

# Policy Document

Reference: HR06

## Recognition and Local Collective Bargaining Arrangements:

A formal Agreement made between the  
University Hospital of North Midlands (NHS)  
Trust and the Trade Unions representing the  
Workforce

Version:	8
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Policy Author:	Head of Employee Relations
Executive Lead:	Chief People Officer

**Version Control Schedule**

Final Version	Issue Date	Comments
1	2005	
2	2007	
3	2009	
4	2012	
5	2016	Changes to paragraph 3.1 re TU negotiating rights and GMB added to list of unions; references included to Trust's Grievance and Disciplinary Policy in Section 3; 6.2 – makes clear that staff release time can be extended by mutual agreement; new sections 6.4 and 6.5 – explains that divisions may need to support staff release time for TU duties; Appendix 3 section 4.1 explains that travel time between sites is allowed as part of TU duties; New Appendix 6 added
6	2017	Partnership statement has been revised to reflect a more strategic and performance orientated focus. Introduction of the trade union reporting requirements in line with the Trade Union Regulations 2017. Updated the chair and secretary names for staff-side and LNC.
7	July 2020	Minor amendments at 3 year review
8	July 2023	Minor amendments to language only at 3 year review to change Human Resources to People and grievance to resolution. New Staff Side roles following May 2023 elections also included.

**Statement on Trust Policies**

The latest version of 'Statement on Trust Policies' applies to this policy and can be accessed [here](#)

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## 1. INTRODUCTION

- 1.1 This agreement made between the University Hospital of North Midlands (NHS) Trust and the Trade Unions representing the workforce sets out the involvement of recognised trade unions within the Trust and details the consultative framework designed to facilitate harmonious industrial relations. It also sets out the general approach to, and the conditions under which, time off for trade union duties and activities shall be granted to employees. It is guided by the ACAS code of practice and the legislative framework of the Trade Union and Labour Relations Act 1974 (as amended) the Employment Protection (Consolidation) Act, as amended by the Employment Acts 1982 and 1989 and the Employment Relations Act 1999 and is intended to complement and support the agreed constitution and formal workings of the Trust Joint Negotiating and Consultative Committee (TJNCC).

## 2. POLICY STATEMENT

- 2.1 The University Hospital of North Midlands (NHS) Trust and the Trade Unions representing the workforce are committed to developing local collective bargaining machinery and agreeing a range of industrial relations policies. The Trust and the trade unions are committed to working in partnership to achieve these and other Trust wide, local and national objectives as evidenced by the Partnership Agreement (attached as appendix 1). An agreed system of time-off for Trade Union duties and activities should increase understanding and encourage good local industrial relations. No formal education is required to implement this policy.

## 3. RECOGNITION

- 3.1 In order to enable industrial relations to be conducted in an orderly and structured fashion, it is agreed that the University Hospital of North Midlands (NHS) Trust will recognize its Joint Staff Side as the main body through which all local industrial relations matters will be considered. Although Individual Trade Union's retain the right to negotiate singularly with the employer on matters that impact solely on their members alone, or on issues where that Trade Union's members views are in opposition to the collective staff side position.

All matters that affect the contract of employment or terms and conditions for medical staff of all grades will be dealt with through the Local Negotiating Committee.

The Trust's Joint Staff Side comprises the following trade unions:

UNITE (incorporating **Amicus and Transport and General Workers Union**,)  
British Association of Occupational Therapists  
British Dietetic Association  
British Medical Association  
British and Irish Orthoptist Society  
Chartered Society of Physiotherapy  
Royal College of Midwives  
Royal College of Nursing  
Society of Radiographers  
UNISON  
GMB

- 3.2 It is agreed that no further unions will be added to the Trust's Joint Staff Side without the written agreement of both the Chairperson of the Trust Joint Staff Side and the Chair of the Management Side.

- 3.3 The Trust Joint Staff Side, and its constituent unions, are therefore recognised to represent their members for those issues defined in the TULRA 1974 (as amended) for the purpose of collective bargaining. Namely:
- 3.3.1 terms and conditions of employment, and/or the physical conditions in which any workers are required to work;
  - 3.3.2 employment policies relating to the engagement or non-engagement, or termination or suspension of employment or the duties of employment of one or more workers;
  - 3.3.3 allocation of work or the duties of employment as between workers or groups of workers;
  - 3.3.4 matters of discipline, in accordance with the Trust Disciplinary Policy;
  - 3.3.5 grievances and disputes raised in accordance with the Trust's Resolution Policy
  - 3.3.6 facilities for Trade Union representatives
  - 3.3.7 machinery for negotiation or consultation and other procedure relating to any of the foregoing matters, including the recognition by employers of the right of a trade union to represent workers in any such negotiation or consultation or in the carrying out of such procedures.
- 3.4 Recognition is also granted for the above to represent their members on any other matters affecting relevant employees, as detailed in TULRA 1974 (as amended).
- 3.5 It is agreed that every attempt will be made to resolve issues through the Trust's agreed collective bargaining arrangements or the Trust's Resolution Policy and that no stoppage of work or other action will be taken until these arrangements have been fully exhausted. During the process of collective bargaining the status quo will be maintained, with work proceeding normally according to the provisions in force prior to the matter at issue

#### **4. SCOPE**

- 4.1 The scope of this agreement to cover consultation and negotiation on all pay and non-pay (e.g. policies), terms and conditions of service for all staff employed by the Trust<sup>1</sup>, with the exception of:
- 4.1.1 Staff in training grades whose pay and conditions of service will continue to be determined by the Secretary of State.
  - 4.1.2 Directors, Senior Managers of the Trust and Clinical Managers such as Associate Medical Directors, and Clinical Directors (where they are employed on separate terms and conditions) and whose pay will be determined by the Trust Board.
  - 4.1.3 Employment practices and procedures governed by statute.

#### **5. CONSULTATIVE FRAMEWORK**

- 5.1 The constitution of the Trust's Joint Negotiating and Consultative Committee is attached as Appendix 2 in full and states its objective and functions as being:

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<sup>1</sup> On occasions where it is necessary to provide information to or consult/negotiate with individuals who are not members of trade unions or professional bodies the Trust will seek to identify worker representatives to ensure full representation of the workforce.

- a. To negotiate and reach agreements on the pay and non-pay terms (e.g. policies) and conditions of employment of all staff within its scope.
  - b. To provide a forum for consultation, negotiation and advice on any other matters that affect relevant employees, as detailed in TULRA 1974 (as amended).
  - c. To jointly refer appropriate matters to relevant National and Regional Joint bodies if they are within the scope and function of those bodies.
  - d. To provide a forum for the avoidance and resolution of disputes, in accordance with the Trust's Resolution Procedure. .
- 5.2 It is agreed that the role of the joint secretaries is to ensure that the TJNCC focuses its activities on policy issues and agreed key operational matters.

