



POLICY ON TRADE UNION RECOGNITION & FACILITIES & TIME OFF FOR TRADE UNION REPRESENTATIVES

Policy reference – HR13

SUMMARY	Formal agreement for the recognition of trade unions and arrangement for the provision of facilities and time off for trade union representatives
AUTHOR	Human Resources
VERSION	Version 2 - FINAL
EFFECTIVE DATE	5 th June 2017
APPLIES TO	Single shared management policy revised, amended and applicable to all NHS Airedale, Wharfedale and Craven, Bradford City and Districts CCGs employees
APPROVAL BODY	Senior Management Team of the CCG
RELATED DOCUMENTS	All HR Policies
REVIEW DATE	June 2020

CCGs working together

Airedale, Wharfedale and Craven CCG
Bradford City CCG
Bradford Districts CCG

**THIS POLICY HAS BEEN SUBJECT TO A INITIAL EQUALITY
IMPACT ASSESSMENT**

VERSION CONTROL SHEET

Version	Date	Author	Status	Comment
Draft	16.07.2014	Alison Ewart	HR Lead	Consultation with Trade Unions via the Collaborative Social Partnership Forum (SPF)
Final	13.08.2014	Alison Ewart	HR Lead	Updated with comments from the SPF and Ratified
Final	Sept 2014	Alison Ewart	HR Lead	SMT
Draft	26.04.2017	Tazeem Hanif	HR Lead	AWC CCG and Bradford City and Districts policies merged to reflect single shared management arrangements. Amendments made to section 3.5, 5.1, 8.2, 9.1, 10.3, 11.2, 16.1 and 18.1 of the policy. Amended policy consulted with Trade Unions at the HR Policy Workshop
Draft	27.04.2017	Tazeem Hanif	HR Lead	Two week staff consultation and feedback – comments incorporated
Final	05.06.2017	Tazeem Hanif	HR Lead	Ratified at SMT

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PART 1 - RECOGNITION AGREEMENT

1. Statement of Recognition

- 1.1 NHS Airedale, Wharfedale and Craven, Bradford City and Districts Clinical Commissioning Groups (CCGs), believe that it is to the mutual benefit of the CCGs and its employees that employees are represented by trade unions. The CCGs therefore recognises the trade unions named within this document for the purposes of individual and collective representation, consultation and negotiation.
- 1.2 The spirit of this agreement is in line with the principles of partnership working which it is hoped will improve the working lives of staff as well as services offered to the public. The CCGs are committed to a partnership approach to maximise the contribution of staff and remove any boundaries that may exist between management and trade unions.

2. Parties to the Agreement

- 2.1 This agreement is between NHS Airedale, Wharfedale and Craven, Bradford City and Districts Clinical Commissioning Groups (CCGs), and the trade unions named within this document.

3. General Principles of the Agreement

- 3.1 The objectives of this agreement are as follows:
- To recognise, develop and maintain the efficiency and success of the CCGs in commissioning healthcare services on behalf of, and to the benefit of, the local population.
 - To promote and maintain mutual trust, respect and co-operation between the CCGs, its staff and their trades unions.
 - To jointly recognise the maintenance of effective employee relations by the resolution of conflict of interests between the CCGs and its employees through negotiation and consultation.
 - To demonstrate to staff that they are valued and have a significant part to play in the success of the CCGs; and
 - To encourage teamwork and flexibility between staff.

3.2 To achieve its objectives all parties agree on the need to:

Establish an organisation committed to quality, productivity and competitiveness and to co-operate in making any changes required to achieve and maintain this position.

Manage the common objectives under this agreement by:

- Negotiation: for the purposes of reaching agreements and avoiding disputes
- Consultation: the exchange of ideas / views and the mutual opportunity to influence decision-making.
- Communication: to ensure the parties to the agreement are kept fully informed of relevant matters.
- Representation: staff within the CCGs should be afforded representation by trade union representative's party to this agreement.

Seek the involvement of staff towards the achievement of the CCGs aims and objectives.

Respond to changes in service requirements.

Maintain open and direct communication with staff on matters of mutual interest and concern.

