



## **PARTNERSHIP AGREEMENT**

Cafcass is a child centred organisation providing services to children and their families, promoting solutions which address the child's best interests and giving advice to the courts when they are asked to decide on the future arrangements for children in both public and private law applications. Cafcass and the Trade Unions share a commitment to the provision of high quality services and see these as most likely to be achieved through developing an organisation which values and develops its staff and recognises the essential contribution they make. Cafcass is confident that this agreement provides the basis for a continuously improving partnership that will lead to long term solutions that work both for staff, and more importantly, for children and families.

### **INTRODUCTION**

This Partnership Agreement outlines how Cafcass and the Trade Unions will work together to promote effective partnership working on the workforce implications of policy and change programmes. It recognises respective roles and responsibilities, establishes shared values and common purpose and sets out some key principles for effective joint working. Trade Unions play a central role in giving Cafcass' staff a voice at a national and local level. The reassurance this gives to staff in that their voice will be heard is essential at this time of significant change within Cafcass. Matters for collective bargaining include those set out in s178 (2) of the Trade Union and Labour Relations (Consolidation) Act 1992 (TULRCA) except for suspension of employment which is a management decision only.

The Partnership Agreement acknowledges that Cafcass will work within parameters set by our sponsoring department when determining staff terms and conditions of employment. These are set out in the Framework Document and the Financial Memorandum.

This agreement is made between Cafcass and the Trade Unions, namely Napo, UNISON and PCS (Public and Commercial Services Union).

### **1. Partnership**

1.1 Cafcass and the Trade Unions are agreed about the importance of encouraging active partnership and improving mutual understanding in



all that we do. The specific shared aims of Cafcass and the Trade Unions are:

- To secure the performance levels which will deliver a high quality service which meets the needs of children, their families and the courts across England
- To facilitate a positive, constructive, culture within the organisation around mutual respect and professional co-operation between all staff and stakeholders so that these shared aims can be achieved
- To retain the commitment and engagement of all staff so that their potential is realised.

1.2 As partners we are determined that staff and other stakeholders in Cafcass have access to suitable and safe working environments and will work together in order to:

- Provide high quality services to children and their families, and high quality advice to the courts, within an environment of staff wellbeing and support
- Develop safe and healthy working practices recognising the respective responsibilities for employers and employees within legislation and the organisations' overarching duty of care
- Minimise activities which contribute to staff stress and anxiety
- Develop a positive and supportive culture with associated practices and policies to facilitate staff engagement and wellbeing
- Contribute individually and in teams to activities aimed at developing and continuously improving front line services, work practices and overall organisational performance.

1.3 Cafcass and the Trade Unions reached agreement on the implementation of the Strategic Pay Review (SPR) in December 2008. The successful joint SPR project between Cafcass and the Trade Unions successfully harmonised all staff groups to a single set of terms and conditions of employment, with some historic pay protections around annual leave and hours continuing.

1.4 The partnership agrees that any necessary reductions in the workforce will be managed in a structured and consistent way in line with Cafcass' Restructuring and Redundancy Policy. This policy emphasises the need to avoid the need for compulsory redundancy through natural wastage, voluntary severance and early retirement programmes. Redundancy will only ever be the final outcome once all other options have been exhausted.



- 1.5 Cafcass now participates in the Civil Service Redeployment Register scheme (CVacs). As a result, all Cafcass members of staff facing the potential risk of redundancy are eligible for consideration of a wider pool of redeployment options across the entire Civil Service. Cafcass' active participation in the scheme is an important measure, which enhances the prospects of finding suitable alternative employment. Cafcass will seek to maximise such opportunities for any colleague that unfortunately find themselves at risk of redundancy during their employment with Cafcass.
- 1.6 In line with Cafcass' approach to training and professional development, opportunities will be made available for individuals to obtain, retain and develop the skills and abilities required in their job role. Personal development plans will also focus on supporting the development of capabilities beyond the requirements of the present role as appropriate.
- 1.7 The organisation will provide a framework of policies and procedures, which devolve reasonable autonomy and accountability to the people doing the job.
- 1.8 The partners agree that workforce representatives and managers are most likely to carry out their roles effectively if they are properly trained, as appropriate. Partnership training will be developed and strengthened to ensure that workforce representatives have the skills necessary to carry out their responsibilities effectively in line with this Partnership.
- 1.9 Cafcass therefore agrees to give the recognised union representatives reasonable paid time off to attend training courses approved by the Trade Unions and agreed by Cafcass, (dependent on the needs of the service), provided that a copy of the training programme is provided in advance. Similarly, key managers will be provided with training opportunities to ensure effective partnership working is sustained.
- 1.10 We will maintain open, regular communications and dialogue, reviewing together our progress in building effective partnerships within and across the whole organisation.

