

Policy Document Control Page

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Originator

Originated By: Kirsty Hood

Designation: Senior HRBP and Employee Relations Advisor

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Designation: Director of Workforce and Organisational Development

This policy is to be disseminated to all relevant staff.

This policy must be posted on the Intranet.

Date Posted: 10th July 2017

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Partnership Working Policy

1. Introduction

- 1.1 The Trust recognises the importance of joint working and the need to develop a constructive relationship with trade unions and other staff organisations on all matters affecting the Trust and its workforce (A 'Staff Organisation' is defined as any trade union or professional organisation recognised nationally for negotiating purposes and having members employed by the Trust). Therefore, the partners to this Agreement outlined in this policy agree to work together to promote effective partnership working in shaping the delivery of health care services provided by the Trust and also on all issues affecting the workforce. The partners are jointly committed to the processes contained herein to allow constructive, honest and open debate on all such issues and the opportunities provided to resolve them. The Trust is working within a constant changing environment requiring a balance between consideration of DoH guidelines and Monitor recommendations, whilst ensuring that service excellence the improving the patient experience is at the heart of our service delivery.
- 1.2 The Trust acknowledges that staff organisations need the active participation of members ('Members' are defined as any employee of the Trust who is a member of a Trade Union/Staff Organisation) of their activities in order to operate effectively and democratically.
- 1.3 This Partnership Agreement provides a clear framework within which all parties can conduct themselves during business processes.

2. Purpose

- 2.1 This policy provides the Trust's vision and scope for partnership working with our colleagues, together with definitions of partnerships. The policy seeks to ensure, in the context of the partnership, that:
- All stakeholders and their representatives, are clear about its purpose and expected outcomes
 - The strategic objectives and priorities are being met
 - Best use is made of resources
 - There is clarity and accountability for outcomes
 - Partnership involvement, activity and outcomes are monitored and reviewed
 - Risks for the Trust, and for the Partnership, are agreed and regularly assessed
 - The Partnership maintains its agreed purpose over time
 - The Partnership is empowered, and its legal status understood
 - The principles of diversity and equality as outlined in the Diversity Policies of all the partners are reflected within its work.

- Staff involvement will take place across the whole organisation regardless of whether they belong to a Trade Union.

3. The Partners

3.1 This Partnership Agreement is between Pennine Care NHS Foundation Trust and the following organisations recognised nationally within the NHS (hereinafter known as the Staff Organisations).

- UNISON
- General and Municipal (GMB)
- Royal College of Nursing (RCN)
- Royal College of Midwives (RCM)
- UNITE
- Society of Chiropodists and Podiatrists (SOC&P)
- Chartered Society of Physiotherapy (CSP)
- British Medical Association (BMA)
- British Dental Association (BDA)
- British Orthoptic Society (BOS)
- Managers in Partnership (MIP)
- British Dietetic Association (BDA)
- Union of Construction, Allied Trades and Technicians (UCAT)

3.2 Accredited Representatives of these recognised Trade Unions/Staff Organisations must be employees of the Trust for the purposes of consultation and negotiation arrangements.

3.3 Any other Trade Union/Staff Organisation that is nationally recognised in the NHS Staff Council can, following agreement with the Partnership Officers, be involved in matters affecting their member(s).

4. Responsibilities of the Partners

4.1 Pennine Care will ensure that:

- a) All levels of Management are familiar with agreements and arrangements relating to partnership working / staff involvement.
- b) Staff are encouraged and supported to constructively challenge and question systems of work.
- c) Accredited Staff Representatives have access to all relevant information.
- d) The systems and processes for staff involvement at both corporate and functional levels will be supportive of, and supplementary to the consultation procedures in place.
- e) Staff have the opportunity to express their opinions and be actively involved in issues affecting them through both informal and formal mechanisms
- f) Appropriate levels of management will be available to make decisions
- g) Managers grant staff and their representatives reasonable protected time away from their place of work to enable them to attend and contribute to the staff involvement process, including the training and development of

representatives. To achieve this, managers will ensure employees are treated fairly for their union/profession involvement and careers are not prejudiced.

4.2 The Recognised Staff Organisations will ensure that:

- a) Their representatives are elected, accredited and recognised in accordance with union/professional organisation constitutions. This will include, Health and Safety Representatives and other such accredited Representatives, informing the Trust of all newly appointed representatives
- b) Trade Unions will reflect the views of their members
- c) Reasonable notice of Time Off requirements is provided.
- d) Appropriate training is provided for its representatives and members, either separately or jointly on partnership working.
- e) Their representatives are familiar with partnership working and the Terms of this Agreement.

