

## **PARTIES**

Care Quality Commission

Trade Unions:

- Unison
- Royal College of Nursing (RCN)
- Public and Commercial Services Union (PCS)
- Prospect
- Unite

**Commencement Date of Agreement: 3 August 2009**

## **STATEMENT OF PURPOSE**

1. The CQC employee relations environment is based on the principles of full and equal access, engagement and involvement. Participants include recognised trades union representatives, a staff forum, equality and diversity groups and advisory groups.
2. The purpose of this Agreement is to determine the framework for consultation and collective bargaining between the Care Quality Commission and the Trade Unions who represent employees of the Commission. This Agreement will reflect the Commission's core values which include in the context of this Agreement, the provision of fair and equitable treatment for all employees, a healthy and safe workplace and high quality conditions of service which meet and ideally exceed best practice.
3. Under the arrangements detailed in this Agreement, the Commission's Management and the Trade Unions, as joint signatories, undertake to work together to ensure that the employees and clients of the Care Quality Commission receive the highest level of support and service possible: Such joint working will include, as a minimum:-
  - Co-operation and flexibility to achieve positive industrial relations
  - Agreed frameworks for all consultation and collective bargaining
  - Full regard to Department of Health and NHS Best Practice Guidance
  - Effective communications with employees at every level
  - Promotion of the involvement of employees at all levels
  - Commitment to employee development and "lifelong learning"
  - An undertaking to seek to avoid compulsory redundancies.

## **KEY PRINCIPLES**

4. In developing this Agreement, the Commission and the Trade Unions agree to the following principles:-

- All partners agree to abide by the principles of the Commission, reflect its vision and values and undertake activities that will contribute to the success of the Commission
- The Trade Unions recognise the Commission's responsibility to plan, organise and manage the work of the Commission to enable it to deliver its overall aims and objectives
- The Commission recognises the right of employees to join Trade Unions.
- There will be no detriment to employment or career prospects for Commission employees who undertake duties as Trade Union representatives
- The Commission and the Trade Unions recognise the importance of partnership working, joint consultation and collective bargaining.

### **TRADE UNION RECOGNITION**

5. The Care Quality Commission working principle is to formally recognise Trade Union groups that hold membership of more than 10% of the relevant bargaining unit of the total CQC workforce. However, in Year 1 and for the purpose of this Recognition and Facilities Agreement and, subsequently for consultation, collective bargaining and employee relations, CQC will recognise the following Trade Unions in 2009/10:-

- Unison
- Royal College of Nursing (RCN)
- Public and Commercial Services Union (PCS)
- Prospect
- Unite

This will be reviewed in December 2010 in line with section 6.

6. Recognition will be reviewed as stated below in sections 33) and 34), and will be based on the provision on a report of membership numbers by staff category and location, where possible, to ensure fair and adequate representation. A report of membership numbers will be provided by the unions to CQC on an annual basis.
7. This Recognition and Facilities Agreement shall not confer the right to be consulted or to bargain collectively or represent collectively for or on behalf of employees in Tiers 1 to 3 (the Chief Executive, Directors and Heads of Services).

### **JOINT NEGOTIATING AND CONSULTATION COMMITTEE (JNCC)**

8. The Joint Negotiating and Consultation Committee (JNCC) shall be the body for the purposes of negotiating and consultation with the recognised Trade Unions. The outcome of any negotiations or consultations will impact on all employees in levels Tier 4 and below. Negotiation will take place through accredited representatives of the recognised Trade Unions.

9. The JNCC's purpose is to take forward issues which require negotiation including:

- employment terms and conditions for staff
- pay and benefits including annual salary reviews

The Care Quality Commission will consult with the JNCC with the view to reaching agreement on issues that may arise from time to time including:

- non-contractual employment policies
  - new employment-related arrangements
  - the situation, structure and probable development of employment within CQC and on any anticipatory measures envisaged, in particular where there is a threat to employment within CQC
  - decisions likely to lead to substantial changes in work organisation or in contractual relations
10. Trade Union representatives will be appointed to the Trade Union Side of the JNCC in accordance with each Union's rules to represent collective and individual member interests. The Trade Unions will notify the Commission's Management of the names of the elected representatives. Nine trade union representatives will be entitled to attend the JNCC, on a proportionate basis, 4 from Unison, 2 from RCN, 1 each from PCS, Prospect and Unite.
- Deputies may be nominated where standing members are absent. Full Time Officers from each of the Trade Unions will attend the meetings ex-officio as and when required. A Trade Union Side Secretary will act as a central point of contact and co-ordination. The Trade Unions will notify the Director of OD & HR on an annual basis as to who will be serving as the Trade Union Side Secretary.
11. A representative from the staff forum may be invited to attend the JNCC from time to time.
12. Five management representatives will be appointed to the Management Side of the JNCC by the Chief Executive of the Care Quality Commission. The representatives will include the Director of Organisation Development & Human Resources, Head of Human Resources, Head of Employee Relations & Engagement and a note taker. A fifth management representative will be invited to the meeting based on the agenda items raised.
13. A Management Side Secretary will be appointed who will be responsible for co-ordination of meetings, distribution of papers and liaison with the Trade Union Side Secretary.
14. The Chairperson of the JNCC shall be elected from the membership by those present at the first meeting. The Vice-Chairperson shall be elected from the membership by those present at the first meeting, and shall be from the alternate side to the Chairperson, and will be responsible for deputising for the Chairperson in their absence. There will be a periodic rotation every six months.
15. Meetings shall be held periodically but not less than monthly or as agreed by the JNCC. A Quorum for a meeting will consist of 50% Management and 50% Trade Unions side representatives, but not less than 1 representative from each Trade Union organisation, unless agreed in advance by the Trade Union Organisation.
16. CQC Management will make arrangements for meetings, agendas, papers, progression of business, minutes, actions and agreed communications consequent upon meetings.
17. Meetings will be arranged with the Chief Executive from time to time to be updated on the strategic objectives for CQC.

## **RECOGNISING THE ROLE OF OTHER FORA**

18..The JNCC will recognise and consult where appropriate with the CQC staff forum, CQC equality and diversity groups including BME, GLBT, DAWG and the CQC Carers Advisory Board as partners in the CQC Employee Relations environment.

## **AGREEMENTS AND FAILURE TO AGREE**

19.Decisions reached by the JNCC will form recommendations to the Care Quality Commission and to the Trade Unions respectively, who will formally consider acceptance and ratification.

20.Where there is a failure to agree, that failure will be recorded in the Minutes of the JNCC. Where a failure occurs, the procedure for resolving disputes provides for a referral to a hearing chaired by a person nominated by the Chair or Vice Chair of the JNCC, and acceptable to both sides.

21,The role of the person so nominated will be that of a conciliator/mediator. The person so nominated will be expected to explore the various issues giving rise to the dispute with a view to an agreed settlement. If the dispute remains unresolved, the matter may be referred to the Advisory Conciliation and Arbitration Service (ACAS), by either party to the dispute for conciliation or by joint agreement of the parties to the dispute for arbitration. The status quo will be maintained for the duration of the dispute and until the disputes process has been exhausted.

## **REGIONAL JOINT CONSULTATIVE COMMITTEES (JCCS)**

22.Regional Joint Consultative Committees will be established for each region or business area of the Commission and for the National Contact and Central Processing Centre at Newcastle. Where a new unit or area of work is established, a separate (additional) JCC may be established if requested by Management or Trade Unions to ensure issues arising in the new unit or work area are addressed speedily and effectively.

23.The Regional JCCs will mirror national arrangements so far as is possible but in addition to dealing with consultation on regional issues and local matters for negotiation, they will also address local Health and Safety issues. JCCs will have no negotiating remit in matters relating to pay or the terms and conditions of the Commission's employees. Membership will be determined by the Management and Trade Union representatives for the region but should generally reflect JNCC arrangements. Regional JCCs may agree to refer issues which cannot be resolved locally or matters which are considered to extend beyond a particular region's ambit to the JNCC.

