

DUDLEY CLINICAL COMMISSIONING GROUP RECOGNITION AGREEMENT

1. INTRODUCTION

1.1 The purpose of this agreement is to determine trade union recognition and representation within the Dudley Clinical Commissioning Group and establish a framework for collective bargaining and negotiation on matters such as terms and conditions of employment.

1.2 Dudley Clinical Commissioning Group believes that fully representative unions lead to good employee relations and will therefore encourage its staff to belong to an appropriate trade union and take part in its activities although membership is not a condition of employment.

1.3 Dudley Clinical Commissioning Group recognises the following unions as the appropriate trade unions and professional bodies for the purpose of sole collective bargaining rights for staff:

- British Medical Association (BMA)
- UNISON
- Managers In Partnership (MiP)
- Royal College of Nursing (RCN)

1.4 Dudley Clinical Commissioning Group agrees it will negotiate and consult only with the recognised unions concerning matters covered by this Agreement. Dudley Clinical Commissioning Group will not negotiate with individual members of staff on matters within the scope of this agreement

1.5 Dudley Clinical Commissioning Group would use their discretion to recognise unions that have not been listed within the recognition agreement solely for the purpose of supporting their members through employee relations process.

1.6 Dudley Clinical Commissioning Group abide by statutory requirements and ACAS Codes of Practice, which refer to employer and Trade Union relationships.

2. GENERAL PRINCIPLES

2.1 Dudley Clinical Commissioning Group and the Trade Unions have a common objective to ensure the effective commissioning of health services and to work together for the benefits of patients and clients, and to secure, fair and consistent conditions for the staff within the Dudley Clinical Commissioning Group, whilst establishing the highest standards of employee relations.

2.2 The Trade Unions recognise management's responsibility to effectively plan, organise and manage in order to achieve the objectives set by Dudley Clinical Commissioning Group

2.3 Dudley Clinical Commissioning Group recognise the role of the Trade Unions in representing the interests of their members and working for fair and consistent conditions of employment and work for all staff.

2.4 It is understood that the arrangements reached by negotiation will also be binding for staff that do not belong to a trade union.

2.5 These general principles are supported by the commitment:

- To address issues promptly with the aim of reaching agreement
- To formulate and implement agreements effectively
- To minimise the need to seek recourse through the various disputes procedures.
- To provide information promptly when requested by either side
- To engage in honest and open discussion at appropriate levels within the organization
- Any staffing issues regarding HR and Policies to be brought to the relevant committee
- To encourage full staff engagement which agreed information from staff group to be fed into the formal quarterly meeting with the Chief Officer

2.6 Dudley Clinical Commissioning Group and Trade Unions will negotiate pay and terms and conditions for staff who are subject to Agenda for Change Terms and Conditions.

3. INFORMATION, CONSULTATION AND NEGOTIATION

- Dudley Clinical Commissioning Group and the Trade Unions recognise that they will pursue the long term success of the Dudley Clinical Commissioning Group for everyone's benefit by providing a forum for information exchange, consultation and negotiation.

3.1 Information

3.1.1 Both parties agree to keep each other fully informed of all relevant matters in a timely manner.

3.2 Consultation

3.2.1 It is accepted that the mere exchange of information is not consultation. Consultation involves meaningful discussion to influence decisions and their application. In particular consultation should cover:

- Strategic planning decisions, including the allocation of resources, which have staffing implications.
- Consequential operational decisions which are likely to affect the job prospects or job security of particular groups or occupation.
- All aspects of the immediate job environment, plus those parts of the individual employment relationship not subject to collective bargaining.
- Policy and procedures to be applied across the CCG.
- Management of Change Processes across the CCG.

3.3 Negotiation

3.3.1 For the purposes of reaching agreement on consultation and the avoidance of disputes, the scope of such negotiations will include the following:

- Interpretation of national Agenda for Change terms and conditions and any locally determined terms and conditions or the physical conditions in which any workers are required to work
- Engagement or non-engagement, or termination or suspension of employment or the duties of employment, of groups of staff (or exceptionally, principles arising from individual cases).
- Allocation of work or the duties of employment between groups of staff.
- Facilities for officials of Trades Unions
- Machinery for negotiation or consultation, and other procedures relating to any of the above matters, including the recognition by employers or employers' associations of the right of a Trades Union to represent workers in such negotiation or consultation or in the carrying out of such procedures.