4.3 Shared Responsibilities

- (a) At all times Management, staff and Accredited Staff representatives will adhere to the principles of the Partnership Agreement.
- (b) A constructive and professional approach is adopted taking account of the values of the Trust.
- (c) The time and resources provided by the Trust are used in an appropriate and const effective way.
- (d) A constructive and professional approach is adopted taking account of the values of the Trust.
- (e) Managers must recognise the importance of this, ensure that representatives are treated fairly and their careers are not prejudiced through such involvement.
- (f) Trade Unions/Staff Organisations will ensure that time and resources provided for partnership working are use appropriately.
- (g) All Agreements, entered into, are binding.

4.4 Continued Recognition

- 4.4.1 Continued recognition with the Partnership is subject to each staff organisation being recognised nationally within the NHS and the organisation having relevant membership with the Trust.

4.5 Arrangements with the Agreement

- 4.5.1 The Partnership Agreement clearly sets out the arrangements by which the Trust will consult and negotiate with the recognised Staff Organisations and describes the facilities that will be granted to allow their legitimate duties and activities to be undertaken. These arrangements are contained in the following sections of this document.

- Section 8.1 and 8.2 - Negotiation and Consultation
- Section 10.1 – Facilities
- Section 10.5 – Partnership Officers

4.6 Variations to the Partnership Agreement

4.6.1 Variations to this Partnership Agreement shall only be made after consultation between the Trust and the Recognised Staff Organisations.

4.7 Resolving Concerns with the Partnership Working Agreement

4.7.1 This Partnership Working Agreement outlines a mutual commitment to maintaining a healthy working relationship, where concerns with the Partnership Working Agreements implementation arises the following options are available to resolve these concerns:

4.7.1.1 Holding a formal Partnership Working Agreement meeting with representatives of staff side and management side present to discuss the concerns and explore workable and mutually agreed resolution and commitment.

4.7.1.2 The involvement of ACAS to support the Partnership Working Agreement to facilitate discussions between the representatives of staff side and management side to discuss the concerns and explore workable and mutually agreed resolution and commitment.

4.7.2 In the event of no agreement being reached to resolve a concern with the Partnership Working Agreement or its implementation, the Partnership Working Agreement could be subject to termination after three months notice being given in writing by either the Trust or the Recognised Trade Unions/Staff Organisations.

5. Shared Values, Ground Rules and Behaviours

5.1 Values

5.1.1 All parties agree that full commitment to Partnership working is underpinned by the following:-

- Striving to provide all staff with well-designed and rewarding jobs
- Striving to provide all staff with personal development. Access to appropriate training for their jobs, and line management support to succeed.
- Striving to provide support and opportunities for staff to keep themselves health and safe
- Striving to engage staff in decisions that affect them and the services they provide, individually and through representatives.
- Ensuring that the development and implementation of non-clinical policies and procedures, that affect the workforce, are undertaken in a joint way.
- Staff and managers work together to develop services for services users, and improve working lives for our workforce.
- Ensuring that communication between staff, their representatives and managers in maintained to the highest possible level.

- Relevant and up to date information is communicated to staff, service users and the community,
- Staff representatives will have access to all relevant information to support involvement in decisions that affect staff in their working lives and the delivery of healthcare.

5.2 Ground Rules and Behaviours

5.2.1 Central to the success of the Partnership is the ability to work together and observe the following ground rules:-

- Treat each other at all times with mutual respect, valuing everyone's contribution.
- Challenge inappropriate behaviour
- Prepare for discussions/meetings with timely and effective distribution of papers
- Communication is two-way – ensure no surprises and encourage openness and honesty.
- Unless prior agreement is reached with the Chair people should not be leaving a meeting early and all mobiles and telephone bleeps should be turned off.
- Offer constructive challenge and positive alternatives where possible.
- Preparation for meetings should be undertaken by all.
- Ensure interaction, participation and involvement of all staff groups.
- All parties are committed to a working relationship that focuses on the quality of working life.
- Avoid jargon without explanation.

6. Recognition

6.1 This agreement is between Pennine Care, the Staff Organisations and Joint Trade Unions with members employed by the Trust. These Unions are listed in Paragraph 3. The list of unions may be amended by agreement.

6.2 Formal meetings between the Trust representatives and representatives from the listed Staff Organisations are established to cover all NHS terms and conditions of service, , the constitution of which will form part of the this agreement. The following formal meetings are recognised for this purpose:

The Joint Negotiation and Consultation Committee (JNCC) is a formal partnership meeting which works towards supporting and progressing discussions between the Trust and the recognised unions via their staff representatives in relation to Agenda for Change Terms and Conditions and the NHS Terms and Conditions of service affecting all employees. Membership of the JNCC includes a representative from the Joint Local Negotiating Committee (JLNC).

