**Working in partnership with trade unions.**

**Framework and agreement for [Insert ICB name]**

# 1 Introduction

1.1 [ICB name] recognises the benefit of effective communication, joint consultation and, where appropriate, negotiation between management and employees.

1.2 [ICB name] as an NHS body endorses and implements part one of the [NHS terms and conditions of service handbook](https://www.nhsemployers.org/publications/tchandbook), principles and partnership, as agreed by the NHS staff council.

1.3 [ICB name] recognises and supports a positive culture of openness and participation, where every member of staff is valued. This agreement sets out the ways in which [ICB name] and trade unions will continue to work together in partnership. We are jointly committed to creating a fair and consistent working environment across the whole of [ICB name].

1.4 Effective partnership arrangements will make a critical contribution to representing the interests of staff and [ICB name].

# 2 [ICB name] constitution: general principles

2.1 [ICB name] commits to engage staff in decisions that affect them and the services they provide, individually, through representative organisations and through local partnership arrangements. The following working principles are agreed and adhered to by both [ICB name] and staff side:

* We commit to working jointly to solve problems and identify solutions.
* We are committed to a relationship of trust between [ICB name], its employees and trade union representatives.
* We agree that decisions made by [ICB name] and its partnership forum, including subgroups and task and finish groups of the forum will be in consensus.
* We will ensure fair treatment of employees and a mutual respect between all working within the partnership approach.
* We will engage in open, honest and meaningful dialogue.
* We will ensure the recommended and appropriate agreed time is allocated to partnership working and is appropriately managed.
* We will actively seek, listen, value and respond to the views of colleagues.
* [ICB name] will communicate and consult about any significant decision that is likely to affect employees. As a matter of good practice, the organisation will communicate to employees and their representatives about:
  + The organisation structure and purpose, arrangements for supervision and management, operating and technical processes, training opportunities etc.
  + Strategic planning decisions that affect the workforce.
  + How the organisation is performing including its financial performance, service developments and operational performance.

# 3 Recognition and facilities arrangements

3.1 [ICB name], through the people impact assessment, will have determined existing recognition with certain trade unions. All NHS staff council trade unions should be able to be recognised by an ICB, but if any others have been granted recognition locally, the continuation of this should be discussed and agreed in partnership with those trade unions already represented through the transfer.

* 1. This agreement applies to the trade unions as defined above. [ICB name] will not consult with trade unions not recognised within this agreement.

* 1. Further requests for recognition will be considered with reference to the numbers of members employed by [ICB name] and in accordance with the Employment Relations Act 1999.

# 4 [ICB name] partnership forum

4.1 The [ICB name] partnership forum has been established to provide a regular and formal means of information, consultation and negotiation between managers and elected trade union representatives.

4.2 The partnership forum will be the main forum for formal consultation between management and staff side on strategic issues of concern and interest to either party.

4.3 The partnership forum, will act as the final stage of consultation for organisation wide strategic human resources (HR) and people issues. This includes organisational development policies, procedures and any other organisation wide best practice or improvement programmes not covered by the other function-based committees.

4.4 The chair for the partnership forum will alternate between the management side chair and the staff side chair. In addition to current issues, the agenda will comprise a number of standing items which will include updates from partnership forum subgroups and task and finish groups.

4.5 Consultation for the purposes of the forum including its subgroups and task and finish groups as set out within this agreement, is described in the definition below:

*“Consultation is the dynamic process of dialogue between individuals or groups based on a genuine exchange of views and normally within the objective of influencing decisions, policies or programmes of action.” (Consultation Institute 2009)*

4.6 Consultation involves an opportunity to influence decisions and their application. The aim of consultation is to take account of, as well as listen to, the views of staff and their representatives.

4.7 [ICB name] will consult through the partnership forum, on matters relating to any national and local agreements. Relating to national NHS terms and conditions of service and/or national medical and dental terms and conditions of service, where appropriate.

