

Airedale NHS Foundation Trust

PARTNERSHIP AGREEMENT

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Airedale NHS Foundation Trust PARTNERSHIP AGREEMENT

1. INTRODUCTION

This partnership agreement is between Airedale NHS Foundation Trust and the Trade Unions and Professional Organisations (TUPO) representing staff within the Trust.

The Trust will engage with and consult with its employees as appropriate, but recognises that TUPO remain the sole forum for discussion, consultation and negotiation of employment contracts and policies and around employment matters. The Trust encourages all staff to join a TUPO to enable them to put forward their views.

Partnership within the terms of this agreement means the involvement of staff through their trade union/professional organisation representatives in decision making with access to information which gives a real opportunity to be involved and be a party to decisions (including, where appropriate, identifying the problems to be addressed).

Airedale NHS Foundation Trust recognises the benefits of open, transparent consultation and negotiation involving staff through their trade unions/professional organisations. The Trust encourages all staff to join one of the TUPO and become actively involved through them in partnership working.

The partnership agreement recognises the inter-dependency of both parties and will be carried out in genuine partnership and equality, in order to gain mutual benefits and the development of a supportive atmosphere for staff.

2. SCOPE

This agreement is made between Airedale NHS Foundation Trust and all Trade Unions/Professional Organisations who are recognised by the NHS.

3. STATEMENT OF INTENT (POLICY STATEMENT)

3.1 Principles and values

Airedale NHS Foundation Trust is committed to the systematic and routine involvement of the TUPO representatives at all levels in shaping the service and being part of the decision making that affects the working lives of staff and the delivery of health and social care. To deliver successful partnership working it is important to develop good formal and informal working relationships that build trust and share responsibility where appropriate, whilst respecting differences.

The principles are intended to guide partnership behaviour, attitude and approach at all levels in Airedale NHS Foundation Trust. Through this agreement all parties are committed to adopting the following principles:

- Striving jointly to continuously improve the working environment and services we provide to the population.
- Trust and respect for each other's roles and responsibilities.

- Commitment to the resolution of issues as near to the source as possible with openness, honesty and transparency in communication and decision making.
- Top level commitment, a positive and constructive approach and commitment to work with and learn from each other.
- Discussion of emerging issues at the earliest opportunity, maintaining dialogue on policy and priorities with a commitment to ensuring agreed high quality outcomes.
- The maintenance of confidentiality where appropriate making the best use of available resources.
- Ensuring a 'no surprise' culture that values the diversity of staff and the value diversity can give to the service we provide.

4. DEFINITIONS

Airedale NHS Foundation Trust = The Trust

The Trade Unions and Professional Organisations = TUPO

5. MAIN CONTENT

5.1 Benefits of partnership working

Effective partnership working has the potential to produce some important benefits for all parties which include:

- Delivering improved services to patients/service users
- Improved mutual understanding
- An opportunity for partners to contribute to the development and implementation of local policy on health and social care
- More effective implementation of policy
- Ensuring a high standard of employment practice within Airedale NHS Foundation Trust
- The provision of a transparent structure for TUPO and the Trust

5.2 Staff involvement

Airedale NHS Foundation Trust aims to maximise staff involvement by:

- Developing and implementing an effective two way communication process across the organisation.
- Developing a culture whereby managers involve TUPO and staff at all times in decision making so that staff feel confident that their contribution counts and is valued.
- Developing and implementing a strategy ensuring that managers at all levels involve relevant TUPO and staff in day to day service decision making.
- Working in partnership to manage change more effectively and achieve long term goals.

Individuals will not be discriminated against in the course of their employment for taking part either as a representative or becoming a member of any Trade Union or Professional Organisation.

In return for time, effort and resources invested the following benefits will accrue to the organisation:

- An opportunity for all parties to learn about Airedale NHS Foundation Trust whereby they can contribute to the vision, values and aims of the organisation.
- To receive feedback from staff, on what they currently value and what they would like to change in order to provide a more efficient and effective service
- A comprehensive understanding of how services/policies/systems affect staff in delivering quality user/patient care and experience.
- Engaging staff in developments to ensure that crucial issues are not missed in the planning and delivery of service.
- Motivated staff who value their involvement in service planning.
- Effective change programmes whereby staff feel through their continuous involvement that they are party to the decision making process.
- Improved retention rates.
- Greater productivity.
- Improved team working.

