

Trade Union and Professional Organisation Recognition Agreement UHL Policy

Approved By:	Policy and Guideline Committee
Date Approved:	18 February 2011
Trust Reference:	B24/2011
Version:	6
Supersedes:	5 (PGC 15 May 2020 – review date extension)
Author / Originator(s):	Smita Ganatra, People Services Business Partner
Name of Responsible Committee/Individual:	Chief People Officer
Latest Review Date	27 February 2023 – Policy and Guideline Committee
Next Review Date:	August 2024 Review date extension approved at PGC 16/02/24

CONTENTS

Section		Page
	Review Dates and Details of Changes Made During The Review	2
	Key Words	2
	Summary	2
1	Introduction	3
2	Policy Aims	3
3	Policy Scope	3
4	Definitions	3
5	Roles and Responsibilities	4
6	Policy Statement	4-9
7	Process for Monitoring Compliance	10
8	Education and Training Requirements	10
9	Equality Impact Assessment	10
10	Legal Liability	10
12	Supporting References, Evidence Base and Related Policies	11
12	Process for Version Control, Document Archiving and Review	11

Appendices		Page
1	Joint Staff Consultation and Negotiation Committee - Terms of Reference	12-13

REVIEW DATES AND DETAILS OF CHANGES MADE DURING THE REVIEW

The Trade Union and Professional Organisation Recognition Agreement was reviewed during September-October 2015.

The only amendments were:

- Changes to job titles in People Services – Replacing Director of Workforce and OD to Chief People Officer, and HR Department to People Services
- In the first sentence under 6.2.1 replacing 'progressing' with 'promoting'; and

KEY WORDS

Trade Union, Representative, Staff-side, Recognition, Consultation, Negotiation, JSCNC.

SUMMARY

This Agreement provides the framework for the Trust's corporate management of employment relations.

1 INTRODUCTION

- 1.1 This document specifies the trades unions and professional organisations which are recognised by the University Hospitals of Leicester NHS Trust (the Trust) for staff representation and collective bargaining purposes.
- 1.2 Attached as an Appendix are the Terms of Reference separately agreed for the Joint Staff Consultation and Negotiation Committee
- 1.3 The Agreement should be read in conjunction with the Trust's 'Facilities and Time-off For Accredited Representatives And Members Of Trade Unions And Professional Organisations Agreement' (*Trust reference B20/2014*).

2 POLICY AIMS

- 2.1 This Policy has two main aims:
 - to provide the framework for recognition, staff representation, consultation and negotiation processes within the Trust and;
 - to promote partnership working between Trust Management and the Staff-side.

3 POLICY SCOPE

- 3.1 This Policy determines the arrangements for recognition, staff representation, consultation and negotiation which are to be followed by Trust Management and Staff-side representatives (including Full-time Officers) for the management of employment relations issues.

4 DEFINITIONS

The following definitions apply to terms used within this document:-

- 4.1 Staff Side Representative – An accredited representative of a Trade Union/ Professional Organisation recognised by the Trust under its 'Facilities and Time-off Work...' Agreement (*Trust reference B20/2014*).
- 4.2 Trade Union/Professional Organisation – A certified independent employee membership organisation.
- 4.3 Consultation - Sharing information, views and opinions about matters, with the aim of influencing decisions, actions or outcomes.
- 4.4 Negotiation - Discussions aimed at reaching an agreed position on the matters in question.
- 4.5 Joint Staff Consultation and Negotiation Committee (JSCNC) – is the collective consultation and negotiation committee for corporate-level meetings between Management and Staff-side representatives.

4.6 Local Negotiating Committee (LNC) – is the equivalent of the JSCNC for matters which apply exclusively to medical and dental staff.

5 ROLES AND RESPONSIBILITIES

5.1 Chief People Officer (and the Executive Lead for this policy)

To ensure the development and maintenance of trade union recognition arrangements which support collective bargaining and help to promote partnership working.

5.2 People Services

To advise and support line managers to adhere to the Agreement in 'local' consultations and negotiations with Staff-side representatives.

