

Date: 06/07/2018

FREEDOM OF INFORMATION REQUEST FOI/014221 – Trade Unions

I am writing to request the following information under the FOI Act:

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

Please see below:-

THE DUDLEY GROUP OF HOSPITALS NHS TRUST

THE TRUSTS RECOGNITION / PARTNERSHIP AGREEMENT

1 INTRODUCTION

1.1 The Trust is committed to working in partnership with its employees to maximise potential to deliver business objectives, through robust arrangements for consultation and negotiation.

1.2 This agreement sets out the framework through which partnership approach to joint working will be achieved and the underpinning aims and values necessary to ensure exemplary practice in the employment and treatment of staff.

1.3 The Trust recognises the importance of proper representation by recognised trade unions and will work jointly in partnership with such organisations, and staff, to ensure and maintain effective workplace employee relations.

2 PURPOSE OF THE AGREEMENT

2.1 An important part of the Trust's success in achieving its purpose is the commitment of all parties to maintain an effective industrial relations environment.

2.2 The purpose of this Agreement is to provide a framework to assist and improve the conduct of industrial relations within the Trust. The Agreement provides this framework by describing:

- A set of general principles that will provide the foundation for the conduct of industrial relations in the Trust;
- The arrangements for workplace representation and joint working in the Trust; and
- The facilities that will support workplace representation and joint working in the Trust.

3 SCOPE OF THE AGREEMENT

3.1 This Agreement is made between THE DUDLEY GROUP NHS FOUNDATION TRUST (hereinafter known as 'the Trust') and those STAFF SIDE ORGANISATIONS (hereinafter known as 'the Unions'), recognised by the Trust on the effective date of implementation of the Agreement.

3.2 The parties to the Agreement, as in paragraph 3.1 above, are listed in Appendix I.

3.3 The effective date of implementation of this Agreement is 22 August 2011.

3.4 It is recognised that changes may occur which may affect any of the parties to this Agreement. Although any such change would need to be considered through joint discussion, the following guidelines will apply: Page 2 of 17

3.4.1 Withdrawal from this Agreement by one party (normally a Union) by the serving of appropriate notice will not invalidate this Agreement.

3.4.2 The Trust will not recognise a Staff Side Organisation not listed in Appendix 1 under any of the provision listed in this Agreement until:

- That Staff Side Organisation can demonstrate membership within the Trust for a minimum period of 12 months, and
- That Staff Side Organisation is adopted by the Unions party to this Agreement as a member of the Staff Representative Committee (SRC).

The provisions described in 3.4.2 above are not intended to unreasonably withhold recognition from a Staff Side Organisation.

3.4.3 The Trust may consider suspending or withdrawing recognition of a Union party to this Agreement, in circumstances where that Union has no membership within the Trust for a minimum period of twelve months. Subsequent restoration of recognition of that Union would be in accordance with paragraph 3.4.2.

3.5 In accordance with the purpose of this Agreement, collective bargaining will be limited to the parties to this Agreement, and will be binding on all employees of the Trust.

3.6 The scope of matters covered by this Agreement will be those referred to in the relevant employment legislation for the purpose of collective bargaining, ie:

- 3.6.1 Terms and conditions of employment
- 3.6.2 Employment policies
- 3.6.3 Work practice, including the allocation of duties
- 3.6.4 The work environment, and health and safety

3.6.5 Matters of discipline, grievance or dispute

3.6.6 Recognition and facilities arrangements for workplace representation.

3.8 Changes to this Agreement may be made by agreement between the parties.

3.9 This Agreement may be terminated by the Trust or the Unions giving six months notice of termination to the other party. The notice period will be used to seek to negotiate a replacement Agreement. If not agreement can be reached within the notice period then the status quo will remain in place until such time as the new agreement is agreed.

