



**TRADE UNION RECOGNITION AND  
PARTNERSHIP AGREEMENT**

**Produced By:** Elizabeth Webber

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**Ratified By:**

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Management Committee:** October 2005  
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**CEO Signature:** ..... **Chair JCC Signature:** .....

**Policy last reviewed on:** October 2005

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Organisational Development

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Equal Opportunity in Employment Policy

# Trade Union Recognition and Partnership Agreement

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## **Trade Union Recognition and Partnership Agreement**

### **Recognition**

- 1.1 Hounslow Primary Care Trust believes that it is to the mutual benefit of the PCT and its employees that employees are represented by Trade Unions. The PCT therefore recognises the Unions for the purposes of individual representation and collective bargaining. Staff are encouraged by the PCT to join a Trade Union and this agreement is based on a partnership approach to industrial relations.
- 1.2 The PCT will only consult and negotiate with those staff organisations recognised by the agreement. The PCT will not extend recognition to any other organisations for staff employed within the PCT without informing the recognised staff organisations.

### **General Principles**

- 1.3 Hounslow Primary Care Trust and the Unions share a common objective in ensuring the efficiency and success of the PCT for the benefit of all.
- 1.4 The Unions recognise the right of management to plan, organise and manage the business, activities and staffing of the PCT according to the objectives set by the PCT.
- 1.5 The PCT recognises the Unions' responsibility to represent the interests of their members.
- 1.6 The PCT and the Unions recognise their interdependence and agree that matters affecting their interests shall be considered jointly as provided for in this agreement in order to continue and maintain harmonious industrial relations.
- 1.7 Both sides accept that the other has a responsibility to communicate directly with its employees/members as individuals or groups through a range of appropriate media.
- 1.8 The PCT shall do its utmost under this agreement to ensure that Trade Union representatives can operate effectively within the PCT, without fear of victimisation for carrying out their Trade Union duties. The PCT and the Unions shall do their utmost to ensure that communication between them is open and effective.

- 1.9 Both sides agree that in the process of negotiation no party will implement any changes to the pre-existing situation (the status quo), except where an emergency situation is identified in relation to patient care and/or health and safety matters.

## **Representation**

- 1.10 Hounslow Primary Care Trust and the Unions accept their rights and obligations under the terms of this Recognition Agreement and its appendices.

## **Accredited Representatives**

- 1.11 Hounslow Primary Care Trust recognises the right of the Unions' members to elect representatives to act on their behalf in accordance with the terms of this Agreement.
- 1.12 The election of representatives shall be in accordance with the rules of the Unions. The Unions will agree with management the number of their accredited representatives within the PCT who will have access to time-off and facilities (see Appendix 2), having regard to the national rules of the Union concerned. The names of representatives will be notified officially in writing to the PCT. Unions shall provide their accredited representatives with written credentials.
- 1.13 It is the responsibility of the Unions to ensure that their representatives are appropriately briefed on and trained in their duties, the rules and practices of their Union, the appropriate agreements and procedures and the practice of industrial relations.
- 1.14 The PCT reserves the right to withdraw recognition to any representative in the event that:
- 1.14.1 the representative resigns the Union appointment for which recognition had been granted
  - 1.14.2 the Unions notify the PCT in writing that the person has ceased to be a representative of the union
  - 1.14.3 the person ceases to be an employee of the PCT.

