

Livewell Southwest

Trade Union Recognition Agreement

Version No 2.2

Review: March 2017

Notice to staff using a paper copy of this guidance

The policies and procedures page of Intranet holds the most recent version of this guidance. Staff must ensure they are using the most recent guidance.

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Trade Union Recognition Agreement

1. Parties

This agreement is between Livewell Southwest Community Interest Company (LSW) and the Joint Trade Union Forum (JTUF) representing those unions/professional associations signatory to this document. LSW recognises those Trade Unions/Associations as representing their members who are employed by LSW.

2. Principles and Scope of the Agreement

- 2.1 LSW and the JTUF are committed to providing high quality services that meet the needs of local communities and recognise that Trade Union involvement has a positive role to play in facilitating change, safeguarding the interests of the workforce, encouraging positive staff engagement and raising standards of service.
- 2.2 Union recognition is one of the primary factors in ensuring all staff members have an opportunity to be engaged and influence the direction of the organisation, with a common objective being to ensure the success and efficiency of LSW. It should be noted that through a range of mechanisms for staff engagement, Terms and Conditions will be addressed through JTUF/JCCN.
- 2.3 LSW recognises the JTUF responsibility to represent the interests of their members and to work towards improved conditions of employment for employees covered by this agreement.
- 2.4 The JTUF recognises management's responsibility to make business decisions, plan, organise and manage the activities of LSW according to the objectives of the organisation. The JTUF also accepts that communication with all employees is important therefore consultation, engagement and involvement with non-union employees will be required, for example Our Voice (excluding Terms and Conditions).
- 2.5 It is also recognised by all parties the importance of working with other LSW Committees and Groups to ensure consistency and involvement of relevant staff groups, e.g. HR Policy Group.
- 2.6 Both parties recognise that the pursuit of common objectives under this recognition agreement will be by:
 - Negotiation – with the aim of reaching agreement and avoiding disputes. The scope of such negotiations will be on those areas defined in Sections 178(1) and (2) of the Trade Union and Labour Relations (Consolidation) Act 1992.
 - Consultation – the exchange of views based on the general principle that the passage of information is not consultation. Consultation involves an

opportunity to influence decisions and their application undertaken with a view to reaching agreement. This should ideally cover:

- Strategic decisions arising from Commissioners allocation of resources which have staffing implications
- Consequential operational decisions which are likely to affect job security of particular staff groups
- Information – keeping each side fully informed of all relevant matters.

2.7 Whilst the Recognition Agreement is intended to facilitate consistency in terms of employee relations across LSW, it does not prevent operational agreements concerning working practices in individual departments from being agreed between the departmental manager and local representatives, provided such agreements are without prejudice to collective negotiations.

2.8 LSW acknowledges the importance of working in partnership with Unions and staff organisations to promote good employee relations. Membership of a Trade Union/Professional Association is not a condition of employment however LSW recognises the right of staff to be members of recognised organisations.

2.9 It is agreed that management and staff representatives will make every effort to resolve issues raised and that all options must be pursued to reach agreement. Should either party wish to invoke a status quo situation, they must demonstrate that processes, procedures and attempts to resolve issues have been exhausted. Status quo is an absolute exception and must not be used as a means of preventing change or avoidance of resolutions.

3. Representation

3.1 LSW will recognise those locally elected officers and representatives of those organisations identified in Appendix A, that have been notified to LSW as per Section 3.2 of this Agreement. In exceptional circumstances certain cases may require involvement of a Union representative who is not a LSW employee. This must be requested via a Full Time Officer to the Head of HR. Approval of this must be mutually beneficial to all parties.

3.2 It is the responsibility of the JTUF to inform LSW of the names of its officers that are elected; it is the responsibility of each Union to confirm the names of accredited representatives and also inform LSW in the event that any of these are withdrawn. Notification must:

- Be in writing to the Head of HR
- Provide the name, job title and work base of the new representative

3.3 On receipt of this notification, a letter of acknowledgement will be sent and the relevant departmental manager will be notified.

3.4 If the organisation has not been advised by Unions of a new representative, usual facilities will not be afforded.

- 3.5 LSW recognises that accredited Trade Union representatives will require reasonable time off during normal working hours to carry out their duties and training without loss of earnings (the 'Time Off and Facilities Agreement' at Appendix B sets out the arrangements for this).
- 3.6 Where any of the following apply, the recognition and facilities afforded by this Agreement will be withdrawn from the representative or official concerned or the relevant union:
- 3.6.1 Resignation or cessation of union representative from a Trade Union/Professional organisation.
- 3.6.2 Change in the identity of a Union (e.g. merger or amalgamation). The new Union will have responsibility to update the organisation with the exception of those terms set out in 3.1.
- 3.6.3 A representative is no longer employed by LSW.
- 3.7 Action taken by representatives or officials in pursuance of their duties under Agreement, or their legal obligations, or their Trade Union/Professional Organisation rules shall not in any way affect their employment with LSW.