The JLNC is a formal partnership meeting that supports and progresses discussions with the recognised unions covering the Medical and Dental Terms and Conditions of service. JLNC links in with JNCC to cover those

NHS terms and conditions of service affecting all staff.

- 6.3 The Trust recognises that it is to the mutual benefit of the Trust and its employees for those employees to be adequately consulted and represented in discussions relating to pay and conditions of service. The Staff organisations will, therefore, be recognised for collective bargaining purposes as set out in this Agreement.
- 6.4 Employees are encouraged to belong to appropriate Staff Organisations, although membership is not a condition of employment. The Trust will operate in accordance with current legislation and the principles contained within the ACAS Code of Practice.
- 6.5 Newly elected or appointed representatives should advise their line manager and the HR Department of their election or appointment immediately. Formal advice of election or appointment will be made by the Trade Union concerned to the HR Department as soon as possible; who will then confirm that advice to the line manager.
- 6.6 Further applications for Trade union recognition should be put in writing for consideration by the JNCC and then referred to the Board of Directors for formal approval in order to ensure accordance with NHS recognition at a national level.
- 6.7 Any disputes as to the interpretation of the Agreement shall be referred to the Joint Secretaries of the JNCC in the first instance. If the matter cannot be resolved by them then it will be referred to the full Committee. When internal resolution methods have been exhausted, the advice of ACAS will be sought.
- 6.8 It is anticipated that there shall be no variation to, or termination of, this Agreement, except through consultation with the JNCC.

7. Constitution

- 7.0.1 The purpose of the Committee will be to provide a regular forum for matters of negotiation and consultation between the representatives of the Trust and representatives of recognised staff organisations.
- 7.0.2 It is important that both sides of the committee are fully representative of those who they represent. There may be occasions when decisions will have to be deferred to allow for consultation with membership or other colleagues and relevant groups.
- 7.0.3 It is not the role of the JNCC to supersede normal lines of communication between individual managers and employees. Employees and their representatives should always raise concerns with their immediate line manager in the first instance.
- 7.0.4 The committee may establish sub committees or working groups to deal with any matters. Non-committee members can be included in sub-groups with the agreement of both sides.

- 7.0.5 The terms of reference should be set by the main committee and any proposal brought back to it for ratification.
- 7.0.6 The Management Side shall normally comprise:-

People and Development Director, Head of HR Business Partnering and Equality, Service Directors. A HR Officer/PA will attend to minute the meeting.
- 7.0.7 If any particular member of the Management Side is unable to attend he/she may send a deputy with delegated authority.
- 7.0.8 All unions recognised by the Trust as having negotiating rights shall form the Staff Side.
- 7.0.9 Each delegate, for this purpose, must be an employee of the Trust. If a delegate is unable to attend a meeting of the Committee the appropriate Staff Organisation may arrange for a full time officer to attend on their behalf.
- 7.0.10 Depending on the agenda, internal or external persons to the organisation, with specialist knowledge or representing a particular area of interest may be invited to attend for nominated parts of the agenda subject to agreement from both sides.

7.1 Chairperson

- 7.1.1 Meetings shall normally be chaired by a Director. The chairperson is responsible to guiding the meeting through the agenda.

7.2 Frequency of Meetings

- 7.2.1 There shall be a minimum of bi-monthly meetings of this Committee (i.e. every two months).

8. Function of the Committee

8.1 Negotiation

- 8.1.1 In matters of negotiation, decisions shall be by agreement of both sides. Normally the minutes of the Committee shall be regarded as a sufficient business record of the meeting, however, where significant agreements are negotiated these shall be signed by a representative of each side.
- 8.1.2 To oversee the implementation of nationally agreed NHS Terms and Conditions of Service within the Trust, ensuring these are correctly and consistently applied.
- 8.1.3 To consider issues determined within the nationally agreed NHS Terms and Conditions of Service as being for local negotiation.

8.1.4 Where both sides agree, to negotiate on any other issue of mutual concern regarding the employment of staff which the Trust has the authority to determine.

8.1.5 The JNCC will cover all employees for negotiation purposes on the Pennine Care Terms and Conditions (including associated policies) with an exception for specific negotiations that need to be covered by the Executive Directors and Non-Executive Directors Terms and Conditions arrangements and the Doctors' and Dentists' Review Body, which are therefore unique to these employees.

