



**HPFT**

# Trade Union Recognition and Partnership Agreement

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Executive Lead	Executive Director of People and Organisational Development
Lead Author	Associate Director of People
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**Document on a Page**

<b>Title of document</b>	Trade Union Recognition and Partnership Agreement		
<b>Document Type</b>	Policy		
<b>Ratifying Committee</b>	Joint Consultative and Negotiation Committee		
<b>Version</b>	<b>Issue Date</b>	<b>Review Date</b>	<b>Lead Author</b>
1	30/03/2021	30/03/2024	Associate Director of People
<b>Staff need to know about this policy because (complete in 50 words)</b>	<p>This agreement lays down the principles upon which the Trust bases its relationships with trade unions. By defining those recognised and the processes to be followed, the agreement seeks to bring clarity to this important employment issue. Though the need for formal means of communication, consultation and negotiation is fully promoted, it is also recognised that great benefit can be derived from addressing issues at the earliest opportunity, and on an informal basis.</p> <p>The spirit of this agreement is in keeping with the principles of partnership working, which it is hoped will improve the working lives of staff and the services offered to the public.</p>		
<b>Staff are encouraged to read the whole policy but I (the Author) have chosen three key messages from the document to share:</b>			

<b>Summary of significant changes from previous version are:</b>	This is a new Trust Agreement
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## **1. INTRODUCTION**

- 1.1 This agreement lays down the principles upon which the Trust bases its relationships with recognised trade unions. By defining those recognised and the processes to be followed, the agreement seeks to bring clarity to this important employment issue. Though the need for formal means of communication, consultation and negotiation is fully promoted, it is also recognised that benefit can be derived from addressing issues at the earliest opportunity, and on an informal basis.
- 1.2 The spirit of this agreement is in keeping with the principles of partnership working, which it is hoped will improve the working lives of staff and the services offered to the public.

## **2. GENERAL PRINCIPLES**

- 2.1 The objective of this agreement is through partnership working to:
  - develop and maintain the success of the Trust and its staff
  - promote and maintain mutual trust and co-operation between the Trust, its staff and the trade unions
  - establish procedures by which matters affecting these relationships can be dealt with effectively, fairly and speedily
  - demonstrate clearly that all staff are valued and have a significant part to play in the success of the Trust
  - encourage flexibility, efficiency and teamwork in all staff
- 2.2 The Trust and the trade unions jointly recognise the importance of these principles, and agree to ensure that they collaborate with each other in line with such principles.
- 2.3 The Trust and Trade unions recognise the need to resolve any conflicts of interest at the earliest stage, using the agreed Trust procedures of consultation and negotiation.. Both parties recognise that issues must be dealt with in a timely manner, and where a dispute arises that both parties will ensure their availability to meet is prioritised. Both parties recognise that consultation and negotiation is not the mere passage of information, but an active exchange of views which provides all parties with the opportunity to influence decisions and their application.

## **3. TRADE UNIONS RECOGNISED**

- 3.1 Within the context of this agreement the Trust only recognises the following trade unions:
  - British Medical Association (BMA)
  - GMB (Community District Nursing Association)
  - Royal College of Nursing (RCN)
  - The Chartered Society of Physiotherapy
  - UNISON (Incorporating the British Association of Occupational Therapists (BAOT) and Management in Partnership MIP)
  - Unite the union
- 3.2 While the Trust encourages all staff to join a recognised trade union, an employee who chooses not to will not be subjected to any discrimination, either favourable or unfavourable, by either party (Trust or trade union).

3.3 The Trust shall offer reasonable facilities to all the recognised trade unions under this agreement. (Appendix 2 – Section 7)

3.4 The Trust recognises the above unions for the following purposes:

- Negotiation of changes to pay and non-pay-related conditions.
- All obligations as outlined in NHS National terms and conditions and/or NHS employers guidance (Executive Directors and Senior Managers on the NHS VSM pay arrangements and medical doctors are excluded from this Agreement in respect of pay and terms and conditions of service).
- Negotiation of key employment policies and procedures.
- Consultation in relation to performance of the Trust and all its services, health and safety, policies and procedures, transfers, mergers or take-overs, redundancy, education and training.
- Representation of members in relation to disciplinary, grievance, dispute and other work related matters.

#### **4. AMENDMENT OF THE TRADE UNION RECOGNITION & PARTNERSHIP AGREEMENT**

4.1 The terms of this recognition agreement may only be varied with the agreement of both parties at a full quorate meeting of the Joint Consultative Negotiating Committee (JCNC), following 28 days' notice of the proposed amendment.