4. Functions of Representatives

- 4.1 To inform, consult and negotiate with and on behalf of union members, LSW managers and other relevant recognised union organisations.
- 4.2 To represent the Trade Union/Professional Organisation membership in the consultative processes deployed at local, regional and national level.
- 4.3 To attend relevant meetings specific to the role of a representative (e.g. branch meetings) and organise meetings of members, where appropriate, during working hours with no loss of earnings. Participation in meetings may also include official policy making, annual conferences and regional meetings.

5. Time Off and Facilities

- 5.1 Time off and other facilities for recognised accredited Trade Union/Professional Organisation representatives to carry out their responsibilities is covered by the Time Off and Facilities Agreement in Appendix B.

6. Consultation and Negotiation – Scope and Process

- 6.1 LSW and the JTUF agree that in order to consider and resolve issues, it is in both parties interest to adopt a process for consultation and negotiation.

6.2 The purpose of this is to:

6.2.1 Maintain and improve employee relations through regular forums.

6.2.2 Seek to prevent differences and resolve issues at an early opportunity.

6.2.3 Engage in negotiation on pay and other conditions of service for existing staff and meaningful consultation on conditions of service for future staff.

6.2.4 Make recommendations, take decisions and increase awareness of good employee relations, taking into account staffing levels, skill mix, quality assurance and ways of working differently.

6.2.5 Establish and maintain mechanisms for the promotion of health, safety and wellbeing for all employees.

7. Consultation and Negotiation Forums

7.1 Joint Committee for Consultation and Negotiation (JCCN)

7.1.1 The JCCN and any agreed sub groups constituted from it enables Union representatives and Managers of LSW to meet regularly to:

- Maintain and improve the quality of employee relations
- Eliminate misunderstanding
- Resolve differences speedily
- Ensure all parties are aware of current issues that may affect employees
- Facilitate partnership working

7.1.2 Membership and terms of reference are set out in Appendix C.

7.2 Health and Safety Committee

7.2.1 This enables Managers and Union representatives to work together on health and safety matters that affect or have the potential to affect employees of LSW. It is a subcommittee of the JCCN and accredited Health and Safety representatives have the right to pursue their statutory obligations.

7.3 Local Negotiating Committee (LNC)

7.3.1 This is a Committee representing Medical and Dental staff, with a specific remit only for those staff groups. Issues of a general nature which are applicable to all staff will continue to be discussed via the JCCN and will not be referred separately to the LNC. The LNC will only consider specific issues relevant to medical and dental staff. Any general terms of employment or issues that affect all staff must be agreed by the JCCN.

8. General

- 8.1 LSW and the JTUF support improvements in the efficiency of the organisation and the provision of a more effective service to the public. The introduction of changes to ways of working should, wherever possible, be implemented with the agreement of the staff concerned. In order to ensure the maintenance of good employee relations, LSW Managers will make every effort to inform the JTUF, through the JTUF Chairperson, at an early stage of matters likely to affect staff.
- 8.2 The above does not prevent Managers entering into early discussion with their teams or individuals within the Locality/Directorate prior to the JTUF being made aware. However, it is accepted as good practice that early notification through the JTUF will enable union representatives to be prepared for queries from staff.
- 8.3 The minimum information and consultation requirements for collective bargaining (negotiating) purposes are set out in the ACAS Code of Practice 3 Disclosures of Information to Trade Unions for Collective Bargaining Purposes.
- 8.4 The minimum information and consultation requirements in the event of possible redundancies are covered by Section 188 Trade Union and Labour Relations (Consolidation) Act 1992 which stipulates that management should consult the recognised Trade Unions when it is “contemplating” redundancies. In effect this Directive requires that management consult on the question whether there should be any redundancies in the first place and cover ways and means of avoiding redundancies.

9. Interpretation, Variation and Termination

- 9.1 Any disputes as to the interpretation of this Agreement shall be referred to the JCCN joint chairs in the first instance, and if agreed by them, to the JCCN.
- 9.2 This Agreement may be terminated by the LSW or the JTUF giving three months’ notice of termination in writing to the other side. However, either party may ask for the Recognition Agreement to be reviewed at any stage.
- 9.3 This Agreement is not legally binding and is binding in honour only.

