

# **COLLECTIVE ENGAGEMENT FRAMEWORK**

**2012**

**SERCO - DERRIFORD HOSPITAL**



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## **1. Introduction**

Serco, the GMB and Unison at Serco Derriford Hospital have a common objective to work together in a spirit of mutual trust and co-operation to achieve fairness and equality in the treatment of employees.

This framework agreement is the product of joint discussions. It is aimed at committing management and the unions to develop and maintain a progressive, constructive approach to employee relations and collective engagement. It facilitates improved structures for meaningful and timely communication and consultation to engender and maintain a more inclusive approach to the management of change at local Contract level.

Both the Company and the unions believe that in jointly adopting the provisions of this agreement, managers, employees and their union representatives will have a real opportunity to positively contribute to the future success of the business.

All parties agree to make every effort, by joint discussion, to resolve any problems that may arise from time to time as speedily as possible and at the nearest point of the problem; and, to ensure that this agreement remains effective.

## **2. Key Principles**

- To develop and maintain an organisation that provides a high quality service;
- To maintain a safe, just and decent work environment in which people learn from each other and make the best use of resources and their talents;
- To provide all employees with opportunities to develop their skills, experience and qualifications, improve their employment security and have a successful career;
- A joint commitment to working in partnership to foster innovation in the way that we deliver high quality great value services to our customers;
- A joint commitment to anti discriminatory practice and to promote equality, respect diversity and tackle discrimination in all that we do.
- A joint commitment to creating a shared and enduring understanding of the purpose, goals, and governing principles of the organisation;
- A joint commitment to consulting and involving employees and their representatives at an early stage of formulating proposals for change;
- Valuing good, open, honest two-way communications and regular employee engagement;
- To agree to communicate with each other directly and respectfully when problems arise and seek to avoid negative communications with the media or outside bodies by committing to jointly secure a resolution to problems;
- Where appropriate to release joint statements on areas of mutual interest or benefit;
- To respect each other's responsibilities and rights. For management this includes the right to manage and to ensure the efficient and effective delivery of services to our customers. For the union it is the right to represent, negotiate and promote their members' interests.

## **3. Scope**

This agreement applies to all employees of Serco at Derriford Hospital. It sets out the agreed protocols for collective engagement at local Contract level, including the provision of information and the procedure for consultation and where appropriate, negotiation, between local management and the unions.

In circumstances where the transfer of new business into the scope of the Contract involves the transfer of a union recognition agreement involving a union(s) falling outside the scope of this agreement, the Contract Director of the relevant Business Unit, supported by the Director of IR/ER UK & Europe will, at the earliest

opportunity, arrange a meeting to discuss the matter with all the parties concerned with a view to reaching agreement on the future operation of this agreement.

GMB and UNISON will work co-operatively and effectively with each other and not engage in attempts to directly or indirectly persuade employees to change their union membership.

It is intended that this agreement will incorporate, but not supplant, statutory requirements to inform and consult with employees and their recognised trade unions over collective redundancies and the transfer of undertakings, for example.

#### **4. Recognition**

The Company recognises GMB and UNISON for the purposes of collective bargaining. This recognition covers both TUPE transferees and new starters on the contract.

#### **5. Rules of Engagement**

Prior to implementing proposed changes to contractual terms and conditions of employment, substantial changes in established work practices, or substantial changes to the way the business is structured or operates, information will be provided to employees and the unions will be consulted at the earliest opportunity and in any event, prior to any final decisions being taken. Proposals to change contractual terms and conditions will always be the subject of negotiation.

Consultation and where appropriate, negotiation with the unions will normally be conducted at local Contract level in accordance with the provisions set down in this agreement; established company policies; and employment law. The unions shall at all times endeavour to work within the time scales set by the Company subject to these being reasonable.