# 5 Membership of [ICB name] partnership forum

5.1 Membership of [ICB name] partnership forum should include:

* At least two representatives (rep) each of management and staff side
* At least one rep from each recognised trade union, balanced by an equal number from management.
* Full time officers can be part of the forum as ex-officio members (to be agreed locally).

The composition of the group may change over time to reflect emerging organisational arrangements, but the overall numbers described below will remain the same:

|  |  |
| --- | --- |
| Management | Staff side |
|  |  |

5.2 Nominated deputies, who shall have full rights of representation, may attend the partnership forum when management or trade union representatives are absent.

5.3 At the request of partnership forum members, the joint chairs may agree for guests to attend meetings and participate as appropriate. Subject to this approval, management and trade union representatives may therefore invite guests to attend the meeting of the partnership forum in an advisory capacity or as an observer. Advance notice of the proposed attendance of all guests, shall be given to the joint chairs in advance of the meeting.

5.4 Where it is deemed to be appropriate and helpful other employees may be co-opted onto the forum for agenda items with advance agreement received from the joint chairs.

# 6 Functional [ICB name] subgroups and task and finish groups

6.1 There are a number of standing subgroups and task and finish groups that feed in to the [ICB name] partnership forum.

6.2 Subgroups and task and finish groups are the recognised forum where all appropriate, policies, procedures and operational issues for each area will be discussed and consulted.

6.3 Subgroups and task and finish groups will have the authority to make decisions relating to changes to work practices/processes that affect the staff it covers. These groups do not have the authority to agree changes or alterations to policies and procedures or local arrangements accompanying NHS terms and conditions of service or any issue that will impact on another staff group. Any issues of this nature must be referred to [ICB name] partnership forum for consideration and final consultation and implementation.

# 7 Meeting operating arrangements

7.1 For all forums sufficient time will be made available to enable pre meetings for both management and staff side. It is accepted that any pre meetings should not last for more than two hours on the day of the meeting. Any additional preparation will be organised by management and staff side at their discretion on alternative days.

# 8 Meeting chair

8.1 The chairing of the partnership forum will alternate between the management side chair, the chief people officer (or equivalent) for [ICB name] and the trade union chair.

# 9 Meeting purpose and duration

9.1 [ICB name] partnership forum meetings and subgroup and task and finish group meetings will not be expected to last for more than three hours in duration. Any matters requiring more detailed discussions will either be worked on by a small, time limited working party with recommendations being brought back to the main committee, or a separate meeting will be set up to discuss specific matters, if and when necessary.

# 10 Agenda and minutes – for partnerships forum, subgroup and task and finish group meetings

10.1 Meetings for the partnership forum and subgroups will be arranged at the start of the calendar year where possible. If during the year these dates are not convenient or attendance is low, owing to a range of circumstances, then the meeting may be postponed or cancelled by the agreement of both the management and staff side chairs.

10.2 There are some key principles with which both management and staff side will adhere to, to ensure the appropriate information and records of meetings are efficient and timely as follows:

* Agendas will be sent out, a minimum of five working days before any forum following input from both staff side and management. All agenda items will be tabled through the staff side or management side secretariat of each committee.
* Individuals submitting agenda items will be asked for their proposed time allocation, which should not be more than thirty minutes.
* Individuals submitting agenda items will also be expected to complete a summary page to their item, which specifically states the outcome/decision expected so that all attending the meeting are clear of the outcomes required.
* Minutes/action logs will be drafted and distributed for agreement within five working days of the date of the forum/subgroup.
* All agendas and minutes will be agreed by the members of the partnership forum and joint communications after each meeting. Once agreed, they will be communicated through the organisation by e-mail to staff side members and posted on the staff intranet site.
* All agendas and minutes will be made available on the [ICB name] intranet once agreed.

# 11 Partnership forum quorum

11.1 To be considered quorate management side will have at least two representatives present, and staff side will have two union representatives. Where a quorum is not available, the meeting will take place on the agreement of both sides.

