

**Partnership Agreement with Recognition and Procedural Agreement Policy**

**East London NHS Foundation Trust: Partnership Agreement**

Version number :	2.0
Consultation Groups	Directors and Staff involved in development and management of procedural documents
Approved by (Sponsor Group)	Joint Staff Committee
Ratified by:	JSC
Date ratified:	4 <sup>th</sup> December 2019
Name of originator/author:	Jemma Ball, Associate Director of People and Culture, Maureen Brown, Staff side Chair
Executive Director lead :	Tanya Carter
Implementation Date :	February 2020
Last Review Date	November 2019
Next Review date:	November 2022

Services	Applicable
Trustwide	x
Mental Health and LD	
Community Health Services	

## **Introduction**

This agreement sets out the values and approach by which the Trust and Staffside representatives will work together to the mutual benefit of the organisation and the staff who deliver our healthcare services.

The Trust's objective of delivering the highest quality services possible can only be achieved by a workforce that is sufficiently skilled, committed and feels valued. This agreement is intended to help embed partnership working within the culture and practice of the organisation at all levels.

The agreement is complemented by the Recognition and Procedural Agreement Policy (appendix 1) which sets out the operational arrangements to support the values.

## **Principles of Effective Partnership Working**

To deliver partnership working successfully it is important to develop good formal and informal working relations that build trust and share responsibility, whilst respecting differences. Both parties will adhere to a collaborative set of behaviours that will support the application of partnership working. To facilitate this, the Trust and Staffside commit to adopting the following principles in their dealings with each other:

- Building trust and treating each other with mutual respect and courtesy
- Openness, honesty and transparency in everything we do
- Commitment to the principles of partnership working and staff engagement across the organisation
- Maintaining a positive and constructive approach
- Commitment to work with, and learn from, each other including the open sharing of information
- Early discussion of emerging issues and maintaining dialogue on policy and priorities
- Commitment to ensuring high quality outcomes for our service users
- Making the best use of available resources
- Ensuring a "no surprises culture" is maintained

## **Partnership Working Commitments**

The Trust will

- Ensure two way communications methods are in place across the organisation and that they continue to work effectively.
- Encourage staff involvement in decision making and facilitate contributions and ideas from all individuals.
- Devolve responsibility and accountability in an empowering culture that builds on and encourages team working.
- Support the needs of all staff, whether they are Trade Union members or not.

- Commits to continue funding protected time arrangements for the Staffside Chair and Secretary, in line with the Recognition and Procedural Agreement Policy.

### **Managers will**

- Communicate and engage with staff on a regular basis and keep them informed of developments across the organisation.
- Encourage staff and their representatives to be involved at the earliest stages of any new developments.
- Ensure that staff representatives are released to support the engagement and partnership work of the Trust and Staffside
- Ensure that the views of staff are passed up the organisation as well as communicating the views of the executive and Trust Board.

### **Staff representatives and unions/professional organisations will**

- Communicate effectively with their members to ensure that they fully represent their views.
- Support the correct, appropriate and efficient application of trust policies
- Make representatives available to support partnership working and the needs of their members.
- Agree to maintain confidentiality regarding sensitive issues.
- Ensure that all their representatives have received the appropriate training for their duties

### **Partnership working areas**

The following list represents the current areas of partnership working in the Trust. The list is not exhaustive or prescriptive and it is anticipated that the nature and scope of partnership working will develop over time.

#### **i) Agenda for Change**

The job evaluation, matching and banding processes for job roles is carried out in partnership between management and trade union representatives.

#### **ii) Strategy & Policy development**

The Trust will engage the JSC in workforce related strategies, including strategies and plans designed to improve the staff experience such as staff engagement and health & well-being.

Policy development is carried out through the JSC sub committee comprised of People and Culture, staff side and management representatives. Ratification will continue to be via the JSC.

#### **iii) Organisational Change**

The Trust and Staffside will work in partnership to ensure that organisational change is delivered successfully and supports, wherever possible, the needs of both the organisation and staff. Pre and formal consultation around

organisational change proposals will be carried out with Staffside and all staff affected.

**iv) Health, Safety and Wellbeing**

Staffside and the Trust will work together to promote the health and wellbeing of all staff working for the organisation through the forum of the People and Culture Committee, Health and Safety Committee and the JSC Away Day.

**v) Staff Survey Work streams**

The Work streams, based on the annual staff survey results, are created in partnership to bring about improvements in service delivery and/or address particular organisational needs.

**vi) Workplace Learning representatives and Workforce Development**

Workplace Learning Advisors work in partnership with the Trust's Learning and Development Team to support skills development and training across the workforce. Staff side and the Trust will promote training and development through the forum of the Education Committee.

**vii) Joint training**

Where appropriate and the opportunity arises, relevant HR training will be jointly delivered and shared with staff side representatives.

**viii) Recruitment and Selection**

Wherever possible and appropriate, the Trust will involve Staff Side in recruitment processes to posts that are key to both parties working relationships and joint objectives.

