

# Membership Service Charter

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The Irish Dental Association was formed in 1922 and the Irish Dental Union ("the Union") was established in 2011 as a trade union registered with the Registrar of Friendly Societies. In order to become a member of the Irish Dental Association ("the Association"), a dentist first applies for membership of the Union which, where approved, entitles them to membership of the Association.

The purpose of this Charter is to outline the nature of the services and benefits we offer to members, the principles by which we operate, the standards and expectations we apply in delivering these services and benefits.

This Charter is supplementary and subservient to the express provisions of the terms of the constitutional and governance provisions applying for both the Association and the Union. Where there is a conflict between the contents of the Membership Service Charter and the constitutional and governance provisions for the Union / Association the constitutional and governance provisions shall take precedence.

## About Us

The Irish Dental Association was formed in 1922 as the direct successor to the now defunct 'Irish Branch of the British Dental Association'. In the course of the last almost century, the Association has been linked with many changes and innovations in the advancement of dentistry in Ireland, working to promote the advancement of the interests of the dental profession and promoting the well-being of our country's population through the attainment of optimum oral health.

The Union is Ireland's newest trade union and acts as the only representative body for the entire dental profession. Membership of the Union entitles dentists to become members also of the Association which provides educational and scientific services as well as advocating for better oral health.

The Union exists to represent the honour and integrity of the profession. It represents dentists in all dealings and negotiations with government and other relevant bodies, and seeks to maintain just and reasonable terms of employment and proper remuneration for dentists.

The Union and Association are governed by the terms of their respective constitutions.

## The Head Office of the Union

Our Head Office is located at IDA House, Leopardstown Office Park, Sandyford, Dublin D18 F588. Tel: 01-2950072; Fax: 01-2950092; email: [info@irishdentalassoc.ie](mailto:info@irishdentalassoc.ie), Web-Site: [www.dentist.ie](http://www.dentist.ie).

The Chief Executive and all other staff are located at the Head Office.

## Representing Members

As a registered trade union, the work of the Union comprises work done on a collective basis on behalf of the members generally or groups of members as well as providing advice and representation of individual members. The Union represents members practising in a self-employed capacity as well as representing dentists holding third-party agency contracts.

Separately, it represents dentists engaged in contracts of service and is entitled to exercise its powers as a registered trade union within the provisions of the Trade Union Acts and the Industrial Relations Acts. Where the collective views of members are sought in the context of collective negotiations or a bona fide industrial dispute, it is the practice of the Union to organise ballots of all members directly affected by the issues in dispute in accordance with the rules of the Union and with the terms of the Industrial Relations Act, 1990 et seq.

## **Members as Employers**

Separately, members are entitled to receive information, advice and guidance in their capacity as employers but the Union does not offer representation to members in their capacity as employers. Where appropriate, members acting as employers can be directed to appropriate external professional advisers by Union officials.

## **Authorisation to Assist Delegates**

Where enquiries are received by practice staff purporting to contact us on behalf of members, we will require written authorisation by the member concerned before we will provide any assistance or information.

## **Scope of Competence**

The Union / Association will from time to time issue guidance for members relevant to their professional practice and the business needs of members.

Any information provided by the Union or Association should not be construed as representing professional legal, taxation, accountancy, regulatory or clinical advice, unless specifically stated otherwise and members are advised to seek clarity as to the status of the information provided where any doubt exists.

The tax affairs of individual members are a matter for those members and the Union / Association is not in a position to advise or comment on individual cases.

In addition, the Union / Association and its representatives are not tax advisors and, as stated in the Model Agreement documents which are made available to members, any person who intends using the Agreement should take independent professional advice.

The Irish Dental Association, its servants or agents do not accept any responsibility for any loss or damage occasioned by any person acting or refraining from acting as a result of the material in such Agreements. Professional advice, including as appropriate legal, accountancy, taxation, actuarial and insurance advice should be sought independently.

In particular, members should ensure that any Agreement they choose to employ, whether based on a template agreement supplied by the Union / Association or otherwise, adequately covers the particular individual arrangements that exist between the parties. If a template agreement provided by the Union / Association is amended by a member or his / her advisers (e.g. to include additional clauses or text or to remove some of the existing text), it is important that the member should seek his/her own professional advice to ensure that the amendments do not create unforeseen tax or other consequences. Neither the Union nor the Association makes any warranty about the suitability of any template agreements supplied to members and accepts no liability arising out of the use of any such template agreements.

## **Service to Members**

The services offered to members of the Union and Association include the following:

- Representation of the profession in negotiations with Government Departments, the Health Service Executive ("HSE") and other relevant bodies;
- Exclusive access to Continuing Professional Development ("CPD") and educational events;
- Practice Management Advice (Associate Agreements, Partnership Agreements, Hygienist Agreements, Advice on Buying and Selling a Practice, Advice on Marketing a Dental Practice);
- Employment Relations Service - Advice for Dentists as Employers and Employees;
- Journal of the Irish Dental Association;

- Regular Email Updates and Newsletter;
- Exclusive 'Members Only' area on IDA website which provides members with access to ...;
- Free listing in the 'Find a Dentist' - members of the public can search and find YOUR practice;
- Entitlement to become a member of Credit Union, Benevolent Society and Golf Society;
- Participation in International Dental Affairs, including membership Council of European Dentists ("CED");
- We will provide reasonable notice of our cancellation policy for events and where necessary outline our policy where admission capacity is limited.

