



National Blood Authority

Personnel Policies and Procedures

Recognition Agreement

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New Policy

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NATIONAL BLOOD AUTHORITY

Recognition Agreement

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NATIONAL BLOOD AUTHORITY

SECTION 1

RECOGNITION AGREEMENT

1. DEFINITIONS

In this agreement "NBS" and "the Management" refers to the National Blood Service and its Management, and "the Unions" refer to:-

British Medical Association;
GMB;
Manufacturing, Science and Finance Union;
Royal College of Nursing;
Transport & General Workers' Union;
UNISON:

2. RECOGNITION

- 2.1 The NBS recognises that it is to the mutual benefit of the NBS and its employees for the NBS employees to be represented by Trade Unions and therefore recognises the Unions and Associations as representing and having sole bargaining rights in respect of their members who are employed by the NBS.
- 2.2 It is recognised that eligible employees are free to join or not to join a union. The NBS, however, believes that fully representative Unions lead to good industrial relations and will therefore encourage its employees to belong to the appropriate Trade Union.
- 2.3 The NBS agrees that it will negotiate and consult only with the recognised Unions concerning the matters covered by this agreement.
- 2.4 The Bio Products Laboratory, as a Unit of the NBS, has recognised MSF and has entered into a single Union negotiating agreement. This will be preserved and will be unaffected by any of the provisions contained in the preceding paragraphs.

3. GENERAL PRINCIPLES

- 3.1 The NBS and the Unions have a common objective in support of the NHS in ensuring that a quality service is provided for the benefit of all patients.
- 3.2 Both sides agree that their pursuit of this common objective under the recognition agreement shall be by:-

- (a) Negotiation - for the purpose of reaching agreements and avoiding disputes;
 - (b) Consultation - the exchange of views to allow the influence of parties on planned proposals in the interest of good management and industrial relations;
 - (c) Information - keeping each side fully informed of all relevant matters.
- 3.3 The Unions recognise management's responsibility to plan, organise and manage the activities of the NBS according to the objectives set by the NBA.
- 3.4 The NBS recognises the Unions' responsibility to represent the interests of their members and to work for improved conditions of employment and work, according to the Unions' policies for the employees covered by this agreement.
- 3.5 The NBS and the Unions recognise their interdependence and agree that matters affecting their interests shall be considered jointly either by consultation or by negotiation as provided for in this agreement.
- 3.6 Examples of matters covered by this recognition agreement are:-
- 1. On condition that local agreements are not made which breach national agreements:-
 - (a) Terms and conditions of employment, or the physical conditions in which any employees are required to work;
 - (b) Engagement or non-engagement, or termination or suspension of employment or the duties of employment of one or more employees;
 - (c) Allocation of work or the duties or employment as between employees or groups of employees;
 - (d) Matters of discipline;
 - (e) The membership or non-membership of a Trade Union on the part of the employee;
- Facilities for officials of Trade Unions;
- (g) Machinery for negotiation or consultation and other

procedures relating to any of the foregoing matters, including the recognition of employers of the right of a Trade Union to represent employees in any such negotiation or consultation or in the carrying out of such procedures.

2. Those specified under "Functions and Scope" of the negotiating machinery set out in Section 6 of this agreement.
3. Both parties will abide by the NBA disputes procedure to resolve any differences on matters subject to negotiation under this agreement.

4. REPRESENTATION

4.1 The NBS recognises the right of the Unions' members to elect from their numbers representatives and officials, including full-time officials to act on their behalf in accordance with the terms of this agreement.

"OFFICIAL in relation to a Trade Union means any person who is an officer of the Union or of a branch or a section of the Union or who (not being such an officer) is a person elected or appointed in accordance with the rules of the union to be representative of its members or of some of them, including any person so elected or appointed who is an employee of the same employer as the members, or one or more of the members, whom he/she is to represent."

4.2 The election of representatives and local officials shall be determined by the Unions from amongst their members employed by the NBS. The Management will agree with the Unions the numbers of its accredited representatives having regard to the national rules of the Union concerned. The names of representatives and constituencies they represent or function they carry out will be notified officially in writing to the NBS. The Unions also agree to notify the NBS of changes of representatives or officials. On receipt of such details, or amendments to previously notified details of accreditation, the NBS will notify the representative's or official's section and department of the relevant appointments.

- 4.3
- (a) Unions shall provide their accredited representatives with written confirmation of their position.
 - (b) There will be no disciplinary action taken against elected representatives of any Union until the NBS has discussed the matter with a full-time officer of the Union concerned.