**ix) Joint Trust communications**

The Trust and Staffside will, wherever possible, communicate joint messages to inform staff of relevant developments, workstreams or partnership agreements. This will include a regular overview and key messages from the Trust's JSC Group.

**Formal Channels of Communication**

Effective partnership will rely on a range of communication routes both formal and informal. The JSC Group meeting will continue as part of this communication framework, with the Local JSC and Policy Sub Committee supplementing this. Key messages will be agreed at the JSC and communicated widely across the Trust.

**Confidentiality**

Open discussion and engagement on certain issues may be confidential in their nature and therefore all parties to this agreement will be expected to respect such requests for confidentiality when they are made.

**Relation to Other policies**

This agreement should be read in conjunction with the Trust Recognition and Procedural

### Recognition and Procedural Agreement Policy

Version number :	7.0
Consultation Groups	Directors and Staff involved in development and management of procedural documents, SDB, Representatives of the Staff Network Groups and Service User Involvement Groups
Approved by (Sponsor Group)	Joint Staff Committee
Ratified by:	JSC
Date ratified:	4 <sup>th</sup> December 2019
Name of originator/author:	Jemma Ball, Associate Director of People and Culture Maureen Brown, Staff side Chair
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### Version Control Summary

Version	Date	Author	Status	Comment

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## **1.0 Introduction**

1.1 The purpose of this agreement is to determine Trade Union and Professional Organisation recognition and representation arrangements within the Trust and to establish a frame-work for consultation and negotiation.

1.2 This agreement is made between East London NHS Foundation Trust (referred to as the "Trust") and the following, Trade Unions and Professional Organisations with members employed by the Trust (referred to as the "Unions"):

- British Medical Association (**BMA**)
- Royal College of Nursing (**RCN**)
- UNITE (**UNITE**)
- Unison (**UNISON**)
- General Municipal and Boiler Makers Union (**GMB**)
- British Dental Association (**BDA**)
- Community & District Nursing Association (**CDNA**)
- Chartered Society of Physiotherapy (**CSP**)
- The Society of Chiropractors & Podiatrists (**SCP**)
- British Association of Occupational Therapists (**BAOT**)
- British Dietetic Association (**BDA**)

1.3 It is the intention of the parties of this agreement to establish and maintain the best possible relationship between the Trust and its employees for the benefit of the organisation and its clients. Both parties have the common objectives of efficient operation and development, the enhancement of effective communication with all staff throughout the organisation and to ensure the highest possible standards of employer practices, among others.

## **2.0 General Principles**

2.1 The Trust and the Unions recognise that they have as common objectives:

- The effective and efficient operation of the Trust in the best interests of patients, clients and staff.
- The maintenance of good employee relations by means of communication, consultation and negotiation.

2.2 The Trust recognises the need for its employees to express their interest in relation to conditions of employment and that it is to the mutual benefit of the Trust and its employees that, where appropriate, the Unions should play an active part in representing them to achieve the highest level of improvements possible.

2.3 The Unions recognise management's responsibility to plan, organise and manage the activities of the Trust according to the objectives set by the Trust.

- 2.4 Both the Trust and the Unions accept the need for joint consultation and collective bargaining in securing their objectives, and the important role of both management and the recognised Unions in these processes. They acknowledge the value of up to date and regular information on important changes which affect employees and the need to take account of their views.

### **3.0 Scope of Agreement**

- 3.1 The Trust will not recognise any Unions other than those identified in paragraph 1.2. Consultations and negotiations will be through the arrangements identified in paragraph 7.

- 3.2 The agreement covers three areas:

3.2.1 **NEGOTIATION** - for the purposes of reaching agreement and avoiding disputes. E.g. Pay, Terms and Conditions, Facilities for Trade Union Officials

3.2.2 **CONSULTATION** - the exchange of views based on the general principle that consultation involves an opportunity to influence decisions and their application, not simply the passage of information.

3.2.3 **INFORMATION** - keeping each side fully informed of all relevant matters either individually or collectively, as appropriate, with all necessary information for the conduct of a meaningful relationship.

- 3.3 The parties to this agreement are committed to promoting Equal Opportunities in line with the Trusts Equal Opportunities Policy and the Equality Act 2010 which covers Age, Disability, Gender re-assignment, Marriage and civil partnership, Pregnancy and maternity, Race, Religion or belief, Sex or Sexual Orientation.

### **4.0 Function of Agreement**

- 4.1 To bring together management and staff in consultation on matters which are of mutual concern in developing and maintaining, in the best interests of patients and clients, effective services.

- 4.2 To provide a regular forum for communication, discussion and consultation on matters relevant to the above objectives, and also on issues concerned with workplace relations, working and other arrangements and terms and conditions of employment.

- 4.3 To give staff a wider interest, knowledge and greater responsibility in these matters. Also to ensure the smooth operation and speedy implementation of agreements made, provided that no further agreement is required at another level.

