

Recommendation <input checked="" type="checkbox"/> DECISION <input type="checkbox"/> NOTE	Recommendation Trust Board are asked to approve the Recognition Agreement and Disciplinary Sanctions Process
Reporting to:	Trust Board
Date	29 th June 2017
Paper Title	Recognition Agreement and Disciplinary Sanctions Process
Brief Description	<p>Recognition Agreement</p> <p>Working in partnership with our staff side colleagues we have spent considerable time developing a new Recognition Agreement which supports our continued work together in the best interests of both patients and staff on matters that are of concern to the Trust and particularly to our staff.</p> <p>The Agreement has been signed by all staff side bodies except BIOS (rep not available) and Unison. However the remaining staff side colleagues agreed on 14th June 2017 that the Agreement would be progressed to Trust Board for approval without these signatures. Unison representatives have been present at all discussions regarding this agreement.</p> <p>Disciplinary Sanctions Process – Addendum to the Disciplinary Policy and Procedure</p> <p>The Trust current Disciplinary Policy was first agreed in 2008 and has been reviewed since to maintain suitability and effectiveness. During 2016, with staff side colleagues, a pilot for issuing sanctions was piloted on a few disciplinary cases. The pilot has proven successful and during the last few months we have worked with staff side colleagues to formalise the process into an addendum to the current Disciplinary Policy.</p> <p>With staff side colleagues we are reviewing the policy overall and will incorporate the addendum into the updated policy this year.</p>
Sponsoring Director	Victoria Maher, Workforce Director
Author(s)	Kate Youlden, HRBP for ER
Recommended / escalated by	The Workforce Committee have considered these and are recommending them to the Board.
Previously considered by	Workforce Committee TNCC TNCC Policy Group
Link to strategic objectives	INNOVATIVE AND INSPIRATIONAL LEADERSHIP - Through innovative and inspirational leadership achieve financial surplus and a sustainable clinical services strategy focussing on population needs

	<p>VALUES INTO PRACTICE - Value our workforce to achieve cultural change by putting our values into practice to make our organisation a great place to work with an appropriately skilled fully staffed workforce</p>
<p>Link to Board Assurance Framework</p>	<p>If we do not develop real engagement with our staff and our community we will fail to support an improvement in health outcomes and deliver our service vision (RR 1186)</p> <p>If we do not get good levels of staff engagement to get a culture of continuous improvement then staff morale & patient outcomes may not improve (RR 423)</p>
<p>Equality Impact Assessment</p>	<ul style="list-style-type: none"> ● Stage 1 only (no negative impacts identified) ● Stage 2 recommended (negative impacts identified) <ul style="list-style-type: none"> ● negative impacts have been mitigated ● negative impacts balanced against overall positive impacts
<p>Freedom of Information Act (2000) status</p>	<ul style="list-style-type: none"> ● This document is for full publication ● This document includes FOIA exempt information ● This whole document is exempt under the FOIA

Recognition Agreement W6

Part of Policy Cluster for Conduct and Raising Concerns

Human Resources Policy Cluster Ref. A

Version:	4
Version 4 issued	June 2017
Approved by	TNCC
Date approved	26 th May 2017
Ratified by:	Trust Board
Date ratified:	June 2017
Document Lead	Workforce Business Partner
Lead Director	Workforce Director
Date issued:	
Review date:	5 years
Target audience:	All Staff, Managers

C Version Control Sheet

Document Lead/Contact:	Human Resources Business Partner
Document ID	HR Policy Cluster Ref. A Document No W6
Version	3
Status	Final
Date Equality Impact Assessment completed	August 2016
Issue Date	
Review Date	
Distribution	Please refer to the intranet version for the latest version of this policy. Any printed copies may not necessarily be the most up to date
Key Words	Recognition Agreement, Trade Union, Accredited Representative, Facility Time, Duty, Activity, JNCC, SSF
Dissemination	Staff Quarterly Updates; Chatterbox, HR pages of Intranet; Podcasts, Briefings