## **6. TIME OFF PROVISIONS**

- 6.1 The detailed provisions for Time-Off are given in Appendix 3.
- 6.2 In order to promote an effective employees relations climate and further develop partnership working across the Trust, the Chief Executive has agreed to fund up to 10 working days staff release time on a corporate basis. This may be increased by mutual agreement between staff side, the Chief Executive and the Chief People Officer in times of unanticipated demand i.e. a wide scale organisational change process. It is the responsibility of staff side to determine how those 10 working days are shared out across staff side. It is anticipated, however, that staff side key roles such as Chairperson of TJNCC and Secretary will be allocated adequate release time. The Chair of Staff Side will advise the Chief People Officer on an annual basis in terms of how staff side are utilizing the available release time.
- 6.3 When individuals are undertaking trade union activities on a full time basis (e.g. Seconded to a project) arrangements for updating of clinical skills, appraisal and management of leave should be made jointly between the individual, the secondment manager and the substantive manager.
- 6.4 It is recognised that on occasions the divisions may need to support trade union activities via the release and financially supporting union representatives in undertaking both corporate and divisional activities and case work. Support where possible will be accomodated.
- 6.5 Where there is no objective reason to decline such requests, the HR Department will provide its support and make contact with Divisional Management if necessary
- 6.6 In line with the Trade Union (Facility Time Publication Requirements) Regulations 2017 ("the Facility Time Regulations"), there is a requirement to publish information relating to facility time for relevant union officials on an annual basis covering the 12 month period beginning with 1 April.

A relevant union official means a trade union official; a learning representative of a trade union within the meaning of the 1992 Act; or a safety representative appointed under regulations made under the Health and Safety at Work Act 1974.

Facility time means time off taken by a relevant union official, that is permitted by University Hospitals of North Midlands, in order to:

- carry out trade union duties, the duties of a union learning representative or activities in relation to which an employee is acting as a representative of the union;
- accompany a worker to a disciplinary hearing or resoution hearing; or

- carry out duties and receive training under the Safety Representatives and Safety Committees Regulations 1977.

The regulations excludes hours when employees are taking part in any activities when acting as a representative of the union for which they are not paid by the institution. Any arrangements in place which University Hospitals of North Midlands pays for and is subsequently fully reimbursed by the union on a recharge basis are excluded from this reporting requirement.

To meet this requirement, each union is required to provide:

- Point of contact who will provide this information for trade union officials
- Validation of the list of trade union officials
- Provision of the required information on a monthly basis to People Operations ([myemployeerelations@uhnms.nhs.uk](mailto:myemployeerelations@uhnms.nhs.uk)) paid time off outside of agreed corporate time (with evidence of sign off of this time by manager)
- Notification of any paid time off for trade union officials that falls under the definition of union activities in relation to which an employee is acting as a representative of the union, for example:
  - Union branch, area or regional meetings,
  - Annual conference and
  - Meetings with full time officers to discuss issues relevant to the workplace.
- Provision of this information to People Operations at financial year end purely for review at Trust Joint Negotiating Consultative Committee (TJNCC) and LNC (Local Negotiating Committee) and for the purposes of collation and publication – People Operations will not be involved in verifying the time off
  - Verification will be provided through the management sign off process and the agreement between the union official and their manager
- Review reporting of paid trade union official facility time at the TJNCC / LNC meetings at interval points during the financial year

## **7. FACILITIES**

- 7.1 The detailed provisions for the facilities provided to the Trust joint staff-side are detailed in Appendix 4.

## **8. DISCLOSURE OF INFORMATION**

- 8.1 The principles underlying the disclosure of information for collective bargaining purposes are detailed in Appendix 5

## **9. INDUSTRIAL ACTION**

- 9.1 In reaching this agreement with the Trust, the trade unions acknowledge the shared responsibilities to use agreed procedures so that problems are resolved constructively and industrial action is avoided in accordance with any appropriate ACAS guidance and internal Trade Union rules.

## **10. REVIEW, VARIATION AND TERMINATION**

- 10.1 This agreement will be reviewed as appropriate and may be terminated by either side giving to the other side not less than twelve months notice in writing, during which time both sides will work towards reaching a new agreement.

10.2 There shall be no variation to this agreement without a decision from the TJNCC and the LNC.

**11. SIGNATURE**

11.1 Signed on Behalf of the University Hospital of North Midlands (NHS) Trust

----- (Chief Executive) Date -----

11.2 Signed on Behalf of the Trade Unions representing the workforce.

	<u>Signed</u>	<u>Date</u>
UNITE	.....	.....
British Association of Occupational Therapists	.....	.....
British Dietetic Association	.....	.....
British Medical Association	.....	.....
British and Irish Orthoptist Society		...
Chartered Society of Physiotherapy	.....	.....
Royal College of Midwives	.....	.....
Royal College of Nursing	.....	.....
Society of Radiographers	.....	.....
GMB	.....	.....
UNISON	.....	.....

## PARTNERSHIP AGREEMENT

### *Introduction*

The NHS Constitution includes rights and commitments relating to NHS organisations working with their staff, the patients and the public they serve, to involve them in decisions affecting the operation of services. In relation to partnership working, the NHS Constitution sets out a commitment for the NHS to 'engage staff in decisions that affect them and the services they provide, individually, through representative organisations and through local partnership working arrangements.'

This Partnership Agreement recognises the strong body of research, which clearly shows the link between effective staff engagement, organisational performance and patient experience.

UHNM wants to ensure proper representation by recognised unions/professional organisations and will work in partnership with trade unions to ensure and maintain effective workplace employee relations.

Employers and trade unions are committed to work in partnership to ensure the experience of staff working for UHNM is positive and to support the successful delivery of the organisation's objectives. This agreement is separate to collective bargaining which is undertaken in the Trust's Joint Negotiating and Consultative Committee (TJNCC) or the Local Negotiating Committee (LNC); it is about the way we do things in this Trust to ensure the employer, staff and trade unions work together to deliver the highest quality care for all of our patients.

### *Aim of this agreement*

This agreement sets out the ambition of the employer and trade unions to work together, with the aim of creating an environment that promotes and supports a strong and positive working relationship.

### *Benefits of partnership working*

Effective partnership working has the potential to deliver benefits, such as:

- Staff and trade unions representatives, working with the employer, to initiate, develop and implement improved ways of working
- Greater flexibility in the use of resources and the ability to achieve change in the workforce more effectively
- More informed decision-making
- Improved staff morale and greater satisfaction in their work.

