

TRADE UNION PARTNERSHIP AGREEMENT

Reference No:	P_HR_56
Version:	5
Ratified by:	LCHS NHS Trust Board
Date ratified:	14 January 2020
Name of originator/author:	Human Resources
Name of responsible committee/individual:	Employment Policy Group
Date issued:	January 2020
Review date:	January 2022
Target audience:	All LCHS Staff
Distributed via:	Website

**Trade Union Partnership Agreement
Version Control Sheet**

Version	Date	Author	Status	Comment
1				
2	February 2011	SBarnes		Review date extended to March 2011 to enable review by suitable body
2.1	September 2011	REI		Policy put into new format and realigned following implementation of Transforming Community Services agenda and new legal entity
2.2	November 2011	RE		Review date extended to allow policy to be reviewed accordingly
2.3	February 2012	I		Review date extended to allow further review
2.4	July 2014	JS		New reference number (old HR034 and Extension agreed to January 2015 to allow for upcoming changes
2.5	Feb 2015	EPG		Extension agreed at EPG
3	April 2015	SL		Full review
3.1	May 2017			Extended
4	July 2017	LH & AS		Full review
5	Sept 2019	TL & AS		To ensure that the policy is still compliant with the trade union national agreement and local policy

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Lincolnshire Community Health Services NHS Trust

Trade Union Partnership Agreement

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Lincolnshire Community Health Services NHS Trust

Trade Union Partnership Agreement

1. INTRODUCTION

- 1.1 Lincolnshire Community Health Services NHS Trust (LCHS) recognises that partnership working has a vital role to play in the planning and delivery of high quality health care services.
- 1.2 The purpose of this Trade Union Partnership Agreement is to outline the framework for partnership working between Lincolnshire Community Health Services NHS Trust (LCHS) and the Trade Unions recognised in Appendix 1.

2. RECOGNITION

- 2.1 LCHS recognises that it is to the mutual benefit of the Trust and its employees, for Trade Unions to represent the interest of their members employed by LCHS, both individually and collectively.
- 2.2 LCHS and Trade Unions agree that building collective partnerships between organisations will maximise employee involvement through reliable, robust and timely communication.
- 2.3 LCHS believes that full representation by Trade Unions leads to good industrial relations and will, therefore, encourage the uptake of membership by employees.
- 2.4 The Trust recognises that the Trade Unions outlined in Appendix 1 have sole bargaining rights in respect of their members who are employed by the Trust.

3. GENERAL PRINCIPLES AND SCOPE OF THE AGREEMENT

- 3.1 The Trust and Trade Unions share a common objective in ensuring efficiency and the effective delivery of health services for patients, commissioners and employees of LCHS.
- 3.2 Both sides agree that these objectives shall be achieved through:
 - a) Negotiation, for the purpose of reaching joint decisions
 - b) Consultation, to provided Trade Unions with a genuine opportunity to influence decisions and their application
 - c) Communication, to ensure both parties remain fully informed of relevant matters
 - d) Ongoing joint working (e.g. partnership working with Agenda for Change, Your Performance Matters, job matching and job evaluation)
- 3.3 The Trade Unions acknowledge the management's responsibility to plan, organise and manage the activities of the Trust to fulfil the objectives determined by the Trust Leadership Team.
- 3.4 LCHS recognise the Trade Union's responsibility to represent the interests of their members and work for improved conditions of employment which take account of service needs.
- 3.5 LCHS accepts its legal obligation to disclose relevant information for the purposes of collective bargaining and consultative processes.

- 3.6 LCHS and the Trade Unions recognise their interdependence and agree that matters affecting their interests shall be considered jointly through consultation and negotiation.
- 3.7 LCHS and Trade Unions agree that at each stage of procedure or formal process, every attempt will be made to resolve issues raised and until such procedure has been exhausted there shall be no stoppages of work or other industrial action e.g. work to rule.
- 3.8 The Trust and the Trade Unions are committed to the development of policies and procedures that promote equality in line with all legislation.

