

TRUST POLICY

NORTH YORKSHIRE AND YORK PRIMARY CARE TRUST

POLICY REF:

RECOGNITION AGREEMENT

SUMMARY	Trade union recognition agreement including time off and other facilities for accredited representatives and constitution of the Joint Negotiating and Consultative Committee (JNCC)
APPROVING COMMITTEE(S) AND DATE	JNCC April 2007
AUTHOR(S) / FURTHER INFORMATION	Staff side JNC
LEAD DIRECTOR	Associate Director of HR
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AGREED BY: Chair Management side JNCC

Chair Staff side JNCC

ISSUE DATE: April 2007

Contents

		Page Number
1	Introduction	3
2	General Principles	3
3	Membership	4
4	Amendment of Recognition Agreement	5
5	Arrangements	5
6	Signatures	5
Appendix I	Joint Negotiating Committee Constitution	6
Appendix II	Time off and other Facilities for Accredited Representatives of Trade Unions/Professional Organisation	9
Annex A	Request for Time off to Attend Trade Union/Professional Organisation or TUC Approved Course or Conference	16
Annex B	Record Sheet	18

1. INTRODUCTION

- 1.1 This agreement lays down the principles upon which the PCT bases its relationships with trade unions. By defining those recognised and the processes to be followed, the agreement seeks to bring clarity to this important employment issue. Though the need for formal means of communication, consultation and negotiation is quite rightly promoted, it is also recognised that great benefit can be derived from addressing issues at an early opportunity and on an informal basis.
- 1.2 The spirit of this agreement is in keeping with the principles of partnership working which it is hoped will improve the working lives of staff and the services offered to the public.

2. GENERAL PRINCIPLES

- 2.1 The objectives of this agreement are:
 - 2.1.1 To develop and maintain the success of the PCT and its staff;
 - 2.1.2 To promote and maintain mutual trust and co-operation between the PCT, its staff and their trade unions/professional organisations;
 - 2.1.3 To establish procedures by which matters affecting these relationships can be dealt with effectively and speedily;
 - 2.1.4 To demonstrate clearly that all staff at whatever level are valued and have a significant part to play in the success of the PCT; and
 - 2.1.5 To encourage teamworking between all staff.
- 2.2 To this end all parties are agreed on the need:
 - 2.2.1 To establish an organisation committed to quality, productivity and competitiveness.
 - 2.2.2 To avoid action which interrupts the continuity of the business or the operation of the PCT;
 - 2.2.3 To seek actively the contribution of all staff in furtherance of these goals. To ensure that all understand and accept that they have a personal obligation to demonstrate positive commitment and support for the PCT's aims and objectives;

- 2.2.4 To respond to changes in service demand.
- 2.2.5 To maintain open and direct communication with all staff on matters of mutual interest and concern;
- 2.3 The PCT and the trade unions/professional organisations recognise the overriding nature of this principle and are agreed that it is their joint responsibility to ensure that they are put into effect and maintained
- 2.4 A fundamental objective of this agreement is that all conflicts of interest will be resolved at the earliest possible stage by using the agreed procedures and through consultation and negotiation. Until the consultation and negotiation procedures is exhausted no party to this agreement shall implement any changes to the pre-existing situation (the 'status quo'). It is important to recognise that consultation is not the mere passage of information, but an active exchange of views that gives all parties an opportunity to influence decisions and their application.
- 2.5.1 The PCT is committed to a partnership approach to maximising the contribution of staff and removing any boundaries that exist between managers and trade unions/professional organisations.

3. MEMBERSHIP

- 3.1 Within the context of this agreement and the exclusion of all others, the PCT presently recognises the following trade unions/professional organisations:
- UNISON
 - Transport and General Workers' Union (TGWU)
 - GMB
 - Amicus/CPHVA/CPNA/MSF
 - AEEU
 - UCATT
 - Royal College of Nursing (RCN)
 - Society of Chiropody and Podiatry (SCP)
 - Chartered Society of Physiotherapy (CSP)
 - British Dietetics Association (BDA)
 - British Dental Association (BDA)
 - British Medical Association (BMA)
 - British Association of Occupational Therapists
- 3.2 The PCT will encourage its staff to join a recognised trade union/professional bodies. However, an employee who chooses not to join will not be the subject of any discrimination, either favourable or unfavourable, by the PCT or the trade union/professional organisation.