## *Our objectives*

UHNM has a challenging agenda but understands that its objectives will be best met by a shared vision, common understanding, joint communication and partnership working between the employer and trade unions.

The objectives of UHNM are to:

1. Delivering quality excellence for patients.
2. Delivering our obligations to the taxpayer.
3. Achieving excellence in education and training.

Our workforce will be key in achieving these objectives. UHNM will work in partnership to support our ambition to:

- be the employer of choice, at the forefront of best and innovative employment practice
- effectively recruit, develop and retain staff who have the skills, capacity, diversity and flexibility to meet the demands of the service
- support the quality of service delivery through improved standard setting, monitoring and governance arrangements, reflected in best practice HR policies, practices and processes
- ensure a healthy, productive and supportive working environment for staff
- provide appropriate support to staff, especially when implementing or going through change.

## *Shared Values*

The values underpinning partnership include:

- **Openness** – transparent processes, maximum availability of information, no hiding bad news.
- **Trust** – flows from openness - requires open mindedness without any preconceived ideas, personal views or preferences and a willingness to learn from experience and have second thoughts.
- **Respect** – for different experiences (e.g. where some Staff-side reps might lack formal management skills, they might have considerable people skills gained in other spheres) for different cultures and for different behaviours.
- **Tolerance** – acknowledging the pressures each other may be under – meeting performance on financial targets, differing levels of enthusiasm among different unions. An understanding, especially initially, that decision-making processes might be slow as the Staff-side representatives, in particular, have to ensure that they understand staff views and that staff have confidence in them to make decisions.
- **Commitment** – to work with and learn from each other and to ensuring high quality outcomes.
- **Unity** – towards the 'outside' world, inside or outside the Trust – whatever the arguments within specific projects, these would not be communicated externally, except in extreme cases of

disagreement.

- **Equity** - in decision-making – both sides have a responsibility to consult their constituencies thoroughly and to explain decisions fully. Tolerance is also required in this. It is anticipated that once partnership working has had time to develop and both parties are confident and comfortable with each other that equity of numbers will become unnecessary. The need for both sides to be present at decision-making forums will be required to ensure equity and transparency in decision-making for the continued confidence of all parties, however, it is hoped that the work of, for example, the Job Evaluation Panels will not be held up because equal numbers representing both parties could not be present due to unforeseen problems.

## *Shared Principles*

To support the partnership approach we commit to:

- share relevant information on issues that are or will impact on the workforce, in a timely manner. In addition the organisation will engage on any significant decision that is likely to affect employees, including:
  - the organisation structure and purpose, arrangements for supervision and management, operating and technical processes, training opportunities etc
  - strategic planning decisions that impact the workforce
  - how the organisation is performing, including its financial performance and service developments
  - engage in an open, honest and meaningful way
  - actively seek, listen to, value and respond to the views of staff in the development of strategy and organisational policies
  - work together to solve problems and identify solutions
  - work in a relationship of trust and respecting confidences
  - treat representatives fairly and maintain mutual respect between all
  - ensure the recommended and appropriate agreed time and funds allocated to partnership working are managed appropriately.

Managers recognise that staff and their representatives must have a degree of protected time away from their place of work to enable them to attend and contribute to the staff involvement process. To achieve this, managers will ensure employees are treated fairly during their union/professional involvement and careers are not prejudiced. Furthermore, this does not supersede policies and procedures already in place for staff representatives' time off for union duties (Collective Bargaining Agreement and Facilities Agreement).

## *Agreed ways of working*

### *The Unions and Staff-side Organisations*

Staff involvement requires staff and their representatives at all times to be committed to an open and participative working style. Staff and their representatives will demonstrate this through their own behaviour and the behaviour they expect from their colleagues.

### *Management Responsibilities*

As part of this Agreement, the University Hospital of North Midlands (NHS) Trust and its appointed managers will commit to adopting an open and participative working style based on honesty, equity and fairness in their dealings with staff. This will be demonstrated through:-

- Implementation and upholding of the Partnership Agreement.
- Free flow of information, other than confidential information about patients or staff, to enable involvement in decision-making.
- Ensuring staff are allocated sufficient time to participate in planning and decision-making at all levels throughout the Trust.
- Ensure staff are allocated protected time to participate in the implementation process.
- Encouraging and supporting staff to challenge work practices and systems to bring about positive change to enhance delivery of health care. To modernise systems, practices and jobs in keeping with the principles laid out in Agenda for Change.
- Agreement to share their experience and knowledge with staff and their representatives to ensure the provision of health care is improved.

### *Staff-side Responsibilities*

- As part of this Agreement, the staff and their representatives will commit to the same principles of openness, honesty and fairness in their dealings with management colleagues. This will be demonstrated by:-
- Implementation and upholding of the partnership agreement. Sharing of information in such a way as to promote trust between management and Staff-side, remaining conscious of the need to agree timescales for the release of information to prevent conflict, disharmony and upset to staff until such time that plans have been fully explored and drawn-up for consultation purposes. At this point, it should be recognised that legitimate differences of interest and priorities may be evident and Staff-side must ensure these are listened to, respected and represented.
- The agreement of staff to share their experience and knowledge with managers to ensure the provision of health care is improved through modernising systems, practices and jobs in keeping with the principles laid out in Agenda for Change.
- Agreement amongst the Staff-side to work in partnership with no single Union's views taking preference or working outside of this Agreement.
- Reasonable notice of time off requirements are provided.

**Review**

This Agreement will be reviewed in line with the review date for this policy by employer and trade union representatives.

Tracy Bullock

Jane Haire

Chief Executive Officer

Chief People Officer

Joanne Mallet

Michael Way

Staff Side Secretary

Staff Side Chair

Rob Butler

Chair LNC

FOI ref 262-2324

## UNIVERSITY HOSPITALS OF NORTH MIDLANDS NHS TRUST

### CONSTITUTION OF THE TRUST'S JOINT NEGOTIATING AND CONSULTATIVE COMMITTEE (TJNCC)

#### 1.0 Introduction

- 1.1 As a cornerstone of the Trust's local collective bargaining arrangements, it is agreed that a Joint Negotiating and Consultative Committee be established.

#### 2.0 Scope

- 2.1 The Joint Committee shall be the forum for consulting and negotiating the pay and non-pay (e.g. policies) terms and conditions of service for all staff employed by the Trust with the exception of:
- 2.1.1 Medical staff of all grades whose terms and conditions of service will be negotiated and agreed by the LNC.
  - 2.1.2 Staff in training grades whose pay and conditions of service will continue to be determined by the Secretary of State.
  - 2.1.3 Directors and Senior Managers of the Trust (who are employed on Senior Manager Conditions of Service) whose pay will be determined by the Trust Board.
  - 2.1.4 Employment practices and procedures governed by statute.

