

SALISBURY NHS FOUNDATION TRUST
Recognition Agreement for Negotiation & Consultation
with Trade Unions & Associations

Version Details

Version No.	Updated by	Updated on	Description of changes
6.1	Director of HR	15/02/2017	General review
6.2	DD of OD&P	June 2021	General Review
7.0	DCPO	28 Dec 22	Annual Update

RECOGNITION AGREEMENT

between

Salisbury NHS Foundation Trust

and

The Staff Side Trade Unions

1. DEFINITION OF TERMS

1.1 In this Agreement:

The Trust - refers to Salisbury NHS Foundation Trust

The Staff Side - refers to the trade unions that are recognised for negotiation and consultation under this agreement, namely:

British Association of Occupational Therapists (BAOT)
 British Dental Association (BDA)
 British Dietetic Association (BDA)
 British Medical Association (BMA)
 British Orthoptic Society (BOS)
 Chartered Society of Physiotherapy (CSP)
 Royal College of Midwives (RCM)
 Royal College of Nursing (RCN)
 Society of Radiographers (SOR)
 Unite the Union
 UNISON

Staff – all employees of the Trust.

Members – individual members of Staff Side trade unions.

Consultation – any matter upon which either side wishes to gain the views of the other, without any imperative for agreement, which normally includes (but is not limited to):

- Employment policies and procedures
- Health and safety matters
- Equality and Diversity matters
- Working practices which may include new equipment and techniques
- Training and development
- Staff amenities
- Redundancy, redeployment/reorganisation and transfers
- Any other item which both sides agree to refer

Negotiation – any matter upon which either side wishes to agree with the other a collective agreement which shall be binding. This will include:

- Terms and conditions of employment, and their application
- Any other item which both sides agree to refer

2. COMMENCEMENT DATE

2.1 This Agreement commences on 5 Jan 23 and will run until 31st January 2025 when it will be reviewed. An earlier review may be triggered by changes in legislation or the NHS Partnership Framework.

2.2 The application and terms of this Agreement can be reviewed at any time, at the request of either the staff or management sides.

3. OBJECTIVES

3.1 In drawing up this agreement, the Trust and the Staff Side recognise that the Trust exists to fulfil its aims and objectives in line with its specified values and behaviours. The parties acknowledge that the fundamental purpose of the Trust is to provide the best possible health care and treatment to patients.

3.2 The purpose of this agreement is to determine trade union recognition and representation within the organisation and establish a framework for consultation and collective bargaining.

3.3 The parties have identified common objectives and aspirations they wish to pursue and achieve. These are:

3.3.1 To ensure that employment practices in the Trust are conducted to the highest possible standards and in line with the principles and best practice of partnership working.

3.3.2 To pursue the goal of attaining a quality workforce consisting of the correct numbers of staff, with the right skills and diversity, organised and working in the most efficient manner.

3.3.3 To enhance effective communication with all staff throughout the organisation.

3.3.4 To achieve greater staff engagement, participation and involvement in matters related to the running and developing of the Trust in line with the NHS Constitution.

3.3.5 To pursue all aspects of equal opportunity and diversity, especially in relation to career and training opportunities, and to ensure working patterns are flexible and responsive to work-life balance whilst meeting the needs of the service.

3.3.6 To meet equal pay for work of equal value criteria, recognising that pay constitutes any benefits in cash or conditions.

3.3.7 To ensure that the treatment of staff will be fair and equitable in all matters of dispute.

4. GENERAL PRINCIPLES

4.1 The Staff Side recognise the Trust's responsibility to plan, organise and manage its work to achieve the best possible results linked to its overall aims and objectives.

4.2 The Trust recognises the Staff Side responsibility to represent the interests of its members and to work for fair terms and conditions of employment for them.

4.3 To ensure high levels of employee participation in accordance with this agreement, the Trust encourages employees to become and remain Members of a recognised Staff Side trade union.

4.4 The Trust and the Staff Side recognise their common interest and joint purpose in furthering the aims and objectives of the Trust and in achieving reasonable solutions to all matters which concern them. Both parties declare their commitment to maintain good industrial relations based on partnership working.