4. REPRESENTATION

- 4.1 LCHS recognises the right of the Trade Unions to elect from their members, accredited representatives and officials, including full-time officials to act on their behalf in accordance with the terms of this Agreement.
- 4.2 Trade Unions will establish with LCHS management, the required number of accredited representatives in regard to the national rules of each organisation respectively.
- 4.3 The Trade Union will officially notify the Director of People and Innovation in writing, of the names of representatives and the constituencies they represent or function they carry out, who will formally confirm that recognition will be granted.
- 4.4 Where LCHS management are unable to recognise a nominated representative, this shall be discussed with the full-time officer of the organisation concerned.
- 4.5 LCHS and the Trade Unions recognise that the employee/industrial relations functions of representatives and officials are important duties in addition to their duties as employees of the Trust.
- 4.6 Action taken by representatives or officials in pursuance of their duties under this Agreement, or their legal obligations, or their Trade Union rules, shall not in any way affect their employment with the Trust.

5. ROLES AND RESPONSIBILITIES

5.1 Accredited Trade Union Representatives:

- Be responsible to and for a particular group of members within the Trust.
- Ensure they communicate key messages effectively to their members, LCHS managers and staff side colleagues via Staff side website.
- Undertake industrial/employee relations duties and be consulted with on behalf of members within their constituency.
- To seek full Trade Union membership amongst all employees in the Trust.
- Represent the Trade Union in the consultative machinery at local, regional or national level.
- To meet with other Trade Union representatives/officials on matters covered by this Agreement.
- Attend meetings of the Trade Union of which the individual is a representative (i.e. branch committee meetings).
- Seek to ensure that agreements are adhered to at constituency and departmental level.

- Adhere to the guidelines outlined in Appendix 2 in relation to requesting reasonable time off for Trade Union duties and activities.
- Organise and conduct meetings with members during working hours, regarding specific workplace issues, with no loss of earnings.
- Work jointly on improving staff engagement and meeting the principles of the LCHS Way/Staff Charter and NHS Staff Constitution.

5.2 LCHS Managers:

- 5.2.1 Ensure they communicate key messages to Trade Union representatives.
- 5.2.2 Encourage Trade Union and staff involvement in change management processes and local decision making.
- 5.2.3 Meet regularly with recognised Trade Union representatives within their constituency to review and agree local arrangements for time off (see Appendix 2).
- 5.2.4 Follow guidelines outlined in Appendix 2 in relation to the management of Trade Union representative's time off requests.
- 5.2.5 Ensure relevant records are kept, for audit purposes, relating to time off activities undertaken by recognised Trade Union representatives in their constituency (see Appendix 2 and Time off record sheet, Appendix 3).
- 5.2.6 Raise any concerns regarding the conduct of Trade Union representatives with the Director of People and Innovation.
- 5.2.7 Ensure no member of staff is discriminated against during, pre or post-employment on account of membership or non-membership of a Trade Union.

5.3 Director of People and Innovation:

- 5.3.1 Identify and agree facilities to support effective partnership working (see Section 6).
- 5.3.2 Chair the Joint Consultative and Negotiating Committee (JCNC) (see Section 9 and Appendix 4).
- 5.3.3 Ensure appropriate involvement of Trade Union Chair and full time Trade Union officers regarding any concerns.
- 5.3.4 Ensure that Trust practices do not discriminate against staff during, pre or post-employment on account of membership or non-membership of a Trade Union.
- 5.3.5 Promote the ideals of partnership working and staff involvement at all levels within the Trust.
- 5.3.6 Monitor the escalation process where time off has not been granted to ensure policy is applied equitably.

5.4 Human Resources Colleagues (Head of Human Resources, Human Resources Business Partners, Human Resources Advisors etc.)

- 5.4.1 Communicate and raise awareness of desired partnership working behaviours with Trust managers and develop skills and provide advice in managing employee relations.
- 5.4.2 Follow up any matters raised by managers or Trade Union representatives appropriately and in line with relevant Trust policies and procedures and in a timely manner.
- 5.4.3 Liaise with Trade Union representatives regarding dates when arranging meetings/processes where Trade Union presence is required to ensure attendance is

maximised and delays to formal process are reduced and reduce impact on service delivery.

