

Document ID **96**

Version **3**

Document Name **Agreement on Recognition and Partnership Working**

Type Human Resources

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Date adopted 01-Jan-10

Review Date 01 August 2012

Responsibility for Review HR Manager

Approved by:

Executive Board

AGREEMENT ON RECOGNITION AND PARTNERSHIP WORKING

**Reviewed by Policy Group and agreed at the Staff Partnership Forum:
17 January 2008**

Reviewed by Policy Group August 2010

Approved by PCT Board 31 January 2008

Approved by SPF August 2010

Approved by EB January 2010

AGREEMENT ON RECOGNITION AND PARTNERSHIP WORKING

Introduction

This agreement covers the joint recognition and partnership arrangements in place between the PCT and the relevant staff associations and trade unions.

1 Principles

- 1.1 The foundation of this agreement is a commitment by the PCT and staff organisations to collaborative working, for the greater good and success of the local health economy and the employee relations that underpin it. The long-term success of the partnership requires a high level of trust and shared understanding between all the parties. The timely sharing of relevant strategic and operational information, open communications and the commitment to joint working are essential to building and sustaining such trust.
- 1.2 The parties will work together to develop, agree and implement policies to ensure a consistent and progressive approach to key employment issues and practices that (i) assures staff of supportive, fair and equitable treatment, (ii) addresses their interests and concerns, (iii) develops their contribution to the continuous improvement in services and the successful implementation of organisational change, and (iv) are underpinned by the principles of AfC.
- 1.3 The parties recognise that this agreement forms part of a wider shared commitment to the genuine involvement of all staff as an essential element in the successful delivery and improvement of high quality health care.
- 1.4 This agreement establishes a framework of joint arrangements for the provision of information and the conduct of consultation and negotiation between management and staff representatives in order to promote and sustain harmonious and constructive employee relations.
- 1.5 This agreement includes detailed arrangements for the following
 - Section A - Recognition of Staff Associations and Trade Unions
 - Section B - Facilities for representatives
 - Section C - The constitution of the staff partnership forum (SPF)
 - Section D - Staff side constitution

Section E - Terms of reference of SPF policy group
Section F - Staff involvement policy

Review and amendment

The Oxfordshire PCT Staff Partnership Forum will be the body responsible for the review and amendment of this Agreement. The first formal review shall be undertaken no later than October 2008.

SECTION A.

Recognition

1. GENERAL PRINCIPLES AND SCOPE

- 1.1 The PCT acknowledges the right of recognised staff organisations to represent the interests of their members both individually and collectively.
- 1.2. The PCT recognises that such representation and the wider involvement of trade unions and their representatives is to the mutual benefit of the PCT and staff, and will encourage employees to belong to a recognised trade union.
- 1.3 The trade unions recognise management's responsibility to plan, organise and manage activities according to the objectives set by the PCT Board.
- 1.4 All parties to this agreement have the common objectives of:
 - i. Ensuring the efficiency and success of the organisation for the benefit of all.
 - ii. A commitment to promote and sustain harmonious and constructive employee relations.
 - iii. Achieving the above objectives by joint negotiation, consultation and communication.
- 1.5 Executive Directors are not covered by this agreement in respect of the negotiation of pay and conditions of service
- 1.6 This agreement does not extend or replace any existing agreement other than to the extent that a national agreement provides local discretion so to do.

2. RECOGNITION BY THE PCT OF STAFF ORGANISATIONS

- 2.1 For the purposes of this agreement recognised staff organisations in the NHS are those listed as follows

British Association of Occupational Therapists (BAOT) British Dental Association (BDA)

British Dietetic Association (BDA)
British Medical Association (BMA)
Chartered Society of Physiotherapy (CSP)
Royal College of Nursing (RCN)
Society of Chiropractors and Podiatrists (SoCP)
UNISON including Management in Partnership
UNITE
Community and District Nursing Association (CDNA)
GMB
Prison Officers Association (for Prison Health care staff
under TUPE arrangements only)

- 2.2 The recognition of these organisations is subject to their continuing to have membership in the PCT. The trades unions will, if requested by management, provide evidence of membership to an agreed third party, who will confirm the continuing employment or otherwise of members to management.
- 2.3 The employer will only consult and negotiate with these staff organisations and will not extend recognition to any other organisation for staff employed without prior consultation with the staff side partners.
- 2.4 The recognised staff organisations agree to resolve any problem occurring within or between them, which do not directly involve the employer without any actions or constraints being placed upon the employer or the provision of its services.