## **Responsibilities and Duties of Accredited Representatives**

- 1.15 Hounslow Primary Care Trust and the Unions accept that the responsibilities and duties of Union representatives are as follows:
- 1.15.1 to undertake industrial relations duties, to be consulted and to negotiate on behalf of Union members. The issues may include pay and conditions of employment, grievances, discipline, health and safety, equal opportunities, recruitment, work allocation (such as grading, job evaluation and flexible working practices), and negotiation of facilities for trade union representatives. This is not intended to be an exhaustive list.
  - 1.15.2 to communicate with members, PCT management, the Joint Consultative Committee and relevant Union bodies; to meet with other representatives or full-time officials regarding matters concerned by this Agreement; to organise meetings of members.
  - 1.15.3 to attend meetings of the Union of which the person is a representative or official (e.g. Branch meeting), in accordance with Appendix 2 of this Agreement (time off and facilities).
  - 1.15.4 to seek to ensure that local and relevant regional or national agreements are adhered to at member, departmental and PCT level.
  - 1.15.5 to represent the Union in the joint negotiating or consultative machinery at local level.
  - 1.15.6 to represent the union in activities other than those specified above in particular circumstances which the PCT agrees to be of relevance to the PCT and for which the PCT agrees to grant time off during working hours.
  - 1.15.7 to provide information to staff regarding the role of the trade union and benefits of membership
- 1.16 Action taken by representatives or officials in pursuance of their duties under this Agreement shall not in any way affect their employment with the PCT.

## **Consultation**

- 1.17 Both parties accept that differences are best resolved in the shortest time as near as possible to the point of origin. Managers will routinely consult their own staff on matters affecting them and will liaise with appropriate trade union representatives.

- 1.18 Both parties are committed to ensuring that the consultation process is conducted efficiently and without undue delays.
- 1.19 Both parties accept that consultation is undertaken on the principle that those consulted should have the opportunity to offer an informed opinion and influence a decision before it is finalised.
- 1.20 A Joint Consultative Committee shall be established and governed by its constitution as amended from time to time. The role of the Joint Consultative Committee shall be to conduct consultations on matters affecting all or a substantial proportion of the PCT and employees (see Appendix 3 for Constitution of Joint Consultative Committee).

### **Exchange of Information**

- 1.21 Both parties accept the need to keep each other informed of all relevant matters and decisions affecting the other party including up to date and regular information about the operation of the PCT, the realisation of its objectives and the future security of its employees.

### **Negotiation**

- 1.22 A process of collective negotiation shall be appropriate in the following circumstances:
  - 1.22.1 where agreements of the Agenda for Change: NHS terms and conditions of service provide specifically for such matters to be determined by negotiation with the employing authority.
  - 1.22.2 to enable terms and conditions to be determined by the PCT where contracts of employment provide for those terms and conditions to be determined locally following negotiations with accredited representatives.
  - 1.22.3 where it is mutually agreed that the issue is a matter for collective negotiation, e.g. Disciplinary and Grievance Procedures.
- 1.23 The PCT's management terms and conditions are not subjected to joint negotiation.
- 1.24 A Joint Negotiating Committee shall be established for the purposes of collective negotiation and be governed by its constitution as amended from time to time. (see Appendix 4).
- 1.25 When negotiating on a matter, for which the decision is reserved for the PCT Board, the role of the Joint Negotiating Committee shall be to seek agreements to put to the Board for its approval.

## **Withdrawal of Recognition**

- 1.26 The list of Trade Unions recognised under the terms of this agreement (see Appendix 1) shall be amended from time to time in the following circumstances:
- 1.26.1 a Union shall be deleted from the list if it should cease to have members employed by the PCT. The Unions shall provide the PCT on request at any reasonable time and so far as it is reasonably practicable, with the number of their members employed by the PCT.
  - 1.26.2 the PCT shall have discretion to add to the list a Union not already included in the list but which furnishes evidence to the PCT that it has current membership amongst employees of the PCT, provided that the Union undertakes to be bound by the terms of this Agreement as may be amended from time to time and the associated Agreements to which it refers. The addition of Unions to the list shall follow discussion between the staff-side and management side of the JCC.
  - 1.26.3 in the event of an amalgamation and other organisational changes within or between unions, the list will be amended accordingly following agreement at the Joint Consultative Committee.

## **Review**

- 1.27 This Agreement including its appendices shall be reviewed by the Joint Consultative Committee after a period of twelve months, and at agreed intervals thereafter.
- 1.28 There shall be no variation to this Agreement or its appendices except by joint agreement at the Joint Consultative Committee.