All policies are required to be electronically signed by the Lead Director. Proof of the electronic signature is stored in the policies database.

The Lead Director approves this document and any attached appendices. For operational policies this will be the Locality Manager.

The Executive signature is subject to the understanding that the policy owner has followed the organisation process for policy Ratification.

Signed: Director of Human Resources

Date: 17th March 2015

List of Recognised Trade Unions/Professional Organisations for Livewell Southwest

- British Association of Occupational Therapists
- British Dental Association
- British Medical Association
- Chartered Society of Physiotherapy
- GMB
- Royal College of Nursing
- Society of Chiropractors & Podiatrists
- Union of Construction, Allied Trades & Technicians
- Unison
- Unite

Time Off and Facilities Agreement

B1. Introduction

- B1.1 This document represents an agreement between Livewell Southwest (LSW) and those Unions/Professional Organisations recognised in accordance with the Recognition Agreement.
- B1.2 LSW accepts its responsibility in the maintenance of good employee relations and Trade Unions recognise the wide variety of circumstances and the different operational arrangements which have to be considered before requests for time off are authorised.
- B1.3 Dates for key meetings, specifically JCCN and JTUF are planned in advance for each year. Once these have been agreed and notified to the Head of HR (or delegated person) he/she will notify managers of these dates. This is to ensure staff rosters are planned to maximise release of JTUF officials and facilitate their attendance. It is recognised that there will be occasions when, despite planning, an urgent service issue may prevent a JTUF officer from attending a JCCN or JTUF meeting and reasons must be provided in such a situation.
- B1.4 Under this Agreement, LSW will permit employees who are accredited representatives of recognised Trade Unions/Professional Organisations, to take reasonable paid time off to carry out their duties and attend training which is relevant to these duties.
- B1.5 Time off for duties, activities and training, together with the provision of other facilities set out as part of the Recognition Agreement are in accordance with the Trade Union and Labour Relations (Consolidation) Act 1993 and the ACAS Code of Practice.
- B1.6 In order to provide appropriate reasonable time off and facilities, it is the responsibility of the Trade Unions/Professional Organisations to inform LSW, via the Head of HR, of the names of any new representatives, in writing, as set out in paragraphs 3.2 to 3.4 of the Recognition Agreement.

B2. Time Off for Union Duties

- B2.1 Accredited representatives of a Trade Union/Professional Organisation recognised by LSW are entitled to reasonable time off during working hours, to carry out Trade Union duties concerned with consultation and negotiation with LSW. Reasonable time off will be granted subject to the needs of the service.
- B2.2 Representatives will be allowed paid time off, subject to the conditions in Section 3 for:

- i. Attending meetings of recognised consultation/negotiation committees as a nominated representative.
- ii. Attending meetings of the staff side, e.g. Joint Trade Union Forum.
- iii. Attending other joint meetings agreed with LSW.
- iv. Consulting with appropriate managers concerning grievances raised by individual employees or disputes in accordance with the agreed procedure.
- v. Attending as a representative of an individual employee or group of employees at any formal meeting, hearing or appeal relating to grievances, disputes or disciplinary matters
- vi. Communicating with employees who are represented by the union in connection with employee relations matters, taking steps to ensure minimum disruption to services.
- vii. Meeting with relevant managers and/or employee relations manager to discuss a specific employee relations matter.

B2.3 Payment for time off for Trade Union duties will be made on the basis of what the employee would have earned had he/she worked that period.

B2.4 In the following circumstances, payment will be made at the appropriate rate or as time off in lieu:

2.4.1 Where joint management and union meetings are held outside normal working hours

2.4.2 Where representatives who would normally be off duty, are required to attend work to represent a member during a grievance, dispute, capability or disciplinary hearing.

B2.5 No accredited representative will suffer loss of remuneration as a consequence of carrying out duties in accordance with this Agreement. However, if a representative attends a meeting for which approval has not been given by their Manager or delegated person in charge, no payment or time in lieu will be given.

B3. Arrangements for Time Off

B3.1 It is recognised by LSW and the Joint Trade Union Forum (JTUF) that flexibility in organising time off for representatives must be balanced with the needs of the service. For this reason, where a ward/department has a number of representatives from the same Union, a request for someone to represent the JTUF at a meeting should not result in more than one representative being released for this purpose. It is expected the representative will be able to provide feedback.

