

MEMORANDUM OF AGREEMENT BETWEEN THE NATIONAL TRAINERS FEDERATION AND THE NATIONAL ASSOCIATION OF STABLE STAFF

INTRODUCTION

1. This Agreement sets out the understanding between the National Trainers Federation (NTF) and the National Association of Stable Staff (NASS) on matters relating to recognition, representation, union facilities, health and safety and resolving differences of opinion without damaging the business of training horses for racing and to provide a means of monitoring and enforcing the agreements reached in the National Joint Council (NJC).
2. In this joint approach, the NTF and NASS have a common objective in ensuring the efficiency and prosperity of the racing industry in order to promote security of employment and advancement of all employees.

RECOGNITION

3. This agreement grants to NASS as the association carrying the greatest confidence of stable staff (measured in membership), sole recognition and negotiation rights for stable staff employed within the racing industry by licenced trainers.
4. NASS recognises the right of the NTF to manage its responsibilities in the best interests of the racing industry and its members. The NTF recognises the responsibility of NASS to represent stable staff within the framework of this agreement and its own set of rules.
5. The NTF recognises that it is to its benefit for stable staff to be represented by NASS and, therefore, recognises the sole right of NASS to represent stable staff in the industry.
6. In order that negotiation can be conducted on a fully representative and authoritative basis the NTF recognises that it is desirable that all stable staff should be members of NASS. However, staff covered by this agreement have the right to join or not to join NASS as is their wish. NASS will not attempt by industrial or other action to pursue issues of union membership, or industrial or related matters and will not object to working alongside employees who are not members of any union, or not members of a particular union. This does not affect NASS's statutory right to organise industrial action in contemplation or furtherance of a trade dispute.

REPRESENTATION

7. As the association with sole negotiating rights for stable staff NASS will ensure that an updated rule book will be lodged with the NTF so that both organisations can co-operate effectively.

8. The names of each NASS representative should be notified in writing to the NTF by NASS. The NTF will have the right to raise with NASS any objections to the appointment of any individual.

Elected representatives of NASS will act in good faith in accordance with the rules of NASS. Any representative wilfully acting in breach of agreement between the NTF and NASS will be the subject of discussion between the NTF and NASS wherein a request may be made for NASS to withdraw the representative's credentials under the terms of NASS rules.

9. It is agreed that representatives will primarily concern themselves with performing their normal working duties and that the NASS activities will be secondary to their employment within the industry and will normally take place outside working hours. However, where this is not possible a reasonable amount of time during working hours to undertake such activities and attend meetings will be permitted where appropriate.
10. Save in an instance of lawful official industrial action where the NTF and the trainer have been properly notified under the provisions of the Trade Union and Labour Relations Act 1992 (as amended from time to time), if a NASS member needs to consult a NASS representative during normal working hours they must first obtain approval from their superior before they cease work or move from their place of work.

NASS FACILITIES

11. Reasonable access to a telephone will be provided for the purpose of consulting a full-time NASS official; the cost of this provision to be at the discretion of the trainer.
12. NASS notices will also be displayed where NASS has membership in the yard subject to the permission of the trainer.
13. As part of the introduction of new staff to the stable, they will be informed of the existence of NASS and introduced to the stable representative.
14. Where in the opinion of the NTF and NASS a ballot of staff is required appropriate facilities will be provided.

HEALTH AND SAFETY

15. The trainer must ensure, so far as is reasonably practicable:
- the health, safety and welfare at work of employees;
 - that persons not employed in the yard are not exposed to risks to their health and safety;
 - that a Health and Safety at Work Statement is prominently displayed in the yard.

16. Stable staff must:

take reasonable care for the health and safety of themselves and of other persons who may be affected by their acts or omissions at work,

co-operate with the trainer, so far as is necessary, to enable the trainer to fulfil his responsibility as at paragraph 15.

An approved pattern of crash helmet correctly fitted with strap properly adjusted and fastened and an approved body protector correctly fastened will be worn by each employee when mounted and an employee should wear a crash helmet at all other times when it would be considered prudent to do so e.g. whilst lungeing in a restricted area.

PROCEDURE FOR THE RESOLVING OF DIFFERENCES AT YARD LEVEL – GRIEVANCE PROCEDURE

18. It will usually be better for those involved if grievances can be resolved informally and where an employee has a grievance, he or she will, in the first instance, discuss the matter with the trainer or an appointed representative. The employee may wish to discuss the matter with the NASS. If no satisfactory agreement is reached, and the employee wishes to proceed further, the employee should obtain a copy of the NTF/NASS Agreement on the Resolution of Disputes available from his or her employer or NASS and seek to resolve the matter in that way.

19. It is agreed by all parties that there shall be no stoppage of work either of a partial or general character such as a strike, locking out, go slow, work to rule and overtime ban, or any other restriction until the procedure mentioned above has been exhausted. For the avoidance of doubt, this will not be treated as preventing an employee from pursuing legal proceedings in an employment tribunal or court. The NASS representatives will however use their best endeavours to encourage the employee to exhaust internal procedures including the Agreement on the Resolution of Disputes before resorting to an employment tribunal or court.

COLLECTIVE ISSUES WITHIN THE NJC

20. Matters will be discussed according to the Constitution of the NJC.

ALTERATION AND TERMINATION

21. Each party wishing to alter or terminate this agreement shall do so by giving three months notice in writing.

22. This agreement shall operate from 21st May 2010.