

Partnership Agreement – Trade Union Representatives

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Author/Lead Job Title	Karen Phillips Deputy Director of Workforce and OD
Director’s sign off (Name, role and Date)	Steve McGowan Director of Workforce and OD
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VALIDITY – Protocols should be accessed via the Trust intranet to ensure the current version is used.

CHANGE RECORD

Version	Date	Change details
Partnership Agreement – Trade Union Representatives (HR-022)		
2.0	09/06/13	<i>Reviewed and harmonised</i>
2.1	27/05/14	<i>Minor changes to Appendix 3 Addition of ‘Full time officials may attend at the invitation of the staff side and management side’</i>
2.2	Nov-16	<i>Minor Amendments - pages 3, 6 and 7. Clarity around union representatives who transfer into the Trust. Full time officers, not members of TCNC, however, welcome to attend meetings. Clarity around management membership. Timescales for consultation papers and those attending who are affected by them</i>
3.0	17/02/21	<i>Full review</i>
3.1	07/06/22	<i>Extended for another 3 years (until June 2025). Agreed at TCNC and confirmed by Karen Philips, as “there were no issues with it”.and “it has mechanisms in it to review before then where necessary”.</i>
Partnership Agreement – Trade Union Representatives (Prot535)		
1.0	13/01/23	<i>Changed from policy to protocol, as deemed more accurate. No content changes from HR-022 v3.1. Review date kept the same (June 2025). Approved by director sign-off (Steve McGowan – 15 Nov 22).</i>

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1. INTRODUCTION

This Partnership Agreement sets out a framework agreed by Humber Teaching NHS Foundation Trust and NHS Trade Unions. It describes the principles of partnership and the responsibilities and structures which are aligned to the partners' shared goals and objectives. This agreement outlines how all parties will endeavour to promote effective partnership working pertinent to relevant workforce related matters.

To enable effective operation of this partnership arrangement, all parties agree to recognise and respect each other's roles and functions, which are distinct but complementary.

In particular, this agreement recognises explicitly that:

- The Trust is committed to maintaining effective employee relations with its staff and their trade union representatives.
- The Trust considers that good employee relations are an important factor in achieving its values, behaviours and objectives.
- The Trust recognises that trade unions significantly contribute to good employee relations, through joint working.
- The Trade Unions acknowledge the Trust's fundamental right to be responsible for planning, organising and managing its activities in pursuance of its values, behaviours, and objectives. Similarly, the Trust recognises the Trade Unions responsibility to represent the interests of its members.
- A robust system of negotiation on matters relating to terms and conditions is vital.
- All conversations and interactions will be undertaken in accordance with the trust behavioral framework.
- A climate of trust and openness will be maintained between staff representatives and the Trust based on regular information sharing, problem solving and learning.
- The terms of this agreement are binding in honour only and do not constitute a legally enforceable agreement.

2. PRINCIPLES

To deliver partnership working successfully it is important to develop good formal and informal working relationships that build trust and share responsibility, whilst respecting differences. To facilitate this, all parties commit to adopt the following principles in their dealings with each other:

- Building trust and a mutual respect for each other's roles and responsibilities
- Openness, honesty and transparency in communications
- Top level commitment
- Positive and constructive approach
- Commitment to work with and learn from each other
- Early discussion of emerging issues and maintaining dialogue on policy and priorities
- Commitment to ensuring high quality outcomes
- Where appropriate, confidentiality and agreed external positions
- Making the best use of resources
- Ensuring a no surprises culture.

3. SCOPE

This agreement covers the arrangements for consultation, negotiation and representations. The framework for consultation and negotiations can be found in the terms of reference.

4. DEFINITIONS

In this Partnership Agreement:

- The recognised Trade Union refers to staff side organisations listed at appendix 2.
- The Partnership Agreement - is between Humber Teaching NHS Foundation Trust and the recognised Trade Unions.
- Staff refers to all employees of Humber Teaching NHS Foundation Trust.
- Trust refers to Humber Teaching NHS Foundation Trust.

