

Ref: FOI/GS/ID 4821

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20 July 2018

### **Freedom of Information Act 2000**

I am writing in response to your request for information made under the Freedom of Information Act 2000 in relation to the recognition agreement and / or partnership agreement between the Trust and the Trades Unions recognised by the Trust.

You asked:

Please provide a copy of the recognition agreement and / or partnership agreement between the Trust and the Trades Unions recognised by the Trust.

Trust response:

Please find attached a copy of the current Partnership Agreement.

**MAIDSTONE AND TUNBRIDGE WELLS NHS TRUST**

# **Partnership Agreement**

*An Agreement between Maidstone and Tunbridge Wells NHS Trust and NHS Trade Unions*

<b>Requested/ Required by:</b>	Workforce Committee
<b>Main author:</b>	HR Business Partner
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<b>Directorate:</b>	Corporate
<b>Specialty:</b>	Workforce
<b>Supersedes:</b>	Partnership Agreement (Version 2.0, April 2011)
<b>Approved by:</b>	Workforce Directorate Committee, 7 <sup>th</sup> May 2013
<b>Ratified on behalf of the Board by:</b>	Workforce Committee, 7 <sup>th</sup> May 2013
<b>Review date:</b>	May 2018 or at times of significant change

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The master copy is held on Q-Pulse Document Management System  
This copy – VER3.0

### Document history

<b>Requirement for document:</b>	<ul style="list-style-type: none"><li>• The purpose of this agreement is to outline the partnership and working arrangements between the Trust and recognised NHS Unions.</li></ul>
<b>Cross references:</b>	<ul style="list-style-type: none"><li>• Trust Annual Report</li><li>• ACAS Code of Disclosure of Information to Trade Unions for Collective Bargaining Purposes</li></ul>
<b>Associated documents:</b>	

### Version Control:

<b>Issue:</b>	<b>Description of changes:</b>	<b>Date:</b>
1.0	First draft version of this agreement	2008
2.0	Reviewed, updated and approved	April 2011
3.0	Reviewed, updated and approved	May 2013

# Foreword

We fully recognise the importance of our staff to the success of the Trust. This is explicitly built into our corporate objectives and our values.

We believe that success, measured in terms of the quality, efficiency and safety of services to patients, is a shared goal common to Trust management, staff and staff representatives alike and we jointly recognise that patient satisfaction is intertwined with staff satisfaction.

We will work in partnership to ensure the successful development and operation of the Trust within the wider health economy and to make this Trust a model employer.

Director of Strategy  
& Workforce

JCF Staff Side Chair

Chair - JMCC

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5	Constitution of the Joint Medical Consultative Committee
6	Constitution of the Negotiating Committee
7	List of Recognised Trade Unions

## 1.0 Introduction and scope

- 1.1 This Partnership Agreement sets out a framework agreed by Maidstone and Tunbridge Wells NHS Trust (“the Trust”) and Recognised NHS Trade Unions. It describes the principles of partnership, processes and structures which are linked to our shared goals, objectives and the Trust values. It outlines how we will work together to promote effective partnership working on the workforce implications of delivering and developing the services we provide to our patients. Partnership, as defined within the Trust, has the following key elements:
- A commitment to working together at all levels in the organisation to deliver the service.
  - An understanding of the relationship between employment security and employee flexibility.
  - Building relationships within the organisation that maximise employee involvement through reliable, robust and timely communication.
- 1.2 This agreement applies to all staff groups and all trade unions recognised by the Trust. Individuals who are not currently members of a recognised Trade Union or staff side association will nevertheless be subject to all agreements made within the agreed bargaining framework.
- 1.3 The forum for non-medical staff collective consultation is the Joint Consultative Forum (JCF) (see **Appendix 4** for the Constitution of the JCF).
- 1.4 The forum for medical staff collective consultation will be the Joint Medical Consultative Committee (JMCC) (see **Appendix 5** for the Constitution of the JMCC). The JMCC have two seats on the JCF.
- 1.5 The forum for all items of negotiation will be the Negotiating Committee (see **Appendix 6** for the Constitution of the Negotiating Committee).

## **2.0 Definitions**

- 2.1 Communication – keeping each side fully informed of all relevant matters at the earliest opportunity.
- 2.2 Consultation – a meaningful and open exchange of views which provides a genuine opportunity and sufficient time to influence decisions.
- 2.3 Negotiation – a genuine opportunity to shape and reach decisions jointly.

### **3.0 Duties**

#### **3.1 Staff have a responsibility to:**

- Be familiar with, and adhere to, this agreement/policy.
- Contribute in consultations with staff representatives as relevant / appropriate.