5.3 Roles and responsibilities

The practice of managers and TUPO reps will be governed by the duties and responsibilities outlined below.

Airedale NHS Foundation Trust Staff involvement requires managers to be committed to an open and participative working style by being honest, open and fair in their relationships with staff. Managers will demonstrate this through their own behaviour and the behaviour they expect from their staff.

Airedale NHS Foundation Trust will ensure that:

- All levels of management are familiar with agreements and arrangements relating to partnership working/staff involvement including this Partnership Agreement and facilities agreement.
- Staff will be encouraged and supported to contribute to changes and review of systems of work.
- TUPO representatives will have access to all collective bargaining information under relevant legislation e.g. TULRA, to enable them to contribute fully.
- Staff involvement will take place throughout the Trust, irrespective of boundaries of professions, service, and functional structure.
- The systems and process for staff involved at both Corporate and functional levels will be supportive of, and supplementary to, the consultation procedures in place.
- Staff have the opportunity to express their opinions and be actively involved in issues affecting them.
- Managers will ensure that TUPO reps and staff are treated fairly and ensure that their careers are not prejudiced by their involvement.

5.4 The Trade Unions and Professional Organisations (TUPO)

Representatives should be committed to an open and participative working style and will demonstrate this through their own behaviours and the behaviour they expect from their colleagues.

The following extract is around promoting employment relations and workforce excellence in accordance with Agenda for change.

5.5 Time off for Trade Union duties

Union representatives undertake a variety of roles in collective bargaining and in working with management, communicating with union members, liaising with their trade union and in handling individual disciplinary and grievance matters on behalf of employees. There are positive benefits for employers, employees and for union members in encouraging the efficient performance of union representatives' work, for example, in aiding the resolution of problems and conflicts at work. The role can be both demanding and complex. In order to perform effectively union representatives need to have reasonable paid time off from their normal job in appropriate circumstances.

5.6 Entitlement

Employees who are union representatives of an independent trade union recognised by the Trust are to be permitted reasonable time off during working hours to carry out certain trade union duties.

Union representatives are entitled to time off where the duties are concerned with:

- Negotiations with the employer about matters which fall within section 178(2) of the Trade Union and Labour Relations (Consolidation) Act 1992 (TULR(C)A) and for which the union is recognised for the purposes of collective bargaining by the employer.
- any other functions on behalf of employees of the employer which are related to matters falling within section 178(2) T(C)A and which the employer has agreed the union may perform.
- the receipt of information from the employer and consultation by the employer under section 18(U)LR(C)A, related to redundancy or under the Transfer of Undertakings (Protection of Employment) Regulations 2006 that applies to employees of the employer.
- negotiations with a view to entering into an agreement under Regulation 9 of the Transfer of Undertakings (Protection of Employment) Regulations 2006 that applies to employees of the employer; or
- the performance on behalf of employees of the employer of functions related to or connected with the making of an agreement under Regulation 9 of the Transfer of Undertakings (Protection or Employment) Regulations 2006.

Matters falling within section 178(2) TULR(C) A are listed in the sub headings of paragraph 5.7.

The Safety Representatives and Safety Committees Regulations 1977 Regulation 4(2)(a) requires that employers allow union health and safety representatives paid time, as is necessary, during working hours, to perform their functions.

Further advice on time off provisions for health and safety representatives is provided by the Health and Safety Executive in their approved Code and guidance 'Consulting workers on health and safety'. This is not covered in this ACAS Code.

An independent trade union is recognised by an employer when it is recognised to any extent for the purposes of collective bargaining. Where a trade union is not so recognised by an employer, employees have no statutory right to time off to undertake any duties except that of accompanying a worker at a disciplinary or grievance hearing (5.10).

5.7 Examples of trade union duties

Subject to the recognition or other agreement, trade union representatives should be allowed to take reasonable time off for duties concerned with negotiations or, where the Trust has agreed, for duties concerned with other functions related to or connected with the subjects of collective bargaining.