## **TIME OFF AND TRADE UNION FACILITIES**

**(for further details, please refer to the appended facilities agreement)**

24.The following may be elected in accordance with each Trade Union's rules, having regard to the size and location of each union's membership:-

- National and Regional leads including Trade Union Side Secretary
- Workplace representatives

- Health and Safety representatives
- Union learning representatives
- Equality representatives

### Facility Time

25. In order to carry out their duties in relation to aspects of employment relations or representation of individual members the following may be agreed where required:-

- Reasonable time off for those persons set out at section 24 above
- Reasonable regular defined periods of release for National and Regional leads
- Agreed block of specific full-time release for TUS Secretary role
- Additional release time for specific projects as agreed by the JNCC members
- Where representatives have full-time release provision to return to their substantive post or a suitable alternative subject to prior consultation
- Reasonable release time for representatives to undertake industrial relations duties supporting employees in personal cases, by agreement with management

### **TIME OFF FOR TRAINING**

26. Trade Union representatives will fulfil their duties more effectively if they are able to access regular training approved by their union.

- Specific recognition of the need for newly appointed Trade Union reps to be granted reasonable paid time off to complete initial union stewards training as soon as possible after appointment subject to management agreement
- Specific reasonable provision of paid leave for attendance of Trade Union approved training courses or events relevant to their Trade Union duties, subject to management agreement

### **PROCESS**

27. Requests for time off will not be unreasonably refused and normal workloads (including caseloads where applicable) will be reduced when Trade Union workload can be shown to be heavy.

28. A system to record all requests, and the reasons for any refusals will be recorded and monitored by workplace representatives. Trade Union officers who are CQC employees will record time spent on Trade Union duties in an agreed manner and reviewed on a regular basis.

### Review

29. The matter of time off for Trade Union activities to be kept under review and the first such review to be undertaken jointly by Management and Trade Unions in December 2009.

### **FACILITIES**

30. The commission agrees to provide appropriate facilities to union representatives to enable them to discharge their duties including:

- Lockable filing
- Confidential telephone, mobile, fax, internal mail, email
- Notice boards in all work sites
- Access to a Printer and Photocopying
- Facilities to hold union meetings in Commission premises or meeting venues hired by the Commission
- Intranet static page to advertise each Trade Union
- Intranet live page to post agendas, minutes of meetings and joint communications
- Trade union reps will have reasonable business expenses met incurred by their union duties

### **PROMOTING UNION MEMBERSHIP**

31. It is in the interest of the Commission to promote Trade Union membership so that Commission staff have the opportunity to participate and are able to have their views reflected in the Organisation's decision-making. Measures to include:

- Check-off facility for the payment of union subscriptions
- Provision of names and workplaces of starters and leavers, subject to the Employment Practices Data Protection Code
- Provision for new starters to talk to Trade Union representatives at the start of their employment
- Trade Union participation in Commission recruitment "roadshows"
- Provision for inclusion of Trade Union literature with new joiner materials
- Separate email accounts to be set up for union reps to ensure that business emails are not mixed up with union emails

### **SUPPORT FOR REPRESENTATION OF INDIVIDUAL MEMBERS**

32. The Commission recognises the importance of employees having the right of representation by their recognised Trade Union officers and undertakes to facilitate such arrangements. These measures include:-

- Advising employees of their right of representation if the subject of a disciplinary inquiry or grievance hearing
- Access to documents relating to all relevant agreements and policies
- Provision to call in union branch and full-time officers by arrangement
- Reasonable paid time off in working hours for union reps to discuss grievance and disciplinary matters and to prepare cases, attend tribunals
- Where members in more than one location are affected a group grievance procedure will apply.
- Reasonable paid time off to attend TU meetings as outlined in the appended facilities agreement. Facility time that falls outside the agreement will be considered on an individual basis.

### **REVIEW OF AGREEMENT**

33. A joint review of the operation of this Recognition and Facilities Agreement will take place in December 2010 and annually thereafter.

34.The addendum on facility time will be jointly reviewed in June 2010.

**TERMINATION**

35.Any party to this Agreement may withdraw by giving six months written notice of their intention to withdraw. Such notice, giving the reasons for withdrawal, should be sent to both the Management side and Trade Union side secretaries.

**SIGNATORIES TO THIS AGREEMENT:**

.....

..... (print name)

Date:.....

On behalf of the Care Quality Commission

.....

..... (print name)

Date:.....

On behalf of Unison

.....

..... (print name)

Date:.....

On behalf of the Royal College of Nursing (RCN)

.....

..... (print name)

Date:.....

On behalf of Public and Commercial Services Union (PCS)

.....

..... (print name)

Date:.....

On behalf of Prospect

.....

..... (print name)

Date:.....

On behalf of Unite

.....

..... (print name)

Date:.....