#### **5. ARRANGEMENTS**

5.1 **The following documents shall provide details of the arrangements and the basis on which the recognition of trade unions shall take place:**

- Appendix 1 - Terms of Reference for the Joint Consultative Negotiating Committee (JCNC)
- Appendix 2 - Time Off and Facilities Agreement for Accredited Representatives of Trade Unions

#### **6. DISCLAIMER**

6.1 This Agreement is binding in honour only and all parties will use their best endeavour to ensure its effective operation. However, all parties agree that it is not intended to constitute a legally enforceable agreement between them.

#### **7. SIGNATURES**

**Signed on behalf of Hertfordshire Partnership NHS Trust (HPFT): Chair of Management Side**

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signed on behalf of Joint Consultative and Negotiation Committee: Chair of Staff Side**

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

On behalf of all recognised unions listed below

- British Medical Association (BMA)
- GMB (Community District Nursing Association)
- Royal College of Nursing (RCN)
- The Chartered Society of Physiotherapy
- The Society of Chiropodists and Podiatrists
- UNISON (Incorporating the British Association of Occupational Therapists (BAOT) and Management in Partnership MIP)
- Unite the union

## **Appendix 1 - Terms of Reference for the Joint Consultative and Negotiation Committee**

### **Status:**

The JCNC is a management and staff side committee which works in partnership to foster good employee relations across the Trust. The purpose of the committee is to focus on Trust wide issues and not personal issues which could be dealt with through the grievance or disciplinary policy.

### **Chair:**

The chair will alternate between the Staff-Side Chair and the Chief Executive.

### **Membership:**

Management Representatives with voting rights will consist of the

- Chief Executive
- Deputy Chief Executive/Executive Director Strategy and Integration
- Executive Director of Finance
- Executive Director of Delivery and Service User Experience
- Executive Director of Quality and Safety
- Executive Director of People and Organisational Development

The Deputy Director of People and OD and the Associate Director of People will be members of the meeting and attend on a regular basis, however they will not have voting rights unless they are a nominated deputy for the Executive Director of People and OD.

Staff side will be allocated 12 seats from the Agenda for Change Recognised Unions and Professional Associations. The distribution of seats amongst the represented bodies will be for the staff side to determine and will be based on union membership within the Trust.

A staff side representative will cease to be a member of the JCNC, if they are no longer a member of the Accredited Union or Professional Association.

Regional Officers will be permitted to attend, but will not have voting rights and will be in attendance in an ex-officio capacity at all appropriate meetings.

### **Frequency of Meetings:**

The JCNC will meet six times per year. However, ad hoc additional meetings may be scheduled if required.

The Deputy Director of People and OD will be the management secretary for the JCNC. The JCNC secretary will collate agenda items from the co-chairs of the committee and will ensure that papers are sent out at least one week prior to the meeting.

The committee may establish working groups covering specific topics, including:

- Recruitment and Retention Group
- Change Management Group
- HR Policy Development Group

#### **Quorum:**

There must be a minimum of four management representatives with voting rights and four staff side members for the committee to be quorate.

#### **1. Remit**

The JCNC is a sub-group of the Executive Committee and its purpose is:

- 1.1 To promote effective and harmonious relations between the Trust employees and Trade Unions and provide a forum for discussion of matters concerning the organisation and its employees.
- 1.2 To maintain and review the agreed disputes machinery thus settling agreements in a manner consistent with relevant collective agreements.
- 1.3 To develop negotiated employment policies and procedures as required by legislation and to create a supportive and working environment.

#### **2. Accountability**

- 2.1 The Committee is accountable to the Trust Executive.

#### **3. Disputes**

All parties agree that it is essential for good employee relations that disputes are resolved at the earliest opportunity, and it is accepted that every effort will be made to ensure this is the case. This procedure is designed to resolve disputes between the staff side workers and the Trust, and should always be a last resort after all other negotiations have failed.

#### **Procedure**

Where the Trust and Staff Side have reached a dispute ('failure to agree') the dispute may be referred as detailed below.

#### **Stage 1**

Within 14 days of notification of a failure to agree, a further meeting will be arranged. At this stage the management side will normally comprise the Trust Chief Executive, the Executive Director of People and Organisational Development, or nominated Deputies.

The trade union side will normally comprise the Trust Trade Union Staff Side Secretary and two representatives of the appropriate unions. Full time officials may also be involved at this stage at the discretion of the trade unions involved in an advisory capacity.

#### **Stage 2**

If there is still a failure to agree the matter will be referred to the Board. Both parties will be invited to submit their case to a small representative group of board members (3 members including at least one non-executive director).

