

RECOGNITION AND FACILITIES AGREEMENT

Between

The South East Coast Ambulance Service NHS Foundation Trust

and

UNISON, GMB, UNITE and the RCN.

1. DEFINITION OF TERMS

1.1 In this Agreement:-

Staff - Refers to all employees of the South East Coast Ambulance Service NHS Foundation Trust.

The Organisation - South East Coast Ambulance Service NHS Foundation Trust (thereafter referred to as the Trust)

The Union - The Recognised Trades Unions (as follows): -

UNISON

GMB/ASU (General Municipal and Boilermakers union, Ambulance Service Union Branch)

UNITE

RCN – Royal College of Nursing

2. COMMENCEMENT DATE

2.1 This Agreement commences on 1 April 2014.

3. OBJECTIVES

3.1 In drawing up this agreement, the Organisation and the Unions recognise that the Organisation exists to fulfil its aims and objectives.

3.2 The purpose of this agreement is to determine trade union recognition and representation within the organisation and establish a framework for consultation and collective bargaining.

3.3 The parties have identified common objectives they wish to pursue and achieve. These are:

3.3.1 To ensure that employment practices in the Organisation are conducted to the highest possible standards;

3.3.2 To enhance effective communication with all Staff throughout the organisation;

- 3.3.3 To achieve greater participation and involvement of all members of staff on the issues to be faced in running and developing the Organisation
- 3.3.4 To ensure that equal opportunities are offered to staff or prospective staff and that the treatment of staff will be fair and equitable in all matters of dispute.
- 3.3.5 To engender a culture of staff engagement and involvement as a Foundation Trust and ensure that constructive and harmonious relationships are formed between the elected staff governors and union stewards.

4. GENERAL PRINCIPLES

- 4.1 The Organisation and the Unions accept that the terms of this agreement are binding in honour upon them but do not constitute a legally enforceable agreement.
- 4.2 The Unions recognise the Organisation's responsibility to plan, organise and manage the work of the Trust in order to achieve the best possible results in pursuing its overall aims and objectives.
- 4.3 The Organisation recognises the Unions' responsibility to represent the interests of their Members and to work for improved terms and conditions of employment for them.
- 4.4 The Organisation encourages employees to become and remain members of an appropriate union in accordance with this agreement.
- 4.5 The Organisation and the Unions recognise their common interest and joint purpose in furthering the aims and objectives of the Organisation and in achieving reasonable solutions to all matters which concern them. Both parties declare their commitment to maintain good industrial relations and foster harmonious partnership working. All business will be conducted in accordance with the meeting etiquette set out in Annex E of this Agreement.
- 4.6 The Organisation and the Unions accept the need for joint consultation and collective bargaining in securing their objectives. They acknowledge the value of up to date information on important changes which affect employees of the Organisation.

5. UNION REPRESENTATION

- 5.1 The Organisation recognises the Unions as the trades unions with which it will consult and negotiate with in all matters set out in Clause 7.3 of this agreement.
- 5.2 The Organisation recognises the Unions named above as the bodies representing Staff for the purposes of informing and consulting the workforce. Informing and consulting employees will take place through the appointed representatives.

- 5.3 The Organisation accepts that the Unions' members will elect representatives in accordance with their Union rules to act as their spokespersons in representing their interests.
- 5.4 The Unions agree to inform the Organisation of the names of all elected representatives in writing within five working days of their election and to inform the Organisation in writing of any subsequent changes, each time within five working days of the change having taken place. Persons whose names have been notified to the Organisation shall be the sole representatives of the trade union membership, and the representatives of Staff for the purposes of information and consultation.
- 5.5 The Organisation recognises that Union representatives fulfil an important role and that the discharge of their duties as Union representatives will in no way prejudice their career prospects or employment with the Organisation.
- 5.6 The Organisation will inform all new employees of this agreement and will encourage them to join any of the unions stated above and provide facilities for them to talk to a workplace representative as part of their induction procedure. The Organisation will supply union representatives with new starter details to enable them to contact new employees.
- 5.7 The Organisation will undertake the check -off of trade union subscriptions for any employee requesting this facility.

