

## Trade Union Recognition and Procedural Agreement

This recognition agreement applies in respect of Pharmacists employed by GP Federations (GPPs) in Northern Ireland and reflects the commitment of the employer and the Trade Union to work for the benefit of this category of employee.

The definitions set out in Appendix I shall apply throughout this Agreement

### Principles and Objectives

- This Agreement forms the basis of mutual co-operation and trust between the Employers and their successors in title and the independent trade union, the PDAU and its successors in title. It sets out a procedural framework for information sharing, consultation and negotiation, and fosters working together harmoniously and in partnership for the mutual benefit of the employers and the Bargaining Unit.
- All parties acknowledge that they have common objectives, mutual interests, and shared responsibilities to protect and ensure the employers' efficiency and long-term prosperity, which in turn promotes security of employment and prospects for advancement for all employees. Both parties agree to work together constructively to find mutually satisfactory solutions to problems.
- This agreement is intended to promote and assist in the establishment and agreement of those items listed at appendix II.
- The employers recognise the Trade Unions right to represent and protect the interests of its members both individually and collectively.
- The Trade union recognises that it is the employer's responsibility to plan, organise and manage the delivery of GP based Pharmacy services on behalf of their patients.
- The employers believe that representative trade unions help ensure good employee relations.
- Both parties declare their commitment to promoting and maintaining good industrial relations and resolve to make every effort to resolve any issues which may arise and to ensure this agreement is effective.

### Status and scope of the Agreement

- The employers and the PDAU accept that this document does not create any legal obligations upon either the federations/FSU's or the PDA and is binding in honour only.
- This Agreement applies to representation, information, consultation and negotiation in respect of the matters referred to in appendix ii.
- Any collective agreements reached between the parties in relation to employees' terms and conditions will be incorporated automatically into the employment contracts of all employees within the Bargaining Unit, whether they are members of the PDAU or not.
- Under this agreement the PDAU is the sole body for negotiating the Specified terms in respect of the Bargaining Unit. This agreement does not prevent the employers from informing, consulting or listening to employees directly about those matters. Should any other union wish to be afforded similar rights under a similar agreement, or by amendment to this agreement, this will be a matter for discussion between the

employer and the PDAU and, where possible the other union, prior to any decision by the employers

- Nothing in this Agreement restricts the legal or contractual rights of individual employees in the Bargaining Unit. For example, it does not prevent or limit the rights of individual employees to discuss, negotiate or agree with their employer terms of their contract of employment such as the right of the employers to make individual pay increases at their discretion.

### Recognition and representation

Under his agreement the employers recognise the PDAU as the sole representative and bargaining agent of the Bargaining Unit for the purposes of collective bargaining. If another union approaches the employer for recognition for the same bargaining unit under a separate agreement or by amendment to this agreement clause 11 will apply.

- To ensure PDAU members and non-PDAU members represented by the PDAU have a communication channel directly with the PDAU and the employers will provide the PDAU with appropriate access to employees within the Bargaining Unit and vice versa. This will include the PDAU having access to notice boards and a presence on any intranet system. The PDAU will be able to utilise any internal mail system to circulate hard copy of materials.
- The employers will recognise and work in the spirit of partnership with the PDAU Representatives. The parties agree that there will be five PDAU Representatives who will also act as Health & Safety representatives to the Bargaining Unit.
- The employers and the PDAU agree that an employee of one federation can be the representative of pharmacists in other federations and will be entitled to facilities time and support as if they were a member of any of the federations. It will be for the federations to resolve any reimbursement for time or resources between themselves.
- PDAU representatives will be appointed in accordance with the rules of the PDAU. There will be one PDAU representative appointed from amongst the employees in constituent area. The name of each PDAU Representative and the constituency they represent will be notified in writing to the employers. Each PDAU Representative will be provided with written credentials by the PDAU.
- If any PDAU Representative ceases to be a representative, the PDAU shall inform the employers without undue delay and a replacement shall be found as soon as possible.
- If a PDAU Representative is suspended from work, they shall also be suspended from undertaking any duties as a PDAU Representative. In such circumstances the PDAU will appoint a temporary replacement.
- Individuals shall cease to be PDAU Representatives if:
  - (i) their employment ends for any reason;
  - (ii) they permanently cease to be part of the Bargaining Unit;
  - (iii) they resign from their position as PDAU Representative; or
  - (iv) the PDAU remove them from that role.

