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Code: HR3.1
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Employee relations partnership agreement

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Type of document	Agreement
Target audience	All staff
Document purpose	Sets out a framework for partnership working between managers and recognised trade unions and/ professional bodies with the aim of supporting people to be the best that they can be.

Approving meeting	People and OD Sub Committee	Date 18-Jul-19
Implementation date	July 2019	

CWP documents to be read in conjunction with	
HR	Trust Human Resources policy documents

Document change history

What is different?	Updated terms of reference for JLNC and CNPC and refreshed narrative to reflect current trust structures.
Appendices / electronic forms	As above.
What is the impact of change?	Revised quorum for JLNC and CNPC will improve effectiveness of meetings

Training requirements	No - Training requirements for this policy are in accordance with the CWP Training Needs Analysis (TNA) with Education CWP.
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Document consultation

Clinical Services	CNPC and JLNC members
Corporate services	People and OD services
External agencies	Full time officers

Financial resource implications	None
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External references

1. ACAS Code of Practice on Time Off for Trade Union Duties and Activities
2. The Trade Union (Facility Time Publications Requirements) Regulations 2017

Equality Impact Assessment (EIA) - Initial assessment	Yes/No	Comments
Does this document affect one group less or more favourably than another on the basis of:		
- Race	No	
- Ethnic origins (including gypsies and travellers)	No	
- Nationality	No	
- Gender	No	

Equality Impact Assessment (EIA) - Initial assessment	Yes/No	Comments
- Culture	No	
- Religion or belief	No	
- Sexual orientation including lesbian, gay and bisexual people	No	
- Age	No	
- Disability - learning disabilities, physical disability, sensory impairment and mental health problems	No	
Is there any evidence that some groups are affected differently?	No	
If you have identified potential discrimination, are there any exceptions valid, legal and/or justifiable? N/A		
Is the impact of the document likely to be negative?	No	
- If so can the impact be avoided?	N/A	
- What alternatives are there to achieving the document without the impact?	N/A	
- Can we reduce the impact by taking different action?	N/A	
Where an adverse or negative impact on equality group(s) has been identified during the initial screening process a full EIA assessment should be conducted.		
If you have identified a potential discriminatory impact of this procedural document, please refer it to the human resource department together with any suggestions as to the action required to avoid / reduce this impact. For advice in respect of answering the above questions, please contact the human resource department.		
Was a full impact assessment required?	No	
What is the level of impact?	N/A	

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1. Introduction

This Partnership Agreement sets out a framework within which the Trust's Board and managers and recognised trade unions / professional bodies (staff side) will work together in an integrated, person centred and values based way with the ultimate aim of enabling staff to be the best they can be and improving the health and well-being of the population we serve.

This agreement:

- Is based on a set of principles agreed at national level and developed locally;
- Forms a key part of the Trust's strategic aim of being a model employer by recognising that staff side have an important role to play in enhancing employee relations;
- Is premised on the fact that the Board and its senior management team carry ultimate responsibility for decision making in respect of all aspects of the Trust's workforce;
- Recognises that each of the partners have clear and separate responsibilities in meeting the challenges of maintaining a workforce able to create innovative and excellent services to the people we serve;
- Recognises the input of staff side on the Council of Governors in representing employees within the Trust.

2. Aims of the partnership agreement

- To make clear the Trust's continuing commitment to working in partnership with staff side in achieving constantly improving service delivery ambitions;
- To formalise the arrangements for partnership working within the Trust;
- To make clear the Trust's continuing commitment to promoting to its workforce the benefits of professional trade union membership and encouraging staff to seek the support of staff side in both individual and collective matters;
- To set out key roles and responsibilities;
- To be the primary source of information / guidance as to the principles behind/ detailed operational provisions of the agreement

3. Cornerstone principles

The Trust supports the principles of collective bargaining and taking a partnership approach to resolving issues arising in the workplace by discussion and, wherever reasonably practicable, joint agreement. In order for partnership working to be productive, it is considered essential that all parties commit to seeking to foster good formal and informal working relations that build shared trust and understanding.