4.5. The Trust and the Staff Side agree the need for joint consultation and collective bargaining in securing their objectives. They acknowledge the value of up-to-date information on important changes which affect staff.

4.6 The Trust and Staff Side agree to adhere to the best principles and practice of partnership working. To deliver such working successfully both sides recognise the need to develop good formal and informal working relations that build trust and share responsibility, whilst respecting difference. To facilitate this, all parties in the Trust commit to adopt the following principles when dealing with other parties:

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

5. SCOPE OF THE AGREEMENT

This agreement covers all employees of the Trust in relation to any matter of negotiation or consultation.

6. UNION REPRESENTATION AND MEMBERSHIP

6.1 The Trust recognises the Staff Side as the trade unions with which it will consult and/or negotiate with, in relation to all matters

6.2 The Trust recognises the Staff Side as the body representing the Trusts workforce for the purposes of informing, consulting and negotiation. This activity with employees will take place in agreement with Staff Side representatives and the Trust recognises that it is for Staff Side unions to determine how decisions which are representative of employee opinion are reached and cascaded. It will be incumbent upon Staff Side unions to fully reflect the views of the workforce by demonstrating a purpose to seek and represent the views of their members.

6.3 The Trust accepts that the Staff Side's members will elect representatives in accordance with their constitution and individual union's rules, to act as a spokesperson representing their interests.

6.4 The Staff Side agrees to inform the Trust of the names of all elected representatives in writing within five working days of their election and to inform the Trust in writing of any subsequent changes within five working days of the change having taken place. Persons whose names have been notified to the Trust shall be the representatives of that Union and the representatives of the workforce for the purposes of information and consultation.

6.5 The Trust recognises that Staff Side representatives fulfil an important role and that the discharge of their duties as union representatives will in no way prejudice their career prospects or employment with the Trust. Furthermore, the Trust will encourage and support employees to become Staff Side representatives.

6.6 The Trust will inform all new employees of this agreement and will provide them with information on how to join their respective union.

6.7 Disciplinary action will not be taken against elected representatives of any Staff Side organisation until the Trust has discussed the matter with a full-time officer of the Staff Side organisation concerned.

6.8 The Trust will undertake the check-off of payment of trade union subscriptions for any employee requesting this facility via a completed union membership application form.

7. FACILITIES

7.1 The Trust will make available reasonable facilities to the Staff Side unions and their accredited representatives for the purpose of carrying out their agreed functions. These shall be in accordance with Appendix D of this agreement.

8. JOINT NEGOTIATING AND CONSULTATION

8.1 The Trust and Staff Side agree to hold a regular Joint Consultative Committee (JCC) and an ad-hoc Negotiating Sub Committee (NSC) in line with the Terms of Reference in Appendix A and B.

8.2 The Trust and Staff Side additionally agree to hold a regular Joint Local Negotiating Committee (JLNC) to discuss matters that relate solely and specifically to Medical and Dental employees in line with the Terms of Reference in Appendix C.

8.3 Normally, consultation on equality and diversity, Health and Safety and parking and transport matters should be undertaken through either the Equalities and Diversity Steering Group, the Health and Safety Committee or the Transport Steering Group. The Staff Side shall have a representative on all these groups. However, where it feels that it is necessary to do so, and in agreement with management side, the Staff Side may table equalities and diversity, health and safety and transport issues at the JCC or NSC respectively.

8.4 The Trust will allow formal observer status to a Staff Side representative to attend the meetings of the Trust Board held in public and the Operational Management Board (OMB).

9. COLLECTIVE AGREEMENTS

9.1 It is agreed that the Staff Side Chair, or the Staff Side Secretary in their absence, has full delegated responsibility to sign collective agreements on behalf of the Staff Side, provided this reflects the true opinion of the Staff Side and is a decision made in line with the Staff Side constitution.

10. DISPUTES

10.1 Both the Trust and Staff Side recognise that it is in their mutual interest to observe procedures in which issues arising between them can be considered and resolved. Decisions wherever possible should be by partnership agreement. If no agreement is possible following a meeting, and subsequent discussions, the Trust may decide to implement its position. This may be subject to Staff Side challenge through the grievance/collective dispute process as a last resort.