## **Termination**

- 1.29 This Agreement and/or its appendices may be terminated by either side giving three months notice of termination in writing to the appropriate management or staff-side secretary to the Joint Consultative Committee.

## **Interpretation**

- 1.30 Any query as to the interpretation of this agreement should be referred to the Joint Secretaries of the Joint Consultative Committee.

## Parties to this Agreement

This agreement is made between Hounslow Primary Care Trust on the one side and the following organisations (hereinafter called the unions) on the other side.

### For the management of The Primary Care Trust:

..... **Chairman**  
..... **Chief Executive**  
..... **Director of Human Resources**

### For the Unions:

..... **Amicus/MSF**  
..... **British Association of Occupational Therapists**  
..... **British Dietetics Association**  
..... **British Medical Association**  
..... **Society of Podiatrists/Chiropodists**  
..... **Chartered Society of Physiotherapists**  
..... **Community and District Nursing Association**  
..... **Community Practitioners and Health Visitors Association**  
..... **Royal College of Nursing**  
..... **Royal College of Orthoptists**  
..... **Royal College of Speech and Language Therapists**  
..... **UNISON**

## **Appendix 1**

### **List of Recognised Trade Unions and Associations**

Amicus/MSF

British Association of Occupational Therapists

British Dietetics Association

British Medical Association

Society of Podiatrists/Chiropodists

Chartered Society of Physiotherapists

Community and District Nursing Association

Community Practitioners and Health Visitors Association

Royal College of Nursing

Royal College of Orthoptists

Royal College of Speech and Language Therapists

UNISON

This document is an appendix to the Trade Union Recognition and Partnership Agreement

Hounslow Primary Care Trust  
June 2005

## Appendix 2

### Time-off and facilities

#### **1 Time-off and Facilities: Union Members and Accredited Representatives**

- 1.1 This document is an appendix to the Trade Union Recognition and Partnership Agreement.
- 1.2 Both the PCT and recognised unions agree that they shall seek to arrange a mutually convenient time for trade union duties, training and meetings which minimise the detrimental impact on services.

#### **2 Time-off for Union Members: Attendance at Meetings**

- 2.1 An employee who is a member of a union recognised by the PCT is to be permitted reasonable protected time off during working hours to meet union representatives and attend workplace meetings to discuss issues relevant to the PCT.
- 2.2 The prior permission of management must be obtained before any meeting of employees is held during working hours. Such permission will not unreasonably be withheld.
- 2.3 In order to minimise the impact on services, requests for meetings should, where practicable, be made in writing with as much notice as possible.

#### **3 Time-off for Accredited Representatives**

- 3.1 The PCT recognises that it is in the interest of staff for staff representatives to be trained by their organisations and to have adequate time off work to carry out their duties. Consideration will therefore be given where possible, to the provision of cover or the reduction of workloads where appropriate.
- 3.2 Accredited representatives will be permitted to take reasonable protected time off with pay for trade union duties/activities. Representatives should always seek permission from their line manager and provide as much notice as possible.
- 3.3 Managers may wish staff representatives to defer time off work for trade union duties/activities due to staffing or organisational difficulties. Where this is the case, reasons must be clearly laid out, and all parties should endeavour to agree an alternative time.

- 3.4 Whilst consideration must be given to the needs of the service, it must be recognised that staff shortages or heavy workloads cannot be routinely used to deny time off.
- 3.5 Should a representative consider that the manager has unreasonably withheld permission for time off, the matter may be referred to the joint secretaries of the Joint Consultative Committee.
- 3.6 Time off with pay will be granted in the following circumstances:

**3.6.1 Industrial Relations Duties**

- i) Reasonable protected time off for industrial relations duties within the PCT.

**3.6.2 Training**

- i) Reasonable time off for attendance at approved/appropriate staff organisation training courses. If requested Representatives should provide their manager with the details of the training.
- ii) The union involved will be responsible for payment of the course fees and expenses unless otherwise agreed.