Whilst there may be differences of opinion from time to time between parties to this agreement, it is underpinned by a number of shared values and common purposes linked to providing high quality services and striving to become a model employer for staff. For all parties, the cornerstone upon which this agreement is founded is a composite formed from:

- Recognising that the continued success of the Trust is dependent upon its ability to grow its business dynamically and introduce essential changes swiftly – acknowledging that further change may subsequently be necessary in the light of experience and changing circumstances;
- Recognising that the Board and its senior management team carry ultimate responsibility for decision making in respect of the workforce;
- Giving priority to early joint discussion of emerging issues and maintenance of regular dialogue on all matters, however challenging;
- Looking to achieve early resolution of issues affecting people at work – both collective and individual – in preference to relying on elongated formal processes;

- Recognising the value of a more integrated, person-centred and values based approach to preventing and resolving workplace issues;
- Looking to build trust and mutual respect for each other's roles, responsibilities and views;
- Maintenance of agreed confidentiality in all discussions / communications;
- Generally adopting a 'no surprises' approach in written communications directed at employees;
- Adopting an agreed conflict resolution process.

4. Parties to the agreement

The following trade unions / professional bodies are recognised as representing and having sole bargaining rights in respect of their members who are employed by the Trust and are co-signatories to this agreement:

- British Medical Association (BMA);
- Royal College of Nursing (RCN);
- UNISON;
- UNITE;
- Community Practitioner's & Health Visitor's Association (CPHVA);
- Chartered Society of Physiotherapy (CSP)
- Society of Chiropodists and Podiatrists (SCP).
- General , Municipal, Boilermakers (GMB)

5. What partnership working means

The main elements of partnership working comprise:

- **Negotiations** – for the purposes of reaching agreement on pay and conditions of service, wherever these matters can be determined locally;
- **Meaningful consultation** – on all matters of restructuring, service development and workforce policy and associated guidance development, which means providing genuine opportunity for discussion and time for staff side to comment upon /seek to influence decisions affecting the Trust's workforce;
- **Communication** – sharing information relating to negotiations or otherwise affecting either the whole of the workforce or specific service areas, using both formal and informal arrangements;
- **Facilities agreement** – formalising arrangements for recognised trade union representatives to have paid time off for undertaking a range of agreed duties and activities.

6. Structure

The formal structure for joint discussions will essentially comprise:

- A Consultation & Negotiation Partnership Committee (CNPC) – for discussion of Trust wide general / non-medical staffing matters;
- A Joint Local Negotiating Committee (JLNC) – for all matters impinging upon medical staffing;

In addition there will be:

- Bi-monthly interim meetings for CNPC and JLNC staff side;
- Regular informal meetings between executive directors/senior managers and designated lead officers from staff side (Full time officers may attend by invitation)
- Membership of specific, limited lifespan joint 'task and finish' groups to support the work of the formal groups, as agreed;

- Membership of relevant project groups/programme boards related to service changes which will impact on the workforce;
- Membership of key committees as agreed. i.e. People and Organisational Development Sub Committee and Operations Committee;
- Informal meetings between Heads of Operations/Heads of Clinical Services or equivalent within Care Groups and Clinical Support Services as required;

7. Facilities agreement

To work effectively, this Partnership Agreement has to be accompanied by a framework within which accredited staff side representatives have reasonable paid time off to carry out certain representative duties and training. The provisions of this facilities agreement are set out in full at Appendix 1.

It is recognised that there may be instances where specific requests for time off not covered by the agreement are forthcoming. In all instances, these should be raised with local management in the first instance, which may seek the advice of a People and OD Business Partner in shaping a decision. The local manager's decision will be final.

