

Document Details		
Title	Recognition Agreement	
Trust Ref No	1356-53880	
Local Ref (optional)	N/A	
Main points the document covers	This Agreement sets out the commitment of the Trust and recognised Trade Unions to work together in partnership on matters that are of concern to the Trust and/or its employees in order that together we can provide accessible, high quality and cost effective health care to our patients.	
Who is the document aimed at?	Principally Accredited Trade Union Representatives, Leaders, Managers and the HR & Workforce Team It is available for all staff	
Owner	Sara Hayes, Head of HR & Workforce	
Approval process		
Who has been consulted in the development of this policy?	JNP, Managers, HR & Workforce Group	
Approved by (Committee/Director)	HR & Workforce Group	
Approval Date	28/06/2019	
Initial Equality Impact Screening	Yes	
Full Equality Impact Assessment	No	
Lead Director	Jaki Lowe, Director of People	
Category	Human Resources & Workforce	
Sub Category	Workforce	
Review date	30 April 2023	
Distribution		
Who the policy will be distributed to	All staff	
Method	Publication on the Trust internet pages	
Keywords	Recognition, partnership, Trade Union, accredited representative, Health & Safety representative, Learning representative, collective bargaining, collective agreement, negotiation, dispute, facility time, activities, duties.	
Document Links		
Required by CQC	No	
Other	No	
Amendments History		
No	Date	Amendment
1	1 July 2014	Review of the contents and re-formatting of the document to meet Trust guidelines
2	2 July 2017	Extended to October 2017 for further review, agreed by HR and Workforce Group
3	8 December 2017	Extended to end of January 2018 for further review, agreed by HR and Workforce Group
4	28 June 2019	Following review after first 12 months in operation, Trade Union Facility Time Recording form updated and Lead Director amended. No other changes made.
5		

Contents

	Page Number
1. Purpose	3
2. Parties to this Agreement	3
3. Scope	3
4. Definitions	4
5. How we work together	5
6. Topic we agree we will talk about and the approach used	5
7. What happens when we don't agree?	6
8. Accreditation of Union Representatives	6
9. Union-Appointed Roles	6
10. The role of the Staff Side Chair	7
11. The Rights of an Accredited Representative	7
12. Facility time, Pay and Facilities	7
13. Facilities	9
14. Review Process	10
15. Equality Impact Assessment (EQIA	10
16. References	10
Appendix A Our Agreed Approach to all Issues	11
Appendix B Formal Dispute Resolution Procedure	12
Appendix C Notification of Formal Dispute: Dispute Form	13
Appendix D Functions and Role Definitions	14
Appendix E Declaration of Trade Union Facility Time Form	16
Appendix F Parties to this Agreement	17

1 Purpose

- 1.1 Shropshire Community Health NHS Trust (SCHT) Board, managers and Trade Unions share in a commitment to provide accessible, high quality and cost effective health care to our patients. In the interests of both patients and staff, the Trust Board, managers and the Trade Unions will work together in partnership on matters that are of concern to the Trust and/or its employees to ensure the success of the Trust in meeting its aims and objectives.
- 1.2 The Trust recognises the Trade Unions' right and responsibility to represent the interests of their members, to work for improvements in terms and conditions of employment (subject to the relevant national collective agreements), to communicate with their members and to be consulted on matters which affect their members' employment.
- 1.3 The Trust recognises that it is of mutual benefit for employees to be represented by Trade Unions and/or Professional Organisations and encourages membership of a Trade Unions and/or Professional Organisations.
- 1.4 The Trade Unions recognise the right and responsibility of the Trust Board and managers to determine policy and strategy, to plan, organise and manage the activities of the Trust, in consultation with staff, and to communicate with the employees (which includes TU representatives) of the Trust.

2 Parties to this Agreement

- 2.1 This Agreement is made between Shropshire Community Health NHS Trust (the Trust) and the following trade unions:

BDA	The British Dental Association
BMA	British Medical Association
CSP	Chartered Society of Physiotherapy
RCN	Royal College of Nursing
SOCAP	Society of Chiropodists & Podiatrists
Unison/BAOT	Unison/British Association of Occupational Therapists
Unite	Unite the Union, including CPHVA & RCSLT

3 Scope

- 3.1 The Trust recognises all organisations listed above as the sole agents for collective bargaining on behalf of **all employees** who are directly employed by the Trust, whether full time or part time, permanent or temporary.
- 3.2 We all recognise that TU representatives represent the views of their members, and work together as a Staff Side on issues that affect more than one union. The Staff Side Chair, because of their appointment to that position, may occasionally offer their thoughts to non-union-members where there is no local TU representative – however they are not obliged to do so.
- 3.3 This Agreement does not apply to individuals on Very Senior Manager terms and conditions of employment (as those terms and conditions of employment are determined by the Nominations, Appointments and Remuneration Committee NAR) or those individuals employed by agencies or other contractors.