Version History

Version	Date	Author	Status	Comment
2	2008	Head of Human Resources	Re-written	Amended to reflect agreed changes in the way we work together in partnership

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1 Purpose

- 1.1 Shrewsbury and Telford Hospital NHS Trust (SaTH) 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 Shrewsbury & Telford Hospital Trust (the Trust) and the following trade unions:

BDA	The British Dietetic Association
BIOS	British and Irish Orthoptic Society
BMA	British Medical Association
CSP	Chartered Society of Physiotherapy
FCS	Federation of Clinical Scientists
HCSA	Hospital Consultants & Specialists Association
RCM	Royal College of Midwives
RCN	Royal College of Nursing
SOR	Society of Radiographers
Unison/BAOT	Unison/British Association of Occupational Therapists
Unite	Unite the Union

3 Scope

- 3.1 The Trust recognises all organisations listed above as the sole agents for collective bargaining for **all employees** who are directly employed by the Trust, whether full time or part time, permanent or temporary.
- 3.2 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 Remuneration Committee) or those individuals employed by agencies or other contractors.

Definitions

Accredited Representative	An employee of SaTH 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 terms and conditions of employment that apply to all relevant staff (not just trade union members) Not to undermine national negotiations
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 Care Group or department, or affect the Trust as a whole, we will talk to each other using the mechanism of the Joint Negotiating and Consultative Committee (JNCC) and Local Negotiation Committee (LNC)
- 5.5 For matters affecting an individual or a group of individuals within one Care 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 managing change. Both the decision-making manager and the appropriate accredited representative will ensure that they notify the Joint Negotiating and Consultative Committee for information. An outline Terms of Reference (ToR) for a Care Group Consultation Meeting is included in Appendix B: Terms of Reference for Formal Meetings for the Purpose of Information Sharing, Negotiation and Consultation. ToR for LNC are available.
- 5.6 Other formal meetings that we agree will take place within the Trust to facilitate our approach to employment relations are the Executive Team/Staff Side Meeting, the Staff Side Forum and the JNCC Policy Sub-Group. The ToR for these meetings are included in Appendix B: Terms of Reference for Formal Meetings for the Purpose of Information Sharing, Negotiation and Consultation.

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;
 - engagement or termination of employment;
 - 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 C. Both parties to the issue are required to complete a Dispute Form (Appendix D) and send it to the Workforce Director 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 care

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 and how this can be accommodated by the department without adversely affecting patient care or service delivery. Refer to Table 1. This must be considered in conjunction with Trust Equality and Diversity Policy (HR01)

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 Workforce Director.

8.5 The Workforce Director's Administrative Office will maintain a register of accredited representatives and 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 E: Functions and Role Definitions.

10 The Role of the Staff Side Chair and Vice Chair

10.1 In order to facilitate partnership working, the Trust enables the election of two union representatives to act as Staff Side Chair and Staff Side Vice-Chair.

- The Staff Side Chair is the conduit between the Staff Side and the Trust, Chairs JNCC alternately with the Workforce Director and takes the staff side lead in the development of policies affecting employment terms and conditions.
- The Staff Side Vice Chair chairs the Staff Side Forum (SSF) and provides cover for the Staff Side Chair in their absence

10.2 The rules and process of election of the Staff Side Chair and Vice 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 their contracted department to plan effectively.

10.3 The term of office for each role will be 2 years, and there is no limit to the number of terms of office each individual can undertake.

10.4 For their term of office the Staff Side Chair will be seconded from their contracted duties for up to 30 hours per week, and the Staff Side Vice Chair for up to 15 hours per week. The allocation of this time will be reviewed every 2 years at the time of election.