6. UNION MEETINGS AND OTHER FACILITIES

- 6.1 Meetings of Union members may be held on the Organisation's premises outside working hours and there shall be no restriction on the frequency or duration of such meetings. Such meetings will be open to all staff members who are members of the recognised unions.
- 6.2 Where necessary, for the purposes of informing and consulting the workforce, meetings of Staff may be organised by the Unions on the Organisation's premises outside working hours. Such meetings will be open to all employees.
- 6.3 Union meetings may be held on the Organisation's premises inside working hours provided that prior consent for such meetings shall be obtained from the Organisation by the Unions concerned. Such consent shall not be unreasonably withheld. The Unions shall provide the Organisation with a timetable of regular Union meetings or give at least three working days notice of the intention to hold a meeting.
- 6.4 The Organisation agrees to provide defined facilities to the Union representatives to enable them to discharge their duties and these are set out at Annex A.
- 6.5 The consultation and negotiation operational arrangements underpinning this agreement are set out at Annex B. The principal Staff consultation committee is the Joint Partnership Forum (JPF).

7. THE FUNCTIONS OF THE JOINT PARTNERSHIP FORUM SHALL INCLUDE:-

7.1 Information

7.1.1 The Organisation undertakes to supply the Unions with the necessary information, to enable them to carry out effective consultation and negotiation. This shall include the Organisation's employment policies and procedures and proposed amendments and additions.

7.1.2 The organisation will additionally supply information on recent and probable developments of the organisation and its economic situation.

7.2 Consultation

7.2.1 To have proper consultation with Staff to enable feedback and discussion before decisions are taken concerning matters directly affecting the interests of the Staff as set out under Clause 7.3 below.

7.2.2 The organisation will additionally consult on the current situation, structure and probable development of employment in the undertaking, especially any threat to employment, and on changes in work organisation or contractual relations, including redundancies and transfers.

7.3 Negotiation

7.3.1 To negotiate and reach agreement on all issues pertaining to the matters set out under Clause 7.3.2 below.

7.3.2 The following matters shall be the subject of consultation and negotiation:-

- Terms and conditions of employment
- Pay awards
- Job descriptions
- Job grading and job evaluation
- Hours of work
- Holiday and sickness arrangements
- Pensions
- Overall salary structure
- Health and Safety
- Equal opportunities policies
- New technology
- Working practices, new equipment and techniques
- Training
- recruitment
- Staff amenities
- Redundancy and redeployment
- Disciplinary, grievance and procedures
- Contracting out

- Reorganisation of staff and relocation of offices
- Any other item which both sides agree to refer

8. GRIEVANCES AND DISCIPLINE

- 8.1 The Organisation recognises the Union's right to represent the interests of all or any of its members at all stages during grievance and disciplinary procedures and to call in Union representatives who are not employees of the Organisation wherever this is considered appropriate.
- 8.2 The Organisation undertakes to inform the Union representatives immediately of the name of any union staff member faced with disciplinary action to enable the Union to make appropriate arrangements for representation. This information will be limited to the name of the member only.
- 8.3 Union representatives will be permitted to use their notional allocation of paid time off to discuss grievance or disciplinary matters with affected employees, and to prepare their case, in accordance with 6.5 above.
- 8.4 In order to resolve collective disputes arising from a failure to agree in the negotiating forum, there shall be a timetable of meetings, involving representatives of the management team, to seek to resolve any dispute. Both the Organisation and the Unions will be entitled to have advisers at any dispute meeting, subject to the agreement of both sides.
- 8.5 Management and Trade Unions jointly commit to exhaust all internal procedures for the resolution of matters of dispute prior to any form of official industrial action.

9. VARIATIONS

- 9.1 This Agreement may be amended at any time with the consent of all parties.
- 9.2 These arrangements will be reviewed to take account of union membership, following any independent membership check undertaken by ACAS.
- 9.3 The Agreement will also be reviewed in the event of a union merger and/or other important change in the Trust, resulting in a significant shift in union membership.
- 9.4 Applications for recognition from new unions, not previously recognised, will be considered, taking account of legal requirements.