10.2 Both the Trust and Staff Side recognise that where there has been a failure to resolve a matter, despite having exhausted internal procedures, that it is in the interests of the Trust and Staff to consider all ways of avoiding further dispute and that they will consider entering externally facilitated conciliation or arbitration. Where both sides agree, there can be a reference to an external third party, for example – ACAS, a mutually agreed conciliator, or the joint secretaries of the NHS Staff Council.

11. VARIATIONS

11.1 This Agreement may be amended at any time with the consent of both parties.

12. TERMINATION

12.1 The Agreement shall not be terminated except by mutual consent. Should the Trust wish to terminate the Agreement unilaterally then it recognises that it must follow the relevant notice and ballot provisions of the Trade Union and Labour Relations (Consolidation) Act 1992.





For the Trust

For Staff Side:

Dated

Dated

APPENDICIES

Appendix	Description	Link
A	Terms of Reference Joint Consultative Committee	https://mg.salisbury.nhs.uk/media/3597/appendix-a-terms-of-reference-joint-consultative-committee.docx  Appendix A - Terms of Reference Joint Cor
B	Terms of Reference Negotiating Sub-Committee	https://mg.salisbury.nhs.uk/media/3598/appendix-b-terms-of-reference-negotiating-sub-committee.docx  Appendix B - Terms of Reference Negotiat
C	Terms of Reference Joint Local Negotiating Committee	https://mg.salisbury.nhs.uk/media/3599/appendix-c-terms-of-reference-joint-local-negotiating-committee.docx  Appendix C - Terms of Reference Joint Loc
D	Time Off and Facilities for Trade Union Representatives	https://mg.salisbury.nhs.uk/media/3601/appendix-d-time-off-and-facilities-for-trade-union-representatives.docx  Appendix D - Time Off and Facilities for T

Post Holder /Author Responsible for Policy:	Deputy Chief People Officer and Staff Side Chair
Date Written:	Dec 22
Approved By:	Chief People Officer
Ratified by:	JCC
Next Due for Review:	Dec 2024

Appendix A - Terms of Reference

Joint Consultative Committee

Document Change Control				
Date of version	Version number	Type of Revision Major/minor	Description of Revisions	Author
28 Dec 22	1.1	Minor	Format Change, Minor amendments	Ian Crowley

Date Adopted	Jul 2017
Review Frequency	Annual
Terms of Reference Drafting	Deputy Chief People Officer
Review and Approval	JCC
Adoption and ratification	5 Jan 23

1. Purpose. The Joint Consultative Committee (JCC) is:

- 1.1. To establish and maintain regular methods of negotiation and consultation between the Trust and its employees to maintain and improve employee / industrial relations.
- 1.2. To provide for the participation of staff in decisions that affect their working lives by establishing a regular channel where Trust policies may be discussed, differences resolved, and representation made.
- 1.3. To consider any collective employee / industrial relations matter referred to it by any Staff Side union recognised under this agreement.
- 1.4. The JCC and its designated sub-committees will act as a consultative and negotiating body, to deal with all terms and conditions of employment and all other matters referred to throughout these procedures.
- 1.5. The Trust will take full account of the information requirements for collective bargaining purposes as set out in ACAS Code of Practice "Disclosure of Information to Trade Unions for Collective Bargaining Purposes".

2. Authority. The JCC is constituted in accordance with the NHS Terms and Conditions of Service Handbook, Annex 26 and is overseen by the OD&P Management Board to the People and Culture Committee.

3. Membership and Attendance

- 3.1. The Trust side shall be designated by the Chief Executive and will consist of no more than ten people.
- 3.2. All those recognised Staff Side unions listed in the main agreement under paragraph 1 shall have one seat on the JCC, except for UNISON and RCN who will have two seats.
- 3.3. Both sides may co-opt additional members as required, for specific items on the agenda by notice to the Joint Secretaries.
- 3.4. A quorum shall consist of three members of the Staff Side, broadly representative of the full side, together with three members of the Management side.

