

Cambridgeshire Primary Care Trust

Recognition Agreement

Date: March 2007

Cambridgeshire Primary Care Trust

Recognition Agreement

1. Recognition

- 1.1 The purpose of this document is to set out the arrangements for the recognition of trade unions within the Cambridgeshire Primary Care Trust (known hereinafter as the 'Trust').
- 1.2 The Trust accepts that employees at all levels of the organisation may belong to a Trade Union and may require their services.
- 1.3 The Trust recognises those Trade Unions listed below for the representation of members on individual issues, and for consultation in respect of their members who are employed by the Trust:-

Amicus

British Dental Association (BDA)

British Dietetic Association (BDA)

British Medical Association (BMA)

Chartered Society of Physiotherapy (CSP)

General and Municipal Boilerworkers Union (GMB)

Royal College of Nursing (RCN)

Society of Chiropractors and Podiatrists (SOCP)

Transport and General Workers Union (TGWU)

UNISON (includes nos for MIP and BAC and Occupational Therapists - BAOT)

(known hereinafter as 'unions')

- 1.4 The Trust will in addition also recognise those unions listed for Collective Bargaining purposes as set out in this agreement.
- 1.5 The Trust agrees that it will not recognise or negotiate with unions not listed in this agreement. However, the Trust will be comply with the Employment Relations Act (ErelA) 1999 on the recognition of trade unions which are not currently recognised.
- 1.6 The pay, terms and conditions of Trust Executive Directors, Senior Managers and the management element of Clinical Managers' contracts will be excluded from these arrangements and will be determined by the Trust. For these purposes, Senior Managers are defined as all Managers employed on, Very Senior Managers, Senior Managers Pay and Senior Nurse Manager's pay.
- 1.7 Both sides agree that a condition of entering into this agreement is that all organisations party to the agreement will participate positively and constructively.
- 1.8 These arrangements shall serve as the mechanism for finding solutions and avoiding disputes and are based on the desire to improve employee relations between the parties.
- 1.9 Any agreement reached within these arrangements shall apply to all staff covered by these arrangements.
- 1.10 Any recognition rights given to a Trade Union are conditional on the Trade Union demonstrating it has members employed by the Trust, as validated by ACAS.

If a Trade Union has no members employed by the Trust for a period of six months or more it will review the recognition of that union and therefore the rights referred to

in this agreement.

2 General Principles and Scope of Agreement

2.1 The Trust and unions have a commitment to working in partnership to ensure that our common objective in the long-term is ensuring efficiency and success of the Trust for the benefit of all, patients, employees and the community we serve.

2.2 Both sides recognise that their pursuit of this common objective under this recognition agreement shall be by:

- (i) Negotiation - for the purposes of reaching agreement and avoiding disputes. The scope of such negotiation shall be on terms and conditions and rates of pay, where agreed, which are subject to the national and regional negotiating bodies, and any other matters that both sides agree should be subject to negotiation.
- (ii) Consultation - the exchange of views based on the general principle that the mere passage of information is not consultation. Consultation involves an opportunity to influence decisions and their application.

The scope of consultation shall continue to be those areas which have traditionally been dealt with by consultative process at local level, covering:

- (a) strategic planning decisions, including the allocation of resources, which have staffing implications;
 - (b) significant operational decisions likely to affect the job prospects or job security of particular groups or occupations;
 - (c) all aspects of the immediate job environment, plus those parts of the individual employment relationship not subject to collective bargaining.
- (iii) Communicating Information - keeping each side fully informed of all relevant matters.

2.3 The unions recognise management's responsibility to plan, organise and manage the activities of the Trust, according to the objectives set by the Trust.

2.4 The Trust recognises the unions' responsibility to represent the interests of their members; to work for improved conditions of employment and work, according to the unions' policies, for the employees covered by this agreement.

2.5 The management and unions accept that each has a responsibility to keep employees directly informed of matters concerning the activities of the Trust, but this does not obviate the requirement under this agreement to negotiate and consult through the recognised machinery on matters covered by this agreement.