- 4.4 To develop negotiated employment policies and procedures as required by legislation, local agreements and to create a supportive and effective working environment.

## **5.0 Representatives, Facilities and Training**

- 5.1 The Trust recognises the right of The Union's members to elect from their numbers, representatives and officials to act on their behalf and that the function of the representatives and officials are important duties in addition to their duties as employees of the Trust.

- 5.2 The election and duties of representatives and officials shall be determined by the Unions who will notify the Trust of their representatives and the constituency they represent. The Unions will also notify the Trust of any changes to these and provide a new list annually.

- 5.3 The facilities afforded under the Trust Time-off for Trade unions duties and activities policy to any representative or official shall be withdrawn in the event that:

- a) He or she resigns the Union appointment for which the facilities had been granted

**Or**

- b) The Unions notify the Trust in writing that the person has ceased to be a representative or official of the Union.

- c) He or she ceases to be employed by the Trust.

- 5.4 Protected time and the provision of facilities will be provided in accordance with the Trust policy on Time-off for Trade Union duties and activities outlined in Appendix A.

- 5.5 It is the responsibility of the unions to ensure that their representatives are appropriately briefed and trained in their duties, the rules and practices of their Unions and the appropriate agreements and procedures and the practice of employee relations generally.

- 5.6 Responsibility for fees and expenses for training of representatives rests with the Unions.

## **6.0 Consultation and Collective Bargaining Arrangements**

### **6.1 General Principles**

- 6.1.1 There shall be a Joint Staff Committee which along with its Sub Committees will consider only those matters for which the Trust is responsible, and other relevant matters pertaining to pay and conditions, brought about by legislation. It is recognised that the negotiating and consultation of terms and conditions of service, policies and procedures, and working arrangements, including the application of national terms and conditions of

service, in regard to medical staff in the Trust, will be conducted separately through the Joint Local Negotiating Committee (JLNC).

6.1.2 The existence of the Joint Staff Committee and its Sub-Committees does not limit the right of a recognised union to raise matters directly with Management (or Vice Versa) on issues concerning the organisations individual members or a group of members.

6.1.3 The Joint Staff Committee and its Sub-Committee will not consider matters which are properly dealt with by an agreed procedure, e.g. Disciplinary, Grievance, Disputes procedures. However where general issues regarding the effectiveness of a particular policy arise then these will be discussed within this forum.

6.2 The group responsible for consultation and collective bargaining arrangements shall be known as the East London NHS Foundation Trust Joint Staff Committee (JSC).

6.3 The Joint Staff Committee (JSC) will be a forum for:

- Consultation about all significant proposals and decisions which are likely to affect the well-being of employees of the Trust.
- The exchange of information on all relevant matters.
- The agreement for joint procedural arrangements regulating relationships and the conduct of business between the Trust and the Unions.
- The ratification of agreements made by the negotiating Sub-Committee and the noting of agreements made by the Occupational Sub-Committees as appropriate.
- Ensuring the speedy implementation of agreement made.
- Negotiation through the committee or one of its negotiating sub committees.

#### **6.4 Constitution and Membership of Joint Staff Committee**

6.4.1 The Management Side of the JSC will consist of the Chief Executive, Deputy CEO, Director of People and Culture, Associate Director of People and Culture, Director of Finance and Director of Nursing.

6.4.2 The Staff side of the JSC will consist of representatives from each of the Union's recognised. Additional representatives may be agreed by Staff side up to a maximum of 15 representatives. This arrangement will be reviewed after one year of operation.

6.4.3 At least two persons from the Management side and four from the Staff side are required present for the JSC to conduct any business.

6.4.4 In the event of any member of the Committee being unable to attend any meeting of the Committee, the body represented by such member shall be entitled to appoint another representative to attend in his or her place with the same rights as if he/she was were a permanent member. If the Deputy CEO attends, the CEO does not need to send a deputy to the meeting.

6.4.5 It shall be available for the Committee, by mutual agreement through Management and Staff Side secretaries, to allow any individuals with a special interest in a particular matter to attend a JSC meeting. Agreement shall not be unreasonably refused. Such persons will act in a consultative capacity and will not be regarded as members of the Committee.

## **6.5 Chairing and Secretarial Arrangements for the Joint Staff Committee**

6.5.1 The independent chair shall be a Non-Executive Board Member for the Management side and the Vice chair shall be appointed annually from the Staff side. The Vice chair will chair the JSC in the absence of the chair.

6.5.2 Each side shall appoint its own Secretary and they will be the Joint Secretaries. The Staff side Secretary shall be appointed annually from amongst its representatives. The two secretaries will be jointly responsible for the preparation of agenda and minutes. The JSC shall be administratively serviced by Management side. The secretary of the JSC will be the Director of People and Culture or their nominee.