10. TERMINATION

- 10.1 The Agreement shall not terminate except by mutual consent.

11. SIGNATORIES TO THIS AGREEMENT

SIGNED On behalf of the Trust

DATE

SIGNED On behalf of Unison

DATE

SIGNED On behalf of Unite

DATE

SIGNED On behalf of GMB/ASU

DATE

SIGNED On behalf of RCN

DATE

TIME OFF AND FACILITIES FOR TRADE UNION REPRESENTATIVES

1. ACCREDITED TRADE UNION REPRESENTATIVES

- 1.1 Trade Union representatives covered by this agreement will be those representatives who have been accredited by the recognised Trade Unions and whose names have been notified to the Trust HR Department as Representatives and/or Health and Safety Representatives. The Trust reserves the right to contest or withdraw accreditation in the event of failure to adhere to this agreement, though such a measure would be exceptional and would only be taken after discussion with the nominating organisation.

2. STATUTORY REQUIREMENTS

- 2.1 All parties to this agreement accept that the provisions of the Agreement do not restrict or negate the statutory requirements laid down in sections 168-173 of the Trade Union and Labour Relations (Consolidation) Act 1992. The parties will also take into account the provisions of the ACAS Code of Practice on time off for trade union duties and activities.

3. TIME OFF FOR TRADE UNION DUTIES AND ACTIVITIES

3.1 Fixed Facilities Time

- 3.1.1 This is a fixed annual allocation of 460 hours per union to cover mandatory meetings with the Trust. This will be monitored by the respective unions. This allocation is not dependent on union membership.

3.2 Flexible Working Arrangement to cover performance of union duties, staff representation and Branch activities

- 3.2.1 A notional budget has been allocated for paid time off for all union duties as well as union activities additional to those specified in 3.1 above, to include training and education and attendance at regional and national meetings and conferences.
- 3.2.2 This notional budget for paid time off is intended to enable Trade Union representatives to fulfil their important duties concerned with employee relations between the Trust and its employees. These duties are those pertaining to their role in negotiation and consultation, in grievance handling and disciplinary matters, and for attending relevant industrial relations training, to enable them to perform their roles effectively. Such training would be approved by the recognised Trade Union or the TUCC.

3.3 Notional Budget for Paid Time Off

3.3.1 A notional allocation of 10,000 hours per year has been allocated for paid time off under the 'Flexible Working Arrangement'. This has been proportioned as follows: -

3.3.2 UNISON – 40% (4,000 hours)

3.3.3 GMB 40% (4,000 hours)

3.3.4 UNITE 15% (1,500 hours)

3.3.5 RCN 5% (500 hours)

3.3.6 It will be for each union to determine how the proportion of hours is utilised. This could include fulltime or part-time release of dedicated union convenors.

3.3.7 Requests for time off must be made using the attached form (Annex D) and in accordance with the procedure set out in '5' below. The Scheduling Department will ensure hours are deducted against the union's overall allocation of hours.

3.3.8 The Trust reserves the right to suspend these arrangements in the event of operational necessity, such as REEP 4 and above, major incident and/or for business continuity reasons. Operational staff who are union representatives will be required to wear their ambulance uniforms when performing union duties, to enable them to be available to respond if required.

3.3.9 Scheduling will monitor utilisation of the notional allocation of hours for each recognised union on a monthly basis and 'flag' any significant variances for closer scrutiny. This information will be considered at the JPF meetings.

3.3.10 The unions will take account of the exigencies of the service and operational performance in determining utilisation of these allocated hours, thereby working in partnership with the Trust to avoid peak periods of activity.

3.3.11 No representative should suffer financial or other detriment due to Trade Union duties.

3.4 Unpaid Time Off for Trade Union Activities

3.4.1 Where possible, unpaid time off will be given for trade union activities unrelated to local employee relations issues, once the notional budget has been exceeded.

