

# Partnership Working Agreement

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The CCG is committed to an environment that promotes equality, embraces diversity and respects human rights both within our workforce and in service delivery. This document should be implemented with due regard to this commitment.

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**Version Control Sheet**

<b>Version</b>	<b>Date</b>	<b>Reviewed By</b>	<b>Comment</b>
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## **Contents**

- 1. Introduction
- 2. Aims of the Agreement
- 3. Definition of Terms
- 4. Purpose of the agreement
- 5. Principles
- 6. Partnership Responsibilities
  - 6.1 Specific Responsibilities of the CCG's
  - 6.2 Specific Responsibilities of the Trade Unions
- 7. Review
- Schedule 1: Facilities and Time off Arrangements
- Appendix 1: List of Recognised Trade Unions 3

## 1. Introduction

Bolton CCG are committed to securing and promoting staff engagement and involvement. The organisations value the opinions and views of staff and recognise that staff are able to contribute more effectively when they know their duties and responsibilities; obligations, rights and have an opportunity of making their views known on issues that affect them.

## 2. Aims of the agreement

2.1 The CCG's are committed to maintaining effective employee relations with its staff and their union representatives.

2.2 The CCG's consider that good employee relations are an important factor in achieving its values, behaviours and objectives.

2.3 The CCG's recognise that trade unions can significantly contribute to good employee relations, through joint working.

2.4 The Trade Unions acknowledge the CCG's fundamental right to be responsible for planning, organising and managing its activities in pursuance of its values, behaviours, and objectives. Similarly, the CCG's recognise the Trade Unions responsibility to represent the interests of its members.

## 3. Definition of terms

In this Partnership Agreement:-

- The Trade Union refers to staff side organisations listed in Appendix 1
- The Partnership Agreement - is between Bolton CCG and the recognised Trade Union/staff side organisations
- Staff refers to all employees of Bolton CCG

## 4. Purpose of the agreement

The purpose of the Partnership Agreement is:

- To clearly set out the Principles of the Agreement and responsibilities of the CCG's and the recognised Trade Unions
- To outline which Trade Unions are recognised by the CCG's for the purposes of consultation, negotiation and representation
- To provide a framework for:

### Consultation and local collective bargaining

Ensure that matters affecting employee relations are dealt with effectively and speedily. Ensure that all employment practices within the CCG's are conducted in line with current legislative standards and codes of practice. To outline the facilities and time off that will be granted to allow legitimate Trade union duties and activities to be undertaken. These arrangements are contained in Schedules 1 and 2 attached to this Agreement.

## 5. Principles

The following are the underlying principles which apply to this Agreement:

- The Partnership Agreement replaces any previous Agreements (excluding AfC) which may have existed between the recognised Trade Unions/staff organisations and the previous employing organisation (i.e. Bolton PCT) and other predecessor organisations.
- Continued recognition within the Partnership is subject to each Trade Union being recognised nationally within the NHS and the organisation having relevant membership within the CCG's.
- The terms of this agreement are underpinned by the NHS Terms and Conditions Handbook and any locally agreed operational policy and procedures.
- The CCG's recognise that Trade Unions and other staff organisations need the active participation of members in their activities to enable them to operate effectively and democratically whilst understanding that they have a responsibility to represent the interests of members.
- The Trade Unions recognise that Management have a responsibility to plan, organise and manage the activities of the CCG according to the objectives set by the CCG's Board. This will entail responsiveness to local need and circumstances and compliance with relevant national requirements.
- The CCG's encourages employees to become and remain members of an appropriate union in accordance with this agreement.
- Partnership working requires a consensus approach to decision making. Clearly there will be occasions when following full discussion a decision will be made taken from the consensus of opinion rather than full agreement. Inevitably this will leave some colleagues who have an alternative view disappointed. This is unavoidable but members of the Partnership Forum will work with colleagues in the Forum and in other groups to manage expectations.
- Where there is failure to agree or any conflicts of interest, these will be resolved at the earliest possible opportunity through consultation and by using the agreed procedures. Where this is the case, in the interim no party to this Agreement shall implement any changes to the pre-existing situation and the "status quo" will be maintained.
- Variations to this Agreement and the attached Schedule/Appendix shall only be made after consultation and agreement between the CCG's and the recognised trade Unions/staff organisations through the Partnership Forum.
- After all other reasonable steps have been exhausted; the Partnership Agreement can be terminated, subject to three months notice being given in writing by either the CCG's or Trade Unions.