# 12 The function of representatives and officials

12.1 [ICB name] and the trade unions recognise that the industrial relations functions of representatives and officials are important responsibilities, in addition to their duties as employees of [ICB name]. Their functions and responsibilities are as follows:

* Be responsible to and for a group of members.
* Undertake industrial relation duties operating in the policies of [ICB name].
* Seek full trade union membership amongst all employees of the organisation.
* Represent the trade union in the joint negotiating and joint consultative machinery at system [and place] levels.
* Attend trade union meetings, of which the person is a representative or of which they are an official, (such as branch or branch committee meetings).
* Seek to ensure that agreements are adhered to.
* Organise meetings of members during working hours in accordance with the ACAS Code of Practice and any prevailing local agreements.

# 13 Time off for trade union duties

13.1 [ICB name] is subject to the provisions laid out in statute through sections 168 of the [Trade Union and Labour Relations (Consolidation) Act 1992](https://www.acas.org.uk/acas-code-of-practice-on-time-off-for-trade-union-duties-and-activities), [ICB name] will permit an employee who is an official (as defined in Section 119 of the Trade Union and Labour Relations (Consolidation) Act 1992) of an independent trade union recognised by the organisation, to take reasonable time off during their working hours for the purposes of carrying out the duties described in section 12.1.

13.2 As an NHS organisation, [ICB name] intends to comply with section 25 of the NHS terms and conditions of service handbook ‘[Time off and facilities for trades union representatives](https://www.nhsemployers.org/publications/tchandbook)’. Section 25 should be referred to for further information in relation to both time off and facilities for accredited trade unions, who have been duly elected or appointed, and who represent their members on matters that are of concern to [ICB name] and/or its employees.

13.3 As described in section 25.7 of the [NHS terms and conditions of service handbook](https://www.nhsemployers.org/publications/tchandbook), ‘*subject to the needs of the service and adequate notification, accredited representatives should be permitted paid time off, including time to prepare for meetings and disseminate information and outcomes to members during working hours, to carry out duties that are concerned with any aspect of:*

 *negotiation and/or consultation on matters relating to terms and conditions of employment or agreed partnership processes – examples include:*

* + *terms and conditions of employment;*
  + *engagement or termination of employment;*
  + *allocation of work;*
  + *matters of discipline;*
  + *grievances and disputes;*
  + *union membership or non-membership;*
  + *facilities for trades union representatives;*
  + *machinery for negotiation or consultation or other procedures;*
  + *meetings with members;*
  + *meetings with other lay officials or full time officers;*
  + *appearing on behalf of members before internal or external bodies;*
  + *all joint policy implementation and partnership working;*
  + *other matters relating to employee relations and partnership working*.’

13.4 [ICB name] recognises as per section 25.8 of the [NHS terms and conditions of service](https://www.nhsemployers.org/publications/tchandbook) that as a matter of good practice that ‘*staff representatives should indicate the general nature of the business for which time off is required and where they can be contacted if required. Requests should be made as far in advance as possible, as is reasonable in the circumstances. Wherever possible the representatives should indicate the anticipated period of absence. The expectation is that requests for paid time off for trades union representatives will not be unreasonably refused.*’

13.5 Working hours of trade union officials will be considered in line with the definition outlined in Section 173 (1) of the Trade Union and Labour Relations (Consolidation) Act 1992.

13.6 This agreement seeks to establish a formal procedure on trade union duties and activities in accordance with the legislative framework. It is recognised that it is not possible to be prescriptive about all duties, activities and the time required carrying them out. [ICB name] agrees that requests for time off will not be unreasonably refused.

# 14 Time off for union learning and health and safety representatives

14.1 Accredited health and safety representatives are entitled to take reasonable paid time off to undertake their duties and relevant training. Accredited trade union learning representatives are also entitled to reasonable paid time off for the following specific purposes:

* analysing learning or training needs
* providing information and advice about learning or training matters
* arranging learning or training
* promoting the value of learning or training
* consulting the employer in relation to such duties
* preparation in relation to such duties
* undergoing relevant training.

# 15 Special arrangements for time off

15.1In the case of employees who work shifts or unsocial hours, [ICB name] will allow reasonable time off for trade union duties.