4. REQUESTING TIME OFF

- 4.1 The senior manager for the respective work area will receive and manage all requests for time off for trade union duties and activities from union stewards employed in their area of responsibility. For A&E, this will be the respective Senior Operations Manager; for PTS, the PTS Senior Managers; for EOC, the Senior Distributions Managers; for 111, the Contract Centre Manager and for other work areas, the relevant Head of Department. All requests must be made using the union request form shown at Annex D
- 4.2 Requests for time off should state: -
- The purpose of such time
 - The intended location
 - The timing and duration of the time off required
- 4.3 The relevant senior manager will notify the union steward if their request has been approved and s(he) will then pass the approved form to Scheduling for processing. If it is not possible to approve a request, the union steward will be informed of the reason(s) for this refusal. The form will be returned to the union's Branch Secretary.

5. FACILITIES FOR TRADE UNION REPRESENTATIVES

- 5.1 The Trust will make available for Trade Union representatives the facilities necessary for them to perform their duties efficiently, and to communicate effectively with their members, fellow representatives and full time officials.
- 5.2 Facilities may include:
- Provision of secure office space;
 - A notice board;
 - Access to confidential telephone, fax, internal mail and email;
 - reasonable use of equipment such as telephones, franking machines, photocopiers and PCs;
 - reasonable accommodation for meetings and trade union education, and reasonable access to administrative support and secretarial services.
- 5.3 Union stewards will be required to adhere to the Trust's policies and procedures when utilising such facilities.
- 5.4 Union Representatives will be entitled to claim 45 pence per mile for attendance at joint meetings with Trust managers.

6. DISAGREEMENT ABOUT TIME OFF OR FACILITIES

- 6.1 Any disagreements that might arise about the granting of time off paid or unpaid, or the provision of facilities should be referred for discussion between the nominated Senior Manager and the Head of HR Strategy in the first instance.

FORMAL ARRANGEMENTS FOR CONSULTATION AND NEGOTIATION THROUGH THE JOINT PARTNERSHIP FORUM (JPF).

1. AIM

- 1.1 The Trust and its recognised Trades Unions/Staff Organisations are committed to a formal process of consultation and negotiation through the arrangements described below. These will operate at Trust-wide level, supported by more local arrangements for the resolution of day to day issues which will reflect the Trust's operating structure. The Trust is also committed to giving information to staff and their representatives and also seeking their views on such information.

2. JOINT PARTNERSHIP FORUM – WORKING ARRANGEMENTS

- 2.1 This Joint Partnership Forum, together with its designated sub-committees for specific project work and policy development, is the sole forum for formal consultation and negotiation on terms and conditions of service. Appropriate collective agreements will be reached regarding the local application of national agreements, and on other matters of common interest. These agreements will be incorporated within the Trust's terms and conditions of employment and will be binding on all staff.

3. THE JPF WILL HAVE SEVEN UNION SEATS AND THESE WILL BE ALLOCATED AS FOLLOWS:

- 3.1 UNISON, GMB and UNITE will each have two seats and the RCN will have one seat. Fulltime Officers may be invited by their union to attend the JPF at any time. The Chair of the JPF must be notified by the Branch Secretary if their union's Fulltime Officer is attending.

3.1.1 The JPF has the following membership: -

Management Side	Director of Commercial Services (Chair)
	Director of Workforce Transformation Head of HR Strategy Acting Associate Director of Clinical Operations
	Head of Finance, Operation and Resource Head of PTS Non–Clinical Management representative Two Senior Operations Managers (on a 6-month rotation) Management membership will be representative of all functions throughout the Trust.
Staff Side	
	Seven Senior Staff Representatives as set out

	in Section 3 of the main text of the Recognition and Facilities Agreement, again Staff Side membership will be representative of all functions throughout the Trust.
--	--

- 3.2 The Joint Partnership Forum will meet bi-monthly and will report to the Workforce Development Committee (WDC). It will be chaired by the Director of Commercial Services and will be quorate with one Director and six other members present, three from Management and three from Staff Side.
- 3.3 The JPF will receive the minutes of the Foundation Trust Council of Governors' meetings for consideration as a standing item on the Joint Partnership Forum agenda.
- 3.4 The senior union stewards will liaise with the elected Staff Governors, to ensure they receive feedback on the outcome of JPF discussions and will propose possible items for inclusion on the next JPF agenda.