## **6.6 Conduct of Business and Administration**

6.6.1 The Joint Staff Committee will meet every two months to discuss an agenda prepared jointly by the Secretary of the Staff side and Management side. The Secretary of the Joint Staff Committee will be responsible for arranging meeting dates, venues and issuing agenda and minutes for the Joint Staff Committee.

6.6.2 Subject to agreement the joint secretaries and chair may call special meetings as and when the circumstances arise (see paragraph 6.8).

6.6.3 There shall be a sub JSC working group which shall be held as often as may be necessary to undertake detailed work on behalf of the JSC. Membership shall be determined by the respective sides and may vary according to the subject matter under consideration.

6.6.4 Items for inclusion in the JSC agenda shall be notified to the Management or Staff Side Secretary at least 14 days prior to the meeting.

6.6.5 The Joint Secretaries will agree the JSC agenda for each meeting and in normal circumstances the agenda and minutes of the previous meeting will be circulated to members of the committee **10 days** prior to the meeting, by the Management Side Secretary. This is with the exception of policies which are agreed 6 days prior.

6.6.6 **Any urgent business** will be a regular item on the JSC agenda.

6.6.7 The minutes of the Joint Staff Committee shall be circulated to members of the Trust Board and all agenda and minutes will be widely circulated to notice boards throughout the organisation.

## **6.7 Negotiating Arrangements**

6.7.1 The Joint Staff Committee will establish such Negotiating SubCommittee arrangements as it sees fit to deal with detailed negotiation on its behalf. Terms of reference for any such Negotiating SubCommittee shall be agreed as and when necessary by the Joint Staff Committee.

6.7.2 The Negotiating Sub-Committee will consist of up to five representatives of the Unions drawn from the Staff Side of the Joint Staff Committee, together with up to the same number of management representatives.

6.7.3 Administrative arrangements for meetings of the Negotiating SubCommittee will be agreed between the Joint Secretaries.

6.7.4 Information will be disclosed for collective bargaining purposes in line with current employment legislation and best practice.

6.7.5 Decisions of the Negotiating Sub-Committee will be by agreement between the parties. Policy agreements made by the Sub-Committee are subject to approval by the full JSC.

6.7.6 Where appropriate, occupational Sub-Committees may be set up to deal with matters relating exclusively to particular occupational groups and whose written remit will be agreed by the full JSC. If an agreement is reached at a single Occupational Sub Committee this will be formally noted and recorded by the full JSC.

## **6.8 Emergency Meetings**

6.8.1 Subject to agreement the Staff Side Secretary and the Director of People and Culture and Chair may call an emergency meeting. The meeting should be organised as quickly as possible as but no later than 10 days from receipt of the request. In order to be quorate, the Chair, 4 staff side reps and 2 members of management side should attend. Deputies can attend on behalf of the Chair and committee members. Special meetings should only be called if it is deemed urgent by staff side or management. The issue has to have a significant impact on staff and needs to be discussed as soon as possible.

## **6.9 JSC Policy Sub Committee**

The Purpose of the Joint Staff Committee Policy Sub Committee (JSC-PSC) is to make sure that amended and proposed drafts of new policy documents are acceptable to all parties before they are put before the JSC.

The JSC Policy Sub Committee will be made up of the People and Culture Director or their appointed representative, Associate Director of People and Culture, People Business Partners, the Staff side Chair and Secretary and up to 3 other members nominated by Staff Side.

The Policy Sub Committee will meet once a month, excluding August and December and requires at least 1 member from the People and Culture Directorate and 2 members from Staff side to be present in order to conduct business.

## **PROCESS**

Prior to policy consultation the author or reviewer should seek input from People and Culture, Staff side and Directors, as appropriate.

The author/reviewer should then circulate the policy to the members of the full JSC for a 10 day consultation period.

All members of the JSC-PSC submit comments to the author/reviewer during the Consultation period. Staff side secretary should discuss with all stewards and forward all comments to the author/reviewer.

The author/reviewer takes into account the comments and circulates the draft to the JSC-PSC 5 working days before the meeting. All changes will be identified via track changes.

Author/reviewer presents the policy at the meeting and the JSC-PSC will either approve the policy or suggest further amendments prior to approval.

Policy is circulated with the JSC papers for ratification.

Ratified policy is published on intranet and rolled out.

\*If further amendments are made to the policy at the JSC-PSC meeting then it is usual practice for this to be considered accepted pending the changes and recirculated to the JSC-PSC sub-group with the changes and does not need to return to a further meeting for approval.

## **Exceptions**

The JSC Policy Sub Committee will ratify the following policies without going to the JSC in the following circumstances:

- ❖ As a result of regulation or legislation changes which has no impact on the working practices, procedures, terms and conditions of employment or benefits.
- ❖ Trust wide HR Policies which have been merged with new or acquired Directorates, which results in minor changes and have no impact on the terms and conditions, procedures or working practices.