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 Workforce Director (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.
- 12.2 All union facility time, whether paid or unpaid, will be recorded by each elected representative. The mechanism for recording will be for each line manager to agree with the accredited representative(s) in their area. Records of union facility time will be made available to the Trust on request. The confidentiality of individual members will be maintained at all times.
- 12.3 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
All statutory functions of a union learning representative	Duty	Reasonable paid time off
Involvement in individual employment relations matters (e.g. disciplinary, grievance, sickness matters)	Duty	Reasonable paid time off
Issues the Trust requires union involvement in - as a minimum, these will include the monthly JNCC/LNCs and the SSF, and JNCC Policy meeting. Local Care Group meetings about change or transformation are also union duties, as are matters requiring collective bargaining.	Duty	Reasonable paid time off
Meetings with Full Time Officers to discuss issues relevant to the workplace	Duty	Reasonable paid time off
Union training in order that the union role can be carried out effectively	Duty	Reasonable paid time off
Area, regional or national meetings where the business of the union is under discussion	Activity	Reasonable paid time off
Attendance at Annual Conferences (one delegate per union) see 12.6	Activity	Reasonable paid time off
Branch, meetings where the business of the union is under discussion	Activity	Unpaid time off
Industrial Action	Activity	Unpaid time off
Recruitment of members	Activity	Unpaid time off

Table 1: Definitions of Union Duties and Activities

13 Specific Facility Time

- 13.1 The Trust supports the additional facility time for the Trade Union with the largest membership. This is currently 22.5 hours per week. This will be reviewed and agreed every 12 months.
- 13.2 If the lead representative from the largest Trade Union is elected into either the position of chair or vice-chair a minimum of 15 hours with a potential up to 22.5 hours will be allocated to another Trade Union representative according to need.
- 13.3 Recognised Trade Unions may agree separate arrangements and apply for extra additional facility time where there is evidence of need: e.g. a secondment arrangement.
- 13.4 Where there is a disagreement over allocation of additional facility time; discussion will take place between a member of workforce, the lead representative and the FTO.

14 Facilities

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

15 Review Process

- 15.1 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.

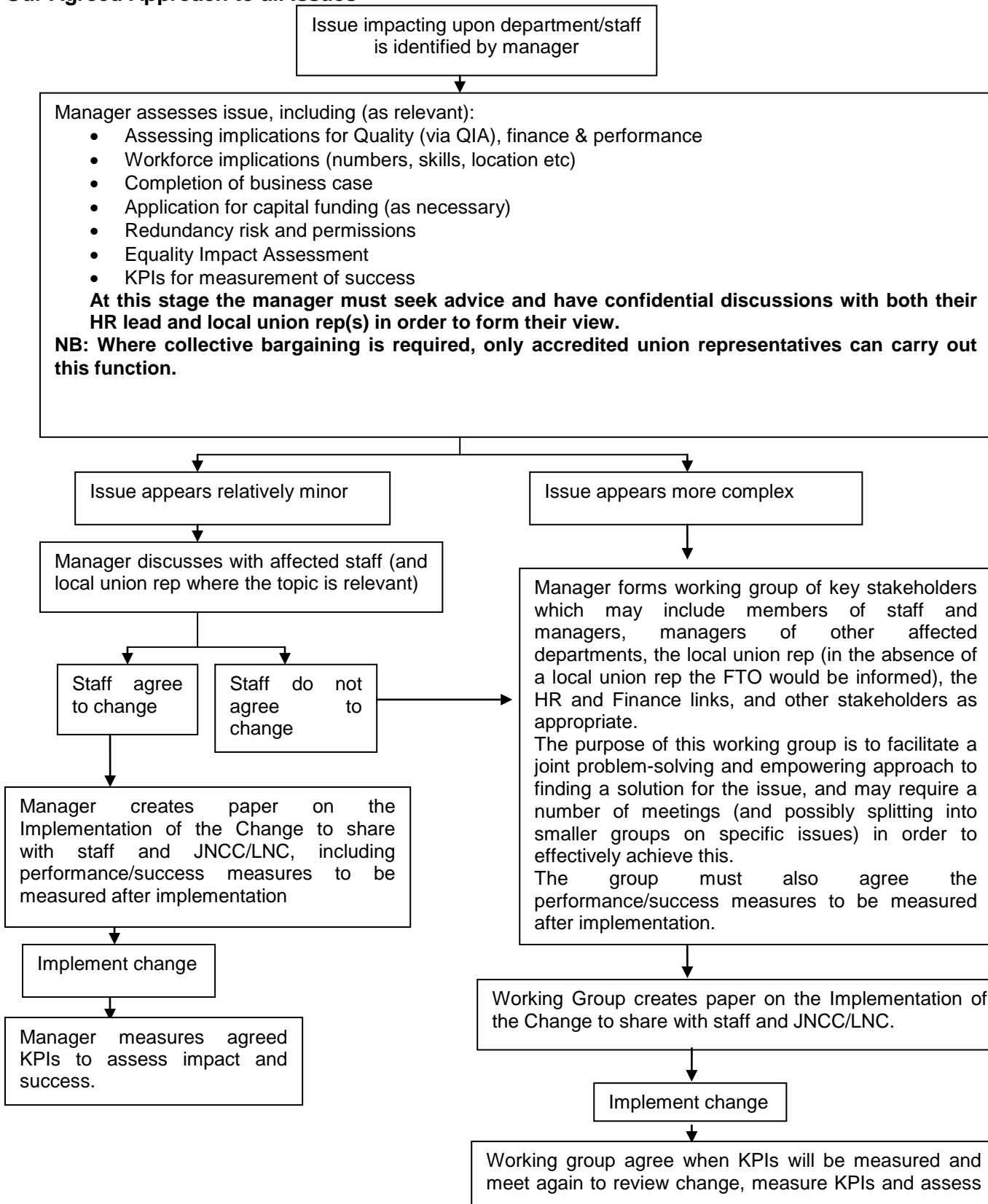
16 Equality Impact Assessment (EQIA)