The subjects connected with collective bargaining may include one or more of the following:

- (a) **Terms and conditions of employment, or the physical conditions in which workers are required to work.** Examples could include:
 - pay
 - hours of work
 - holidays and holiday pay
 - sick pay arrangements
 - pensions
 - learning and training
 - equality and diversity
 - notice periods
 - the working environment
 - operation of digital equipment and other machinery.
- (b) **Engagement or non engagement, or termination or suspension of employment or the duties of employment, of one or more workers.** Examples could include:
 - recruitment and selection policies
 - human resource planning
 - redundancy and dismissal arrangements.
- (c) **Allocation of work or the duties of employment as between workers or groups of workers.** Examples could include:
 - job grading
 - job evaluation
 - job descriptions
 - flexible working practices
 - Work-life balance.
- (d) **Matters of discipline.** Examples could include:
 - disciplinary procedures
 - arrangements for representing or accompanying employees at internal interviews.
 - arrangements for appearing on behalf of trade union members, or as witnesses, before agreed outside appeal bodies or employment tribunals.
- (e) **Trade union membership or non membership.** Examples could include:
 - Representational arrangements
 - Any union involvement in the induction of new workers.
- (f) **Facilities for trade union representatives.** Examples could include any agreed arrangements for the provision of:
 - accommodation
 - equipment

- names and departments of new workers within the organisation to the TUPOs.
- (g) **Machinery for negotiation or consultation and other procedures.**
Examples could include arrangements for:
- Collective bargaining at the employer and/or multi-employer level
 - Grievance procedures
 - Joint consultation
 - Communicating with members
 - Communicating with other union representatives and union full-time officers concerned with collective bargaining with the employer.

The duties of a representative of a recognised trade union

Reasonable time off may be sought, for example, to:

- Prepare for negotiations, including attending relevant meetings
- Inform members of progress and outcomes
 - Prepare for meetings with the employer about matters for which the trade union has only representational rights.

Trade union duties will also be related to the receipt of information and consultation related to the handling of collective redundancies where the Trust is proposing to dismiss as redundant 20 or more employees at one establishment within a period of 90 days, and where the Transfer of Undertakings (Protection of Employees) Regulations apply but also including the negotiations with a view to entering an agreement under regulation 9 of the Regulations (variation of contract in insolvency).

5.8 Union Learning Representatives

Employees who are members of an independent trade union recognised by the Trust can take reasonable time off to undertake the duties of a Union Learning Representative, provided that the union has given the Trust notice in writing that the employee is a learning representative of the trade union and the training condition is met (see paras 28 - 33 for further information on the training condition). The functions for which time off as a Union Learning Representative is allowed are:

- Analysing learning or training needs
- Providing information and advice about learning or training matters
- Arranging learning or training
- Promoting the value of learning or training
- Consulting the employer about carrying on any such activities
- Preparation to carry out any of the above activities
- Undergoing relevant training.

In practice, the roles and responsibilities of Union Learning Representatives will often vary by union and by workplace but must include one or more of these functions. In some cases it may be helpful if Union Learning Representatives attend meetings concerned with agreeing and promoting learning agreements. The Trust may also see it in their interest to grant paid time off for these representatives to attend meetings with external partners concerned with the development and provision of workforce training.

Recognition needs to be given to the varying roles of Union Learning Representatives where the post holder also undertakes additional duties as a union representative.

The Trust has in place well established training and development programmes for its employees. Union Learning Representatives should liaise with the Trust's Training and Development Department to ensure that their respective training activities complement one another and that the scope for duplication is minimised.

5.9 Payment for time off for trade union duties

An employer who permits union representatives time off for trade union duties must pay them for the time off taken. The employer must pay either the amount that the union representative would have earned had they worked during the time off taken or, where earnings vary with the work done, an amount calculated by reference to the average hourly earnings for the work they are employed to do.

The calculation of pay for the time taken for trade union duties should be undertaken with due regard to the type of payment system applying to the union representative including, as appropriate, shift premier, performance related pay, bonuses and commission earnings. Where pay is linked to the achievement of performance targets it may be necessary to adjust such targets to take account of the reduced time the representative has to achieve the desired performance.