4 Definitions

Accredited Representative	An employee of SCHT who has been duly elected or appointed in accordance with the rules of their respective Trade Union, provided with written credentials and abides by the rules of their trades union and the policies and procedures of the Trust.
Collective Agreement	The document created during a collective bargaining process describing the agreement.
Collective Bargaining	A process through which representatives of management and accredited representatives of recognised trade unions work together with the intention of reaching agreement on local terms and conditions of employment that apply to all relevant staff (not just trade union members).
Consultation	A meaningful process during which management and accredited representatives take the time to have a respectful, transparent and genuine exchange of views, information and opinions with a view to reaching agreement on decisions and their application, before management take the final decision.
Informing	Giving information, for example through meetings with managers, teams, colleagues & employee representatives, notice boards, e-mail, intranet, telephone etc.
Joint Problem-Solving	A process by which participants work together in collaboration to define, analyse, and develop solutions to their problems.
Negotiation	A formal process of debate and discussion between managers and accredited representatives of recognised Trade Unions, on issues such as pay and terms & conditions of employment, the intended outcome of which is joint agreement and joint responsibility to implement that agreement and ensure it works.
Empowerment	The process by which an employee is enabled to take decisions and act in an autonomous way to achieve the objectives set for them.
Union Duties	Matters set out in 'Topics that we agree to talk about and the approach used', supplemented by Table 1: Definitions of Union Duties and Activities below.
Union Activities	Matters relevant to the effective and democratic operation of a trade union set out in Table 1: Definitions of Union Duties and Activities below.
Union Training	Union-accredited training in aspects of industrial relations relevant to the carrying out of an individual's trade union duties.
Facility Time	Agreed time off for accredited representatives to carry out trade union duties and activities and to undertake union training.

5 How we work together

- 5.1 Whatever the issue, we are all committed to talking and working together for the benefit of our patients and staff and the services we provide.
- 5.2 We all recognise that some issues and decisions require a swift response. As soon as an issue is identified we commit that we will talk to each other as soon as practicable.
- 5.3 The way that we have agreed we will approach any and all issues is set out at Appendix A: Our Agreed Approach to All Issues.
- 5.4 For matters which affect more than one Service Delivery Group or department, or affect the Trust as a whole, we will talk to each other using the mechanism of the Joint Negotiating Partnership (JNP) and Joint Local Negotiation Committee (JLNC). Their Terms of Reference are available as separate documents. Both of these groups are sub-groups of the HR & Workforce Group, which itself is a sub-group of the Quality & Safety Committee of the Trust Board.
- 5.5 For matters affecting an individual or a group of individuals within one Service Delivery Group or department, managers will talk directly with the affected staff and the accredited representatives of the relevant recognised Trade Union(s) (or Staff Side Chair in the absence of a relevant rep if agreed with FTO for this union) in line with our agreed approach to all issues. Both the decision-making manager and the appropriate accredited representative will ensure that they notify the Joint Negotiating Partnership for information.

6 Topics we agree we will talk about and the approach used

- 6.1 Any conversation may include the use of several approaches, including informing, consulting, negotiating and joint problem-solving. In particular we will:
- 6.2 *Inform and/or consult upon* (as appropriate) the following examples:
- the Trust's economic situation (i.e. the Trust's income and how we are using it);
 - the Trust's business situation (i.e. what we are doing and how well we are doing it);
 - staff employment prospects;
 - decisions likely to lead to changes in work organisation or contractual relations.
- 6.3 *Consult upon* the following examples:
- health and safety at work matters;
 - all redundancies, particularly in circumstances where it is proposed to dismiss as redundant 20 or more employees at one establishment over a period of 90 days or less;
 - business transfers.
- 6.4 *Consult and/or negotiate upon* (as appropriate) the following examples:
- matters **at Trust level** relating to terms and conditions of employment or agreed meetings, structures and methods for negotiation or consultation - examples include:
 - terms and conditions of employment;
 - policies and procedures affecting the employment of staff;
 - allocation of work (e.g. job grading and evaluation, job descriptions, flexible working practices, work-life balance);
 - matters of discipline;
 - grievances and disputes;
 - facilities for trades union representatives;
 - meetings, structures and methods for negotiation or consultation (e.g. arrangements for collective bargaining, joint consultation, communicating with members, communicating with other accredited union representatives and Full Time Officers)

