

Partnership Agreement

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1 Recognition

1.1 Mersey Care NHS trust recognises that it is to the mutual benefit of the trust and its employees for employees to be represented by trade unions/professional organisations and therefore recognises the following health unions and professional organisations as representing and having sole bargaining rights in respect of their members who are employed by the trust:

- BAOT
- BMA
- CSP
- GMB
- POA
- RCN
- UNISON
- UNITE

1.2 The trust believes that fully representative trade unions and professional organisations lead to good employee relations and will therefore encourage staff to belong to an appropriate trade union/professional organisation of their choice, although trade union membership is not a condition of employment.

1.3 The trust agrees that it will not negotiate with organisations not listed in this agreement concerning matters covered in this agreement. Trade unions who are not in the list above who believe they have members of staff within the trust must apply to the Director of Workforce requesting that their trade union be added to this list. Any additions to the list will be at the discretion of the Director of Workforce

1.4 The unions accept that management will want to communicate with all its employees and that therefore these arrangements will not be the sole means of staff consultation.

1.5 It is agreed that any arrangements reached, by negotiation with staff side colleagues, will be binding for staff that do not belong to a trade union/professional organisation.

2 General Principles, Aims and Scope of Agreement

2.1 The trust and staff-side have a common goal in ensuring the trust achieves its vision, aims and objectives. The trust is committed to the principles of partnership working to implement an ambitious programme of change to deliver Perfect Care for our patients and staff. It is essential that all parties commit and demonstrate in practice that all working relationships embed the trust values and behaviours.

2.2 Whilst it is recognized there may be different perspectives and differences of opinion from time to time between the parties to this agreement, it is underpinned by a number of shared values and a common purpose linked to providing Perfect Care to our patients, service users and carers and striving to become a model employer for staff. For all parties it must be recognised that the continued success of the trust is dependent upon its ability to grow its business dynamically and introduce essential changes sometimes swiftly. Partnership working can be defined as:

- An agreement between groups that have the same shared goals/aims
- It requires joint responsibility and ownership
- Two teams working together to establish agreement despite coming from

- different agendas
- Working in collaboration for a common goal
- Transparent and requires trust by all parties

- 2.4 Both the trust and staff side colleagues share the same aims:
- To ensure that staff/members are fit, well and happy
 - To provide a safe environment, have the necessary skills and equipment to deliver an effective and efficient service
 - To provide a service that our staff/members can be proud of
 - To ensure staff /members and a healthy work life balance
 - To provide support to staff/members when it is required
- 2.5 It is also recognized by all parties to the agreement that the Board and its senior management team carry ultimate responsibility for decision making in respect of its workforce.
- 2.6 Both sides agree to endeavor to achieve early and pragmatic resolution of issues affecting people in work wherever possible in preference to relying on elongated formal processes
- 2.7 Both sides agree that there will be reasonable time limited discussions on the implementation of key changes for good business reasons. It is agreed that it is important to try and achieve outcomes within reasonable periods of time wherever possible in order to minimize uncertainty/disruption for both the workforce, service users and their carers
- 2.8 Build trust and a mutual respect for each others roles, responsibilities and views
- 2.9 Maintain agreed confidentiality in all discussions / communications
- 2.10 Seek swift resolution of any issues of dispute, preferably by informal action and early discussion (see appendix 1)
- 2.11 All partners should be aware of what is planned and true partnership working should always get to the heart of the problem and invite all to give feedback. All partners should agree solutions together and decide a course of action
- 2.12 Adopting and agreed disputes resolution process (see para 2.18 and 11.2.3)
- 2.13 Both sides recognise that their pursuit of this common objective under this Partnership Agreement shall be by:
- a. **Negotiation** - for the purpose of reaching agreement and avoiding disputes. The scope of such negotiation shall be on those areas defined in Section 178(1) and (2) Trade Union and Labour Relations (Consolidation) Act 1992. (See paragraph 2.18).
 - b. **Consultation** - the exchange of views based on the general principle that the mere passage of information is not consultation. Consultation involves an opportunity to influence decisions and their application.
 - c. **Information** – giving priority to early joint discussion of emerging issues and maintenance of regular dialogue on all matters, however challenging.

- 2.14 The trade unions/professional organisations recognise management's responsibility to plan, organise and manage the activities of the trust according to the objectives set by the trust.
- 2.15 The trust recognises the trade union/professional organisations responsibility to represent the interests of their members and to work, for improved conditions of employment, according to the unions' policies, for the employees covered by this agreement.
- 2.16 It is not the intention of this agreement to exclude the rights of trade union or professional organisations accredited by the trust to represent their members, nor to prevent local agreements where they can, concerning working practices in individual departments, to be agreed between the departmental manager, strategic HR business partner for the division and trade union or professional organisations representatives, providing such locally negotiated agreements are without prejudice to collective negotiations.
- 2.17 The trust and the staff-side recognise their interdependence and agree that matters affecting their interests shall be considered jointly both by consultation and by negotiation as provided for in this agreement. The constitution of the trade unions can be found on the following links:
- i) Those defined in Section 178(1) and (2) Trade Union and Labour Relations (Consolidation) Act 1992 for collective bargaining as follows:
 - a. terms and conditions of employment, or the physical conditions in which employees work;
 - b. employment policies relating to the engagement or non-engagement, or termination or suspension of employees;
 - c. allocations of work or the duties of employees as between workers or groups of employees;
 - d. matters of discipline;
 - e. facilities for recognised trade unions / professional organisations;
 - f. machinery for negotiation or consultation and other procedures relating to any of the foregoing matters, including the recognition by employers of the right of a trade union/professional organisation to represent employees in any such negotiation or consultation or in the carrying out of such procedures.
 - ii) Additional matters specified under "Functions and Scope" of the negotiating machinery set out in Section 11 of this Agreement.
- 2.18 The trust and the staff-side agree that at each stage of procedure, every attempt will be made to resolve issues raised and that until such procedure has been exhausted there shall be no stoppage of work or lock-out or other unconstitutional or industrial action. It is further agreed that in the event of any difference arising which cannot immediately be resolved, then the status quo prevails, unless exceptional operational practicalities or the interests of the patients prevail as discussed and agreed with the trade union/professional organisations. It is agreed that no communications will be issued from either parties until a holding time of 48 hours has expired and agreement cannot be reached.
- 2.19 It is acknowledged that from time to time there will be disagreement, frustration and inconsistency with policy application. During these times an escalation process outlined in appendix 1 should be followed. Only when the escalation levels outlined in appendix 1 are exhausted should matters be raised with the Director of Workforce.
- 2.20 Staff side colleagues can raise any concerns or themes for escalation with the Staff