**NOMINATION PROCESS FOR ELECTION OF THE UNION REPRESENTATIVES
ON THE JOINT PARTNERSHIP FORUM**

1. Union Representatives can nominate themselves to sit on the Joint Partnership Forum, provided they are an 'ERA' accredited Representative (current) and have undertaken formal training on Collective Bargaining and Negotiations, and have completed Equality & Diversity training.
2. A nomination form will be given to the current Union representatives every two years at the last Joint Partnership Forum meeting of the year. The closing date for submission of nominations is 31 January.
3. It is for each Trade Union to seek nomination via their branch and have it endorsed by the Branch Secretary and supported by two individual members.
4. The Branch Secretary will notify the Head of HR Strategy of any membership changes arising from the nomination process.

Time Off For Trade Union Duties
Request Form

Please complete this form in full and send it to the appropriate Senior Manager or equivalent Head of Department.

Part 1 - Request

<i>Name of Trade Union Representative and Union</i>	
<i>Reason for abstraction and location attending.</i>	(i.e. Strategic Partnership Forum, Banstead etc)
<i>Date of abstraction</i>	
<i>Hours required</i>	

Date

Signature

Part 2 - Authorisation

<i>Name of Senior Manager</i>	
<i>Authorised Yes / No</i>	
<i>Reason for declined request</i>	

Date

Signature

Part 3 – Abstraction

<i>Name of Scheduling Manager</i>	
--	--

Date

Signature

Please return to Branch Secretary

Annex E

Working Together in SECamb Discussions

Introduction

SECamb is committed to the fullest possible participation of all its staff union representatives and believes that no-one should be put off from participating because of the actions, attitudes or language of other staff representatives. The following guidelines have been drawn up to help staff union representatives meet SECamb's commitment to the full participation of all its staff union representatives in a practical and constructive way. You will see that underlying this guide is a commitment to the principle that everyone has equal rights to benefit from, to contribute to, the discussions.

We assume that staff union representatives will agree with these principles and hope the guidelines will assist in putting them into practice.

Working Together

It is important that everyone feels equal and able to make a contribution if they so wish. So:

- *Listen to what others have to say, and avoid being dismissive of their contribution.*
- *Wait until a speaker has finished and do not interrupt their train of thought.*
- *Aim to have reasoned discussion, not arguments.*
- *Any criticism should be constructive and help members to develop confidence, skills and knowledge.*
- *Make your own contribution as clear and concise as possible and do not dominate the discussion.*
- *Ensure that everyone who wishes to speak is given encouragement and the opportunity to do so.*
- *It is equally important that staff union representatives can speak openly about problems they or their members have experienced in the full knowledge that personal or sensitive information is restricted to the meeting.*
Confidentiality must be respected.

Language

Language is important and SECamb's policy is not to use language which offends or hurts people. This type of language should always be avoided as it causes distress. Language which contains discriminatory references and which is abusive or threatening in any way should not be used and nor should jokes or comments which perpetuate discrimination.

Jargon

Jargon is a barrier to good communication. Take care to explain any jargon or acronyms you use which other representatives may not be familiar with so that everyone understands what you are talking about.

Harassment

To ensure the full participation of all staff union representatives, there must be no harassment of any kind. Harassment creates an unpleasant or intimidating atmosphere and should be challenged.

Mobile Telephones

Using mobile telephones during discussions or leaving them switched 'on' for incoming calls is not acceptable. PLEASE SWITCH THEM OFF.

Laptops

The use of laptops will not be permitted except for accessing notes or agenda.

Smoking

In line with UK legislation and SECamb policy, smoking is not allowed during discussions. Participants who smoke will be able to do so in outside areas as designated by the venue during scheduled breaks.

Conclusion

These guidelines are intended for you to use to counter problems as they arise, and to ensure that no-one feels excluded from discussions as a result of language, actions or attitudes of other staff union representatives. They also seek to promote SECamb's policies on discrimination and equal opportunities in a positive way as far as the conduct of trade union discussions is concerned.