

Barnsley Clinical Commissioning Group

**Policy on Trade Union Recognition and
Facilities and
Time off for Trade Union Representatives**

Version:	1.2
Approved By:	Governing Body
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Name of originator / author:	Head of Governance & Assurance
Name of responsible committee/ individual:	Governing Body (Approval) Equality and Engagement Committee (review)
Name of executive lead:	Chief Officer
Date issued:	February 2014 July 2017 (Reviewed)
Review Date:	2 years from approval
Target Audience:	Barnsley CCG staff, recognised trade unions

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

Amendment Log

Version No	Type of Change	Date	Description of change
DRAFT		January 2014	
1		13 February 2014	<i>Approved by Governing Body</i>
1.1	Approved	January 2015	Minor changes following planned review at ESG
1.2	Review	July 2017	Scheduled review
1.3	Approved	July 2017	Approved by Governing Body and EEC

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PART 1 - RECOGNITION AGREEMENT

1. Statement of Recognition

- 1.1 Barnsley Clinical Commissioning Group (CCG) believes that it is to the mutual benefit of the CCG and its employees that employees are represented by trade unions. The CCG 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 CCG is 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 Barnsley Clinical Commissioning Group 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 CCG 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 CCG, its staff and their trades unions;
 - To jointly recognise the maintenance of effective employee relations by the resolution of conflict of interests between the CCG 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 CCG; 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 CCG should be afforded representation by trade union representative's party to this agreement

- Seek the involvement of staff towards the achievement of the CCG's 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 CCG recognises the trade unions' responsibility to represent the interests of the membership in maintaining high standards and quality care in 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 but the CCG supports the right of staff to be members of recognised organisations and to take part in their activities.

3.5 Recognition of other trade unions will be subject to agreement between the parties.

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 CCG currently recognises the following trades unions / societies

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

4.3 The CCG will encourage its staff to join a recognised trade union. An employee who chooses not to join will not be the subject of any discrimination by the CCG or a trade union.

4.4 The CCG 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 providing that notice of the terms of the proposed amendment has been circulated.

6. Signatures

On behalf of Clinical Commissioning Group

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 CCG 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 CCG, 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 CCG and the Human Resources Department the number of representatives in the CCG and their area covered.
- 8.2 To take account of any shortage of employees of the CCG who are willing to take on the role of accredited trade union representative, the CCG has access to an appointed Staff Side Lead who will carry out the necessary functions.
- 8.3 Each trade union will advise the HR Lead 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
 - Name of the representative who is being replace, if applicable
- 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 CCG 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 CCG, 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 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 in joint meetings and staff side pre-meetings.
- Participation in negotiations.
- 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 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 CCG, including input into new starters' induction.
- Attending other joint meetings agreed with the CCG.
- If authorised to do so by the trade union concerned, to represent one or more members of the CCG 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 CCG 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 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 for approval for such training, advice should be sought from the HR Lead. The line manager will indicate whether or not release is practicable and supported.
- 10.4 Wherever possible representatives will give at least four weeks' notice of the training.

11. Time Off

11.1 For Trades Union Duties (as defined in paragraph 3.1)

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 the nature of the CCG business equivalent time off in lieu will usually be taken. In exceptional circumstances payment may be authorised by the CCG for trade union duties undertaken outside of normal working hours.

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

Representatives of a trade union recognised by the CCG 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 CCG 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 CCG may consider paid time off for specific trade union activities.

12. Union Learning Representatives

12.1 The CCG 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 on 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 practicable 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 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 CCG 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 CCG on matters concerning employee relations between the CCG and its employees.

- 14.2 Permission to hold such meetings should be requested in advance giving as much notice as possible, to the Head of Human Resources 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 CCG 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 CCG 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 CCG 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 CCG 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 CCG communications media to inform staff of current workplace issues.
- The use of post when material has to be distributed.

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 31 October 2019 or earlier should problems arise between the parties to the agreement.

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

NOTES:

1. Expenses incurred to attend the course / conference will not be paid by Barnsley CCG.

1. The CCG reserves the right to request a copy of the course syllabus or conference programme if it is thought necessary.

2. It is the applicant's responsibility to book a place on the course and Notify his / her trades union that he / she has / has not been given release to attend.

3. Booking places should only be done when confirmation of approval has been received from the CCG.

- * Please delete as appropriate

Equality Impact Assessment

Title of policy or service:	Policy on Trade Union Recognition and Facilities and Time off for Trade Union Representatives	
Name and role of officer/s completing the assessment:	Head of HR and Head of Governance and Assurance	
Date of assessment:	July 2017	
Type of EIA completed:	Initial EIA 'Screening' <input checked="" type="checkbox"/> or 'Full' EIA process <input type="checkbox"/>	<i>(select one option - see page 4 for guidance)</i>

1. Outline	
Give a brief summary of your policy or service <ul style="list-style-type: none"> • Including partners national or regional 	The purpose of this policy is to outline arrangements within the CCG to ensure that trade union representatives have the time and ability to represent their members effectively and outlines the trade unions that the CCG recognises for the purposes of collective bargaining.
What outcomes do you want to achieve	
Give details of evidence, data or research used to inform the analysis or impact	A draft of this policy has been circulated for review by the following:- <ul style="list-style-type: none"> • BCCGs Information Governance Manager, • BCCGs Equality and Diversity Lead, • Staff Side Union Representative,

	<ul style="list-style-type: none"> • Local Counter Fraud Officer • BCCG staff. <p>The final policy has been signed off by BCCGs Chief Nurse and the Equality and Engagement Committee.</p>
Give details of all consultation and engagement activities used to inform the analysis of impact	As above

Identifying impact:

- **Positive Impact:** will actively promote or improve equality of opportunity;
- **Neutral Impact:** where there are no notable consequences for any group;
- **Negative Impact:** negative or adverse impact causes disadvantage or exclusion. If such an impact is identified, the EIA should ensure, that as far as possible, it is either justified, eliminated, minimised or counter balanced by other measures. This may result in a 'full' EIA process.