To apply the Agreement in order to promote partnership working.

5.3 Line Managers

To adhere to the Agreement in 'local' consultations and negotiations with Staff-side representatives.

5.4 Staff-side Representatives

To adhere to the Agreement in 'local' consultations and negotiations with Trust Management representatives.

6 POLICY STATEMENT

6.1 INTRODUCTION

This Agreement is made between the University Hospitals of Leicester NHS Trust ("The Trust") and the following organisations which are confirmed as having paid-up membership within the Trust:

British Dietetic Association (BDA)
British Medical Association (BMA)
British Orthoptic Society (BOS)
Chartered Society of Physiotherapy (CSP)
Federation of Clinical Scientists (FCS)
Royal College of Midwives (RCM)
Royal College of Nursing (RCN)
Society of Chiropractors and Podiatrists (SOCP)
Society of Radiographers (SOR)
Union of Construction, Allied Trades and Technicians (UCATT)
UNISON (inc British Assoc of Occupational Therapists)
UNITE

Within this Agreement, the term "Trust" shall include those people or bodies acting with the authority and approval of the Trust Board.

Within this Agreement, the collective term for the organisations listed above shall be the "Staff-Side".

6.2.1 RECOGNITION

6.2.2 The Trust is committed to promoting Management and Trade Unions/Professional Organisations (TUs/POs) working in partnership. In line with the NHS Executive's principles of Staff Involvement, the Trust will engage with TUs/POs at the earliest possible stage in influencing decisions and in joint information sharing, learning and problem solving with management.

6.2.3 All parties to this Agreement are committed to the development and maintenance of a framework for sound industrial relations. To this end, it is considered to be mutually beneficial for employees to be represented by TUs/POs.

6.2.4 The Trust recognises the TUs/POs comprising the Staff-Side as having sole rights to participate in the Trust's agreed central negotiating and joint consultative machinery. The Trust also recognises the legitimate function of the TU's/PO's accredited representatives (who will be employees of the Trust) and full-time officers to represent the interests of their members in the workplace, subject to the terms of this and the Trust's agreed Facilities and Time Off Agreement.

6.2.5 Recognition of any of the TUs/POs party to this Agreement is subject to its continuing to have paid-up membership amongst staff employed by the Trust.

6.2.6 TUs/POs who cease to have paid-up membership within the Trust will cease to be party to this Agreement. The Chief People Officer will be informed in writing by the relevant Full Time Officer of TUs'/POs' representatives whose membership has lapsed. Recognition will be reinstated by the Chief People Officer, upon verification of membership within the Trust. In order to maintain stability, however, fresh recognition in such circumstances will take place at a date agreed with the Chief People Officer which will be within a 6 month period. Similarly, TUs/POs who seek recognition for the first time and who are able to demonstrate paid-up membership within the Trust will not be awarded recognition until a date agreed with the Chief People Officer which will be within a 6 month period.

6.2.7 Representation, Consultation and Negotiation functions and rights are defined below.

6.3 REPRESENTATION

6.3.1 The Trust recognises that TUs'/POs' representatives have an important role in the management of employee relations, in addition to their duties and activities as employees of the Trust. It is important that the Trust works in partnership to develop a strong base of local representatives. To this end the Trust undertakes to provide facilities and time off for representatives as set out in the Trust's agreed Facilities and Time off Agreement, which should be read in conjunction with this Agreement.

6.3.2 Representatives' duties and activities may include:

- Representing members across the Trust as appropriate and/or as detailed within the TU/PO representative's accreditation information.

- Undertaking industrial relations duties associated with members' problems at work, including: grievances, disciplinary proceedings, equal opportunities, interpretation and application of existing terms and conditions of service, policies, procedures and provisions.
- Communicating with their members, TU/PO colleagues and full-time officers and, on behalf of their members, with speciality/department/Trust managers and/or People Services, Specialist Advisers e.g. ACAS
- Participating in the Trust's agreed consultative and negotiating machinery.
- Seeking full union membership amongst all employees in the Trust.
- Participating in other TU/PO duties and activities in accordance with the Trust's Facilities and Time off Agreement.

