

HEALTH PROTECTION AGENCY

Recognition and Procedure Agreement

1. INTRODUCTION

- 1.1. The purpose of this agreement is to determine the arrangements under which Trade Union and professional organisations may be recognised and employees represented within the Health Protection Agency (HPA).
- 1.2. The HPA accepts that it is to the mutual benefit of the HPA and its employees for its employees to be represented by trade unions and professional organisations and therefore recognises the following Unions:
 - AMICUS
 - British Medical Association (BMA)
 - Federation of Clinical Scientists (FCS)
 - Royal College of Nursing (RCN)
 - UNISON
 - Prospect
 - Public and Commercial Services Union (PCS)
 - University and College Union (UCU)
- 1.3. This agreement is made between the HPA Board and the aforementioned Trade Unions and professional organisations listed in 1.2 who have members employed by the HPA (referred to collectively as “the Unions”).

2. GENERAL PRINCIPLES

- 2.1. The HPA and the Unions have a common objective in ensuring the effective delivery of health protection services, and in working together for the benefit of service users and employees.
- 2.2. The Unions recognise management’s responsibility to plan, organise and manage the activities of the HPA according to the objectives set by the HPA Board.
- 2.3. The HPA believes that fully representative Unions lead to good employee relations and therefore encourages its employees to belong to the appropriate Unions, although membership is not a condition of employment.
- 2.4. The HPA recognises the Union’s responsibility to represent the interests of their members, according to the Union’s policies, for the employees covered by this agreement.

- 2.5. The HPA and the Unions recognise the importance of good employee relations and recognise the need for joint consultation and collective bargaining in pursuit of this objective.
- 2.6. Both the HPA and the Unions acknowledge the value of providing each other with up to date relevant information on important issues which affect employees. However, the Unions accept that management has the responsibility to communicate directly with all HPA employees as appropriate, in such a way as not to undermine the principles contained in this agreement.
- 2.7. The HPA and the Unions recognise the potential contribution that partnership working may add to the delivery of services and the quality of working life for HPA employees and aim to promote best practice on staff involvement in general.
- 2.8. The HPA and the Unions aim to conduct business openly whilst at the same time respecting the confidentiality and rights of all parties.
- 2.9. The HPA agrees to refrain from lock-out and the Unions from any form of actions interfering with the normal smooth working of the HPA's business until the procedures for resolving issues in this and other agreements have been exhausted.

3. SCOPE

3.1. Individual Representation

The HPA Board will recognise the Unions referred to in Section 1.2 for the handling of individual representation of members on issues relating to grievances and disciplinary matters and any other matters where individual representation may be appropriate. Individuals may be accompanied by a Trade Union Representative or a work colleague at any hearing or discussions convened under the HPA Disciplinary or Grievance procedures in accordance with the requirements of the Employment Act 2002.

3.2. Consultation

The process of joint consultation and negotiation shall be conducted through the National Joint Staff Committee (NJSC). The constitution of the NJSC is attached as Appendix I.

4. STAFF REPRESENTATIVES

- 4.1. The HPA recognises the right of the Unions' members to elect from their numbers representatives and officials to act on their behalf in accordance with the terms of this Agreement.

Section 119 of the Trade Union and Labour Relations (Consolidation) Act 1992 defines the term "official" to mean:

- a) an officer of the union or of a branch or section of the union,
or
- b) a person elected or appointed in accordance with the rules of the union to be a representative of its members or of some of them,

and includes a 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 is to represent.

- 4.2. The election of representatives shall be in accordance with the rules and procedures of the Union concerned. The names of representatives (and where applicable their deputies) will be notified officially in writing to the HPA. The Unions also agree to notify the HPA of changes of representatives.
- 4.3. The number of accredited representatives shall be agreed between the HPA and the full time officer of the recognised trade union.

5. TIME OFF AND THE PROVISION OF FACILITIES FOR TRADE UNION DUTIES

Time off for Trade Union duties and the provision of facilities for accredited representatives shall be in accordance with the HPAs "Facilities and Time off for Trade Union Duties and Activities" Policy (see appendix II).

6. DISPUTES

Any disputes, which are not resolved through the NJSC procedures, will be handled through the HPA's Disputes procedure

7. INTERPRETATION, VARIATION AND TERMINATION

- 7.1. Any dispute as to the interpretation of this agreement will be referred to the Joint Secretaries of the NJSC.

- 7.2. There shall be no variation to this agreement except by joint agreement between the HPA and the Unions through the NJSC.
- 7.3. A minimum of 6 months notice shall be required from either side to terminate this agreement.