**3.6.3 Union Activity**

- i) Reasonable protected time off for attendance at executive or similar committees of the staff organisation.
- ii) Attendance at annual conferences of the staff organisation.
- iii) Representing the staff organisation on appropriate external bodies.
- iv) Reasonable time off without pay will be granted for other union activities not specified above.

Reasonable protected time off with pay will also be granted to prepare for negotiations, to inform members of progress, to explain outcomes and to prepare for meetings where the representative is representing an individual member e.g. disciplinary hearings as long as the manager has agreed to this time off in advance with their staff representative.

## **4 Whilst Off Duty**

- 4.1 Where meetings are arranged for a time when a staff representative is off duty, the staff representative will not be paid for trade union activities. However, time in lieu may be granted at the discretion of the Director of Human Resources in discussion with the relevant manager. The staff representative should provide written details of the time off in lieu being requested, and where time off in lieu is granted, this will be confirmed in writing.

## **5 Facilities**

- 5.1.1 The PCT will provide adequate facilities for representatives to carry out their functions efficiently. These will include the following:
- 5.2 Access to notice boards will be made available to staff representatives across the PCT, and information will not be removed inappropriately
- 5.3 Access to fax and computing/word processing facilities, and access to email facilities during working hours (where this is possible).
- 5.4 Facilities for representatives and officials to interview individual members in privacy
- 5.5 Facilities for meetings between members, representatives and full-time officers
- 5.6 The reimbursement of travel expenses for representatives carrying out their duties, i.e., travel to and from formal and informal meetings as agreed by management
- 5.7 The use of a telephone for calls made by representatives to employees of the PCT and to full time officers regarding trade union business directly related to the PCT.
- 5.8 Lockable storage facilities in the form of a lockable drawer/filing cabinet
- 5.9 Postal services through the internal post system
- 5.10 Access to a photocopier at representative's base and, when required by the representative, at other locations throughout the PCT
- 5.11 Access to stationery available at representative's base and, when required by the representative, at other PCT locations

- 5.12 Access to all documents, as appropriate, which are necessary for the effective operation of the staff-side or which are necessary for the conduct of meaningful negotiations, subject to the Data Protection Act 1984.
- 5.13 Access to ½ day per month administrative support for the staff side secretary.

## **6 Check off**

- 6.1 It is agreed that a check-off system will operate whereby the PCT undertakes to deduct the union subscription from the salary/wage of members and pay them to the union, in accordance with staff written authority.
- 6.2 Employees will authorise deductions in writing. Representatives of the unions will be responsible for obtaining the written authorisation of the agreed form.
- 6.3 The amount deducted will be in accordance with the rules of the unions and shall only be changed at the request of the unions.
- 6.4 Where there is a change in the union dues, written authorisation from individual members will not be required. The changes will be implemented on the authorisation of the appropriate union.
- 6.5 The check-off system should not be used by management as an indication of the size of unions, or to identify individual membership without the agreement of the union concerned.

## Appendix 3

### Constitution of Joint Consultative Committee

This document is an appendix to the Trade Union Recognition and Partnership Agreement.

#### 1 Membership

##### 1.1 Management Side

1.1.1. The Management side will consist of:

- i) Chief Executive
- ii) Director of Human Resources and Organisational Development
- iii) Director of Finance and Performance Management
- iv) Director of Clinical Development and Nursing
- v) Director of SPMS
- vi) Director of Clinical Services
- vii) Human Resources representative (minute taker)

1.1.2. Nominated deputies may attend in the absence of the above members.

1.1.3. Other Directors or their deputies will attend as necessary.

##### 1.2 Staff-side

1.2.1. Each recognised union will be given one seat on the Joint Consultative Committee. Additional seats will be agreed by the joint secretaries and the individual unions. Key determinants will be the size of the union membership and geographical area of representation.