6.3.3 These representative duties and activities are consistent with all parties' wish to resolve issues quickly and as close as possible to their point of origin. This does not preclude any departmental issues being raised and pursued through the Trust's central consultative and negotiating machinery if they have been advised at departmental level and have not been satisfactorily resolved.

6.3.4 Representatives will not have defined 'constituencies', but it is in the best interests of both the Trust and TUs/POs to encourage local representation.

6.4 CONSULTATION

6.4.1 It is understood within the context of this Agreement that meaningful consultation provides for the exchange of views based on the general principle that the mere passage of information is not consultation. Consultation involves an opportunity to influence decisions and their application.

6.4.2 Matters for consultation should include strategic planning decisions, including decisions about the allocation of resources, which have staffing implications and consequential operational decisions. This is particularly necessary for those decisions likely to affect the job prospects or security of particular groups or occupations; the development of or changes to all Trust policies and procedures, especially staff and employment policies and procedures, likely to affect TU/PO members.

6.4.3 The Trust and the TUs/POs will establish and maintain a Trust Joint Staff Consultation and Negotiation Committee (hereafter called the JSCNC), which will be the collective consultation and negotiation body for all staff employed within the Trust. The constitution of and administrative arrangements for the JSCNC are as set out in Appendix A to this Agreement.

6.4.4 The Committee will provide in terms of consultation:-

- A central forum through which the Trust can consult staff representatives on the issues set out in para 6.4.2 above.
- An opportunity for the Staff-Side to comment on and influence the business of the Trust.
- A regular opportunity to identify and discuss other issues relevant to the general interest and welfare of the Trust's staff.

6.4.5 The Trust is committed to consulting with all its employees on matters of change affecting them.

6.5 NEGOTIATION

SCOPE OF COLLECTIVE BARGAINING

The JSCNC will be responsible for collective negotiation as follows. Matters covered by this Agreement as being appropriate to collective bargaining are:

- a) Basic Pay (including enhancements, leads and supplements) and terms and conditions of employment of:
 - Staff employed under Trust employment contracts but excluding those on contracts within the purview of the Trust's Remuneration Committee and excluding matters regarding payment of *senior managers' contracts.
 - * For purposes of paragraph 4.1 the definition of senior managers shall include those individuals employed on local or national SMP scales and any locally devised management scales from pre UHL merger.
 - Staff employed under retained Whitley Council terms and conditions of service within the terms of any enabling agreements appropriate to them.
- b) Employment/People Services policies and procedures relating to the employment, non-engagement, suspension and termination of employment of one or more staff.
- c) Facilities arrangements for TU/PO Officials and workplace representatives.
- d) Machinery for negotiation or consultation and other procedures relating to any of the foregoing matters, including the recognition by the Trust of the right of TUs/POs to represent staff in any such negotiation or consultation or in carrying out any such procedures.

6.4.5 NEGOTIATING MACHINERY

6.6.1 All parties to this Agreement recognise the need to facilitate the provision of the highest possible quality of healthcare for the benefit of the Trust's patients.

6.6.2 The TUs/POs party to this Agreement recognise the Trust's responsibility to plan, organise and manage its activities in accordance with its strategic, service and performance objectives and within available financial resources. The Trust recognises the Tus'/POs' objectives of working to secure for their members improved conditions of employment and work in accordance with their rules and policies.

6.6.3 The JSCNC, as referred to in paragraph 4.1, will negotiate on matters falling within paragraph 4.1 above and will be empowered to conclude agreements thus enabling direct referral, as appropriate, to the Executive Team/Trust Board.

6.7 RESOLUTION OF DIFFERENCES

In the event of there being a failure to reach agreement within the negotiation agenda of the JSCNC, it is agreed that the matter will be handled in accordance with the Trust's Grievance and Disputes Procedures. In accordance with those Procedures, such matters may be referred to ACAS for conciliation by either party.

6.8 DISCLOSURE OF INFORMATION

The Trust will comply with the ACAS Code on the Disclosure of Information to Trade Unions for Collective Bargaining Purposes.