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

17 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

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.

Terms of Reference for Formal Meetings for the Purpose of Information Sharing, Negotiation and Consultation

Executive Team/Staff Side Meeting

The purpose of this forum is to enable open discussion of key issues between the Trust's senior decision-makers and the lead representatives of each recognised Trade Union. Written questions and issues can be submitted in advance by any participant.

Frequency:	Bi- monthly, alternating with the Joint Negotiation and Consultative Committee
Length:	1 hour (plus 1 hour Staff Side pre meeting)
Core Membership:	Chief Executive Workforce Director Finance Director Other members of the Executive Team as appropriate Lead Trade Union Representatives

Joint Negotiating and Consultative Committee

The purpose of this forum is to enable management decision-makers and lead union representatives to:

- share information about change and transformation projects;
- share news and updates on key issues from both Trust and union perspectives;
- discuss high level strategic matters faced by the organisation with a view to seeking a shared approach;
- take a report from the Chair of the Policy Sub Group on actions taken in the past 2 months and the formal closure of consultation on policies that relate to terms and conditions;
- undertake collective bargaining, consultation and negotiation on Trust-wide matters;
- convene sub groups to consult and negotiate on particular Trust-wide matters.

Frequency:	Bi- monthly, alternating with the Executive Team/Staff Side Meeting
Length:	1 hour (plus 1 hour Staff Side pre meeting) The duration of the meeting will be discussed and agreed with both the Staff Side Chair and the Workforce Director

Membership:

One decision-making management representative representing of the following Care Groups, departments/groups of departments:

- Workforce
- Finance
- Scheduled Care
- Unscheduled Care
- Women and Children's Care Group
- Clinical Support Services
- Estates/Facilities/IT/Contracting/procurement/Other Corporate Departments
- Other managers as appropriate to the topics under discussion

One accredited representative of each trade union recognised in accordance with this Agreement. By joint agreement, other representatives may attend in the capacity of observer/researcher/specialist adviser. Such persons will take no part in actual negotiations.

Full time officers of recognised unions will be entitled to attend all meetings of the JNCC/LNC as appropriate.

Chairmanship

The role of meeting chair (to chair and manage the meeting itself and facilitate the discussion) will alternate between the Workforce Director and the Staff Side Chair.

Agenda Creation

The Agenda will be created jointly by the two Chairs.

Quoracy

Quoracy for meetings will be a minimum of eight members including:

- At least four accredited representatives from four different Trade Unions. One of the accredited representatives should be from the two unions with the largest membership in the Trust (currently RCN or UNISON); **and**
- At least four management members from four different Care Groups. One of these management members should be from the largest staff group within the Trust (currently nursing & midwifery).