8.2 Consultation

8.2.1 Management should consult about any significant decision that is likely to affect the workforce.

8.2.2 Consultation may involve a spectrum of forms from co-production of proposals to detailed discussion on drafted proposals.

8.2.3 It is accepted that the mere passage of information is not consultation. Consultation involves an opportunity to influence decisions and their application.

8.2.4 Where matters of consultation are concerned, the final decision lies with the Management Side, after full discussion with the Staff Side.

8.2.5 Both parties accept and are committed to resolving issues as soon as possible to avoid prolonged consultation without resolution.

8.2.6 Consultation should cover (this list is not exhaustive):-

- Strategic Planning
- New Ways of working
- New equipment
- Training
- Staffing levels
- Welfare
- Health and Safety

8.2.7 Consultation will also be used to discuss and/or progress the implementation of:

8.2.7.1 Consequential administrative or operational decisions, where these are likely to affect the job prospect or job security of particular groups or occupations.

8.2.7.2 All aspects of the immediate job environment, plus those parts of the individual employment relationship not subject to collective bargaining.

8.2.7.3 Required implementation of Government initiatives.

8.3 Quorum

- 8.3.1 The minimum quorum for this committee will be four core Management Side (which must include the Chair) and four core Staff Side representatives. The meeting can continue by agreement if it is not quorate for information purposes only. Cancellation of the JNCC will be by joint agreement. Postponements will be jointly agreed by the Chair or their nominated representatives.

8.4 Any Other Business

- 8.4.1 A committee member who wishes to raise any other business shall give notice to the Management Side secretary, but if this is not practical and the matter is considered urgent then the notice may be given at the start of the meeting.

9. Administration of the JNCC

- 9.1 Both sides shall appoint a person to act as their secretary. They shall act as joint secretaries to the Committee. It shall be the responsibility of the Management side Secretary to prepare and send agendas, to keep minutes and to follow up any Management Side action, which may be necessary. It shall be the responsibility of the Staff Side secretary to follow up any staff side action.
- 9.2 Emergency meetings may be called at shorter notice by the agreement of both sides.
- 9.3 Agenda items must be submitted to the Management Side secretary at least 10 working days before the meeting where practical. Emergency agenda items may be raised under Any Other Business by either side on the day of the meeting. All agenda items will be supported by a paper or a short statement of explanation.
- 9.4 The agenda and draft minutes to be agreed by the joint secretaries prior to circulation to all members of the JNCC. Jointly agreed minutes will be shared through the Trust Board and the Intranet. Minutes of the meetings will be submitted to the Management Team and the Trust Board.
- 9.5 Dates of the JNCC will be agreed in advance.
- 9.6 It will be the responsibility of the Management Side secretary to arrange the venue for pre JNCC meetings

10. Time Off For Staff Organisations Duties and Activities

- 10.0.1 The Trust will grant reasonable time off with pay to recognised Staff Representatives to carry out trade union activities.

10.0.2 Prior to confirming attendance or involvement in any trade union duty, the Staff Representative must discuss this requirement for time away from the service with their line manager.

10.1 Facilities

10.1.1 The Trust will provide:-

- A Staff Organisation Room and access to all other meeting rooms through the booking system
- Flexible use of facilities
- Each representative will have access to a lockable filing cabinet
- Free essential telephones calls
- Access to photocopying and postal services for Staff Organisation duties including the use of the IT (internet, intranet, e mail) equipment where available
- Staff Organisation Notice Boards
- Access to documents about terms and conditions of employment and a copy of all policies and procedures for JNCC staff side members
- Regular lists of new starters and leavers for the purpose of membership management.
- Participation in induction course for the purpose of Staff Organisation recruitment and awareness training.
- Collection of subscriptions through payroll at no charge

10.1.2 This list may be amended from time to time subject to the agreement between Management and Staff Side.

10.2 Time Off For Trade Union Duties

10.2.1 It is agreed, as a general principle, that Staff Organisation representatives will not be financially disadvantaged when undertaking Staff Organisation duties as described in this document.

10.2.2 Staff representatives will be granted reasonable, protected, time away from their place of work to enable them to contribute to the involvement/partnership process

10.2.3 Attendance at JNCC Meetings in accordance with the agreed constitutions.

10.2.4 Attendance at meetings with members, as required, called to inform them of the outcome of negotiations and consultation with all levels of management.

10.2.5 Attendance at meetings with full time Staff Organisations officials (e.g. Human Resources, line managers) to discuss business of an employee relations nature between the Trust and members of the Staff Organisation concerned.