6.9 MEDICAL STAFF

The overarching consultation and negotiation committee for the Trust is the JSCNC. The Trust also operates a Local Negotiating Committee (LNC) which is specifically for medical staff related issues. The LNC will also be the forum through which the Trust will, where appropriate, formally seek the views of the medical and dental staff on relevant matter, including those which are of wider application to the staff of the Trust.

6.10 INTERPRETATION, VARIATION, REVIEW AND TERMINATION

6.10.1 Any disagreement as to the interpretation of this Agreement will be referred in the first instance to the Joint Secretaries of the JSCNC. In the event of continuing disagreement, the matter will be referred to the full JSCNC. Thereafter, disagreement will be handled as in para 4.3 above.

6.10.2 Variation to this Agreement may only be made by joint agreement of the full JSCNC and approved by the Trust Board.

6.10.3 Either side may terminate this Agreement by the giving of 6 months' notice through its Joint Secretary, or by agreement of both sides to its termination at any time.

6.10.4 Provided that no such notice or agreement to terminate the Agreement has been given, both sides agree to review this Agreement after 5 years unless either side request an earlier review, in writing, to the Chief People Officer.

This Agreement is not intended to be legally binding but, as an Agreement freely entered into by all parties, it is meant to be morally binding.

7 PROCESS FOR MONITORING COMPLIANCE

POLICY MONITORING TABLE

Element to be monitored	Lead	Tool	Frequency	Reporting arrangements	Lead(s) for acting on recommendations	Change in practice and lessons to be shared
That all parties conduct consultations and negotiations in line with the provisions of the Agreement.	JSCNC Joint Secretaries (as per Section 5 of the Agreement)	Reviews of application in practice	On-going	JSCNC	JSCNC	Through consultation and negotiation via the JSCNC

8 EDUCATION AND TRAINING REQUIREMENTS

There are no specific training or education requirements required for the implementation and application of this policy.

9 EQUALITY IMPACT ASSESSMENT

- 9.1 The Trust recognises the diversity of the local community it serves. Our aim therefore is to provide a safe environment free from discrimination and treat all individuals fairly with dignity and appropriately according to their needs.
- 9.2 As part of its development, this policy and its impact on equality have been reviewed and no detriment was identified.

10 LEGAL LIABILITY

The Trust will generally assume vicarious liability for the acts of its staff, including those on honorary contract. However, it is incumbent on staff to ensure that they:

- Have undergone any suitable training identified as necessary under the terms of this policy or otherwise.
- Have been fully authorised by their line manager and their Clinical Management Group/ Directorate to undertake the activity.
- Fully comply with the terms of any relevant Trust policies and/or procedures at all times.
- Only depart from any relevant Trust guidelines providing always that such departure is confined to the specific needs of individual circumstances. In healthcare delivery such departure shall only be undertaken where, in the judgement of the responsible clinician it is fully appropriate and justifiable - such decision to be fully recorded in the patient's notes.

11 SUPPORTING REFERENCES, EVIDENCE BASE AND RELATED POLICIES

The Trust's 'Facilities And Time Off For Accredited Representatives And Members Of Trade Unions And Professional Organisations Agreement' (*Trust reference B20/2014*).

The Trust's 'Staff Grievance and Disputes Policy and Procedure' (*Trust reference A7/2004*).

NHS Terms And Conditions Of Service Handbook ('Agenda for Change'), Section 26: 'Joint consultation machinery'.

12 PROCESS FOR VERSION CONTROL, DOCUMENT ARCHIVING AND REVIEW

This policy and procedure supersedes the Trade Union and Professional Organisation Recognition Agreement March 2011.

The policy will be reviewed by People Services and Staff-Side in December 2018 or sooner should significant changes be required.

This document will be uploaded onto SharePoint and available for access by Staff through INsite. It will be stored and archived through this system.