Since the Trade Union (Facility Time Publication Requirements) Regulations 2017 came into force the Trust has a legal duty to publish data in relation to trade union facility time and as such it is necessary to collect information on:

- When an employee becomes/ceases to be a trade union representative
- A detailed breakdown of their total working hours, the number of those working hours spent on facility time for trade union duties, and how much paid time off for trade union activities they have had.

8. Resolving disputes

Complaints raised locally by individual employee's or groups of employees will be addressed internally through the Trust's [established resolution procedures](#).

Where disputes arise at national level or regional level which it is not possible to resolve at local level, parties to this agreement will meet to discuss local impacts /service continuity plans. In such circumstances, there will be no recourse to the local resolution processes.

Where staff side have raised a significant workplace issue which in their view, the Trust has failed to adequately address after discussion at the CNPC or JLNC, they will be entitled to formally register a dispute by writing to the Trust Chair – setting out both the concern and the proposed solution. A meeting of a Trust Board panel will subsequently be held to consider how best to resolve the matter – including the option of requesting support from ACAS should both parties agree – and give the Trust's final response.

Appendix 1 - Terms of Reference for the Consultation, Negotiation & Partnership Committee (CNPC)

Role

- This Committee will be the formal consultation forum for all Trust wide issues (excluding those impinging solely upon medical staffing), enabling the development of Trust wide policy and co-ordinating any Trust wide issues arising from the work of local joint consultation groups;
- Allows for negotiation on matters relating to pay and reward where those matters may be determined locally;
- Allows for detailed discussion on a range of people issues and will be consulted about the Trust's strategic direction and operational plans;
- Seeks to resolve matters of potential dispute referred to it;
- Oversees the effectiveness of the facilities agreement;
- Commissions joint 'task and finish' groups for particular issues.

The meeting will be chaired alternatively by the Chief Executive and Staff side Chair

Membership

Membership – 7 seats:

- Chief Executive;
- Director of People and Organisational Development
- Deputy Director of People and Organisational Development
- Head of Human Resources
- 3 x senior managers

Staff side – 25

- Chair and Vice Chair of Staff side;
- Secretary and Vice Secretary of Staff side
- 21 x trades union representatives (as nominated annually by staff side).

Frequency of meetings – Bi Monthly

Quorum - 3 managers and 6 members of staff side

Record of meeting – notes and action log

Administrative arrangements – The Deputy Director of People and Organisational Development will be responsible for the agenda and ensuring that arrangements are made for the agenda to be issued in good time and notes and actions from the meeting appropriately recorded and circulated.

Appendix 2 - Terms of Reference for the Joint Local Negotiation Committee Role

- This Committee will be the formal consultation forum for all Trust wide issues impinging upon medical staff, enabling the development of Trust wide policy ;
- Allows for negotiation on matters relating to pay and reward where those matters may be determined locally;
- Allows for detailed discussion on a range of people issues and will be consulted about the Trust's strategic direction and operational plans;
- Seeks to resolve matters of potential dispute referred to it;
- Commissions joint 'task and finish' groups for particular issues as required

The meeting will be chaired alternatively by the Chief Executive and Staff side Chair.

Membership

Membership – 6 seats:

- Chief Executive;
- Medical Director
- Director of People and Organisational Development
- Deputy Director of People and Organisational Development
- Head of Human Resources
- HR Manager (Medical Staffing)

Staff side – 12

- 6 consultants
- 3 SAS doctors
- 3 Doctors in Training

Frequency of meetings – Bi Monthly

Quorum - 3 managers and 4 members of staff side

Record of meeting – notes and action log

Administrative arrangements – The Deputy Director of People and Organisational Development will be responsible for the agenda and ensuring that arrangements are made for the agenda to be issued in good time and notes and action log from the meeting appropriately recorded and circulated.

Appendix 3 – Trades union / professional body facilities agreement

1. General aims

The purpose of this agreement is to both meet the requirements of prevailing employment law and the expectations of the Trust Board. It also takes into account the provisions of the ACAS 'Time off for trades union duties and activities' guidance' (2009). It applies only to representatives of those trades unions / professional bodies¹ formally recognised by the Trust (and as specified above – see page 5).