3.3.2 Both management and Staff Side recognise that each side may need reasonable time to respond to proposals from either side and will agree a date for such response

4. JOINT NEGOTIATING AND CONSULTATIVE COMMITTEE (JNCC)

4.1 Due to Dudley Clinical Commissioning Group being a small staff group, the usual format of a JNCC will not be necessary. Quarterly meetings between Staff Side and Chief Officer will cover the legal responsibilities of a JNCC. However either party can call a JNCC at anytime if required. A formal report will be produced from the quarterly meeting and presented at the Dudley CCG Governing Body

5. TRADE UNION REPRESENTATIVES

5.1 Dudley Clinical Commissioning Group recognises the right of the Trade Unions to elect representatives from amongst their members to act on their behalf in accordance with their own rules and the terms of this Agreement and will support unions to develop adequate numbers of representatives. These representatives may have different roles within the workplace, which will be recognised in line with the relevant legislation. These roles include stewards, health and safety representatives, pension's representatives and union-learning representatives.

5.2 The election of representatives shall be determined by the Trade Unions.

5.3 The Trade Unions will inform the Human Resources department, in writing, who their accredited representatives are, their names, and the group of staff whom they represent or the function which they carry out. Any change in representative will be notified normally within 14 days of elections.

5.4 The Human Resources department will notify the representative's manager of the appointment and ensure appropriate facilities are provided.

5.5 Any action taken by representatives in the pursuit of their trade union duties under this Agreement, their legal obligations or their union rules shall not in any way affect their employment with Dudley Clinical Commissioning Group

5.6 It is recognised that, in the interests of effective collective bargaining, where relevant, full-time Unions officers will be involved in support of staff representatives.

5.7 The recognition and facilities given by this Agreement to any representative will be withdrawn if:

- The representative resigns as an accredited representative
- The Trade Union notifies the Human Resources department in writing, that the person has ceased to be a representative
- The person leaves the employment of the Trust.

6. FUNCTIONS OF REPRESENTATIVES

6.1 Dudley Clinical Commissioning Group and the Trade Unions recognise that the employee relations' functions of representatives are important duties in addition to their duties as employees of the Dudley Clinical Commissioning Group. Their functions and responsibilities are as follows:

- To be accountable to their members
- To promote excellent employment relationships between staff and management facilitated through partnership.
- To undertake employee relations duties, to be consulted and to negotiate on behalf of their constituency. This may include members' problems at work, grievances, discipline, matters of health and safety, equal opportunities issues, pay and conditions
- To promote full Trade Union membership amongst all employees
- To meet with other representatives or officials or full-time Trade Union Officers on matters covered by the Agreement
- To attend meetings of the appropriate Trade Union of which the person is a representative or of which he/she is an official (such as Branch or Branch Committee meetings) where this is in pursuance of Trade Union duties.
- To communicate with members and to communicate with departmental or Cluster management, and their relevant Union bodies
- To represent their Trade Union at the joint negotiating or consultative machinery at local, regional or national level
- To seek to ensure that agreements are adhered to at constituency and departmental level
- To organise meetings of members during working hours with no loss of earnings where this is in furtherance of employee relation matters within the Dudley Clinical Commissioning Group

6.2 Dudley Clinical Commissioning Group and Unions recognise that, in addition to employee relations functions, it is in the interest of the effective and democratic operation of the Unions that representatives or officials participate in other activities of the Trade Union and that such activities may include:

- Participation, as a representative, in meetings of official policy making and consultative bodies of the Trade Union such as annual conferences or regional meetings
- Representing the Unions on external bodies such as committees or working parties within the official Trade Union structure
- Holding office on official bodies of the Trade Union

6.3 Permission to engage in such Trade Union activities will not be unreasonably withheld.

6.4 If it appears that a representative is not able to fulfill their staff organisation function, or fails to do so, management will raise the matter with the full time officer of the appropriate organisation in the first instance but reserve the right to withdraw recognition rights from that representative should the concerns not be satisfactorily resolved.

7. FACILITIES FOR TRADE UNION REPRESENTATIVES

7.1 Disclosure and Provision of Information

7.1.1 Information which is required for the purposes of consultation, negotiation and collective bargaining will be made available to Trade Union representatives as required.