- The PDAU will notify the employers in writing, before telling its members, when PDAU Representatives are elected or changed and when any changes are made to the constituencies they represent, and union positions they hold.

#### Joint Consultation and Negotiation Committee

- The employer will provide the PDAU with appropriate information on financial and organisational issues to allow meaningful consultation and negotiation.
- The PDAU agree to adhere to confidentiality and GDPR requirements and agree to treat any information provided with confidentiality.
- The employers will not introduce any changes to collective terms and conditions of employment of the Bargaining Unit on matters in section B & C of Appendix II without first consulting (in the case of Section B) and where necessary (in the case of the Specified Terms) negotiating with the PDAU.
- The employers will meet its statutory obligations relating to collective redundancy consultation and transfers of undertakings. The employers will inform and/or consult (as appropriate) with the PDAU.
- The employers will inform the PDAU in advance, wherever possible, before making any changes to the items listed in Sections A of Appendix II,

#### Framework for information, consultation and negotiation

- Consultation and negotiation on matters in section B and C Appendix ii will take place through the establishment of a Joint Consultation and Negotiation Committee (JCNC).
- The employers will inform, consult or negotiate with the PDAU in line with the JCNC constitution set out in Appendix III.

#### Dispute resolution and failure to agree

- Both parties recognise the advantage of issues being resolved through consultation and negotiation and agree to make all reasonable efforts to resolve areas of nonagreement speedily and without escalation.
- In respect of the Specified Terms, both parties agree that the existing arrangements will continue to operate until the bargaining procedure is exhausted.
- If agreement cannot be reached, both parties will agree the procedures and timescales for resolving the disputed issue.
- Depending on the nature of the issue, they may do this by formally recording an 'agree to disagree' statement or by invoking the formal disputes resolution procedure.

#### Commencement, review, and variation

- This agreement comes into effect on the date of signature.
- The provisions of the agreement will be reviewed annually or varied at any time by mutual agreement of all parties following discussion as an agenda item at a quorate meeting of the JCNC.

- Where either party wishes to amend the terms of the agreement notice of this amendment must be given in advance to the JCNC in writing. No amendments will be made unless both parties agree.

### Confidentiality and communication

- The parties will respect the confidentiality of all communications relevant to this Agreement. The Employers, the PDAU and the PDAU Representatives shall keep confidential: (i) all information provided in connection with this Agreement; (ii) the bargaining discussions and arrangements between the parties; and (iii) information relating to the Employers and its customers and employees which is not in the public domain, unless there is a legal requirement or the signatories to this Agreement give express authority to disclose such information. This clause is notwithstanding any obligations the PDAU or the employers may have towards their members/employees respectively.
- The parties will use reasonable endeavours to ensure that all correspondence relevant to this Agreement is addressed to the relevant contacts, sent securely and privately, and delivered unopened.
- The Employers will not be monitoring union communications, including emails.
- Each PDAU Representative shall sign confidentiality agreements with the employer in a form to be agreed between the PDAU and the employers from time to time.
- Both parties agree to use joint communications, the content of which is mutually agreed, to communicate updates to the Bargaining Unit.

### Termination

- Whilst this agreement is binding in honour only it may be terminated at any time by mutual agreement of all parties following a discussion as an agenda item at a quorate meeting of the JCNC, or either party may terminate it by giving not less than 12 months' notice to the other party in writing at the JCNC.
- If the employers are subject to a sale, takeover or merger, this Agreement will stay in force until it is re-negotiated.

### Signatures

Signed on behalf of the employers:

Constituency	Employer Name	Name	Title	Signed	Date
Eastern FSU	Ards Federation				
Eastern FSU	Down Federation				
Eastern FSU	East Belfast Federation				
Eastern FSU	Lisburn Federation				
Eastern FSU	North Belfast Federation				

Eastern FSU	North Down Federation				
Eastern FSU	South Belfast Federation				
Eastern FSU	West Belfast Federation				
Northern FSU	Causeway Federation				
Northern FSU	Antrim/Ballymena Federation				
Northern FSU	Mid Ulster Federation				
Northern FSU	East Antrim Federation				
Southern FSU	Craigavon Federation				
Southern FSU	Armagh & Dungannon Federation				
Southern FSU	Newry & District Federation				
Western FSU	Derry/Limavady Federation				
Western FSU	South West Federation				

Signed on behalf of the PDAU: .....

Name: .....

Date: .....