## 6. Partnership Responsibilities

The responsibilities of all parties to this Partnership Agreement are as follows:

- To work together to improve the quality of patient care, service delivery and the working lives of staff;
- To uphold the organisations values and embed equality and diversity in everything that it does.
- To ensure that equal opportunities are offered to staff or prospective staff and that the treatment of staff will be fair and equitable in all matters of dispute

- To promote a committed, open and participative style of working and to encourage honesty and fairness in all working relationships;
- To welcome and encourage constructive question and challenge;
- To establish procedures to ensure that matters affecting employee relations are dealt with effectively and speedily;
- To take joint responsibility for making decisions, developing solutions to issues and problems and to learn from experience.
- To maintain and develop a relationship built on trust and mutual respect, which does not compromise representatives of either management or staff side.
- To encourage partnership working between managers and staff;
- To recognise the value of early staff engagement in initiatives, problems and the decision making process.
- To have a shared understanding that information is confidential until both parties agree that it is appropriate to share information with a wider audience.
- To agree and differentiate between national and local issues.
- To implement and manage change effectively.

### **6.1 Specific Responsibilities of the CCG's**

The CCG's will ensure that:

- All levels of Management are familiar with the agreement and arrangements relating to partnership working/staff involvement including the facilities and time off arrangements.
- Accredited Staff Representatives 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.
- Staff involvement takes place through the CCG's, irrespective of boundaries of profession, service and functional structure.
- 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.g. team meetings, one to one meetings.
- Staff have the opportunity to express their opinions and be actively involved in issues affecting them.
- Managers recognise that staff and their representatives must have reasonable protected time away from their place of work to enable them to attend and contribute to the staff engagement process.
- Employees will be treated fairly for their union/professional involvement and that their careers are not prejudiced.
- At all times Management, Staff and Accredited Trade Union representatives will adhere to the principles set out in the CCG's policies and procedures.
- The implementation of partnership working including the Facilities and Time Off Arrangements, is managed appropriately by Managers and Accredited Trade Union representatives.

## 6.2 Specific Responsibilities of the Trade Unions

The recognised Trade Unions and staff organisations will ensure that:

- The time and resources provided by the CCG's are used appropriately and cost effectively.
- Their representatives are elected and accredited in accordance with union/professional organisation constitutions including Health and Safety Representatives and other such accredited representatives.
- Subject to facilities time, reasonable notice of time off requirements is provided, other than in exceptional circumstances.
- Appropriate training is provided for its representatives and members.
- Their representatives are familiar with partnership working and the terms of this Agreement.

## 7. Review

This Partnership Agreement will be reviewed periodically in conjunction with Operational managers and Trade Union representatives. Where review is necessary due to legislative change, this will happen immediately.

## Schedule 1

### Facilities and Time off Arrangement

#### 1.0 General Facilities

The following facilities will be made available, on request, to Accredited Staff Representatives who reasonably require them to fulfil their Trade Union Duties.

#### 1.1 Accommodation for Meetings

Subject to Management's permission, which will not be unreasonably withheld, the business meetings of the Unions may be held on the organisation's premises without charge.

Wherever possible, Management will also provide accommodation for training sessions organised by the Unions for their representatives.

#### 1.2 Office Accommodation

Where possible, the CCG is committed to providing office accommodation equipped with desk, chairs, and telephone, fax, computer for the exclusive use of accredited Staff Representatives. Such accommodation will be for the shared use of accredited Staff Representatives of all recognised Trade Unions/Staff Organisations.

Subject to Management's permission, which will not be unreasonably withheld, Accredited Trade Union Representatives will be allowed the use of the CCG's offices/bookable meeting rooms for the purpose of confidential interviews with constituents or other accredited Trade Union Representatives. A reasonable amount of notice for the use of rooms is expected to be given. Normal arrangements for booking rooms should be followed.

### **1.3 Office Facilities**

To enable Accredited Staff Representatives to discharge their duties and subject to Management permission, which will not be unreasonably withheld, representatives will be afforded:

Use of internal and external telephones.

Use of the mail system.

Access to photocopying/duplicating facilities

Access to PCs

Access to e mail and internet in accordance with the CCG's policy regarding such facilities

## **2.0 FACILITIES FOR TIME OFF**

### **2.1 General Considerations Concerning Time Off**

The organisation will grant reasonable Time Off to an Accredited Trade Union representative when alternatives can be made to cover the employee's duties and the service provided can be maintained.

Whilst Time Off will not be unreasonably withheld, this entitlement must not be assumed, and requests for time off must be made as far in advance as is reasonable in the circumstances and follow the procedure set out in Section 2.6 below.

Where a manager is considering refusing a request for time off, advice should be sought first from HR.

Reasonable consideration of Time Off requests would normally apply when:

- there is some urgency for the Accredited Trade Union Representative to carry out a duty or activity;
- the Accredited Trade Union Representative faces particular problems of effective representation or communication because of the differing hours of work or shift times of members;
- there is some need to get a large number of the Trade Union's members together at one time;
- reasonable notice has been given for the need to take time off;
- the appropriate procedures for applying for time off have been followed.