7.1.2 Guidance on the disclosure of information is contained in the ACAS Code of Practice - Disclosure of Information to Trade Unions for Collective Bargaining purposes and this will be adhered to. Lists of those using the check off system will also be provided. This includes the provision of electronic check off files. All information will be provided as promptly as reasonably practicable. In accordance with good employee relations practices, the Dudley Clinical Commissioning Group wishes to be as open, transparent and helpful as possible in meeting trade union requests for relevant information.

7.1.3 Taking account of Freedom of Information legislation and following the principles outlined in the ACAS Code of Practice 2 'Disclosure of Information to Trade Unions for Collective Bargaining Purposes', all parties to this agreement will discharge their responsibilities to ensure that any requests for information can be processed effectively and efficiently.

7.1.4 It is anticipated that shared information for the purposes of meeting legal and/or procedural requirements will be dealt with confidentially and appropriately in accordance with the Data Protection Act provisions. Any such information will be securely stored and destroyed once its purpose has been fulfilled.

7.2 Time Off

7.2.1 A Staff Side lead will be elected and appointed by the Trade Union Representatives as Staff Side chair and will liaise directly with Dudley Clinical Commissioning Group Chief Officer and HR on behalf of Staff Side. Their role will be:

- To be a member of a recognised Trade Union and be accountable to their members
- To promote excellent employment relationships between staff and management facilitated through the Recognition Agreement
- To meet with other representatives, officials or full-time Trade Union Officers on matters covered by the CCG Recognition Agreement
- To attend quarterly meetings and cascade information in a timely and appropriate manner
- To communicate with members and CCG management on matters relating to Trade Union issues
- To be the responsible officer to liaise with the CCG and staff representatives

7.2.2 The following functions and responsibilities are regarded as Trade Union duties and as such, representatives will be allowed to take reasonable time off with pay, and if for the Dudley Clinical Commissioning Group with travel expenses, to carry out these duties:

- Representation of their members, which may include attendance at disciplinary, grievance and appeal hearings and preparation time for those hearings
- Investigation of any complaints or difficulties raised by members, including issues of health and safety
- Making representations to management on those issues
- Attendance at meetings for the purpose of joint consultation and negotiation
- Preparation time for consultation and negotiation meetings
- Consulting and informing members of the outcome of negotiations or consultation with management
- Attendance at meetings with management for purpose of dealing with specific issues
- Carrying out health and safety audits
- Attendance at meetings of trade union representatives
- Appearing before an external body e.g. an Employment Tribunal on behalf of a member that, is dealing with an employee relations matter concerning the employer
- To organise the activities of other representatives within Dudley Clinical Commissioning Group
- Attendance at relevant training events, courses and conferences

N.B this list is not exhaustive.

7.2.3 If the duties take place on the representative's day off or while the representative is not at work, then the representative will either be paid for time spent or an equivalent amount of time off in lieu will be given at a time to be agreed with their manager. Travelling time will be included.

7.2.4 Management will always endeavor to ensure that meetings take place while the appropriate representatives are at work. However it is acknowledged that this may not always be possible (in which case, suitable alternative arrangements will be made).

7.2.5 Representatives and management should be aware of the difference between trade union duties and trade union activities. Dudley Clinical Commissioning Group encourages representatives to take part in the activities of their trade union and reasonable time off will be granted, whether this is paid or not will be subject to discussion.

7.2.6 Trade union representatives should notify their manager, as far in advance as possible when they require time off to carry out their trade union duties. These requests will not be unreasonably refused. Managers should be given a general idea of the nature of the business for which time off is required, (bearing in mind the need for confidentiality) together with the intended location and estimated period of absence.

7.2.7 It will be management's responsibility to make the operational arrangements for time off.

7.2.8 There may be times when the needs of the service make it impracticable for representatives to be granted time off. There is an obligation on the employer to demonstrate why the requested time off is not practicable. In these circumstances alternative solutions should be examined and attempts made to reach agreement. In the event of disagreement the matter will be referred to a senior representative or full time

officer of the relevant union along with a member of the Human Resources department. All attempts will be made to resolve the issue at this level. However, if the situation remains unresolved, redress may be sought through the Disputes Procedure.

7.2.9 Dudley Clinical Commissioning Group recognises that there may, on occasions, be an advantage in holding Union meetings during working hours. Where Unions propose to hold a meeting of members during normal working hours, the representative(s) or official(s) concerned shall notify the appropriate manager(s) of the department(s) where the numbers are employed and shall agree the arrangements, including the time and location of the meeting, with Dudley Clinical Commissioning Group.