7 What happens when we don't agree

7.1 If after extensive discussion and consultation, managers and Trade Unions have been unable to reach a collective agreement, there may come a point where it is clear that the outcome of the conversation is:

Failure to reach a collective agreement.

7.2 To help us all find a solution, we will declare the issue to be under dispute in accordance with the formal dispute resolution process and timescales set out at Appendix B. Both parties to the issue are required to complete a Dispute Form (Appendix C) and send it to the Head of HR & Head of HR & Workforce as formal notification of the dispute. The Dispute will not be considered to have been activated until the date listed on the form. The status quo will apply to the issue under dispute from the date noted on the Dispute Form until the end of the internal dispute resolution process – **unless there is an immediate pressing issue that impacts directly on patient Service Delivery**

7.3 At any time it remains the right of an individual trade union to ballot their members for strike action.

8 Accreditation of Union Representatives

8.1 The Trust recognises the right of Trade Unions to elect their own representatives to act on behalf of their members, in accordance with this Agreement.

8.2 The rules and process of election of representatives by each union is a matter for that union to determine.

8.3 Managers do not have the right of veto on an individual being elected as a representative, and there is no requirement for a union representative to seek management permission before standing for election. However, it is expected that both parties speak to each other with a view to reaching a pragmatic agreement about the duties of an elected representative, the potential time commitment (please see Table 1) and how this can be accommodated by the department without adversely affecting patient care or service delivery. This must be considered in conjunction with Trust Equality and Diversity (Everyone Counts) Policy.

8.4 The relevant union regional office must provide the names, contact details and remit of every elected accredited union representative in writing to the Head of HR & Workforce.

8.5 The Head of HR & Workforce's Personal Assistant will maintain a register of accredited representatives and in conjunction with the Staff Side Chair will ensure that their names, remits, unions and contact details are available on the intranet.

9 Union-Appointed Roles

9.1 There are different types of union-appointed roles, each of which plays a very important role in our Trust. These are:

Accredited Union Representative
Union-Accredited Health & Safety representative
Union- Accredited Learning Representative

9.2 The minimum functions of the different types of roles are set out defined in more detail at Appendix D: Functions and Role Definitions.

10 The Role of the Staff Side Chair

- 10.1 In order to facilitate partnership working, the Trust enables the election of a union representative to act as Staff Side Chair.
- The Staff Side Chair is the conduit between the Staff Side and the Trust, is present at JNP Head of HR & Workforce and takes the staff side lead in the development of policies affecting employment terms and conditions.
- 10.2 The rules and process of election of the Staff Side Chair is a matter for the staff side to determine. The timing of the election must be at approximately 6 months before the end of the term of office to enable the individual and the line manager of the substantive role to plan effectively.
- 10.3 The term of office will be 3 years, and there is no limit to the number of terms of office each individual can undertake.
- 10.4 Should an individual's circumstances change and they wish to relinquish the role of Staff Side Chair before the end of the term of office, they would need to discuss this with their manager, the Staff Side and the Head of HR & Workforce.
- 10.4 For their term of office the Staff Side Chair their manager will release them for Staff Side Chair duties for up to 15 hours a week. This will be reviewed every 3 years at the time of election.
- 10.5 The Staff Side Chair may make a claim to the Head of HR & Workforce for work done in this capacity for the equivalent of up to 15 hours per week.
- 10.6 To help with their own organisation and/or for deputising at meetings, the staff side may nominate individuals for other key roles (e.g. Staff Side Vice Chair) as appropriate.