2. Gathering of Information

This is the core of the analysis; what information do you have that might *impact on protected groups, with consideration of the General Equality Duty*.

(Please complete each area)	What key impact have you identified?			For impact identified (either positive or negative) give details below:	
	Positive Impact	Neutral impact	Negative impact	How does this impact and what action, if any, do you need to take to address these issues?	What difference will this make?
Human rights	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ensures that all staff are able to access through their own choice a variety of trade union memberships and representatives to represent their interests on a collective and individual basis where required with their employer.	Promotes partnership working with trade unions and ensures that there is an independent and impartial employee voice represented through partnership working with the CCG.
Age	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ensures that all staff are able to access through their own choice a variety of trade union memberships and representatives to represent their interests on a collective and individual basis where required with their employer.	Promotes partnership working with trade unions and ensures that there is an independent and impartial employee voice represented through partnership working with the CCG.
Carers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ensures that all staff are able to access through their own choice a variety of trade union memberships and representatives to represent their interests on a collective and individual basis where required with their employer.	Promotes partnership working with trade unions and ensures that there is an independent and impartial employee voice represented through partnership working with the CCG.

Disability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ensures that all staff are able to access through their own choice a variety of trade union memberships and representatives to represent their interests on a collective and individual basis where required with their employer.	Promotes partnership working with trade unions and ensures that there is an independent and impartial employee voice represented through partnership working with the CCG.
Sex	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ensures that all staff are able to access through their own choice a variety of trade union memberships and representatives to represent their interests on a collective and individual basis where required with their employer.	Promotes partnership working with trade unions and ensures that there is an independent and impartial employee voice represented through partnership working with the CCG.
Race	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ensures that all staff are able to access through their own choice a variety of trade union memberships and representatives to represent their interests on a collective and individual basis where required with their employer.	Promotes partnership working with trade unions and ensures that there is an independent and impartial employee voice represented through partnership working with the CCG..
Religion or belief	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ensures that all staff are able to access through their own choice a variety of trade union memberships and representatives to represent their interests on a collective and individual basis where required with their employer.	Promotes partnership working with trade unions and ensures that there is an independent and impartial employee voice represented through partnership working with the CCG.

Sexual orientation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ensures that all staff are able to access through their own choice a variety of trade union memberships and representatives to represent their interests on a collective and individual basis where required with their employer.	Promotes partnership working with trade unions and ensures that there is an independent and impartial employee voice represented through partnership working with the CCG.
Gender reassignment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ensures that all staff are able to access through their own choice a variety of trade union memberships and representatives to represent their interests on a collective and individual basis where required with their employer.	Promotes partnership working with trade unions and ensures that there is an independent and impartial employee voice represented through partnership working with the CCG.
Pregnancy and maternity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ensures that all staff are able to access through their own choice a variety of trade union memberships and representatives to represent their interests on a collective and individual basis where required with their employer.	Promotes partnership working with trade unions and ensures that there is an independent and impartial employee voice represented through partnership working with the CCG.
Marriage and civil partnership (only eliminating discrimination)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ensures that all staff are able to access through their own choice a variety of trade union memberships and representatives to represent their interests on a collective and individual basis where required with their employer.	Promotes partnership working with trade unions and ensures that there is an independent and impartial employee voice represented through partnership working with the CCG.

Other relevant groups	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ensures that all staff are able to access through their own choice a variety of trade union memberships and representatives to represent their interests on a collective and individual basis where required with their employer.	Promotes partnership working with trade unions and ensures that there is an independent and impartial employee voice represented through partnership working with the CCG.
HR Policies only: Part or Fixed term staff	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ensures that all staff are able to access through their own choice a variety of trade union memberships and representatives to represent their interests on a collective and individual basis where required with their employer.	Promotes partnership working with trade unions and ensures that there is an independent and impartial employee voice represented through partnership working with the CCG.

IMPORTANT NOTE: If any of the above results in 'negative' impact, a 'full' EIA which covers a more in depth analysis on areas/groups impacted must be considered and may need to be carried out.

Having detailed the actions you need to take please transfer them to onto the action plan below.

3. Action plan				
Issues/impact identified	Actions required	How will you measure impact/progress	Timescale	Officer responsible
No actions have been highlighted	No actions have been highlighted	N/A	N/A	N/A

4. Monitoring, Review and Publication				
When will the proposal be reviewed and by whom?	Lead / Reviewing Officer:	Head of HR	Date of next Review:	July 2019

Once completed, this form **must** be emailed to the Equality Lead for sign off:

<p>Equality Lead signature:</p> <p>Date: 22.02.2018</p>	
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