### **Stage 3**

Should there still be a failure to agree, the matter may by mutual consent be referred for conciliation either through ACAS or an agreed independent party. This is a voluntary process whereby ACAS will assist both sides to reach agreement.

### **General**

The parties agree that at each stage of the procedure, every attempt will be made to resolve the matter raised, ie: the status quo will remain.

## **4. Monitoring of Effectiveness**

- 4.1 The group will review its own performance and terms of reference at least once a year to ensure it is operating at maximum effectiveness.

Terms of Reference ratified by: JCNC

Date of Ratification:

Date of Review:

Terms of Reference Version

## **Appendix 2 –Time Off and Other Facilities for Accredited Representatives of Trade Unions**

### **1. Introduction**

- 1.1 The Trust will provide time off and other facilities which meet the requirements of the relevant legislation, (currently the Trade Union and Labour Relations (Consolidation) Act 1992 as amended) and are in accordance with the ACAS Code of Practice on Time Off for Trade Union Duties and Activities.
- 1.2 All parties recognise the need to maintain high quality service at all levels in the Trust is paramount.
- 1.3 The provision of reasonable time off and facilities applies to all accredited trade union representatives recognised by the Trust and detailed in the 'Trade Union Recognition and Partnership Agreement'. All of the principles of this agreement apply equally to these arrangements.
- 1.4 Staff Side Co-ordinators (Chair and Secretary) will receive a facility time allocation amounting to 4 working days per week (30 hours) each per week. The allocation of this time will be determined by the respective Staff Sides and may, subject to agreement of all parties, be re-designated to other officials. The maximum total time for all officials must not exceed four days per week, in consultation with the Management Side Chair. This allocation does not preclude individual Trade Unions from negotiating additional block release for senior reps where this may be required.

### **2. Accreditation and Recognition**

- 2.1 Each recognised trade union will establish with the Executive Director of People and OD the number of representatives in the Trust and the areas covered. Some unions with several accredited representatives may wish to appoint one as their senior representative.
- 2.2 To be recognised by the Trust as a Staff Side representative, the member must be accredited by their trade union and be a current employee of the Trust. However, during periods of major organisational change an element of flexibility may be required, particularly where staff moving to new organisations require urgent representation.
- 2.3 Each recognised trade union will advise the Executive Director of People and OD of the election or appointment of each newly accredited representative; and will normally provide the following information:
  - Name, designation and place of work
  - Type of representative (H&S, learning, steward, senior representative)
  - date of commencement and expiry of accreditation
  - staff group(s) they are to represent
  - if appropriate, the name of the representative they are replacing
  - A full list of all accredited representatives will be compiled by the Staff Side secretary and made available to the management side, Staff Side and published on the intranet together with contact details.
- 2.4 Each trade union will advise the Executive Director of People and OD and their line manager as soon as possible when a recognised representative ceases being a representative. The number of accredited representatives will be a matter for discussion and agreement between the union(s) and the Trust. Numbers may be varied by mutual agreement, to take account of changes in staff numbers or organisational structure.

- 2.5 Trust recognition will usually only be withdrawn under the following circumstances:
- On written notification by the trade union concerned
  - In the event of a TUPE Transfer (or similar) resulting in all relevant employees leaving the organisation for which recognition was granted
  - Under other circumstances following discussion with the organisation concerned
- 2.6 The recognised trade unions are committed to ensuring that wherever possible their accredited representatives remain effective in performing their representative duties.
- 2.7 The Trust grants recognition, and therefore access, to the facilities described in this document. Any redress on behalf of the recognised Trade Unions will be through the Collective Disputes Policy and procedure. Both parties reserve the right, in exceptional circumstances, to seek redress through a recognised conciliation service (eg: ACAS) when it feels the other party, their representatives or their officials are not in tune with this agreement.

### **3. Time off for Accredited Representatives of Recognised Trade Unions**

- 3.1 Time off with pay will be granted in accordance with the provisions of this agreement to allow accredited representatives to undertake duties regarding matters of joint concern between the Trust and Staff Organisations (see Section 5). These may (but not exclusively) include:
- Representing groups or individual members in matters relating to Terms and Conditions of employment or the physical conditions in which they are required to work; including Health and Safety issues, learning opportunities, industrial action, interpretation, policies and procedures, job matching and assessment
  - Representing groups of staff or individual members in relation to equal opportunities, dignity at work and sickness reviews
  - Representing groups or individual members in matters relating to disciplinary procedures including grievances, disputes, competency, suspensions and termination
  - Meeting other accredited representatives or full time officers of their trades unions to discuss any of the issues covered within this section
  - Participating in approved training, necessary for effective performance in the role of a representative including Learning and Health and Safety
  - Participating in meetings called by management to which they have been invited
  - Participation as a member of the JCNC in joint meetings and Staff Side pre-meetings, and in negotiations as a member of the JCNC
  - Participating in meetings as a member of Health & Safety Committee or on other recognised Trust committees
  - Informing members about negotiations and consultations with management
  - Matters relating to Learning representations and Safety representation
  - Reasonable time to prepare for any meeting when representing members regarding any issue covered in this section