4. Roles and Responsibilities (not delegated unless otherwise stated)

- 4.1. The Chair shall be held in alternate meetings by the Trust Chairperson and the Staff Side Chairperson.
- 4.2. There shall be Joint Secretaries to the JCC, one from the Management Side and one from the Staff Side, and a secretary to take the Minutes.
- 4.3. Staff Side organisations, through their own procedures, will nominate their representative(s) to the JCC. In the event of a JCC member being unable to attend any meeting, the appropriate Staff Side union may delegate a person to attend in his or her place, and such substitute shall be entitled to take a full part in the proceedings.
- 4.4. On the occurrence of a casual vacancy, a new member shall be appointed by the Staff Side union in whose representation the vacancy occurs and shall sit until the end of the period for which his or her predecessor was appointed.
- 4.5. Full Time Officers of the Staff Side unions recognised by the Trust may attend and participate in meetings of the JCC and will be written into the Proceedings. They must register their intention to attend with the Staff Side Secretary (who will convey this intention to the

Management Side Secretary) by the day before the meeting at the latest. Attendances may be refused should this intention not be registered.

5. Conduct of Business

5.1. **Administration** The Trust shall provide accommodation for meetings and also the cost of the secretarial and administrative support will be borne by the Trust.

5.2. **Frequency** Meetings will be held bi-monthly. A special meeting of the JCC may be called by the agreement of both Chairpersons. The business to be discussed at the special meeting shall be limited to matters stated on the notice summoning the meeting. Notice of meetings will be as long as possible, but it is recognised that on occasions it will be necessary to call meetings at short notice.

5.3. **Notice of meetings** At least ten days' notice in writing shall be given of meetings and agenda items. For this purpose, notice shall be given to the Joint Secretaries as soon as possible of any matter intended to be raised at this meeting.

5.4. **Reporting** The draft minutes of the previous meeting will be circulated to the Joint Secretaries to agree the content. The agreed draft minutes will then be sent by the Trust Secretary to all members of the JCC at least ten working days prior to the succeeding meeting. Minutes of meetings shall also be sent to ex-officio members.

6. Review

6.1. These Terms of Reference will be subject to an annual review. The JCC shall conduct an annual self-assessment on the performance of its duties as reflected within its Terms of Reference.

6.2. As part of this assessment, the Committee shall consider whether it receives adequate and appropriate support in fulfilment of its role and whether or not its current workload is manageable.

Appendix B - Terms of Reference

Negotiating Sub-Committee

Document Change Control				
Date of version	Version number	Type of Revision Major/minor	Description of Revisions	Author
28 Dec 22	1.1	Minor	Format Change, Minor amendments	Ian Crowley

Date Adopted	Jul 2017
Review Frequency	Annual
Terms of Reference Drafting	Deputy Chief People Officer
Review and Approval	CPO and JCC
Adoption and ratification	5 Jan 23

1. Purpose. The Negotiating Sub-Committee (NSC) is:

- 1.1. To act as the forum for detailed negotiation on all matters concerning the pay and conditions of service of staff employed by the Trust, not covered in routine JCC meetings.
- 1.2. To have as agenda items matters which are deemed as matters for specific negotiation outside of JCC, which may include for some policies, pay issues or conditions of service.
- 1.3. It shall also be open to the management side and Staff Side to establish smaller Negotiating Groups to handle issues of pay and conditions of service where these concern a particular staff group. Where such smaller Negotiating Groups fail to agree, or there are issues which affect a wider group of staff, then they must report back to the JCC.
- 1.4. The NSC exists to provide ad-hoc support to the JCC, where matters are urgent and fall between the routine cycle of JCC meetings, or where specialist support is required due to a particular technical or specialist issue.

2. Authority. The NSC is constituted in accordance with the NHS Terms and Conditions of Service Handbook, Annex 26 and is overseen by the Joint Consultative Committee.

3. Membership and Attendance

- 3.1. The Trust side of the NSC shall comprise of at least one Executive Director of the Trust, together with other Executive Directors / Managers nominated by the Chief Executive, to a maximum number of six.
- 3.2. The Staff Side of the NSC will be represented by members selected by and accountable to, the full Staff Side of the JCC using the following criteria
 - 3.2.1. Paying due respect to the representation of existing occupational groups.
 - 3.2.2. There will be no more than six staff side representatives on the NSC, which could include full time officials as agreed by the Staff Side and notified formally to Management representatives via OD&P in advance.
- 3.3. In addition, up to two non-participating observers may attend on each side for training purposes. A quorum shall consist of three members of the Staff Side, broadly representative of the full side, together with three members of the Management side.
- 3.4. A quorum shall consist of three members of the Staff Side of the NSC together with three members of the Management Side. These members shall remain fully accountable to their respective Side. In the event of either side having less than their quorum, the meeting may proceed, but any decisions taken will be ratified at a further NSC meeting where a full quorum from both sides is present.