#### 3.0 Objectives and Functions

- 3.1 The objectives and function of the Joint Committee shall be:
- 3.1.1 To negotiate and reach agreements on the pay and non-pay (e.g. policies) terms and conditions of employment of all staff within its scope.
  - 3.1.2 To provide a forum for consultation, negotiation and advice on any other matters that affect relevant employees, as detailed in TULRA 1974 (as amended).
  - 3.1.3 To jointly refer appropriate matters to relevant National and Regional Joint bodies if they are within the scope and function of those bodies.
  - 3.1.4 To provide a forum for the avoidance and resolution of disputes in accordance with the Trust's Resolution Procedure.

#### 4.0 Joint Secretaries

- 4.1 Two secretaries to the Joint Committee (the "Joint Secretaries") shall be appointed, one by each party. The Joint Secretaries shall keep the minutes and membership records of the Joint Committee and shall be responsible for circulating notices of meetings, agendas and minutes. Appropriate administrative procedures shall be agreed between the Joint Secretaries, subject to the requirements or decisions of the Joint Committee. The Joint Secretaries will jointly agree the agenda for TJNCC meetings.
- 4.2 It is agreed that the role of the joint secretaries is to ensure that the TJNCC focuses its activities on policy issues and agreed key operational matters.

## 5.0 **Membership**

5.1 At any one time, the number of members appointed by the Trust to the Joint Committee ("The Employer's Side") shall be not more than 12 and by the Trade Unions ("The Staff Side") shall be not more than 12.

## 6.0 **Attendance of Full Time Officers and Co-Option of Members**

6.1 The Joint Committee may co-opt (for any meeting or part of a meeting), persons who have a special interest in a particular matter or whose special knowledge or advice would be of assistance. Such a person shall not vote.

6.2 At the invitation of the appropriate trade union, full time Officers of recognised Trade Unions are eligible to attend meetings of the Joint Committee and its Sub-Committees, in a consultative capacity. Prior notification to the Management Side Secretary will be given whenever possible.

## 7.0 **Replacement of Members**

7.1 Either party may, at any time, remove any of its own appointees from membership of the Joint Committee.

7.2 Notification of the appointment of replacements shall be made in writing as soon as practicable by the relevant party to the Joint Secretaries.

7.3 Deputies will be entitled to attend and, as far as is practicable, such names should be forwarded in advance to the Joint Secretaries.

## 8.0 **Chairperson and Vice-Chairperson**

8.1 The Chairperson shall be nominated by the Employer's Side and the Vice-Chairman by the staff-side.

## 9.0 **Meetings of the Joint Committee**

9.1 The Joint Committee shall normally meet every two months.

9.2 Additional meetings of the Joint Committee may be called by either side, either at meetings of the Joint Committee or through the respective Joint Secretaries.

9.3 Further to 9.2, if one side wishes to convene an extraordinary meeting, the chair should communicate this in writing to the Joint Secretary of the other party. The Joint Secretaries are then directed to convene such a meeting of the Joint Committee, to be held as soon as possible and within 14 calendar days.

9.4 The quorum for the Joint Committee meeting shall be not be less than 4 members on each Side. Associate Directors/Deputy Directors may attend in place of their Directors and have full decision making authority delegated to them. However, of the 4 management side representatives a minimum of 2 must be Trust Directors.

## 10.0 **Decision of the Joint Committee**

10.1 Each party agrees that its Side shall have the capacity and authority to conclude agreements on all terms and conditions of employment within the scope of the Joint Committee, subject to compliance with its own internal procedures. Such terms will become incorporated into the contracts of employment of relevant employees.

## 11.0 **Committees and Sub-Committees**

11.1 The Joint Committee may establish such Standing or Special Committees or Sub-Committees (referred to as "The Subordinate Committees") as it shall decide.

11.2 The Joint Committee shall, when establishing a Subordinate Committee, determine its terms of reference, including any powers which may have been delegated and publish a clear statement as to the Subordinate Committee's remit and the period of the expiry of the remit. These determinations may be varied by a subsequent decision of the Joint Committee.

11.3 Subordinate Committees shall have an Employer's Side and a Staff Side selected by the relevant Side.

11.4 Subject to any determinations of the Joint Committee, a Subordinate Committee:

11.4.1 Shall determine its quorum

11.4.2 Shall make appropriate arrangements for the preparation and circulation of notices, agendas and minutes.

11.4.3 May co-opt/invite persons on the same basis as the Joint Committee

11.4.4 Shall present reports to the Joint Committee in accordance with its remit.

11.5 A Standing Committee for Consultants and other Medical staff (including Staff Grades and Associate Specialists) (Local Negotiating Committee) shall also be established that shall have the authority to decide on all matters which affect the Contract of Employment or the Terms and Conditions of Service for Medical Staff of all grades. The Staff Side of this Committee shall include representatives of the BMA, and the wider Consultant body. The Management Side will include the Medical Director and other appropriate managers. The Joint Committee will meet every two months and additional meetings may be called by either party.

## 12.0 **Policy Review**

12.1 The TJNCC and Local Negotiating Committee have agreed their procedure for reviewing, developing and reaching agreement on People Policies. A copy of this procedure and associated framework is attached at Appendix 2c.

## 13.0 **Amendments to Constitution**

13.1 Any proposal to amend this constitution may be considered at any meeting of the Joint Committee, provided at least 21 days notice of the proposed amendment has been given in writing to the Joint Secretaries.

## 14.0 **Withdrawal and Termination**

14.1 As this Committee is a fundamental element of the Trusts agreed local collective bargaining machinery, withdrawal by either side from the Committee would be subject to the termination clause of the full agreement, to which this constitution is appended.

## UNIVERSITY HOSPITAL OF NORTH MIDLANDS

### CONSTITUTION OF THE TRUST'S LOCAL NEGOTIATING COMMITTEE (LNC)

#### 1.0 Introduction

- 1.1 As a cornerstone of the Trust's local collective bargaining arrangements, it is agreed that a Joint Local Negotiating Committee Committee for medical staff as a Standing Committee of the Trust's Joint Negotiating and Consultative Committee be established.

#### 2.0 Scope

- 2.1 The LNC shall be the forum for consulting and negotiating the pay and non-pay (e.g. policies) terms and conditions of service for all medical staff employed by the Trust with the exception of:
- 2.1.1 Staff in training grades whose pay and conditions of service will continue to be determined by the Secretary of State.
  - 2.1.2 Employment practices and procedures governed by statute.