3.3 The PCT shall offer reasonable facilities to all recognised trade unions/professional organisations.

4. AMENDMENT OF RECOGNITION AGREEMENT

4.1 The terms of this recognition agreement may be varied by agreement of both staff and management sides at any full meeting of the Joint Negotiating Consultative Committee, provided that notice of the terms of the proposed amendment has been circulated to each committee member at least 28 days prior to the meeting.

5. ARRANGEMENTS

5.1 The following documents shall provide details of the arrangements and the basis on which the recognition of trade unions shall take place:

Appendix I Constitution of the Joint Negotiating Consultative Committee.

Appendix II Time Off and Facilities Agreement for Accredited Representatives of Trade Unions/professional organisations.

6. SIGNATURES

Signed on behalf of North Yorkshire and York Primary Care Trust:

Signed: _____
Management Side Chair

Date: _____

Signed: _____
Staff Side Chair

Date: _____

NORTH YORKSHIRE AND YORK PRIMARY CARE TRUST
JOINT NEGOTIATING AND CONSULTATIVE COMMITTEE
TERMS OF REFERENCE

1. Title

The Committee shall be known as the Joint Negotiating and Consultative Committee (JNCC) and will cover all staff employed within the Primary Care Trust (PCT) (except medical and dental staff who are covered by the Local Negotiating Committee).

2. Aim

The aim of the JNCC is, through partnership working, to provide meaningful consultation, negotiation and communication between staff side and management representatives and to enable staff to participate in decisions which affect them and their implementation.

3. Remit

- (i) To undertake collective bargaining for the purposes of reaching collective agreements relating to local terms and conditions of service.
- (ii) To negotiate amendments to policies and procedures as appropriate.
- (iii) To consult on strategic planning and operational decisions, including the allocation of resources which have staffing implications.
- (iv) The recommendations of the Committee shall be arrived at by agreement between the two sides, and where appropriate, shall be forwarded for agreement or ratification before coming operational.
- (v) Provide a forum for feedback from staff.

4. Composition

The Committee shall consist of :-

(i) Staff Side

Membership of the staff side will be open to accredited representatives of recognised trade unions and staff organisations whose members are employed by the PCT.

There will be a total of 12 staff side members with seats allocated on the basis of three seats for each locality. The members will be nominated by the recognised staff organisation.

Each staff side member shall have the right to nominate a deputy to attend in their absence.

Full time officers of recognised Trade Unions and staff organisations are invited to attend the meetings in an advisory capacity.

(ii) Management Side

The management side will comprise:-

Chair - Chief Executive/nominated deputy
1 Human Resources Lead from each locality
Manager from each localities to a total of 12 management side seats.

(iii) General

Additional managers and/or staff side representatives may be invited to attend as required in an advisory capacity for specific agenda items.

(4) Quorum

No business shall be transacted unless the Chair or a nominated deputy is in attendance and a minimum of 4 management representatives and 4 staff representatives from more than one union are present.

(5) Meeting Arrangements

- (i) The JNCC will normally meet on a monthly basis. Emergency meetings may be called subject to the joint agreement of the management and staff side chair.
- (ii) The staff side meeting will normally be held prior to the joint meeting.
- (iii) A Human Resources representative will co-ordinate the agenda and take the minutes. Minutes of meetings will be circulated as soon as possible after the meeting and jointly agreed at the beginning of each meeting. The agenda will be circulated 7-10 days prior to a meeting.

(6) Communications

- (i) It will be the responsibility of the JNCC staff side representatives to report back outcomes from meetings to their members.
- (ii) Management side will ensure copies of the agenda and minutes are available on the staff intranet.
- (iii) Updates will be included in the PCT newsletter.

(7) Relationships with Other Groups

Recommendations and decisions from the Committee will be reported to the PCT Board, the Local Negotiating Committee and other meetings as appropriate. There will also be cross membership between the JNCC and LNC without voting rights.

