accordance with the Agreement. The terms of reference shall be contained at Schedule 1 to this Agreement.

5.2 The term of office for a Consultation Representative shall be << 2 >> years from the date of their election. At the end of the term of office a ballot shall be held to elect the next Consultation Representative. There will be no limit to the number of terms of office a Consultation Representative can serve as a Consultation Representative.

5.3 [Consultation Representatives shall receive training in order to ensure their ability to carry out their duties and their efficacy in doing so. The training shall be provided by the Company [provided by the Company] OR the Company shall provide training in consultation >> and funded by the Company.]

5.4 Consultation Representatives shall be elected for protecting and furthering the interests of all employees.

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- 5.4.1 Canvassing t
- 5.4.2 Attending and
- 5.4.3 Providing a v
- 5.4.4 Providing op
- 5.4.5 Reviewing an
- 5.4.6 Distributing in

the Works Council;  
 or all of their constituents as the  
 out from employees on issues  
 under Clause 6 below;  
 of Works Council meetings; and  
 arising from and prior to Works

- 5.5 Consultation Repres
- 5.6 All time off permitted

reasonable paid time off work in  
 Consultation Representatives will be  
 performing their duties, unless  
 their place of work. Reasonable  
 for [sanctioned Consultation  
 at sub-Clause 5.4 above.  
 Representatives under this Policy will be

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6. Confidentiality

- 6.1 The Company will
- 6.2 Information which w
- 6.2.1 Customer / C
- 6.2.2 The recent ar
- 6.2.3 Any other cor
- 6.3 On matters of a par
- 6.4 Where the Company
- 6.5 The confidentiality
- 6.6 Any breach of confid
- 6.6.1 [Disciplinary p
- 6.6.2 Loss of offic
- 6.6.3 Legal action a

as much openness as possible  
 s and the employees. There will  
 ary to maintain confidentiality on  
 ure would, or would be likely to,  
 ed to be confidential and so not  
 e Company, in the absence of  
 sition of the Company;  
 mation.  
 e the Company may not wish to  
 ions the Company will instead  
 sultation Representatives on the  
 will be bound by an obligation of  
 osure to employees.  
 o shared under this Policy be kept  
 he information (“the Recipients”)  
 to apply to information which  
 ain other than by way of an  
 ating to information disclosed to  
 mount to gross misconduct and  
 s may apply:  
 mpany Disciplinary Policy];  
 commissioned by a Consultation  
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7. **Disputes**

7.1 Any dispute arising from the implementation, interpretation or modification of this Agreement shall be resolved according to the provisions of this Clause 7.

7.2 The Company shall resolve any dispute internally and in doing so shall bear in mind the need to maintain harmonious and cable working relations between management, Consultants, employees and the Works Council. Where any dispute is resolved internally the following provisions shall apply:

7.2.1 << Insert details of dispute resolution procedures, including names of consultants involved >>.

7.3 In the event that a dispute is not resolved internally, or a dispute remains unresolved for a period of << Insert period >>, external assistance shall be sought from << e.g. the Works Council and Arbitration Service >> and the parties shall enter into mediation or arbitration arrangements as appropriate and agreed in writing.

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## Consultation and Provisions

### 1. Publication

Once the final version of the "Provisions") is agreed by the Employee Representatives and posted on the notice board for all employees [and employee representatives]

representative Election Provisions (the "Provisions") by the Negotiation Representatives / Employee Representatives and << e.g. via company email and other means >> are brought to the attention of all employees

### 2. Complaints Regarding the Provisions

2.1 Any employee or employee representative who believes that the Provisions are defective should raise a complaint with the Negotiation Representative within 14 days of the date of publication. The Negotiation Representative shall seek to resolve the complaint through the Internal Dispute Resolution or Arbitration Service within 14 days. If the Arbitration Service is unable to resolve the complaint within 14 days, the employee may raise a complaint with the Central Arbitration Committee within << 28 >> days of the date of publication of the Provisions were published].

who believes that the Provisions are defective should raise a complaint with the Negotiation Representative as much to the Company as possible within 14 days of the date of publication. Whereupon the Company, the complainant employee shall seek to resolve the complaint through the Internal Dispute Resolution or Arbitration Service within 14 days. In the event that the Company is unable to resolve the complaint within >> days of it being raised, the employee may raise a complaint with the Central Arbitration Committee within << 28 >> days of the date of publication of the Provisions were published].

2.2 No ballot may be held until 14 days after the publication of the final version of the Provisions until 14 days after the date of publication of the final version of the Provisions in Paragraph 1 above or, where a complaint has been raised in Paragraph 2.1 above, until any complaint has been resolved as appropriate.

provisions until 14 days after the date of publication of the final version of the Provisions in Paragraph 1 above or, where a complaint has been raised in Paragraph 2.1 above, until any complaint has been resolved as appropriate.