#### 3.0 Objectives and Functions

- 3.1 The objectives and function of the LNC shall be:
- 3.1.1 To negotiate and reach agreements on the pay and non-pay (e.g. policies) terms and conditions of employment of medical staff within its scope.
  - 3.1.2 To provide a forum for consultation, negotiation and advice on any other matters that affect relevant employees, as detailed in TULRA 1974 (as amended).
  - 3.1.3 To jointly refer appropriate matters to relevant National and Regional Joint bodies if they are within the scope and function of those bodies.
  - 3.1.4 To provide a forum for the avoidance and resolution of disputes in accordance with the Trust's Resolution Procedure.

#### 4.0 Joint Secretaries

- 4.1 Two secretaries to the LNC (the "Joint Secretaries") shall be appointed, one by each party. The Joint Secretaries shall keep the minutes and membership records of the LNC and shall be responsible for circulating notices of meetings, agendas and minutes. Appropriate administrative procedures shall be agreed between the Joint Secretaries, subject to the requirements or decisions of the LNC. The Joint Secretaries will jointly agree the agenda for LNC meetings.
- 4.2 It is agreed that the role of the joint secretaries is to ensure that the LNC focuses its activities on policy issues and agreed key operational matters.

#### 5.0 Membership

- 5.1 At any one time, the number of members appointed by the Trust to the LNC ("The Employer's Side") shall be not more than 12 and by the Trade Unions ("The Staff Side") shall be not more than 12 and will include representation from junior medical staff, the Consultant body and specialty doctors (SAS grades).

## 6.0 Attendance of Full Time Officers and Co-Option of Members

- 6.1 The LNC may co-opt (for any meeting or part of a meeting), persons who have a special interest in a particular matter or whose special knowledge or advice would be of assistance. Such a person shall not vote.
- 6.2 At the invitation of the LNC representatives, full time Officers of the BMA are eligible to attend meetings of the LNC and its Sub-Committees, in a consultative capacity. Prior notification to the Management Side Secretary will be given whenever possible.

## 7.0 Replacement of Members

- 7.1 Either party may, at any time, remove any of its own appointees from membership of the LNC.
- 7.2 Notification of the appointment of replacements shall be made in writing as soon as practicable by the relevant party to the Joint Secretaries.
- 7.3 Deputies will be entitled to attend and, as far as is practicable, such names should be forwarded in advance to the Joint Secretaries.

## 8.0 Chairperson and Vice-Chairperson

- 8.1 The Chairperson is the Medical Director (or Deputy Medical Director in his absence) and the Vice-Chairman shall be nominated by the staff-side.

## 9.0 Meetings of the Local Negotiating Committee

- 9.1 The LNC shall normally meet every two months.
- 9.2 Additional meetings of the LNC may be called by either side, either at meetings of the LNC or through the respective Joint Secretaries.
- 9.3 Further to 9.2, if one side wishes to convene an extraordinary meeting, the chair should communicate this in writing to the Joint Secretary of the other party. The Joint Secretaries are then directed to convene such a meeting of the LNC, to be held as soon as possible and within 14 calendar days.
- 9.4 The quorum for the LNC meeting shall be not be less than 4 members on each Side. Associate Directors/Deputy Directors may attend in place of their Directors and have full decision making authority delegated to them. However, of the 4 management side representatives a minimum of 2 must be Trust Directors.

## 10.0 Decision of the Local Negotiating Committee

- 10.1 Each party agrees that its Side shall have the capacity and authority to conclude agreements on all terms and conditions of employment within the scope of the Joint Committee, subject to compliance with its own internal procedures. Such terms will become incorporated into the contracts of employment of relevant employees.

## 11.0 **Committees and Sub-Committees**

- 11.1 The LNC may establish such Standing or Special Committees or Sub-Committees (referred to as "The Subordinate Committees") as it shall decide.
- 11.2 The LNC shall, when establishing a Subordinate Committee, determine its terms of reference, including any powers which may have been delegated and publish a clear statement as to the Subordinate Committee's remit and the period of the expiry of the remit. These determinations may be varied by a subsequent decision of the LNC.
- 11.3 Subordinate Committees shall have an Employer's Side and a Staff Side selected by the relevant Side.
- 11.4 Subject to any determinations of the LNC, a Subordinate Committee:
- 11.4.1 Shall determine its quorum
  - 11.4.2 Shall make appropriate arrangements for the preparation and circulation of notices, agendas and minutes.
  - 11.4.3 May co-opt/invite persons on the same basis as the LNC
  - 11.4.4 Shall present reports to the LNC in accordance with its remit.

## 12.0 **Policy Review**

- 12.1 The TJNCC and Local Negotiating Committee have agreed their procedure for reviewing, developing and reaching agreement on People Policies. A copy of this procedure and associated framework is attached at Appendix 2c.

## 13.0 **Amendments to Constitution**

- 13.1 Any proposal to amend this constitution may be considered at any meeting of the LNC, provided at least 21 days notice of the proposed amendment has been given in writing to the Joint Secretaries.

## 14.0 **Withdrawal and Termination**

- 14.1 As this Committee is a fundamental element of the Trusts agreed local collective bargaining machinery, withdrawal by either side from the Committee would be subject to the termination clause of the full agreement, to which this constitution is appended.

