

# **Title: Partnership Agreement (Trade Unions and Professional Organisations)**

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## Contents

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<b>1</b>	<b>Purpose</b> .....	<b>3</b>
<b>2</b>	<b>Who are the Partners to this Agreement</b> .....	<b>3</b>
<b>3</b>	<b>Related documents</b> .....	<b>4</b>
<b>4</b>	<b>Definitions</b> .....	<b>4</b>
<b>5</b>	<b>Responsibilities</b> .....	<b>6</b>
<b>6</b>	<b>General Principles</b> .....	<b>6</b>
6.1	TEWV Joint Consultative Committee Terms of Reference .....	6
6.2	Locality Consultative Committee (LCC) – Terms of Reference .....	7
6.3	Maintaining Good Employee Relations .....	8
<b>7</b>	<b>Interpretation and Variation</b> .....	<b>8</b>
<b>8</b>	<b>Monitoring and Review</b> .....	<b>9</b>
<b>9</b>	<b>Document control</b> .....	<b>9</b>
<b>10</b>	<b>Appendices</b> .....	<b>10</b>
10.1	Appendix 1 – Trade unions and professional organisations recognised by the Trust	11
10.2	Appendix 2 – Facilities agreement .....	12
10.3	Appendix 3 – Time off for trade union or professional organisation duties and activities – record sheet.....	18
10.4	Appendix 4 – Consultation process.....	19

## 1 Purpose

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- 1.1 This partnership agreement seeks to build upon joint approaches to working and problem solving between the Trust and Trade Unions and Professional Organisations that have been reinforced by joint working in change programmes, such as Agenda for Change and is based upon the following principles:
- Shared commitment to the business or service needs of the organisation
  - Open and well informed consultation and dialogue at an early stage by all parties to the agreement including Senior Managers, Staff Side representatives and HR (see 3.1)
  - Commitment to the best working principles across all of the services of the Trust
  - Effective communication processes across all levels of the Trust
  - Developing the right climate where staff feel they can contribute
  - Recognition that there might be times when legitimate differences of interest and priorities exist between the partners to the agreement and a shared commitment to reach a solution together that adds value
- 1.2 To help spread the benefits of partnership working managers must ensure that staff and Trade Union or Professional Organisation representatives are systematically and routinely involved in shaping the service and in the decision-making process. Managers will also need to ensure that employees feel able to contribute and are confident that their contribution counts and is valued.
- 1.3 This approach will benefit both service users and staff and will reinforce a working environment where the right balance is reached between the needs of the service and the needs of its employees. Where employees feel they are respected, valued and involved in the decisions that affect the services of the Trust they will reflect that respect and caring to patients and ultimately improve the quality of patient care.
- 1.4 All employees covered by this agreement will have equality of treatment and opportunity in line with equalities legislation.

## 2 Who are the Partners to this Agreement

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- 2.1 The Partners to this Agreement include the Trust Board and senior management team of the Trust, Managers within the Trust, the Human Resources Department and all recognised and accredited Trade Union and Professional Organisation representatives. For the avoidance of doubt, Trade Unions and Professional Organisations recognised by the Trust are listed at Appendix 1.
- 2.2 Staff involvement and successful partnership working requires Managers to be committed to an open and participative working style by being honest, open and fair in their relationships with staff. The Trust Board and Senior Managers will demonstrate this through their own behaviour and the behaviour they expect from others. All managers will ensure that they are familiar with the Partnership Agreement and the principles within it.

2.3 All parties will abide by the principles contained in the Staff Compact and Trust Values.

### 3 Related documents

3.1 This procedure and agreement also refers to:-


- ✓ ACAS Code of Practice – Employee Communication and Consultation [Advisory booklet](#)
- ✓ ACAS Code of Practice – Disclosure of Information to Trade Unions for Collective Bargaining Purposes [Codes of practice](#)
- ✓ ACAS Code of Practice – Time off for Trade Union Duties and Activities Information and Consultation Regulations 2005 [Time off for trade union duties and activities](#)

### 4 Definitions

Term	Definition
Consultation/meaningful consultation	<p>The opportunity to influence decisions and their application and is best conducted when some attention has been given to alternatives but they have not taken their final form. Consultation is the process by which management and employees and/or their representatives jointly examine and discuss issues of mutual concern. It involves managers actively seeking and then taking account of the views of employees, either directly or through their representatives, before making a decision.</p> <p><b>Meaningful consultation</b> depends on those being consulted having adequate information and time to consider it. (ACAS). Information/Briefing meetings with employees will not be deferred if trade union representatives cannot attend, however, in such circumstances consultation with trade unions will be carried out through other forums such as JCC or local management /staff side meetings or during the business planning process. Appendix 4 outlines the consultation process.</p>
Recognised Trade Union or Professional Organisation	A Trade Union or Professional Organisation who is a partner to this agreement
Accredited Representative	A recognised trade union or professional organisation member who has been duly appointed or elected as a representative of that organisation in accordance with trade union or professional organisation rules and accepted as an authorised representative by the Trust. Representatives may be also be accredited for the following purposes:
Learning Representatives	Accredited by their union / professional organisation to support the Trust in identifying training needs and ensuring staff access to training. Learning representatives have the right to reasonable


	paid time off for undertaking these duties and for relevant training.
Health and Safety Representatives	Appointed by the trade union / professional organisation under The Safety Representatives and Safety Committee Regulations 1977 are entitled to paid time off to carry out their functions and undergo training.
Staff Side Representative	Elected by the accredited representatives to sit on the Joint Consultative Committee (JCC) in accordance with the Staff Side Constitution.
Inform	The passing or exchange information between two or more parties. Communication is a two-way process which requires information to flow up from employees as well as down from managers, it enables an organisation to function efficiently and is either carried out directly e.g. through face to face or team meetings or indirectly e.g. through written correspondence, emails and newsletters. (ACAS)
Collective bargaining	The process by which employers and recognised Trade Unions or Professional Organisations seek to reach agreement through negotiation on issues such as pay and terms and conditions of employment. It is quite different from consultation where the responsibility for decision making remains with management.
Negotiation	To achieve an agreement through discussion
Conciliation	A process of addressing or settling disputes in a friendly manner through the use of an independent person or organisation e.g. ACAS. The use of conciliation is entirely voluntary and either party is free to bring the process to an end at any stage.
Arbitration	Arbitration is a method for deciding between two conflicting claims in which either a team or an independent person's decision is binding upon the parties. (ACAS)
Partnership	Partnership is management and union relations being conducted on the basis of a common interest in the success of the organisation. (ACAS)
Time off with pay (Facilities Time)	Granted to Accredited representatives or any employee under the terms of this agreement, will be paid as if they had worked normally during the period when the time off was taken, provided that the amount of time taken is agreed as being reasonable in all the circumstances.
Planned Facilities Time	An agreed regular amount of time for trade union duties for which backfill funding is allocated to the appropriate ward/department budget. Agreement is by the Director of Human Resources and Organisational Development.  Accredited representative should be no better off and no worse off as a result of being granted time off with pay.

## 5 Responsibilities

	<p><b>The Trust must:</b></p> <ul style="list-style-type: none"> <li>Engage in meaningful consultation in a timely manner to enable employees or their representatives to influence decision making on issues of mutual concern. (See Appendix 4)</li> </ul>
	<p><b>Managers at all levels must:</b></p> <ul style="list-style-type: none"> <li>Make themselves familiar with the content of the partnership agreement</li> <li>Support the facilities agreement and time commitments as a result of formal partnership working. The facilities agreement in support of this Partnership Agreement can be found at Appendix 2.</li> <li>Ensure that staff are encouraged to support and challenge systems of work where they believe that they can make suggestions that contribute to more efficient and effective patient care</li> <li>Ensure that accredited representatives have access to relevant and timely information to support their involvement in the decision making processes of the Trust</li> </ul>
	<p><b>Accredited Representatives will ensure that they:</b></p> <ul style="list-style-type: none"> <li>Are committed to an open and participative working style demonstrated through their behaviour and the way they interact with their colleagues.</li> <li>Are elected and accredited in accordance with the relevant constitutions, and receive appropriate training by their relevant organisations</li> <li>Are familiar with the Partnership Agreement and the principles within it</li> <li>Use time and resources provided through managers and the facilities agreement appropriately and effectively</li> <li>Provide reasonable notice to managers for necessary time to perform their duties under this partnership agreement. The facilities agreement in support of this Partnership Agreement can be found at Appendix 2.</li> </ul>

## 6 General Principles

### 6.1 TEWV Joint Consultative Committee Terms of Reference

	<p>The purpose of the Joint Consultative Committee and the Local Consultative Committees is to provide a regular and effective means of consultation, information sharing, joint discussion and agreement in pursuance of this partnership agreement.</p>
	<ul style="list-style-type: none"> <li>To meet bi-monthly.</li> </ul>
	<ul style="list-style-type: none"> <li>To be chaired alternately by a staff representative and a Trust representative.</li> </ul>
	<ul style="list-style-type: none"> <li>A maximum of seventeen named staff representatives (or their deputies) and eight named Trust representatives (or their deputies) to attend along with the JCC secretary. All others to attend by invitation.</li> </ul>
	<ul style="list-style-type: none"> <li>JCC meeting will be quorate provided that there are no less than 8 members comprising of a minimum of 4 recognised trade union or professional organisation representatives from a minimum of three different trade unions and 4 Trust representatives present.</li> </ul>
	<ul style="list-style-type: none"> <li>Named members are expected to attend at least half of the scheduled meetings.</li> </ul>
	<ul style="list-style-type: none"> <li>To be a forum for the sharing of information about national, regional and/or TEWV-wide employment policy and/or practice developments and/or initiatives that may impact upon</li> </ul>

<p>the Trust, e.g. Commissioning arrangements/demands, Investors in People activities, CQC workforce standards, new/revised employment legislation, new national agreements, TEWV-wide organisational change, the annual TEWV Business Plan, national reports that have workforce implications for TEWV.</p>
<ul style="list-style-type: none"> <li>• To be a forum for the gathering of views about proposed TEWV-wide employment policies and policy revisions that are the subject of consultation.</li> </ul>
<ul style="list-style-type: none"> <li>• To be a forum within which training concerning key employee relations matters can be identified and provided.</li> </ul>
<ul style="list-style-type: none"> <li>• To identify, discuss and reach TEWV-wide agreements about those matters that require negotiation, either directly by the JCC or via an agreed, time limited, subject specific negotiation task and finish group (membership to be agreed by EMT for Trust representatives and Staff Side Committee for staff representatives), and to be the forum within which reviews of local agreements take place.</li> </ul>
<ul style="list-style-type: none"> <li>• To receive, for information and comment, regular written summaries of key Local Consultative Committee (LCC) issues to help ensure consistency of understanding about locality matters.</li> </ul>
<ul style="list-style-type: none"> <li>• To consider and act upon, or respond to, any outstanding LCC issues that are unresolved and reported to the JCC.</li> </ul>
<ul style="list-style-type: none"> <li>• To receive and respond to any corporate employment issues brought to the attention of the JCC by corporate directors and/or corporate directorate link staff representatives</li> </ul>
<ul style="list-style-type: none"> <li>• To have access for information to the Trust JCC shared folder.</li> </ul>
<ul style="list-style-type: none"> <li>• To develop an annual JCC work plan and regularly monitor progress.</li> </ul>


## 6.2 Locality Consultative Committee (LCC) – Terms of Reference

<ul style="list-style-type: none"> <li>• To meet bi-monthly (alternate to JCC).</li> </ul>
<ul style="list-style-type: none"> <li>• To be chaired by mutual agreement (default Director of Operations).</li> </ul>
<ul style="list-style-type: none"> <li>• To be attended by, for indicative purposes and subject to local determination, four named staff representatives (or their deputies) and four named directorate Trust representatives (or their deputies), including the Director of Operations. All others to attend by invitation.</li> </ul>
<ul style="list-style-type: none"> <li>• Named members are expected to attend at least half of the scheduled meetings.</li> </ul>
<ul style="list-style-type: none"> <li>• To be a forum for consultation about proposed directorate-specific organisational changes and the directorate business plan.</li> </ul>
<ul style="list-style-type: none"> <li>• To be a forum for the sharing of information about proposed directorate-specific policy and procedural changes that could be of relevance to the work of the LCC and locality employees.</li> </ul>
<ul style="list-style-type: none"> <li>• To be a forum for the raising of any concerns that staff representatives or directorate Trust representatives may have about the way in which proposed organisational changes, procedural changes and/or staffing issues are being addressed within the directorate.</li> </ul>
<ul style="list-style-type: none"> <li>• To be a forum for the sharing and consideration of responses to directorate-specific workforce information e.g. quarterly key workforce performance indicators and/or directorate staff survey results.</li> </ul>
<ul style="list-style-type: none"> <li>• To be a forum within which examples of good/best practice can be shared.</li> </ul>
<ul style="list-style-type: none"> <li>• To have access, for information, to the TEWV JCC shared folder.</li> </ul>
<ul style="list-style-type: none"> <li>• To produce and provide regular written summaries of LCC notes for the TEWV JCC</li> </ul>
<ul style="list-style-type: none"> <li>• To be a forum for the discussion and provision of locality responses to TEWV-wide consultation exercises about employment related matters.</li> </ul>
<ul style="list-style-type: none"> <li>• To refer any matters that cannot be resolved by the LCC to the TEWV JCC.</li> </ul>
<ul style="list-style-type: none"> <li>• To develop an annual LCC work plan and regularly monitor progress.</li> </ul>



- The committee members recognise that the nature of discussions at JCC/LCC meetings will result in the disclosure of sensitive information. To protect the inappropriate release of this information, published notes of the meeting may not, at times, represent the full content of the meeting. Where this is the case these notes will be provided as the confidential section of the minutes.

## 6.3 Maintaining Good Employee Relations

	<p>The partners to this agreement recognise the mutual responsibilities of each other in that:</p> <ul style="list-style-type: none"> <li>• The Trust has a responsibility to plan, organise and manage the activities of the Trust according to the objectives set by the Trust Board; and</li> <li>• The Trade Unions and Professional Organisations have a responsibility to represent the interests of their members, to work for improved conditions of employment</li> </ul>
	<ul style="list-style-type: none"> <li>• These mutual responsibilities do not obviate the requirement to inform, consult and negotiate matters covered by this agreement. The partners to this agreement recognise that there are situations where, despite the best endeavours of all involved, there may be disagreement between the partners. In these situations the following steps may be taken</li> </ul>
	<ul style="list-style-type: none"> <li>• Where an accredited representative considers that the Trust has failed to disclose information that has impeded the Trade Union or Professional Organisation, the matter should be brought to the attention of the Staff Side Chair in the first instance who will raise the matter with the Director of Human Resources.</li> </ul>
	<ul style="list-style-type: none"> <li>• If, despite all partners' best endeavours, there is a failure to agree, the first stage would be a 7 day cooling off period. At the end of this period or before, if agreed, both sides will meet again to attempt to resolve the matter.</li> </ul>
	<ul style="list-style-type: none"> <li>• Where there is still a failure to reach a resolution, subject to the agreement of management and only in exceptional circumstances, the practice or agreement in force at the time the difference is registered, may continue to operate pending a settlement.</li> </ul>
	<ul style="list-style-type: none"> <li>• Conflicts of opinion should always be resolved before changes are implemented. The partners to this agreement recognise that there may be times when change is necessary in the best interests of service users and staff.</li> </ul>
	<ul style="list-style-type: none"> <li>• At the time of agreement to either continue or change a practice a formal review date should be agreed as discussions progress</li> </ul>
	<ul style="list-style-type: none"> <li>• In the event of a complete failure to agree within the internal procedure either party may refer the issue for conciliation to ACAS in an attempt to find a solution.</li> </ul>
	<ul style="list-style-type: none"> <li>• Differences between the parties not resolved by negotiation or conciliation may be referred to ACAS for arbitration, subject to the agreement of both parties. Provided that both parties agree before referral, the findings of the Arbitrator(s) shall be final and binding upon both parties.</li> </ul>

## 7 Interpretation and Variation

7.1 Any dispute as to the interpretation of this agreement shall be referred to the Joint Chairs of the JCC in the first instance. In the event of a failure to agree about interpretation the matter will be referred to a full meeting of the JCC.

7.2 Any variation or amendment to this agreement may only be by the agreement of the JCC.



## 8 Monitoring and Review

- 8.1 The implementation of the principles of this Agreement will be subject to on-going scrutiny and monitoring in the light of experience by the Trust's Joint Consultative Committee and any concerns or amendments will be raised through this forum.
- 8.2 This agreement will be reviewed regularly.
- 8.3 Termination of this agreement is subject to six months' notice by either of the partners to this agreement.

## 9 Document control

Date of approval:	07 March 2017	
Next review date:	31 March 2021	
This document replaces:	HR/0006/v4 Partnership Agreement	
Lead:	Name	Title
	Nicola Rutherford	Senior HR Manager
Members of working party:	Name	Title
	Policy Working Group	
This document has been agreed and accepted by: (Director)	Name	Title
	David Levy	Director of Human Resources and Organisational Development
This document was approved by:	Name of committee/group	Date
	Policy Working Group	24 February 2017
This document was ratified by:	Name of committee/group	Date
	Joint Consultative Committee	7 March 2017
An equality analysis was completed on this document on:	14 August 2017	

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5	22 Apr 2020	Review dated extended from 06 Mar 2020 to 06 Sep 2020	Published
5	09 Dec 2020	Review date extended till 31 March 2021	Published

## 10 Appendices

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- Appendix 1 Trade Unions and Professional Organisations recognised by the Trust
- Appendix 2 Facilities Agreement
- Appendix 3 Time off for Trade Union or Professional Organisation Duties and Activities Record Sheet
- Appendix 4 Consultation Process

## **10.1 Appendix 1 – Trade unions and professional organisations recognised by the Trust**

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UNITE (incorporates Amalgamated Engineering Employers Union (AEEU) and the Transport and General Workers Union (TGWU))

British Medical Association (BMA)

Chartered Society of Physiotherapists (CSP)

GMB

Royal College of Nursing (RCN)

UNISON (Includes British Association of Occupational Therapists (BAOT) and Managers in Partnership (MIP))

UCATT (Union of Construction Allied Trades and Technicians)

British Dietetic Association

## 10.2 Appendix 2 – Facilities agreement

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### 1. INTRODUCTION

- 1.1 It is recognised that Trade Union and Professional Organisation representatives need time off and facilities in order for them to conduct Trade Union or Professional Organisation business effectively. There are a wide variety of circumstances and operational arrangements which must be taken into account in any arrangements for dealing with facilities, recognition and time off for Trade Union or Professional Organisation members and their representatives.
- 1.2 This document sets out the arrangements and entitlements agreed between managers and Trade Union and Professional Organisation representatives to achieve this.
- 1.3 This agreement between managers and Trade Union and Professional Organisation representatives aims to encourage a healthy employee relations climate across the Trust, by ensuring that there is a consistency of approach through a recognised procedure.
- 1.4 In reaching this agreement due regard has been given to current legislation, relevant ACAS Codes of Practice and Section 25 of the Agenda for Change terms and conditions of Service Handbook.

### 2. PROCEDURE FOR THE RECOGNITION OF ACCREDITED TRADE UNION OR PROFESSIONAL ORGANISATION REPRESENTATIVES.

- 2.1 The Trust will consider as accredited representatives those who are:
- employees of the Trust
  - have been elected or appointed in accordance with the rules of a Trade Union or Professional Organisation recognised in line with the Trust's Partnership Agreement
  - have been duly accredited by the Trade Union or Professional Organisation
  - Accreditation will cease automatically on termination of employment with the Trust.
- 2.2 Trade Unions and Professional Organisations will notify the Director of Human Resources or a nominated deputy, promptly in writing when representatives are appointed or cease to be representatives. Any notification should indicate:
- the name and designation
  - the workplace and base
  - the members to be represented
  - the period of office
  - the purpose for which they are to be accredited, if applicable. i.e. Learning Representative
  - the name of the representative who is being replaced, if applicable.
- 2.3 The Director of Human Resources will notify the Service Manager and confirm agreement to the accreditation and that the representative is entitled to time off work for trade union duties and activities.
- 2.4 The Director of Human Resources or a nominated deputy will notify the Trade Union or Professional Organisation concerned in writing that accreditation has been received and noted.
- 2.5 Accredited Trade Union or Professional Organisation Representatives will be provided with access to the Trust's policies and procedures to assist them in discharging their duties.

- 2.6 A Register of Accredited Representatives will be maintained and updated as necessary by the Director of Human Resources or a nominated deputy.
- 2.7 All changes to the Register of Accreditation will be notified to JCC.

### 3. WITHDRAWAL OF / FAILURE TO GRANT RECOGNITION

- 3.1 In very exceptional circumstances the Director of Human Resources may believe that recognition of an accredited representative should be withdrawn or not granted. In such cases full consultation with the Staff Side Chair and the relevant Full Time Officer will take place prior to any decision not to grant recognition or in the case of an existing Trade Union or Professional Organisation representative this will take place prior to withdrawal of recognition.

### 4. TIME OFF TO CARRY OUT TRADE UNION OR PROFESSIONAL ORGANISATION DUTIES AND ACTIVITIES

- 4.1 It is recognised that time off from work will be necessary from time to time to allow representatives to carry out activities concerned with the internal administration and running of their Trade Union or Professional Organisation.

- 4.2 Representatives of Trade Unions or Professional Organisations accredited by the Trust may be granted permission for time off to attend:

- **Local Trade Union or Professional Organisation Committee Meetings (Union Business)** - Where a local meeting is held to discuss matters concerned with the general running and administration of a Trade Union or Professional Organisation, time off without pay/lieu time may be granted to members of staff who attend if they are on duty at the time.
- **Voting in the Elections of Trade Unions or Professional Organisations** Where, with the prior arrangement of management, elections are held during normal working hours, staff on duty at the time will be given time off with pay. Staff not on duty at the time will not be paid.
- **Regional and National Union Committee Meetings** - Permission for time off with pay will normally be granted to serve on Regional and National Committees, subject to the conditions of this procedure.
- **Annual Conferences** - Permission will normally be granted for delegates of Trade Unions or Professional Organisations to attend annual conferences with pay.

### 5. TIME OFF FOR DUTIES CONCERNED WITH EMPLOYEE RELATIONS

- 5.1 There are occasions when Accredited Representatives will require time off for duties concerned with employee relations within the Trust. Subject to the needs of the service and adequate notification, accredited representatives should be permitted paid time off, including time to prepare for meetings and disseminate information and outcomes to members, during working hours to carry out duties that are concerned with any aspect of:-

- i. collective bargaining
- ii. involvement of members in consultation with managers, through a process of information giving, seeking their views
- iii. meetings with other representatives or full time officers concerning employee relations within the Trust
- iv. interviews with and on behalf of members on work performance, grievance and disciplinary matters
- v. appearing on behalf of a staff member before an outside official body e.g. an Employment Tribunal.

- vi communication with new employees, whom the Trade Union or Professional Organisation may represent e.g. recruitment, induction
- vii attending work place meetings to discuss issues which affect terms and conditions of staff
- viii. meeting full time officials to discuss relevant workplace issues.
- ix. voting in properly conducted ballots.

## **6. PROCEDURE TO BE FOLLOWED FOR TIME OFF FOR TRADE UNION OR PROFESSIONAL ORGANISATION DUTIES AND/OR ACTIVITIES**

### **6.1 Notification of request for time off – this should be given at the earliest available opportunity. Representatives must indicate:**

- The general nature of the business for which time off is required
- The expected period of absence
- The location of the business
- Where the representative needs to conduct union business in an area of work other than his/her own department, he/she must first establish with the manager of that area whether or not it is convenient to access the department, informing him/her as a matter of courtesy, of the nature of their business. This is subject to the acceptance by management of the principle of confidentiality between a representative and his/her member. If, because of the clinical needs of the service, access is not able to be permitted, a mutually acceptable time or change of venue will be agreed.
- For staffside representatives whose role involves the allocation of shifts (e.g via the e-roster system) they will not be expected to utilise their 4 requests for staffside duties. E- Roster should be updated as “unavailability” “working day” “staffside duties”

### **6.2 The Trust agrees that it is appropriate in the interests of partnership working and good industrial relations for trade union representatives to be released from work for regular defined periods each week for supporting Trust-wide initiatives, strategies and employee relations issues (Planned Facilities Time). In such circumstances, where agreed, backfill monies will be provided from central funds.**

### **6.3 Agreement to time off – All accredited representatives required to leave work in order to carry out Trade Union or Professional Organisation duties/activities, must first obtain the agreement of the manager responsible for their department or service. Time off should be recorded as special leave. Time off work may be refused for either representatives or members in the event of circumstances which may include:**

- Unreasonable notice periods on behalf of the representative
- Activities which do not fall within those agreed within this policy
- Activities not authorised by the union
- Service needs

#### **6.3.1 Where a manager wishes the time off to be deferred on service or safety grounds, the reasons for the postponement should be made clear to the representative and both parties should then attempt to agree an alternative time or representative.**

#### **6.3.2 Agreement or refusal for Time Off should be recorded on the form at Appendix 3. The forms should be sent to the Director of Human Resources who will report on staff release on a quarterly basis to the JCC. Managers and individuals should each keep a copy of the form.**

## **7. TIME OFF FOR TRAINING PROVIDED BY RECOGNISED TRADE UNIONS OR PROFESSIONAL ORGANISATIONS**

- 7.1 The training of accredited representatives in relevant aspects of employee relations concerning the Trust and its staff is encouraged, and time off with pay will be granted, subject to the following:
- The training course must be approved by the TUC or an accredited staff organisation.
  - The number of accredited representatives requiring time off for the same event.
  - The needs of the service
  - All course fees and expenses being met by the Trade Union or Professional Organisation concerned.
  - Applications with details of the course being submitted to the immediate line manager at least 14 days before the commencement date of the training event.
- 7.2 Records of time off for training will be maintained by the appropriate line manager and monitored by the Human Resources Department.
- 7.3 Where a reasonable amount of time off for trade union or professional organisation organised courses is believed by the manager to have been exceeded, this will be discussed with the Director of Human Resources or nominated deputy, who will discuss this with the relevant Full Time Officer, where necessary, before any action is taken.

## **8 TRADE UNION OR PROFESSIONAL ORGANISATION FACILITIES**

### **8.1 Office Accommodation**

Access to reasonable designated office accommodation and record storage will be provided where appropriate, on the clear understanding that this is for joint use by all Trade Unions and Professional Organisation representatives.

### **8.2 Use of Representatives Own Offices**

Representatives who, as part of their normal work, have access to office facilities, may use these in carrying out Trade Union or Professional Organisation duties/activities provided this does not interfere with their normal work.

### **8.3 Use of Communication Services**

Reasonable access to an internal telephone and internal mail distribution will be provided without charge.

External telephone/postal services of the Trust may be used for Union business at the expense of the Trust provided their use is kept within reasonable limits in terms of both time and frequency. Representatives should be aware that expenditure may be audited.

Access to the internet and e-mail services will be in accordance with the relevant Trust policies and procedures. A designated web page will be available on the Trust's intranet facility for staff side.

### **8.4 Reprographics**

Access to photocopying and other appropriate reprographics facilities will be provided normally without charge.

### **8.5 Branch Meetings**

Reasonable facilities for normal Trade Union or Professional Organisation meetings will be made available outside normal working hours, or in special circumstances in working hours, providing there is no disruption to normal service operations.



## 8.6 Notice Boards

The Trust will provide staff notice boards for joint use as required to meet the reasonable needs of Trade Unions or Professional Organisations. The number and location of these will be jointly agreed. No Trade Union or Professional Organisation notice of any kind should be displayed elsewhere on Trust premises without the prior consent of senior management.

## 9. FULL TIME OFFICERS OF TRADE UNIONS OR PROFESSIONAL ORGANISATIONS

Full time officers of accredited Trade Unions or Professional Organisations will be given access to facilities to meet with representatives and to represent their organisation's members at meetings with senior management.

Out of courtesy and in line with fire and security requirements, the appropriate manager or a member of the Human Resources Department should be notified of such meetings.

## 10. TIME OFF WITH PAY

- 10.1 Time off with pay granted to accredited representatives or any employee under the terms of this agreement, will be paid as if she/he had worked during the period when the time off was taken, provided that the amount of time taken is reasonable in the circumstances.
- 10.2 For employees in receipt of enhancements, the amount of time off will be deducted from the working group calculations and therefore will not affect these payments.
- 10.3 The general principle is that employees should neither be worse off nor better off as a result of being granted time off with pay.

## 11. TRAVELLING AND SUBSISTENCE EXPENSES

- 11.1 Where local Union Representatives are required to attend meetings with managers or staff as detailed in Section 5, travelling expenses will be paid, where appropriate, at the individual's normal rate.
- 11.2 Where meetings called by management are held on matters covered within this agreement where staff representatives have to attend outside their normal working hours, equivalent time off will be granted or appropriate payment made by local agreement.

## 12. COVER FOR EMPLOYEES TAKING TIME OFF

The Trust will endeavour to make reasonable arrangements for the provision of cover for any time off granted under this agreement within the total resources available to them.

## 13. ACCREDITED REPRESENTATIVES UNDERTAKING STATUTORY OR MANDATORY TRAINING AS EMPLOYEES

Accredited Representatives who, whilst taking part in statutory training, are called away to deal with Union business, should note that the time spent away cannot be counted as part of statutory or mandatory training.

## 14. INDUSTRIAL ACTION

- 14.1 Managers and Trade Unions or Professional Organisations have a responsibility under this Partnership Agreement to use agreed procedures to resolve problems constructively and avoid industrial action. Time off is provided for this purpose, in accordance with this Facilities Agreement.
- 14.2 Where an accredited representative is engaged in industrial action along with his or her staff members, this is not considered to be Trade Union or Professional Organisation duties

or activities unless the representative is not taking part in industrial action but represents members involved.

- 14.3 Where a group of members who are not taking part in such action are directly affected by other people's industrial action, these members and their representatives may need to seek the agreement of management to time off for an emergency meeting.

## **15. ACCREDITED REPRESENTATIVES AGGRIEVED BY A MANAGEMENT DECISION**

- 15.1 Accredited Representatives who are aggrieved by a decision of management in relation to the operation of this agreement must pursue their grievance through the JCC in the first instance.
- 15.2 Nothing in this Agreement will prevent the use of the Trust's Grievance Procedure for the resolution of disputes.

## **16. MANAGEMENT GRIEVANCES**

- 16.1 Where any representative or employee fails to act in accordance with this agreement, the issue will be raised with the Full Time Officer/Branch Officer of the appropriate Trade Union or Professional Organisation in the first instance.

## **17. AWARENESS**

- 17.1 Managers and representatives will be made aware of the contents of this document by the Human Resources Department and their Branch Secretary at the time of recognition/accreditation.

## **18. REVIEW OF AGREEMENT**

- 18.1 This agreement will be reviewed by management and Trade Unions or Professional Organisations biennially in the light of changing circumstances and experience of its practical application.

### 10.3 Appendix 3 – Time off for trade union or professional organisation duties and activities – record sheet

Name..... Department/Ward .....

Base.....

Trade Union/Professional Organisation ..... Month/Year.....

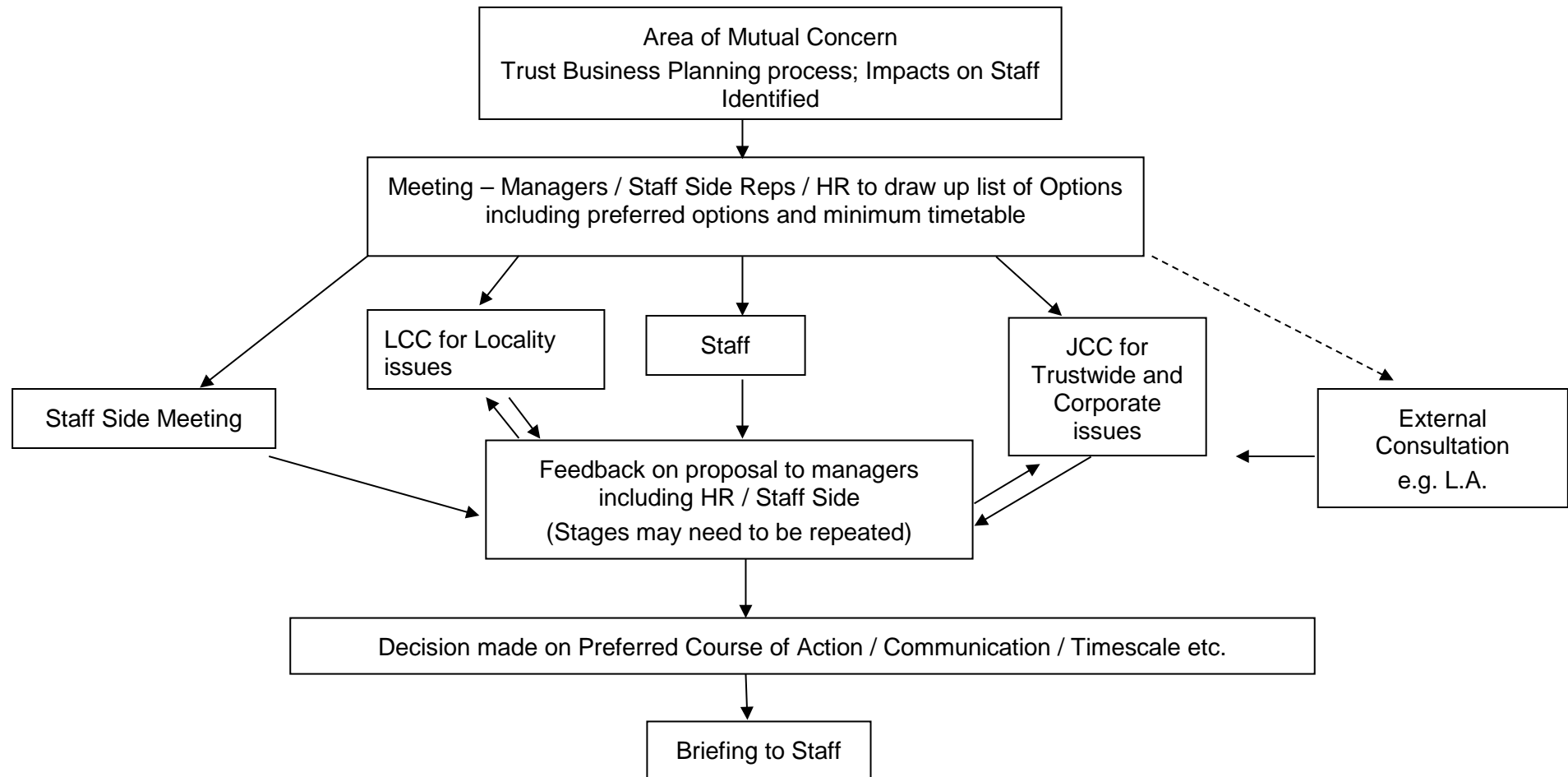
DATE AND LENGTH OF TIME REQUIRED	SUMMARY OF DUTIES/ACTIVITIES	LOCATION OF THE DUTY/ACTIVITY	APPROVED YES/NO	MANAGER'S SIGNATURE	DATE APPROVED OR REFUSED	ACTUAL TIME TAKEN
			YES/NO			
			YES/NO			
			YES/NO			
			YES/NO			
			YES/NO			
			YES/NO			

For guidance: refer to <http://intouch/Docs/Documents/Policies/TEWV/Human%20Resources/Partnership%20Agreement.pdf>

## 10.4 Appendix 4 – Consultation process

### Prior to Decision Making

(This is to ensure a consistent approach across the Trust and that meaningful consultation takes place)



Where appropriate the next stages are covered in detail in the Organisational Change Policy



**Tees, Esk and Wear Valleys**

NHS Foundation Trust