3.2 Subject to service needs, accredited representatives will be granted reasonable time off with pay to participate in trade union activities not directly relevant to the business of the Trust, but which may have an effect on Trust business. These may (but not exclusively) include:

- Attending branch, area, regional or national Trade Union meetings, including voting at the workplace in Trade union / Staff Side elections
- Attending meetings with full Time Officials
- Taking part, as a representative in meetings of officially recognised Policy Making Bodies external to the Trust
- Taking part as a representative on Regional / National Staff Side committees

Evidence should be provided for this from the union rule book or papers, and should be revised and updated when necessary.

#### **4. Training for Representatives**

4.1 The Trust recognises that staff representatives can only carry out their duties effectively if they possess the relevant skills and knowledge.

4.2 Trade unions have a duty to provide training to their staff representatives and the Trust undertakes to support this by encouraging their participation in relevant Trust training schemes. The Trust will grant time off with pay where this would help in the performance of their Staff Side duties and is relevant to the role that they are performing. The trade unions for their part need to be mindful of the number of courses each rep is applying for.

4.3 The Trust will grant time off with pay, but not expenses, for accredited representatives to undertake relevant training, approved by TUC or other Staff Side organisations, for the purpose of assisting representatives in the performance of their duties. This may, but not exclusively, include:

- Initial basic training
- Disciplinary and grievance training
- Negotiating and representational skills
- Industrial relations, National Terms and Conditions (including pensions) and employment law
- Health and Safety
- Learning Representation

#### **5. Time Off and Records**

5.1 For Trade Union Duties (examples of which are outlined in paragraph 3.1) reasonable time off **with pay** will be granted to accredited representatives to undertake duties subject to the following:

- Each application for time off being considered on its merits by the representative's line manager and not being unreasonably refused.
- The 'reasonableness' of the request will be judged using factors such as operational requirements, amount of time requested, purpose, and the notice given.

5.2 Unlike the provisions covering paid time off for union duties in paragraph 5.1, there is no statutory requirement for Time Off for Trade Union Activities (examples of which are outlined in paragraph 3.2) to be paid. However the Trust, agree that this time off may be paid, subject to service needs and the criteria outlined in the bullet points above.

- 5.3 Prior to taking time off for union duties or activities the representative shall inform their manager of the need, general reason, intended location and the expected period of absence. Wherever possible sufficient notice should be given to enable the manager to cover the representative's working duties. Permission for time off should not be unreasonably withheld.
- 5.4 Requests for time off for conferences and training must be submitted to the appropriate line manager, on the approved form (Appendix 4). This must include details of the event and, ideally, a copy of the course programme. Requests should be submitted as soon as reasonably practicable, preferably one month prior to the starting date. It is anticipated that such requests will not be unreasonably refused. Where training hours are longer than an individual's contracted hours, this should be clearly indicated in order that an agreement can be reached regarding appropriate time off in lieu. Time spent travelling to or from venues or for overnight stays on residential courses cannot be counted for this purpose, and only contractual hours will be paid or up to seven and a half per day where the time is longer than a normal working day (eg: part time staff)
- 5.5 In order to help the Trust fully support Trade union Representation at an effective level within the organisation all staff representatives (except those with time specifically allocated under section 1.4 Appendix 2) are required to maintain a record of their union activity on the Health Roster.

## **6. Payment for Time Off**

- 6.1 Where trade union duties and activities directly or indirectly affect the Trust, and time off with pay has been agreed, the Trust will pay:
- the amount which would have been earned had the representative worked throughout the period
  - where training hours are longer than an individuals contracted hours, excess time will be provided as time in lieu. Travel time and overnight stays on residential courses cannot be counted for this purpose (see section 5.4)
  - where earnings are variable, payment will be calculated with reference to the average hourly rate over the preceding 4 weeks.

## **7. General Facilities for Trade Unions**

- 7.1 The Trust will provide facilities for the recognised accredited representatives to enable them to fulfil their responsibilities effectively. This will include:
- The use of an equipped office, available to all representatives, together with adequate secure storage, photocopying, computer facilities and e-mail facilities
  - The use, in privacy, of a telephone supplied by the Trust
  - Facilities for representatives to meet privately and/or hold meetings individually or in groups with their members and Full Time Officials of the recognised Trade Unions.
  - Basic comfort and refreshment facilities (convenient access to drinking water, tea and coffee making facilities)
  - Facilities for trade union work place elections, ballots and Annual General Meetings to take place during working hours.