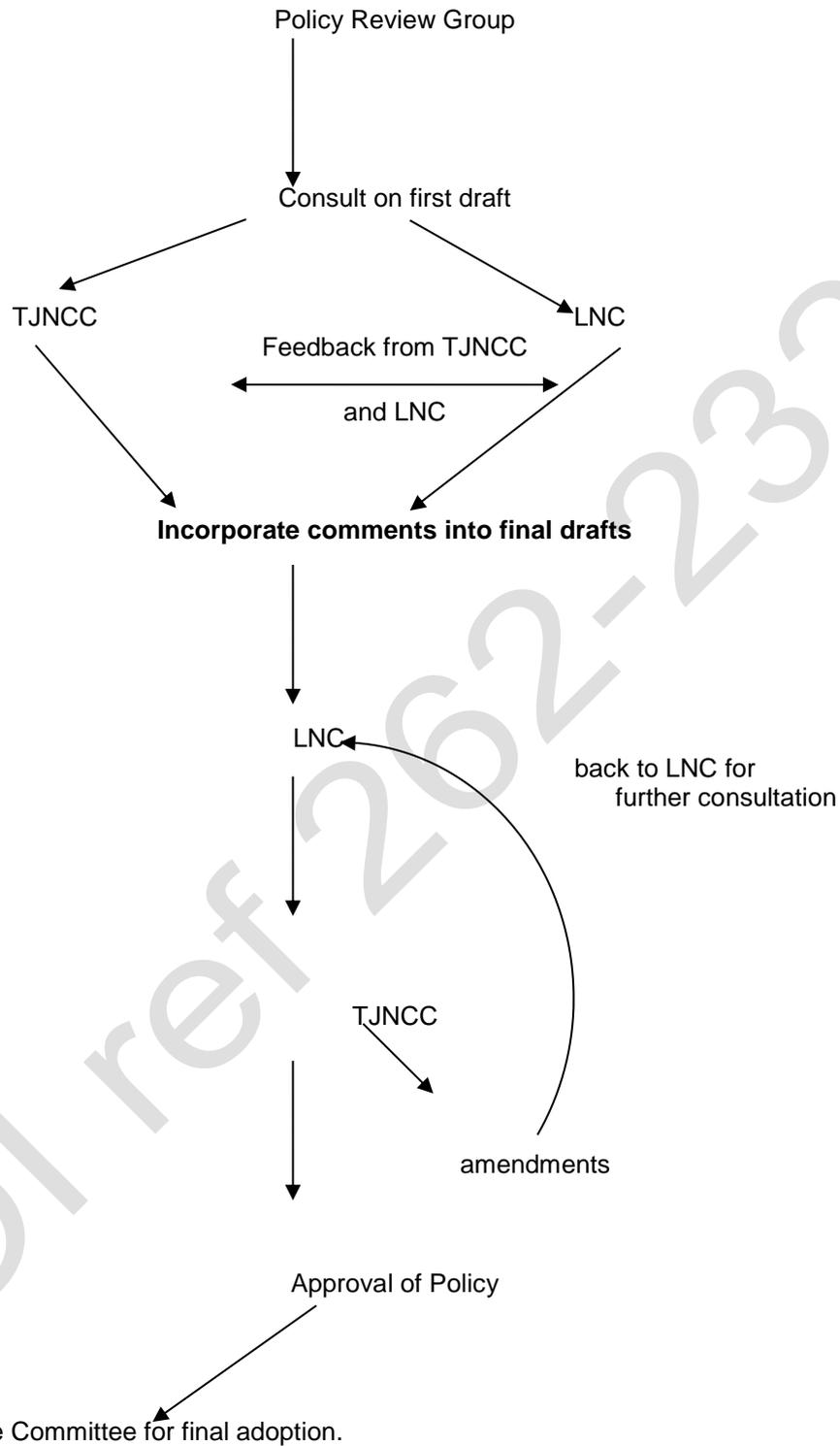
## **PROCEDURE FOR REVIEWING, DEVELOPING AND REACHING AGREEMENT ON PEOPLE POLICIES**

The following describes how HR policies are reviewed, developed and agreed by LNC and TJNCC.

1. HR policies will be reviewed and developed by a sub group of the Policy Review Group. Membership of that group will comprise of management representatives (ideally 3 or 4), ideally a minimum of 4 Staff Side representatives (nominated by staff side) who will consider the policy on behalf of all Trade Unions recognised by the Trust, a Lead HR Manager and the Head of Employee Relations as appropriate. Full Time/Regional Officers can be part of the group, if they feel it is appropriate. The remit will be to ensure that any new or revised employment legislation is incorporated into existing policies, to discuss what changes (if any) need to be included in the policy and to take responsibility for producing a first draft for consultation with all comments from all members of the LNC and TJNCC (including Regional Officers).
2. Comments received will be incorporated into the first draft as appropriate. The revised draft will go to the Policy Review Group to produce a further draft for consultation with both the LNC and the TJNCC. When further amendments from both groups have been agreed, then the policy will be returned to the LNC for sign off and subsequently to the TJNCC for final sign off and ratification.
3. Policy Review Group meetings are held every two months (diaried 12 months in advance) and attended by People Operations representatives (as appropriate) and staff side representatives. Once a final draft has been produced LNC will be formally consulted and their agreement sought. Once agreement has been reached the new or revised policy will go to TJNCC for sign off.
4. In those circumstances where TJNCC have any further comments to make on the policy, it will go back to LNC for their information and come back to TJNCC for final sign off. If an 'impasse' position is reached in negotiations consideration will be given to including an external body in an advisory capacity in the negotiations process (e.g. ACAS). This course of action will be undertaken by agreement with local staff side representatives and Full Time Regional Officers.
5. Once TJNCC have signed off the policy, it will be sent to the Compliance Steering Group for ratification.
6. This procedure will ultimately be included in the recognition and collective bargaining agreement and will be reviewed as part of the overall review of the Recognition and Collective Bargaining Agreement.

**UNIVERSITY HOSPITAL OF NORTH MIDLANDS (NHS) TRUST**

**PROCESS TO BE FOLLOWED FOR THE DEVELOPMENT AND REVIEW OF HR POLICIES**



**Time-Off Arrangements for Representatives and  
Members of Trade Unions/Staff Organisations  
Forming Part of the Trust Joint Staff-Side**

**1. Introduction**

The appendix details the time-off arrangements agreed for a range of possible Trade Union activities within the Trust as follows:

- a. Time-off for accredited representatives on internal Union activity (see paragraph 3)
- b. Time-off for accredited representatives on joint Industrial Relations duties within the Trust (see paragraph 4).
- c. Time-off for Trade Union training purposes (see paragraph 5).
- d. Time-off for Trade Union members (see paragraph 6).

**2. General Conditions**

- 2.1 Representative/members should always seek permission from their immediate manager before leaving their normal job. It is a managerial responsibility to ensure that Trust services are delivered and, if cover is required, managers must take appropriate action.
- 2.2 Unless there are exceptional circumstances, permission should be sought well in advance of the time-off required. For the regular meetings, a schedule of dates should be given to the manager as soon as these are available.
- 2.3 Representatives/members will be expected to give the broad reason for their absence, their expected location and an estimate of the time they will be away from their job. In this respect, representatives will not be asked to breach confidentiality.
- 2.4 Whilst permission for time-off will not be unreasonably withheld, it may be necessary, on occasions, for a manager to require that time-off be deferred on service or safety grounds. In such circumstances, the manager and representative should mutually agree suitable alternative time-off arrangements.
- 2.5 Where a manager feels that time-off is inappropriate, the manager and representative should seek the views of the relevant People Business Partner before a final decision is made.
- 2.6 Representatives/members should not unduly or unnecessarily prolong the time they are absent from work.
- 2.7 If a representative needs to visit another department within the Trust, they will be expected to seek the permission of the relevant manager giving the broad reason for the visit and its likely duration.
- 2.8 Time-off will be with or without pay as outlined in Paragraphs 3 – 6 below. Where time-off is with pay, the general principle will be that the representative/member is neither worse nor better off as a result of being granted time-off with pay, if enhancements are usually received, pay will reflect this. Travel expenses will not be paid for by the Trust.
- 2.9 Any queries/disagreement about time-off should be discussed in the first instance with the relevant People Business Partner, or, if appropriate, the Joint Secretaries to the TJNCC/Full Time Officer.