3 RECOGNITION OF STAFF REPRESENTATIVES

- 3.1 Each staff organisation shall inform Head of Human Resources annually of the number of all local representatives and officers having regard to the national rules of the organisation, the size of its membership in the PCT, the number and location of staff groups for which each representative will be available, and the number and location of existing accredited representatives.
- 3.2 Each staff organisation shall notify Human Resources promptly in writing when local accredited representatives and/or their substitutes are appointed, when changes are made to the constituency for which the

representative will be available and when the period of office expires without being renewed.

- 3.3 Human Resources shall notify the appropriate Line Manager promptly in writing of the appointment of a representative, and will draw their attention to the need to support and facilitate the role
- 3.4 A full time or branch officer of the relevant staff organisation shall discuss any concerns the employer may have with regard to the appointment or continuing accreditation of a representative, according to the national rules of each trade union.
- 3.5 Recognition will automatically cease for a representative:
 - i. on leaving the employment of the PCT
 - ii. on ceasing to be a member of the staff organisation concerned
 - iii. on being transferred from the constituency for which s/he was accredited.
- 3.6 Action taken by staff representatives in the proper performance of their trade union duties in accordance with this agreement shall not in any way affect their employment with the PCT.
- 3.7 No staff representative shall be subject to disciplinary action until all reasonable attempts have been made to discuss the circumstances with the local branch secretary or full time official of the staff organisation. These officers will be informed of suspension from duty of a staff representative.

4. FUNCTIONS OF STAFF REPRESENTATIVES

- 4.1 For the purposes of this agreement the functions of recognised staff representatives are as follows:
 - i. To represent the interests of members of their organisation in their constituency both individually and collectively.
 - ii. To undertake industrial relations duties, to be informed, consulted and to negotiate within the policies of their organisation and those of the PCT, on behalf of their members.
 - iii. To sit, where elected or nominated, as a staff side member on SPF
 - iv. To communicate and work collaboratively with management, other representatives or full-time officers on matters covered by this agreement.
 - v. To represent individual members in grievance and disciplinary matters in accordance with the relevant procedure.

- vi. To seek, with management, to ensure that agreements are observed and differences settled as speedily as possible.
- vii. To seek membership among employees in their constituency.

5. JOINT CONSULTATION AND NEGOTIATION

5.1 A joint committee known as the Oxfordshire PCT Staff Partnership Forum (SPF) will form the principal body for the exchange of information, consultation and negotiation and for making recommendations to the PCT Board and staff organisations unless power to decide has been formally delegated to the Forum. The constitution of the SPF is detailed in Section C of this agreement.

5.2 The parties recognise that negotiation on AfC Pay and Terms and Conditions of Service is currently carried out at National level except where this has specifically been delegated to local level. It will be the responsibility of PCT Union/Management Partnership to negotiate such matters through a sub group of the SPF.

5.3 The existence and operation of the SPF shall not prejudice the right of any recognised staff organisation to negotiate directly on any appropriate subject.

- i. Matters which are lawfully the concern of the employer or staff organisation only
- ii. The normal channels of communication and everyday relations between the employer, its managers and individual members of staff. This will not replace the commitment of managers to actively communicate with staff organisations.
- iii. The normal operation of disputes, grievance, disciplinary and capability machinery and issues of individual matters. (However monitoring and reviewing the application of such procedures will be legitimate subjects for discussion.)

5.4 In matters of any doubt as to whether items are appropriate for reference to any forum, the issue should be discussed and agreed between the relevant staff and management side representatives.

6 DISCLOSURE OF INFORMATION

6.1 The employer accepts the general duty placed on them by the Trade Union and Labour Relations (Consolidation) Act 1992 to disclose information for the purpose of collective bargaining.

6.2 The staff side chair of the SPF or an individual trade union may at any time make a written request to the management side secretary for

disclosure of any such information as may be necessary to allow staff organisations to adequately represent their members' interests, indicating the nature of the information, to whom it will be disclosed and the reasons.

- 6.3 The employer and the staff organisations shall have regard to the ACAS Code of Practice on the Disclosure of Information to Trade Unions for Collective Bargaining Purposes and undertake to ensure that there is no unwarranted or unjustified failure to abide by it in relation to the bargaining arrangements specified by this method.