3.3 The CCGs recognise the trade unions' responsibility to represent the interests of the membership in maintaining high standards and quality care and commissioning, and to work towards fair and consistent conditions in employment and work, according to the unions' policies.

3.4 Membership of a trade union is not a condition of employment, and the CCGs support the right of staff to be members of recognised organisations and to take part in their activities. The CCGs actively encourage supporting staff to be members of a Trade Union.

3.5 Recognition of other trade unions will be subject to the agreement of the Staff Partnership Forum (SPF).

4. Membership

4.1 Within this agreement the collective term used for the organisations listed shall be the Staff Side.

4.2 Within the context of this agreement and the exclusion of others, the CCGs currently recognise the following trades unions / societies:

- UNISON
- Managers in Partnership
- UNITE - AMICUS
- Royal College of Nursing
- British Medical Association
- GMB

4.3 An employee who chooses not to join will not be the subject of any discrimination by the CCGs or a trade union.

4.4 The CCGs shall offer reasonable facilities to all recognised trade unions.

5. Amendment of the Recognition Agreement

5.1 The terms of this recognition agreement may be varied by agreement of both parties at any full meeting of the Staff Partnership Forum providing that notice of the terms of the proposed amendment has been circulated to each committee member at least seven calendar days prior to the meeting.

6. Signatures

On behalf of NHS Airedale, Wharfedale and Craven, Bradford City and Districts Clinical Commissioning Groups (CCGs),

Signed: _____

Name: _____

Date: _____

On behalf of the Trade Unions

Signed: _____

Name: _____

Staff Side Chair

Date: _____

PART 2 - FACILITIES AND TIME OFF FOR TRADE UNION REPRESENTATIVES

7. Introduction

- 7.1 The CCGs 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 the Employment Act (2002) and are in accordance with the ACAS Code of Practice (2010) on Time Off for Trade Union Duties and Activities.
- 7.2 The provision of reasonable time off and facilities applies to accredited representatives and members of trades unions who are recognised by the CCGs, as detailed in the Recognition Agreement. All the general principles of the Recognition Agreement apply equally to these arrangements.
- 7.3 The agreement requires all parties involved to recognise that the needs of the service will always be given priority consideration.

8. Accreditation and Recognition

- 8.1 Each recognised trade union will establish with the CCGs and the Human Resources Department the number of representatives in the CCGs and their area covered.
- 8.2 In the event that there is a shortage of employees of the CCGs who are willing to take on the role of accredited trade union representative, the CCGs will support accredited representatives of Bradford District Care NHS Foundation Trust (BDCFT) to undertake the duties outlined in this document subject to the agreement of the CCGs, BDCFT and the trade union. Agreement will also need to be reached between the CCGs and BDCFT with regard to the funding of this time off.
- 8.3 Each trade union will advise the CCG HR Representative 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. staff group(s) they will represent)
 - Dates of commencement and expiry of accreditation status.
 - Name of the representative who is being replaced, if applicable
 - On some occasions the provision of all the above information may be difficult. The Trade Union Rep will advise the CCG HR representative of the most up to date information available.
- 8.4 The trades unions will also advise management as soon as practicable when a recognised representative ceases or gives notice of intention to cease being a representative.

Accreditation will be withdrawn by the CCGs under the following circumstances:

- On written notification by the trade union concerned
- On termination of employment
- On leaving the organisation for which recognition was granted
- Under other circumstances by negotiation with the organisation concerned

8.5 It is the CCGs, which grants recognition and as a result, access to the facilities described in this document. Redress on behalf of the recognised Trade Unions is via the Collective Disputes procedure. As a result management reserve the right, in exceptional circumstances, seek redress via a recognised conciliation service such as ACAS or NHS England where it feels the actions of Trade Unions, their representatives or their officials is not in line with this agreement.