1.2.2. The staff-side shall comprise representatives of recognised trade unions who are nominated by the trade union concerned. Members shall be subject to re-election annually. All members shall be current employees of the Trust. The names of members shall be notified to the management side secretary by sending the

attached letter (Appendix 5) to the secretary prior to the new members first meeting.

- 1.2.3. Staff-side shall elect a chair and a secretary from amongst the staff-side of the Committee.
- 1.2.4. A deputy representative may attend in the absence of a nominated member.

## **1. Chairs**

- 1.1. The Chair of the Joint Consultative Committee shall rotate each meeting between the management side chair and the staff-side chair.

## **2. Co-opted members**

- 2.2. With the agreement of the joint secretaries, either side may co-opt to any of its meetings any persons who are not members of the Committee to provide specialist advice on any matter under consideration.

## **3. Full-time officers**

- 3.1 The PCT has set up local collective bargaining arrangements as it considers that local representatives are best placed to communicate and represent the views of the PCT's staff. At the request of local representatives, full-time officers may be invited to attend any meetings to assist and advise the staff-side.

## **4. Secretaries**

- 4.1. The secretaries shall agree the agenda for each meeting and shall act as the channel of communication for administrative purposes. The management side secretary shall provide secretarial support for joint meetings including production of minutes, distribution of agendas and other relevant documents. Agendas and relevant documents shall be distributed to staff-side members at least two week's before the date of the joint meeting.

## **5. Frequency of meetings**

- 5.1. The Joint Consultative Committee shall meet a minimum of six times per year, but shall aim to meet every six to eight weeks. An annual programme of dates shall be agreed in advance. The Committee may, by mutual agreement, hold further meetings as necessary for the efficient conduct of its business.
- 5.2. The staff-side shall meet once prior to each Committee meeting and immediately following the meeting in accordance with Appendix 2 of the Trade Union Recognition and Partnership Agreement - Time Off and

Facilities. Additional staff-side meetings may take place following discussion and agreement of the joint secretaries. All staff-side meetings will be open to all accredited representatives. The staff-side secretary shall be responsible for arranging the staff-side meeting. Secretarial services to the staff-side meetings shall be provided by the staff-side.

- 5.3. The joint secretaries may cancel or rearrange a planned Committee meeting after consulting the Chair should there be insufficient subjects for discussion or unforeseen unavailability of members.
- 5.4. Minutes from the previous meeting will be sent 15 days in advance of the next meetings which allows staff side to discuss this at their agenda setting meetings which will take place 14 days prior to the next meeting. A discussion will then take place between the Director of HR & OD and the Staff Side Chair to finalise the agenda prior to circulation to all parties, with appropriate papers from either staff side or management 5 days prior to the meeting.

## **6. Sub-Committees**

- 6.1. The Committee may establish such sub-committees as it determines are appropriate to make recommendations to the Committee. Such a sub committee shall operate under specific terms of reference, with membership appointed by each side of the Joint Consultative Committee to provide appropriate specialist advice.

## **7. Quorum**

- 7.1. A quorum shall consist of two management side members and three staff-side members.

## **8. Time Off and Facilities**

- 8.1. Attendance at Joint Consultative Committee meetings and staff-side meetings as defined in paragraph 6 above shall be considered to be trade union duties, and time off awarded in accordance with the Appendix 2 of the Trade Union Recognition and Partnership Agreement -Time off and Facilities.

## **9. Interpretation**

- 9.1. Any queries regarding interpretation of this document shall be referred to the Joint Secretaries of the Joint Consultative Committee.

## **Appendix 4**

### **Constitution of Joint Negotiating Committee**

This document is an appendix to the Trade Union Recognition and Partnership Agreement.

The Joint Negotiating Committee is established for the purposes of collective negotiation as defined in section 8 of the Trade Union Recognition and Partnership Agreement. To be effective, the Joint Negotiating Committee will need to contain its business to matters within the scope of the Trade Union Recognition and Partnership Agreement, to reach agreements and resolve issues.

Any agreement reached by the Joint Negotiating Committee will be taken to the next Joint Consultative Committee for ratification.