- 5.4.4 Monitor the escalation process where time off has not been granted to ensure policy is applied equitably.

6. TIME OFF AND FACILITIES

- 6.1 LCHS recognises the need to support effective partnership working and the benefits arising from active Trade Union membership and representation amongst employees.
- 6.2 LCHS will provide accredited Trade Union representatives and officials with reasonable paid time off and suitable facilities required to carry out appropriate employee/industrial trade union duties, training or activities, including travel time, in accordance with the provisions outlined in the Guidance Document for Trade Union Representatives' Time Off and Facilities (Appendix 2).
- 6.3 Union branch meetings are generally not included in paid facilities time unless there is a specific benefit to the Trust/representative and prior approval should be sought from the manager.
- 6.4 No accredited representative or official shall suffer any loss of remuneration as a consequence of carrying out the functions in accordance with the agreement. Time off with pay shall be calculated as if the person had worked during the period when time off was taken. If the pay varies according to the amount of work done, payment should be calculated by reference to the average weekly earnings.
- 6.5 Trade Union representatives/officials should agree mileage reimbursement rates with managers for travel expenses incurred, in line with LCHS's Expenses Policy.
- 6.6 If a meeting is to take place on the representative's day off or while the representative is not on shift then representatives shall either be paid or given an equivalent amount of time off in lieu, at a time acceptable to both parties and subject to the needs of the service.
- 6.7 In accordance with the provisions of this partnership agreement, prior to taking time off, Trade Union representatives/officials shall advise the departmental manager of the need to take time off, the general reasons for it, the intended location and expected period of absence.
- 6.8 Time off requested by Trade Union representatives/officials should be recorded and approved using the 'Time off for Trade Union duties monthly record sheet' (Appendix 3).
- 6.9 Appropriate notice must be given to enable the manager to cover the representative's work, always having in mind the demands of the service.
- 6.10 LCHS managers are responsible for making operational arrangements to facilitate time off requested by Trade Union representatives/officials, including reasonable permission granted for other employees to cover their work.
- 6.11 If management wishes to defer time off work, then clear reasons for this should be given and a convenient alternative time mutually agreed upon.

- 6.12 Any dispute as to time off in accordance with this agreement shall be referred to the Director of People and Innovation. If informal attempts do not resolve the matter, then reference may be made to the Grievance Procedure.
- 6.13 In accordance with this partnership agreement LCHS will take all reasonable steps to make the appropriate facilities outlined in the Guidance Document for Trade Union Representatives' Time Off and Facilities (Appendix 2), available to accredited Trade Union representatives/officials.
- 6.14 For LCHS managers seeking further clarity on the role of Trade Union representatives/Officials and the expectations surrounding reasonable time off and facilities for Trade Union roles and duties, please refer to the Guidance Document for Trade Union Representatives' Time Off and Facilities (Appendix 2).

7. TRAINING

- 7.1 LCHS recognises that it is in its interest and mutual benefit to ensure that representatives of staff are appropriately accredited and trained to carry out their duties.
- 7.2 It is recognised that the Trade Unions will ensure that their representatives are appropriately briefed on and trained in their duties, the rules and practices of their Trade Unions, the appropriate agreements/procedures and the practice of employee/industrial relations generally.
- 7.3 LCHS will assist recognised Trade Unions to discharge their responsibility by allowing reasonable time off with pay for the representatives to take part in relevant training activities, whether organised by their own Trade Unions or by other organisations.
- 7.4 LCHS and the Trade Unions recognised in this Agreement agree to the principles set out in the ACAS Code of Practice "Time Off for Trade Union Duties and Activities" (Section 14-20) for the training of officials.
- 7.5 Time off shall be negotiated in accordance with the guidelines provided in Section 6 of this Agreement and the additional Guidance Document for Trade Union Representatives' Time Off and Facilities (Appendix 2).
- 7.6 The recognition and facilities afforded by this Agreement to any representative or official shall be withdrawn in the event that:-
- The individual resigns the Trade Union appointment for which the recognition facilities had been granted; or
 - The Trade Union notifies the Director of People and Innovation in writing that the individual has ceased to be a representative or official of the Trade Union; or
 - The individual is no longer employed in the Trust.