4 GENERAL PRINCIPLES

4.1 This Agreement describes a framework for the purpose of collective bargaining, involving the full and proper processes of joint communication, consultation, and negotiation. Page 3 of 17

4.2 The general principles adopted by all parties as part of this Agreement are:

4.2.1 The commitment to maintain an effective industrial relations environment;

4.2.2 The observance of the provisions described in this Agreement; and

4.2.3 The responsible use of the provisions described in section seven to resolve differences.

4.3 These general principles are supported by the commitment:

4.3.1 To address issues promptly, with the aim of reaching agreement;

4.3.2 To implement agreements effectively;

4.3.3 To minimise the need to seek recourse through the various disputes procedures.

4.4 The Trust and the Unions do not intend to conduct industrial relations or collective bargaining through the media. An outline protocol on this subject is incorporated at Appendix V.

4.5 The general principles and provisions of this Agreement are intended to reflect good practice that is relevant to the needs and circumstances of the Trust. The appropriate ACAS Codes of Practice, and other sources of informed opinion, etc, will be kept under review as part of this Agreement.

5 PROCEDURE FOR WORKPLACE REPRESENTATION

5.1 The basis of workplace representation will be through the role of staff representatives who have been elected and accredited by the industrial Unions party to this Agreement, and who have been recognised by the Trust. The procedure for the accreditation of staff representatives and their subsequent recognition by the Trust is described in Appendix II.

5.2 The number and distribution of recognised staff representatives will be a matter for agreement between the Trust and the Unions and will be a matter for periodic review. All relevant factors will be taken into account including multi-site operation, etc.

5.3 The role of staff representatives is described in Appendix III, which also describes the special factors in relation to their employee status with the Trust and their role as a staff representative.

5.4 Associated with the implementation of this Agreement, the Trust will establish and centrally fund a Staff Side Secretary role. The role of the Staff Side Secretary, and the conditions applying to this role are described in Appendix III, paragraph 3.

5.5 It is expected that the majority of joint working will be conducted between managers and representatives at an operational level within the Trust and between the members of the JNC. Page 4 of 17 It is recognised that in the interests of effective collective bargaining, the involvement of full time Union Officers will be appropriate in support of staff representatives on the more major issues. An example could include negotiations on pay, or other main terms and conditions of employment. In these types of situation, and in the interests of effective collective bargaining, it is expected that the staff side and management side will determine, at an early stage, their respective team membership and that a satisfactory degree of continuity will be maintained throughout the particular negotiations.

6 ARRANGEMENTS FOR JOINT WORKING

6.1 Paragraph 6.5 describes the principle of encouraging the conduct of operational industrial relations at departmental level. This approach recognises the rights of Unions to represent their members on issues at departmental level and it also recognises the needs of managers to be able to conduct industrial issues effectively within their own area of responsibility, and in the true spirit of this Agreement.

6.2 THE STAFF REPRESENTATIVES COMMITTEE (SRC)

The SRC, comprising all recognised staff representatives, has a number of specific functions:

6.2.1 To determine staff side policy in relation to issues of collective bargaining within the Trust;

6.2.2 To appoint to staff side membership of the JNC;

6.2.3 To appoint the Staff Side Secretary;

6.2.4 To provide overall co-ordination of the Unions within the Trust.

The SRC is responsible for the conduct of its own business, and facilities will be provided in accordance with the provisions of Section Six of this Agreement. The SRC will establish a standard schedule of meetings; the frequency of meetings involving time-off facilities will be agreed with the Trust.

6.3 THE JOINT NEGOTIATING COMMITTEE (JNC)

The JNC is the main joint standing committee concerned with issues of relevance throughout the Trust. The purpose of the JNC is to provide formal arrangements for the conduct of collective bargaining. The joint business of the JNC will include:

6.3.1 Regular items of joint business, including items for communication, consultation and agreement;

6.3.2 Policy review and major programmes of changes;

6.3.3 Negotiation of pay, and terms and conditions of employment etc.

The constitution of the JNC is described in Appendix IV. Page **5** of **17**

7 FACILITIES ARRANGEMENTS

Section One, paragraph 1.2, describes the provision by the Trust of facilities to the Unions, to support workplace representation and joint working in accordance with the purpose of the Agreement. This Section describes those facilities.