#### **1. Membership**

1.1. To be effective, both sides will need to exert delegated authority in negotiating and making decisions. This does not affect each side's option to adjourn and consult as necessary.

#### 1.2. Management Side

1.2.1. The management side will consist of:

- Director of Human Resources
- Director of Finance
- Director of Clinical Services

1.2.2. A Human Resources representative shall attend meetings in a non-voting capacity for advisory and administrative purposes.

#### 1.3. Staff-side

1.3.1. The Staff-side shall have four seats on the Joint Negotiating Committee, the distribution of these seats amongst the recognised unions to be agreed by the relevant unions.

1.3.2. Staff-side membership shall be representative of the staff groups affected by the negotiated issues. A review of the distribution of seats amongst the recognised trade unions shall take place annually or upon request of either side.

1.3.3. Staff-side seats shall be filled by accredited representatives who are nominated by the trade union concerned.

1.3.4. At the request of local representatives, full-time officers may be invited to attend any meetings for advisory purposes.

#### 1.4. Deputies

1.4.1. Any deputies or substitutes for members of the Joint Negotiating Committee shall be provided in such a way as to ensure the stability and continuity of the work of the Joint Negotiating Committee.

#### 1.5. Secretaries

1.5.1. Each side shall appoint its own secretary. The secretaries shall agree the agenda for each meeting and act as the channel of communication for administrative purposes. The management side secretary shall provide secretarial support for joint meetings including production of minutes, distribution of agendas and other relevant documents.

### **2. Frequency of meetings**

2.1. An annual programme of dates shall be agreed in advance. The Joint Negotiating Committee may, by agreement of both sides, hold further meetings as necessary for the conduct of its business.

2.2. The staff-side will meet once prior to each Joint Negotiating Committee meeting and immediately following the meeting. Additional staff-side meetings may take place as necessary.

### **3. Quorum**

3.1. A quorum shall consist of two management side members and three staff-side members.

### **4. Resolution**

4.1. No resolution shall be regarded as carried unless it has been approved by a majority of members of each side.

## **5. Sub-Committees**

- 5.1. The Joint Negotiating Committee may establish such sub-committees as it determines appropriate to carry out its functions. The terms of reference of a sub-committee will be jointly agreed by both sides.

## **6. Time Off and Facilities**

- 6.1. Attendance at Joint Negotiating Committee meetings and staff-side meetings shall be considered to be trade union duties, and time off awarded in accordance with Appendix 2 of the Trade Union Recognition and Partnership Agreement - Time Off and Facilities.

## **7. Failure to Agree**

- 7.1. Both sides are committed to reaching collective agreements by means of discussion. In the event of a failure to agree, the following procedure will apply:
- 7.2. The joint secretaries of the Joint Negotiating Committee will convene a special meeting of the committee within 8 working days. Full-time officers of the relevant recognised trade unions will automatically receive an invitation to attend this meeting in order to provide specialist advice.
- 7.3. If the special meeting of the Joint Negotiating Committee fails to secure an agreement, the issue may be referred by either side to a third party for conciliation. With the agreement of both sides, the issue may be referred to an independent third party for mediation or arbitration.
- 7.4. Neither party shall take pre-emptive action of any sort until the special meeting of the Joint Negotiating Committee has taken place. If both parties have agreed to refer the matter to a third party for conciliation, mediation or arbitration, neither party shall take any pre-emptive action until these steps have been carried out.

## **8. Interpretation**

Any queries regarding interpretation of this document shall be referred to the joint secretaries of the Joint Negotiating Committee.

**Appendix 5**

DATE

TO: Management Side Secretary  
ADDRESS 1  
ADDRESS 2

Dear (ENTER NAME),

This is to confirm that (ENTER NAME) has been elected as a JCC representative for (ENTER NAME OF TRADE UNION) with effect from (ENTER DATE).

Yours sincerely,

Senior Representative of Union

Staff Side Chair of JCC