11 The Rights of an Accredited Representative

- 11.1 Action taken by an accredited representative in accordance with this Agreement shall not adversely impact on their employment with the Trust.
- 11.2 In particular there will be no form of victimisation against accredited representatives.
- 11.3 It is a matter for the Head of HR & Workforce (or delegated Workforce team member) to discuss with the relevant Full Time Officer any concerns regarding an accredited representative.
- 11.4 The relevant Full Time Officer will be informed before any disciplinary action is contemplated against an accredited representative.

12 Facility Time, Pay and Facilities

- 12.1 Elected representatives are entitled to different time off (facility time) and payment arrangements for different types of employment relations activity. Managers will release them from their substantive role in order for them to carry out union duties – subject to the delivery of patient care.
- 12.2 All union facility time, whether paid or unpaid, will be recorded by each elected representative using the form at Appendix E and submitted to the Personal Assistant to the Head of HR & Workforce on a monthly basis, to enable the Trust to meet its obligations on the declaration of facility time set out in the Trade Union (Facility Time Publication Requirements) Regulations 2017. The confidentiality of individual members will be maintained at all times.

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- 12.3 Where facility time is paid, payment will be made at the amount the representative would otherwise have received had they been at work. Where union duties are in addition to the normal contracted hours of the individual accredited representative, payment will be made at single time or the equivalent time off given – no overtime pay is applicable.
- 12.4 Where union training is necessary, requests should be made in accordance with the Trust Development & Training Policy, with reasonable notice to the individuals' line manager, giving details of the training and its relevance to their role as an accredited trade union representative. The request will be considered taking account of the needs of service delivery, and will not unreasonably be refused. The relevant trade union is responsible for all course fees and expenses.
- 12.5 Where union activities are requested, those requests should be made with reasonable notice to the representatives' line manager, giving details of the activity and its relevance to their role as an accredited trade union representative. The request will be considered taking account of the needs of service delivery, and will not unreasonably be refused.
- 12.6 Where an accredited representative is requesting time off to attend a relevant annual conference, time off with pay will be given to one delegate per union – although time off and pay for additional delegates may be considered. The request will be considered by the line manager taking account of the needs of service delivery, and will not unreasonably be refused.
- 12.7 There is no right to facility time off for industrial action.
- 12.8 Please see Table 1 overleaf.

Subject	Statutory Definition	Agreement on the allocation of facility time and payment
All functions of a health & safety representative	Duty	Reasonable paid time off is given
All statutory functions of a union learning representative	Duty	Reasonable paid time off is given
Involvement in individual employment relations matters (e.g. disciplinary, grievance, sickness matters)	Duty	Reasonable paid time off is given
Issues the Trust requires union involvement in - as a minimum, these will include the monthly JNP, LNC and the Staff Side JNP Pre Meeting. . Local Service Delivery Group meetings about change or transformation are also union duties, as are matters requiring collective bargaining.	Duty	Reasonable paid time off is given
Meetings with Full Time Officers to discuss issues relevant to the workplace	Duty	Reasonable paid time off is given
Union training in order that the union role can be carried out effectively	Duty	Reasonable paid time off is given
Activities concerned with the internal running or administration of the relevant trade union	Activity	Unpaid time off is normally granted
Attendance at Branch or Area union meetings	Activity	Unpaid time off will be considered
Attendance at union regional or national meetings or Committees	Activity	Unpaid time off is normally granted
Attendance at Annual Conferences (usually one delegate per union)	Activity	Reasonable paid time off is normally granted
Industrial Action	Activity	Unpaid time off only
Recruitment of members	Activity	Unpaid time off is normally granted

Table 1: Definitions of Union Duties and Activities**13 Facilities**

- 13.1 The Trust will ensure that accredited representatives are provided with appropriate office space, secure storage, furniture, computers, telephones, noticeboards and copying/printing equipment.
- 13.2 Accredited representatives are responsible for ensuring the proper use of these facilities and resolving any issues in relation to space allocation between unions.
- 13.3 Reasonable costs associated with union facilities will be met by the Trust.