Where a ward/department has a number of representatives from different Unions, it is acknowledged that each Union may not be able to represent the same views on an issue as those of the other Unions. Where necessary, it may be appropriate for the representatives to attend the same meeting to represent the different views of their respective Unions/members. Every effort should be made to find an amicable solution to this, for example if one Union is able to mandate another Union to represent its views or if Unions are of the same view, limit the number attending the meeting. The needs of the service must remain a priority and all parties will work together to promote flexibility and ensure the time off is reasonable and should not be unreasonably refused.

- B3.2 Representatives requiring time off to carry out their duties or activities must inform and obtain permission from their manager prior to carrying out those duties or activities.
- B3.3 Advance planning for time off requirements including preparation time for cases is good practice and should be adopted as the norm. However, it is acknowledged that on occasion, an urgent meeting may be arranged that requires attendance by a union representative. In this situation, every effort will be made to accommodate the request for time off.
- B3.4 Where time off is requested, it should be made giving:
- As much notice as possible
 - Nature of the meeting
 - Estimated time and duration of the required time off
- B3.5 Where time off is refused, management must provide good reasons in line with the spirit of this Agreement and the importance of balancing service needs.
- B3.6 Accredited representatives should, before entering any department to carry out their Trade Union duties, notify and seek the permission of the relevant manager or delegated person in charge.
- B3.7 To facilitate effective planning, where possible, dates for regular meetings/forums will be arranged in advance so that sufficient notice may be provided.
- B3.8 LSW recognises the need for Trade Union meetings in order that union members may be informed, engaged and consulted with on various employee relations matters. Permission to hold such meetings should be requested in advance, detailing who will be involved and the time of the meeting.
- B3.9 Where it is appropriate to hold meetings on LSW premises, prior agreement must be obtained from the appropriate manager or delegated person in charge for the use of the premises for that purposes.

B4. Training

- B4.1 It is the responsibility of the Trade Unions/Professional Organisations to ensure that their representatives are appropriately briefed on and trained in their duties, rules and practices, appropriate agreements and procedures and the practice of industrial/employee relations generally.
- B4.2 LSW recognises that accredited representatives are entitled to reasonable time off during working hours to undergo training relevant to the carrying out of their Union duties.
- B4.3 A representative requesting time off for training should do so by providing, in writing:
- Where possible a minimum of four weeks notice (a shorter period must be by negotiation and agreed)
 - Details of the relevance of the training, i.e. copy of the course programme
 - The time and duration of the required time off
- B4.4 The training course must be either approved by the TUC or the recognised Trade Union concerned. It is expected that where a Union representative commences a training programme, they should be permitted to complete it within the prescribed period.
- B4.5 Time off will be allowed for basic training which should be undertaken as soon as possible after the representative is appointed, subject to service needs.
- B4.6 Time off with pay will be calculated as set out in points B2.3, B2.4 and B2.5 of this Agreement.
- B4.7 Part time staff who would not normally have worked at the time of the training course will be paid the normal pay applicable had they been at work.

B5. Facilities

- B5.1 LSW undertakes to provide facilities in order that Trade Unions can conduct their affairs effectively:
- Accommodation for meetings, which will be booked through appropriate managers.
 - Telephone/fax facilities with internal/external calls free of charge.
 - The use of notice boards and areas of LSW premises for exhibiting appropriate information relating to their organisations.
 - The use of LSW's mailing system, internal mail to be free of charge.
 - Photocopying which will be recharged at cost price.
 - Meetings of Trade Union members to be held on LSW premises by agreement with the relevant manager/Director. Meetings involving staff employed in individual departments may be held after agreement with the relevant manager/Director.
 - Use of the computer network and software including technical support.

- Use of intranet (and as appropriate) for exhibiting appropriate information relating to their organisation.
- An office with appropriate facilities for Trade Union use.

B5.2 It is agreed that a check-off DOCAS system will operate whereby LSW undertakes to deduct the Trade Unions/Professional Organisations dues from the salary/wage of members and pay them to the Trade Unions/Professional Organisations.

B5.3 Employees will authorise deductions in writing. Representatives of the Trade Unions/Professional Organisations will be responsible for obtaining the written authorisation on the agreed form.

B5.4 The amount deducted will be in accordance with the rules of the Trade Union/Professional Organisation and shall only be changed at the request of the Trade Union/Professional Organisation.

B5.5 Any costs to LSW arising out of a change in the Trade Union's/Professional Organisation's dues, will be indemnified by the Trade Unions. The changes will be implemented on authorisation of the appropriate Trade Union/Professional Organisation.