- 4.4 An accredited representative may not in normal circumstances act as such outside the designated constituency. However, if the representative does propose to visit another section to conduct Union business the representative should seek first the permission of their own line manager. Then the supervisor or manager of that section should be contacted and agree for the matter to be raised.
- 4.5 Representatives shall conform to the conditions of employment of the NBS and shall be afforded reasonable facilities to carry out their functions in accordance with the NBS's detailed policy agreement. In the event of a representative or official acting outside his/her function or constituency in the pursuance of Union duties within the scope of business arising from this agreement, prior permission should be sought from his/her department supervisor and such permission shall not be unreasonably withheld.
- 4.6 Legitimate activities undertaken by representatives or officials in pursuance of their duties under this agreement, or their legal obligations, or their Union rules shall not in any way affect their employment with the NBS.
- 4.7 The recognition and facilities afforded by this agreement to any representative or official shall be withdrawn in the event that:-
- (a) He or she resigns the Union appointment for which the recognition and facilities had been granted, or
 - (b) The Unions notify the NBS, in writing, that the person has ceased to be a representative or official of the Union, or
 - (c) The individual ceases to be in employment with the NBS.
- 4.8 The Functions of Representative and Officials
- 4.8.1 The NBS and the Unions recognise that the industrial relations functions of representatives and officials are important duties in addition to their duties as employee of the NBS. Their functions and responsibilities are as set out in Appendix 1.
- 4.8.2 The NBS and Unions also recognise that in addition to industrial relations functions, it is in the interests of the effective and democratic operation of the unions that representatives or officials participate in other activities of the Trade Union and that such activities may include those set out in Appendix 1.

SECTION 2

TIME OFF AND FACILITIES AGREEMENT

TIME OFF FOR TRADE UNION DUTIES

1.1 The NBS Will permit each accredited representative or official reasonable paid time off required by the proper performance of recognised union duties subject to a balance being achieved between the performance of these functions and operational requirements.

1.2 Where representatives are granted paid time off during working hours to carry out those functions in accordance with this agreement then they shall be treated for payment purposes as if they had worked the rostered hours for that day.

2. FUNCTIONS OF REPRESENTATIVES AND OFFICIALS

2.1 To be responsible to and for a particular group of members within a particular constituency.

2.2 To undertake industrial relations duties, "to be consulted or to negotiate as appropriate", within the policies for the Union, on behalf of the constituency. The issues may include members' problems at work, grievances, discipline, health and safety, equal opportunities, service conditions and any matter listed in Section 3 of this agreement which may fail to be dealt with at departmental level.

2.3 To promote Trade Union membership to all employees in the constituency.

2.4 To communicate with members and, on behalf of the constituency, to communicate with departments of NBS management, with the JSC and with the relevant Union bodies.

2.5 Representing the Trade Union in the joint negotiating or consultative machinery at local, regional or national level.

2.6 Meeting with other representatives of officials or full-time Trade Union officers on matters covered by this agreement.

2.7 Attendance at meetings of the appropriate Trade Union of which the person is a representative or of which he/she is an official (such as Branch or Branch Committee meetings) subject to the NBS policy on time off.

- 2.8 To seek to ensure that local, regional or national agreements are adhered to at constituency and departmental level.
- 2.9 To organise meetings of members during working hours subject to notice and agreement by local management.
- 2.10 Participation, as a representative, in meetings of official policy making and consultative bodies of the Trade Union such as annual conferences or regional meetings.
- 2.11 Representing the Unions on external bodies such as committees or working parties within the official Trade Union structure.
- 2.12 Holding office on official bodies of the Trade Union.

3. FACILITIES

- 3.1 The NBS will make available to the JSC and Unions and their accredited representatives and officials where reasonably practicable, for the purpose of carrying out their agreed functions, the following:-
 - (a) The provision and use, by agreement, of notice boards on the NBS premises.
 - (b) Facilities for representatives or officials to interview members in privacy;
 - (c) Facilities for the holding of meetings between members and representatives or officials and for education purposes;
 - (d) Facilities for meetings with full time officials of the Union;
 - (e) Reasonable office facilities (with telephone for bona fide Trade Union (business) for the Unions' shared use;

The provision to the appropriate Unions of regular lists of their members from whom subscriptions are deducted by the agreed check-off system.

- (g) Facilities sufficient to enable Unions' elections to take place during working hours;
- (h) The use of typing and reprographic facilities for work in respect of industrial relations providing this does not unreasonably interfere with NBS work and provided that representatives have due regard to costs and use the facilities as economically as possible.