2. Time off for trade union duties and activities

As general principles:

- Reasonable time off for the purposes allowed in this agreement shall be on the basis of it being in support of employees of the Trust, who are known to the Trust to be accredited representatives of a trades union and who have been duly elected or appointed in accordance with the rules of the relevant trades union. The agreement therefore applies to union representatives, health & safety representatives and union learner representatives.
- Reasonable time off shall be 'as and when necessary' and subject to notification as far in advance as is reasonably practicable.
- Permission for time off under this agreement shall not be unreasonably withheld by a manager.
- Recognised trades unions will notify the Trust (via the Head of Human Resources) the names and constituencies of all accredited trades union representatives and any offices they hold and also;
- The Trust will monitor the 'reasonableness' of the amount of paid time being taken by all trades union representatives. Any matters of concern raised by managers about the behaviour of a particular representative in carrying out their recognised role will be discussed with the relevant regional officer in the first instance.

An accredited representative will be allowed time off during normal working hours to undertake trades union duties / activities as generally set out in Attachment A. Similarly, they will be allowed time off to undertake the specific duties set out in Attachment B and a health & safety representative time off to undertake the specific duties set out in Attachment C. No representatives will suffer any loss of remuneration as a consequence of carrying out those functions set out in the Attachments.

Prior to taking time off, the representative will seek to inform their immediate manager of the need for time off, the intended location and the approximate period of absence (but see paragraph below for special provisions applying to formal staff side appointments). Wherever possible, advanced notice will be given to enable the manager to cover the representative's work, always having in mind the needs of the service². Agreement to time off will normally be given, unless the manager reasonably determines that service users / patients would be put at risk in giving such agreement.

Special arrangements apply to time off for the Chair and Secretary, Vice Chair and Vice Secretary of Staff side with regard to additional time off for undertaking staff side responsibilities (not representational). Those appointees will generally be expected to plan their time off for undertaking their staff side responsibilities to a regular pattern, notified to management in advance. Specified agreed time off is as follows:

- Chair and Secretary of Staff Side - up to 15 hours per week, over a 4 weeks accounting period;
- Vice Chair and Vice Secretary of Staff side - up to 7.5 hours per week, over a 4 weeks accounting period.

¹ Reference to 'trades unions' in this section also embraces 'professional bodies'.

² Recognising that in rare circumstances (e.g. suspension of a worker) advanced notice may not be possible.

Out of courtesy, if a representative wishes to visit any service area, they should notify the manager / supervisor in that area (or arrange for a colleague to do so).

Where a trades union wishes to hold a representative's meeting or a meeting with its membership at a Trust premise, agreement of the relevant Head of Operations must be obtained in advance to the use of the facility. If it is intended that the meeting be held during the working hours of the workforce involved, permission to do so should additionally be sought. Where approval is given, the representative co-ordinating the arrangements for the meeting will notify the immediate line manager(s) of the arrangements and staff will be released, with it being the manager's responsibility to ensure that safe cover is maintained.

When a meeting is held outside working hours on the Trust's premises, prior agreement must be obtained from the appropriate manager for the use of the premises concerned for that purpose.

Wherever possible, management will seek to give reasonable notice of a meeting about a workplace issue, in order to assist trades union representatives in planning their time. Where formal meetings / hearings involving an individual employee are to be held, due notice of the date will be given to the employee in accordance with the relevant Trust procedure.

Each individual trades union representative is required to record the paid time spent on trades union duties / activities either via the normal work rota / time recording arrangements already existing within their work place or otherwise as agreed with their immediate line manager. That record should reflect any request for paid time off not allowed by management.

All trades union representatives are in addition to the above required to provide monthly returns to the HR Department which record the number of hours spent on trade union duties and activities so that the Trust is able to comply with the legal requirements to publish information relating to facilities time on an annual basis.