Any disagreements which are not resolved at this level may be taken up as a grievance through the Trust Resolution procedures.

### **3. Time-Off for Accredited Representatives on Internal Union Activity**

- 3.1 Local union committee meetings held to discuss internal Trade Union matters will normally be held outside working hours.
- 3.2 Where representatives require time-off to attend such meetings it will be granted without pay provided the general conditions in paragraph 2 above are met.
- 3.3 Provided prior permission has been granted for local representatives to serve on Regional or National Committees/Boards reasonable time-off with pay will be granted. Attendance at any other comparable bodies, including Appeal Committees, will be subject to approval by the Chief People Officer, in accordance with ACAS guidance.
- 3.4 Provided prior permission has been granted, one delegate per trade union will be allowed to attend with pay their Annual Conference or equivalent national meeting. If a Trade Union requires further delegates to attend, this will be without pay, unless additional delegates are attending in a voting capacity, and subject to the general conditions outlined in paragraph 2 above.

### **4. Time-Off for Accredited Representatives on Joint Industrial Relations Duties**

- 4.1 Appropriate time-off with pay will be given to allow representatives to perform the duties concerned with matters outlined in paragraphs 3.3 – 3.4 of the main agreement. This will include time-off to travel between sites.
- 4.2 Further to paragraph 6.2 of the main agreement, the current corporate Industrial Relations workload of the Secretary and Chairperson of the Trust Joint Staff-Side will be recorded to inform any possible future decision on a local convener role.
- 4.3 To ensure that adequate time-off is given and that no individual Directorate needs to bear the cost of corporate Industrial Relations activity, a recharge mechanism will be developed from corporate funds.
- 4.4 In circumstances where a branch official of a trade union with substantial local membership, requires significant time-off, over and above that normally given, to deal with operational issues, (e.g. discipline, resolution, organisational change) similar logging and re-charge arrangements as detailed in paragraph 6.2 of the main agreement, will be considered.

### **5. Time-Off for Trade Union Training Purposes**

- 5.1 In order that newly appointed representatives (including learning representatives) can acquire the training necessary for them to fulfill their role as representatives effectively, paid time-off will be allowed for suitable Union induction and basic training.
- 5.2 For other representatives (including learning representatives) reasonable paid time-off will be allowed for advanced training or to attend special training events on specific issues of importance.
- 5.3 Permission for time-off as in 5.1 and 5.2 will be dependent on the relevance and suitability of the training events on specific issues of importance. Examples include:
  - 5.3.1 Initial basic training, subsequent skills and advanced training

5.3.2 Training and updating for changes in the structure or topics of negotiation

5.3.3 Training and updating for legislative changes

- 5.4 All course fees will be the responsibility of the trade union involved.
- 5.5 All applications should be submitted, as far as is possible, to the relevant manager at least 21 days before the start of the course using the staff side pro-forma for time-off for union duties (Appendix 6). A copy of this form should be forwarded to the Management-side secretary of the TJNCC for record purposes.
- 5.6 Separate arrangements will be made for joint management/staff training and for the training of Health & Safety representatives.

## **6. Time-Off for Trade Union Members**

- 6.1 In line with the general conditions outlined in paragraph 2 above, all trade union members should seek prior permission for their manager for any time-off required for trade union purposes.
- 6.2 Trade Union meetings to discuss matters not of direct concern to the Trust should be held outside normal working hours. However, where a member of staff would normally be on duty at the time of the meeting, time-off without pay may be granted to the needs of the service.
- 6.3 Where members require time-off to vote in trade union elections held during working time this will be granted with pay provided the absence is not unduly lengthy.
- 6.4 Where a trade union meeting has been called to consider matters concerned with joint industrial relations proposals or activities, time off with pay will be granted.
- 6.5 There is no right to time off for trade union activities which themselves consist of industrial action.
- 6.6 It is anticipated that standard branch meetings, including for example, the Annual General Meeting, will be held outside of working hours.
- 6.7 If an individual Trade Union member is standing for election or is elected to an official position within the Union, the resultant time-off requirements should be discussed with the Chief People Officer.

## **FACILITIES FOR ACCREDITED REPRESENTATIVES OF TRADE UNIONS/ STAFF ORGANISATIONS FORMING PART OF THE TRUST JOINT STAFF SIDE**

It is recognised that, in order to carry out their duties and responsibilities effectively, representatives will require certain office and administrative facilities.

The following facilities will, therefore, be provided on the understanding that they are for the joint use of all trade unions and staff organisations forming part of the Trust Joint Staff Side.

### **1. Office Accommodation & Equipment**

A suitably sized office will be made available for use by representatives in their own time or in the 'time off' agreed in accordance with time-off provisions in Appendix 2.

The office will include:

- a. suitable office furniture as agreed with management
- b. filing cabinets or other appropriate records storage
- c. a telephone with external dialing facility
- d. a p.c. and printer for production of documents
- e. photocopier, if appropriate (see 3 below)

### **2. Use of Telephone**

- 2.1 Internal telephone calls to other Trust extensions may be made free of charge.
- 2.2 External calls within the geographical area of the Trust will be free of charge provided they are kept within reasonable limits in terms of time and frequency.
- 2.3 Calls made to Union National and Regional Office will be free of charge.
- 2.4 All other calls will be charged for unless prior permission has been given for a particular call to be free of charge. Representatives should liaise with the relevant People Business Partner, if such permission is required.

### **3. Photocopying**

- 3.1 Where representatives need to circulate documents which are the subject of joint discussion, management will make available the appropriate number of copies. If further copies are required, photocopying facilities will be made available free of charge.
- 3.2 For documents circulated for internal Union purposes, a charge may be made based on the size of the document and number of copies required. In these circumstances, access to photocopying facilities should be arranged in advance with management in order that an appropriate charge can be assessed.

### **4. Mail Distribution and Fax Facilities**

- 4.1 Representatives may use the internal postal system within the Trust free of charge. It will be their responsibility to deliver mail, for dispatch, to the appropriate post room.

- 4.2 External mail to National and Regional Trade Union Offices or to members of staff on individual issues, may also be dispatched through the Trust postal system free of charge.
- 4.3 All other external mail should carry an appropriate first or second class stamp.
- 4.4 Where appropriate Fax facilities will be made available provided prior permission has been obtained. Similar charging arrangements will apply as detailed in 2.1 – 2.4 above.
- 4.5 Appropriate access to Trust intranet and email system

## **5. Notice Boards**

- 5.1 Management will provide a lockable notice board for sole Joint Staff-Side use at an agreed location on each site within the Trust.
- 5.2 No Trade Union notice or circular should be displayed elsewhere without prior agreement.