4. Roles and Responsibilities (not delegated unless otherwise stated)

- 4.1. The NSC will be co-chaired by the Staff Side and the Management Side.
- 4.2. There shall be Joint Secretaries to the NSC, one from the Trust side and one from the Staff Side.

5. Conduct of Business

- 5.1. **Administration** The Trust shall provide accommodation for meetings and also the cost of the secretarial and administrative support will be borne by the Trust.

5.2. **Frequency** Meetings will be held as required, notified by the JCC, and if requested by either Joint Secretary.

5.3. **Notice of meetings** At least five days' notice in writing shall be given of meetings and agenda items. For this purpose, notice shall be given to the Joint Secretaries as soon as possible of any matter intended to be raised at this meeting.

5.4. **Reporting** The draft minutes of the previous meeting will be circulated to the Joint Secretaries to agree the content. The agreed draft minutes will then be sent by the Trust Secretary to all members of the JCC at least ten working days prior to the succeeding meeting. Minutes of meetings shall also be sent to ex-officio members.

6. Review

6.1. These Terms of Reference will be subject to an annual review. The JCC shall conduct an annual self-assessment on the performance of its duties as reflected within its Terms of Reference.

6.2. As part of this assessment, the Committee shall consider whether or not it receives adequate and appropriate support in fulfilment of its role and whether or not its current workload is manageable.

Appendix C - Terms of Reference

Joint Local Negotiating Committee

Document Change Control				
Date of version	Version number	Type of Revision Major/minor	Description of Revisions	Author
28 Dec 22	1.1	Minor	Format Change, Minor amendments	Ian Crowley

Date Adopted	Jul 2017
Review Frequency	Annual
Terms of Reference Drafting	Deputy Chief People Officer
Review and Approval	CPO/CMO and JCC
Adoption and ratification	5 Jan 23

1. Purpose. The Joint Local Negotiating Committee (JLNC) is:

1.1. To agree terms and conditions of service, working arrangements, policies and procedures relevant exclusively to medical and dental staff in the Trust, including arrangements for the application of national terms and conditions of service where these fall within the remit of local negotiation. The Committee will be the only body recognised by the Trust for these purposes.

1.2. The Committee will also be a forum through which the Trust will, where appropriate, formally seek the views of the medical and dental staff on relevant matters, including those which are of wider application to the staff of the Trust. (NB. The Trust's medical staff committee also will play a role in this area)

2. Authority. The JLNC is constituted in accordance with the NHS Terms and Conditions of Service Handbook, Annex 26 and is overseen by the Joint Consultative Committee.

3. Membership and Attendance

3.1. Membership of the Committee shall be as follows:

3.1.1. 8 representatives of medical and dental staff within the Trust nominated by the JCC, broadly representative of the various grades and occupations of medical and dental staff within the Trust. (Staff Side)

3.1.2. 6 representatives of the management of the Trust (Management Side)

3.1.3. A Full-time official of the British Medical Association and/or British Dental Association may attend and participate in meetings.

3.2. Where possible, deputies will be appointed to attend meetings in the absence of the principal member(s).

3.3. The Committee may by agreement invite any other person to attend a meeting of the Committee. Any such invitee will not be eligible to vote nor counted in a quorum.

3.4. The quorum for a meeting shall be 3 members on each side.

4. Roles and Responsibilities (not delegated unless otherwise stated)

4.1. The Committee shall appoint a chairman and vice chairman annually. These positions will rotate between the management and JLNC members annually on a financial year basis.

4.2. The Committee will appoint joint secretaries who will agree agendas (which will be distributed seven days before each meeting) and minutes. The management side secretary will be responsible for administrative arrangements.

5. Conduct of Business

5.1. **Administration** The Trust shall provide accommodation for meetings and also the cost of the secretarial and administrative support will be borne by the Trust.