- Access to the Trust communications media (including the Trust's intranet bulletin board) to inform staff of current workplace issues
- A notice board on Trust premises, at sites agreed in partnership to exhibit notices to Trade Union members and staff. Each notice should clearly indicate the organisation of origin
- The cost of using first class post when material has to be distributed rapidly

## **8. Interpretation, Variation and Termination to Time off and Facilities Agreement**

- 8.1 In recognising the changing nature of employee relations, variations to this agreement can only be made by the mutual consent of all parties at a quorate meeting of the JCNC provided that notice of the proposed amendment has been circulated to each committee member at least 28 days prior to the meeting.
- 8.2 Any dispute regarding the interpretation of this agreement shall be referred in the first instance to the JCNC and the Executive Director of People and OD In the event of a failure to agree the matter will be referred to ACAS (or other agreed external body) for conciliation and arbitration.
- 8.3 This agreement may be terminated by either party giving 6 months' notice in writing to the other side. This notice period will be used to negotiate a new agreement.

## **Appendix 3 – Disputes Procedure**

### **1. INTRODUCTION**

All parties agree that it is essential for good employee relations that disputes are resolved at the earliest opportunity, and it is accepted that every effort will be made to ensure this is the case. This procedure is designed to resolve disputes between the staff side workers and the Trust, and should always be a last resort after all other negotiations have failed.

#### **Procedure**

Where the Trust and Staff Side have reached a dispute ('failure to agree') the dispute may be referred as detailed below.

#### **Stage 1**

Within 14 days of notification of a failure to agree, a further meeting will be arranged. At this stage the management side will normally comprise the Trust Chief Executive, the Executive Director of People and Organisational Development, or nominated Deputies.

The trade union side will normally comprise the Trust Trade Union Staff Side Secretary and two representatives of the appropriate unions. Full time officials may also be involved at this stage at the discretion of the trade unions involved in an advisory capacity.

#### **Stage 2**

If there is still a failure to agree the matter will be referred to the Board. Both parties will be invited to submit their case to a small representative group of board members (3 members including at least one non-executive director).

#### **Stage 3**

Should there still be a failure to agree, the matter may by mutual consent be referred for conciliation either through ACAS or an agreed independent party. This is a voluntary process whereby ACAS will assist both sides to reach agreement.

#### **General**

The parties agree that at each stage of the procedure, every attempt will be made to resolve the matter raised, ie: the status quo will remain.

**Appendix 4 – Request for Time Off to Attend Trade Union/Professional Organisation or TUC Approved Course or Conference**

<b>Name</b>	
<b>Occupation</b>	
<b>Place of work</b>	
<b>Directorate</b>	
<b>Trade Union/Professional Organisation</b>	
<b>What office do you hold in above?</b>	
<b>Date of appointment</b>	

<b>DETAILS OF CONFERENCE</b>	
<b>Title</b>	
<b>Organising Body</b>	
<b>Brief Summary of Content – enclose programme if available</b>	
<b>Where held?</b>	
<b>Date(s) of course</b>	

<b>TO BE COMPLETED BY APPLICANT:</b>		
<b>I wish to apply for paid time off</b>	<b>From</b>	<b>To</b>
<b>If day release, state which day</b>		
<b>Number of days leave requested</b>		
<b>Signature of applicant</b>		<b>Date</b>

<b>TO BE COMPLETED BY DEPARTMENT HEAD:</b>		
<b>APPROVED / NOT APPROVED *</b>	<b>*delete where applicable</b>	
<b>Signature of Line Manager</b>		<b>Date</b>

**Notes:**

1. Expenses incurred to attend the course/conference will **NOT** be paid by HPFT
2. The Trust reserves the right to request a copy of the course syllabus or conference programme if it is thought necessary
3. It is the applicant's responsibility to book a place on the course and notify their Trade Union that they have/have not been granted release to attend
4. This should only be done after this application has been approved by the Line Manager

	<i>we are...</i>	<i>you feel...</i>
<b>Our Values</b>	<b>Welcoming</b>	✔ Valued as an individual
	<b>Kind</b>	✔ Cared for
	<b>Positive</b>	✔ Supported and included
	<b>Respectful</b>	✔ Listened to and heard
	<b>Professional</b>	✔ Safe and confident

**Our  values**  
 Welcoming Kind Positive Respectful Professional