B5.6 Individual Trade Unions/Professional Organisations agree to provide to LSW, as requested by the Head of HR, such details as are available of the number of employees it represents. This will be treated as commercially sensitive by LSW and not shared amongst different Unions or widely across the organisation. LSW will otherwise make sensible assumptions when notifying Trade Unions/Staff Organisations for consultation purposes where specific areas of the LSW are affected by change.

B6. Variation and Termination

B6.1 Both parties agree to review these arrangements on an annual basis.

B6.2 No variation to these arrangements will be made except by joint agreement.

B6.3 These arrangements can be terminated by either party giving three months notice in writing.

B6.4 These arrangements are not legally binding and is binding in honour only.

Joint Committee for Consultation and Negotiation (JCCN)

C1. Scope of the JCCN

- C1.1 The JCCN is the recognised mechanism for managers and local union representatives to consult on key issues that affect staff employed by LSW.
- C1.2 Pay, terms and conditions of employment for staff on Agenda for Change contracts will be negotiated on through this forum, recognising national negotiations.
- C1.3 Pay, terms and conditions of employment for staff on locally determined contracts will be negotiated on through this forum.
- C1.4 Pay, terms and conditions of employment for Executive Directors will be determined through the LSW Remuneration Committee.
- C1.5 Policies which have significant impact on the terms and conditions of staff will be consulted on, negotiated and agreed by the JCCN.

C2. Structure and Arrangements for Meetings

- C2.1 JCCN meetings will be structured by an agenda and formal minutes of the meetings will be taken. These will be circulated to members within two weeks of the meeting.
- C2.2 All documents and issues must be agreed by the constituent side, i.e. management side or staff side, before being included on the joint agenda.
- C2.3 Dates of JCCN meetings will be agreed in advance and circulated to all members.
- C2.4 LSW will provide accommodation for JCCN meetings.
- C2.5 It is the responsibility of both management and unions to agree a lead representative (e.g. JTUF Chair) for each constituent side who will be the main link to the Chair of the JCCN.
- C2.6 Where appropriate, the Committee will be able to establish working groups, comprising the relevant management and staff side representatives, to address specific issues. These groups will be 'task and finish' and should not become permanent.
- C2.7 LSW management side will be responsible for convening meetings, organising agendas and recording the minutes of the meeting.

C2.8 All agreements reached as a result of partnership working through consultation and negotiation at JCCN meetings will require signatures on behalf of LSW and the Unions involved. It is recognised that any changes to such agreements must be consulted on and not varied until agreement has been reached.

C2.9 In the event of a disagreement on the interpretation of any collective agreement, the matter will be addressed by the lead representatives for management and staff side (or their nominated deputies). Where this remains unresolved, the Chair of the JCCN will be called upon to decide on the interpretation.

C3. **Membership of the JCCN¹**

C3.1 It is recognised that as a new organisation, Livewell Southwest, in partnership with its Joint Trade Union Forum, will need to review membership of the JCCN to:

- Ensure it is equitable regarding management and staff representatives.
- Include members with knowledge and experience of the organisation who are able to contribute to discussion.
- Reflect a local committee, specific to the needs of Livewell Southwest.

C3.2 Membership of the JCCN will be determined by the constitution and terms of reference of the JCCN.

C4. **Variation and Termination**

C4.1 Both parties agree to review this Agreement on an annual basis.

C4.2 No variation to this Agreement will be made except by joint agreement.

C4.3 This Agreement can be terminated by either party giving three months notice in writing.

C4.4 This Agreement is not legally bind and is binding in honour only.

¹ Where a member of the JCCN is unable to attend, a deputy may attend on their behalf provided that:

- They have been briefed on the JCCN meeting procedures
- They are able to contribute to discussions to reflect the views of the person they are attending for
- They are able to provide relevant feedback

Signed on behalf of British Association
of Occupational Therapists

Signed on behalf of British Dental
Association

Signed on behalf of British Medical
Association:

Signed on behalf of Chartered Society of
Physiotherapy:

Signed on behalf of GMB:

Signed on behalf of Royal College of Nursing

Signed on behalf of Society of Chiropodists
& Podiatrists:

Signed on behalf of Union of Construction,
Allied Trades & Technicians::

Signed on behalf of UNISON:

Signed on behalf of Unite the Union:

Signed by the Staff-Side Chair:

Signed on behalf of the LSW (Chair)

Signed by the Chief Executive

Signed by the Head of HR