(8) Review of the Constitution

- (i) A formal review of the terms of reference will be undertaken after 12 months to assess progress.
- (ii) The membership of the Committee together with the frequency of meetings will be reviewed annually.

(9) Joint Training

The JNCC will participate in appropriate joint training and development. Training needs will be assessed annually by the Committee.

Appendix 1 – Local Consultation Committee – Terms of Reference

Approved Shadow JNCC August 2006

NORTH YORKSHIRE AND YORK PRIMARY CARE TRUST

**TIME OFF AND OTHER FACILITIES FOR ACCREDITED REPRESENTATIVES OF
TRADE UNIONS/PROFESSIONAL ORGANISATIONS**

1. INTRODUCTION

- 1.1 The PCT will provide time off and other facilities which meet the requirements of the relevant legislation, (currently the Trade Union and Labour Relations (Consolidation) Act 1992) and are in accordance with the ACAS Code of Practice (1991) on Time Off for Trade Union Duties and Activities.
- 1.2 The provision of reasonable time off and facilities applies to accredited representatives and members of Trade Unions/Professional organisations who are recognised by the PCT as detailed in the Recognition Agreement. All of the general principles of the Recognition Agreement apply equally to these arrangements.
- 1.3 The agreement requires all parties involved to recognise that the needs of the service are always given priority consideration.

2. ACCREDITATION AND RECOGNITION

- 2.1 Each recognised Trade Union/Professional Organisation will establish with the Human Resources Department the number of representatives in the PCT and their area covered.
- 2.2 Each of the Trade Unions/Professional Organisations will advise the Head of Human Resources of the election/appointment of accredited representatives and will normally provide the following information in writing:
 - name and designation
 - workplace and base
 - constituency (i.e. the staff group(s) which they will represent)
 - dates of commencement and expiry of accreditation
 - name of the representative who is being replaced (if applicable)
- 2.3 The Trade Unions/Professional Organisations will also advise management as soon as possible when a recognised representative ceases or gives notice of intention to cease being a representative.
- 2.4 To be recognised by the PCT, representatives must be accredited by their Trade Union/Professional Organisation and must be current employees of the PCT.

However, during periods of major change an element of flexibility is required where staff moving to new organisations require representation.

- 2.5 To the extent that rules/regulations and circumstances permit, the accrediting Trade Unions/Professional Organisations will ensure that their representatives are people whose employment and/or experience enables them to effectively perform their representative function.
- 2.6 It is the PCT which grants recognition and as a result, access to the facilities described in this document. In exceptional circumstances the PCT may withhold or withdraw recognition where it is deemed to be inappropriate or to seriously disrupt or inhibit service delivery. However, this will only occur following detailed discussions with the relevant full-time official in an attempt to resolve any issues.

3. FUNCTIONS OF REPRESENTATIVES

- 3.1 For the purposes of this agreement, the following functions will be regarded as Trade Union/Professional Organisation duties:
 - 3.1.1 Participation as a member of the JNCC in both joint meetings and staff side pre-meetings.
 - 3.1.2 Participation in trade union/professional organisation negotiations as members of the JNCC.
 - 3.1.3 Representing groups of or individual members from within the defined constituency in matters relating to disciplinary proceedings, grievances, disputes, industrial action, interpretation/application of terms and conditions of service, policies and procedures, equal opportunities.
 - 3.1.4 Informing members about negotiations and consultations with management.
 - 3.1.5 Meeting with other accredited representatives or full-time officers of their Trade Unions/Professional Organisations to discuss any of the issues covered by this section.
 - 3.1.6 Appearing on behalf of their constituency members before an external official body, such as an Employment Tribunal which is dealing with a matter covered by this section.
 - 3.1.7 Participating in approved training which is necessary for effective performance in the role of representative.
 - 3.1.8 Participating in meetings called by management to which they have been invited.