- ❖ Minor changes to policy or practice that do not constitute a full review. In such cases the amended policy will just be circulated to JSC-SPC prior to implementation

However, if a member of the JSC-SPC recommends that the policy is brought to the JSC for approval, they should inform the Staff Side Chair and the Director of People and Culture of the reason.

### **Roll out Program for Policies**

It is important that all Trade Union representatives, Managers and staff are aware of the changes and apply the new policy to employment practices correctly and consistently.

These policies need to be promoted within the Trust in a structured roll out programme, which is the responsibility of each author. It is therefore suggested that the following are in place for each policy, with additional activities planned for policies where there have been significant changes.



## Generic Roll-Out Plan:

	Action	Timescale/Deadline
1	Submit agreed policy to the communications department for publication on the intranet.	Upon approval at JSC
2	If there are significant changes - finalise a brief article in Trust Talk or to be circulated locally to staff that outlines the main changes to the policy and highlights when the policy comes into effect and where it can be located. Remind managers to delete the old policies. Submit this to the Communications department	Next issue after publication
3	The Staff Side Secretary will ensure that all their members are aware of the policy	Within 1 month of the policy being ratified
4	The People and Culture Directorate will discuss policy changes at the regular HR leadership meetings. People Business Partners will incorporate changes to policy when providing advice to staff and will incorporate into HR surgeries provided locally.	

## 6.9 Local Joint Staff Committee

6.9.1 The Local JSC is in place to ensure there is effective communication with all relevant trade union and the directorate structures about issues affecting the directorate. It also serves to provide a means of consultation on local issues whilst developing ideas & actions for the directorate.

6.9.2 The Local JSC (LJSC) reports to the main JSC.

6.9.3 The membership of the Local JSC should be comprised of the Borough/Directorate Director, Staff Side Chair, Representatives from recognised Trade Unions and Professional Associations, People and Culture Representative and Operational Managers.

Other individuals may attend the LJSC meetings as appropriate to the themed agenda including representatives from the Borough/Directorate, JSC and other departments within the Trust.

At least two members of management, two representatives from a recognised trade union and a representative from the People and Culture department must be present for the committee.

6.9.4 The LJSC will meet on a bi-monthly basis or more often as the group decides is necessary. Minutes and action points from the meeting will be recorded and made available to all staff via the Trust Intranet, shared server or notice boards where available.

## **7.0 Interpretation, Variation and Termination**

- 7.1 Any disputes as to the interpretation of this Agreement shall be referred to the JSC Joint Secretaries and/or Director of People and Culture. In the event of a failure to agree, the matter will be progressed via the Trusts Disputes Procedure. (See Appendix B)
- 7.2 Both sides will jointly review the collective performance and effectiveness of the JSC at appropriate intervals.
- 7.3 There shall be no variation to this agreement except by joint agreement after negotiation at the JSC meeting.
- 7.4 The Trust and the Union accept that the terms of this agreement are binding in honour upon them but do not constitute a legally enforceable agreement.
- 7.5 The Agreement may be terminated by either side giving six months' notice of termination in writing to the other side.

## **8.0 Equality Impact Assessment**

- 8.1 The Equality Impact Assessment demonstrates that if this policy was applied consistently it would not disproportionately affect any of the Groups with the personal characteristics covered in the Equality Act 2010. (Age, Gender, religion and belief, marriage and civil partnership, race, gender re-assignment, sexual orientation, religion and belief, pregnancy and maternity).

## **APPENDIX A**

### **POLICY ON PROTECTED TIME FOR TRADE UNION DUTIES & ACTIVITIES**

#### **1.0 General Introduction**

East London NHS Foundation Trust (hereinafter referred to as “The Trust”) acknowledges the right and encourages all of its employees to join a Trade Union/Staff Organisation which has been recognised for the purposes of consultation and negotiation.

It is important that unions, professional organisations and managers all have a consistent approach to protected time issues and this document is an attempt to clarify the procedures under which protected time can be granted.

The Trust will permit employees, who are accredited representatives of an independent trade union or professional organisation which the Trust recognises, to take reasonable and paid protected time to carry out trade union duties and undergo relevant training; however there is no obligation to pay them for this time. Protected time for recognised representatives will not be unreasonably withheld but will be subject to the needs of the service. The arrangements for covering the work of staff side representatives will be the same as cover for annual leave/sickness or any other authorised absence.

#### **2.0 Recognition of Accredited Representatives (Shop Stewards)**

There is a legal responsibility on trade unions to notify the Trust’s People and Culture Department of all elected representatives, and to ensure that all changes are notified immediately (TULR(C)A). The People and Culture Department will keep a central list of all representatives as well as all Branch or Staff side Officers and will notify managers accordingly.

A Regional/Branch Officer of the relevant union who wants to request that an individual be formally accredited with the Trust as a representative must inform the Director of People and Culture in writing, stating the name of the individual, period of office, the role, the work group represented and the location. The People and Culture Department will confirm the accreditation to all parties in writing.