9. Functions of Representatives

9.1 For the purpose of this agreement, the following functions will be regarded as trade union duties:

- Participation as a member of the Staff Partnership Forum (SPF) in joint meetings and staff side pre-meetings including sub SPF and HR policy workshops.
- Participation in negotiations as members of the SPF.
- Representing groups 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.
- Participation in agenda for change grading panels
- Informing members about negotiations and consultations with management.
- Meeting other accredited representatives or full time officers of their trades unions to discuss any of the issues covered within this section.
- Participating in approved training, which is necessary for effective performance in the role of representative.
- Participating in meetings called by management to which they have been invited.
- Seek full membership amongst all employees within the CCGs.
- Attending other joint meetings agreed with the CCGs.
- If authorised to do so by the trade union concerned, to represent one or more members of the CCGs before an external official body, which is concerned with an employee relations matter (e.g. employment tribunal, medical appeal tribunal or concerning industrial accidents).

9.2 For the purposes of this agreement the following will be regarded as trade union activities:

- Taking part, as a representative, in meetings of official policy-making bodies of the union concerned.
- Participation in union executive committees or annual conferences.
- Voting at the workplace in trade union elections.

10. Training for Representatives

- 10.1 It is recognised that representatives will carry out their duties effectively if they possess the relevant skills and knowledge.
- 10.2 Trades unions acknowledge their responsibility for providing appropriate training. However, the CCGs will also include representatives in appropriate training, which it organises where it would assist in the performance of their representation duties.
- 10.3 Applications for time off to attend relevant training must be made on the appropriate form at Appendix 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 for approval for such training, advice should be sought from the CCG HR Representative. The line manager will indicate whether or not release is practicable and supported and where this is agreed, the Line Manager will record this on ESR in addition to receiving the information detailed above.
- 10.4 Wherever possible representatives will give at least four weeks' notice of the training.

11. Time Off for Trades Union Duties (as defined in paragraph 9.1)

During Normal Working Hours

Reasonable time off with pay will be granted to accredited representatives to undertake duties, subject to:

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

1. Operational requirements (for example, it may be more difficult to release representatives who are members of small staff groups or who carry out duties to a rigidly prescribed schedule).
2. The length of time requested, the notice given and the purpose for which it is requested.

Duties Undertaken Outside Normal Working Hours

Where trade union duties are undertaken outside normal working hours, either by part-time staff or due to the nature of the CCGs business, equivalent time off in lieu will usually be taken. In exceptional circumstances payment may be authorised by the CCGs for trade union duties undertaken outside of normal working hours.

11.1 Time Off for Trades Union Activities (as defined in paragraph 9.2)

Representatives of a trade union recognised by the CCGs are entitled to a reasonable amount of unpaid time off during working hours to participate in union activities.

There is no statutory requirement that members or representatives of trades unions 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 9.1 of this agreement).

However, the CCGs recognises that to operate effectively and democratically trades unions need the active participation of representatives in certain activities and therefore on an individual basis the CCGs may consider paid time off for specific trade union activities.

11.2 Time Off for industrial Action

The CCG will not give a right to time off for Trade Union activities which themselves consist of industrial action. Any time off will be recorded on ESR by the Line Manager and a payroll change form completed for the deduction of pay. Please refer to your local HR representative for further information.

12. Union Learning Representatives

- 12.1 The CCGs will also provide reasonable time off and facilities for learning representatives which meet the requirements of the Employment Act 2002.
- 12.2 Union Learning reps must be a member of a recognised trade union staff association, and can take reasonable paid time off to undertake the duties of a union learning representative, provided that the union has given notice in writing that the employee is a Learning Representative of the trade union.
- 12.3 The functions for which time off as a learning representative is allowed are:

- Analysing learning and training needs
- Providing information and advice about learning and training matters
- Arranging learning or training
- Promoting the value of learning or training
- Consulting the employer about carrying out any such activities
- Preparation to carry out any of the above
- Undergoing relevant training

Training for union learning representatives should be undertaken as soon as reasonably possible after notice has been given by the recognised trade union to enable them to undertake their duties, or within six months of the notice date.