#### **3.2 Management Representatives have a responsibility to:**

- Be familiar with, and adhere to, this agreement/policy.
- Ensure effective communication of outcomes of consultations and negotiations to all affected staff.
- Actively take part in the JCF, JMCC and Negotiating Committee.
- Be aware of the importance of good communication and consultative practice.
- Understand their roles and responsibilities as communicators.
- Support those who are less outspoken and improve their ability to communicate.
- Ensure that they update their own skills, experience and knowledge in order to be fully effective and supportive.

#### **3.3 Staff Representatives have a responsibility to:**

- Be familiar with, and adhere to, this agreement/policy.
- Ensure effective communication between trade union members and the JCF/JMCC/Negotiating Committee.
- Actively take part in the JCF, JMCC and Negotiating Committee.
- Be aware of the importance of good communication and consultative practice.
- Ensure that they communicate effectively with their members.
- Ensure that they update their own skills, experience and knowledge in order to be fully effective and supportive to their members.
- Encourage members and foster the idea of employee involvement which is an underlying principle of communication and consultation.

#### **3.4 The HR department will:**

- Provide advice and support to staff and managers on this agreement / policy as required.
- Assist in resolving issues of time off for union duties between staff representatives and their managers.

#### **3.5 Trade Unions have a responsibility to:**

- Represent and act in the interests of their members in the context of the organisation they represent and the national and local health economy.

#### **3.6 The Trust Board has a responsibility to:**

- Develop and deliver Trust policy and oversee the Directors and managers who have responsibility for consultation, negotiation and implementation.
- That this agreement / policy is applied fairly and equitably.
- That managers and staff are informed about this agreement / policy.
- That this agreement / policy is monitored and audited to assess its effectiveness and equal and consistent application.

#### **4.0 Training / competency requirements**

4.1 No training / competency requirements at this time.

#### **5.0 Partnership Agreement**

##### **5.1 Aims**

5.1.1 The aims of this agreement are:

- To facilitate the development of a harmonious working relationship between the Trust and Staff Side organisations.
- To create an environment which promotes communication and avoids conflict.
- To reach a speedy resolution to issues that arise.
- To ensure the efficient operation and development of the Trust in the best interests of patients, employees and the local NHS economy.

5.1.2 The pursuit of these aims under this agreement will be through:

- Communication
- Consultation
- Negotiation

##### **5.2 Roles and Responsibilities**

5.2.1 To enable effective operation of these partnership arrangements, all parties agree to recognise and respect each other's roles and functions which are distinct but complimentary.

5.2.2 Trade Unions play an essential role in ensuring that staff are supported, advised and represented at times of change and when they become involved in formal employment processes. Trade Union Representatives will be mandated by their members to reach agreement on policy or other requirements and this will assist the timely conclusion of decision-making.

5.2.3 The partners confirm that Trade Unions will be represented principally by local officials in partnership working but for particular issues a Full Time Trade Union Officer may become involved. Officials may involve their regional officers as and when the situation demands. They will also advise their management partners of the rationale for doing so.



### **5.3 Principles**

- 5.3.1 It is for the management of the Trust to plan, organise and manage the activities of the Trust.
- 5.3.2 It is for the staff side representatives to work together with management in the interests of their members employed by the Trust to develop and enhance the workforce.
- 5.3.3 In addition to normal activities of local representatives, the Trust will work in partnership with the Full Time Officers of the Unions to represent their members and to be included in relevant sub groups/working parties.
- 5.3.4 Membership of a Trade Union is encouraged by the Trust.
- 5.3.5 In support of Trade Union membership, staff side representatives will be invited to attend all induction programmes.
- 5.3.6 The Trust acknowledges and commits to cover backfill arrangements for staff side to have cover for duties by agreement, reviewed every 12 months.
- 5.3.7 The partners commit to acting reasonably and will respect each other's roles and functions whilst being mindful of the needs of the service and patients in implementing these principles.

### **5.4 Shared Approach**

- 5.4.1 There is a shared commitment to the success of the Trust, ensuring that the Trust values are at the heart of everything we do, in order that patient care is effective and of the highest standard.
- 5.4.2 Management and staff representatives will:
- Work together with mutual trust, openness and co-operation.
  - Jointly recognise the Trust's values and strategic aims (as set out in annually in the Trust Annual Report) including corporately set objectives.
  - Have a shared commitment to continuous improvement, including access to high quality services and delivering value for money to the public.
  - Work together to promote good practice in all areas of staff management.