#### **6. Methods of Engagement**

- Information sharing
- Consulting
- Negotiating

#### **7. Consultation**

The Company and the unions acknowledge that meaningful and timely consultation is an essential component of successful organisational change and good employee relations. It improves the quality of the outcome of decisions by ensuring they work in practice. Other than in exceptional circumstances that are outside the control of the Company, consultation with the unions will take place when proposals are being formulated and throughout the period of consultation prior to decisions being implemented.

Arrangements for ongoing consultation should, as a matter of course, be timetabled at the beginning of the consultation process. This will ensure that the views of the unions are considered and responded to prior to the implementation of management decisions.

Subject to the provisions in section 9, the Company will ensure that the trade union representatives will have all the information they require to enable them to participate effectively in the discussion.

Where it is necessary for the unions to formally consult their members about proposed changes to contractual terms and conditions of employment for example, sufficient time will be built into the timetable for change so that meaningful consultation may take place and adequate information shall be provided to enable them to do so.

*“Consultation does not mean that employees' views always have to be acted on since there may be good practical or financial reasons for not doing so. However, whenever employees' views are rejected the reasons for doing so should be carefully explained. Equally, where the views and ideas of employees help to improve a decision due credit and recognition should be given”.* **Advisory, Conciliation and Arbitration Service (ACAS)**

#### **8. Negotiation**

Negotiation is a process whereby the Company and the unions will seek to reconcile their differences with the overall aim of seeking to reach agreement. Negotiation therefore implies acceptance by both parties that

agreement between them is required (or desirable) before a decision is implemented - regarding changes to contractual terms and conditions of employment, for example, or changes to the terms of established collective agreements. Implicit in the process of negotiation is an intention and willingness to compromise in pursuit of an agreement. However, all parties to this agreement jointly acknowledge that it is not always possible to reach agreement on every issue [See Procedure for Avoidance of Disputes and Resolution of Issues].

## **9. Provision of Information and Confidentiality**

Whilst valuing good, open and transparent communications, it is accepted by all parties that there may be circumstances in which certain information provided by management and/or trade unions must be treated in strictest confidence. It is acknowledged that union representatives may need to make some information available to their members, e.g. in order to explain or consult on the terms of a particular agreement, it is, however, accepted and agreed by the unions that from time to time, management or the trade union may request that information is restricted to certain parties or that an embargo is set on the timing for wider disclosure of information. In such circumstances, management and trade unions will clearly define what, why and for how long information is to remain confidential.

## **10. Local Joint Negotiating and Consultative Council [JNCC]**

The purpose of the JNCC is to provide the opportunity for the Company and the unions within the London Community Payback Contract to talk to each other, to exchange views and ideas, discuss issues of mutual interest or concern and jointly consider developments within the business.

Issues of collective concern involving matters of health and safety will be dealt with under the Safety Representatives and Safety Committee Regulations or will be referred to the Safety Committee.

The JNCC will be the sole body for negotiating terms and conditions of employment for all employees in scope of this agreement. Terms and conditions for new starters will be a matter for the JNCC.

All parties believe that joint discussion of issues of mutual interest or concern through the JNCC will help to engender trust and foster a constructive climate of employee relations. Time spent communicating at the outset of a new project or change programme, for example, will help to minimise rumours and misunderstandings, improve managers' and supervisors' decision-making and allow decisions to be more readily accepted by employees and their representatives.

### **Composition of the JNCC:**

- The Contract Director plus up to 4 managers.
- 4 accredited union representatives.
- Management side Secretary/minute taker.

### **Officers:**

The JNCC will be chaired in yearly rotation by the Contract Director or his or her nominee and the Trade Union Side nominee on an annual basis.

The Personal Assistant of the Contract Director shall act as the Management side Secretary to the JNCC

The Unions will appoint/elect a Trade Union Side Secretary from among their representatives on the JNCC.

### **Co-Option:**

The JNCC may co-opt any employee of the Company or external expert they believe to be appropriate for the consideration of a specific item.