13. Role and Function of Health & Safety Representatives

- 13.1 Health and Safety Representatives need to receive suitable and sufficient Health & Safety training to fulfil their functions. Their Union will normally provide this. The role of the Safety Representatives will be:
- a) To represent staff in the making and maintenance of arrangements and to facilitate effective co-operation in the development of measures to ensure health and safety at work.
- b) To consult with the organisation on behalf of those employees with whom the Safety Representatives is concerned with regarding:-
- The introduction of any measures at the workplace that may substantially affect the health and safety of the employees.
 - The arrangements for appointing or, as the case may be, nominating persons in accordance with Regulations 7(1) and 8(1) (b) of the Management of Health & Safety at Work Regulations 1999.
 - Any Health and Safety information required to be provided to the employees.
 - The planning and organisation of any health and safety training the organisation is required to provide to employees.
 - The health and safety consequences for the employees of the introduction (including the planning thereof) of new technologies into the workplace.

c) An Accredited Health & Safety Representative is entitled to perform the following functions and will be allowed reasonable paid time off to undertake the following duties:

- Investigate accidents, hazards and dangerous occurrences.
- Investigate complaints by staff about matters relating to health, safety and welfare at work.
- Make representations to the appropriate manager on matters arising from such complaints and investigations and on general issues affecting health and safety in the workplace.
- Carry out inspections of the workplace.
- Represent employees in consultations with Health and Safety Inspectors.
- Receive information that Inspectors are required to provide.
- Attend Health & Safety committee meetings and Health and Safety operational meetings.
- Assist in undertaking risk assessments.
- Attend relevant Health & Safety training

14. Union Meetings

- 14.1 The CCGs recognises that it may be necessary to hold a trade union meeting during working hours e.g. to receive urgent reports on negotiations with the CCGs on matters concerning employee relations between the CCGs and its employees.
- 14.2 Permission to hold such meetings should be requested in advance giving as much notice as possible, to the HR Representative in the case of meetings involving total membership or to the appropriate manager(s) where the meeting concerns a single department or function, and will be subject to any over-riding operational requirement of the CCGs to meet service delivery obligations.
- 14.3 Where permission is given, meetings should be as concise as possible and held at a time that will cause as little disruption to services as possible.

15. Payment for Time Off

- 15.1 Having given time off with pay, the CCGs will pay the amount that would have been earned, had the representative worked during the period (subject to paragraph 11.1).

16. General Facilities for Trades Unions

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

- Facilities for accredited representatives to enable them to carry out their agreed functions.
- Accommodation for meetings, which should be booked through the normal booking channels.
- The use of notice boards on CCGs premises for displaying appropriate information relating to the trade unions.
- Facilities for representatives to meet privately with members (individually or in groups).
- Facilities for representatives to meet privately with full time officers of the trades union.
- Facilities for the holding of meetings between members and full time officers for any purpose covered by this agreement.
- Facilities for trade union elections and ballots to take place during working hours.
- The use of telephone, photocopying, fax, word processing and computer facilities.
- Access to the CCGs communications media to inform staff of current workplace issues.
- The use of post when material has to be distributed.
- Access to lockable desks for Staff Side to store confidential material.

16.1 Specific Facilities

Specific facilities will be agreed as appropriate with the recognised staff side organisations and management based on local circumstances, anything not detailed on the above list will need approval/discussion.

17. Full Time Officials

- 17.1 Full time officials of recognised trade unions will be permitted to visit the workplace in the performance of their duties.

18. Review

- 18.1 The operation of this agreement will be reviewed no later than June 2020 or earlier should problems arise between the parties to the agreement.

NHS Airedale, Wharfedale and Craven, Bradford City and Districts Clinical Commissioning Groups (CCGs)

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

Name

Job Title

Place of Work

Directorate

Trade Union / Professional Organisation

Office held

Date of Appointment to Office

Details of Course / Conference

Title

Organising Body

Brief Summary of Content (Please enclose programme if available)

.....

.....

Course / Conference Venue

Date(s) of Course / Conference

To be completed by applicant

I wish to apply for paid time off from to

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

Signature of Applicant Date

Please turn over ...

To be completed by the department head

* APPROVED / NOT APPROVED

Signature of Line Manager:

Date

A copy of this form should be submitted to HR for the electronic personal file along with a copy of the payroll change form.

NOTES:

1. Expenses incurred to attend the course / conference will not be paid by NHS Airedale, Wharfedale and Craven, Bradford City and Districts Clinical Commissioning Groups.
2. The CCGs 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 trades union that he / she have / has not been given release to attend.
4. Booking places should only be done when confirmation of approval has been received from the appropriate CCG.

* Please delete as appropriate