14 Review Process

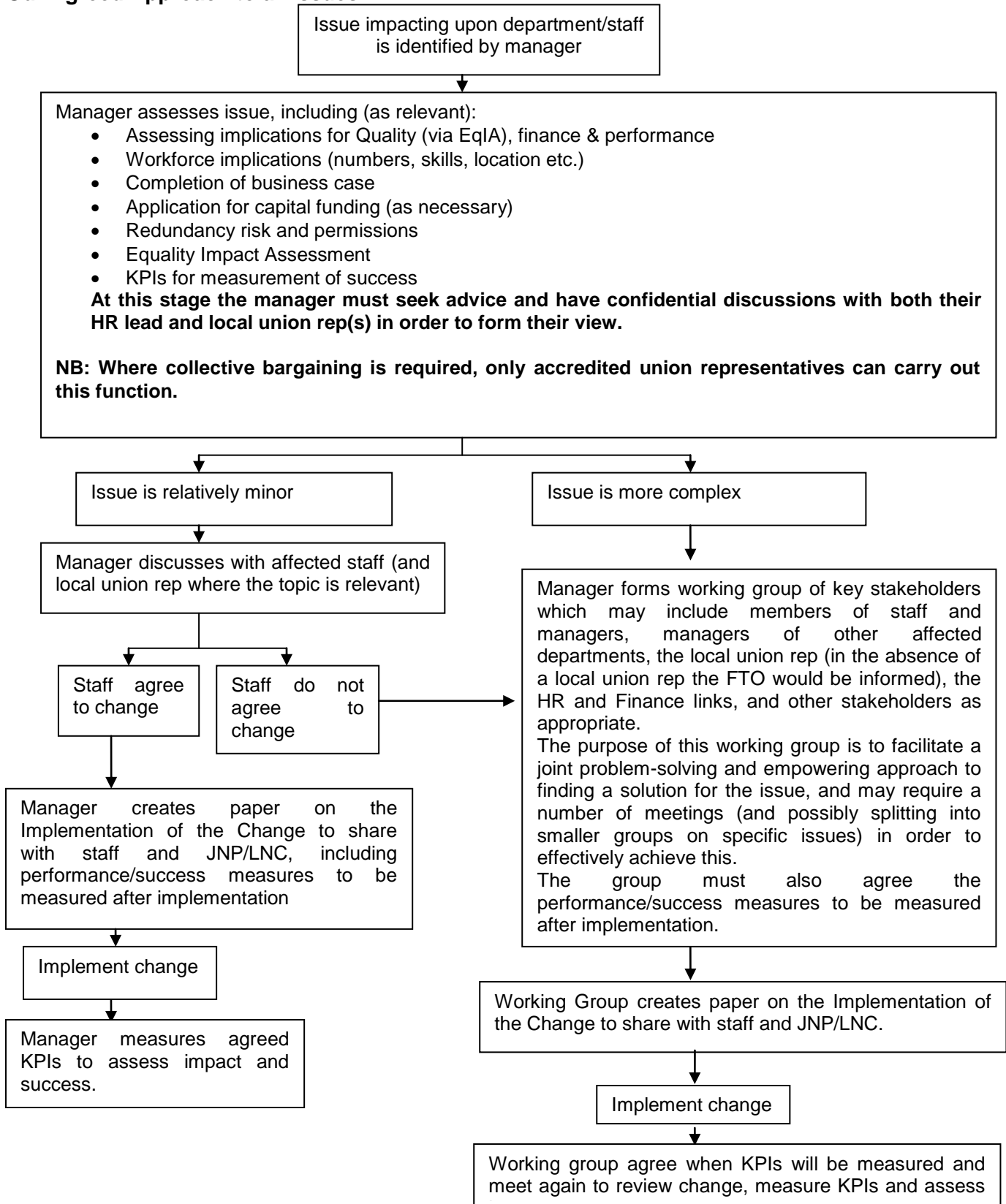
- 14.1 The Trust will review this Agreement every 5 years. As this is a new way of working we will review the overall approach after 12 months.

15 Equality Impact Assessment (EQIA)

This Agreement applies to all accredited representatives equally and does not discriminate positively or negatively between protected characteristics.

16 References

AFC Section 25
Recognition Agreement from Gloucester hospitals
CIPD ER information
Employment Relations Institute
ACAS Employee Comms & Consultation
ACAS Code of Practice Time off for Trade Union Duties and Activities
Safety Representatives and Safety Committees Regulations 1977
Trade Union (Facility Time Publication Requirements) Regulations 2017

Our Agreed Approach to all Issues

Advice is available from HR, unions, professional associations and other expert sources throughout

Some issues may require speed in order to address an urgent patient care or business need.

Where matters are confidential, or commercial in confidence, those involved will be expected to respect those caveats until such time as it is clearly agreed otherwise.