### 3. Candidature

3.1 Any employee with a minimum of << 3 >> years of continuous service for the Company is eligible to stand for election as a Consultation Representative.

any employee with a minimum of >> of continuous service for the Company is eligible to stand for election as a Consultation Representative.

3.2 Any employee wishing to stand for election must announce his or her intention to do so not less than 14 days before the date of the ballot, and notify the Independent Ballot Officer of the same.

Any employee wishing to stand for election must announce his or her intention to do so not less than 14 days before the date of the ballot, and notify the Independent Ballot Officer of the same.

### 4. Ballot

4.1 The ballot shall consist of << 3 >> consecutive Business Days OR [a single Business Day] in order to secure that all employees have the opportunity to vote.

The ballot shall be held on [a single Business Day] in order to secure that all employees have the opportunity to vote.

4.2 All employees of the Company who are eligible to vote in the ballot. Each employee shall be entitled to cast a separate vote for each of the candidates.

All employees of the Company who are eligible to vote in the ballot shall be entitled to vote in the ballot. Each employee shall be allowed one vote for each of the candidates.

4.3 Votes shall be cast by means of written ballot papers, internet voting, telephone voting etc.

Written ballot papers, internet voting, telephone voting etc.

4.4 Where it becomes apparent that the number of Candidates is equal to or falls short of the number of Consultation Representative posts to be filled, no ballot shall be held and instead the Independent Ballot Officer shall be appointed Consultation Representative forthwith.

Where the number of candidates equals or falls short of the number of Consultation Representative posts to be filled, no ballot shall be held and instead the Independent Ballot Officer shall be appointed Consultation Representative forthwith.

### 5. Results

5.1 The results of the ballot shall be determined by the Independent Ballot Officer as soon as possible after the date of the ballot. In

shall be determined by the Independent Ballot Officer as soon as possible after the date of the ballot. In

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any event the results of the ballot shall be published no later than << 7 >> days after the date of the ballot.

later than << 7 >> days after the

5.2 The results shall be published by the Company and shall be published << e.g. via company email >> in order to ensure that they are available to all employees and candidates.

company and shall be published << e.g. via company email >> in order to ensure that they are available to all employees and candidates.

6. **Independent Ballot Supervisor**

6.1 The Company shall appoint an Independent Ballot Supervisor

<< name / organisation >> as an

6.2 The Independent Ballot Supervisor shall conduct the ballot so as to ensure that:

conduct the ballot so as to ensure

6.2.1 those entitled to vote are given the opportunity to do so;

opportunity to do so;

6.2.2 those entitled to vote are given the opportunity to stand;

employees are given the opportunity to

6.2.3 those voting are given the opportunity to do so;

and

6.2.4 the votes given are counted and accurately counted.

and accurately counted.

6.3 The Independent Ballot Supervisor shall publish an Ineffective Ballot Report where he considers that:

publish an Ineffective Ballot Report

6.3.1 any of the provisions in Paragraphs 1-5 of these Provisions have not been met, or the ballot would have been different;

in Paragraphs 1-5 of these Provisions have not been met, or the ballot would have been different;

6.3.2 there was interference by the Company or any of its employees in the result of the ballot, or whether each of the provisions in Paragraphs 1-5 were met.

interference by the Company or any of its employees in the result of the ballot, or whether each of the provisions in Paragraphs 1-5 were met.

6.4 Where an Ineffective Ballot Report is published, it must be published within << e.g. 1 month >> of the date on which the results of the ballot are published pursuant to these Provisions. The Ineffective Ballot Report shall be made available to all employees and candidates by email and posted on the company intranet in order to ensure that it is available to all employees and candidates.

published, it must be published within << e.g. 1 month >> of the date on which the results of the ballot are published pursuant to these Provisions. The Ineffective Ballot Report shall be made available to all employees and candidates by email and posted on the company intranet in order to ensure that it is available to all employees and candidates.

6.5 Where an Ineffective Ballot Report is published, the outcome of the ballot shall be of no effect and a further ballot shall be held as soon as is reasonably practicable.

published the outcome of the ballot shall be of no effect and a further ballot is held as soon as is reasonably practicable.

7. **Costs**

All costs and expenses incurred by the Independent Ballot Supervisor, including any payment to the Independent Ballot Supervisor in respect of the provision of his services, not exceeding << amount >>, shall be met by the Company, provided that the Ineffective Ballot Report has been published.

not will be met by the Company, provided that the Ineffective Ballot Report has been published.

8. **Variation of the Provisions**

These Provisions may only be varied after proper consultation with the employees' representatives (or, where they have been elected, the Consultation Representatives).

after proper consultation with the employees' representatives (or, where no such representation exists) the Consultation Representatives.

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