2.6 The Trust and the unions recognise their responsibility to encourage all staff to make use of appropriate channels to ensure active communications throughout the organisation.

2.7 The Trust and the unions recognise their interdependence and agree that matters affecting their interests shall be considered jointly, both by consultation and negotiation as provided for in this agreement.

2.8 The Trust recognises that it is the right of employees to join a Union. However, the Trust recognises that truly representative Unions are to the mutual benefit of employees and the Trust and will support staff to become members and to participate in Union activities.

- 2.9 It is to be understood that arrangements reached will also apply to non-union members within the Trust. The Trust agrees that it will not negotiate with Unions not listed in this agreement concerning matters covered by this agreement.

3 Arrangements for Consultation and Negotiation

- 3.1 This agreement establishes a structure for management and trade union negotiations and consultation as detailed below:

3.2 Joint Consultation and Negotiating Partnership

(i) Purpose and Scope

- (a) The purpose of the Joint Staff Council (JSC) is to act as the overarching body of the organisation concerned with all employee relations issues; to carry out the detailed negotiations on those Trust-wide matters, which come within the scope of collective bargaining, to contribute to the consultative process on matters of higher importance more appropriately dealt with at this level and to provide a regular and effective means of joint discussion on a wide range of subjects, dealing with issues which have traditionally and are more appropriately dealt with at the local level.

- (b) The JSC shall consider the following matters:-

1. terms and conditions of employment, including physical working conditions;
2. allocation of work or the duties of employment as between workers or groups of workers
3. matters of discipline ie disciplinary procedure;
4. trade union membership;
5. facilities for trade union officials;
- 6 negotiation or consultation machinery and other procedures relating to the above matters including rights of recognition.
7. Receive and consider area Joint forum minutes and any aspect that either party could not resolve at local forum meetings
8. Receive Health and Safety reports

The JSC shall not discuss matters which:

- were not formerly subject to the national and regional negotiating bodies;
- are too narrow in scope, that affect only one or two individuals and are better dealt with more immediately by direct liaison between trade union/professional association representative and local management;
- beyond the purposes for which the Council is recognised
- except where it is agreed in advance by the joint secretaries that a particular matter shall be raised.

- (c) The JSC cannot be used to veto - either in advance or in retrospect - decisions which are properly the responsibility of the Management Team.

- (d) In addition to the JSC a Trust-wide Medical and Dental Negotiating Group (MNG) also exists. However, it should be noted that the MNG only covers matters exclusive to Medical and Dental (M&D) employees and the JSC will deal with other employment matters which cover all staff including M&D staff eg general HR policies and procedures.

(e) Each area will have sub committee / local forum, which will concern itself with local issues. This group will be subject to review after 6 months. (see appendix 1)

(ii) Membership

(a) Both sides will ensure that their membership is representative and that in any collective bargaining, they each have a mandate to negotiate and commit decisions.

(b) The management representatives on the JSC shall consist of up to ten members to be drawn from the Executive Team for the Trust and other senior officers, including Human Resources staff, according to the nature of the issues being discussed, one of whom will act as joint secretary.

(c) The composition and membership of the staff group of the JSC will consist of:

- up sixteen trade union members nominated by the Trade Union Committee. Full time trade union officials belonging to trade unions recognised by the Trust may attend these meetings in support of the local representatives and members.

- The breakdown of the 16 members are as follows

- Each union has one named representative.

- Unison which includes BAC and MIP have 4 more places

- RCN have 2 more

(d) Where the Joint Secretaries agree in advance a deputy may be nominated for attendance at the Council whenever a full member cannot attend. The deputy shall have the right to participate fully at the Committee's meetings.

(e) Additional members of the management and/or staff-side may be co-opted to attend meetings of the Council for agenda items in which they have particular interest. It shall be for the joint secretaries mutually to agree such attendances prior to Council meetings.

(f) If a representative of JSC ceases to be a member of employee or the Trust or a member of the appointing union, they will immediately cease to be a member of the Council.

(iii) Chairperson

The Management and the Staff Side Chairperson (to be appointed on an annual basis) will jointly chair the JSC. This will rotate from meeting to meeting.