The JNCC may, from time to time, invite full-time paid official of the unions or a nominated deputy to attend meetings of the JNCC.

A quorum will comprise a minimum of two Company and two union members of the JNCC.

## **11. Meetings of the JNCC**

The date, time and location of JNCC meetings will be agreed between the Management Side Secretary and the Trade Union Side Secretary.

Management in consultation with the Trade Union Side Secretary will be responsible for the preparation of an agenda for meetings and for an adequate record of the meeting to be produced.

The Unions will normally provide management with union items for the agenda no later than 5 days before a meeting. Management will send the Trade Union Side Secretary the agenda normally no later than 5 working days before a meeting. Additional agenda items may not normally be considered unless the Chair considers the issue to be of sufficient urgency or importance.

Minutes incorporating a summary of proceedings and action points of the meeting should be agreed by management and the unions, posted on designated notice boards and circulated to all members of the JNCC within 10 working days of the meeting.

The JNCC shall normally meet every two months or on an ad-hoc basis subject to the agreement of the parties locally. After formation and agreement of the terms of reference the first six meetings will be every six weeks.

Written requests for an ad-hoc meeting submitted to the Management Side Secretary by the Trade Union Side Secretary shall not be unreasonably refused.

Unless mutually agreed otherwise, JNCC meetings will take place during normal working hours and on Company premises.

Accredited union representatives will be released from operational duties to attend meetings of the JNCC. If they are not on duty attendance will be at their own discretion. Paid facilities time will be accommodated should they decide to attend.

There will be an open invite for paid trade union officials from the two recognised trade unions and the Business Unit HR Director to attend from time to time.

## **12. Election and Role of Local Trade Union Representatives**

Unless otherwise agreed with the local Contract Director, there shall be a maximum of up to six accredited local trade union representatives on the Contract; the apportionment of which to be agreed between the recognised trade unions.

All parties agree that representatives will be accredited to carry out the duties as prescribed by the unions' rules and to organise and represent their members in accordance with the terms of the ACAS Code of Practice 'Time off for Trade Union Duties and Activities' and this framework agreement.

The accreditation of representatives shall take place in line with the unions' rules and current legislation.

The unions' paid officials will be responsible for providing the Contract Director in writing, with the names and term of office for all accredited union representatives and for ensuring the Contract Director is advised, in writing, of any changes normally within seven working days of a representative being accredited.

Accredited union representatives will not be formally recognised by the Company as being an 'accredited' union representative until such time that the Contract Director (or his or her nominee) has received written notification as described in the preceding paragraph.

Upon receiving a written request from the Business Unit HR Director, or the UK & Europe Director of Employee Relations the unions' paid officials will, within 14 working days of receiving the request, provide the names of the accredited union representatives at the Contract.

The role of local union representatives is to:

- Advise members of their rights and entitlements.
- Communicate with members.
- Represent members in grievance, disciplinary, capability and sickness absence hearings.

- Accompany members during any formal investigatory meeting conducted under the formal disciplinary procedure.
- Consult and where appropriate, negotiate with the Company.
- Recruit new members to the Union.

The role of local union health and safety representatives is to:

Carry out the statutory functions of trade union health and safety representatives in line with the Health and Safety Representatives Regulations.

Trade union members will normally be represented by a local workplace representative, but may in exceptional circumstances be represented by an official of a recognised union where the union considers this to be necessary in the circumstances. The unions will provide a member with any requested representation as soon as possible and normally within 5 working days of such a request.

The unions commit to training their accredited representatives, and health and safety representatives to provide them with the skills and confidence to undertake their duties professionally.

Actions taken by an accredited union representative, or health and safety representative, in pursuance of his or her union duties shall not adversely affect their employment with the company, or their career prospects within the Company.

### **13 Health and Safety**

A Health and Safety Committee will be set up under the auspices of the Safety Representatives and Safety Committee (SRSC) Regulations. Additionally the SRSC regulations will apply in all other respects.