There is no statutory requirement to pay for time off where the duty is carried out at a time when the union representative would not otherwise have been at work unless the union representative works flexible hours, such as night shift, but needs to perform representative duties during normal hours.

Staff who work part time will be entitled to be paid if staff who work full time would be entitled to be paid. In all cases the amount of time off must be reasonable and flexible.

5.10 Time off to accompany Workers at disciplinary or Grievance Hearings

Trade union representatives are statutorily entitled to take a reasonable amount of paid time off to accompany a worker at a disciplinary or grievance hearing so long as they have been certified by their union as being capable of acting as a worker's companion

5.11 Time off for trade union activities

To operate effectively and democratically, trade unions need the active participation of members. It can also be very much in the Trust's interests that such participation is assured and help is given to promote effective communication between union representatives and members in the workplace.

5.12 Entitlement

An employee who is a member of an independent trade union recognised by the Trust in respect of that description of employee is to be permitted reasonable time off during working hours to take part in any trade union activity. An employee who is a member of an independent and recognised trade union is also permitted to take reasonable time off during working hours for the purposes of accessing the services of a Union Learning Representative (provided those services are services for which the Union Learning Representative is entitled to time off).

5.13 Examples of trade union activities

The activities of a trade union member can be, for example:

- attending workplace meetings to discuss and vote on the outcome of negotiations

with the Trust. Where relevant, and with the Trusts agreement, this can include attending such workplace meetings at the Trust's neighbouring locations

- meeting full time officers to discuss issues relevant to the workplace
- voting in union elections
- having access to services provided by a Union Learning Representative.

Where the member is acting as a representative of a recognised union, activity can be, for example, taking part in:

- Branch, area or regional meetings of the union where the business of the union is under discussion.
- Meetings of official policy making bodies such as the Executive Committee or Annual Conference.
- Meetings with full time officers to discuss issues relevant to the workplace.

There is no right to time off for trade union activities which themselves consist of industrial action.

Payment for time off for trade union activities.

Paragraphs 18 and 19 set out the statutory entitlement to payment for time off to undertake trade union duties.

There is no statutory requirement that union members or representatives be paid for time off taken on trade union activities. Nevertheless the Trust may consider payment in certain circumstances, for example to ensure that workplace meetings are fully representative or to ensure that employees have access to services provided by Union Learning Representatives.

6. DUTIES

The Airedale NHS Foundation Trust Partnership Group (APG) will be the formal structure for joint consultation.

The purpose of the APG is for management and staff representatives to reach agreement and decisions on issues of mutual concern.

APG will:

- provide arrangements that enable management to consult with staff representatives on current matters of interest and possible future developments. Staff side representatives will bring a collective view to the meetings.
- support and ratify the outcomes of consultations and negotiations relating to formal employment relations issues and staff terms and conditions with reference to Agenda for Change.
- discuss strategic planning decisions, HR policies and to enable staff to take a wider interest in and greater responsibility for the conditions under which their work is performed; maximum assistance in promoting the welfare of the patients and efficient management within the Trust; and to make suggestions for the improvement of the general arrangements for the comfort of the staff, including recreational and catering facilities.

The APG will endeavour to reach decisions through agreement.

The APG will delegate responsibility for consultations/negotiations on issues, HR policies and terms and conditions to local consultation/negotiation groups. These groups will include members of APG, staff side representatives nominated by Staff Side members of APG for their interest and knowledge and where appropriate full time trade union officials.

The terms of the APG agreement may be varied by the APG, both groups agreeing, provided that notice of the terms of the proposed amendment has been circulated to each member 10 days before the meeting, at which it is to be considered and provided that no such amendment shall become effective until it has been accepted by the Airedale NHS Foundation Trust Board of Directors.

6.1 Reporting Responsibilities

The Chief Executive shall report formally to Executive Directors Group (EDG) on proceedings.