3.1.9 Seek full membership amongst all employees within the PCT, including input into new starter's induction

3.2 For the purposes of this agreement the following will be regarded as Trade Union/Professional Organisation activities:

3.2.1 Taking part, as a representative, in meetings of official policy making bodies.

3.2.2 Participation in executive committees or annual conferences.

3.2.3 Voting at the workplace in Trade Union/Professional Organisation elections.

4. MEMBERS PARTICIPATION

To operate effectively and democratically Trade Unions/Professional Organisations need active participation of members. Their activities may include:

4.1 Attending workplace meetings to discuss and vote on the outcome of negotiations.

4.2 Meetings with full-time officials to discuss issues relevant to the workplace.

4.3 Voting in a properly conducted ballot on industrial action.

4.4 Voting in Trade Union/Professional Organisation elections.

5. TRAINING FOR REPRESENTATIVES

5.1 It is recognised that representatives will carry out their duties effectively if they possess the relevant skills and knowledge.

5.2 Trade Unions/Professional Organisations acknowledge their responsibility for providing appropriate training. However, the PCT will also include representatives in appropriate training which it organises where it would assist in the performance of their representation duties.

5.3 Applications for time off to attend relevant training must be made on the appropriate form (see Annex A), to the line manager and be accompanied by a copy of the course programme and details of the content. If any problem arises concerning requests or approval for such training, advice should be sought from the appropriate HR representative. The line manager will indicate whether or not release is practicable and supported or not. Final approval will be granted by the

Human Resources Department, taking into account the total number of representatives requesting release.

- 5.4 Wherever possible representatives will give at least 4 weeks notice of the training.

6. TIME OFF AND RECORDS

6.1 For Trade Union/Professional Organisation Duties (as defined in paragraph 3.1)

Reasonable time off **with** pay will be granted to accredited representatives to undertake duties subject to the following:

6.1.1 Each application for time off will be considered on its merits by the representative's line manager.

6.1.2 The 'reasonableness' of the request will be judged using factors such as:

- a) Operational requirements (e.g. it may be more difficult to release representatives who are members of small staff groups or who perform duties to a rigidly prescribed schedule).
- b) The amount of time requested, the notice given and the purpose for which it is required.

6.2 Time Off for Trade Union Activities (as defined in paragraph 3.2)

There is not a statutory requirement that members or representatives of trade union be paid for time off taken on activities of the staff organisations during working hours, (as distinct from the provisions covering paid time off for union duties as set out in paragraph 6.1 of this agreement). However, the PCT recognises that to operate effectively and democratically trade unions need the active participation of representatives in certain activities.

6.3 Time off Provisions

Prior to taking time off the representative shall inform the departmental manager of the need to take time off and the general reasons for it, the intended location and the expected period of absence. Appropriate notice should be given wherever possible to enable the manager to cover the representative's working duties. Permission for time off will not be unreasonably withheld.

6.4 Resources

6.4.1 It is recognised by the PCT that the workload on representatives and officers under this agreement may be considerable in order to enable the

widest possible staff involvement and to effectively represent the interest of staff members throughout the PCT.

6.4.2 The organisation will review funding allocations through the Joint Negotiating and Consultative Committee on an annual basis.

6.4.3 In order to facilitate this process, it will be necessary for the amount of time off for union duties and activities to be recorded by the representative for monitoring purposes of paragraph 6.4.1 above. The representatives place of work should not be disadvantaged by their carrying out of agreed Trade Union/Professional Organisation duties. Any funding should be used to backfill for the absence of these representatives from their place of work, as agreed by JNCC.

6.4.4 Details should be recorded by the representative on the appropriate Form (see Annex B) and submitted to their line manager. Copies should be forwarded to Human Resources and the representative should retain a copy.

7. EXPENSES

Travel expenses will be paid by the PCT for duties carried out as defined in paragraph 3.1 above

8. PAYMENT FOR TIME OFF

Having granted time off with pay, the PCT will pay either:

- 8.1 The amount that would have been earned had the representative worked during the period, or;
- 8.2 where earnings are variable, an amount calculated by reference to the average hourly earnings for the work they are employed to do based on an average of the preceding 4 weeks.