SECTION B

Facilities for representatives

Time for Duties and Activities

1. General

- 1.1 Recognised staff representatives will be given reasonable time during normal working hours for the proper performance of their duties, trade union activities and training under the terms of this and any other relevant formal agreements.
- 1.2 All requests for such time shall be made in advance to the relevant manager giving the general reason for the request, and the expected period of absence. Reasonable prior notice should be given having regard to the demands of the service, including making arrangements to cover the representative's work. (see Section 2.6 for further details).
- 1.3 Management shall not unreasonably withhold their consent to these requests. In such cases clear reasons must be given and an alternative, more convenient time agreed. The employer undertakes to facilitate adequate paid time and where there are difficulties with this they will be discussed with the relevant Manager by a representative of Human Resources and involving the appropriate Branch or Full Time Officer.

2. Time for Employee Relations Duties

- 2.1 Reasonable time without loss of earnings and with cover will be granted to undertake duties concerned with matters of joint concern between the employer and the staff organisations, as defined by s.178 (2) of the Trade Union and Labour Relations (Consolidation) Act 1992, and including such matters as:
 - i. Terms and conditions of employment or physical conditions in which staff are required to work
 - ii. The allocation of work, or the duties of employment as between staff or groups of staff
 - iii. Matters of discipline and grievance
 - iv. Staff organisation membership or non-membership, including participation in the employers' formal induction programmes and the recruitment of representatives.
 - v. The machinery for negotiation or consultation and other agreed procedures
 - vi. Health and safety matters

2.2 The duties in connection with these matters will include:

- i. Representing the members of their Trade Union within their constituency on an individual or a group basis.
- ii. Investigating complaints or expressions of concern, which their members raise with them.
- iii. Ensuring that all agreements between management and Trade Unions are adhered to
- iv. Organising and meeting a group of their members in work time to discuss a specific matter relating directly to the employee relations with the relevant employer.
- v. Meeting with other recognised representatives or full time officials on matters covered by this and other relevant agreements.
- vi. Attending meetings of the Oxfordshire Staff Partnership Forum, (SPF), the Oxfordshire PCT Health and Safety Committee any other joint committees or working groups sanctioned by the employer or the SPF.
- vii. Preparing for negotiations, informing members of progress, explaining outcomes and preparing for meetings, including for example, to represent an individual at a disciplinary hearing or relevant Employment Tribunal or regulatory body hearing.
- viii Undertaking the duties of a Health and Safety representative if so designated.
- xi Appendix 1 sets out the Time Off with Paid substitution arrangements for Trade Union Officers and Trade Union duties. This appendix also covers other representatives such as the job evaluation representative and stewardship. This appendix will be reviewed in December 2010 to allow for developments with TCS etc.

2.3 Recognised staff representatives shall not suffer any loss of remuneration as a consequence of carrying out their duties in accordance with this agreement. Their pay shall be calculated as if they had performed the duties of their substantive post during the relevant period.

2.4 Management will endeavour to arrange meetings with staff representatives when they are on duty, and do not unfairly disadvantage part-time staff and staff working shifts, including nights. There shall be an adequate rest period between the shift worked and the meeting

whenever possible and due consideration will be given to amending shift rotas to facilitate the meetings.

- 2.5 The PCT will reimburse expenses for travel, subsistence and other out of pocket expenses necessarily and reasonably incurred by staff representatives in connection with meetings arranged at the initiative of the PCT.
- 2.6 A trade union representative requesting time off to perform trade union duties shall, on each occasion;
 - 2.6.1 state the purpose of the time off
 - 2.6.3 state the intended location of the duties;
 - 2.6.4 indicate the timing and expected duration of the time off required;
 - 2.6.5 provide written details if requested to do so;
 - 2.6.7 complete a time off card which should be signed and approved by the line manager, see Appendix 2;
 - 2.6.8 It is recognised that on some occasions, the need to maintain confidentiality will overrule some of the above detailed requirements;
 - 2.6.9 Where a Trade Union Representative is seeking time off on a regular basis to attend scheduled committee meetings, the employee concerned shall provide a list of the dates of such meetings to the line manager. This information will enable the frequency, timing and duration of such meetings to be established which will assist in the planning of time off requests. In each case however, time off shall be subject to approval at the appropriate time. Where prior approval has been given for time off to attend scheduled meeting and approval is subsequently withdrawn, the reason for the decision will be fully explained to the Trade Union Representative concerned and recorded in writing.