Partnership means the routine involvement of management, staff and trade union representatives in decision making at all levels with access to information which gives a genuine opportunity to influence decisions. This includes, where appropriate, identifying the problems to be addressed at the earliest possible stage and before decisions are made.

5. BENEFITS

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

- Delivering improved services to patients/staff
- Improved mutual understanding
- An opportunity for partners to contribute their experience and ideas to the development, implementation and effectiveness of the workforce implications of policies relating to employees.
- Ensuring high standards of employment practices
- Providing a transparent and streamlined structure for Trade Union, employer and staff engagement

6. RECOGNISED TRADE UNIONS

The Trust has a list of recognised Trade Unions that support every different discipline.

In relation to staff members that are transferring to the Trust via a TUPE transfer; who are currently union representatives in their former organisations, prior to the TUPE transfer.

The Trust recognises these individuals as union representatives once they transfer to the organisation, however, they would not automatically gain membership of the Trust Consultation and Negotiation Committee (TCNC). Membership of the TCNC remains subject to the agreed levels of representation and membership on the TCNC.

7. DUTIES AND RESPONSIBILITIES

Specific responsibilities of the Trust:

- That all levels of management are familiar with the agreement and arrangements relating to partnership working including facilities and time off arrangements.
- Recognised Trade Unions have access to all relevant information, other than confidential information about service users or staff, to support involvement in decisions that affect working lives and the delivery of healthcare.
- Trade Union involvement and engagement should take place throughout the Trust irrespective of boundaries of profession, service and functional structure.

The systems and processes for Trade Union involvement at both corporate and functional levels

will be supportive of and supplementary to the consultation procedures in place, e.g. team meetings, one to one meetings.

Staff have the opportunity through their Trade Unions to express their opinions and be actively involved in issues affecting them.

Managers recognise that union representatives must have reasonable and appropriate protected time away from their place of work to enable them to attend and contribute to workforce issues.

Trade union representatives will be treated fairly in relation to their union involvement and that their careers will not be prejudiced or their development or promotion opportunities compromised as a result of the reasonable conduct of their roles.

The implementation of partnership working including the Facilities and Time Off Arrangements is managed appropriately.

The Trust recognises the Trade Union's responsibility to represent the interests of their members and to work for improved conditions of employment.

No disciplinary action will be taken against a trade union representative until such a time as the Trust has considered whether this should be discussed with the full time regional officer of the representative's trade union in accordance with paragraph 30 of the ACAS Code of Practice on Disciplinary and Grievance Procedures.

Specific responsibilities of the Trade Unions:

The Trade Unions agree to use their best endeavours to promote the interests of the Trust and the communities it serves where these are not inconsistent with those of its members. The Trade Unions will notify the Trust promptly and in writing with details of all local representatives and paid officials who will deal with the Trust and who will operate within its constitution and procedural agreements.

Trade unions are invited to attend Trust New Starter Welcome and provide resources, information, guidance as appropriate.

Other specific responsibilities

- The time and resources provided by the Trust are used appropriately.
- Reasonable notice of time off requirement is provided, other than in exceptional circumstances.
- Appropriate training is provided for its representatives and members.
- All Trade Union representatives are familiar with partnership working and the terms of this agreement.
- All Trade Unions agree to notify the Director of Workforce and OD of changes to representatives in a timely manner to enable an up to date list of representatives to be maintained.
- All Trade Union representatives will keep line managers informed of the time taken to undertake their union duties as per the Trade Union (Facility Time Publication Requirements) Regulations 2017 (SI 2017/328)

8. RESOLVING CONCERNS WITH THE PARTNERSHIP WORKING AGREEMENT

This partnership working agreement outlines the mutual commitment to maintaining a healthy working relationship but where concerns with the partnership working agreements or concerns arise in respect of the implementation of joint agreements, the following steps will be used to resolve these concerns:

- Holding a formal partnership working agreement meeting with representatives from

- management and staff side present, to discuss the concerns and explore workable and mutually agreeable resolutions, during which period a stand-off status quo will exist.
- The involvement of ACAS to support the partnership working agreement to facilitate discussions between the representatives of management and staff side to discuss the concerns and explore workable and mutually agreed resolution and commitment.
 - In the event of these steps being exhausted and still no agreement being reached to resolve a concern with the partnership working agreement or its implementation, the partnership working agreement as a last resort may be terminated after 3 months' notice being given in writing by either the recognised Trade unions or the trust.