8. PAYMENT OF TRADE UNION SUBSCRIPTION

- 8.1 It is agreed that a check-off system will operate whereby the Trust undertakes to deduct the Trade Union's dues from the salary/wage of members and pay them to the Trade Unions subject to relevant legislation.

- 8.2 Employees will authorise deductions in writing. Representatives of the Trade Unions will be responsible for obtaining the written authorisation on the agreed form.
- 8.3 The amount deducted will be in accordance with the rules of the Trade Union and shall only be changed at the request of the Trade Union.
- 8.4 When there is a change in the Trade Union dues, the change will be implemented on authorisation of the appropriate Trade Union.

9. PROCEDURE FOR CONSULTATION AND NEGOTIATION

- 9.1 LCHS and the Trade Unions recognised in this Agreement agree that it is in their mutual interest to observe a negotiation and consultation procedure to ensure a partnership working approach to considering and resolving issues.
- 9.2 LCHS and Trade Unions are committed to achieving the following objectives:
 - 9.2.1 Maintaining and improving industrial and employee relations through regular committees/forums of negotiation and consultation between LCHS and its staff representatives.
 - 9.2.2 To resolve all issues at the earliest stage possible.
 - 9.2.3 To seek to prevent differences and resolve them should they arise and resolve individual or collective grievances by using LCHS' Grievance Procedures.
 - 9.2.4 The smooth operation and speedy implementation of agreements made, provided that no further agreement is required at another level.
 - 9.2.5 Negotiation on pay and other contractual conditions of service for all Trust employees. When implementing new terms and conditions for prospective employees the Trust undertakes to consult with Trade Unions prior to the implementation taking place, with a view to reaching an agreement.
 - 9.2.6 Negotiation and consultation of any other matters which affect LCHS or its employees, including matters raised by the employees' recognised Trade Unions.
 - 9.2.7 To increase the awareness of industrial and employee relations matters.
 - 9.2.8 To work in partnership to consult and where appropriate negotiate, in relation to change management processes which may impact staffing levels, skill mix, quality assurance and the way in which services are delivered.
 - 9.2.9 To establish and maintain mechanisms for the promotion and encouragement of measures affecting the health, safety and welfare of the Trust's employees. Health and Safety representatives are to receive reports and take appropriate action. The mechanism for this will be the Health and Safety Committee.
- 9.3 The principal mechanism for achieving these objectives will be the Joint Consultative and Negotiating Committee (see Appendix 4 for further information.)

9.4 Both LCHS and Trade Unions recognise that alternative sub-groups may be needed to address specific topics. The arrangements of these sub-groups should be made based on the principles outlined in this Agreement.

9.5 It is understood that the collective arrangements reached, by negotiation, will be binding for staff who do not belong to a Trade Union.

10 **INTERPRETATION, VARIATION AND TERMINATION**

10.1 Any disputes as to the interpretation of this Agreement shall be referred to the Management and Staff Side Secretaries in the first instance and subsequently to the full LCHS JCNC.

10.2 LCHS and Trade Unions recognise the changing climate of negotiation, consultation and organisational change and hence this agreement will be formally reviewed every 2 years.

10.3 If necessary LCHS or the Trade Unions may give six months' notice of proposed amendments in writing to the other side in order to amend this Agreement prior to the two year period.