3. Trade Union Activities

- 3.1 Recognised staff representatives may be granted reasonable time off without pay to participate in trade union activities such as regional or national meetings which are not directly relevant to the employer. However, consideration will be given to providing time off with pay where involvement in these activities may be of benefit to the employer, employee and/or the individual. The employer undertakes to facilitate adequate paid time and where there are difficulties with this they will be discussed with the relevant Manager by a representative of Human Resources and involving the appropriate Branch or Full Time Officer.

4. Annual Conferences and Training

- 4.1 The PCT will grant reasonable paid leave, but not associated expenses, for at least one delegate of each staff organisation represented on the SPF to attend the national annual conference of their organisation.
- 4.2 All requests for such leave should be made in writing using normal study leave procedures, at least one month prior to the conference to the appropriate manager.
- 4.3 The PCT will grant reasonable leave with pay during working hours and cover, where possible, but not fees or associated expenses, for recognised representatives to undertake necessary training approved by the TUC or the relevant staff organization, which may include:
 - a. Initial basic training in negotiating and representational skills
 - b. Training concerned with industrial relations
 - c. Training concerned with Health and Safety
- 4.4 Representatives will be paid, and any fees and associated expenses met by the PCT in accordance with the appropriate terms and conditions of employment, where they attend training events organized by the PCT to further good employee relations.

5. Time for members to take part in trade union activities

- 5.1 Employees who are members of recognised staff organisations will be given time with pay to enable them to take part in elections for workplace and branch representatives normally on an annual basis. Meetings for these elections must be agreed in advance with the appropriate manager and agreement will not be unreasonably withheld.
- 5.2 Reasonable time with pay may be granted for any other purpose that is considered to be in the interests of improved employee relations, for example, work place consultations between trade union officials and their members.
- 5.3 Permission will normally be granted for the recognised staff organisations to use the workplace premises to hold a ballot of their members where a ballot is either required by legislation or otherwise mutually agreed. This will be subject to the needs of the service and notice being given as far in advance as possible.

6. Other facilities

- 6.1 The employer will make the following facilities available to recognised staff organisations and their recognised representatives to carry out their functions effectively in accordance with this agreement:

- 6.2 Representatives shall have access to the local workplace and management to make representations on behalf of their staff organisation or its members.
- 6.3 The employer will ensure that representatives have reasonable access to a room or dedicated workspace with lockable storage and a telephone to enable them to carry out their duties in privacy. Such facilities may be provided on a shared basis to the recognised staff organisations.
- 6.4 The employer will allocate notice board space at agreed major locations for the sole use of Trade Unions if required. Any notice exhibited elsewhere on an employer's premises must be with the prior consent of management.
- 6.5 Access for representatives to meet with their members will not be unreasonably refused subject to operational requirements. This will require co-operation and flexibility on both sides to ensure that representatives have access to suitable rooms for meetings with their members or with other representatives.
- 6.6 Wherever possible, the employer will provide suitable rooms for meetings with members and facilities to be used for branch meetings, educational or professional purposes, provided that these are held at reasonable times to be agreed.
- 6.7 Requests for meetings of members during working hours should be made to the appropriate workplace manager, giving the general reason for the meeting, the intended location and the expected duration. A reasonable period of notice should be given and permission will not be unreasonably withheld.
- 6.8 Where a manager does wish to defer the time or date of a meeting, clear reasons shall be given and a mutually convenient time agreed.
- 6.9 The employer will agree, having regard to the resources available at each appropriate workplace, the reasonable use of the internal and external post systems, stationery, photocopying, fax, Internet and e-mail facilities, bleeps or pagers to enable staff representatives to carry out their functions efficiently and effectively in accordance with this agreement. The use of Internet and e-mail shall be subject to the relevant policies for the use of these services.
- 6.10 Representatives shall have access to all PCT policies and procedures, copies of national agreements, etc. relevant to their members.