#### Appendix I: Definitions

- **Employer** – This is the collective term for all the employer signatories to the agreement
- **Trade Union** – This relates to the PDAU
- **Bargaining Round** means the annual negotiation on the Specified Terms conducted in accordance with the Annual Pay Bargaining Procedure in Appendix III.
- **Bargaining Unit** means the group of employees on whose behalf the PDAU conducts collective bargaining in accordance with the terms of this Agreement. This consists of all pharmacists employed by the employers
- **Change Date** means 1 April
- **Constituency** This refers to the FSU area – IE: Western, Northern, Eastern Southern
- **Employers** means the federations listed in Appendix 5 and their successors in title, or someone authorised to act on their behalf such as the Federation Support Unit
- **Failure to Agree** means where the Company and the PDAU have been unable to reach agreement through the processes outlined in this Agreement
- **JCNC** means the Joint Consultative and Negotiating Committee

- **LRA** means the Labour Relations Agency
- **PDAU** means the Pharmacists’ Defence Association Union
- **PDAU Officials** means a trade union official who is employed by the PDAU or is a worker, consultant or otherwise engaged to provide services to the PDAU
- **PDAU Representatives** means an employee who has been elected/appointed as a workplace representative by the PDAU in accordance with its rules and this agreement
- **Proposal Date** means no later than 2 months prior to the relevant Change Date
- **Specified Terms** means those subjects within the scope of Section C of Appendix II
- **Information** The information required for meaningful consultation and negotiation to take place on any issue relating to the employment of those covered by this agreement.
- **Consultation** The seeking of the views of the PDAU prior to any decision being made. Consultation would usually relate to, although not be limited to, organisational changes and issues relating to the strategic direction of the service.
- **Negotiation** The requirement to engage with the PDAU on any issue relating to the terms and conditions of employment of those covered by this agreement and their job security with the aim of seeking an agreed position regarding any changes.
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#### Appendix II: Subjects for information, consultation and negotiation

The employers will inform the PDAU of any material change to the matters set out in Section A below and will consult with the PDAU on any material change to the matters listed in Section B below. Section C lists the Specified Terms for negotiation.

For the avoidance of doubt, the items below refer only to matters that affect the Bargaining Unit collectively.

Subject	Section A Information	Section B Consultation	Section C Negotiation
Standard terms of conditions of employment (other than those in Section B or C)	X		
Discretionary benefits and bonus schemes	X		
Employment Handbook policies (other than those in Section B or C)	X		
Grievance and disciplinary procedures		X	
Whistleblowing		X	

procedure			
Redundancies		X	
TUPE Transfers		X	
Introduction of new contracts and/or new roles		X	
Job Grading process		X	
Working Hours for FTE			X
Basic Pay			X
Overtime, TOIL and Rota processes and rates			X
Bank Holiday payments			X
Annual Leave entitlement			X
Holiday year			X
Sick Pay: Value & Terms			X
Redundancy pay			X
Timing of Pay review process and change date			X
Salary Honorariums			X
Rest Break entitlements and process			X
Career Break terms			X
Mileage rates and other expenses			X
Service awards			X

### Appendix III

#### Constitution for the Joint Consultative and Negotiating Committee (JCNC)

##### Title

The committee shall be known as the Joint Consultative and Negotiating Committee or JCNC.

### Purpose of the committee

The committee has been established in support of the principles and objectives listed in the Trade Union Recognition and Procedural agreement and other matters as detailed in appendix II.

Items listed under sections A & B of Appendix II should be consulted upon with a view to reaching agreement, however it is ultimately the employers' decision about the outcome. Matters covered by Sections A and B of Appendix II can therefore not be subject to a Failure to Agree.

In accordance with appendix ii the employers and the PDAU shall negotiate any changes to the Specified Terms annually with any agreed changes to the Specified Terms taking effect from the Change Date. Timeframes in relation to the negotiation of any items identified at section c of appendix ii shall be notified to the JCNC in writing and will be implemented with agreement of Both parties being cognisant of the employers internal Governance procedures.

### Representation at meetings

- The office of Chair of the JCNC will reside with the employer.
- The core membership of the JCNC will consist of the five PDAU constituent representatives and an employer representative from each of the four FSU area in addition to the Eastern FSU Head of Operations in addition to the Chair and Secretariat.
- Other parties may be invited to attend at the request of either party, with agreement of the Chair.
- Where a member representative is unable to attend a delegate representative must be sent in their place. Both parties will inform each other in advance of their chosen Representatives.
- Both parties will ensure the selected representatives are empowered with the necessary decision-making authority to partake in negotiations on behalf of their respective sides or are expressly authorised to make recommendations directly to those who take such final decisions.