Appendix 1: Recognised Trade Unions

Lincolnshire Community Health Services NHS Trust will recognise the Trade Unions and Professional Organisations listed below for the purposes outlined in this Agreement. Participation in the operating procedures described in this Agreement will be limited to the following organisations specified within it:

- British Medical Association (BMA)
- British Dental Association (BDA)
- Community Practitioners and Health Visitors Association (CPHVA)
- General & Municipal Boilermakers (GMB)
- Royal College of Nursing (RCN)
- UNISON
- Unite The Union
- Society of Chiropodists and Podiatrists (SCP)
- British Association of Occupational Therapists (BAOT)
- Community and District Nursing Association (CDNA)
- Chartered Society of Physiotherapists (CSP)

Any reconfiguration of the above will be discussed between Trade Unions/Professional Organisations and LCHS, prior to any changes being made.

Whilst LCHS accepts that there may be circumstances in which LCHS management is required to recognise other staff organisations for representational purposes on matters such as disciplinary and capability issues, or grievances, this Agreement will recognise only the partnership between LCHS and the above Trade Unions.

Appendix 2: Guidance Document for Trade Union Representatives' Time off and Facilities

GUIDANCE DOCUMENT FOR TRADE UNION REPRESENTATIVES' TIME OFF AND FACILITIES

1 Introduction

Lincolnshire Community Health Services (LCHS) recognises the need to support effective partnership working and the benefits arising from active Trade Union membership and consequently encourages staff to join a Trade Union. The Trade Union Partnership Agreement recognises that Trade Union representatives are employees of the Trust and aims to support them in balancing their workplace duties and work-life balance in their role as a representative.

2 Purpose

It is accepted that time off requirements will depend on a number of factors and should be tailored to meet the needs of both service delivery and individual Trade Union representatives. This guidance document is not designed to be prescriptive. Its purpose is to provide clarity in relation to the roles of accredited representatives and a framework for agreeing time off arrangements to facilitate effective employee relations within the Trust.

The Trade Union Partnership Agreement and this guidance document should be referred to when time off arrangements are agreed for accredited Trade Union Representatives, Learner Representatives and Health and Safety Representatives. A brief description of each of these roles is provided below:

Trade Union Representatives – support and represent members in the workplace. Their primary role is to protect members' rights and ensure they are treated fairly in accordance with employment legislation and their terms and conditions of service.

Learning Representatives – empower and enable staff to access lifelong learning. They work with the Trust to identify learning needs and support and inform the development of a Learning and Development programme to meet those requirements.

Health and Safety Representatives – work and act upon health and safety aspects of the Trust to provide an environment that is safe and without risk to health.

For the purposes of the Trade Union Partnership Agreement and this guidance document the collective term Trade Union Representative has been used when referring to any or all of the above roles.

3 Paid Time Off for Trade Union Duties

Trade Union Representatives are entitled to reasonable time off to undertake those duties pertaining to his or her role, including a reasonable allowance for preparation time. These rights come from the Trade Union and Labour Relations (Consolidation) Act 1992. Practical guidance on how the law should apply is outlined by the Advisory Conciliation and Arbitration Service (ACAS) in their 'Codes of Practice on Time Off for Trade Union Duties and Activities'.

Managers will consider all requests for time off, in connection with the above, and time off will be granted subject to the demands of the service. Managers must not unreasonably withhold time off. An example of Trade Union duties where requests for reasonable paid time off must be considered by managers is provided below:

- Making representation to the appropriate level of management on behalf of members
- Attending joint consultation/negotiation meetings with management
- Informing members about consultations or negotiations with management
- Meetings with other representatives or with full time officers to discuss business of an employee relations nature between Trust and members of the staff organisations concerned
- Organisation of ballots held as required either by legislation or by mutual agreement
- Interviews with, and on behalf of, members on matters such as general advice, guidance, grievance and disciplinary matters concerning them and the Trust
- Attendance at Health and Safety Committees and participation in health and safety audits when an appropriately accredited Health and Safety representative
- Appearing on behalf of members before an outside body e.g. Employment Tribunals, etc
- Attendance at meetings requiring regular Trade Union representation such as JCNC, Board Assurance Groups, Employment Policy Group, Job Matching/Evaluation, Health and Safety Committee etc.
- Undergoing training in aspects of employee relations, which is relevant to carrying out Trade Union duties, provided such training is approved by the TUC congress, or by the independent Trade Union of which he or she is an official (cost of such training is the responsibility of the organisation concerned)
- Regional Committees
- Delivery of local Trust training for managers in relevant topics
- Participation in Agenda for Change job evaluation matching and consistency panels

This list is not exhaustive; if managers or Trade Union Representatives are unsure if an activity should reasonably be covered by paid time off they should seek advice from Human Resources colleagues.