Formal Dispute Resolution Process

We will work to resolve the dispute together as follows:

At a Stage 1 – The Head of HR & Workforce's Personal Assistant will ensure that a meeting is arranged that is **jointly-chaired** by the level of management above the manager and an accredited representative of the main union involved in the issue (or the Staff Side Chair if it involves all unions) – with the common purpose of finding a resolution. The meeting will also include representatives of the people so far involved in the issue (management, HR and trade union as appropriate).

A Dispute will be activated from the date listed on the Dispute Form (Appendix C).

We all aspire to ensure that the (first, if there are more than one) Stage 1 meeting takes place as soon as practical but no longer than within 4 weeks of the formal dispute being made to the Head of HR & Workforce.

The aim of discussion at Stage 1 is to explore the issue again with fresh eyes to identify whether a pragmatic agreement can be reached.

At a Stage 2 – If after discussion at Stage 1, agreement still cannot be reached, the joint-chairs of the Stage 1 meeting will escalate the issue to Stage 2 by completing a further Dispute Form and sending it to the Head of HR & Workforce.

The Head of HR & Workforce's Personal Assistant will ensure that a meeting is arranged that is **jointly-chaired** by the Head of HR & Workforce and a relevant Full Time Officer – with the common purpose of finding a resolution. Where there is more than one union involved the unions will agree who is the lead union. If there is no agreement then the Staff Side Chair will decide. The meeting will also include the chairs of Stage 1.

Stage 2 of a Dispute will be activated from the date listed on the second Dispute Form (Appendix C).

We all aspire to ensure that the (first, if there are more than one) Stage 2 meeting takes place within 4 weeks of the date listed on the second Dispute Form.

The aim of discussion at Stage 2 is to continue to explore the issue again with fresh eyes to identify whether a pragmatic agreement can be reached, knowing that this is the last opportunity to do so internally

If after discussion at Stage 2, agreement still cannot be reached, management may impose their view on the issue or, with the agreement of both parties, ACAS may be asked to assist the parties in finding a resolution and the issue moves into a Stage 3 dispute.

At a Stage 3 – A Stage 3 Dispute is ACAS conciliation.

The Head of HR & Workforce and Staff Side Chair will jointly contact ACAS within 2 working days of failure to reach an agreement at Stage 2.

The timescales for the first conciliation meeting, the expected timing for the resolution of the issue and the composition of the discussion group should all be discussed and agreed by ACAS, the Head of HR & Workforce and Staff Side Chair.

SHROPSHIRE COMMUNITY HEALTH NHS TRUST**Notification of Formal Dispute****Nature of Dispute**

Description of overall Issue:	
Please explain whether this issue applies to staff that are Trust wide, within a specific Service Delivery Group, Department or staff group (please detail):	
Trade Union (s) involved:	
Date Dispute Lodged:	
Dispute Stage: (Please tick)	Stage 1 <input type="checkbox"/> Stage 2 <input type="checkbox"/> Stage 3: <input type="checkbox"/> (only with the agreement of all parties)

Give brief but specific details of the nature of your dispute, what has been done to try and reach a resolution and what the key sticking points are: (Please attach any supporting information to the Form)	
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Name & Title of

Management Lead:	Trade Union Lead:

Please send form to Head of HR & Workforce

Functions and Role Definitions

Accredited Representatives

Accredited representatives represent their members in accordance with the rules of their trade union, on matters that are of concern to the Trust and/or its employees. The Trust recognises that each trade union will have its own statement of role for their representatives, but for clarity it is agreed that as a minimum the functions of an accredited representatives are:

- Communicating, consulting and negotiating with Trust managers as appropriate;
- Responsibility to and for a particular group of union members within the Trust;
- Communicating and consulting with members as appropriate;
- Participating in employee relations matters such as change management, policy discussion;
- Engaging in discussions on matters falling within the scope of this agreement (whether at a departmental or Trust-wide level) though the most appropriate forum (e.g. Service Delivery Group or Trust level conversations);
- Representing individual members on grievance, disciplinary and other employee relations issues;
- Meeting with other representatives and/ or Full Time Officers on matters provided for in this Agreement;
- Supporting the organisation with recruitment of new union members
- Undertaking appropriate regional or national duties/activities;
- 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;
- For Health & Safety Representatives, attendance at specific meetings and normal H&S duties as appropriate;

Other functions may be undertaken as determined by the Staff Side.

