Recognition Agreement

1. Agreement and Title

1.1 This Recognition Agreement (the Agreement) is between Public Health Wales NHS Trust (henceforth referred to as the Health Board) and the British Medical Association Cymru Wales (BMA) and its Local Negotiating Committee (henceforth referred to as the LNC).

1.2 The committee shall be called the PHW UHB/Trust joint medical and dental staff local negotiating committee (JLNC).

2. Recognition

The Health Board recognises that it is to the mutual benefit of the Health Board and its employees for the employees to be represented by Trade Unions and professional Associations and therefore recognises the BMA and its LNC as having sole recognition and collective bargaining rights in respect of medical and dental staff employed in the Health Board.

3. General Principles

3.1 The Health Board and the BMA recognise they have as common objectives: -

a) The efficient operation and development of the Health Board and the best interests of the patients and staff.

b) The maintenance of harmonious and constructive relations.

3.2 Both sides recognise their pursuit of these common objectives shall be by: -

a) Negotiation – for the purposes of reaching agreement and avoiding disputes.

b) Consultation – the exchange of views involving an opportunity to influence decisions and their application.

c) Information – keeping each side informed of all relevant matters.

3.3 The BMA recognises the Health Board's responsibility to plan, organise and manage its activities to achieve its set objectives.

3.4 The Health Board recognises the BMA's responsibility to represent the interests of medical and dental staff and to work for improved conditions of employment.

3.5 The LNC will also be informed and consulted on all matters that may pertain to the wider workforce, and impact on the Health Board and its services. Policies which apply to all Health Board staff will also be shared

with the LNC for approval. Although the JLNC is the exclusive forum for engaging with the Health Board, the LNC does wish to engage as appropriate with the Health Board Local Partnership Forum in line with the principle of true partnership working between staff organisations and Health Board Management whilst maintaining the integrity of the LNC.

4. Scope of the Agreement

4.1 The Agreement specifies the following areas as appropriate for collective bargaining including, but not limited to, that specified in the Trade Union and Labour Relations (Consolidation) Act 1992 and the following:

a) Interpretation and application of national pay and terms and conditions of employment/terms of engagement for medical and dental staff.

b) Local implementation of pay, salary structure and terms and conditions of employment/terms of engagement, in accordance with national agreements.

c) Representational rights relating to disciplinary, suspension, restriction of practice and termination of employment/terms of engagement of one or more medical/dental staff.

d) Issues and policies relating to recruitment, redundancy, redeployment, suspension, termination of employment/terms of engagement, discipline (Upholding Professional Standards in Wales) and grievance and all other employment policies relating to medical and dental staff in accordance with national agreements.

e) Matters of health and safety including the physical conditions in which medical and dental staff work.

f) Facilities and time off for BMA LNC representatives.

g) Negotiation or consultation machinery including recognition rights.

h) Introduction of new working practices, new technology, new equipment and new techniques.

i) Contracting out/Transfer of Undertakings, Protection of Employment (TUPE).

j) Strategic Planning decisions including the allocation of resources that have workforce implications, reorganisation of staff and relocation of offices.

k) Organisational decisions likely to affect the job prospects or job security of medical and dental staff.

l) Any other matters which both sides agree to refer.

4.2 The Health Board shall disclose information for collective bargaining purposes including, but not limited to, matters pertaining to pay, benefits, conditions of service, productivity and financial information. This information may be of a sensitive or commercial nature and could be subject to the confidentiality clause in the employment contract or by the professional codes of conduct.

5. Negotiation and Consultation Procedures

5.1 Where national terms and conditions of service or All-Wales policies agreed through MDBG are silent, the LNC will be the sole recognised body to negotiate on all local terms and conditions of service and/or local policies affecting medical and dental staff employed/engaged within the Health Board.

5.2 The LNC will consist of representatives of all branches of practice of medical and dental staff engaged with the employer

5.3 Representatives will be drawn from those with an interest in the items for negotiation/discussion. However, the LNC may choose to co-opt any other person who may not be an LNC representative for consultation purposes or to address a specific issue that is on the agenda.

5.4 The Health Board's representatives will comprise of the Executive Medical Director, Executive Director of Workforce and OD and Head of Medical Staffing (or equivalent). In addition, the Chief Executive will attend at least on an annual basis. Other senior managers may attend depending on the agenda.

5.5 The JLNC shall typically meet quarterly and at least four times a year.Written notice of the venue and agenda shall be circulated 10 working days in advance of the JLNC meetings. The minutes shall be circulated within 10 working days of the JLNC meeting being held. The dates of the meetings shall be agreed in advance for a 12-month period

5.6 Chairing of the meetings will rotate between the Staff Side LNC Chair and Executive Medical Director or Deputy.

5.7 The Health Board will appoint secretarial support who will be responsible for administrative arrangements for JLNC meetings and will agree agendas and minutes with both Chairs.

5.8 Sub-Groups may be established to deal with matters of specific interest.

6. Facilities and Time Off

The LNC Chair and/or associate/hospital site Chair will receive a minimum of 1 session per week to support them in undertaking this role plus time off to attend LNC meetings (both pre and main) including reasonable preparation time within working hours.

A Deputy Chair will receive a minimum of half a session per week to support them in undertaking this role plus time off to attend LNC meetings (both pre and main) including reasonable preparation time within working hours

Notification of appointment as an accredited representative will be provided to the Executive Medical Director to enable them to confirm with the employing department the requirement to facilitate paid time off for trade union duties/activities (including preparation time associated with those duties/activities) plus, where necessary, regular sessions in the Job Plan.

Accredited representatives of the LNC will receive reasonable paid time off to attend LNC meetings (both pre and main) including reasonable preparation time during normal working hours. LNC representatives who are able to identify the need for additional time, will be granted an additional sessional allowance and/or as appropriate trade union time off.

Accredited representatives will also have reasonable paid time off and facilities to carry out the duties and activities of the LNC and the BMA. No accredited BMA representative will suffer any loss in pay due to their trade union duties/activities.

7. Flexibility

Both sides recognise the varying demands and the flexibility required of the role as a BMA union/LNC representative, and employers will therefore ensure that they accommodate additional requests for time off in a flexible manner.

Where a union/LNC representative undertakes trade union duties/activities/training outside of their normal working hours, the Health Board/Trust must have a suitable mechanism in place to ensure paid time is being recognised e.g. through agreeing Time off In Lieu or via a local claim form.

8. Maintaining Good Relations

8.1 Both parties recognise that it is in their mutual interest to observe a negotiating procedure, by which issues arising between meetings can be considered and resolved.

8.2 Both parties agree that at each stage of the procedure, every reasonable attempt will be made to resolve issues raised until such efforts have been exhausted, and there shall be no action taken which would unreasonably exacerbate the dispute.

8.3 In the event of failure to agree, matters should be referred to ACAS or a neutral third party by either side for conciliation or jointly for arbitration. While the matter is in dispute both parties agree that the status quo will be observed.

9. Review and Changes

This Agreement will be reviewed after 12 months and at agreed intervals thereafter. Changes to this Agreement may only be made by agreement of the JLNC. There will normally be a 6-month notice period for changes, unless otherwise agreed

10. Document approval

This document is approved by the signatories below.

On behalf of PHW NHS Trust Health Board: Mr Neil Lewis,

Director of People & Organisational Development

Date of approval: 24th April 2026

On behalf of LNC: Dr Stephen Monaghan, Consultant, LNC Chair

Nia Potter, Senior Employment Advisor, BMA Cymru Wales

Date of approval: 03 February 2026