## **6. Meetings**

- 6.1 The Trust's Joint Staff Side and its constituent members will have access to the normal meeting rooms available within the Trust, using the standard booking procedures for such rooms.
- 6.2 Refreshments at such meeting will be the responsibility of the Joint Staff Side Trade Union concerned. These may be ordered through the Trust catering facility but will be charged for unless prior permission has been given.

## **7. Membership**

- 7.1 In order to ensure that the Trust's Joint Staff Side has an opportunity to encourage Trade Union membership, a monthly list of all new starters can be made available to the trade unions by request. The Trust, joint Staff Side will also have the opportunity to deliver a session on the Trust's Induction Programme about the role of staff side.
- 7.2 It is further agreed that a check-off system will operate whereby the Trust undertakes to deduct the Unions subscriptions from the salaries of members and pay them to the Unions.
- 7.3 Employees will authorise deductions in writing. Representatives of the Unions will be responsible for obtaining written authorisation on the agreed form.
- 7.4 The amount to be deducted will be in accordance with the rules of the Unions and shall only be changed at the request of the Unions.
- 7.5 When there is a change in Union subscriptions, written authorisation from individual members will not be required. The changes will be implemented on the authorisation of the appropriate Trade Union.

Any difficulties experienced over any of the facilities should be taken up in the first instance with the Joint Secretaries of the TJNCC.

## **DISCLOSURE OF INFORMATION TO TRADE UNIONS / STAFF ORGANISATIONS FOR COLLECTIVE BARGAINING PURPOSES**

### **1. INTRODUCTION**

This agreement sets out the basic principles underlying the disclosure of information to trade unions /staff organisations for the purpose of collective bargaining and to support partnership working. The Trust recognises its responsibilities under the Trade Union and Labour Relations Consolidation Act 1974 (as amended) and the Employment Relations Act 1999 and this agreement has been drawn up in accordance with ACAS Codes of Practice and the Information and Consultation of Employees Regulations (2004).

The Trust is committed to ensuring that systematic communication and consultation takes place on a wide range of issues to enhance decision making, employee understanding and commitment and industrial relations.

On occasions where it is necessary to provide information to or consult with individuals who are not members of trade unions or professional bodies, the Trust will seek to appoint workers representatives to ensure full representation of the workforce

### **2. GENERAL PRINCIPLES**

The Trust undertakes to:

- a) provide relevant information to trade union representatives, without which the staff side would be to a material extent impeded in carrying out collective bargaining and working in partnership;
- b) provide information which it is in accordance with good industrial relations practice to disclose in order to ensure that staff and their trade union representatives at all levels are involved in shaping the service and in the decision making process for delivery of health care;
- c) respond positively to reasonable requests for information;
- d) answer requests for information quickly and helpfully and, if this is not possible, give reasons why not;
- e) adhere to the principles of full and open disclosure of information.
- f) Freedom of Information Act 2000 applies to corporate information (not covered by a legal disclosure exemption) which is held by public authorities, and provides wider rights of public access to such information. The Trust is committed to greater openness and will meet all related legal obligations to this legislation.

### **3. SCOPE OF INFORMATION PROVIDED**

The Trust undertakes to provide information in the following broad areas:

- a) Pay and Benefits  
e.g. principles and structure of payment/grading systems including where the Trust is proposing change (in accordance with organisational change procedures); the total pay bill including hours and earnings information
- b) Conditions of Service  
e.g. employment policies; changes to conditions of service
- c) Workforce

e.g. numbers employed and analysed according to gender, grade and age; absence and turnover rates; planned changes

d) Performance

e.g. performance against national and local standards and targets

e) Financial

e.g. Trust Annual Report; Annual Accounts; information relating to the Trust's capital programme; budgetary position

The above list is not intended to represent a check list of information that should be provided for all negotiations nor is it meant to be an exhaustive list of types of information, since other items may be relevant in particular negotiations and situations, and in order to ensure full partnership working.

In accordance with the Codes of Practice and the Freedom of Information Act 2000, the Trust is unable to disclose

- a) any information relating specifically to an individual third party if to do so would be a breach of the Data Protection Act Principles;
- b) information about legal matters and proceedings where the disclosure would prejudice the administration of justice and the law;
- c) any information which has been communicated to the Trust in confidence where the disclosure would result in an actionable breach;
- d) any information, the disclosure of which would cause substantial harm to the proper and effective operation of the Trust;
- e) information relating to incomplete analysis, research or statistics where disclosure could be misleading or would prevent the Trust from publishing it first;
- f) information which could prejudice negotiations or effective conduct of commercial or contractual activities;
- g) information if the request is unreasonable, far too general, or would require unreasonable resources to answer.
- h) Any information where disclosure would breach the Data Protection Act 1998 or the Freedom of Information Act 2000.

#### **4. DISSEMINATION OF INFORMATION**

- 4.1 It is recognised and agreed that information and the depth, detail and form in which it could be shared with the Staff representatives will vary accordingly.
- 4.2 As a general principle, however, the Trust will share performance reports including financial data and other information covering the broad categories outlined above on a regular basis. This information will be shared with the Staff Side through the Trust's Annual Report, newsletters and at the Trust's Joint Negotiating and Consultative committee.
- 4.3 Where information under the broad headings outlined above, varies significantly throughout the year or, where there is a change of a material nature, the Staff Side will be notified accordingly.
- 4.4 This agreement in no way diminishes any rights of access to corporate information under the Freedom of Information Act.

UHNM NHS Trust Staff Side Trade Union's

**Request for Time-Off for TJNCC/Partnership working Duties/Activities**

This proforma should be used by Staff Side Representatives to request time off for TJNCC duties. The Trust will decide if the request is reasonable, taking into account the explanation recorded below and operational requirements, and of ACAS guidelines. This request should be made as soon as possible prior to the need for it and a response received in a timely fashion. This form should be used when attending Job Evaluation, TJNCC, Staff Side, Policy Review, OH User Group, Equality and Diversity, Health and Safety, ULR, Pot Luck, Wellbeing, PAG etc.

Representatives Name	
Job Title	
Department	

Date Time-Off Required	
Duration of Time-Off Required	
Reason for Time-Off	

Date Time-Off Requested	
Signature of Representative	

Representatives Manager	
Date of Response	
Request Approved/Not Approved	
Explanation given if not approved	

Has the request been approved and later withdrawn – Reason?	
Decision taken by (signature)	
Date of decision to withdraw approval.	