9. GENERAL FACILITIES

The following facilities will be made available, on request, to recognised trade union representatives who require them to fulfil their Trade Union duties.-

Accommodation for Meetings

The business meetings and confidential interviews of the Unions may be held on the organisation's premises without charge. Management will also provide accommodation for training sessions organised by the Unions for their Trust representatives.

Office Accommodation

The Trust will provide office accommodation suitably equipped and resourced for the exclusive use of recognised trade union representatives.

The Trust will provide and allow use by agreement of notice boards solely for trade union organisations purposes on the Trust premises

Procedure for Applying for Time Off

Subject to adequate notice, requests for time off should be agreed with the representative's line manager. Approval for time off will not be unreasonably withheld subject to the needs of the service. Representative should provide line managers with the following detail when requesting time off for union duties/activity:

- Outline of the reason for time off is required;
- The intended location; and
- The approximate duration.

Difficulties relating to time off

Any difficulties relating to time off may be informally raised in the first instance with the line manager and Staff Side lead.

Calculation of Pay

Employees' normal working pay is authorised by the line manager in the normal pay period concerned.

Time Off Payments

Paid Time Off for Trade Union activities will normally be granted where the issues under discussion relate to the business of the organisation. For other union activities not related to the business of the organisation, alternative leave arrangements can be agreed or unpaid time off can be authorised by line managers. Advice should be sought from HR if managers are unsure.

Time off with pay will also be granted for attendance at a Trade Union approved training events relevant to the representative's Trade Union duties.

Additional Working

Where individual representatives work outside of their normal working hours, with the agreement of

the Trust, then in the first instance time off in lieu will be made available to the representative. If it is not possible to use this additional time off within 3 months then the representative can apply for the accrued time to be paid at basic rate, this is with particular reference to part time employees. Such payments are not guaranteed and will need to be agreed with the Line Manager and the Head of Workforce.

Expenses in connection with time off

Expenses are payable when acting on trade union duties connected to the Trust's business where prior permission has been sought and granted.

Staff Side Chair

The role of Staff Side Chair will be awarded 3 days per week as protected facility time to undertake duties.

Facilities for full time Officers

Full time Officers of the Recognised Trade Unions may attend the organisation's premises in the performance of their duties in order to support members and local trade union representatives.

10. EXAMPLES OF TRADE UNION DUTIES

- Representing a member in the execution of their rights under their Terms and Conditions of Service
- Collective bargaining purposes
- Meetings with Trust managers for negotiation, consultation or other purposes relating to employees of the Trust.
- Formal consultation meetings including staff side meetings.
- These examples are representative and should not be considered exclusive.

11. FRAMEWORK FOR CONSULTATION AND NEGOTIATION

The Trust is committed to developing an inclusive consultation and negotiation framework through the Trust Consultation and Negotiation Committee (TCNC). Trusts have been empowered since their inception to negotiate on local arrangements associated with pay and conditions, in line with the provisions under Agenda for Change, medical staff Terms and Conditions and those on other T&Cs under the provision of TUPE.

Sub-groups will be established from the TCNC (for example Health and Safety Committee) as and when required with appropriate representatives from management and staff side to negotiate specific terms and conditions and develop/revise Human Resources policies and procedures.

Decisions will be reached by agreement of both sides. Any decisions related to pay, terms and conditions will be referred to an appropriately convened sub-group. Decisions are to be ratified by the full TCNC meeting.