#### **3.0 Time off For Accredited Representatives / Functions of Union Representatives**

It is important for managers and trade unions to ensure that there are clear arrangements for requesting protected time with sufficient notice, in order to facilitate good planning and avoid any misunderstandings. An accredited representative is permitted to take reasonable paid time off during working hours for the purposes described in below, subject to the conditions outlined in the next section.

##### **a) Duties connected with industrial relations**

Time off will be given for industrial relations duties falling within the definition under s. 168 (1) TULR(C) A, including:

- Preparing for and representing members of the union concerned who are employed by the Trust at grievance, disciplinary and other relevant hearings including Employment Tribunals in accordance with agreed policies and procedures.
- Investigating any complaint or difficulty raised by member(s) arising from employment with the Trust.
- Taking part in the consultative and negotiation processes agreed with the Trust.
- Contact as and when necessary with Full Time Officers of the union.
- Informing members of the union about the outcome of negotiations and consultation with management.
- Explanation to new employees who they will represent of the role of the union in the workplace.
- Attending annual conferences or relevant parts subject to a maximum number of delegates agreed by management from trade unions in the Trust being away simultaneously.
- Conducting workplace ballots in accordance with the relevant legislation.
- The organisation of the branch, where the duties relate to ELFT and the Trust's staff only
- ELFT recruitment and promotional activities
- Training and development activities relevant to the individual's role within the union.

It is expected that union representatives will normally be responsible for representing the union members in their own workplace, which forms the "union shop". The Trust would therefore normally give permission for one representative to attend meetings and to represent their members, where the issue is a local one. In the case of Branch officers, it is recognised that their role is to represent members of the Branch as a whole. It is also recognised that certain meetings e.g. JSC, negotiating meetings, require a wider attendance of representatives.

Occasionally, because of the way Branches of Professional organisations are constituted, a Branch will cover more than one Trust. In such cases, union representatives will be granted paid protected time in accordance with this procedure for work associated with the Trust's trade union members only. Requests for unpaid time off, flexibility over rotas etc. in order for the representation to cover their duties outside of the Trust will be considered at the discretion of the line manager.

## **b) Training**

It is to the advantage of both management and staff that accredited representatives should attend relevant training courses in addition to the practical experience obtained from holding office to assist them in the proper discharge of their duties.

## **4.0 Conditions for Agreeing Protected Time off and Responsibilities of Branch Officers and Accredited Representatives**

### **a) General**

In making a decision about granting reasonable protected time, an employer can assess the following, which are contained in the ACAS Code of Practice:

- How much protected time has previously been taken, when and how often.
- How much protected time is now being requested.
- The purpose for which time off is now requested.
- What conditions can reasonably be attached to the approval of the request if it is now granted.
- The size and type of the organisation and its workforce.
- The extent of union representation within it.
- The number of trade union representatives.
- Whether any conditions relating to previous time off have been observed satisfactorily.
- Whether agreeing to the request at this time will create unacceptable problems in terms of the provision of services.
- How many employees are currently absent, and how many unfilled vacancies exist.
- If cover is needed, is it available?
- The need to maintain safe levels of staffing.

## **b) Trust conditions**

The Trust will issue guidance to managers, in discussion with Trade Unions to ensure the smooth implementation of arrangements for time off. The Trust is committed to ensuring that time off will not be unreasonably refused, subject to the needs of the service. In circumstances when time off is refused, the employee's manager must fill out a Record of Refusal of Request Form found to the end of this appendix.

The Trust recognises that Trade Union Branch Officers may require facility time for any administration and organisation activities related to their ELFT roles. The Trust, represented by the Director of People and Culture, will consider facility time requests for any Officers following a written submission and consultation with the Officer's line manager. Any agreements put in place will be reviewed on an annual basis.

## **5.0 Responsibilities of Representatives**

The responsibilities of representatives are as follows:

- The representative agrees to abide by existing and future agreements between management and unions and will take the necessary steps to uphold these agreements.
- Representatives should carry out their duties in accordance with the usual courtesies expected of all employees.
- In all respects other than those outlined in the section above (functions of representatives) the representative will conform to the same working conditions as other employees.

## **6.0 Facilities for Accredited Representatives**

- 6.1 A reasonable office will be provided for trade union use, together with a desk, chairs, filing cabinet, pc and any other facilities as agreed. The trade unions should ensure that the office is properly used.

- 6.2 Reasonable accommodation for meetings will be provided, subject to the needs of the service.
- 6.3 A telephone will be provided in the relevant office accommodation. Accredited representatives are granted reasonable use of Trust telephones for carrying out their trade union duties.
- 6.4 Trade unions will be allowed to use the Trust's internal post and email system for legitimate union business.
- 6.5 Representatives may have reasonable use of Trust photocopying facilities for carrying out their union duties. This usage will be monitored.
- 6.6 Representatives will have access to all documents relating to terms and conditions of service including Agenda for Change, local agreements and other relevant materials which set out issues relating to the staff they represent, with the agreement of People and Culture. Copies of core Trust policies and procedures will be given to all accredited representatives by the People and Culture Department.
- 6.7 Notice boards for the use of trade unions will be provided at each site within the Trust. No notices may be exhibited elsewhere on Trust premises without the previous consent of management.
- 6.8 The Trust will deduct union contributions through the Payroll system in accordance with the relevant legislation.
- 6.9 Travel costs incurred due to travel to off base Trust related meetings will be paid in accordance with the Trust expenses policy.