The Head of Human Resources will maintain a record of all accredited trades unions representatives

3. Facilities

The Trust will make available to accredited staff representatives (including health and safety and learner representatives), the following facilities to enable them to carry out their agreed functions:

- The use in privacy of official telephones;
- The provision and use of notice boards solely for trade union purposes on the Trust's premises. The management of such boards will be the responsibility of the staff representatives. No notice may be exhibited elsewhere on the Trust premises without the prior agreement of the relevant manager;
- A section on the Trust's intranet for the purposes of promoting trades union membership and communicating with trades union members. The use of the site will be subject to the Trust's normal provisions in respect of the use of Trust IT equipment and facilities;
- Facilities for representatives to interview individual members in privacy;
- Facilities for the holding of meetings between members and representatives and for educational purposes;
- Facilities for meetings with full-time officials of the union;
- Reasonable office facilities where the amount of work justifies this and storage facilities so that documents can be kept securely;

- The use of typing and photocopying facilities for employee relations issues relating to the Trust, providing this does not unreasonably interfere with Trust work. Representatives must have regard to costs and use the facilities as economically as possible. Where such facilities are used for Unions' activities other than employee relations, a charge may be levied by the Trust;
- The use of the Trust's internal post system;
- Access to email;
- Access to managers to make representations on behalf of the unions or members.

Attachment A

Trade union duties for which paid time off is agreed is as follows:

a) Negotiations / discussions about:

- Terms and conditions of employment, or the physical conditions in which the Trust's employees are required to work;
- Transfer of Undertakings (Protection of Employees) Regulations
- Subjects relating to the engagement or non-engagement, or termination or suspension of employment or the duties of employment, of one or more workers e.g. redundancy and dismissal arrangements, recruitment and selection policies;
- Collective redundancies
- The allocation of work or the duties of employment as between workers or groups of workers e.g. job grading, flexible working practices;
- Matters of discipline e.g. disciplinary procedures, arrangements for accompanying employees at internal interviews:
- Trades union membership or non-membership e.g. representational arrangements or union involvement in the induction of new workers:
- Facilities for staff side representatives;
- Machinery for negotiating / consultation and other procedures e.g. joint consultation meetings.

b) Also:

- Time taken to prepare for any of the above duties;
- Time taken to inform trades union members of the outcomes of any of the above;

c) In addition, the Trust may want representatives to participate in trade union activities as well as trade union duties. Paid time off in these circumstances may be granted, subject to prior discussion and the agreement of management, bearing in mind the needs of the service. Examples of such activities might 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 (subject to the numbers of representatives agreed to attend);
- Representing the union on external bodies such as committees or working parties within the official trade union structure;
- Holding office on official bodies of the trade union;
- Training.

Attachment B

Union learning representative duties for which paid time off is agreed:

- Analysing training or learning needs;
- Providing information & advice about learning;
- Arranging learning / training;

- Promoting the value of learning;
- Consulting the Trust's managers about the carrying out of learning / training activity.

Also:

- Time taken to prepare for any of the above duties;
- Time taken to inform trades union members of the outcomes of any of the above.

Attachment C

Health & safety representative duties for which paid time off is agreed:

- Performing their functions as outlined in health & safety legislation;
- Undergoing essential training;
- Attending agreed health & safety meetings.

More specifically, health and safety representatives will:

- Negotiate and represent the health & safety interests of staff at work;
- Obtain information of health & safety issues affecting staff members who are being represented;
- Encourage others to adhere to health & safety procedures;

Contribute to the control of risk in the work place and risk assessments;

- Carry out safety inspections;
- In partnership with management, contribute to advising, supporting, maintaining and improving the health, safety and security of staff in the work place;
- Influence the workplace organisation to work toward a healthy working environment;
- Investigate potential hazards and dangerous occurrences in the work place and make recommendations for action to prevent future accidents;
- Provide information and advice to staff on health and safety related issues;
- Represent staff on matters related to work place accidents / incidents.