Requests for Time Off would not normally be granted when:

- the service provided could not be maintained at a safe or secure level;



- the procedure for applying for time off has not been followed, so far as is practicable;
- during industrial action, Accredited Staff representatives or members taking part in the industrial action request pay for the time spent in discussions with Management; industrial action takes place before the Grievance Policy and Procedure relating to time off or pay has been exhausted and the employees taking part request time off;

## 2.2 Recognised Staff Organisations

When dealing with any requests for Time Off the Line Manager must ensure that the employee belongs to a Trade Union/Staff Organisation recognised by the CCG's and is an Accredited Trade Union Representative.

The Line Manager can determine whether the Trade Union is recognised by referring to Appendix 1 of the Partnership Agreement. People Services will

have an up-to-date list of the names of Accredited Trade Union Representatives.

## 2.3 Calculation of Pay

Where time off with pay is granted during the employee's normal working hours then the Line Manager must authorise normal pay for the period concerned.

Where at Management's request an Accredited Trade Union Representative or member of a Recognised Trade Union undertakes approved Trade Union Duties outside her/his normal working hours the "*compensating*" time off or "*compensating*" pay will be granted.

Where, however, the Accredited Staff Representative or member of a Recognised Staff Organisation undertakes Trade Union Duties outside her/his normal working hours at the instigation of the Trade Union then no pay or "*compensating*" pay will be granted by Management.

## 2.4 Expenses In Connection With Time Off

No expenses are payable by the organisation in connection with Trade Union duties or activities undertaken when an Accredited Trade Union Representative or member of a Trade Union/Staff Organisation has time off. However, where Management requires an Accredited Trade union representative to undertake Trade Union Duties on her/his normal day off, then s/he may claim the appropriate rate of pay.

## 2.5 Difficulties Relating To Time Off

Time Off should not be withheld repeatedly because of the same problems (e.g. low staffing levels due to sickness). If this is occurring the problems should be discussed with the Line Manager and HR.

Any problems or disagreements that cannot be resolved will be dealt with through the Grievance Policy and Procedure.

## **2.6 Procedure for Applying for Time Off**

To take Time Off an Accredited Trade Union Representative must always seek permission from her/his Line Manager as far in advance as possible before s/he leaves the workplace and give details of:

- the reason time off is required;
- the intended location; and
- the timing and duration of time off required.

## **2.7 Recording Time Off**

Trade Union representatives, in conjunction with Line Managers, must ensure that accurate records are kept concerning the amount of time off authorised

regardless of whether or not it was granted with or without pay. The date, time and name of the employee(s) involved and reason why time off was requested/authorised, should be recorded.

The Trade Union representative must keep the form as a record of the time taken, which if necessary can be referred to should the CCG's receive any Freedom of Information requests or if the matter is disputed by the Recognised Trade Union.

A copy of the form should also be retained on the personal file.

## **2.8 Time Off for Trade Union Duties/Activities**

Accredited Staff Representatives will be entitled to reasonable time off with pay during working hours to carry out Trade Union duties/activities, which may for example include:

- Time off to consult and, where appropriate, negotiate with the CCG on issues such as those mentioned above and to participate in the Partnership framework outlined in this Agreement.
- Time off to accompany an employee at a disciplinary, grievance, flexible working or other similar hearings.
- Time off to attend at official functions (e.g. Appeals Committees, Employment Tribunals).
- Time off to inform members on progress on consultations or negotiations with Management.
- Time off with pay to undergo training for union duties (as approved by the Union or by the Trades Union Congress).
- Branch, area, regional or national meetings where the business of the recognised Trade Union is under discussion;

The organisation will pay the amount that the Accredited Trade Union Representative would normally have been paid had they worked during the Time Off taken.

## 2.9 Paid Time Off

Paid Time Off for Trade Union activities will normally be granted where the issues under discussion relate to the business of the organisation and may, for example, include:

- voting at the workplace in union elections;
- meetings with a Full-Time Officer to discuss issues relevant to the organisation; or
- attending workplace meetings to discuss and vote on the outcome of negotiations with the CCG's
- Time off for training
- Time off for annual conferences and other conferences

## 2.10 Unpaid Time Off

Trades Union activities for which Time Off may be authorised on an unpaid basis shall normally include:

- Branch, area, regional or national meetings where the private business of the RSO's is under discussion;
- Representing the RSO's on external bodies, e.g. Employment Tribunals.
- Attending special conferences organised by the RSO or the TUC.

This will be considered on a case by case basis.

## 3. FACILITIES FOR FULL-TIME OFFICERS

Full-Time Officers of the Recognised Staff Organisations shall be permitted to visit the organisation's premises in the performance of their duties at any reasonable time by prior arrangement, as appropriate.

**APPENDIX 1**

List of Recognised Trade Union and Staff Organisations

The CCG currently has staff in membership of the following Trade Unions and recognises these organisations under this agreement:

UNISON (including MiP)

Royal College of Nursing (RCN)

Unite the Union