7.1 CHECK-OFF (or 'DOCAS')

7.1.1 The check off system involves the Trust collecting the Unions' dues from the respective Unions' members in the Trust's employment, by means of properly authorised deduction from the individual member's salary/wage, and making payable to the Unions the monies so collected.

7.1.2 The Trust is prepared to provide this service to the Unions party to this Agreement, provided the following conditions are met:

- Each Union provides, on the Union's agreed form, written authorisation from each member to make the appropriate deduction;

- Each Union notifies the scale(s) of deduction;

- Each Union notifies changes to the scale(s) of deduction.

7.1.3 The trust will provide quarterly to each participating Union, a list of employees from whom a membership subscription is being deducted. The Union will advise the Trust of any corrections or omissions, in accordance with paragraph 7.1.2.

7.1.4 It is not the Trust's intention to withdraw the check-off facility, but the Trust does reserve the right to vary the basis upon which it is prepared to provide this service. The Trust will discuss with the Unions any such variations.

7.2 TIME OFF FACILITIES

7.2.1 Time off facilities are subject to the following general conditions:

- They only apply to recognised staff representatives;

- They only apply to the performance of their representative duties and activities described in Appendix III, paragraph 1.2, 2.0 and 3.0 including 3.3;

- They are subject to the operational needs of the service, and will not be unreasonably withheld;

- They will have no detrimental or beneficial effect upon the representative, either in terms of pay or longer term career or promotion opportunities.

Under this Agreement, the Trust's approach to Time Off Facilities will also reflect the content of the relevant ACAS Code of Practice.

7.2.2 To preserve a positive attitude to Time Off facilities, this Agreement recognises the need for a responsible approach from the managers of the Page **6** of **17**

Trust and the representatives of the Unions. To support the smooth operation of time off facilities, the following points of protocol should be observed:

- Time off is requested by the representative to their manager;
- The request will include the general reasons for the time off, the location and the date/times ie, start and expected duration;
- The manager's approval of time off will not be unreasonably withheld;
- The manager will make any necessary arrangements to cover approved time off;
- The representative will give their manager as much advance notice as possible when requesting permission, and the manager will confirm approval, or otherwise, promptly;
- Where a forward schedule of meeting dates exists, (eg SRC, JNC), the representative will provide this information to the manager as part of their request for time off.

7.2.3 Appropriate arrangements will be made to take account of the difficulties that can be created for representatives who work non-regular hours or who work on a shift basis. These arrangements will include:

- Arranging meetings during work time, if at all possible;
- Consideration of appropriate changes to a representative's shift rota;
- Regard for adequate rest period between a meeting and related work period.

7.2.4 The calculation of time off with pay will be on the basis that they were at their normal job during the period of time off. The general principle is that a representative should neither be worse off nor better off as a result of approved time off with pay.

If pay varies according to the work done, payment will be calculated based on average earnings over the appropriate calculation period. If an element of pay is determined through a bonus or performance scheme, payment will be calculated on average earnings under the scheme, and with no detriment to other scheme members.

If time off takes place during a representative's own time (eg day off, rest time), appropriate payment or time off in lieu will be agreed between the representative and their manager.

7.2.5 A responsible approach under 7.2.1 to 7.2.4 inclusive should minimise practical difficulties. If difficulties do occur, the matter may be referred to the Head of Human Resources and the relevant Union Officer. Page 7 of 17

7.3 TRAINING

7.3.1 The Trust will provide time off with pay for relevant training of recognised representatives on properly organised training events endorsed by the respective Union, provided the conditions described in paragraphs 7.2.1 and 7.2.2 are met. In particular, the advance notice requirement is important.