### **14. Facilities for Trade Union Representatives**

The Company agrees to provide appropriate on-site facilities, where it has access to such facilities to accredited union representatives in order to enable them to discharge their trade union duties and to facilitate effective communication with members.

The Company will provide the following facilities to the unions' accredited representatives (where it has access to such facilities):

- Accommodation to hold meetings and to interview members in private.
- Confidential access to and reasonable free use of telephone, photocopying facilities, email and internet facilities where available.
- Secure office/storage space.
- Notice board space;

The Company will by agreement with the unions, operate a "check-off" system for payment of union subscriptions. Accredited union representatives will meet with new starters at times agreeable to the Company.

### **15 Time Off with Pay for Union Representatives**

Accredited union representatives will be permitted reasonable paid time off during working hours [in accordance with the provisions of the ACAS Code of Practice 'Time off for Trade Union Duties and Activities'] and by agreement with the Contract Director and local managers, to carry out duties that are concerned with any aspect of collective bargaining/consultation relating to the local Contract, as well as representation of individual members. Requests for reasonable time off will not be unreasonably refused.

It is recognised that the role of the Trade Union side secretary should have specific and additional facility time that is commensurate with their position.

Facility time will be regularly reviewed by the JNCC.

The Contract Director will ensure that whenever possible meetings convened by the Company and involving recognised union representatives, take place within the representative's normal working hours. If this is not possible then the time will be paid at the appropriate full time rate.

The Company and the unions are jointly committed to ensuring that union representatives receive

appropriate training to allow them to effectively and professionally discharge their trade union duties. The unions will provide appropriate training to their representatives.

Subject to operational requirements and attaining prior permission, line managers will permit accredited union representatives, reasonable time off with pay to attend relevant training courses run by their union(or other appropriate bodies) taking into account varied working patterns and using a common sense approach.

Representatives requesting attendance at union training courses will provide their line manager with a copy of the syllabus prior to attending the course.

#### **16. Time Off for Other Trade Union Activities**

The Company may allow accredited union representative's paid time off during working hours for the purpose of taking part in trade union activity. Requests for paid or unpaid time off for accredited union representatives to attend annual conferences and other policy-making conferences of their union should be made in the first instance to their line manager who should seek advice from the Contract Director who may require advice from the Business Unit HR Director.

#### **17. Trade Union Meetings**

In keeping with the provisions of this agreement, the Company will allow accredited union representatives to hold meetings with their members at their workplace during work time subject to operational requirements and the prior agreement of the Contract Director or a senior manager with delegated authority. The union will provide reasonable notice of such meetings to the Contract Director. A reasonable request for permission to hold a meeting will not be unreasonably refused.

Reasonable time off with pay during working hours will be given to trade union members to take part in trade union meetings agreed by the Contract Director.

#### **18. Disciplinary Action Involving Union Representatives**

The Company will not take disciplinary action against an accredited union representative until an employed full time official of the union has been consulted.

#### **19. Variation or Termination of this Agreement**

The contents of this Agreement may be amended by mutual consent.

This Agreement may be terminated by either party giving six months written notice of termination to the other.

#### **Signed on behalf of Serco**

**Signed** .....

**Dated:**

#### **Signed on behalf of GMB**

**Signed** .....

**Dated:**

#### **Signed on behalf of UNISON**

**Signed** .....

**Dated:**



## **ANNEX A: PROCEDURE FOR THE AVOIDANCE OF DISPUTES AND RESOLUTION OF ISSUES**

All parties to this agreement recognise that problems at work should be resolved as speedily as possible and at the nearest point of the problem/disagreement. There may, however, be occasions when genuine attempts to resolve an issue at the point of the problem/disagreement have proved unsuccessful.

All parties therefore acknowledge the need for a procedure that will ensure the speedy and fair resolution of unresolved collective grievances. For the purpose of an individual grievance, please refer to the Company's Grievance Procedure.