### Meetings

- A standardised meeting schedule and agenda will be agreed at the inaugural meeting of the JCNC with allowances for extraordinary meeting. This will be reviewed on an annual basis.
- Extraordinary meetings may be held in accordance with an agreed need and timeframe for consultation.
- Each contingent shall be entitled to a pre-meeting to discuss the business on the agenda.
- Secretariat for the JCNC shall be provided by the employer. The draft minutes of all meetings shall be circulated to both parties for agreement no later than 10 working

days after the meeting. If agreement cannot be reached on the minutes, then both copies will be retained on file. The agreed minutes of all meetings shall be submitted to the Federation and FSU Board meetings for information.

- The date, timing and location of meetings shall be arranged by the employers' side Secretary in consultation with the Secretary of the PDAU side. The Secretariat shall invite agenda items from the other side and circulate draft agendas at a reasonable time before each meeting.
- A meeting of the JCNC shall be quorate if at least 3 members of each side (or their delegates) are in attendance.
- The meeting record does not need to be a verbatim account but should fully describe the conclusions reached and the actions to be taken.
- A joint statement will be produced following each meeting summarising the agreements and actions to be taken and this will be shared with the Bargaining Unit.

### Trade Union Facilities Policy

- The employers' side recognises that a truly representative and effective union will help it manage change and enhance employee relations and the PDAU is committed to achieving the same.
- The employer agrees to where practical, provide appropriate facilities to PDAU representatives to enable them to discharge their PDAU duties and activities and to facilitate the objectives of effective communication and consultation with employees and their representatives on this agreement.
- The employers recognise that accredited PDAU Representatives are entitled to reasonable paid time off work to carry out their duties including Health and Safety duties and to undergo relevant training. It also recognises that members of the PDAU are entitled to reasonable time off to take part in PDAU activities.
- The employers will allow for this time off in accordance with Labour Relation Agencies Code of Practice 'Time off for Trade Union Duties and Activities'.
- PDAU representative should follow the normal absence procedure and endeavour to give their employer as much notice as possible of the need for such time off to include the reason, date, time and duration to enable the employer to put in place alternative cover arrangements if necessary and minimise the impact of such absences.
- The PDAU will take all reasonable steps to minimise business disruption by being prepared to be as flexible as possible in seeking and agreeing time off for its accredited PDAU Representatives.
- The PDAU recognises that employers will consider the reasonableness of the request and the need for patient safety and continuity of pharmacy operations when approving requests for time off.
- Accredited PDAU Representatives will inform the employers within twenty-four hours of becoming aware of the need to seek and agree time off to allow for appropriate backfill to be arranged.
- Once time off is agreed, that approval cannot be unilaterally withdrawn unless there are exceptional circumstances.
- The Employers will make all reasonable efforts to take into account the needs of PDAU Representatives who work, or represent members who work, unusual hours –

for example, part-time, shift, weekend, home, mobile and term-time workers – when scheduling meetings and agreeing representational time off

- The employers recognise that more time off from normal work may be needed during collective redundancy and/or TUPE and/or pension consultation activity, and that representatives may need special training to fulfil their responsibilities.
- No reimbursement will be made where representatives attend meetings convened by the PDAU which fall outside of, or extend beyond, a representative's normal working hours.
- The employers will allow additional time and facilities, if necessary, for disabled representatives and may make suitable arrangements to allow them to carry out their responsibilities.
- The Employers will reimburse reasonable and necessary travelling and subsistence expenses incurred by the PDAU Representatives in attending Employer-instigated meetings in accordance with the employer's expense policy in place from time to time.
- The PDAU will meet all non-business facing costs incurred by representatives, for example in attending union-only meetings.

#### Appendix IV – Employers

- Antrim/Ballymena Federation
- Ards Federation
- Armagh & Dungannon Federation
- Causeway Federation
- Craigavon Federation
- Derry/Limavady Federation
- Down Federation
- East Antrim Federation
- East Belfast Federation
- Lisburn Federation
- Mid Ulster Federation
- Newry & District Federation
- North Belfast Federation
- North Down Federation

- South Belfast Federation
- South West Federation
- West Belfast Federation