Managers should also consider requests for representatives to take unpaid time off to make them available for Trade Union activities. These include keeping members informed, attending Trade Union meetings, administration and recruitment.

4 Procedure for Requesting and Agreeing Time Off Arrangements

It is the responsibility of individual Trade Union Representatives to discuss and agree time off arrangements with their line manager. Managers should meet with Trade Union Representatives on appointment, and subsequently on at least an annual basis, to discuss and agree time off arrangements in accordance with the Trade Union Partnership Agreement and service requirements in the area in which the representative works. If necessary, full time officers may also attend these meetings.

Trade Union Representatives will keep a record of all meetings attended and time off taken using the Time off Record Sheet (Trade Union Partnership Agreement, Appendix 3). This

should be referred to when time off arrangements are reviewed with their manager.

This record should be sent to the Staff Side Chair each month to be held on their files. Time off request forms will be audited annually to determine whether time off has been taken and granted appropriately in line with the Trade Union Partnership Agreement. The results of this audit will be taken to JCNC for monitoring.

Time off for some Trade Union duties can be planned and agreed, in principle and in advance. This includes attendance at regular Trust meetings where Trade Union representation is required). Trade Union Representatives should discuss all such memberships, frequency of meetings and time off required, including appropriate preparation time, with their manager.

It is appreciated that some requests for time off cannot be planned in advance. Trade Union Representatives will discuss all such requests with their line manager as soon as practically possible. Every effort will be made to meet their requests, which will be agreed subject to service requirements. Trade Union Representatives will not leave their workplace without appropriate authorisation.

Managers should be aware that time off is a duty and Trade Union Representatives should not be made to feel guilty for any unavoidable impact on the service by the performance of their duty.

Where necessary, the line manager and Trade Union Representative should discuss the impact of their Trade Union role on their substantive post and discuss any potential workload adjustments possible.

Where time off with pay is granted the Trade Union Representative's pay will include the pay they would receive had they worked e.g. unsocial hours payments.

5 Facilities for recognised Trade Union organisations

LCHS will provide the following facilities to recognised trade unions:

- Access to appropriate private accommodation, with storage facilities for documentation, for meetings and trade union education.
- Access to internal and external telephones for use in patient led NHS activity with due regard given for the need for privacy and confidentiality.
- Access to internal and external mail systems.
- Access to the employers' intranet and email systems for communication with their members.
- Access to appropriate computer facilities for work.
- Administrative support for staff representatives.
- Access to sufficient notice boards at all major locations for the display of trade union literature and information.
- The facility for representatives to meet with full-time officers.

- Based on the geographical nature of the organisation consideration may need to be given to access to suitable transport facilities.

Both LCHS and Trade Unions agree that the above facilities are agreed as essential to the smooth running of effective employee relations and that these facilities must not be abused.

6 Role of the Trust Staff Side Chair and Staff Side Secretary

During discussions with line managers further consideration should be given to those Trade Union Representatives who are elected to the role of Chair or Secretary to the Trust's Staff Side. An agreed amount of time per week will be required by the Chair and the Secretary. Requirements should form part of the annual discussions with line managers and will be subject to the general principles of this Agreement. These posts will be funded corporately.

7 Appointment to Regional or National Trade Union Roles

Consideration will be given to reasonable requests for paid time off from Trade Union Representatives who are elected to regional or national roles within their Trade Union. Time off will be subject to the general principles of this Agreement and time off should be recorded on the annual record (**Trade Union Partnership Agreement, Appendix 3**).

8 Trade Union Act – Facility Time Reporting Requirements

The Trade Union (Facility Time Publication Requirements) Regulations 2017 (“the Facility Time Regulations”) came into force on 1 April 2017 requiring relevant public sector employers to publish specified information on an annual basis covering the 12 month period beginning with 1 April.