Where such facilities are used for Unions' activities other than industrial relations then a charge will be levied by the NBS.

- (i) The use of the NBS's internal postal system;

Access to departmental or NBS management to make representations on behalf of the Unions or members and to discuss matters listed in Section 3 of this agreement.

4. TIME OFF FOR TRADE UNION ACTIVITIES

- 4.1 To operate effectively and democratically, Trade Unions need the active participation of members. It can also be very much in employers' interests that such participation is assured. An employee who is a member of independent Trade Union recognised by the NBS in respect of that description of employee is to permitted reasonable time off during working hours to take part in any Trade Union activity.

The activities of a Trade Union member can be, for example:-

- (a) Attending workplace meetings to discuss and vote on the outcome of negotiations with the employer.
 - (b) Meeting full-time officials to discuss issues relevant to the workplace;
 - (c) Voting in properly conducted ballots on industrial action;
 - (d) Voting in Union elections.
- 4.2 There is no right time off for Trade Union activities which themselves consist of industrial action.

4.3 Payment for Time Off for Trade Union Activities

There is no requirement that Union members be paid for time off taken on Trade Union activities. Nevertheless, the NBS will consider payment in certain circumstances, for example to ensure that workplace meetings are fully represented. In such cases they shall be treated for payment purposes as if they had worked the rostered period of duty.

4.4 Meetings in Working Hours

The prior permission of management must be received before any meeting of employees if held during working hours, but permission shall not be unreasonably withheld.

4.5 Disputes

Any disputes as to time off in accordance with the agreement shall, in the interests of a speedy resolution, be referred to the relevant Personnel Director and Full Time Official with right to revert to the full disputes procedure in the event of a failure to resolve the issue.

5. TRAINING

5.1 It is the responsibility of the Unions to ensure that their representatives are appropriately briefed on and trained in their duties, the roles and practices of their Unions and the appropriate agreements and procedures and practice of industrial relations generally.

5.2 Time off with pay for training will be granted in accordance with SECTION 2.1.1 and 1.2 of this agreement.

5.3 Any disputes as to time off in accordance with the agreement shall, in the interests of a speedy resolution, be referred to the relevant Personnel Director and Full Time Official with the right to revert to the full disputes procedure in the event of a failure to resolve the issue.

6. CHECK OFF

6.1 It is agreed that a check-off system will operate whereby the NBS undertakes to deduct the Union subscriptions from the salary/wage of members and pay them to the Unions, 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 in 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 When there is a change in the Unions' dues, written authorisation from individual members (as under 5.2 above) will not be required. The changes will be implemented on the authorisation of the appropriate Trade Union, in accordance with the Trade Union Reform and Employment Rights Act 1993 (TURERA).

SECTION 3

NATIONAL JOINT STAFF COMMITTEE

1 PRINCIPLES

To establish and maintain regular distinct methods of negotiation and consultation between the NBS and its employees to promote good industrial relations.

2. OBJECTIVES

The aims of CONSULTATION within the NBS Joint Staff Committee are:-

To discuss matters of National interest ensuring that staff and their representatives are well informed about the aims and objectives of the NBS and have the opportunity for meaningful input into proposals for change before management decisions are made.

3. NJSC SCOPE

- (a) To consider and decide any matters of National interest.
- (b) To consider, as standing agenda items, the promotion of measures contributing to the health, safety and welfare of the NBS's employees.
- (c) The smooth operation of Whitley and NBS agreements and to refer any matters to the relevant bodies if they come within the scope and function.
- (d) The ratification of negotiated agreements as recommended and entered into by the Joint Negotiating Forum.
- (e) The speedy implementation of agreements made.

On condition that local agreements are not made which breach national agreements.

4. CONSTITUTION

4.1 Membership of JSC

- (i) The NBS:-

The Management Representatives to be determined.

- (ii) The Staff Side:-

GMB Seats; BMA.....Seats;
RCN Seats; MSFSeats;

UNISON ... Seats; T&GWU .. Seats;

Zonal JSCCs:-

To be agreed if and when the Secretary of State accepts the establishment of Zones.

- (iii) If the representatives on the JSC/or any of its sub committees ceases to be a member of the appointing Unison then he/she will immediately cease to be a member of the JSC/or sub committee.
- (iv) When an appointed representative of the NBS or Unions cannot attend a meeting of the JSC, or any of its sub committees an accredited representative may attend in his/her place.
- (v) Where expertise on specific issues is required either party may co-opt a reasonable number of additional persons with that expertise and shall inform the other party of the name(s) of those co-opted. The NBS will give due priority to allowing time away from normal duty to those of its employees co-opted by the unions and the unions will give maximum notice of need for such time away and will consult about this with the appropriate manager.