7.3.2 The provision of this training for representatives is the responsibility of the Union(s), and includes training in their duties as a representative, the rules and practices of their Union, and the appropriate procedures and agreements relevant to their role.

7.3.3 Time off with pay and related time off facilities will be in accordance with the intent and content of paragraphs 7.2.3 and 7.2.4.

7.3.4 All training costs and expenses associated with the training will be the responsibility of the Union.

7.4 SERVICE FACILITIES

7.4.1 The Trust, taking due account of multi-site working, will provide the following facilities for the collective use of the Unions party to this Agreement, connected with their functions under this Agreement:

- An appropriate office facility, including telephone, typing facilities, office furniture, lockable document storage;
- Appropriately located Union noticeboards;
- Appropriate access to the normal meeting/training room facilities of the Trust;

- Facilities to support Union elections and other democratic voting processes;
- Appropriate access to the normal photocopying, fax and postal facilities of the Trust.

7.4.2 For specified reasons, it may be appropriate for a Union(s) to hold a full meeting of members during working hours. The appropriate Union representative(s) and manager(s) will liaise to agree the arrangements, including duration of the meeting etc.

7.4.3 The Trust will regard the SRC to be the Union body responsible for the responsible use of the facilities described in 7.4.1. The Trust will liaise with the SRC Staff Side Secretary on these matters.

7.4.4 The Trust reserves the right to vary or withdraw facilities in the event of misuse of service facilities or service need. The Trust will discuss with the Unions any such variations, giving as much notice as is possible. Page 8 of 17

8 RESOLVING DIFFERENCES

8.1 Throughout this Agreement, there are references to the intention to reach agreements through responsible collective bargaining. Where differences do occur, the following provisions will apply.

8.2 In relation to joint working under Section six, paragraph 6.3, there is a responsibility on the relevant manager and staff representative to seek to reach an acceptable agreement. The discussions may be assisted through the involvement of a HR Manager, and/or another staff representative, and/or the relevant Full Time Officer.

8.3 In relation to joint working under Section six, paragraph 6.3, there is a responsibility on the members of the JNC to seek to reach an acceptable agreement on major issues. The Trust's Head of HR and the Staff Side Secretary and relevant Union full time Officer(s) will have particular responsibilities on these issues.

8.4 In relation to issues of interpretation of this Agreement, the matter will be referred to the JNC Joint Secretaries, who will seek to resolve the matter. If this is not possible, the Joint Secretaries will report to a JNC meeting, and this may include a description of options and recommendations.

8.5 If issues remain unresolved at 8.2, 8.3 or 8.4, the appropriate Trust procedure, normally the Disputes Procedures, will be followed. The relevant procedural provisions, including status quo arrangements, no stoppage of work, or lockout, or other unconstitutional action etc, will be applied until the issue has been resolved or the procedure exhausted.

8.6 In relation to paragraph 8.5, and in accordance with the formal disputes procedure, the parties may, by agreement, refer the issue for appropriate external consideration by a suitably qualified body or person eg. ACAS. The specific terms of reference would be agreed by the parties.

Originator: HR Manager

Approving Committee: Risk Committee

Date of Ratification: September 2011

Date of Review: August 2014

Policy Supersedes: This Policy replaces Policy of the same name dated November 2009

Equality Screened: Y Date: September 2011

Equality impact Assessment: NA Page 9 of 17 SMB/RAB

14.02.96

APPENDIX I

PARTIES TO THE AGREEMENT

In accordance with Section Two, paragraph 4.2 of this document, this Agreement is made on 22 August 2011 between:

For and on behalf of

THE DUDLEY GROUP FOUNDATION NHS TRUST:

(signature)

(name and title)

(date)

UNISON

Royal College of Nurses

Royal College of Midwives

Unite

British Orthoptists Society

Society of Radiographers

British Dietetic Association
Chartered Society of Physiotherapists
Society of Chiropractors and Podiatrists
(This list is not exhaustive)