15.2 Where time with pay has been approved, the payment due will equate to the earnings the employee would otherwise have received had they been at work.

15.3 Where representatives attend meetings called by management which occur outside of their normal working hours, payment will be made for the hours spent at the meetings. Alternatively, by agreement, an equivalent amount of time off in lieu will be given at a time agreeable to both parties, subject to the contingencies of the service.

15.4 In the case of representatives who consider themselves to have a disability, or long-term condition, [ICB name] will allow additional time and facilities, if necessary, and make suitable arrangements to allow them to carry out their responsibilities.

15.5 Travelling and subsistence costs will be reimbursed to accredited representatives for periods of work approved in accordance with this agreement.

# 16 Time off to cover related workplaces

16.1 Any extension of representational rights to cover employees outside of [ICB name] will be subject to agreement on a case-by-case basis.

# 17 Training

17.1 Reasonable time off with pay will be granted to enable accredited trade union representatives, learning representatives and health and safety representatives to attend training courses approved by their trade union. [ICB name] supports the need for newly appointed trade union officials to be granted reasonable time off for initial training in basic representational skills as soon as possible after their appointment. Following this further reasonable time should be considered:

* For further training, particularly where the official has special responsibilities.
* To deal with changes in the structure or topics of negotiation, or where significant changes in the organisation of work are contemplated.
* Where legislative changes affect the conduct of employee relations.

17.2 The trade unions must give adequate advance notice of course dates. This should be done in writing to relevant line mangers, who should co-operate in making appropriate cover arrangements during the absence of representatives on courses. Details of the course should be provided, upon request.

17.3 Part-time employees who are required to attend recognised training courses as detailed above will be paid for the whole of their attendance time, even if it exceeds their normal working hours.

# 18 Procedures

18.1 Before taking time off, the accredited representatives must obtain the permission of their manager, informing the manager of the general purpose of the time off, the intended location, the expected timing and duration of time off required.

18.2 The employer will ensure that management at all levels are familiar with agreements and arrangements relating to this agreement.

# 19 No detriment

19.1 Individuals will not be discriminated against during their employment for membership of a trade union or activities as a union representative.

19.2 There will be no disciplinary action taken against accredited representatives of any trade union until the matter has been discussed with the full-time officer of the union concerned.

# 20 Collective disputes

20.1It is recognised that there may be occasions where [ICB name] and recognised trade unions despite consultation, cannot reach formal agreement in relation to some matters. If this occurs then the matter would enter a stage of formal dispute.

20.2 Under the circumstances described above every effort should be made to escalate and resolve the issue through the established forums i.e. the partnership forum.

20.3 Should the issue be escalated to the partnership forum and an appropriate resolution is still unable to be agreed, then the trade union(s) concerned should formally write to the chief people officer (or equivalent) outlining the issues concerned and what would be a satisfactory resolution from their perspective. The chief people officer (or equivalent) will then consider appropriate action to undertake relating to the specific nature of the concern. At this point the organisation and trade union(s) concerned will be deemed to be in dispute on the matter in question.

20.4 Where mutually agreed, support may be requested from independent parties in an effort to resolve the matter in question i.e. ACAS.

20.5 Once the matter reaches a satisfactory resolution for both parties, the trade union(s) concerned should formally write to the chief people officer (or equivalent) to confirm that the issue has been satisfactorily resolved and that there is no longer a dispute.

# 21 Individual disputes

21.1 Where individual disputes arise from the application of this framework, or access to the facilities in support of carrying out duties and activities for example, issues relating to time off for representation to undertake trade union duties, every effort should be made to informally resolve these in the first instance. If it is not possible to reach an informal resolution then the process outlined below should be followed.

21.2Under the circumstances described above every effort should be made to escalate and resolve the issue through the established partnership forum.

21.3 Should the issue be escalated to the partnership forum and an appropriate resolution is still unable to be agreed then the individual concerned should formally write to the chief people officer (or equivalent) outlining the issues concerned and what would be a satisfactory resolution from their perspective. The chief people officer (or equivalent) will then consider appropriate action to undertake relating to the specific nature of the concern. At this point the individual concerned will be deemed to be ‘in dispute’ on the matter in question.