Where a meeting is not quorate, it can continue for the purpose of information sharing and discussion. However where collective bargaining is taking place, Quoracy is essential.

JNCC Policy Sub Group

The purpose of this forum is to enable open discussion of key employment policies with a view to ensuring these are up to date and reflect best practice and the Trust's Values.

Frequency: Monthly
Length: 2 hours (plus 2 hours Staff Side pre meeting)
Core Membership: Policy Cluster Lead
Staff Side Chair
Trade Union Representatives

Staff Side Forum (SSF)

The Trust recognises and accepts that an integral part of trade union duties is for accredited representatives to meet together in order to raise and discuss issues and reach a consensus view on issues where possible. The matters for discussion are for the Trade Unions to determine.

Frequency: Monthly
Length: Average of 3.5 hours
Membership: Every accredited representative in the Trust

Care Group Consultation meetings (ad hoc or structured by Care Group)

The purpose of this forum is to enable Care Group management decision-makers and relevant union representatives to:

- share information about Care Group change and transformation projects;
- undertake collective bargaining, consultation and negotiation on matters at Care Group or departmental level.

Frequency: As required
Length: As required
Membership: ***As appropriate to the change but in accordance with Appendix A: Our Agreed Approach to All Issues***

Formal Dispute Resolution Process

We will work to resolve the dispute together as follows:

At a Stage 1 – The Workforce Director’s Executive 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 D).

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 Workforce Director.

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 Workforce Director.

The Workforce Director’s Executive Assistant will ensure that a meeting is arranged that is **jointly-chaired** by the Workforce Director 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 D).

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 Workforce Director 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 the composition of the discussion group should all be discussed and agreed by ACAS, the Workforce Director and Staff Side Chair.

SHREWSBURY AND TELFORD HOSPITAL 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 Care 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 Workforce Director

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. Care 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;
- Make representations on potential hazards and dangers;
- Represent employees when Health and Safety Inspectors from HSE or local authorities consult them;
- 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;
- Inspect 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.

Recognition Agreement Addendum

The Hospital Consultant and Specialist Association (HCSA)

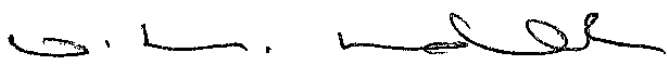


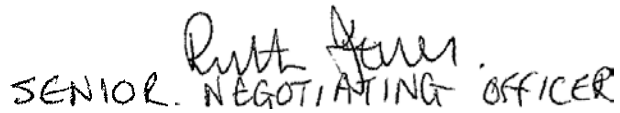





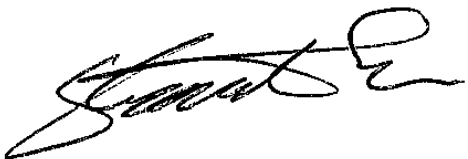
The British Medical Association (BMA) have significant membership within the organisation.

We believe the HCSA has only a small number of members within the Trust; at this stage we consider this to be less than 21 members.

The Trust have agreed through the TNCC to explore a conversation about the process to derecognise the HCSA through application to the Central Arbitration Committee (CAC).

Following exploration and potential application to the CAC, and should this process prove to be successful, the HCSA would no longer be recognised by the Trust for the purposes of collective bargaining and negotiation and the Recognition Agreement will be updated accordingly.

SECTION 6 - PARTIES TO THIS AGREEMENT

Signed on behalf of	Signatures	Date
the Trust		14/6/17
BDA	Agreed by email (Steve Austin)	29 th March 2017
BIOS		21 st June 2017
BMA		16/03/2017
CSP	 SENIOR. NEGOTIATING OFFICER	5 th June 2017
FCS		17/3/17
HCSA		16/03/2017
RCM		15/03/2017
RCN		20/03/17
SOR	 FTO MIDLANDS	15/3/17
Unison/BAOT		
Unite		10/05/17