7.2.10 Subject to the needs of the service Dudley Clinical Commissioning Group will allow paid time off for one delegate per organisation to attend their organisation's national conference. Any request for more than one delegate to attend will be subject to the discretion of management.

7.3 Office facilities

7.3.1 Dudley Clinical Commissioning Group will provide adequate facilities to trade union representatives to allow them to carry out their agreed functions such as:

- The use of official telephones in privacy
- The use of offices and secure storage facilities.
- The provision and use of notice boards for official trade union/professional purposes on Dudley Clinical Commissioning Group. This includes electronic notice boards and the intranet
- Facilities for representatives or officers to interview members in privacy
- Facilities for the purpose of holding meetings between members and representatives, or with full time officers.
- Facilities to enable trade union elections to take place during working hours.
- Facilities for the purpose of training trade union representatives
- The use of the Dudley Clinical Commissioning Group internal post system
- Access to the Dudley Clinical Commissioning Group managers to make representation on behalf of the trade unions and to discuss matters covered by this agreement.
- The use of fax machines, internet, intranet and email word processing and computer facilities including email and access to the internet, and photocopiers to carry out their duties.
- The provision of facilities that safeguard and maintain the integrity of data including remote access.
- Access to employee induction courses to meet with staff
- Lists of new employees will be made available on request. These lists will comprise of the employee's name, occupation and location.

8. TRAINING

8.1 It is the responsibility of the Trade Unions to ensure that their representatives are appropriately briefed on and trained in their duties, the rules and practices of their Trade Unions and Employers and the appropriate agreements and procedures generally.

8.2 Dudley Clinical Commissioning Group will assist recognised Trade Unions to discharge their duties and responsibilities by allowing reasonable time off with pay for training which is

approved by the TUC or an independent Trade Union or agreed by management and Staff Side to be in accordance with the Staff Side role.

8.3 Initial basic training should be undertaken as soon as reasonably practicable after the representative is elected or appointed.

8.4 Release for training is subject to the approval by management and it should not be unreasonably refused. Normally applications should be made at least 4 weeks prior to the commencement of the course. All applications must be accompanied by a study leave form.

8.5 Fees and expenses associated with the training will be the responsibility of the Staff organisation concerned. Representatives may attend relevant courses organised by the Dudley Clinical Commissioning Group or by other authorities within the NHS. In such cases, time off with pay will be given and Dudley Clinical Commissioning Group shall meet the expenses and fees in accordance with the employee's terms and conditions of service.

9. INVESTIGATIONS/DISCIPLINARY ACTION AGAINST TRADE UNION REPRESENTATIVES

9.1 No formal disciplinary action will be instigated against an accredited Trade Union representative until the relevant full time officer has been informed. No Trade Union representative will be suspended without informing their relevant full time officer in advance unless all attempts to do so have been unsuccessful. This situation should rarely be encountered. Where nominated officer contact is available on a 24 hour basis, this likelihood should be further reduced. However, all parties are cognisant of the need to maintain safe working practice at all times.

10. INTERPRETATION, VARIATION AND TERMINATION

10.1 Any need for clarification of this agreement shall be referred to the quarterly meeting in the first instance with the involvement of the full time officers as necessary. If the matter is not resolved within 12 weeks of the reference arising, the matter will be referred to ACAS by either party, for conciliation, or by joint agreement, for arbitration.

10.2 Whilst the procedure above is being followed, a situation of 'status quo' will exist, i.e. no changes will be implemented to the pre-existing situation. Dudley Clinical Commissioning Group is committed to exhausting all the procedures.

10.3 Management and Staff Side will jointly review the collective performance and effectiveness of the quarterly meeting annually (or earlier if circumstances warrant this).

10.4 This document may be amended from time to time by agreement of Staff Side and Chief Officer, Dudley Clinical Commissioning Group.

10.5 The Appendices form part of this agreement and can only be changed by joint agreement.

10.6 This agreement may be terminated by either side giving six months notice of termination in writing to the other side with reasons for termination.

10.7 The notice period will be used to negotiate a new Agreement.

This recognition agreement is in line with the Trade Union and Labour Relations (Consolidation) Act 1992.

SIGNATURES

NAME PAUL MAUBACH, CHIEF OFFICER

ON BEHALF OF DUDLEY CCG,

DATE 1 April 2013

SIGNATURE 

NAME JULIA DIXON

ON BEHALF OF STAFF SIDE

DATE 1 April 2013

SIGNATURE 