5.2. **Frequency** The Committee shall normally meet tri-monthly and written notice of the date, venue and agenda shall be circulated in advance. Dates for meetings in the following calendar year will be determined at the last scheduled meeting in each calendar year. A special meeting of the Committee must be called at the written request of three members.

5.3. **Notice of meetings** At least five days' notice in writing shall be given of meetings and agenda items. For this purpose, notice shall be given to the Joint Secretaries as soon as possible of any matter intended to be raised at this meeting.

5.4. **Decisions** The Committee shall decide all matters through agreement between the sides, each side coming to its own position in its own manner. Where this is not possible, failure to agree will be recorded

5.5. **Reporting** The draft minutes of the previous meeting will be circulated to the Joint Secretaries to agree the content. The agreed draft minutes will then be sent by the Trust Secretary to all members of the JCC at least ten working days prior to the succeeding meeting. Minutes of meetings shall also be sent to ex-officio members.

6. Review

6.1. Changes to the constitution may only be made by agreement of the committee. A review of the constitution will occur two years after the date of first agreement.

6.2. The JCC shall conduct an annual self-assessment on the performance of its duties as reflected within its Terms of Reference.

6.3. As part of this assessment, the Committee shall consider whether or not it receives adequate and appropriate support in fulfilment of its role and whether or not its current workload is manageable.

APPENDIX D

TIME OFF AND FACILITIES FOR TRADE UNION REPRESENTATIVES

1. This agreement sets out local arrangements and procedures for time off and facilities for Trade Union Representatives. These arrangements are consistent with the principles agreed between NHS staff and employers representatives nationally, as set out in section 25 of the NHS terms and conditions handbook. In addition, the Trust recognises the legitimacy of the Staff Side representative's role in recruiting and organising Members in order to participate fully in partnership working.

Paid Time off for accredited trade union representatives

2. These arrangements apply to accredited representatives of Staff Side unions recognised by the Trust. Accreditation will only be given to employees of the organisation who have been duly elected or appointed in accordance with the rules of the respective trade unions.

3. Accredited representatives of trade unions will:

- Abide by the rules of their trade union and the policies and procedures of the employing organisation;
- Represent their members on matters that are of concern to the employing organisation and/or its employees.

4. The relevant trade unions will discuss and agree with the Trust an appropriate number of representatives, having due regard to the size and location of the unions' membership and the expected workload associated with the role. Staff Side unions are required to issue written credentials and notify the Human Resources department of the number and location of work groups for which each representative will be responsible.

5. The Trust and Staff Side recognise that it is in their joint interests to agree to regularly defined periods of paid time off, or secondment, because irregular and casual requests for time off have a more detriment impact on workforce planning and the needs of the service. There are therefore two forms of paid time off – normal and defined (or secondment).

Normal paid time off

6. Subject to the needs of the service and adequate notification, accredited Staff Side union representatives are 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:

- Meetings with management and 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;
 - activities associated with trade union membership;

- facilities for trade union representatives;
- machinery for negotiation or consultation or other procedures (e.g. Staff Side meetings, JCC, NSC, OMB).

- Branch, regional or national union meetings which are related to health services and the NHS, and have been agreed in advance as a reasonable use of time proportionate to the individual member.
- Each representative of a Staff Side union may attend up to one annual national conference of the Union.
- 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.
- Meetings to discuss urgent matters relating to the workplace.

7. The expectation is that it is 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 trade union representatives will not be unreasonably refused.

Defined paid time off (or secondment)

8. It is agreed that dedicated paid time off shall be granted to appropriate Staff Side Union members when operating as Staff side Chair or Vice-Chair, or in another agreed formal role. The times allocated will be subject to discussion and agreement with each of the Unions.

9. It is agreed that the Staff Side Chair shall be given 7.5 hours a week dedicated time off for their collective general union duties, and the Staff Side Vice-Chair shall be given 3.5 hours a week. Arrangements for how this time is taken would be determined by agreement between the relevant line manager and the employee that holds the role.

10. Other dedicated time off may be granted to any other formal roles where appropriate and would be subject to the agreement of the relevant line management and the employee, involving the relevant trade union in discussions.