Union Appointed Health & Safety Representatives

Whilst still working in partnership, Union-appointed Health & Safety representatives have very different roles from accredited union representatives. They are independent of management and are there to represent the interests and concerns of their co-workers and respond on their behalf. Their role is enshrined in the Safety Representatives and Safety Committees Regulations 1977. They can:

- Represent employees generally and when you consult them about specific matters that will affect the health, safety and welfare of the employees, including the health and safety consequences of the introduction of new technology;
- Make representations on potential hazards and dangers;
- Represent employees when Health and Safety Inspectors from HSE or local authorities consult them;
- Receive legal and technical information from the Health and Safety Executive or local authority inspectors
- Receive information from the Trust to enable them to carry out their functions;
- Investigate accidents, near misses, and other potential hazards and dangerous occurrences in the workplace;
- Investigate complaints made by an employee they represent about their health, safety or welfare in the workplace;
- Present the findings of investigations to the Trust;
- Carry out health & safety inspections of the workplace;
- Attend Health & Safety Committee meetings as a representative of all employees;

Union Learning Representatives

The role of a Learning Representative is different to either an accredited representative or a Health & Safety representative. Union Learning Representatives promote the value of learning, support learners, arrange learning/training and support workplace learning centres to embed learning in the workplace. The statutory functions of a Union Learning Representative are:

- Analysing learning or training needs;
- Arranging and supporting learning or training;
- Consulting the employer about carrying out any such activities;
- Preparation to carry out any of the above activities.

Declaration of Trade Union Facility Time

Name:

Personal No:
(8-digit number)

Contracted Hours per week:

Trade Union:

Month of claim:

I declare that I have spenthours carrying out paid^① union duties or activities. Of these paid hours, I declare I have spenthours attending conference.

I declare that I have spenthours carrying out unpaid^② union duties or activities.

I certify that this form is an accurate record of my union facility time in accordance with the Shropshire Community Health Trust Recognition Agreement.

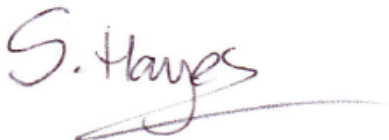
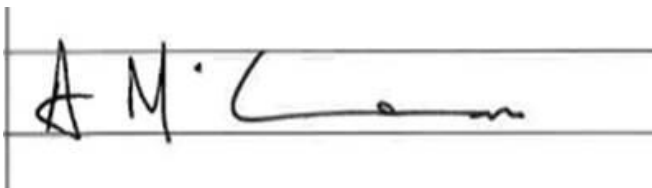

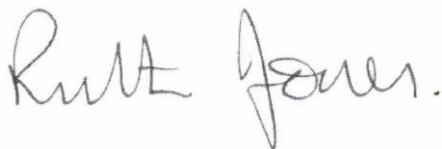
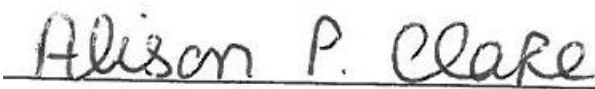

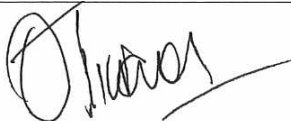

Signed:

Date:

^① All functions of a health & safety representative; All statutory functions of a union learning representative; Involvement in individual employment relations matters (e.g. disciplinary, grievance, sickness matters); Issues the Trust requires union involvement in - as a minimum, these will include the monthly JNC and its pre-meet and local SDG meetings about change or transformation are also union duties, as are matters requiring collective bargaining; Meetings with Full Time Officers to discuss issues relevant to the workplace; Union training in order that the union role can be carried out effectively; Attendance at Annual Conferences (one delegate per union)

^② Activities concerned with the internal running or administration of the relevant trade union; Attendance at Branch or Area union meetings; Attendance at union regional or national meetings or Committees; Industrial Action; Recruitment of members

Parties to this Agreement

Signed on behalf of	Signatures	Date
the Trust		13/4/2018
BDA		4/4/2018
BMA		4/4/2018
CSP		19/3/2018
RCN		5/4/2018
SOCAP		5/4/2018
Unison/BAOT	 OPINDER TIWANA REGIONAL ORGANISER	4/4/2018
Unite/CPHVA/R CSLT		9/3/2018