SECTION C

Staff Partnership Forum

1. Overall Purpose and Scope

1.1 The Forum is established under this Agreement as the principal body for the provision of information and the conduct of consultation and negotiation between the employer and the recognised staff organisations on all matters of direct and shared interest to staff, including:

- All Terms and conditions of employment (except where agreed nationally)
- Legislation affecting the staff of the employing organisations
- NHS and PCT strategy and policy which may have an impact on staff
- Facilities for trade union representatives
- Recommendations to assist in the resolution of disputes
- Health, Safety & Welfare

1.2 No individual cases shall be considered by the Forum.

1.3 The Forum shall receive regular reports on the proceedings of the Policy sub group, any Sub-Committees, and the minutes of the Oxfordshire PCT Health & Safety Committee.

2. Membership

2.1 The Forum shall have a proportional representation of recognised Trade Unions.

2.2 The Trade Union representatives shall be nominated by the recognised trade unions, with a minimum of one seat for each recognised organisation. The remaining seats shall be allocated in accordance with the procedure adopted by the Trade Unions for this purpose, having regard to the size of their membership in the PCT.

2.3 All staff representatives (or their substitutes) shall be employees of the PCT.

2.4 The full-time officers of the recognised Trade Unions shall have the right to attend Forum meetings as participating observers at the invitation of local representatives.

- 2.5 The employer representatives shall comprise the Chief Executive, Director of Community Health, Director of Finance, Head of Workforce and Head of Human Resources or representative.
- 2.6 A substitute member (deputy) shall be treated in all respects as a full member of the Forum when acting in such a substitute capacity.
- 2.7 Either side may arrange, by agreement of the Joint Secretaries, for the attendance, in a non-voting capacity, of other NHS or Social Care or staff organisation representatives and members of management or their advisers, for specific agenda items, where it would be helpful to the business under discussion.

3. Procedural Arrangements

Chairing meetings

- 3.1 The employer and staff organisations shall both appoint a chair from among their respective representatives. The Chair shall alternate between two persons. If the regular nominee is absent, the committee shall elect a chairperson from those employers or staff organisations present as appropriate who will preside at that meeting.

Conduct of meetings

- 3.2 There shall normally be four quarterly meetings of the SPF each year. These meetings should not be cancelled or changed other than in exceptional circumstances by joint agreement giving five working days notice.
- 3.3 Additional meetings of the Forum to consider matters of particular urgency may be called with the agreement of the Joint Secretaries together with the Chair and Vice Chair giving a minimum of 5 working days notice.
- 3.4 The meetings are not open to the public or staff.

Joint Secretaries to the Forum

- 3.5 Human Resources will provide the Employers' Side Secretary and the Employees' Side shall nominate one of their representatives to act as their Secretary.
- 3.6 The Joint Secretaries will be responsible for agreeing agenda items, in advance, and afterwards, the minutes of each meeting. They will also be expected to ensure that wherever possible any matters are resolved without the need to make reference to this Forum.

Agendas & Minutes

- 3.7 An agenda and supporting papers shall be sent out not later than five clear working days before the meeting to which it relates unless in exceptional circumstances different arrangements are agreed between the Joint Secretaries.
- 3.8 Minutes, agreed between the Joint Secretaries (and subject to approval at the next meeting) will be sent out within 10 working days of the meeting.
- 3.9 The Joint Secretaries will be responsible, where necessary in consultation with the relevant employing and staff organisations, for resolving wherever possible whether an item is the proper business of the Forum. In the absence of agreement the matter shall be referred to the SPF.

Decision making

Quorum

- 3.10 The quorum shall be three members from the Employers' Side and three staff representatives, representing 3 Unions. In the absence of a quorum, the items for consideration will be the first to be considered at the next ordinary meeting.
- 3.11 In the absence of a meeting being quorate any urgent matters will be resolved by an extra ordinary SPF or with agreement by a virtual quorate SPF.

Agreement

- 3.12 Any formal agreement made between both sides will be set out in writing and signed by the Joint Chairs. Any such agreement will be treated as a recommendation to the PCT Board and will require approval by that organisation. If such endorsement is not forthcoming the Chief Executive will report back to the Staff Side Chair and subsequently to the Staff Partnership Forum.

4. Sub-Committees

- 4.1 The main sub committee of the SPF is the SPF policy group which is responsible for joint development and updating of policies to meet legislative and organisational requirements. The constitution of this group is detailed in section F
- 4.2 Where matters of particular interest to the Forum require more detailed consideration, it shall be empowered to establish further sub-committees of a size and duration to be determined, to consider the issues involved and report back within agreed timescales to the Forum.