- 10.2.6 Attendance at JNCC Staff Side meetings held in accordance with the agreed constitution. Permission for other urgent, ad-hoc meetings must be obtained from the Staff Representatives line manager.
- 10.2.7 Attendance at meetings initiated by management requiring the presence of representatives of Staff Organisations.
- 10.2.8 Interviews with, and on behalf of, members regarding grievance and disciplinary matters concerning them and the Trust where the presence of the representative is required.
- 10.2.9 Appearing on behalf of members before an outside official body, such as an Employment Tribunal, which is dealing with an employee relations matter concerning the Trust and where attendance of the representative is required in connection with the presentation of the case.
- 10.2.10 Attendance, on a representative basis, at a union's national or regional committee which is directly linked to NHS matters.
- 10.2.11 Subject to partnership discussions about allocation and agreement for time off with line managers each recognised Staff Organisation can take reasonable paid time off for representatives to attend Trade Union Conferences that are relevant to the representatives representation in the Trust.

10.3 Time Off For Trade Union Activities Outside of the Organisation

- 10.3.1 The Trust will grant reasonable time off without pay to allow Trade Union members to participate in Trade Union activities not appertaining to Trust business.

10.4 Staff Side Partnership Officers

- 10.4.1 The Trust currently supports and funds the allocation of cover for up to 85 working hours for Partnership Officers across the Trust. These allocated hours will be reviewed on an annual basis and the Trust's agreed support will be discussed with JNCC.
- 10.4.2 Partnership Officers are elected into these roles through a nominations/ballot process amongst all Trust Staff Side Representatives.
- 10.4.3 The distribution of the 85 allocated hours and areas of responsibility amongst the elected Partnership Officers is determined by the elected Partnership Officers.
- 10.4.4 The Trust will review any requirements for ad-hoc and time limited funding to support staff side involvement in specific Trust projects. Requests for approval and detail of requirements for this ad-hoc funding must be discussed with the Director of Workforce and Organisational Development.

11. General Considerations

- 11.1 If at any time, a staff representative (a Staff Representative is defined as any shop steward, branch official or representative appointed by a staff organisation) duties, activities or approved training courses he or she should act as follows:-
- 11.1.1 Prior approval must be obtained from their line manager. The representative must clearly state the reason for requesting time off to enable the manager to determine whether or not it is a legitimate request. The manager must at all times treat any information given by a representative as confidential. Permission will only be withheld if, exceptionally, the urgent needs of the service make it impossible.
 - 11.1.2 Staff representatives shall give the maximum possible notice of an intention to take time off. In the case of prolonged absences such as annual conferences, at least a month's notice should be given, if possible.
 - 11.1.3 If appropriate a representative must contact the manager of the section or department to be visited, before conducting business there.
 - 11.1.4 He or she should report their returning to duty as agreed with his or her line manager.
 - 11.1.5 The Trust will provide remuneration for any of the following which a representative undertakes outside of their normal working hours.
 - 11.1.5.1 Training courses approved by a recognised Trade Union Meetings with other Union representatives or members in connection with Trust matters.
 - 11.1.5.2 Attendance at Branch District Committee or executive Council meetings.
 - 11.1.6 The Trust encourages, and will assist, Staff Organisations in advertising and seeking additional representatives to share the workload of Staffing Organisation duties.
 - 11.1.7 When new Staff Organisation representatives are appointed the Trust will co-operate in their training including agreeing to their observing at disciplinary investigations where all parties are in agreement.
 - 11.1.8 The normal arrangements for Staff Organisation representatives will be that each request for time off will be dealt with individually.
 - 11.1.9 Both sides of the JNCC will monitor this policy and review any proposals for Staff Organisation representatives or for Management.

11.1.10 The Trust is aware that some staff representatives will face particular problems because they or their members work unsocial hours. Reasonable allowances will be made to support these problems.

12. Expenses

12.1 Expenses will be paid when Staff Side representatives are required to attend meetings initiated by management, for example, a meeting regarding a disciplinary issue.

12.2 Expenses incurred will be payable at Public Transport Rate through normal mileage claim processes within services.

12.3 Staff who do not own a vehicle or have use of a vehicle will be entitled to reclaim the cost of public transport, providing receipts are provided. Taxi fares may be reclaimed in cases of urgency or where public transport is not adequately available.

13. Operating the Agreement

13.1 It shall be the duty of the Staff Organisation to ensure that their representatives are aware of the contents of this Agreement.

13.2 It shall be the duty of the Trust to ensure that management at all levels are familiar with the operation of the Agreement.

13.3 Disputes relating to this Agreement shall be dealt with via the grievance procedure.

13.4 In the event of non-resolution, the matter will be referred to ACAS.

14. Review

14.1 This policy will be reviewed in 3 years.