6.2 Membership

Membership of APG will be:

Management Group:

- Chief Executive
- Executive Director
- Director of HR
- Head of HR

Staff Group:

Members, including the Staff Side Lead will be drawn from the Trust's approved Staff Representatives. It is accepted that:

- a) These members need to be adequately representative of Airedale NHS Trust staff and of the staff organisations recognised by the Trust although not every organisation will have a member.
- b) Members will normally be Airedale NHS Foundation Trust employees, although full-time officials may attend in an advisory capacity to support their local members.
- c) The process for agreeing membership changes will be for each group to determine, with the staff side lead subject to acceptance of the membership change by the APG.

If a member of the APG ceases to be a member of the Trust Board or a recognised staff side/trade union representative employed within the Trust, he/she shall cease to be a member of the APG and the vacancy shall be filled by the appropriate management or staff group.

6.3 Co-opted members

The APG may co-opt for any of its meetings staff side representatives or full time trade union officials for specific agenda items as agreed by the HR Director and Staff Side Lead. A similar right of co-option shall extend to local negotiation or consultation groups.

6.4 Attendance

Whilst it is the intention that members attend all meetings, there will be exceptional occasions when it is necessary for a properly briefed substitute to attend. Members of the Management Group may appoint suitable alternates to represent them at a specific meeting. Such alternates shall count as part of the required quorum. The Staff Side Lead shall nominate suitable alternates.

Where a Staff Group member is required to attend a meeting during an off duty day or period, the off duty period will be re-allocated.

Excess travelling expenses will be payable.

The members of the Management Group shall appoint annually a meeting Chair. It shall be the responsibility of the staff side annually to nominate a member for Staff Side Lead and Deputy for the following year.

6.5 Secretary

Secretariat for the meeting will be provided by management. Preparation of agendas will be undertaken between Head of HR and Staff Side Lead.

6.6 Quorum

The quorum necessary for the transaction of business shall be two members of the Management Group and three members of the Staff Group from three organisations (excluding co-opted members). A duly convened meeting at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions vested in or exercisable by the APG.

6.7 Frequency of Meetings

Meetings shall be held at least four times annually. Additional meetings may be held as agreed by HR Director/Head of HR and Staff Lead.

A Staff Group meeting will be held between each meeting of the APG to discuss issues, and a further Staff Group briefing meeting may be held one hour before the commencement of the APG.

Management/Staff Group may also hold meetings with the wider staff side representatives to consult them about changes to policies that may impact on staff.

Meetings will be held during 'normal' office hours.

6.8 Notice of Meetings

Items for inclusion on the agenda shall be notified to the Secretary in time for them to issue the agenda and supporting papers.

Unless otherwise agreed, notice of each meeting confirming the venue, time and date together with an agenda of items to be discussed and supporting papers, shall be forwarded to each member, or any other person required to attend, no later than 5 working days before the date of the meeting.

6.9 Conduct of Meetings

Except as outlined above, meetings shall be conducted in accordance with the provisions of the Trust's Standing Orders.

6.10 Minutes of Meetings

The secretary shall minute the proceedings, actions and resolutions of all meetings, including recording the names of those present and in attendance.

Minutes of meetings shall be circulated promptly to all members, and once agreed to EDG. Members will be accountable for ensuring actions are taken and reported.

6.11 Dispute Resolution:

What happens if APG fails to agree on an issue:-

This will be registered as a "failure to agree" and a request for regional representation will be made to TUPO in the first instance.

If this continues and an agreement is not reached at this level it is then elevated to include national representation (in line with the ACAS model).

6.12 Paid time off for Staff Side Leads

The Staff Side Lead will be given protected time of an average of 1 day per week for their duties, including allowing time to communicate with members, prepare for meetings etc.

Members of APG or their deputies employed by Airedale NHS Foundation Trust shall receive normal pay whilst attending meetings (including TUPO pre meetings) and will be reimbursed any travelling expenses incurred in accordance with Airedale NHS Foundation Trust policy on travel. No employee will suffer a reduction in pay or allowances as a result of attendance at such meetings.

6.13 The organisation will provide the following for TUPO representatives:

- Designated notice boards
- Pages on the Intranet
- Locked filing cabinets
- Access to areas to meet with people in privacy
- Access to a telephone and answer phone
- Access to a fax
- Access to a computer
- Access to a printer
- Access to Photocopying/duplicating facilities
- A reasonable amount of stationery to enable correspondence/Partnership business