5. Amendment of this Constitution

- 5.1 This constitution may be varied at any quorate meeting of the Forum or at a special meeting called for the purpose, provided that notice of the terms of the proposed amendment has been circulated to each member organisation at least 28 working days before the meeting.

SECTION D

Constitution of staff side of SPF

1. Introduction

- 1.1 This details the constitution of the staff side representatives of the Staff partnership Forum. Only those Trade Unions party to the Agreement on Recognition and Partnership Working will be members of the accredited staff side

2 Objectives

- 2.1 To establish and maintain collective bargaining arrangements on all matters relating to terms and conditions with the Trust
- 2.2 To monitor and maintain all agreements and policies with the Trust
- 2.3 To ensure the application of any appropriate National Agreements
- 2.4 To be responsible for representing the collective interests of all of the trade unions party to this constitution
- 2.5 To appoint a staff partnership forum of a maximum of 18 representatives from the full accredited staff – side representatives
- 2.6 To receive reports and recommendations from the SPF and determine the collective view of accredited staff side representatives
- 2.7 To maximise trade union membership
- 2.8 To promote Health , Safety and Welfare at work
- 2.9 To seek to ensure equality of treatment of all staff and to work for the elimination of discrimination on the grounds of race, gender, religion, sexual orientation, disability or any other cause

3. Membership

- 3.1 Any accredited staff side representative is entitled to attend the staff side pre-meet before SPF meetings
- 3.2 Any person who is no longer accredited rep for their Trade Union shall cease to be a member of the accredited staff side or to represent staff side on any committee or sub-group.
- 3.3 Full time officers of any Trade Union party to this constitution may attend the accredited staff side pre-meet and the SPF in an ex-officio capacity if invited by their representatives.

- 3.4 Any Trade Union which fails to send an accredited rep for four consecutive SPF meetings will have their seat reviewed by staff side.
- 3.5 Accredited staff side reps who do not attend the pre-meet may only speak at the joint meeting with agreement from the staff side chair
- 3.6 Wherever possible agreement will be reached by consensus. However if absolutely necessary a vote will be taken. The Chair has full voting rights but no casting vote
- 3.7 Where agreement cannot be reached at the pre-meet, the accredited staff side reps may request postponement of that issue at the SPF meeting

4. SPF and sub- committees

- 4.1 The Staff Partnership Forum will be accountable to the accredited staff side reps
- 4.2 The accredited staff side reps may appoint sub-committees to deal with any matter that it sees fit

5. Officers

- 5.1 The accredited staff side representatives will elect a Secretary, Chair and any other officers it feels necessary at the Annual General meeting notified at least one month in advance. Each officer will be from a different Trade Union
- 5.2 Nominations for the Chair and Secretary must be passed to the current Chair prior to the AGM
- 5.3 If more than one nomination for any position is received then voting will take place by ballot during the AGM
- 5.4 The roles of Chair and Secretary are to ensure efficient, inclusive and democratic functions of the accredited staff side representatives and accurate minutes when necessary.

6. Meetings

- 6.1 In addition to SPF, the accredited staff side reps will aim to meet at least four times a year
- 6.2 Special meetings of the accredited staff side representatives may be called jointly by the Secretary and Chair or by 5 reps calling for such a meeting
- 6.3 The SPF and any sub committees will meet as required

- 6.4 The constitution of staff side may only be amended at a Special meeting called for that purpose or at the staff side AGM
- 6.5 Notice of any amendments to the Constitution must be circulated to all members of the accredited staff side reps and all constituent unions at least one month in advance of the meeting to deal with the amendment.

SECTION E

Terms of reference of SPF policy group

1. Purpose

The purpose of this group is:

- To develop new Human Resources policies in response to organisational need and in accordance with changes in legislation.
- To review existing Human Resources policies and recommend changes in response to organisational need and in accordance with changes in legislation.
- To act as a sub group of the Staff Partnership Forum as required on specific issues.