Side Chair at any time. The staff side leads and the senior HR team will meet on a monthly basis to discuss all operational matters. In addition the Chair of Staff Side will meet the Head of HR and/or Deputy Director of Workforce on a monthly basis to agree the agenda for JNCC and discuss any outstanding operational issues. Any issues that the Staff Side Chair feels needs raising immediately shall be raised with either the Head of HR, Deputy Director or Director of Workforce.

2.21 Generally excluded from this agreement are Executive Directors and Medical Staff in respect of pay and contractual conditions, these will be discussed either at LNC, remuneration committee or with the individuals concerned.

2.22 For the individual trade union constitution rules please visit the websites below:

www.unison.org.uk

www.rcn.org.uk

www.unitetheunion.org

www.poauk.org.uk

www.bma.org.uk

www.cot.co.uk

www.csp.org.uk

www.gmb.org.uk

3. Partnership Working Values and behaviours

3.1 The trust has developed with staff a set of values and behaviours that support the delivery of perfect care.

3.2 Central to the success of this agreement is the ability to work together and observe the following behaviours:

- Treat each other with respect at all times, valuing everyone's contribution
- Seek consensus when making decisions
- Seek to avoid conflict
- Challenge inappropriate behavior
- Encourage openness in communication
- Prepare and attend meetings sending apologies if unavailable
- Contribute with alternative solutions rather than criticism
- Treat relevant information in the strictest confidence, only sharing more widely if agreed with all partners
- Use of appropriate language
- Decide on solutions together
- After agreeing a course of action each member involved will carry it out consistently

3.3 The Trust expects all staff to demonstrate the behaviours that reflect Mersey Care's Values of Continuous Improvement, Accountability, Respect, and Enthusiasm as set out in our Staff Charter. You will be expected to understand how the values and behaviours described in our Charter apply to your role as trade union representatives.

3.4 The trust expects all staff including trade union and professional organisation representatives to abide by the trust values and behaviours.

4 Representation

4.1 The trust recognises the right of the trade unions/professional organisations' members to elect from their numbers representatives including full-time

representatives set out in section 5 to act on their behalf in accordance with the terms of this agreement.

- 4.2 The election of representatives shall be determined by the trade unions/professional organisations. The trade unions/professional organisations will establish with management the number of its accredited representatives having regard to the national rules of the trade union/ professional organisation concerned. The names of representatives and the divisions they represent, or function they carry out, will be notified officially in writing to the Director of Workforce and where applicable requests will be made for official accreditation by the trust for their role.
- 4.3 The trade unions/ professional organisations also agree to notify the Director of Workforce of changes of representatives both designated leads and local. On receipt of such details, or amendments to previously notified details of accreditation, the Head of HR will notify the representative department of the relevant appointments and update appendix 3. The Director of Workforce will also respond to all requests for accreditation, which will not be unreasonably refused.
- 4.4 Trade unions/professional organisations shall provide their accredited representatives with written credentials. There will be no disciplinary action taken against an elected representative of any trade union or professional organisation until reasonable steps have been taken to ensure that the matter has been discussed with a full-time officer of the trade union or professional organisation concerned.
- 4.5 It is recognised that accredited representatives have responsibilities across the Trust. Once local managers have agreed in advance specified facility time to undertake trade union activities, all representatives will keep managers informed of their union duties, via the use of electronic diaries for all representatives with designated facility time (see para 8.1) and for all local representatives completion of the relevant record sheet documentation (see appendix 3). The record sheets will be sent by the line manager to the Head of HR on a quarterly basis who will maintain a record of all accredited trade union representatives and monitor/report from time to time on the implementation of this agreement with Chair of the Staff Side. Unpaid facility time should also be recorded on the record sheet for a fair analysis of union activity work taking place.
- 4.6 It is the managers responsibility to ensure the wards/departments are staffed safely.
- 4.7 Action taken by representatives in pursuance of their duties under this agreement, or their legal obligations, or their trade union/professional organisation rules shall not in any way affect their employment with the Trust.
- 4.8 The training of and facilities for representatives are dealt with in Section 9 of this agreement.
- 4.9 The recognition and facilities afforded by this agreement to any representative or official shall be withdrawn in the event that:
 - 4.9.1 The individual resigns the trade union/professional organisation appointment for which the recognition and facilities had been granted; or
 - 4.9.2 The union changes identity, resulting from a merger or amalgamation, in which case revised representation arrangements may need to be reviewed;
 - 4.9.3 The trade union/professional organisation notifies the Director of

Workforce in writing that the individual has ceased to be a representative of the trade union/ professional organisation;

4.10 The Function of representatives

The trust and the trade unions/professional organisations recognise that the industrial relations functions of representatives are important duties in addition to their duties as employees of the trust. Their functions and responsibilities are as follows:

- 4.10.1 To undertake industrial relations duties, and to be consulted, within the policies of the trade union/professional organisation, on behalf of their members. The issues may include members' problems at work, grievances, discipline, health and safety, equal opportunities, service conditions, collaborative and informal meetings and other committees and any matter listed in Section 8 of this agreement (see appendix 4 for lists of standard meetings)
- 4.10.2 To encourage full trade union/professional organisation membership amongst all employees in the Trust.
- 4.10.3 To communicate with members of their trade union/professional organisation and with departmental or trust management and the relevant trade union/professional organisation.
- 4.10.4 If required to represent the trade union/professional organisations in the consultative machinery at local, regional and national level.
- 4.10.5 To meet with other representatives or full time trade union/professional organisation officers on matters covered by the agreement.
- 4.10.6 Attendance at meetings of the appropriate trade union/professional organisation of which the person is a representative or of which he/she is an official (such as Branch or Branch Committee meetings).
- 4.10.7 To seek to ensure that any collective and policy agreements are adhered to across the trust
- 4.10.8 To organise meetings with members at reasonable times and in accordance with the provisions of Section 8 of this agreement.
- 4.10.9 The trust and trade unions/professional organisations also recognise that in addition to industrial relations functions, it is in the interests of the effective democratic operation of the trade unions/ professional organisations that representatives participate in other activities of the trade union/professional organisation and that such activities may include:
 - i. Participation, as a representative, in official policy making meetings and consultative bodies of the trade union/ professional organisation such as annual conferences or regional meetings. Trade unions recognise also that attendance at annual conferences do not automatically attract paid time from the trusts and each application to attend will be treated on its own merits. Requests from representatives to take annual leave and/or accrued time owing to attend meetings will generally always be agreed subject to reasonable notice having been given.
 - ii Representing the trade unions\professional organisations on external bodies such as committees or working parties within the official trade

union\professional organisation structure.

iii Holding office on official bodies of the trade union\professional organisation.

4.10.10 The trust recognizes that although not a requirement for paid facility time some local representatives undertake “branch” duties were reasonable limited paid facility time will be supported.

5. Structure and Governance

5.1 The formal structure for joint discussions will essentially comprise of:

- Quarterly Joint Negotiation and Consultative Committee (JNCC) The role of the Committee shall be to consult upon and agree through negotiation, working arrangements, policies and procedures relevant exclusively to all staff in the Trust, including arrangements for the application of national terms and conditions of service. (see appendix 6 for TOR)
- Quarterly Local Negotiation Committee (LNC) The role of the Committee shall be to consult upon and agree through negotiation, working arrangements, policies and procedures relevant exclusively to medical staff in the trust, including arrangements for the application of national terms and conditions of service. (see appendix 5 for TOR)
- Monthly informal staff side/senior HR meeting
- Divisional collaborative meetings (see appendix 4)
- Informal staff side meetings (all local representatives invited to)
- H&S committee
- H&S staff side committee
- Informal monthly staff side/managers H&S meeting
- A number of subject specific limited life span joint “task and finish/working groups” to support the work of the above groups/committee’s, as agreed. These may include the co-operating and co-operation of other people to ensure the availability of necessary expertise.

5.2 Governance Arrangements

Minutes of JNCC and LNC go to Executive Director’s Committee for information.

6. Roles and responsibilities

This agreement is not designed to be prescriptive; its purpose is to provide clarity in relation to roles and responsibilities:

6.1 Chief Executive

Has overall responsibility for ensuring the effective implementation of this agreement.

6.2 Director of Workforce

The Chief Executive has given delegated responsibility to the Director of Workforce to take executive ownership for this agreement.

6.3 Chair of Staff Side

To represent all the recognised trade unions/professional organisations and communicate matters between the trust and staff side. Chair of the staff side is

allowed to attend trust public board.

6.4 Managers

To support, promote and abide by the principles set out in this agreement.

6.5 Designated trade unions / recognised professional organisations representatives

To support, promote and abide by the principles set out in this agreement. Support and represent members in the workplace. Their primary role is to protect members rights and ensure they are treated fairly in accordance with employment legislation and their terms and conditions of service.

6.6 Local representatives

To support the full time designated leads with representing staff in the workplace and escalating members issues to the full time representatives.

6.6 Health and Safety Representatives

Work and act upon health and safety aspects of the trust to provide an environment that is safe and without risk to health in accordance with the Safety Representation and Safety Committees Regulations 1977, The Health and Safety (Consultation with Employees) Regulations 1996, The Management of Health and Safety at Work Regulations 1999 and Safety Representatives Code of Practice.

They have the following functions:

- To investigate potential hazards and dangerous occurrences at the workplace (whether or not they are drawn to their attention by the employees they represent) and to examine the causes of accidents at the workplace.
- To investigate complaints by an employee they represent relating to that employee's health, safety or welfare at work.
- To make representations to the trust on general matters affecting the health, safety or welfare at work of the employees at the workplace
- To carry out safety inspections of the workplace in accordance with Regulations 5, 6 and 7
- To represent the employees in consultations at the workplace with inspectors of the Health and Safety Executive.
- To receive information from inspectors on matters affecting the employees' health, safety and welfare and to attend meetings of the Health and Safety Committee.
- Influence the trust to work towards a healthy working environment.

6.8 Union Learning Representative

To empower and enable staff to access lifelong learning. They work with the trust to identify learning needs and support and inform the Learning and Development Prospectus.

6.9 All staff

To support and abide by the principles set out in this agreement.

7 Facilities

7.1 The trust will provide:

- The use in privacy of official telephones for internal and local outside calls;
- The provision and use, by agreement, of notice boards solely for trade union/professional organisation purposes on the trust premises;
- Facilities for representatives to interview individual members in privacy;
- Facilities for the holding of meetings between members and representatives and for education purposes;
- Facilities for meetings with full-time officers of the trade unions/professional organisations;
- Secure office and storage facilities, where the amount of work justifies this, so that documents can be kept in private;
- Subject to the existing payroll contract a quarterly report to trade unions/professional organisations, detailing subscriptions deducted at source using the check-off system;
- Facilities sufficient to enable trade unions/professional organisations elections to take place during working hours;
- Access to departmental or trust management to make representations on behalf of trade unions/professional organisations or members and to discuss matters covered by this agreement.
- Access to P.C and other hardware, within the organisation to be able to carry out their roles
- Access to the trust computer network (subject to compliance with trust rules on data security) subject to agreement over any potential communication that the trust may regard as being not in the best interest of the trust

7.2 Subject to law and recognising that most trade unions prefer members to contribute via direct debit from their bank account, the trust agrees that a check-off system will operate whereby the trusts payroll provider on behalf of the trust undertakes to deduct the trade unions/professional organisations dues from the salary/wage of members and pay them to the trade unions/professional organisations.

7.3 Employees must authorise deductions in writing. Representatives of the trade unions/professional organisations will be responsible for obtaining the written authorisation on the agreed form.

7.4 The amount deducted will be in accordance with the rules of the trade union/professional organisation and shall only be changed at the request of the trade union/professional organisation.

7.5 Any costs to the trust arising out of a change in the trade union's/professional organisation's dues, will be reimbursed by the trade unions to the trust. The changes will be implemented on authorisation of the appropriate trade union/professional organization

7.6 Individual trade unions/professional organisations agree to provide the trust with annual updates at JNCC, as requested by the Director of Workforce, such details specifying the number of employees it represents. The Trust will otherwise make sensible assumptions when notifying trade unions/staff organisations for consultation purposes where specific areas of the Trust are affected by change. These individual trade unions recently responded to a request for clarity of their individual memberships as follows:

7.7 The current figures are:

- Unison - 1414 TBC (lower figure being minimum with upper figure not completely evidenced by their database)
- POA – 600 - 650
- RCN – 450 (but again real number may be higher given some doubts of their membership database and student numbers)
- UNITE – 187

8. Time Off for Trade Union/Professional Organisation Duties and Activities

8.1 The Trust and staff side wish to work in partnership in a collaborative way and to this end the trust recognises that it needs to fund an element of trade union activity. Below indicates the level of support that has been agreed at the time this agreement was reached.

- Mandi Gregory – full time unison
- Sheila David – full time unison
- David Aimson – 0.8 part time RCN
- Gary Lyon – full time POA
- **Total 3.8**

The trust has agreed to fund on a temporary basis for the next 12 months:

- Mick McIndoe – 0.2 part time UNITE
- Chris Tyack – 0.2 H&S representative lead
- Ian Jeremy – 0.1 POA branch duties

8.2 Subject to elections every two years, the roles of staff side chair and staff side secretary, due to the current financial constraints will be elected duly by staff side colleagues and absorbed within the designated roles outlined in paragraph 8.1 above.

8.3 This level of support will be reviewed on an annual basis by both parties. Subject to the general numbers in paragraph 7.7 each organisation can have acceptable and reasonable numbers of accredited representatives to assist the full time lead in pursuance of this agreement (see appendix 2 for current list of local representatives). However wherever possible it is the expectation that the identified representatives above will carry out the majority of the activities, particularly in relation to case work. Local representatives will be available for staff to approach who can then bring local issues to their designated representative's attention, represent the identified lead above when they can not attend meetings due to other union activity.

8.4 Therefore other local trade union representatives should only request approved time off where the named representative above, cannot for some good reason, assist in the specific instance.

8.5 This agreement with staff side also includes the requirement to maintain individual electronic diaries which identifies where individuals are and what they

are doing. This recognises that this is public money that we will be using for trade union activities and hence it has to be auditable and transparent.

- 8.6 Thus this agreement looks to the POA, Unison, UNITE and RCN to be available and manage their local activities such that the first call for trade union assistance from the unions above should be to those named representatives who are formally funded by the trust to provide trade union assistance to their members.
- 8.7 Whilst management recognises the need to assist trade unions in undertaking activity that has mutual benefit, unions also recognise the principal role of the trust is to care for patients and service users. Moreover the trust has finite resources and all requests for time off have to be reasonable, realistic and pragmatic. Management will not pay overtime to representatives and presume that representatives who choose to undertake some activity outside of normal hours do so for their own purposes.
- 8.8 No accredited representative shall suffer any loss of remuneration as a consequence of carrying out the functions in accordance with the agreement. Time off with pay shall be calculated as if the person had worked during the period when the time off was taken. If the pay varies according to the amount of work done, payment should be calculated by reference to the average weekly earnings. Claims cannot be made for actual hours spent if more than contracted.
- 8.9 Prior to taking time off, in accordance with the provisions of this agreement, local representatives shall request in advance permission of the departmental manager to take time off and the general reasons for it, the intended location and the expected period of absence and complete the local representative record sheet (see appendix 3) . Appropriate notice must be given to enable the manager to seek to cover the representative's work, always having in mind the demands of the service and safe staffing levels. Permission will not be unreasonably withheld.
- 8.10 The disciplinary and sickness team leaders will inform all managers when a case has been allocated to a local representative, rather than one of the designated representatives, so that the manager can then cross reference the requests for time off.
- 8.11 All casework will be assigned, were possible, to one of the designated representatives outlined in 8.1, however there is recognition that the designated leads have other staff side and branch roles and therefore where appropriate a local representative will be assigned and their manager informed. The employee relations database will be reviewed on a monthly basis by the Head of HR and the Staff Side Chair to review themes, consistency of practice and outcomes.
- 8.12 If management wishes to refuse time off work, then clear reasons for this should be given and this should be formally recorded on the local representative record sheet. All sheets will be reviewed by the Deputy Director of workforce and staff side chair on a quarterly basis.
- 8.13 During periods of planned annual leave and sickness of the full time representatives, planning with the investigations, sickness team leaders and the deputy director of workforce will ensure a reduction in case load for that period of time. However there is recognition that there may be a greater utilisation of local cover required for the union office during this period. These arrangements will be discussed and agreed prior to any annual leave being agreed and taken.
- 8.14 Special arrangements will be made for accredited representatives who work

unsocial hours either on a regular or rotating basis, so that their hours of work do not prevent them from carrying out their duties effectively. Further advice can be taken from Head of HR.

- 8.15 The following principles shall apply when granting time off for meetings with Management and associated pre-meetings:
- 8.15.1 Management will always endeavor to ensure that meetings take place whilst the appropriate representatives are on duty.
 - 8.15.2 If a meeting is to take place on the representative's day off or while the representative is not on shift and management agree that the representative needs to be at the meeting, then either representatives shall be paid for time spent via the bank, or an equivalent amount of time off in lieu will be given at a time agreeable to both parties and subject to the exigencies of the service.
 - 8.15.3 The trust recognises that trade union/professional organisation meetings may on occasions be held during working hours. Where trade unions/professional organisations propose to hold a meeting of members during normal working hours the representative(s) concerned shall request the appropriate manager(s) of the Department(s) where the members are employed and shall agree the arrangements, including the time and location of the meeting, with the Deputy Director of Workforce.
 - 8.15.4 Where it is proposed to hold meetings on the trust's premises at any time, prior agreement must be obtained from the appropriate manager for the use of the premises for that purpose.
 - 8.15.5 Any dispute as to time off in accordance with this agreement shall be referred to the Deputy Director of Workforce.

9. Training

- 9.1 It is the responsibility of the trade unions/professional organisations to ensure that their representatives are appropriately briefed on and trained in their duties, the rules and practices of their trade unions/professional organisations, the appropriate agreements/procedures and the practice of industrial relations generally. However, the Trust will assist recognised trade unions/professional organisations to discharge their responsibility by allowing reasonable time off with pay for designated lead/active representatives to take part in relevant training activities, whether organised by their own trade unions/ professional organisations or by other organisations.
- 9.2 The trust (subject to agreement that the number of such requests seems reasonable in relation to the membership of the specific trade union) and the trade unions/ professional organisations agree to the principles set out in the ACAS Code of Practice 3 January 2010, "Time Off for Trade Union Duties and Activities" section 2 for "the training of union representatives in aspects of employment relations and employee development".
- 9.3 The amount of time off will be as is reasonable in all the circumstances. This will depend on the nature of Industrial Relations duty in question, and in the case of meetings away from the workplace, the amount of travelling time needed.
- 9.5 At the discretion of management representatives may attend relevant courses organised by the trust. In such cases time off with pay will be given and the trust shall meet the expenses and fees in accordance with the employee's terms and conditions of service.

9.6 All trade union and professional organisations representatives will attend all essential and mandatory training as determined by the trust.

10. Responsibilities of Staff Side to Manage Facilities

10.1 The Staff Side collectively through the Staff Side chair will be responsible for managing Staff Side facilities and will be able to give account to the Director of Workforce when required.

11. Procedure for Negotiation and Consultation - Function and Scope

11.1 The trust and staff-side agree that it is in their mutual interest to observe a negotiating and consultation procedure by which all issues arising between them can be considered and resolved.

11.2 To achieve this objective, the trust and staff-side are committed to:-

11.2.1 Maintaining and improving industrial relations through regular forums of negotiating and consultation between the Trust and its employees.

11.2.2 To speedily resolve all issues at the earliest stages as possible

11.2.3 Issues raised locally by individual employees or groups of employees will be addressed internally only through the trust's established grievance procedure.

However, where disputes arise at a national or regional level which it is not possible to resolve at trust level (e.g. in connection with proposed national industrial action), parties to this agreement will meet to discuss impacts / service continuity plans.

Where recognised professional bodies / trade unions have raised a significant workplace issue which, in their view, the trust has failed to adequately address after discussion at the JNCC, they will be entitled to formally register a dispute by writing to the Trust Secretary, setting out both the concern and the proposed solution. The Trusts Secretary will appoint an independent arbitrator for example ACAS within 28 days to mediate a solution between both parties within 56 days of appointment. Depending upon the nature of the dispute additional time may be requested.

11.2.4 The smooth operation and speedy implementation for agreements made, provided that no further agreement is required at another level.

11.2.5 Negotiation and consultation of any other matters that affect the trust or its employees, including matters referred by the employees' unions.

11.2.6 To make recommendations and take appropriate decisions on relevant issues.

11.2.7 To increase awareness of industrial relation matters

11.2.8 Any other matters of collective bargaining, as defined by the Trade Union and Labour Relations (Consolidation) Act 1992, to include training, employee development and equal opportunities.

11.2.9 To give effective consideration to staffing levels, skill mix, quality assurance and the way in which services are delivered.

11.2.10 To establish and maintain machinery for the promotion and encouragement of measures affecting the health, safety and welfare of the trust's employees, to receive reports and to take appropriate action.

12. Negotiations and Consultative Forums

12.1 The mechanisms for achieving the objective in Section 11.1 will be the trust's Joint Negotiation and Consultative Committee.

12.2 Joint Negotiation and Consultative Committee (JNCC)

The Joint Negotiation and Consultative Committee is an established and effective structure which, in the interests of improving patient services, allows the Unions and the Trust to meet regularly, and maintain and improve the quality of employee relations, as well as eliminate friction or misunderstanding and resolve any differences quickly. The JNCC is the mechanism for consultation on all key issues affecting staff employed in the Trust. Membership will be as follows:-

- Chief Executive
- Director of Workforce
- Deputy Director of Workforce and Other Executives/ managers as appropriate
- Director of Finance or deputy
- Director of Nursing or deputy
- Designated Staff Side leads from UNISON, RCN, POA, UNITE
- One representative each from professional organisations and unions with membership in the trust

Quorum three representatives from each side

Attendance by full time regional union officers will be by invitation and following agreement between the Chair of Staff Side and Director of Workforce. It is recognised that on occasions it may be a different individual for specialist advice.

12.2.1 The PA to the Director of Workforce will provide secretarial support.

12.2.2 The group will be at liberty to set up working parties or sub groups to address specific issues where this is seen by both sides as assisting the process of resolving matters.

12.2.3 The group meetings will be structured by an agenda and minutes of the meetings will be taken and thereafter circulated to members of the group. All documents and issues must be agreed by the constituent side i.e. Staff side or management before going onto the join agenda.

12.2.4 All such agreements arising out of the work of the group will require the signatures on behalf of the trust and each of the unions involved. Both sides acknowledge the integrity of collective agreements and accept that there should be no variation without prior negotiation and agreement.

12.2.5 In the event of a disagreement arising out of the interpretation of any collective agreement the matter will be dealt with by the Chair of Staff Side and Deputy Director of Workforce with a view to advising the enquiring party as to the meaning of the agreement. Where they are unable to agree the meaning of an agreement or part thereof, the matter will be addressed by the full group. In outlining this, it is the intention of both sides to ensure that agreements are expressed in a clear fashion that does not give rise to ambiguity.

12.2.6 The JNCC will be convened on (quarterly) basis and at any time so determined by the group. It is acknowledged by both parties that substantial issues may require the group to meet on a monthly basis but regular informal meetings with Human Resources and Staff Side will be facilitated to avoid any unnecessary meetings.

12.3 The Chair will either be the Chief Executive or nominated deputy

12.4 The trust shall provide reasonable facilities to staff representatives for the conduct of JNCC business and, when necessary, that of appointed subgroups, including the holding of pre-meetings during normal office hours and paid leave of absence for representatives to attend meetings and consult with their members.

13. Medical Staff

The Local Negotiating Committee for medical staff is established to negotiate and consult upon matters which are specific and exclusive to medical staff. Issues of a general nature which are applicable to all staff will continue to be discussed at the JNCC and will not be referred to separately to the LNC. The staff side of this committee should include representatives of the BMA and the wider medical body.

14. Budgets

Management accept that when a representative is granted time off work for trade union activities/training/health and safety/learning activities this will invariably create difficulties for the host ward/division in covering their duties. This may mean other staff having to absorb additional workload or staff having to cover through working additional hours, temporary appointments, bank/agency staff etc. and can place a cost pressure on manager's budgets.

To assist managers in identifying the relevant budget pressures the record sheets of local representatives will be reviewed after 12 months to ensure equity of facility time across the trust and agree with the Director of Finance if budget setting needs to be reviewed.

15. Management arrangements

The designated full time representatives will all be line managed by the Deputy Director of Workforce including booking annual leave, completion of their individual PACE, reporting of sickness etc

16. General

- 16.1 The JNCC will discuss matters subject to negotiation/consultation and matters subject to management decisions.
- 16.2 The trust and the staff side support improvements in the efficiency of the Trust and the provision of a more effective service to the public. The introduction of changes in work methods and organisation can only be successful with the agreement of the staff concerned. In order to ensure the maintenance of good employee relations it is the trust's policy to inform the staff side at an early date of any matters likely to affect staff and to discuss/consult/negotiate with them
- 16.3 The trust will comply with the latest ACAS Codes and legislation on the minimum information and consultation requirements on these matters, including legislation when "contemplating" redundancies.
- 16.5 Consultation may be used as a means of providing early information on matters which may later become the subject of negotiation.
- 16.6 Consultation should take place on all matters on which a National, Regional or Local Agreement requires consultation.
- 16.7 Management should consult about any significant decision that is likely to affect the well being of employees. In particular, consultation should cover:-
- i) Strategic planning decision, including the allocation of resources which have staffing implications.
 - ii) Consequential administrative operational decision, especially those likely to affect the job prospects or job security of particular groups or occupations.
 - iii) Aspects of the immediate job environment, plus those parts of the individual employment relationship not subject to collective bargaining.

17. Interpretation Variation and termination

- 17.1 Any disputes as to the interpretation of this agreement shall be referred to in the first instance to the Deputy Director of Workforce and the Staff Side Chair, if they fail to resolve the dispute then it should be referred to the JNCC.

18. Declaration

- 18.1 The undersigned Chair of Staff Side has been duly elected as representing all the recognised trade unions and professional organisations. The agreement has been jointly drawn up and agreed and is accepted on behalf of the trust and trade unions/professional organisations by:-

Chief Executive - Joe Rafferty

Date 1st April 2015

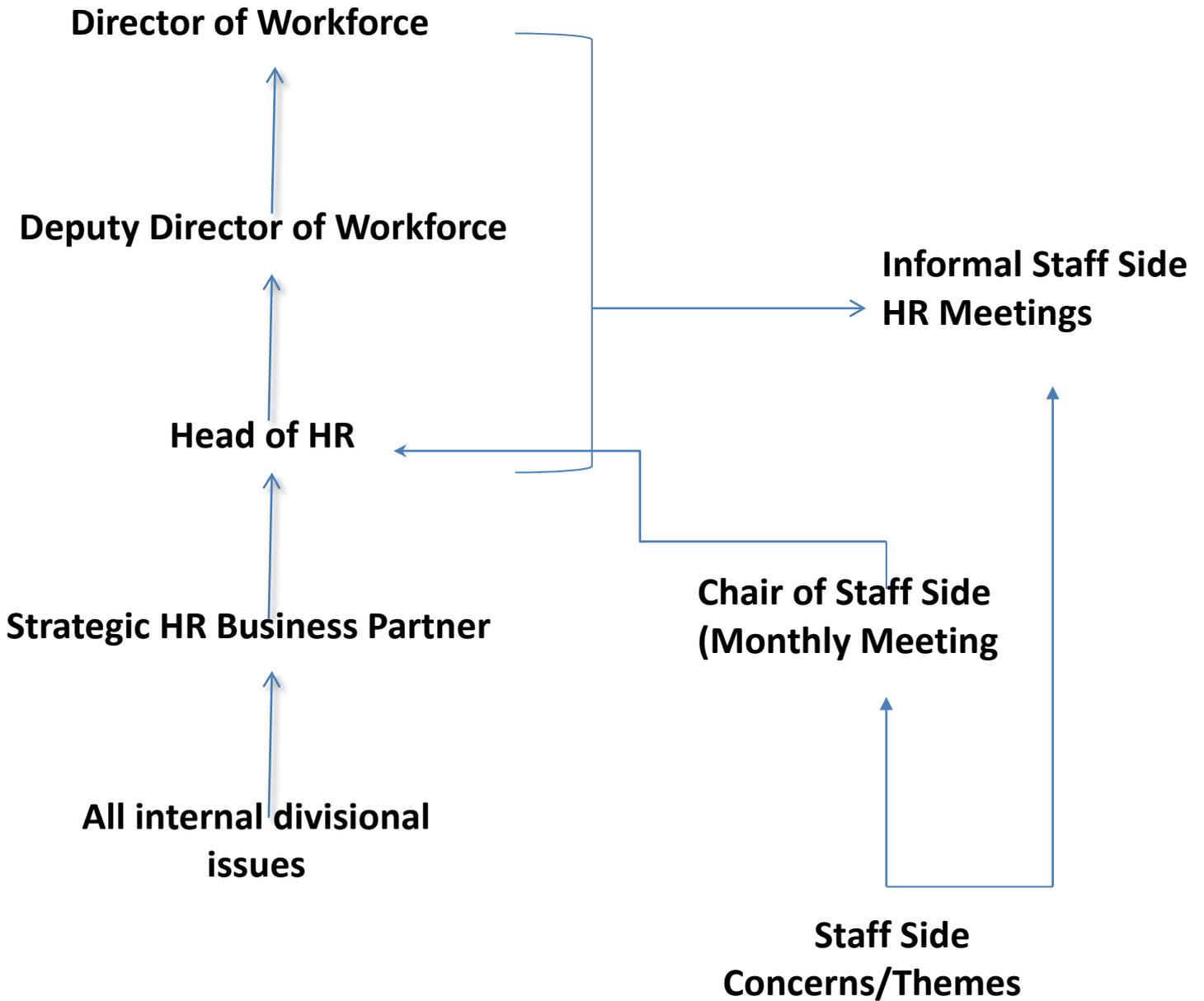


Chair of Staff Side - Mandi Gregory

Date 2nd April 2015



Appendix 1 Escalation Process



Appendix 2 List of Local Representatives

Mersey Care reps - Unison

Ty Adamu	Scott clinic
Peter Bingham	Local drivers
Bob Blakemore	Rathbone rehab unit
Meryl Cusack	Corporate services
Sheila David	across all services
Donna Davey	Windsor house
Natalie Goulding	Broad oak unit
Mandi Gregory	across all services
Malcolm Greenhouse	Corporate services – H&S rep
Simon Magner	I Merseyside
Karen Tevendale	Supported living services
Dave Underwood	Scott clinic

POA

Gary Lyon	Ashworth
Ian Jeremy	Ashworth
Lorraine Lewis	Learning Rep
Mike Nordmann	Scott Clinic
Lee Gornall	Scott Clinic
Tony Lynch	Broadoak
Mike Bradfield	Ashworth
Justine Shiels	Ashworth
Chris Tyack	H&S rep

RCN

Dave Aimson Windsor Clinic

GMB

Lisa Ryan

Unite

Mike McIndoe -
Russell Pringle -
Emma White - Equality Rep
John Hunter - Health and Safety - Rep

SOP

Stephen Addingadoo

BMA

Richard Barnes
Declan Hyland
Janine Griffiths

Record Sheet for Local Representatives

Name

Department.....

Trade Union.....

A copy of this form should be sent to the Head of HR at the end of each quarter

Q1 – 30 June Q2 – 30 September Q3 – 31 December Q4 – 31 March

Date	Time	Details of activity	Paid or unpaid	Granted/Refused If applicable	Reason if refused	Line Manager

Date	Time	Details of activity	Paid or unpaid	Granted/Refused If applicable	Reason if refused	Line Manager

Appendix 4 List of standard meetings

Board/committees

Board – Staff Side Chair

QAC – Staff Side Chair

Local and Secure Governance Boards – Staff Side Chair

Quarterly JNCC

Quarterly LNC

Monthly staff side/HR informal meetings

H&S Committee Security Committee – Monthly – Staff Side Chair and H&S reps

Informal monthly H&S meetings

Local Division

Quarterly management and staff side meetings- covering all service lines

Facilities collaborative meetings

Secure Division

- Collaborative working group - (inpatient & rehab) – quarterly
- Collaborative working group – (Security) – quarterly
- Monthly informal collaborative meeting
- Staff side invited at daily morning staffing meeting
- Security Health and Safety meeting

Corporate Services

- Monthly collaborative working groups – estates and facilities
- IM collaborative meeting

Appendix 5 TOR LNC

Joint Local Negotiating Committee Terms of Reference

1. The Committee shall be called the Joint Mersey Care NHS Trust Medical Local Negotiating Committee (“The Committee”).

2. **Terms of Reference**

2.1 The Committee shall represent all medical staff directly employed by Mersey Care NHS Trust.

2.2 The role of the Committee shall be to consult upon and agree through negotiation, working arrangements, policies and procedures relevant exclusively to medical staff in the Trust, including arrangements for the application of national terms and conditions of service.

2.2 The Committee will also be the forum through which the Trust will, where appropriate, formally seek the views of the medical staff on relevant matters, including those which are of wider application to the staff of the Trust.

2.3 The Committee will be the only body recognised by the Trust for these purposes.

3. **Limitations**

The Committee will not consider:

a. Matters relating to individual members of staff, or groups of staff in areas such as discipline or grievance.

b. Matters associated with Terms and Conditions of employment, relating specifically to non-medical staff. As far as negotiation is concerned, any general matter affecting the Trust’s staff as a whole, which is subject to negotiation at the JNCC, but would, where applicable to Medical Staff, be considered in this Committee.

c. Matters associated with contracts for the provision of health services between the Trust and its commissioners.

4. **Membership**

Membership of the Committee shall be as follows:

4.1 Representatives of medical staff within the Trust nominated by the Local Negotiating Committee

4.2 Representatives of the management of the Trust

- CEO
- Director of Workforce
- Medical Director
- Deputy Director of Workforce
- Head of Workforce

4.3 Where possible, deputies will be appointed to attend meetings in the absence of the principal member(s).

4.4 The BMA Industrial Relations Officer shall be entitled to attend meetings of the committee in an advisory/ consultative capacity.

4.5 Each side shall have the right to co-opt members in a consultative or advisory capacity, subject to advance notification to the Chairman of the Staff representatives and the Committee Secretary.

5. **Officers**

5.1 The Committee shall appoint a Chairman and Vice Chairman annually. These positions will rotate between the management and LNC members annually.

5.2 The Committee will appoint joint secretaries who will agree agendas and minutes. The management side secretary will be responsible for administrative arrangements.

6. **Decisions**

6.1 The Committee shall decide all matters through negotiation, consultation and agreement between the sides, each side coming to its own position in its own manner.

6.2 Where this is not possible, failure to agree will be recorded.

7. **Meetings**

7.1 The Committee shall normally meet bi-monthly and written notice of the date, venue and agenda shall be circulated in advance. Facilities will be made available to both sides to meet separately prior to the joint meeting.

7.2 A special meeting of the Committee must be called at the written request of three members.

7.3 The quorum for a meeting shall consist of two staff side members and two Management Side members.

8. **Changes**

- 8.1 Changes to the terms of reference may only be made by agreement of the committee.

Appendix 6 TOR JNCC

Joint Negotiating Consultation Committee Terms of Reference

1. The Committee shall be called the Joint Mersey Care NHS Trust Negotiating Committee.

2. **Terms of Reference**

2.1 The Committee shall represent all staff directly employed by Mersey Care NHS Trust.

2.2 The role of the Committee shall be to consult upon and agree through negotiation, working arrangements, policies and procedures relevant exclusively to all staff in the Trust, including arrangements for the application of national terms and conditions of service.

2.2 The Committee will also be the forum through which the Trust will, where appropriate, formally seek the views of the staff on relevant matters, including those which are of wider application to the staff of the Trust.

2.3 The Committee will be the only body recognised by the Trust for these purposes.

3. **Limitations**

The Committee will not consider:

- a. Matters relating to individual members of staff, or groups of staff in areas such as discipline or grievance.
- b. Matters associated with Terms and Conditions of employment, relating specifically to staff.
- c. Matters associated with contracts for the provision of health services between the Trust and its commissioners.

4. **Membership**

Membership of the Committee shall be as follows:

4.1 Representatives of Trade Union recognised by the Trust

- Unison
- RCN
- POA
- UNITE
- CSP
- BAOT
- GMB
- BMA

4.2 Representatives of the Executive Management of the Trust

- CEO
- Director of Workforce
- Director of Nursing - deputy - (Deputy Director of Nursing)
- Director of Finance - deputy - (Director of Delivery)
- Deputy Director of Workforce
- Head of Workforce

4.3 Where possible, deputies will be appointed to attend meetings in the absence of the principal member(s).

4.4 Quorum three representatives from each side

5. **Decisions**

5.1 The Committee shall decide all matters through negotiation, consultation and agreement between the sides, each side coming to its own position in its own manner.

5.2 Where this is not possible, failure to agree will be recorded.

6. **Meetings**

6.1 The Committee shall normally meet quarterly and written notice of the date, venue and agenda shall be circulated in advance. Facilities will be made available to both sides to meet separately prior to the joint meeting.

6.2 An Extraordinary Meeting of the Committee will be convened if deemed necessary by both parties.

6.3 The quorum for a meeting shall consist of three staff side members and three Management Side members.

6.4 Informal Staff Side meet monthly with senior workforce team in order to communicate and share information with either parties of plans, concerns and operational difficulties in Partnership.

7. **Changes**

7.1 Changes to the terms of reference may only be made by agreement of the committee.

Appendix 7 HR Contact List

NAME		JOB TITLE	NUMBER	MOBILE
Amanda	Oates	Executive Director of Workforce	0151 473 2757	07880 056 047
Jo	Twist	Deputy Director of Workforce	0151 473 2763	07814 397 512
Lynn	Lowe	Head of HR	0151 471 2356	07814 666 455
Judith	Booth	PA to Amanda Oates/Lynn Lowe/Jo Twist	0151 471 2399	
Frances	Poole	HR Secretary	0151 473 2943	
Karen	Gallagher	HR Secretary (Temp)	0151 473 2980	
Jodie	Senior	Strategic HR Business Partner - Local Services	0151 471 2402	07970 141 784
Sylvia	Stanton	Senior HR Advisor - Local Svces	0151 471 2333	07977 401 217
Kim	Stanley	HR Advisor - Local Svces - Liverpool	0151 471 2470	07790 574 173
Rebecca	Lea	HR Advisor - Local Svces - Assessment, Complex & Specialist Svces	0151 471 2620	07976 390 923
Jenny	Lovell	HR Advisor - Local Services - Sefton & Kirkby	0151 473 2756	07866 813 346
Vicki	Wilson	Strategic HR Business Partner - Secure Services	0151 473 2790	07989 497 608
Helen	Brook	HR Business Partner - Secure Services	0151 471 2398	
Lynne	Gibson	HR Advisor - Secure Services	0151 473 2796	07779 809 762
Shirley	Taggart	HR Advisor - Secure Services	0151 473 2796	
Jenny	Charnock	Strategic HR Business Partner - Corporate	0151 471 2653	07779 253 648
Pauline	Copland	HR Business Partner - Corporate	0151 473 2759	07974 184 282
Emma	Baker	HR Advisor - Corporate	0151 473 2957	07973 419 114
Stephanie	Graham	HR Officer - Corporate	0141 473 2801	07817 831 968
Diane	Hutton	Sickness Absence Advisor	0151 527 3414	07970 813 843
Anne-Marie	Highcock	Sickness Absence Officer	0151 527 3414	
Julie	Flannigan	HR Business Partner - Informatics	0151 473 2755	07773 784 524
Rachel	Webster	HR Advisor - Informatics	0151 471 2607	07773 394 653
Julie	Duffy	HR Investigations Advisor	0151 471 2429	TBC
Lydia	Paxton	HR Investigations Officer	0151 473 2723	
Vikki	Hilton	HR Investigations Officer	0151 473 2895	
Leanne	Williams	Resourcing Manager	0151 473 2760	07772 211150