



**Mersey Care**  
NHS Foundation Trust

Community and Mental Health Services

# Partnership Agreement

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## **1 Recognition**

**1.1** Mersey Care NHS Foundation Trust recognises that it is to the mutual benefit of the trust for colleagues 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:

- British Association of Occupational Therapists
- British Medical Association
- Chartered Society of Physiotherapists
- General, Municipal, Boilermakers and Allied Trade Union (GMB)
- Prison Officers Association
- Royal College of Nursing
- UNISON
- UNITE
- British Dietetic Association
- British Dental Association
- Society of Chiropractors and Podiatrists
- MiP
- Society of Radiographers

**1.2** The trust believes that fully representative trade unions and professional organisations lead to good employee relations and will therefore encourage colleagues 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 liaise with the Staff Side Chair who will discuss with the Executive 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 Executive Director of Workforce

**1.4** The unions accept that management will want to communicate with all its colleagues 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 colleagues. 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 colleagues. For all parties it must be recognised that the continued success of the trust is dependant upon its ability to grow its business dynamically and introduces 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.

**2.3** Both the trust and staff side colleagues share the same aims:

- That colleagues are treated fairly
- To ensure that colleagues/members are fit, well and engaged
- To ensure that colleagues are involved in decisions that affect them
- To provide a safe environment, have the necessary skills and equipment to deliver an effective and efficient service
- To provide a service that our colleagues/members can be proud of
- To ensure appropriate access to health and wellbeing support
- To provide support to colleagues/members when it is required.

**2.4** It is also recognised 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.

**2.5** Both sides agree to endeavour to achieve early and pragmatic resolution of issues affecting people in work wherever possible in preference to relying on elongated formal processes.

**2.6** 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 the workforce, service users and their carers.

**2.7** Build trust and a mutual respect for each others roles, responsibilities and views.

**2.8** Maintain agreed confidentiality in all discussions / communications.

**2.9** Seek swift resolution of any issues of dispute, preferably by informal action and early discussion (see appendix 1).

- 2.10** 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.
- 2.11** Adopting and agreed an early resolution process (see para 2.18 and 11.2.3).
- 2.12** 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 at an early stage 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.
- 2.13** 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.
- 2.14** 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 colleagues covered by this agreement.
- 2.15** 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.
- 2.16** The trust and staff-side colleagues 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 including pay, 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.
- g. Health and Safety issues – consider whether H&S,
  - ii) Additional matters specified under "Functions and Scope" of the negotiating machinery set out in Section 11 of this Agreement.

- 2.17** The trust and staff-side colleagues 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.
- 2.18** 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 Executive Director of Workforce.
- 2.19** Staff side colleagues can raise any concerns or themes for escalation with the Staff Side Chair at any time. The staff side leads (each union) and the senior HR team will meet on a monthly basis to discuss all operational matters (informal staff side meetings). In addition the Chair of Staff Side may meet the Associate Director of Workforce - HR and/or Deputy Director of Workforce on a monthly basis to agree the agenda for JNCC and discuss any outstanding operational issues from the collaborative meetings. Any issues that the Staff Side feels needs raising immediately shall be raised with either the Associate director of Workforce – HR, Deputy Director Workforce or Executive Director of Workforce.
- 2.20** 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.
- 2.21** For the individual trade union constitution rules please visit the appropriate websites.

### **3 Partnership Working Values and Behaviours**

- 3.1** The trust has developed with colleagues 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 behaviour
- 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 colleagues to demonstrate the behaviours that reflect Mersey Care's Values of Continuous Improvement, Accountability, Respect, Enthusiasm and Support 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 colleagues including trade union and professional organisation representatives to abide by the trust values and behaviours.

**3.5** Mersey Care Foundation Trust / Trade Unions and Professional Organisations that are recognised within the Partnership Agreement will be accountable to each other, their relevant Trade Union or Professional Organisation, for shared responsibility, by means of;

- Access to timely and accurate information shared between partners.
- Responsibility and ownership of tasks carried out in accordance with the General Principles, Aims and Scope of the Partnership Agreement.
- Ensure that there are on going and open communications between all parties.

## **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 TUC guidelines. The names of representatives and the divisions they represent, or function they carry out, will be notified officially in writing to the Executive 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 Executive Director of Workforce of changes of representatives both designated leads and local representatives. On receipt of such details, or amendments to previously notified details of accreditation, the Associate Director of Workforce- HR will notify the representative department of the relevant appointments via a separate log available from HR. The Executive Director of Workforce will also respond to all requests for accreditation.
- 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. All representatives with designated facility time (see para 8.1) and for all local representatives the completion of the relevant record sheet documentation ( see appendix 3). The record sheets will be sent by the representatives to the Associate Director of Workforce - HR on a monthly basis who will maintain a record of all accredited trade union representatives, trade union activity and facility time. Unpaid facility time should also be recorded on the record sheet for a fair analysis of union activity work taking place.
- 4.6** In line with the Trade Union (Facility Time Publication Requirements) Regulations 2017 the trust has to report on an annual basis the trade union facility time via a government portal and also display the information on the trust website. This information is reported every July for the period April – to March.
- 4.7** It is the managers' responsibility to ensure the wards/departments are staffed safely.
- 4.8** 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.
- 4.9** The training of and facilities for representatives are dealt with in Section 9 of this agreement.
- 4.10** The recognition and facilities afforded by this agreement to any representative or official shall be withdrawn in the event that:
- 4.10.1** The individual resigns the trade union/professional organisation appointment for which the recognition and facilities had been granted; or
- 4.10.2** The union changes identity, resulting from a merger or amalgamation, in which case revised representation arrangements may need to be reviewed;



**4.10.3** The trade union/professional organisation notifies the Executive Director of Workforce in writing that the individual has ceased to be a representative of the trade union/ professional organisation;

**4.11** 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 colleagues of the trust. Their functions and responsibilities are as follows:

**4.11.1** 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, early resolution, 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).

**4.11.2** To encourage full trade union/professional organisation membership amongst all colleagues in the Trust.

**4.11.3** To communicate with members of their trade union/professional organisation and with departmental or trust management and the relevant trade union/professional organisation.

**4.11.4** If required to represent the trade union/professional organisations in the consultative machinery at local, regional and national level.

**4.11.5** To meet with other representatives or full time trade union/professional organisation officers on matters covered by the agreement.

**4.11.6** 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).

**4.11.7** To seek to ensure that any collective and policy agreements are adhered to across the trust.

**4.11.8** To organise meetings with members at reasonable times and in accordance with the provisions of Section 8 of this agreement.

**4.11.9** 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 activity 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
- 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.

**4.11.10** The trust recognises that although not a requirement for paid facility time some local representatives undertake “branch” duties where reasonable limited paid facility time will be supported.

## **5. Structure and Governance**

- 5.1** The formal structure for joint discussions will essentially comprise of:
- Bi monthly Joint Negotiation and Consultative Group (JNCG) The role of the Group shall be to consult upon and agree through negotiation, working arrangements, policies and procedures relevant exclusively to all colleagues in the Trust, including arrangements for the application of national terms and conditions of service. (see appendix 6 for TOR)
  - Quarterly Joint Local Negotiation Group (JLNG) The role of the Group 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 JNCG and JLNG 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 Executive Director of Workforce**

The Chief Executive has given delegated responsibility to the Executive 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 allowed to attend trust public board and Quality Assurance Committee.

### **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 colleague's rights and ensure they are treated fairly in accordance with employment legislation and their terms and conditions of service.

**6.6 Accredited Local representatives** Workplace representatives are accredited following training on trade union stewarding. Once accredited they will support the full time designated leads) with representing staff in the workplace and escalating members issues to the full time representatives.

**6.7 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(individually or joint) 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 colleagues**

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 organisation

**7.6** Individual trade unions/professional organisations agree to provide the trust with annual updates at JNCC, as requested by the Executive Director of Workforce, such details specifying the number of colleagues 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.

## **8. Time off for trade union 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.

Unison – 4.7 wte  
RCN – 2.00 wte  
POA – 1.3 wte  
Unite- 1.6 wte

- 8.2** Subject to elections every two years, the roles of staff side chair and staff side secretary, 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. Each organisation can have acceptable and reasonable numbers of accredited representatives to assist the full time lead in pursuance of this agreement (for a current list of local representatives please contact HR). 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 and complete monthly returns to HR 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 all unions 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, accredited local representatives shall request in advance permission of the departmental manager to undertake union duties and the general reasons for it, the intended location and the expected duration of the commitment and

complete the accredited 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** If management wishes to refuse time off work, then clear reasons for this should be given and this should be formally recorded on the accredited local representative record sheet. All sheets will be reviewed by the Associate Director of Workforce - HR and staff side chair on a quarterly basis.
- 8.11** During periods of planned annual leave and sickness of the full time representatives, 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.
- 8.12** 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. These representatives should not suffer any financial detriment due to undertaking these duties. Further advice can be taken from Associate Director of Workforce - HR.
- 8.13** The following principles shall apply when granting time off for meetings with Management and associated pre-meetings:
  - 8.13.1** Management will always endeavour to ensure that meetings take place whilst the appropriate representatives are on duty.
  - 8.13.2** 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, or the meeting can be rearranged by mutual agreement.
  - 8.13.3** 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. If there are any issues relating to this the staff side chair will contact the Associate Director of Workforce- HR to escalate and find a resolution.
  - 8.13.4** 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.

## **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.
- 9.4 Where representatives are required to attend relevant courses organised by the trust, this will be granted as paid time and the trust shall meet the expenses and fees in accordance with the employee's terms and conditions of service at normal working rates. In addition, any training identified through the PACE appraisal process will also be granted in accordance with the Learning & Development Policy.
- 9.5 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 Executive Director of Workforce when required to.

## **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 process as detailed below 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 colleagues.
  - 11.2.2 To speedily resolve all issues at the earliest stages as possible
  - 11.2.3 Issues raised locally by individual colleagues or groups of colleagues will be addressed internally only through the trust's established grievance/early resolution 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 JNCG, 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 colleagues, including matters referred by the colleagues' 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 colleagues, 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 Group (JNCG)**

The Joint Negotiation and Consultative Group 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 JNCG is the mechanism for consultation on all key issues affecting colleagues employed in the Trust. Membership will be as follows:-

- Chief Executive
- Executive Director of Workforce
- Deputy Director of Workforce and Other Executives/ managers as appropriate
- Executive Director of Finance or deputy
- Executive Director of Nursing or deputy



- Chief Operational Officers or Deputy
- Staff Side Chair
- Staff Side Secretary
- Designated Staff Side leads from all trade unions

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 Executive 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 Executive 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 joint agenda 10 days prior to the meeting.
- 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 there of, 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 a bi-monthly 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 Joint Local Negotiating Group for medical and dental staff is established to negotiate and consult upon matters which are specific and exclusive to medical and dental staff. Issues of a general nature which are applicable to all colleagues will continue to be discussed at the JNCC and will not be referred to separately to the JLNG. The staff side of this committee should include representatives of the BMA, BDA and the wider medical body.

#### **14. Budgets**

Management accept that when a representative is granted facilities time 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 of manager's budgets.

#### **15. Management arrangements**

The designated full time representatives will report to the Associate Director of Workforce - HR in terms of 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 colleagues 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 colleagues 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.
- 16.4** Consultation may be used as a means of providing early information on matters which may later become the subject of negotiation.
- 16.5** Consultation should take place on all matters on which a National, Regional or Local Agreement requires consultation.
- 16.6** Management should consult about any significant decision that is likely to affect the well being of colleagues. 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 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 and will be reviewed every 12 months by:-

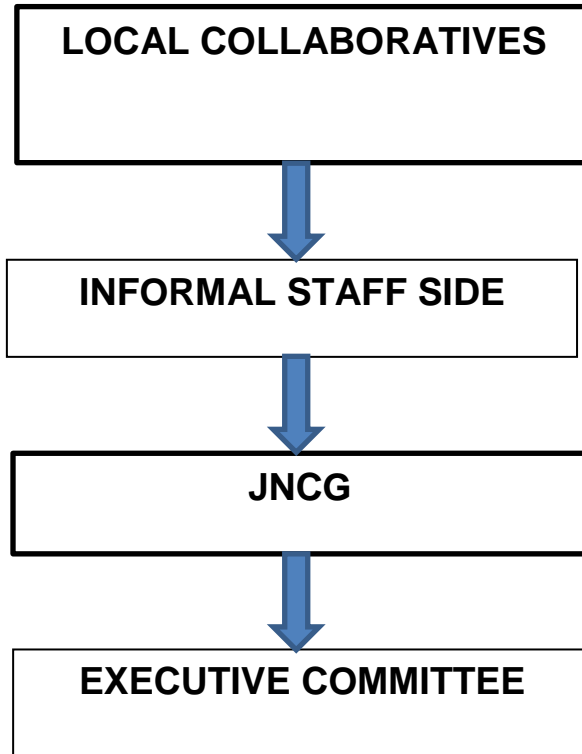
..... and .....

Chief Executive

and

Chair of Staff Side

**Appendix 1  
ESCALATION PROCESS**



**Appendix 2  
Record Sheet for Representatives**

Name

.....  
.....

Department.....  
.....

Trade

Union.....  
.....

A copy of this form should be sent to the Associate Director of Workforce - HR at the end of each month

Date	Time	Details of duties	Details of Activity	Paid/Unpaid	Granted/Refused If applicable	Reason for refusal	Line manager

Trade Union duties are paid and include things such as:

- supporting members with ER cases, negotiating
- negotiating pay, terms and conditions
- helping union members with disciplinary or grievance procedures including meetings to hear their cases
- going with union members to meetings with their line manager to discuss flexible working requests
- discussing issues that affect union members like redundancies or the sale of the business

Trade Union activity is unpaid and includes:

- discussing internal union matters eg Staff side meetings,
- dealing with administration of the union.
- meetings with union officials
- industrial action