4.2 Chairperson

Each side shall appoint its own Chairperson and one will act as Chairperson and Vice-Chairperson to the JSC. The chair shall alternate between the two sides on an annual basis.

4.3 Officers

Each side shall appoint its own Secretary from amongst its representatives and they will be the National Joint Secretaries. They will be jointly responsible for the preparation of agendas and minutes. The JSC shall be serviced by the NBS.

4.4 Specialist Advisers

Either side may, with the agreement of the other side invite persons to attend the JSC for the purpose of making a particular contribution or giving specialist advice.

4.5 Sub-Groups

The JSC may appoint Sub-Groups to consider any common issues, but particularly those relating to a specific functional group. The terms of reference, appointments and accountability will be agreed by the JSC. The Sub-Groups may include representatives of particular organisations as appropriate and include paid officers as advisers.

4.6 Standing Agenda Items

Standing items for consideration by the JSC will be (e.g. Health and Safety, Equal Opportunities).

Membership will comprise JSC or other Union representatives as decided by the JSC. Paid officers may attend as advisers on the recommendations of the Staff Side of the JSC,

4.7 Quorum

The quorum for each side of the JSC should be not less than 40% of the membership.

4.8 Decisions

All decisions of the JSC shall be by mutual agreement.

4.9 Meetings and Agendas

Ordinary meetings of the JSC shall be held at least four times a year. Special meetings shall be held within five working days of receipt by the Joint Secretaries of a request, stating the purpose of the meeting from the Chairperson of either side. Matters to be discussed at ordinary meetings shall be stated in the agenda which will be circulated a minimum of seven days prior to the meeting by the Secretary the NBS side. Items for inclusion in the agenda shall be agreed by the Joint Secretaries at least 14 days prior to the meeting. Items not stated on the agenda may only be discussed with agreement of the JSC.

Any business should be notified to the Chairperson in advance of the beginning of the meeting.

4.10 Minutes

Minutes of the meetings shall be prepared by the NBS Side Secretary in consultation with the Staff Side Secretary.

4.11 Facilities

The NBS shall provide reasonable facilities to Union Representatives for the conduct of JSC business and that of the negotiating forum and subgroups, including the holding of pre-meetings during normal office hours and paid leave of absence for representatives to attend meetings and consult with their members.

JOINT NEGOTIATING FORUM

1. OBJECTIVE

Within the NBS Joint Staff Committee a negotiating forum will be established to enable concentrated and detailed discussions to take place on specific issues and policies relating to the Terms and Conditions of employment of staff. The main areas for negotiation will be dictated by the pace of devolution of such powers from National to Employer level but will include:-

PAY
ALLOWANCES
LEAVE

WORKING HOURS
(This list is not exhaustive)

These arrangements will not cover staff on General Senior Managers' Terms and Conditions.

2. NEGOTIATING FORUM SCOPE

- (a) The negotiation and consideration of common terms and conditions for employment matters not covered by national negotiating bodies.
- (b) The negotiation and consideration of common terms and conditions of employment matters covered by enabling provisions of national agreements.
- (c) The consideration of any other matters which affect the NBS or its employees which are subject of joint negotiation.
- (d) To recommend negotiated agreements to the JSC.
- (e) In the event of a dispute arising from the failure of the negotiating forum to reach a negotiated settlement the issue should be referred to stage 4 of the Collective Disputes Procedure.

3. CONSTITUTION

Membership of Joint Negotiating Forum

Representatives of management and full-time representatives of Unions in an ex officio capacity. The negotiating forum will consist of six members of the JSCC and a maximum of six management side representatives.

4. QUORUM

The quorum for the negotiating forum should be two from each side.

SECTION 4

INTERPRETATION, VARIATION AND TERMINATION

- 1.1 Any disputes as to the interpretation of this agreement shall be referred to the JSC Joint Secretaries in the first instance, and if agreed by them, to the JSC.
- 1.2 There shall be no variation to this agreement except by joint agreement after negotiation within the JSC and, if necessary the Negotiating Forum.
- 1.3 Recognised organisations for the purpose of the agreement, are set out in Section 1 of this agreement.
- 1.4 This agreement is made between NBS and the Joint Staff Committee representing Trade Unions recognised by the NBS.

This agreement will continue indefinitely until terminated at twelve months' notice by either the NBS or the Unions.

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