



Recognition Procedure Agreement

Between

EMPLOYER

&

The Royal College of Nursing

This agreement is made on _____

Between _____

(hereinafter known as “employer” - the term includes the employers, managers or their representatives as appropriate) and the Royal College of Nursing known as the RCN, representing members employed by the employer.

SAMPLE

1. Purpose

The purpose of this agreement is to provide a framework for successful partnership arrangements between the RCN and (**employer**) in order to develop professional practice and foster good employment relations.

It provides methods whereby (**employer**) will recognise the Royal College of Nursing to support, represent and bargain for its members.

2. Principles

The employer and the RCN share a common objective – namely to ensure the efficiency and success of the employer for the benefit of all concerned.

2.1 Both the employer and the RCN recognise the employer's right to plan, organise and manage the activities of their business according to their business objectives. In turn, the employer recognises the benefits and RCN's right to recruit and represent the interests of their members and to work for improved professional practice and conditions of employment and work.

2.2 Both the employer and the RCN agree that it is in their mutual interest to observe a procedure where any issues arising between them can be resolved. Both are committed to:

- Maintaining the smooth operation of agreements
- Maintaining and improving employment relations, and resolving all issues as speedily as possible
- The negotiation and consideration of any other matters that affect the employer and/or the employee
- Exchanging timely information to promote good working relations
- The speedy implementation of agreements
- Developing a culture that is supportive to lifelong learning

- Developing best practice in professional nursing matters
- Increasing employees' engagement in both employment relations and professional and educational nursing matters

3. Scope

For the purpose of this agreement, these are to be sole bargaining rights, meaning the RCN shall only bargain on behalf of its members.

3.1 The employer and the employee (through the RCN) agree that their pursuit of these shared objectives under this Recognition Agreement shall be facilitated by:

3.1.1 Negotiation – to reach agreements and to help fulfil the employer's legal responsibilities in respect of relevant employment legislation

3.1.2 Consultation - to exchange views with a view to reaching consensus

3.1.3 Information – to keep each side fully informed of all relevant matters

3.2 Matters that may be included in a recognition agreement by mutual agreement and the RCN consider examples of good practice essential to a partnership approach are:

- Terms and conditions of employment
- Hours of Work
- Holiday and sickness arrangements
- Salary structures and pay and allowances
- Pensions
- Employment policies relating to the engagement or non-engagement, or termination or suspension of employment
- Allocation of work between employees or groups of employees
- Discipline and grievance procedures

- Redundancy, redeployment and relocation policy and arrangements
- The development of flexible working and working time policies
- Consultation with elected representatives on all matters affecting the health, safety and welfare of employees
- Facilities for RCN-elected representatives
- Lifelong learning and continuing professional development
- The negotiation process itself, comprising a committee with representatives of the employer and the employee
- Equal opportunities issues and equality improvements
- Other professional nursing matters
- Other matters agreed between the RCN and the employer

4 Representation

The employer and the RCN recognises the employees' statutory right to be represented by a professional body, trade union or colleague of their choice for matters within the employer's disciplinary and grievance procedure, redundancy and business transfer legislation. To this end the employer promotes this agreement to all employees and encourages membership of the RCN and supports RCN members in electing representatives and officials to act on their behalf in accordance with the terms of this agreement.

5 Functions of representatives

The professional, educational and employment relations duties of representatives and officials are important responsibilities performed in addition to their substantive duties. This is recognised by the employer and the RCN.

5.1 The duties of representatives and officials are as follows:

- To be responsible to and for a particular group of members in a particular work area
- To undertake employment relations duties
- To promote and implement a safety culture at work
- To promote a learning culture
- To promote professional standards and education relevant to the workplace
- To be consulted on and to negotiate on behalf of members

Duties may include

(Employer and RCN will discuss relevant matters and delete those not applicable)

- Members' problems at work
- Grievances
- Matters of discipline
- Health and safety
- Equal opportunities
- Service conditions
- Work focussed training
- Continuing professional development opportunities for staff
- Working Time Regulations
- Support professional nursing developments
- Develop education and training opportunities
- Recruit new members to the RCN from among all relevant employees in the employment area
- Communicate with members and with the union body
- Represent the RCN in the employer's negotiating and consultative arrangements, at local, regional or national level
- Meet with other representatives or officials or full time RCN officers and attend RCN meetings
- Seek to provide consistency and ensure agreements are adhered to at local level

- Organise meetings of members during working hours with no loss of earnings

- 5.2** The election of representatives shall be determined by the RCN. The RCN agrees to notify employers with the names of elected officials, the area they represent and any change of representatives or officials. The RCN shall provide their accredited representative with written credentials.
- 5.3** Time-off and facilities for representatives' functions will be provided for as detailed in annex to this agreement
- 5.4** Action taken by representatives in pursuit of their duties under this agreement – or their legal obligations, or their union rules – shall not in any way affect their employment with the employer
- 5.5** Disciplinary action should not be taken against elected representatives until the employer has discussed the matter with a full-time officer of the RCN.

6. How negotiation takes place

It is up to you, as to detail of how representation and negotiations are to take place. Negotiation may take the form of a formally constituted committee of employer and employee representatives or for smaller organisations may take the form of regular joint meetings between the employer and employee's representatives

The functions, scope and composition will be agreed with the full time union officials. It will be necessary to include provisions for the exchange of information. Time-off and facilities for representative's functions will be provided for as detailed in annex to this agreement. Any agreement should provide clear guidance for when and how a dispute arising from the

negotiations may be referred to ACAS by one party for conciliation, or if both parties agree arbitration.

7. Variation

This agreement will not be varied without the agreement between the RCN and the employer.

Any disputes between the RCN and the employer about recognition that cannot be resolved may be referred by either party to the Central Arbitration Committee.

Signed by the Parties

Employer date.....

Royal College of Nursing.....date.....