11. The day to day management and pay arrangements of the defined time off, or secondment, shall be agreed through the appropriate or designated Trust line manager.

Training

12. Accredited trade union representatives will be given adequate paid time off to allow them to attend trade union approved training courses or events. Time off should not be regarded as automatic, as the Trust has to take account of the needs of service delivery. However, the expectation is that reasonable requests for paid time off to attend training courses will not be unreasonably refused as long as locally agreed processes are followed.

13. The expectation is that requests for release for training should be made with reasonable notice to the appropriate manager. Any training course should be relevant to their duties approved by their trade union. Local representatives should provide details of the course to local management.

Trades union activities for which unpaid time off will be granted

14. It is the responsibility of the recognised local trade unions to ensure that the time and resources provided in this context are used appropriately.

15. The Trust will give reasonable unpaid time off, during working hours, to enable trade union representatives:

- to attend branch, regional or national meetings of the union which are solely concerned with the internal business and general policy of that union;
- for branch administration;
- to represent union members not employed by the Trust.

16. The Trust will give reasonable unpaid time off, during working hours, to enable trade union members and representatives to attend meetings concerned with the business of that union and to vote in elections for union positions or ballots concerned with industrial relations.

Refusal of time off

17. Time off may be refused for representatives in the following circumstances:-

- unreasonable notice periods given on behalf of the representatives;
- activities which do not fall within any of the categories for paid or unpaid time off listed above;
- activities that are not authorised by the union;
- where reasonable notice has been provided the normal expectation is that time off will not be unreasonably refused unless there are exceptional service needs on the specific days on which the representative has requested the time off,
- where time off has been granted the agreed time off may later be refused if, despite reasonable attempts by management to make other provision for service cover, there have been exceptional changes in service needs since the time off was granted.

Payment arrangements

18. Where time with pay has been approved outside of time when the employee would normally have been at work, the payment due will equate to the earnings the employee would otherwise have received had / she been at work during the time that the activity took place.

19. Where meetings called by management are held on matters covered by paragraph 7 and where staff representatives have to attend outside their normal working hours, equivalent time off in lieu will be granted, or the appropriate payment made.

20. Travelling and subsistence expenses will be reimbursed to accredited representatives who are undertaking approved work in relation to the partnership process and / or joint policy implementations (as listed in paragraph 7).

21. Where a trade union wishes to recompense a representative for loss of earnings for any unpaid time off which has been granted by the Trust, the Trust agrees that it will invoice the trade union for the appropriate time and that they will be paid by the Trust in the normal manner through Salaries and Wages.

Trades union learning representatives

22. Trade Union Learning representatives are accredited by their unions to support organisations in Staff training and development. Such representatives will be granted reasonable paid time off for undertaking these duties and for relevant training.

Health and safety representatives

23. The Safety Representatives and Safety Committee Regulations 1977 provides a legal entitlement for trade union appointed safety representatives to have paid time from their normal work to carry out their functions and undergo training.

Trade Union Equality Reps

24. Trade union equality reps are accredited by their unions to support organisations in meeting the equality duty on behalf of staff and dealing with equality and diversity issues on behalf of their members. These representatives are often given either a general or specific equality remit. Such representatives will be granted reasonable paid time off for undertaking these duties and for relevant training

Physical facilities for trades union representatives

25. The Trust will make available to accredited representatives, for the purpose of carrying out their agreed duties, the following:

- Access to private accommodation, with lockable storage facilities for documentation, appropriate administrative facilities and access to meeting rooms;
- access to internal and external telephones with due regard given for the need for privacy and confidentiality of communications;
- access to appropriate internal & external mail systems;
- appropriate access to the Trust's intranet and email systems;
- access to appropriate computer and photocopying facilities;
- access to notice boards at agreed locations for the display of trade union literature and information;
- access for staff representatives to all joint documents relating to the local partnership process;
- provision of travel expenses or transport to venues to carry out duties associated with partnership working.
- access to available meeting rooms;
- access to appropriate communal areas to run recruitment and membership stalls;
- backfilling of posts where practical. The extent to which practical would inevitably be dependent on such factors as the numbers of representatives needing time off, the work areas that would need to be covered, and the needs of the service.