2. Membership:

Clinical Manager/substitute where feasible
Head of Human Resources
Staff representative team (2 of 3 unions to be represented)
Human Resources Manager/Human Resources Advisor
Administrator/Secretary

3. Administration

1. Co-opted members may attend as necessary by joint agreement
2. The administrator will ensure amended policies are put on to Staff Partnership Agenda with tracked changes visible.
3. One person from Policy Group will present changes to Staff Partnership Forum

Frequency

- Monthly
- 2 hours duration

Location

Jubilee House/Cuffas Lea

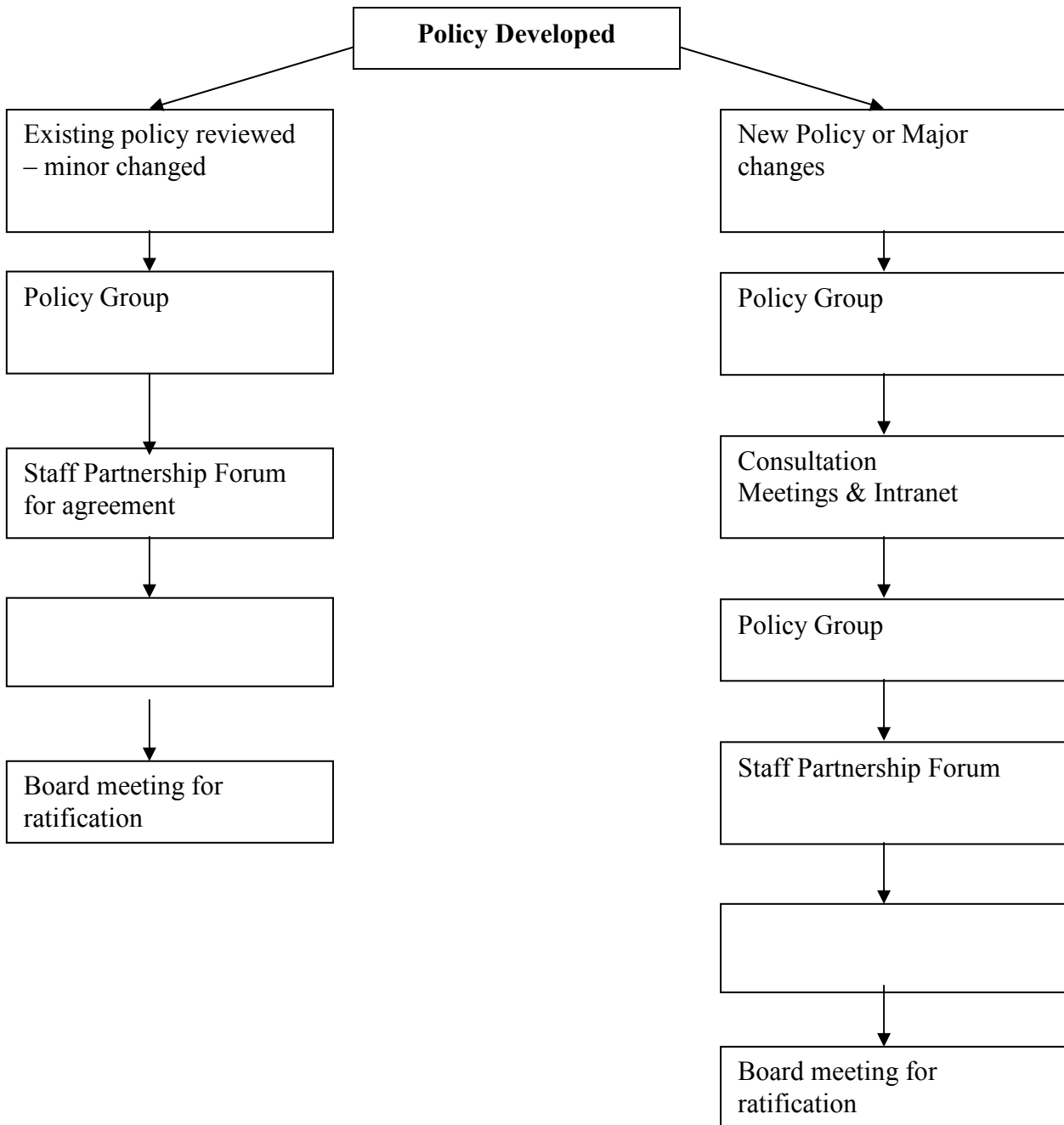
Process

See attached flow chart

Development of new policies – HR Manager/Clinical Manager takes draft policies to key meetings for discussion and comment to be fed back by next meeting.