Terms of reference for TCNC are set as a separate document.

Policy Review Meeting

The policy review meeting is intended to collectively consult upon policies that are due for review in an open and transparent forum, giving all parties the opportunity to contribute effectively from the outset thus ensuring full and meaningful dialogue, debate and discussion.

The 12-month policy review programme will be shared with the policy group members to give opportunity to comment and provide feedback at regular intervals and these comments will be logged centrally and considered a part of the policy refresh process.

Agreements will be reached by both sides and ratified at the full TCNC meetings.

The policy meeting will take place monthly.

12. CO-OPERATION

Management and the recognised Trade Unions recognise the need to maintain services at all times, and the recognised Trade Unions should ensure that requests for time off do not contravene this principle.

Wherever possible, arrangements will be made by management to give notice well in advance of regular meetings, for example, Partnership Forum meetings, and to ensure that such meetings are held on a fixed day or date and time. Representatives/members must not unduly or unnecessarily prolong the time they are absent from work.

13. INDUSTRIAL ACTION

The recognised Trade Unions undertake not to engage in any industrial action in furtherance of a dispute until all procedures under the failure to agree framework in Appendix 1 have been exhausted.

Time off will not be allowed for purposes which in themselves constitute industrial action. Where, however, a representative of a recognised Trade Union is not taking part in industrial action but represents members involved, normal arrangements for time off with pay for the representative of a recognised Trade Union will apply.

14. CONSULTATION

This agreement will be consulted upon by all relevant parties, including staff and management side representative.

15. IMPLEMENTATION AND MONITORING

This agreement will be communicated to staff via team meetings/team brief/Global bulletin and will be available for staff on the intranet.

The Workforce and OD department will be responsible for monitoring the effectiveness of this agreement.

The impact of this agreement on the Trust's ambition to improve equality, diversity and inclusion will be monitored through the Trust's annual Workforce Race Equality Standard (WRES) analysis.

16. MONITORING COMPLIANCE

This agreement will be reviewed on a three yearly basis or amended in the light of new employment legislation and/or relevant case law.

APPENDIX 1: FAILURE TO AGREE MECHANISM

To be used when there is a failure to agree, regarding issues arising out of the TCNC (not about the partnership agreement).

Introduction

In the arrangements for negotiating, there is a need for a mechanism where a failure to agree can be resolved quickly and, where possible, to both parties' satisfaction.

It is, however, important that any such mechanism does not undermine the actual negotiation process.

Mechanism for Settling Issues

Responsibility for reaching an agreement rests with the negotiating parties. The Trust and the Trade Unions agree that every attempt will be made to reach agreement. As such, the steps outlined in section 8 of the agreement will be used to resolve concerns.

Only at a stage when it is clear that no agreement through the formal negotiating process is forthcoming, will the matter be referred for external conciliation to ACAS as a method of settling the issue.

Interim Measures

The Trust will not automatically operate a status quo situation but any request from the Trade Unions for a 'status quo' will be reasonably considered.

This will mean that those arrangements which applied prior to entering the procedure and relate to the failure to agree will operate until the procedures under this framework have been exhausted.

The status quo clause will not interfere with an employee's responsibilities to carry out lawful management instructions and must be subject to the needs for the safe operation of services.

The Trade Unions undertake not to engage in any industrial action in furtherance of a dispute until the procedures under this framework have been exhausted.