9. GENERAL FACILITIES FOR TRADE UNIONS/PROFESSIONAL ORGANISATIONS

The PCT will endeavour to provide the following to enable representatives to fulfil their responsibilities effectively:

- 9.1 Facilities for accredited representatives to enable them to carry out their agreed functions
- 9.2 The use in privacy of a telephone supplied by the PCT
- 9.3 The use of notice boards solely for Trade Union/Professional Organisations on PCT premises.
- 9.4 Facilities for representatives to meet privately with members (individually or in groups).
- 9.5 Facilities for representatives to meet privately with full-time officers of the Trade Union/Professional Organisation.
- 9.6 Facilities for the holding of meetings between members and full-time officers for any purpose covered by this agreement.
- 9.7 Facilities for Trade Union/Professional Organisation elections and ballots to take place during working hours.
- 9.8 The use of an equipped office/s, where practical, available to all representatives together with adequate secure storage facilities.
- 9.9 The use of photocopying, fax, word processing and computer facilities.
- 9.10 Access to the PCT communications media to inform staff of current workplace issues.
- 9.11 The cost of using post when material has to be distributed.

10. INTERPRETATION, VARIATION AND TERMINATION

- 10.1 Any dispute as to the interpretation of this agreement shall be referred in the first instance to the JNCC and the Head of Human Resources. In the event of a failure to agree the matter will be referred to ACAS or other agreed external body for conciliation and arbitration.
- 10.2 In recognising the changing nature of employee relations, variations to this agreement may only be made by mutual consent of all parties.

10.3 This agreement may be terminated by the PCT or Trade Unions/Professional Organisations giving 6 months notice in writing to the other side, such notice period being used to negotiate a new agreement.

11. AMENDMENT TO TIME OFF AND FACILITIES AGREEMENT

The terms of this agreement may be varied by agreement of both staff and management sides at any full meeting of the Joint Negotiating and Consultative Committee, provided that notice of the terms of the proposed amendment has been circulated to each committee member at least 28 days prior to the meeting.

NORTH YORKSHIRE AND YORK PRIMARY CARE TRUST

REQUEST FOR TIME OFF TO ATTEND TRADE UNION/ PROFESSIONAL ORGANISATION OR TUC APPROVED COURSE OR CONFERENCE

NAME

OCCUPATION

PLACE OF WORK

DIRECTORATE.....

TRADE UNION/PROFESSIONAL ORGANISATION

WHAT OFFICE DO YOU HOLD IN ABOVE ?.....

DATE OF APPOINTMENT

Details of course/conference

TITLE

ORGANISING BODY

BRIEF SUMMARY OF CONTENT (enclose programme if available)
.....
.....

WHERE HELD?

DATE(S) OF COURSE

To be completed by applicant

I wish to apply for paid/unpaid* time off from to.....

If day release, state which day No. of days leave requested

Signature of Applicant Date.....

*delete as appropriate

P.T.O.

To be completed by departmental head

*APPROVED/NOT APPROVED Signature of Line Manager:

.....

Date

Please pass this form to your Human Resources

Completed by HR representative

*APPROVED/NOT APPROVED Signature of HR Representative:

.....

Date

If not approved, please give reasons:-

.....
.....
.....

NOTES:

1. Expenses incurred to attend the course/conference will **NOT** be paid by North Yorkshire and York Primary Care Trust
2. The PCT reserves the right to request a copy of the course syllabus or conference programme if it is thought necessary.
3. It is the applicant's responsibility to book a place on the course and notify his/her Trade Union/Professional Organisation that he/she has/has not been granted release to attend.
4. This should only be done when notification has been made to the Human Resources Department.

*Delete as appropriate

NORTH YORKSHIRE AND YORK PRIMARY CARE TRUST

TIME OFF FOR TRADE UNION/PROFESSIONAL ORGANISATION DUTIES AND
ACTIVITIES

RECORD SHEET

NAME: _____

DEPARTMENT: _____

TRADE UNION _____

MONTH: _____ YEAR: 20 _____

Date	Time Eg 9-10 am	Details of Activity/Duty/Meeting	Granted/ Refused	Line Manager's Signature
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