Facility time is the time off taken by a union official that is permitted by the Trust, in order to carry out trade union duties or activities (but not including partnership duties).

Relevant public sector employers are required to report on the following:

- The number of employees who are union officials (in full time equivalent) – steward, health and safety, union learning reps (if hold more than one role do not count these posts separate but only as one)
- The percentage of their working hours spent on trade union facility time
 - 0%
 - 1-50%
 - 51-99%
 - 100%
- The percentage of the pay bill spent on facility time
- The percentage spent on paid trade union activities as a percentage of the total paid facility time hours.

Appendix 3: Time off Record Sheet

**TIME OFF FOR TRADE UNION DUTIES
Monthly Record Sheet**

NAME OF TRADE UNION REPRESENTATIVE:.....

TRADE UNION ROLE:.....

ACTIVITY	Hours/Days Required	Dates Required	Approved Yes/No	Designated Manager's Signature
PLANNED TIME OFF				
(e.g. JCNC, Employment Policy Group, Job Matching/Evaluation, Health and Safety Committee, People Executive Group, Equality & Human Rights Committee, Support Network Groups, etc)				

ACTIVITY	Hours Required	Dates Required	Approved Yes/No	Designated Manager's Signature
TRAINING AND DEVELOPMENT				

ACTIVITY	Hours Required	Dates Required	Approved Yes/No	Designated Manager's Signature
UNPLANNED TIME OFF (e.g. Exclusion meeting, investigation interview, etc)				

A copy of this form should be sent to:
 Staff Side Chair, Beech House, Waterside South, Lincoln, LN5 7JH

Appendix 4: Terms of Reference JCNC

Joint Consultative and Negotiation Committee (JCNC)

- The committee is an established and effective structure which, in the interests of improving services allows the trade unions, professional organisations and Lincolnshire Community Health Services NHS Trust (LCHS) to meet regularly, and maintain and improve the quality of employee relations, as well as eliminating friction or misunderstanding and resolve any differences quickly.
- The JCNC is the mechanism for consultation and negotiation on all key issues affecting staff employed in LCHS, for example service planning and the staffing implications of those plans.
- The Trade Unions acknowledge their role as staff representatives in their discussions with managers.
- The Trust and Trade Unions acknowledge the value of up to date, regular information on important changes which affect employees and the need, where appropriate, to take early account of staffs' views.
- Disputes regarding any local agreements may be referred to the JCNC.
- The Trade Unions accept that Management will want to communicate with all its employees and the arrangements detailed in Section 9 of this Agreement will not be the sole means of staff consultation. However agreement on terms and conditions will only be reached via the collective bargaining process.

Sub-Groups

- It may be necessary, based upon need, to set up sub groups or time limited working groups of the JCNC. These working groups may consist of management and/or staff side representatives, the composition, purpose, life span and level of delegated authority of them will be determined by the JCNC.
- In setting up the groups, the JCNC will ensure that there is an appropriate balance of management and staff side representatives that are reflective of the work area and responsibilities relating to the purpose of the group's formation. Where additional specific knowledge or expertise is required the group will have the ability to co-opt to its membership from outside the existing JCNC membership.
- In all instances the groups are accountable to the JCNC and any recommendations will be reported back to the JCNC for action. Where the decision making process has been delegated to the group then this process will be one of reporting back and ratification of the actions taken.
- For a quorum in any sub group there will be a minimum of 3 management and 3 staff side representatives. Failure to achieve a quorum need not disallow an informal meeting to be held.