### **Service Standards**

In all matters it handles, the Union / Association is committed to providing a high quality service to our members and we constantly seek to improve our service standards.

Members should expect the following standards of service when they contact our office.

### **Enquiries and Information**

- We will deal with enquiries with courtesy, sensitivity and minimum delay.
- We will acknowledge receipt of written correspondence within three working days of receipt.
- We will seek to answer 50% of telephone calls received within the same day and 90% of calls within the following 48 hours.
- We will try to ensure that the information we provide - in person, by phone, e-mail, print or online is clear, up-to-date and accurate.
- We will provide you with our name and explain, where necessary, our role within the organisation.
- We will offer you a contact name, telephone number and email address (if contact by email) so that you can contact us again if necessary.
- If your query needs to be transferred to another colleague, we will tell you the name of that colleague and explain why you are being transferred.
- We will ensure your right to privacy and confidentiality.
- We are committed to meeting our legal requirements under data protection legislation and for further information you should view our privacy statement which is available to view on our website and which explains how we deal with requests submitted under the data protection legislation.
- We will provide you with redress where you wish to register a complaint arising from your request for service or assistance.

### **Members' Complaints Procedure**

Our aim is to ensure that there is no cause for complaint from our dealings with members, If however a member is unhappy with the service received from the Union / Association we will employ the following complaints procedure:

*(i) Informal resolution*

The CEO will engage with the member and the team and work to achieve an informal resolution between the Union and the member.

*(ii) Formal escalation and resolution*

If the matter is not resolved informally to the member's satisfaction:

- a formal complaint will be referred to the Executive Committee of the Union for resolution with a recommendation for resolution to be put to the member;
- if required, the complaint can be escalated further for further consideration by the Chairperson of the Executive Committee (together with a sub-committee of the Board at the Chairperson's choosing if appropriate);
- in the unlikely event that these steps are unable to resolve the complaint, we will refer the matter to independent third party mediation (the expense to be divided equally by the parties) by a suitably qualified person to be agreed with the member.

On completion of the investigation and resolution of the issue the member will receive correspondence detailing lessons learned and / or any plan of action that may be necessary to ensure the same issue does not arise again.

**Confidentiality**

Where members have personal or commercial problems arising in their practice, they can raise these with the Chief Executive or a nominated colleague, with a view to securing advice and/or representation (in the case of dentists holding a contract of service only) on the issue concerned. In some instances, the issue may be such that the member wishes that the details be kept confidential to himself/herself and a particular nominated other person.

The Union places the highest priority on protecting the confidentiality of members' interests and their personal and private details shall not be disclosed to any third party except where required by law or with the express permission of the member concerned.

**Branch Events**

Separate detailed guidance on the protocols to apply as regards the provision of services or the organisation of events at Branch level is dealt with elsewhere and a copy of our separate policy relating to Branch events and services is available on request.

**Conflict between Members**

Where there is more than one member involved in an issue and there is a conflict between members, two different officials will handle the matter involved from the perspectives of the members concerned. In such instances, the two officials will operate on the basis of "Chinese Walls" between them when dealing with such issues. The CEO will act in a supervisory capacity in relation to any such conflicts and will facilitate both parties in making any necessary arrangements in pursuit of successfully resolving any conflict.

Where appropriate, it shall be permissible for the Chief Executive or President to explain and propose the appointment of an external mediator whose appointment would require the agreement of both parties to

the dispute and agreement on the terms of reference and conditions applying, including estimated costs. The Union / Association will only suggest accredited mediators, in membership of a body recognised by the Mediation Act 2017, for consideration by the parties in dispute in such instances.

### **Members' Conflict Procedure**

All complaints will be dealt with using the Union's / Association's Members Conflicts Procedure which may be summarised as follows:

*(i) First Stage resolution*

The CEO will appoint appropriate members of the Union / Association team to assist each member and those team members will engage with the members and work to achieve an informal resolution in conjunction with the Union / Association team.

*(ii) Formal escalation and resolution*

If the matter is not resolved in the First Stage process to the satisfaction of the members the CEO will assist the members in appointing an independent third party mediator to assist in facilitating a successful resolution to any complaints (the cost of which will be borne equally by each member).

### **How Members Can Help the Union in Service Delivery**

We may need to verify your membership details and would ask you to have these to hand when you call us.

We want to provide the highest standard of service to our members and would ask that prior registration for events is arranged by members where at all possible.

We will provide reasonable notice of our cancellation policy for events and where necessary outline our policy where admission capacity is limited. We expect our members to support and acceptance such policies.

We expect that members will treat our staff with courtesy, respect and patience.

We expect that members will never be abusive or threatening to our staff and we will not tolerate such behaviour. Where a member engages in such behaviour, the following process will be initiated:

### **Members' Conduct Procedure:**

**(a) Initial Stage:**

In the first instance, any such incident will be brought to the attention of the CEO who will contact the member to discuss their behaviour and to inform them of the consequences of further behaviour of this nature. If that member agrees not to repeat the behaviour the matter will not be taken any further.

**(b) Second Stage:**

Where a member is repeatedly being abusive and / or threatening, or in instances where the behaviour warrants immediate action without contact from the CEO, the Union may exercise its powers to remove or suspend a member in accordance with the provisions of Paragraph 1.3 of the Constitution of the Union as set out at the "*Removal of Members*" section.

**Policy Review**

This policy was adopted by the Board of Directors on March 23<sup>rd</sup> 2018 and will be reviewed no later than three years after the date of adoption and at intervals of no more than two years thereafter.

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