21.4 Where appropriate, support may be requested from independent parties in an effort to resolve the matter in question i.e. ACAS, if both parties agree to this.

21.5 Once the matter reaches a satisfactory resolution for both parties, the individual concerned should formally write to the chief people officer (or equivalent) to confirm that the issue has been satisfactorily resolved and that there is no longer a dispute.

# 22 Amendment or termination of agreement

22.1 Either side may submit proposals to amend this agreement. Such proposals will be in writing to all parties concerned and will be the subject of joint discussions.

22.2 Both sides commit to review this agreement in twelve months and annually thereafter.

**Signatories**

Co-Chairs:

Management: ………………………………………………. Date: ………………

Staff side: ………………………………………………. Date: ………………

# Appendix 1 – Template consultative framework

These are the current subgroups and task and finish groups that feed in to the [ICB name] partnership forum:

# Appendix 2 – Time off and facilities for the trade union representatives involved in supporting the partnership roles – a joint statement of understanding and principles

**1. Day to day facilities for local trade union representatives**

Within this partnership working framework agreement there is a clear recognition and endorsement that accredited trade union representatives of the trade unions recognised by [ICB name], are given reasonable time off to carry out their industrial relation duties and activities and reasonable time off for training.

In [ICB name] teams there are a range of day-to-day activities: formal/informal consultations, issues at work, some informal and others formal in nature, such as grievance or disciplinary processes. Our partnership agreement correctly specifies that managers are encouraged to take a sensible and reasonable approach to these day-to-day requests for time off for trade union duties.

The number and demands placed upon trade union representatives will very much be a function of what is happening at any given time. If there are several consultations involving possible job losses and subsequent 1-1 meetings or collective workplace meetings, then requests for time off for our local trade union representatives will increase. However, this is a two-way process, given that there will equally be managers in these areas also devoting increased time to such discussions and meetings.

This can all be described as the day-to-day process of fostering and encouraging good industrial relations. Reasonable time off for accredited trade union representatives is therefore to be encouraged in our partnership relationship and is also to be expected.

**2. Facilities for [ICB name] trade union representatives involved in the partnership forum and subgroups**

The funding that has been identified and set aside by the chief people officer (or equivalent) for [ICB name] is separate to the need for the day to day local or regional trade union activities that need to occur. This funding is to support and strengthen the partnership relationships working on behalf of the whole of [ICB name].

This funding identified is in recognition of the need to help develop local trade union representatives who are playing a significant role in the [ICB name] partnership arrangements. The funding concerned is to protect and advance that relationship, enabling some monies to be made available to back fill an individual whilst performing their system wide trade union role.

The mechanism and agreement for distribution of the money and time off will be agreed between the individual, their trade union officer, the chief people officer (or equivalent) or and the relevant line manager / budget holder for the [ICB name] member of staff concerned. However, it is clear that this time off is for activities over and above those normally identified in the first section of this statement. There will be a separate individual agreement made and reviewed each year for those in receipt of such supported and additional facilities time.

It is agreed between [ICB name] and all the recognised trade unions that no individual member of staff will exceed time off greater than 50 per cent of their normal working time in any financial year for trade union duties and activities, whether system or place. The only exception to this principle would be where there is a formal secondment agreement in operation where the trade union concerned becomes wholly responsible for the salary costs and expenses of the individual to whom it applies. It is also agreed that day to day trade union activities will be undertaken in the spirit of partnership, where there is goodwill from all parties concerned and there will be give and take in terms of day-to-day operational needs of roles people are employed in, balanced by the needs for the partnership work that needs to occur.

### 3. Reviews and problems

This agreement will be regularly reviewed at the [ICB name] partnership forum and by the joint officers. Any difficulties in fulfilling these facilities will in, the first instance, be raised by the appropriate officer of the recognised trade union with [ICB name] and if there is no resolution or mutually agreeable solution, then this will result in reference being made to the [ICB name] partnership forum for joint resolution.