## **7.0 Protected Time for Trade Union Members**

Managers should encourage participation by union members at branch meetings, in discussions, elections etc., but all time off must be agreed in each individual case. Trade union members are allowed in law to take time off during working hours to participate in union activities, although there is no requirement that they are paid for this. Time off is granted subject to the needs of the service and will generally be paid, but time off without pay may be considered appropriate in certain circumstances. Where a member of a union requires time off to attend meetings, s/he should be given seven days' notice for branch meetings, and in all other cases, at least three days' notice, to their line manager of the date, time, duration and location of the meeting. Any activities which are in furtherance or a constitute industrial action are excluded.

## **8.0 Protected Time for Branch Secretaries**

For Trade Unions/Professional Organisations that are organised using employer based branches the Branch Secretary will be allowed at least 1 day per week dedicated time. Greater dedicated time may be agreed directly with the Branch Secretary's line manager based on Union activity and service needs. The cost of providing cover for this time will be met by the Trust which will ensure that individual services are not unduly disadvantaged.

## **9.0 Staff side Chair and Staff side Secretary Protected Time Provisions**

In addition to the points detailed in section 7.0 above, the Staff side Chair will be allowed one day per week dedicated time off for Trade Union activities and duties associated with his or her role. The Staff side Secretary will also be allowed one day per week for the same purposes.

The cost of providing cover for this time will be met by the Trust which will ensure that individual services are not unduly disadvantaged.

## **10.0 Health and Safety Representatives**

Under the Health and Safety at Work Act 1974, Health and Safety representatives appointed by recognised trade unions have the right to paid time off in work time to carry out the following duties:

- To represent employees in consultations with the employer, including attendance at local Health and Safety Committees.
- To investigate potential hazards, dangerous occurrences in the workplace, and the cause of accidents.
- To investigate complaints by employees who s/he represents about their health, safety or welfare at work, and to make representations to the employer on matters arising out of these complaints or from the paragraph above.
- To make representations to the employer on general matters affecting the health, safety and welfare of employees.
- To carry out inspections as specified below.
- To represent relevant employees at consultation meetings with the Health and Safety Executive.
- To receive information from an inspector about the safety of the premises and action which has or is proposed to be taken?
- Safety representatives are entitled to take such protected time with pay during working hours as is necessary for undertaking the above functions, and for a reasonable level of training. The usual arrangements should apply in terms of requesting time off and this being subject to the needs of the service.
- All other provisions relating to protected time, notice, notifying officers etc., is as described in the sections above for time off for trade union representatives.
- Safety representatives are entitled to inspect the workplace or part of it, if they have given the employer reasonable notice in writing and they have not inspected the whole or part of it in the previous three months, unless there has been a substantial change in working conditions or new HSE guidance has been published on hazards at work, or if

there has been an accident, disease, or a dangerous occurrence. In these cases, where reasonably practicable, the safety representative must notify the employer of the intention to make an inspection, at which the employer has the right to be present.

### **11.0 Grievances Arising From the Operation of This Policy**

Both management and the trade unions have a shared responsibility to observe the arrangements set out in this policy, and to resolve all problems about its implementation informally where possible.

If a disagreement arises about the overall working of the policy, this should be raised by the Chair of the Staff Side with the Director of People and Culture.

If a disagreement arises about a specific working of the policy, such as refusal of time off to attend a meeting, this should normally be raised in the first instance either with the line manager or the Departmental Head/Ward Manager/Charge Nurse. If the matter is still unresolved, the representative should discuss the problem with the Director of People and Culture.

If the matter remains unresolved at the informal stage, the representative may invoke the grievance procedure.

### **12.0 Trade Union Facility Time Publication**

Under the Trade Union (Facility Time Publication Requirements) Regulations 2017 all public sector organisations that employ over 49 full time employees are required to publish certain data relating to facility time usage within their annual reports, on their organisation website and also through the Cabinet Office reporting service. All accredited trade union representatives will self-report facilities time usage to the Trust on an annual basis.

### **13.0 Policy Review**

This policy should be reviewed with Staff side in the light of experience, national agreements and local conditions. Any subsequent amendments should be agreed jointly with the Trade Unions/professional organisations. It will be the responsibility of the Director of People and Culture to assess progress and to ensure liaison between management and staff in order to determine amendments as and when they become desirable.