University Hospitals of Leicester NHS Trust
Joint Staff Consultation and Negotiation Committee - Terms of Reference
October 2013

1. Purpose

- 1.1 The Joint Staff Consultation and Negotiation Committee (JSCNC) will ensure that the principles underpinning the Partnership Agreement Framework agreed by the Department of Health, NHS Employers and NHS Trade Unions operate effectively within the University Hospitals of Leicester NHS Trust.

2. Context

- 2.1 The terms of reference for the JSCNC shall support the Trust's Recognition Agreement.

3. Terms of Reference

- 3.1 The Trust and Trade Union's/Professional Organisations (TUs/POs) will establish and maintain the JSCNC which will be the collective consultative and negotiation body for all staff employed within the Trust.

- 3.2 The JSCNC will convene bi-monthly and hold the authority to establish sub-groups for the consultation or negotiation of specific issues such as policies, local pay, the NHS staff survey. These sub-groups will report to the JSCNC. A special meeting can be called by agreement of the Joint Secretaries.

- 3.3 The JSCNC shall not discuss issues:-

- Of individual discipline, promotion, efficiency or any other aspect of an individual's terms and conditions of employment.
- Too narrow in scope and which are appropriately and immediately dealt with by direct liaison between workplace representatives and local management.

4. Partnership Approach

To deliver successful partnership working it is important to develop good formal and informal working relations that build on trust and share responsibility, whilst respecting difference. To facilitate this, all parties commit to adopting the following principles in their dealings with each other:

- 4.1 building trust and a mutual respect for each other's roles and responsibilities
- 4.2 openness, honesty and transparency in communications
- 4.3 top level commitment
- 4.4 a positive and constructive approach
- 4.5 commitment to work and learn from each other
- 4.6 early discussions of emerging issues and maintaining dialogue on policy and priorities
- 4.7 commitment to ensuring high quality outcomes
- 4.8 where appropriate, confidentiality
- 4.9 making the best use of resources
- 4.10 ensuring a no surprise culture

5. Representation

- 5.1 The Management-Side of the JSCNC will comprise of the Chief Executive and Chief People Officer with further Directors/Senior Managers attending to present specific agenda items.
- 5.2 Staff-Side membership will be limited to accredited representatives employed by the Trust with provision for other accredited or fulltime TU/PO representatives to be in attendance as observers, subject to the prior notification to the Chief People Officer of such attendance. The allocation of seats will be at Staff-Side's discretion.
- 5.3 The JSCNC may co-opt at any meeting, by agreement of the joint secretaries, persons with specialist knowledge where it is considered that the contribution of such persons, acting in an advisory or reporting capacity only, would be beneficial to the Committee.
- 5.4 Full-Time Officers of recognised TU's/PO's may attend meetings in an advisory capacity.
- 5.5 Staff-Side members shall retire from the JSCNC if they cease to be paid-up members of, or hold office within, the TU/PO which they represent, or if they cease to be employed by University Hospitals of Leicester NHS Trust.
- 5.6 A quorum of the JSCNC shall be a minimum of the Chief Executive and Chief People Officer or their nominated Deputies and 3 of the accredited Staff-Side representatives .

6. Chairperson and Vice Chair

- 6.1 The Chairperson and Vice Chair shall be the Staff Side Chair and Chief Executive. The positions shall rotate annually.

7. Administrative Arrangements

- 7.1 Each side will appoint a Joint Secretary to the JSCNC. The Chief People Officer will undertake the role on behalf of the Management-Side.
- 7.2 Items for inclusion on the agenda will be forwarded at least fourteen working days prior to the meeting to Trust Admin who will draft an agenda for approval by the Management-Side Secretary and Staff-Side Secretary. Notice of the meeting, agenda and papers will be sent out by Trust Admin after approval by the Management-Side Secretary, at least nine working days prior to the meeting.
- 7.3 Urgent items not on the agenda may be admitted at the discretion of both Joint Secretaries, provided that they are satisfied that the matters can be adequately dealt with without longer notice.
- 7.4 The Management-Side Secretary will approve the draft the Minutes of the meeting for agreement by the Staff-Side Secretary. The agreed Minutes will normally be distributed within fifteen working days of the JSCNC meeting.

Approved by the JSCNC 13.11.2013