APPENDIX 2: RECOGNISED TRADE UNIONS

- Unison
- Unite
- Chartered Society of Physiotherapists
- British Dietetic Association
- British Medical Association
- British Association of Occupational Therapists
- Society of Chiropodists and Podiatrists
- Royal College of Nursing
- General Municipal Boilermakers
- Prison Officers Association

APPENDIX 3: TIME OFF FOR TRADE UNION DUTIES APPLICATION FORM

Name	
Job Title	
Department	

Reason for the request

Leave requested	
Date of leave	
Number of hours	
Agreed with or without pay	
Signed (Authorising Line Manager/General Manager)	
Manager Name	
Date	

Please note that this time off for trade union duties must be formally logged as facilities time in accordance with the Trade Union (Facility Time Publication Requirements) Regulations 2017

APPENDIX 4: EQUALITY IMPACT ASSESSMENT (EIA)

For strategies, policies, procedures, processes, guidelines, protocols, tenders, services

1. Document or Process or Service Name: **Partnership Agreement – Trade Union Representatives**
2. EIA Reviewer (name, job title, base and contact details) **Karen Phillips**
3. Is it a Policy, Strategy, Procedure, Process, Tender, Service or Other? **Policy**

Main Aims of the Document, Process or Service

This Partnership Agreement sets out a framework agreed by Humber Teaching NHS Foundation Trust and NHS Trade Unions. This agreement outlines how all parties will endeavour to promote effective partnership working pertinent to relevant workforce related matters.

Please indicate in the table that follows whether the document or process has the potential to impact adversely, intentionally or unwittingly on the equality target groups contained in the pro forma

<p>Equality Target Group</p> <ol style="list-style-type: none"> 1. Age 2. Disability 3. Sex 4. Marriage/Civil Partnership 5. Pregnancy/Maternity 6. Race 7. Religion/Belief 8. Sexual Orientation 9. Gender re-assignment 	<p>Is the document or process likely to have a potential or actual differential impact with regards to the equality target groups listed?</p> <p>Equality Impact Score Low = Little or No evidence or concern (Green) Medium = some evidence or concern (Amber) High = significant evidence or concern (Red)</p>	<p>How have you arrived at the equality impact score?</p> <ol style="list-style-type: none"> a) who have you consulted with b) what have they said c) what information or data have you used d) where are the gaps in your analysis e) how will your document/process or service promote equality and diversity good practice
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Equality Target Group	Definitions	Equality Impact Score	Evidence to support Equality Impact Score
Age	<p>Including specific ages and age groups:</p> <p>Older people Young people Children Early years</p>	Low	There is no evidence that this protected characteristic is negatively affected by the implementation of this agreement.
Disability	<p>Where the impairment has a substantial and long term adverse effect on the ability of the person to carry out their day to day activities:</p> <p>Sensory Physical Learning Mental health (including cancer, HIV, multiple sclerosis)</p>	Low	There is no evidence that this protected characteristic is negatively affected by the implementation of this agreement.
Sex	<p>Men/Male Women/Female</p>	Low	There is no evidence that this protected characteristic is negatively affected by the implementation of this agreement.
Marriage/Civil Partnership		Low	There is no evidence that this protected characteristic is negatively affected by the implementation of this agreement.
Pregnancy/Maternity		Low	There is no evidence that this protected characteristic is negatively affected by the implementation of this agreement.

Equality Target Group	Definitions	Equality Impact Score	Evidence to support Equality Impact Score
Race	Colour Nationality Ethnic/national origins	Low	There is no evidence that this protected characteristic is negatively affected by the implementation of this agreement.
Religion or Belief	All religions (Including lack of religion or belief and where belief includes any religious or philosophical belief)	Low	There is no evidence that this protected characteristic is negatively affected by the implementation of this agreement.
Sexual Orientation	Lesbian Gay Men Bisexual	Low	There is no evidence that this protected characteristic is negatively affected by the implementation of this agreement.
Gender reassignment	Where people are proposing to undergo, or have undergone a process (or part of a process) for the purpose of reassigning the person's sex by changing physiological or other attribute of sex	Low	There is no evidence that this protected characteristic is negatively affected by the implementation of this agreement.

Summary

Please describe the main points/actions arising from your assessment that supports your decision above	
There is no evidence that any of the above mentioned protected characteristics will be adversely affected by the implementation of this agreement.	
EIA Reviewer: Karen Phillips	
Date completed: 14/07/2022	Signature: Karen J Phillips