**RECORD OF REFUSAL OF REQUEST**  
**FOR PROTECTED TIME FOR TRADE UNION DUTIES, ACTIVITIES AND TRAINING**

*To be completed by the manager who has refused authorisation of the time off*

1. Name of representative .....
2. Job title and dept. ....
3. Trade Union/Professional Organisation .....
4. Union post held .....
5. General nature of TU duties for which time off is required (please tick box)

- |  |  |
|--|--|
| <input type="checkbox"/> JSC                         | <input type="checkbox"/> Health & Safety meeting |
| <input type="checkbox"/> Representation              | <input type="checkbox"/> training & development  |
| <input type="checkbox"/> Conference                  | <input type="checkbox"/> Recruitment             |
| <input type="checkbox"/> Other (please specify)..... |  |

6. Date of duties .....
7. Time & anticipated duration .....
8. Venue .....
9. Reasons for refusal .....
10. Any other comments from manager .....
11. Manager/Supervisor Signature .....
- Date .....
12. Representative signature.....

**Manager: please send a copy of this form to the Director of People and Culture, Trust Headquarters 8 Alie Street, London.**

## **Appendix C DISPUTES PROCEDURE**

### **1.0 Introduction**

- 1.1 The purpose of the disputes procedure is to facilitate the resolution of disputes between the Trust and its recognised Trade Unions/Professional Associations in accordance with the principles of the Trust's Recognition Agreement.
- 1.2 The Trusts Grievance Procedure outlines how collective disputes are addressed.
- 1.3 The Trust recognises the need to settle any differences which may arise as quickly and as fairly as possible. Every effort will therefore be made by Management and the Trade Unions to resolve the matter as close to its source as possible.
- 1.4 Where this is not possible, whatever practice or agreement existed prior to the difference will continue in place until steps (a) and (b) of the procedure detailed in paragraph 3.2 are exhausted. Both sides recognise the collective responsibility to maintain the services to Trust patients/clients.

### **2. Scope of the Procedure**

The procedure will only apply to a dispute raised by a recognised Trade Union or Professional Organisation representing a group of its members employed by the Trust arising as a result of a management action or decision (or lack of decision). It includes all issues covering working practices including breaches in the application of Trust Policy. It excludes issues covered by separate procedures, such as:

- Disciplinary matters.
- Individual grievances.
- Issues of strategic policy decided by the Trust that do not have an operational impact on staff.

### **3. Procedure**

- 3.1. If for some reason the matter is not resolved by the first level of management, the formal stages of the procedures will be as follows:

- 3.2. **(a) First Stage**

The dispute will first be registered in writing with the Director of People and Culture who will set up a special meeting to consider the issue, within 10 working days of receipt of the letter. The dispute will first be registered in writing with the Director of People and Culture who will set up a special meeting to consider the issue, within 10 working days of receipt of the letter. This should consist of the following representatives from the management side Director of People and Culture (Chair),

Associate Director of People and Culture and a maximum of 2 Board Directors and depending on the nature of the dispute a Service Director will attend. The Trade Union should consist of no more than two representatives from each Trade Union who lodged the dispute. Observers can attend at the discretion of the Chair of the meeting.

**(b) Second Stage**

If the matter remains unresolved, within 15 working days of the first stage dispute meeting the concerned Trade Union may refer the matter to the Chief Executive who will organise a hearing before three Trust Board Members (not including any Director involved in an earlier stage), a decision will be made and a formal response given. A meeting should take place within 15 working days of the date that the letter was received by the Chief Executive. All relevant papers by both parties should be exchanged 5 working days before the meeting or at an alternative date agreed by both parties.

**(c) Third Stage**

Disputes which are not resolved internally by the above procedure may, by agreement between the parties, and then the Trade Union will need to write to the Chief Executive 15 working days after the second stage meeting. With the agreement of both parties the dispute can be referred to ACAS or other independent bodies for conciliation, mediation or arbitration.

The process for hearing a dispute is contained in Annex I overleaf.

**4. Termination**

This agreement shall not be terminated until 6 months' notice of such intention has been given by either party to the other. The agreement may be amended by mutual agreement through the Joint Staff Committee.

## **East London NHS Foundation Trust Procedure for Hearing a Dispute**

At the Hearing concerning a Dispute, the following procedure shall be observed.

- a) Staff side shall state their case in the presence of the management representatives.
- b) The Management representative shall have the opportunity to ask questions of the staff side.
- c) The hearing panel has the opportunity to ask staff side questions..
- d) The Management representative shall state their case in the presence of the Trade Unions.
- e) Staff side will have the opportunity to make supplementary comments and ask additional questions.
- f) The hearing panel has the opportunity to ask staff side questions to the management side.
- g) At any stage in the process either side can suggest a compromise.
- h) The hearing will be adjourned, and the Panel will be allowed to discuss the matters raised and reach a decision.
- i) If the panel are unable to make a decision at the meeting they need to take 5 working days to reconvene the meeting or have an adjournment. The meeting should be reconvened within 10 working days or the timescales agreed at the meeting.