## **2. Scope**

- 2.1 This agreement applies to all those who are employed by Cafcass in Bands 1 to 8. Senior Managers outside of these bands will not be subject to this agreement.



### **3. Union Recognition**

3.1 Through this agreement Cafcass formally recognises the rights of the Trade Unions, namely Napo, UNISON and PCS, and no other organisation. Cafcass formally recognises the rights of the Trade Unions in the following areas:

- To negotiate pay and general terms and conditions of employment
- To be informed and consulted about organisational development
- To be informed and consulted about any structural changes which may or may not involve redundancies or the transfer of an undertaking affecting employees; and
- To represent any employee at appropriate stages of procedures in Cafcass at the request of the individual concerned. This will include, but is not limited to, representation during the Performance and Conduct Procedures, Grievance Procedures and Dignity at Work Procedure;
- Matters for collective bargaining include those set out in s178 (2) of the Trade Union and Labour Relations (Consolidation) Act 1992 (TULRCA) except for suspension of employment that is a management decision only.

3.2 Cafcass will undertake the deduction of union subscriptions for the Trade Unions provided that the following conditions are met:

- Unions distribute and collect authorisation forms and pass these to Cafcass
- Unions provide Cafcass with timely notice of any change in the level of contributions
- The unions accept responsibility for collecting any other authorised payments or arrears and for making refunds
- Confirmation of receipt of subscription deductions made by Cafcass are provided
- The unions undertake checks of payments at regular intervals; and
- The unions will indemnify Cafcass against any claims arising from wrongful deductions for employees or ex-employees.

### **4. Partnership Committees and Sub Groups**



#### **4.1 The Cafcass National Partnership Committee**

4.1.1 The Cafcass National Partnership Committee will be the Cafcass forum and steering committee for negotiation, consultation and representation. The constitution is attached at Appendix A.

4.1.2 It will meet every two months to deal with matters for information, consultation and negotiation, dealing with issues such as pay and general terms and conditions, and twice each year with an extended membership to consider strategic issues and to plan the programme of work.

#### **4.2 Health and Safety**

4.2.1 The Cafcass Health and Safety Steering Group will be the Cafcass forum and steering committee for negotiation, consultation and representation. The constitution is attached at Appendix A.

4.2.2 It will meet every three months to deal with matters for information, consultation and negotiation, dealing with all Health and Safety issues.

4.3 All parties to this agreement recognise the essential role to promote good health and safety practice within the workplace. Whilst the Cafcass Health and Safety Steering Group meets once every three months and National Partnership meets every two months, all parties recognise the need for any urgent matters to be considered immediately, so that remedial action can be taken if required. The signatories to this agreement undertake to adopt a flexible approach to discussion of any urgent matters via telephone, email or a specially convened separate meeting if required.

#### **4.4 Sub Groups and Working Groups**

4.4.1 Such groups will be set up as necessary within a fixed timeframe to report into the Partnership Committees to assist with their work, e.g. policy development. These can include staff and experts who are not members of the Partnership Committees where there is agreement for co-option onto working parties. Proposals from the sub groups will be presented to the Cafcass National Partnership Committee for final agreement/ratification.

4.4.2 Membership and terms of reference will be agreed on a group-by-group basis.

#### **4.5 Operational Area Partnership and Health and Safety Committees**

4.5.1 The Operational Area Partnership and Health and Safety Committees will be the Cafcass forums for consultation, representation, health and



safety and local negotiations where appropriate. The Operational Area Partnership and Health and Safety Committees do not have negotiating authority for Cafcass terms and conditions of employment. The constitution is attached at Appendix B.

4.5.2 All parties recognise the need for additional meetings as might be required from time to time (i.e. Trade Unions and Management representatives meeting separately outside of the normal meetings). This might be required to discuss specific issues requiring an enhanced level of detail and analysis, which would not be appropriate during normal meetings e.g. joint Health and Safety policy work and development activities.

4.5.3 Operational Area Partnership and Health & Safety Meetings will meet every three months to deal with matters for information and consultation.