Lincolnshire Community Health Services NHS Trust

And

Recognised Trade Unions

PARTNERSHIP AGREEMENT SIGNATORIES

STAFF SIDE	ON BEHALF OF:-	DATE
	British Medical Association (BMA)	
	British Dental Association (BDA)	
	General & Municipal Boilermakers (GMB)	
	Unite The Union	
	Royal College of Nursing (RCN)	
	UNISON	
	Society of Chiropractors and Podiatrists (SCP)	
	British Association of Occupational Therapists (BAOT)	
	Community and District Nursing Association (CDNA)	
	Community Practitioners and Health Visitors Association (CPHVA)	
	Chartered Society of Physiotherapists (CSP)	
MANAGEMENT SIDE	LCHS Chairman	
	LCHS Chief Executive	
	LCHS Director of Human Resources and Transformation	
HUMAN RESOURCES COLLEAGUES		

NHSLA Monitoring

Minimum requirement to be monitored	Process for monitoring e.g. audit	Responsible individuals/ group/ committee	Frequency of monitoring/audit	Responsible individuals/ group/ committee (multidisciplinary) for review of results	Responsible individuals/ group/ committee for development of action plan	Responsible individuals/ group/ committee for monitoring of action plan
All requests for time off by Trade Union representatives.	Monthly records to be sent to the Staff Side Chair Audit of time off granted to reps.	Staff Side Chair and Head of Human Resources in conjunction with Human Resources Team	Annual basis	Staff Side Chair and Head of Human Resources	JCNC	JCNC

Equality Analysis

What is Equality Impact Analysis?

Equality Impact Analysis is a tool for helping us to consider the potential impact that our Trust activities (services, projects, strategies, policies etc.) might have on our community (staff, patients, carers & others), from different equality perspectives.

It helps us provide better services to our patients and staff, by making sure that all our activities help to promote equality, challenge discrimination, and are genuinely accessible to all. It also helps us fulfil our legal obligations as a Trust under equality legislation. The Equality Act 2010 places a Specific Duty on public sector organisations to carry out Equality Impact Analysis on our activities, against each of the nine personal protected characteristics, which are:

- Age
- Disability
- Gender Reassignment
- Marriage & Civil Partnership
- Pregnancy & Maternity
- Race
- Religion & Belief
- Sex
- Sexual Orientation

Also to include carers.

When should we do it?

An Equality Impact Analysis should be carried out early in the planning, development or review of any activity within the Trust. This helps to ensure that equality is placed at the heart of everything we are doing. It looks at both positive and potentially negative impacts of the activity, to enable any necessary adjustments to be made at an early stage.

Activities for which an Equality Impact Analysis should be completed include:

- Service changes or redesign
- Organisational change
- Strategies
- Policies
- Proposals, projects & plans
- Care Pathways
- Processes & procedures
- Guidelines
- Systems
- Other Functions & Practices

Equality Impact Analysis Screening Form

Title of activity	Trade Union Recognition Agreement		
Date form completed	June 2019	Name of lead for this activity	Tracey Langley

Analysis undertaken by:			
Name(s)	Job role	Department	Contact email
Tracey Langley	Senior HR Advisor	Human Resources	Tracey.langley@lchs.chs.nhs.uk

What is the aim or objective of this activity?	To ensure that the policy is still compliant with the National Trade Union Agreement and local policies
Who will this activity impact on? <i>E.g. staff, patients, carers, visitors etc.</i>	Staff

Potential impacts on different equality groups:

Equality Group	Yes	No	Please provide details of how you believe there is a potential positive, negative or neutral impact (and what evidence you have gathered)
Age	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Disability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Gender reassignment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Marriage & civil partnerships	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Pregnancy & maternity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Race	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Religion or belief	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Sexual Orientation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Sex	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Additional Impacts (what other groups might this activity impact on? Carers, homeless, travelling)	<input checked="" type="checkbox"/>	X	

communities etc.)			
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If you have ticked one of the above equality groups please complete the following:

Level of impact

	Yes	No
Could this impact be considered direct or indirect discrimination?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, how will you address this?		

	High	Medium	Low
What level do you consider the potential negative impact would be?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If the negative impact is high, a full equality impact analysis will be acquired.

Action Plan

How could you minimise or remove any negative impacts identified, even if this is rated low?
Ensure that the policy is communicated to all staff
How will you monitor this impact or planned actions?
Future review date:

Signed: Tracey Langley

Date: June 2019