- Recognise the value of early discussion of emerging issues and early staff involvement in all initiatives and problems at all levels.
- Work to ensure open, honest and transparent systems of communication and collaborative decision-making.
- Accept mutual responsibility for identifying and resolving difficulties.
- Share information and insight from different perspectives.
- Respect confidentiality where either party considers this to be essential.
- Treat each other with respect and courtesy, recognising roles / views on both sides.
- Constantly strive to improve benefits available for staff.
- Work together on policy and procedure documents.
- Mutually commit to ensuring high quality outcomes.
- Positively advocate the jointly agreed position even if our personal views differ.
- Make the best use of resources.
- Ensure a no surprise culture.

#### 5.4.3 Benefits of partnership working are many but the key benefits are:

- Improvements in service delivery and patient care.
- Improved mutual understanding and open communication.
- An opportunity for partners to contribute their experience and ideas to the development and implementation of the workforce implications of Trust policy and strategy.
- Ability to achieve change in the workplace more effectively.
- Faster and more effective decision making.
- Flexibility in the utilisation of human, physical and capital resources.
- Greater levels of employee satisfaction and commitment, establishing the Trust as a model employer.

- Provision of a transparent and streamlined structure for trade union, employer and staff engagement
- A willingness to be involved and innovative.
- An increase in value added activity and productivity.
- Improved morale with staff feeling more valued and satisfied with their role.

## **5.5 Communication with Staff**

5.5.1 Keeping all staff informed of and involved in the work carried out under this agreement is an essential component of delivering our shared values and purpose and is a factor in ensuring staff are committed and motivated to deliver high standards of care.

5.5.2 The partners agree to work together in communicating with and seeking the views of staff.

## **5.6 Recognised Trade Unions**

5.6.1 There are a wide range of Trade Unions which have members working in the Trust. This diversity brings considerable value to partnership working and contributes to delivering shared values and purpose.

5.6.2 All Trade Unions which have a notable number of members within the Trust will be formally recognised provided they endorse the partnership working approach set out in this Agreement. Once recognised, they will be entitled to representation in the formal structures and in relation to individual staff.

5.6.3 A current list of recognised Trade Unions is set out in **Appendix 7**. This list will be reviewed and updated on a regular basis.

5.6.4 Recognition is subject to the following conditions:

- Each partner will keep the other informed of the names of its representatives
- Local representatives are employees elected in accordance with the rules of the recognised Trade Union.
- The number of local representatives will be for agreement between the Trade Unions and the Trust and may be varied from time to time by mutual agreement in order to take account of the number of people employed and the sites they cover.

- Each Trade Union will have the right to represent its members in all matters for which recognition has been given.
- The Trust will provide time off and other facilities for staff side representatives for the purpose of representing members employed by the Trust.

## **5.7 Accredited Representatives**

5.7.1 The election of representatives and officials shall be determined by the relevant union or staff association. The partners will establish the numbers of accredited representatives, having regard to the size of the Trust, the rules of the union and any relevant employment legislation.

5.7.2 The Trust shall not unreasonably refuse to acknowledge accredited elected representatives. Any refusal to do so shall be discussed with the relevant full time union official.

5.7.3 Representatives are normally elected and accredited for specific groups of staff or constituencies. However, with the agreement of the JCF, a representative may act on behalf of other staff groups in the Trust.

5.7.4 The partners will maintain an agreed and up to date record of accredited representatives in the Trust.

5.7.5 The accreditation and facilities afforded under this agreement to a union representative may be withdrawn in the event that:

- The individual ceases to be a union representative.
- The time off and facilities which are given are abused by the individual.

## **5.8 Honorary trade union representatives**

5.8.1 In the spirit of partnership working, individuals whose work base is at Maidstone & Tunbridge Wells NHS Trust but who are employed by another Trust may hold an honorary trade union representative status. This should be at the agreement of the Joint Consultative Forum. This individual may include attendance at the formal Trust JCF as an honorary member in an advisory capacity only. This would not however be a recognised seat on the Forum and therefore would not have the usual collective bargaining rights and may not act as Staff Side chair.