(iv) Joint Secretaries

Each side of the JSC should appoint/elect its own joint secretary. The Management Side secretary will be responsible for the preparation of the agendas and minutes of meetings held, and for obtaining the agreement of the Staff Side secretary.

(v) Sub-Committees

When it is considered appropriate, the JSC can decide to appoint a sub committee, to hold detailed discussion on a particular issue(s) in accordance with the terms of reference, including the membership of the committee, agreed by the negotiating committee.

(vi) Meetings

(a) Meetings shall normally be held not less than six times a year. The Management and Staff Side secretaries shall have the power to cancel meetings or agree additional meetings or as and when required by either party.

- (b) A quorum of the committee shall consist of 40% of the full members of each side.
- (c) Items for the agenda shall be agreed between the Management and Staff Side secretaries and agendas shall be distributed by the management-side secretary to all members at least five working days before the date of each meeting.
- (d) The minutes of the meeting shall be produced by the Management Side secretary and approved by the Staff Side secretary before circulating them to members of the Council. The minutes of each meeting shall also be widely communicated by members of the Staff Side to staff in the Trust, within four working weeks of each meeting.

(vii) Review

The effectiveness of the negotiating forum will be reviewed annually and evaluated on its demonstrated ability to:

- contain its business to matters within the scope of this agreement;
- stick to the implementation schedule detailed within the agenda;
- reach agreements and resolve issues.

To this extent, the Trust is fully committed to actively supporting the development of an effective negotiations framework.

4 Facilities

- 4.1 The Trust will provide reasonable facilities to union representatives to conduct the business of the JSC or any sub committees in accordance with the "Facilities and Time Off Work for Accredited Representatives and Members of Staff Organisations" agreement.
- 4.2 The recognition afforded by this Agreement to any representative shall be withdrawn in the event that:
 - a) S/he resigns from the Union appointment for which the recognition has been granted.
 - b) The Unions notify the Trust in writing that the person has ceased to be a representative or official of the Union.
 - c) The representative is no longer employed by the Trust.

5 Interpretation and Variation

- 5.1 Any disputes as to the interpretation of this agreement shall be referred to the Joint Secretaries of the Joint Staff Council in the first instance. In the event of a failure to agree, the matter will be referred to the JSC and the appropriate procedure will be followed.

In the event of a dispute as referred to in 5.1 above, the status quo position will operate.

- 5.2 Any variation or amendment to this agreement may only be by the joint agreement of the JSC and only after a proposal has been submitted to a previous meeting for discussion.

6 Review

- 6.1 Both sides agree to review this agreement annually and either side may terminate it, giving six months notice in writing to the respective joint secretaries. In these circumstances, both parties would use their best endeavours to find mutually acceptable alternative arrangements during this six month period.
- 6.2 This agreement is not legally binding and is binding in honour only.

Cambridgeshire Primary Care Trust

This agreement is made between:

Cambridgeshire Primary Care Trust:

Signed..... Date.....

Management Side Chair of the Joint Staff
Council

Chris Banks

Staff Side Chair of the Joint Staff Council

Signed..... Date.....

Phil Kemp

Appendix 1

Local Area Forums – temporary sub committee

Purpose and Scope

The purpose of the local area forums is to discuss local employment relations issues with the main aim to resolve as quickly and effectively as possible as near to the source as possible.

A local area forum will be held once a quarter in the following areas; East Cambs and Fenland, Huntingdonshire, and Cambridge City and South Cambs

These local forums which have been set up as a result of the significant amount of change within the organisation will be reviewed in eight months to ensure that they are still appropriate and may if either party consider not, be disbanded.

Membership

Local Staff side reps from the recognised unions listed in 1.3 of the main document

Unison

East Cambs and Fenland – Liz Crack

Huntingdonshire – Barbara Keegans

Cambridge City and South Cambs – Marie Anderson

Other unions will need to confirm their nominated representative as soon as possible

Terms of Reference

These will be agreed at the first meeting, but in essence these meeting will concern themselves with operational issues while the JCNP will be a decision making body.