## **4.6 Confidentiality**

4.6.1 There may be occasions when information is likely to be sensitive and the Trade Unions agree that its representatives will respect its confidentiality.

4.7 The parties shall have regard to the ACAS Code of Practice on the Disclosure of Information to Trade Unions for Collective Bargaining Purposes and ensure that there is no unwarranted or unjustified failure to abide by it.

## **5. Trade Union Facilities**

5.1 In respect of facilities and time off for Trade Union duties and activities, due regard shall be paid in accordance to the ACAS Code of Practice on Time Off for Trade Union Duties and Activities. Time off should not unreasonably be withheld, it must at all times have regard to:

- The operational needs of Cafcass
- The principle that provision should be reasonable
- The statutory rights of Trade Union representatives and members

5.2 See Appendix C for details.

## **6. Negotiating Procedure**



6.1 The parties will negotiate on all contractual pay and related matters within the scope of this agreement in an open and constructive manner, in keeping with the spirit of this agreement.

6.2 The Disputes Procedure is set out in Appendix D.

## **7. Pay**

7.1 Rates of pay

7.1.1 The rates of pay applicable to all those employed within the scope of this agreement are negotiated on an annual basis between the parties.

## **8. Pensions**

8.1 All employees are entitled to join the contributory, contracted-out, West Yorkshire Pension Fund (LGPS). Membership will be automatic unless the employee wishes to opt out.

## **9. Other Benefits & Policies**

9.1 Development of modern and flexible employment policies that provide the best conditions for staff within the ethos of equal access and affordability, to enable staff to work and develop to support Cafcass' strategic aims is an ongoing process supported by the partners to this agreement.

## **10. Managing Change**

10.1 The need for change

10.1.1 Cafcass operates within a changing and challenging environment. In order to meet its obligations, Cafcass and the Trade Unions agree that a flexible and responsive organisation is essential, which has as a guiding principle for developing high quality services while respecting the interests of staff. Programmes of significant change will be progressed in accordance with the Cafcass Management of Organisational Change Policy.

10.2 Cafcass is committed to continuous improvement and is a service-driven organisation, and the Trade Unions agree to work with Cafcass in partnership to facilitate employee acceptance and involvement in changes in working practices and technology subject to discussion, and agreement where necessary, at the appropriate forums.

## **11. Training and Development**



- 11.1 The partners agree that employees who are effectively trained are also likely to be well motivated and engaged, to realise their true individual potential and to make the greatest contribution in helping Cafcass improve its overall performance and outcomes for children and families.
- 11.2 Cafcass accepts that it has a responsibility to ensure that employees receive such training and development as is appropriate to enable them to adapt to changes in working practices, for example to meet GSCC Registration and other professional development requirements.
- 11.3 All training will be planned, programmed and recorded, and the results reviewed from time to time to determine how training methods can be improved.

## **12. Diversity**

- 12.1 Cafcass and the Trade Unions are committed to promoting diversity in accordance with its Diversity Policy. Cafcass will value and develop all staff, work towards changing its workforce profile to reflect that of the communities it serves, and ensure that children are respected and valued when using Cafcass services.

## **13. Validity of Agreement**

### **13.1 Status**

- 13.1.1 This agreement expresses the shared and voluntary commitment of the signatory parties to partnership and is not a legally enforceable contract.

- 13.2 This agreement cancels and supersedes all previous recognition agreements made between the signatory partners including the previous Partnership Agreement (dated 31 July 2007).

### **13.3 Commencement**

- 13.3.1 This agreement will apply from (insert date of agreement).
- 13.3.2 This agreement will be reviewed every fourth year thereafter, reflecting the desire to have a long-term agreement that promotes sustainable progressive relationships between Cafcass and the Trade Unions.

### **13.4 Interpretation and amendment**



13.4.1 Clarification or interpretation of this agreement and any modification or amendment to its provisions can only be made by the signatory partners.

### 13.5 Duration

13.5.1 This partnership agreement shall remain in force indefinitely, subject to review. 120 days notice must be given in writing by any partner if termination is required.

## 14. Signatories

On behalf of Cafcass:

Name:

Signature:

Position:

Date:

On behalf of Napo:

Name:

Signature:

Position:

Date:

On behalf of UNISON:

Name:

Signature:

Position:

Date:

On behalf of PCS:

Name:

Signature:



Position:

Date: