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

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## Contents

<b>1</b>	<b>Purpose .....</b>	<b>3</b>
<b>2</b>	<b>The Partners to this Agreement .....</b>	<b>3</b>
<b>3</b>	<b>References .....</b>	<b>4</b>
<b>4</b>	<b>Definitions .....</b>	<b>4</b>
<b>5</b>	<b>Responsibilities .....</b>	<b>6</b>
5.1	The Trust must: .....	6
5.2	Managers at all levels must: .....	6
5.3	Staffside representatives will ensure that they: .....	7
<b>6</b>	<b>General Principles .....</b>	<b>7</b>
6.1	Joint Consultative Committee Terms of Reference .....	7
6.2	Locality Consultative Committee (LCC) – Terms of Reference .....	8
6.3	Maintaining Good Employee Relations .....	9
<b>7</b>	<b>Interpretation and Variation.....</b>	<b>10</b>
<b>8</b>	<b>Monitoring and Review .....</b>	<b>11</b>
<b>9</b>	<b>Document control (external).....</b>	<b>11</b>
 <b>Appendices List.....</b>		 <b>13</b>
 <b>Appendix 1 – Trade unions and professional organisations recognised by the Trust .....</b>		 <b>14</b>
<b>Appendix 2 – Facilities agreement.....</b>		<b>15</b>
<b>Appendix 3 – Time off for trade union or professional organisation (staffside) duties and activities – record sheet.....</b>		<b>23</b>
<b>Appendix 4 – Consultation process .....</b>		<b>24</b>

## 1 Purpose

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This partnership agreement seeks to build upon joint approaches to ways of working and problem solving between Tees Esk and Wear Valleys NHS FT (the Trust) and Trade Unions and Professional Organisations (staffside) 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, staffside and People & Culture (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 a culture where staff feel they can contribute and are listened to
- 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.

To help spread the benefits of partnership working managers must ensure that staff and staffside are systematically and routinely involved in shaping the service and in the decision-making processes responsibly. Managers will also need to ensure that employees feel able to contribute and are confident that their contributions count and are valued.

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 compassionately involved in the decisions that affect the services of the Trust and ultimately improve the quality of patient care.

All employees covered by this agreement will have equal treatment and opportunity in line with equalities legislation.

## 2 The Partners to this Agreement

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Partners to this Agreement include the Trust Board and senior managers the People and Culture directorate and staffside. The Trade Unions and Professional Organisations recognised by the Trust are listed at Appendix 1.

Staff involvement and successful partnership working requires managers to be committed to an open and participative working style by being open, honest, transparent 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.

All parties will abide by the Trust values.

### 3 References

This procedure and agreement 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](#)
- [Trade Union Act 2016](#)

### 4 Definitions

Term	Definition
<b>Consultation/ meaningful consultation</b>	<p>Consultation is when your employer talks and actively listens to you, other affected employees or workers, and any representatives, before making a decision to:</p> <ul style="list-style-type: none"> <li>• help you understand the reasons for the proposed changes</li> <li>• have adequate information and time to consider it</li> <li>• ask for your feedback and respond to any questions</li> <li>• listen to any reasons you may have to object to the proposed changes and discuss concerns</li> <li>• consider any other proposals you may put forward</li> <li>• consider if they should make any revisions to the</li> </ul>

	<p>proposed changes to address the points raised</p> <p>Consultation with trade unions may also be carried out through forums such as JCC or local management/staffside meetings or during the planning process. Appendix 4 outlines the consultation process.</p>
<b>Recognised Trade Union or Professional Organisation</b>	A Trade Union or Professional Organisation who is a partner to this agreement
<b>Full time/ Regional officer</b>	Employed by the Trade Union to undertake representation and support for their own membership, supporting and advising Trade Union branches and organisations. May attend LCC/JCC as an attendee, if and when invited by Staffside Committee.
<b>Accredited Representative</b>	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 also be accredited for the following purposes:
Learning Representatives	A member 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	A member appointed by their 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 JCC in accordance with the Staff Side Constitution.
<b>Inform</b>	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)
<b>Collective bargaining</b>	The process by which employers and recognised staffside 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.

<b>Negotiation</b>	To achieve an agreement through discussion
<b>Conciliation</b>	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.
<b>Arbitration</b>	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)
<b>Partnership</b>	Partnership is management and staffside relations being conducted on the basis of a common interest in the success of the organisation. (ACAS)
<b>Time off with pay (Facilities Time)</b>	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.
<b>Planned Facilities Time</b>	An agreed regular amount of time for staffside duties for which backfill funding is allocated to the appropriate ward/department budget. Agreement is by the Director for People and Culture.  Accredited representative should be no better off and no worse off as a result of being granted time off with pay.

## 5 Responsibilities

### 5.1 The Trust must:

- 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)

### 5.2 Managers at all levels must:

- Make themselves familiar with the content of the partnership agreement

- Are committed to an open and participative working style demonstrated through their behaviour and the way they interact with their colleagues.
- 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.
- 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
- Ensure that staffside representatives have access to relevant and timely information to support their involvement in the decision making processes of the Trust

### **5.3 Staffside representatives will ensure that they:**

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- Are committed to an open and participative working style demonstrated through their behaviour and the way they interact with their colleagues.
- Are elected and accredited in accordance with the relevant constitutions, and receive appropriate training by their relevant organisations
- Are familiar with the Partnership Agreement and the principles within it
- Use time and resources provided through managers and the facilities agreement appropriately and effectively
- Provide reasonable notice to managers for necessary time to perform their duties under this Partnership Agreement (acknowledging that this is restricted to the notice given to the staffside representative). The facilities agreement in support of this Partnership Agreement can be found at Appendix 2

## **6 General Principles**

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### **6.1 Joint Consultative Committee Terms of Reference**

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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.

- To meet bi-monthly, face to face.
- To be chaired alternately by the Chief Executive and Staffside Chair or their deputies.
- 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. For voting purposes the representatives for both staffside and the Trust would need to be equal.

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- JCC meeting will be quorate provided that there are no less than 8 members comprising of a minimum of 4 staffside representatives from a minimum of three different trade unions and 4 Trust representatives present.
  - Named members (or their deputies) are expected to attend at least three quarters of the scheduled meetings.
  - 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 the Trust, e.g. Commissioning arrangements/demands, Investors in People activities, CQC workforce standards, new/revised employment legislation, new national agreements, Trust -wide organisational change, the annual Trust Business Plan, national reports that have workforce implications for the Trust.
  - To be a forum for the gathering of views about proposed TEWV-wide employment policies and policy revisions that are the subject of consultation.
  - To be a forum within which training concerning key employee relations matters can be identified and provided.
  - To identify, discuss and reach Trust -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 Executive Directors Group for Trust representatives and Staff Side Committee for staff representatives), and to be the forum within which reviews of local agreements take place.
  - 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 (including Corporate Services).
  - To consider and act upon, or respond to, any outstanding LCC issues that are unresolved and reported to the JCC.
  - To have access for information to the Trust JCC shared folder.
  - To develop an annual JCC work plan and regularly monitor progress.

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

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- To meet bi-monthly (alternate to JCC) or on a monthly basis if required.
- To be chaired by mutual agreement (default care group director / corporate director).
- LCC meeting will be quorate provided that there are no less than 6 members comprising of a minimum of 3 staffside representatives and 3 Trust representatives.



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- Named members (or their deputies) are expected to attend at least three quarters of the scheduled meetings.
  - To be a forum for consultation about proposed directorate-specific organisational changes and the care group/directorate business plan.
  - To be a forum for the sharing of information about proposed care group/directorate-specific policy and procedural changes that could be of relevance to the work of the LCC and locality employees.
  - To be a forum for the raising of any concerns that staff representatives or care group/ corporate Trust representatives may have about the way in which proposed organisational changes, procedural changes and/or staffing issues are being addressed within the directorate.
  - 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.
  - To be a forum within which examples of good/best practice can be shared.
  - To have access, for information, to the JCC shared folder.
  - To produce and provide regular written summaries of LCC notes for the JCC
  - To be a forum for the discussion and provision of locality responses to Trust-wide consultation exercises about employment related matters.
  - To refer any matters that cannot be resolved by the LCC to the JCC.
  - To develop an annual LCC work plan and regularly monitor progress.
  - 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

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The partners to this agreement recognise the mutual responsibilities of each other in that:

- 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
- Staffside have a responsibility to represent the interests of their members, to work for improved conditions of employment.

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:

- Where a staffside 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 Staffside Chair in the first instance who will raise the matter with the Director of People and Culture.
- 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.
- 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.
- Where there is conflict of opinion, a way forward will be agreed on. The partners to this agreement recognise that there may be times when change is necessary in the best interests of service users, carers and staff.
- At the time of agreement to either continue or change a practice a formal review date should be agreed as discussions progress
- 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.
- 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.

## **7 Interpretation and Variation**

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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.

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

## 8 Monitoring and Review

The implementation of the principles of this agreement will be subject to on-going scrutiny and monitoring in the light of experience by the JCC and any concerns or amendments will be raised through this forum.

This agreement will be reviewed at least every two years.

Termination of this agreement is subject to six months' notice by either of the partners to this agreement.

## 9 Document control (external)

To be recorded on the policy register by Policy Coordinator

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This document was ratified	14 November 2023
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### Change record

Version	Date	Amendment details	Status
6	14 Nov 2024	New version	Approved

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## **Appendices List**

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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

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

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- UNITE (now incorporates what were Amalgamated Engineering Employers Union (AEEU) and the Transport and General Workers Union (TGWU) and UCATT)
- 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))
- British Dietetic Association

\*\* In addition to the list above, it is agreed that those Union's recognised by the TUC may represent Trust staff in employee relation matters.

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## Appendix 2 – Facilities agreement

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### 1. INTRODUCTION

1.1 It is recognised that staffside representatives need time off and facilities in order for them to conduct staffside 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 staffside members and their representatives.

1.2 This document sets out the arrangements and entitlements agreed between managers and staffside representatives to achieve this.

1.3 This agreement between managers and staffside 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 People and Culture or a nominated deputy (Associate Director of Operational Delivery and Resourcing), 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 People and Culture will notify the 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 People and Culture or a nominated deputy will notify the Trade Union or Professional Organisation concerned in writing that accreditation has been received and noted.

2.5 Staffside 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 People and Culture 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 People and Culture may believe that recognition of an accredited representative should be withdrawn or not granted. In such cases full consultation with the staffside 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 staffside representative this will take place prior to withdrawal of recognition.

### 4. TIME OFF TO CARRY OUT STAFFSIDE 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 Staffside 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:-

- collective bargaining
- involvement of members in consultation with managers, through a process of information giving, seeking their views
- meetings with other representatives or full time officers concerning employee relations within the Trust
- interviews with and on behalf of members on work performance, grievance and disciplinary matters
- appearing on behalf of a staff member before an outside official body e.g. an Employment Tribunal.
- communication with new employees, whom the Trade Union or Professional Organisation may represent e.g. recruitment, induction
- attending work place meetings to discuss issues which affect terms and conditions of staff
- meeting full time officials to discuss relevant workplace issues.
- 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 staffside 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

6.4 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.

6.5 Agreement or refusal for time off should be recorded on the form at Appendix 3. The forms should be sent to the Director of People and Culture 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 People and Culture Directorate

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 People and Culture 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 staffside 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 staffside 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 People and Culture Directorate 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 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 STAFFSIDE REPRESENTATIVES EMPLOYED SOLELY BY TEWV COVERED BY THIS PARTNERSHIP AGREEMENT**

Staffside representatives employed solely in the Trust in this role will be provided with line management from within the trust by an agreed member of the People and Culture Directorate. They will be responsible for completing all mandatory and statutory training appropriate to their role. Appraisals will be logged on the Trust system but carried out in partnership with their regional officer and will include a discussion with a People & Culture representative regarding training and development.

Should the arrangements with the Union change ie representative no longer elected to be a staffside representative full time, subject to meeting the relevant criteria, the individual would be registered in redeployment.

### **15 INDUSTRIAL ACTION**

15.1 Managers and staffside 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.

15.2 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.

15.3 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.

### **16 ACCREDITED REPRESENTATIVES AGGRIEVED BY A MANAGEMENT DECISION**

16.1 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.

16.2 Nothing in this Agreement will prevent the use of the Trust's Grievance Procedure for the resolution of disputes.

## **17 MANAGEMENT GRIEVANCES**

17.1 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.

## **18 AWARENESS**

18.1 Managers and representatives will be made aware of the contents of this document by the People and Culture Directorate, staffside chair, or Full Time Officer/Branch Officer of the appropriate Trade Union or Professional Organisation at the time of recognition/accreditation. Training will also be included in the managers' bitesize training

## **19 REVIEW OF AGREEMENT**

19.1 This agreement will be reviewed by management and staffside biennially in the light of changing circumstances and experience of its practical application.



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

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

Base.....

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

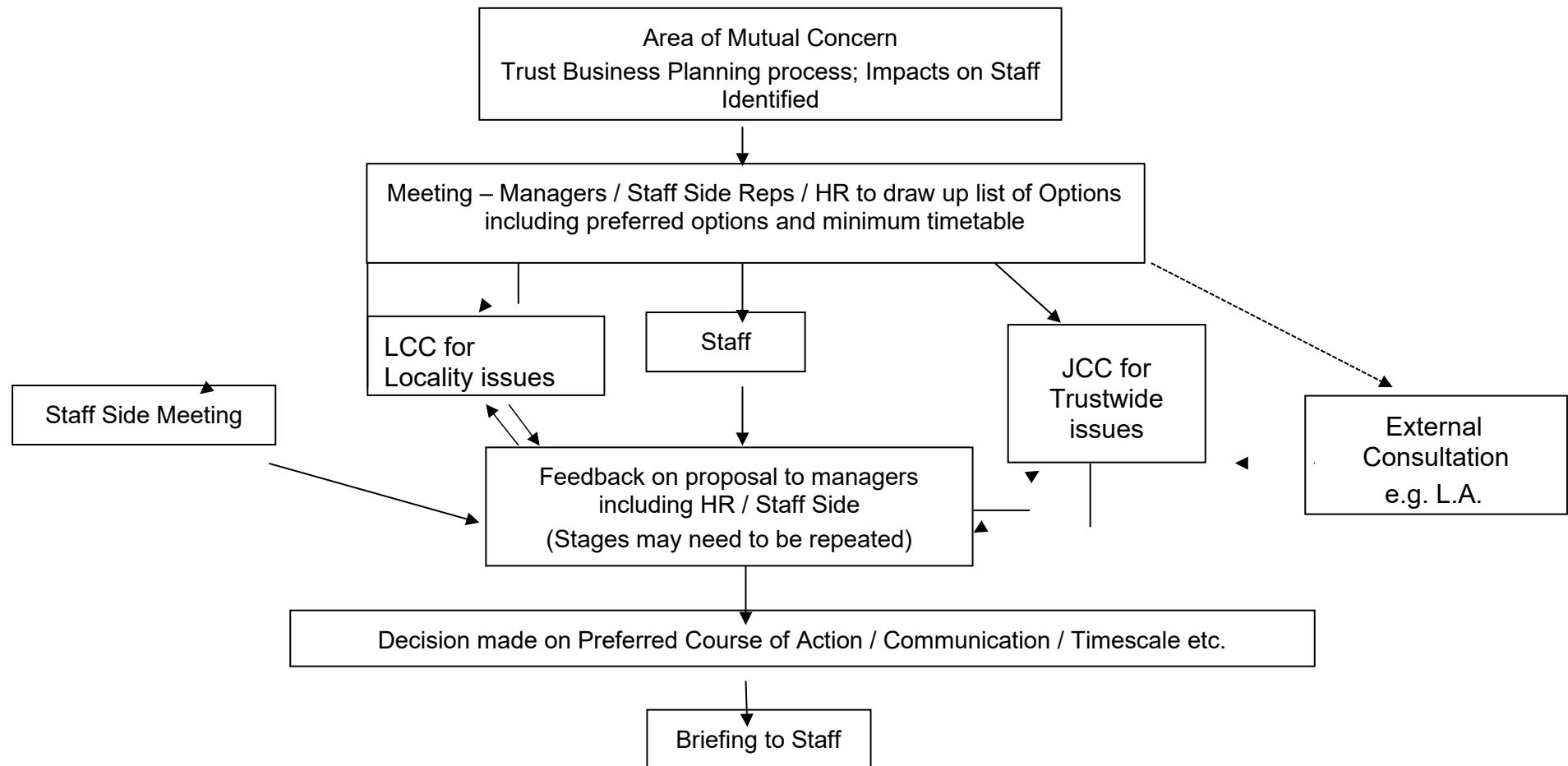
DATE AND LENGTH OF TIME REQUIRED	SUMMARY OF DUTIES/ACTIVITIES	LOCATION OF THE DUTY/ACTIVITY	APPROVED YES/NO	MANAGER'S SIGNATURE	DATE APPROVED OR REFUSED	ACTUAL TIME TAKEN
			YES/NO			
			YES/NO			
			YES/NO			
			YES/NO			
			YES/NO			
			YES/NO			

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

# 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

(Note - a more accessible version is available on request)