All policies will be placed on PCT Intranet for staff comment during consultation period

How Human Resources policies and procedure are developed



Contact Details:

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Section F

Staff involvement policy

1. Broad Principles

- 1.1** The PCT is committed to ensuring that there are effective mechanisms for involving staff in planning and delivering healthcare. The PCT recognises the importance of accessing the wealth of knowledge and experience of staff to help inform decision-making.
- 1.2** Staff at all levels must be involved in decisions, particularly those that affect them directly, and they will be given opportunities to contribute to the success of the PCT.
- 1.3** It is vital that staff are given assurance that their input is valued, thereby encouraging a mutual understanding of the issues and constraints affecting the PCT and a commitment to the aims of the PCT.
- 1.4** Staff involvement is essential in ensuring that the PCT improves the quality of working life; there will be a focus on family friendly policies, childcare, and good occupational health provision.
- 1.5** Commitment to staff involvement includes ensuring that we continue to develop constructive working relationships with Trade Unions and strive for excellent staff relations.
- 1.6** Staff must receive feedback about how their suggestions have been acted upon, and be reassured that they are contributing to improvements, for example, that patient services or working conditions improve as a result.

2. Mechanisms for Staff Involvement

- 2.1** The mechanisms through which staff involvement will be achieved are not prescriptive. It is recognised that different work groups will involve staff in different ways and at different levels.
- 2.2** Not all forums for staff involvement will look the same. Examples of forums for staff involvement may include team briefings or local team meetings. Equally, it is recognised that staff involvement in service planning and delivery will mean different things to different staff at different levels. Involvement will not just be restricted to the Local Development Plan.
- 2.3** Other areas for staff involvement may include quality of working life issues such as Health at Work, diversity or family friendly policies.
- 2.4** The PCT has some existing professional forums for involving staff. The PCT will review mechanisms for staff involvement in Business Plans, in

particular, the way in which staff are made aware of the results of staff contributions.

- 2.5 The PCT will work to positively encourage the generation of new ideas from staff on the improvement of service delivery and positive benefits of patient care.

3. Communication

- 3.1 The PCT will communicate with staff through regular newsletters, Chief Executive Briefings, staff representatives and through the use of notice boards, e-mail and the Trust's intranet.
- 3.2 An annual Staff Survey is also undertaken and the results fed back to staff and discussed with staff. Communication will be continually reviewed and effective two-way communication systems implemented, with the emphasis on 'bottom up' communication so that staff can influence decisions.

4. Evaluation

- 4.1 The progress of staff involvement will be evaluated each year and reported to the PCT Board. The Staff Survey is an important barometer of involvement. Ongoing annual surveys will enable the PCT to monitor progress in this area.
- 4.2 In addition, regular monitoring of performance data, sickness and turnover figures will also be valuable tools in assessing involvement.

Appendix 1

UNION FACILITY TIME (with paid substitution)

Officer of JUC	Hours per month	Equivalent in days per month		
Chair	48	6.4 days a month		
Secretary	32	4.27 days a month		
Health and Safety Chair	8	1.07 day a month		
TCS Leads (3)	16 x 3 (Temporary)		6.4 days a month	
KSF Lead	16		2.13 days a month	
Induction Lead	2		0.27 hrs	
Policy Group	8 (3 people)	3.2 days a month		

Additional union responsibilities for lead stewards (convenors) per union				
RCN	12		6 days a month	
Unison and BAOT	24			
CSP				
BDiet A				
BDent A				
Unite and CPHVA	12			
POA	160 – an outlier and not to be counted			
	226		30.13	
Union branch, regional and national responsibilities – this depends upon the elected positions certain individuals hold including being elected as conference delegates				
Steward	8 hrs plus casework	1.13	In addition basic training plus updates	
H and S Rep	8 hrs plus casework	1.13		
JE Rep	1.5 days	1.5		
			Grand total: 34 days	

Appendix 2

Oxfordshire Primary Care Trust

TRADE UNION PAID TIME OFF RECORD CARD

Year _____ To _____

Name _____ Dept _____

Location _____ Union _____

Paid time off entitlement _____ Days _____

Time off requested		Number of working days	Authorised by Line Manager	Comments
From	To			

A copy of this record card must be retained by both the Trade Union Representative and Line Manager