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

- 5.9.1 The achievement of successful partnership working is dependent on Trade Union Representatives having sufficient and reasonable time off to carry out their union duties and activities.
- 5.9.2 The precise amount of time off will depend on the circumstances of the situation and will generally be agreed by the representative and their manager.
- 5.9.3 In all cases, service needs must take precedence. Therefore, if all available options have been exhausted by the manager to cover the requested time off from the representative, then the manager is authorised to refuse the request for time off.
- 5.9.4 Paid time off for union duties / activities will be at the normal rate of pay the employee would have earned if he or she had worked as normal during the time off. Where time off for such duties /activities is outside of normal working time, payment will be made at the appropriate rate (dependant on individuals terms and conditions of employment) or time off in lieu granted (whichever is mutually acceptable) with agreement of the manager.
- 5.9.5 Time spent working on extra NHS / Union responsibilities should be reviewed on an annual basis as part of the representatives' appraisal with their manager.
- 5.9.6 The principles outlined below must be adhered to in relation to arrangements for time off for union duties / activities:
- Time off must be agreed in advance with the manager concerned.
  - Time off will not be unreasonably refused.
  - When time off is refused, management will provide good reasons balancing the spirit of this agreement with service priorities and why alternative cover arrangements could not be made.
  - Where necessary the Trust will write to the representative's manager requesting appropriate time off to attend union business.
- 5.9.7 Duties / activities that warrant time off being given under this agreement are:
- Conducting official elections/ballots in respect of local joint consultation and negotiation arrangements.
  - Attending meetings of the JCF, including pre-meeting.
  - Attending staff side meetings.
  - Attending other meetings as agreed with the Trust.

- Taking part in Job Matching, Analysis, Evaluation or Consistency Panels.
- Representing members in meetings with management concerning the application of discipline, grievance and other policies where members of staff have the right to be represented.
- Attending information meetings where members of staff and management have agreed staff side may be present and where there is no formal right of representation.
- Representing individuals or groups of staff at Appeal Hearings.
- Communicating with members concerning employment relations matters.
- Representing individuals or groups (as authorised by the Trade Union concerned) at meetings of external bodies, i.e. Employment Tribunals.
- Attendance at a National Conference of the Trade Union concerned.
- Attending relevant training approved by the Trade Union concerned. An application for leave must be made available to the manager on request.
- For union members to take part in official elections / ballots in the workplace as part of an on-going joint consultation / negotiation.
- For union members to take part in official elections / ballots to elect local representatives.

## **5.10 Facilities for Trade Union Representatives**

5.10.1 The Trust recognises the benefits of having well trained and skilled staff representatives in the workplace, and that to assist in the achievement of this, reasonable facilities must be available for accredited representatives to carry out their duties and activities and undergo training.

5.10.2 The Trust will provide the following facilities to staff side representatives:

- The Trust will make every effort to provide office accommodation for the shared use of all staff representatives
- Accommodation for meetings, which should be booked through the usual arrangements

- Telephone/fax/e-mail facilities/photocopier
- The use of official Notice Boards
- The use of the Trust mail system

## **5.11 Disclosure of Information**

5.11.1 In line with the ACAS Code Disclosure of Information to Trade Unions for Collective Bargaining Purposes, the Trust recognises that the absence of relevant information will impede constructive discussion, consultation and negotiation, and therefore agrees to meet Trade Union requests for information wherever possible in advance of key meetings.

5.11.2 Trade Unions should make their request for information in writing as soon as possible to the Director of Strategy & Workforce. Any request should identify the purpose for which the information is required.

5.11.3 Requests will only be considered from recognised representatives and full time officials of the Unions concerned.

5.11.4 Upon receipt of a request the Director of Strategy & Workforce will acknowledge receipt of the request and indicate the timescale within which the full response can be made.

5.11.5 Requests to disclose information must take account of the subject matter being discussed and the level at which the negotiation is taking place.

5.11.6 Where information cannot be disclosed, the reason will be given. This may be, for example, to protect the confidentiality and privacy of employees or patients, or where information is deemed to be sensitive.

## **5.12 Terms and Conditions of Employment**

5.12.1 The partners are committed to working together within the agreed structures and principles to achieve a common position on negotiated terms and conditions of employment.

## **6.0 Monitoring and audit**

6.1 This agreement / policy will be monitored on an on-going basis jointly by the Workforce Directorate and Staff Side Chairs via:

- Periodic discussion at JCF and JMCC meetings to ensure partnership agreement is fit for purpose.

### **Process requirements**

#### **1.0 Implementation and awareness**

- Once approved the document lead or author will submit this policy/procedural document to the Clinical Governance Assistant who will activate it on the Trust approved document management database on the intranet.
- A monthly table of Trust publications will be produced by the Clinical Governance Assistant; this will be published on the Bulletin Board (Trust intranet) under “Trust Publications”, and a notification email circulated Trust wide by the Communications team.
- On receipt of the Trust wide Bulletin Board notification all managers should ensure that their staff members are aware of the new publications.
- This policy will be included on the Trust’s intranet with other employment policies. It will also be publicised in updates on policies and form an integral component at Staff Induction and orientation.
- All HR staff briefed by their respective managers on the main aspects of this policy.
- Further promotion via trust communication vehicles, e.g. team brief, trust news and trust e-mail bulletin.