In the case of collective grievances/disputes, all parties recognise that industrial action in pursuance of a dispute is an option of absolute last resort. And in any event no action will be taken by either party until the parties to this agreement have adopted and exhausted the following issue resolution process:

In the first instance, the issue will be raised formally with the line manager detailing the issues and the employees affected in writing using the form at **Annex B** to this agreement.

Within 3 days of receiving the formal notice of the collective grievance, the line manager will provide the UNION(S) accredited union representative that raised the collective grievance with a full and clear statement of the record of events, areas of disagreement and differences between the parties using the form at **Annex C**.

If the issue remains unresolved, no later than the 3<sup>rd</sup> working day following the exchanges of the forms at annex B and annex C respectively, the line manager will provide both of the completed forms to his or her line manager who will immediately obtain advice from the Contract Director and seek to resolve the dispute.

If the issue remains unresolved after a further 5 working days, the Contract Director will arrange a meeting with the JNCC to take place within 10 working days.

Within 5 working days of the JNCC meeting, the Contract Director will inform the representative/s in writing of the decision and advise of the right to appeal.

Should the representative/s wish to appeal they should advise the Contract Director within 10 days of receipt of the written decision.

The appeal will be heard by the Director of Employee Relations UK & Europe and a full-time official of the UNION(S).

The Company will aim to ensure that the appeal takes place within 10 working days of receipt of the written request from the union.

Managers and the local representative(s) party to the dispute may also be invited to attend the appeal meeting. The decision taken at this meeting will be formally conveyed in writing by the Contract Director to all relevant parties, within 5 working days of the meeting.

If the issue remains unresolved then either party may request the intervention of the offices of ACAS for the purposes of conciliation. The timetable for this process will be determined by ACAS.

At the conclusion of the conciliation process, should the issue remain unresolved then subject to the agreement of the parties in dispute the issue may be referred to the offices of ACAS for binding arbitration. The timetable for this process will be determined by ACAS.

All parties agree to work co-operatively in implementing the decision of the arbitrator.

**ANNEX B:      TRADE UNION COLLECTIVE DISPUTE ESCALATION FORM**

To be completed by the Trade Union Representative and provided to Manager

<b>Issue in dispute:</b>	
<b>Record of events:</b>	
<b>Area(s) of disagreement:</b>	

**Contact Details:**

Union Representative Registering Collective Dispute:		Date:
Manager Party to Collective Dispute:		

**ANNEX C:     MANAGER COLLECTIVE DISPUTE ESCALATION FORM**

To be completed by Manager and provided to the Trade Union Representative

<b>Issue in dispute:</b>	
<b>Record of events:</b>	
<b>Area(s) of disagreement:</b>	

**Contact Details:**

Manager Party to Collective Dispute:		Date:
Union Representative Registering Collective Dispute:		

**ANNEX D: ILLUSTRATIVE STRUCTURE FOR COLLECTIVE ENGAGEMENT**

## **Joint Negotiation & Consultation Council**

### **Standing Terms of Reference**

Where change is being proposed management will provide the Union with:

Business case/rational for proposed change  
People impact  
Proposed time scale for implementation  
Agreed schedule for collective engagement  
Equality Impact Assessment

### **Subjects for Consultation**

Health, safety and welfare at work: Training, learning and development: Transfers of undertakings: Redundancy: Pensions: Attendance management: Rosters: Performance management: Change: Equal opportunities: Employee Engagement:

### **Subjects for Negotiation**

Pay: Hours: Holidays: Proposed changes to contractual terms and conditions of employment: Facilities for elected and accredited union representatives.

**Attendees:** Contract Manager [Chair] plus up to four managers: Up to four elected and accredited trade union representatives: Minute taker/secretary

**Location:** Local Business Unit

**Frequency:** At least bi-monthly and / or as agreed