#### **2.0 Review**

To be reviewed five years after approval/ratification or sooner if monitoring highlights the need and/or changes in legislation.

#### **3.0 Archiving**

The Trust approved document management database on the intranet retains all superseded files in an archive directory [obsolete register] in order to maintain document history.



## APPENDIX TWO

### CONSULTATION ON: Partnership Agreement

**Consultation process** – Use this form to ensure your consultation has been adequate for the purpose.

**Please return comments to:** HR Business Partner (SH)

**By date:** 15<sup>th</sup> April 2013

Name: Name: <i>List key staff appropriate for the document under consultation. Select from the following:</i>	Date sent	Date reply received	Modification suggested? Y/N	Modification made? Y/N
Local Counter Fraud Specialist (MA)	15/03/13			
Clinical Governance Assistant (RD)	15/03/13	21/03/13	Y	Y
Staff-side Chair (AK)	15/03/13			
Medical Staff-side Chair (MB)	15/03/13			
Director of Strategy & Workforce (PB)	15/03/13			
Associate Director of Workforce (RH)	15/03/13			
Executive Directors	15/03/13			
JCF Members	15/03/13			
JMNC Members	15/03/13			
The role of those staff being consulted upon as above is to ensure that they have shared the policy for comments with all staff within their sphere of responsibility who would be able to contribute to the development of the policy.				

## APPENDIX THREE

### Equality Impact Assessment

In line with race, disability and gender equalities legislation, public bodies like MTW are required to assess and consult on how their policies and practices affect different groups, and to monitor any possible negative impact on equality.

The completion of the following Equality Impact Assessment grid is therefore mandatory and should be undertaken as part of the policy development and approval process. Please consult the Equality and Human Rights Policy on the Trust intranet, for details on how to complete the grid.

**Please note that completion is mandatory for all policy development exercises. A copy of each Equality Impact Assessment must also be placed on the Trust's intranet.**

<b>Title of Policy or Practice</b>	Partnership Agreement
<b>What are the aims of the policy or practice?</b>	The agreement / policy sets out the bargaining framework agreed by MTW and Recognised Unions
<b>Identify the data and research used to assist the analysis and assessment</b>	Consultation process, as per Appendix Two of this policy and procedure.
<b>Analyse and assess the likely impact on equality or potential discrimination with each of the following groups.</b>	<b>Is there an adverse impact or potential discrimination (yes/no). If yes give details.</b>
Males or Females	No
People of different ages	No
People of different ethnic groups	No
People of different religious beliefs	No
People who do not speak English as a first language	Yes as they may have difficulty reading the agreement / policy but an interpreter can be sourced / provided.
People who have a physical disability	Yes – this policy can also be produced in braille should this be required for the sight impaired.
People who have a mental disability	Yes as they may have difficulty understanding the policy but assistance can be sourced to aid understanding if necessary.
Women who are pregnant or on maternity leave	No
Single parent families	No
People with different sexual orientations	No
People with different work patterns (part time, full time, job share, short term contractors, employed, unemployed)	No
People in deprived areas and people	No

from different socio-economic groups	
Asylum seekers and refugees	No
Prisoners and people confined to closed institutions, community offenders	No
Carers	No
<b>If you identified potential discrimination is it minimal and justifiable and therefore does not require a stage 2 assessment?</b>	The potential discrimination identified above is minimal and justifiable and therefore a stage 2 assessment is not required.
<b>When will you monitor and review your EqIA?</b>	Alongside this agreement / policy when it is reviewed.
<b>Where do you plan to publish the results of your Equality Impact Assessment?</b>	As Appendix Three of this policy/procedure on the Trust Intranet (QPulse).

### **FURTHER APPENDICES**

The following appendices are published on the Trust approved document management database on the intranet, as related documents, under the main entry for this policy (Partnership Agreement / Policy):

<b>No.</b>	<b>Title</b>	<b>Unique ID</b>
4	Constitution of the Joint Consultative Forum	RWF-OWP-APP683
5	Constitution of the Joint Medical Consultative Committee	RWF-OWP-APP684
6	Constitution of the Negotiating Committee	RWF-OWP-APP685
7	List of Recognised Trade Unions	RWF-OWP-APP686