

**Partnership Working Agreement (Including Trade Union
Recognition, Facilities and Time Off Provisions)**

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Consultation	HR Policy Group	Applicable to:	All staff All Sites
Equality, Diversity And Human Right Statement	The Trust is committed to an environment that promotes equality and embraces diversity in its performance both as a service provider and employer. It will adhere to legal and performance requirements and will mainstream Equality, Diversity and Human Rights principles through its policies, procedures, service development and engagement processes. This procedure should be implemented with due regard to this commitment.		
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Version number	Page	Changes made with rationale and impact on practice	Date
2	All	Partnership Agreement has been reviewed in its entirety in line with Just Culture Principles and the Trust Values.	09.08.2023

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1. Forward

Dear Colleague,

Following ratification at Staff Partnership Forum in August 2023, I am pleased to be publishing our new Partnership Agreement. This policy has been developed in partnership with our recognised Trade Union colleagues and representatives as a tool to support a just and learning culture for people working within of Liverpool University Hospitals NHS Foundation Trust (LUHFT hereafter) and the wider NHS.

Partnership Working plays a crucial role in delivering highly motivated and committed staff who can continuously improve the quality of the care provided to patients and their families, and who can be proud of working within LUHFT.

At LUHFT, we strive to foster a culture that values our people as individuals to ensure we hold onto our people and develop an organisation where people want to work. We are committed to a Trust culture that shapes the behaviour and experience of everyone within it to ensure that staff feel valued, heard and recommend us as the best place to work, learn and receive care.

Whilst enhancing culture is multifaceted, it is recognised that **Partnership Working** is a vital component of achieving the Trust values which are:

- We are Caring
- We are Fair
- We are Innovative

Partnership Working should focus on an overall aim to achieve the highest levels of employee satisfaction and commitment, establishing the Trust as a Model Employer.

Therefore, to ensure our staff truly feel proud to work at LUHFT, our management teams and recognised Trade Union have happily agreed to work in Partnership and adhere to this Partnership Agreement which is underpinned by a number of shared values and a common purpose.



Heather Barnett
Chief People Officer



James Sumner
Chief Executive



Joe Baldwin
Joint Trade Union Chair

Date: 9th September 2023

2. Purpose

This policy describes the principles and procedures which govern partnership working within the Trust, between recognised Trade Unions representatives and recognised professional organisations.

The Trust will operate in accordance with the current legislation and the principles contained within the ACAS Code of Practice, and this policy will be updated in line with changes in statutory legislation.

Trade Union and Joint Union representatives of the recognised Trade Unions and professional organisations will be recognised for collective bargaining purposes.

3. Scope

The principles within this policy will apply to all members of staff who are members of a recognised trade union.

Individuals who are not currently members of a recognised trade union will nevertheless be subject to all agreements made within the agreed bargaining framework.

For matters that affect the whole workforce (regardless of staff group) the mechanism for consultation and negotiation is the Staff Partnership Forum.

The forum will provide a modern partnership arena for an overarching and, where appropriate, confidential discussion about the strategic issues affecting the Trust.

In particular it will:

- Have a shared commitment to continuous improvement, including access to high quality services and delivering value for money to the public.
- Promote good practice in all areas of staff management, including equality, diversity and inclusion, staff development, staff engagement and a commitment to security of employment.
- Take a collective approach to support staff that may be affected by service change.

4. Policy Content

4.1 Definitions

Consultation: the process by which management and employees or their representatives jointly examine and discuss issues of mutual concern to achieve a jointly agreed position.

Negotiation: is the process of reaching agreements or arrangements, in relation to agreed policies, by discussion to successfully agree outcomes for implementation, avoiding disputes

Partnership: is a way of agreeing together, wherever possible, changes on how we work together and around the way we deliver care to the patients we serve.

Information: is about ensuring that everyone is fully and promptly informed.

Union Representative: in this policy a union representative means an employee who has been elected or appointed in accordance with the rules of the independent union to be representative of all or some of the unions members.

Joint Trade Union: (Previously Joint Trade Union) for the purpose of this agreement, Joint Trade Union is the term used to refer to the elected members for each union to attend the Staff Partnership Forum

Staff Partnership Forum: Monthly meeting with Senior Managers and Joint Trade Union representatives for the purpose of information, consultation, and negotiation.

Trade Union Membership: Staff who are members of a recognised Trade Union or professional body. The Trust encourages staff to join unions and encourages staff representation in the interest of good employee relations and efficiency.

Time off: For the purpose of this agreement, the phrase “time off” is used when referring to the time a trade union representative spends on union duties. This term is used as per the language in the Trade Union Labour Relations (Consolidation) Act, and ACAS Code, and has been used in this document to ensure consistency. All parties recognise that these duties are essential and valued by the organisation.

4.2 Partnership Working

Partnership means the routine involvement of staff and their Joint Trade Union representatives in the decision making at all levels with access to information which gives genuine opportunity to influence decisions at the earliest possible stages and before decisions are taken. This includes, where appropriate, the identification of problems/issues to be addressed, supporting staff, and making Liverpool University Hospitals NHS Trust one of the best employers to work for.

The Trust and Trade Unions have a common goal in ensuring the Trust achieves its vision, aims and objectives which will be achieved through open and transparent consultation and negotiation involving staff and staff representatives, develop a collaborative relation that will enhance the Trust and assist the achievement of goals and objectives of the Trust.

Whilst it is recognised that there may be different perspectives and differences of opinion from time to time this agreement is underpinned by a number of shared values and a common purpose linked to providing the best possible care to the Trust's patients, service users and carers and to being a model employer for our staff.

Therefore, each side commits to sharing appropriate information where possible, as early as possible to help support effective partnership working. The sharing of information is done in good faith and kept confidential.

4.3 Value of Partnership Working

All partnership working should be underpinned by the Trust values which are:

- We are Caring
- We are Fair
- We are Innovative

Partnership Working should focus on an overall aim to achieve the best possible outcome for all. However, in addition to this all parties to this policy are committed to ensuring that the following values, jointly agreed, are demonstrated in their day-to-day work, and integrated into our partnership arrangements:

- Mutual trust, honesty, respect, kindness, and civility.
- Openness and transparency in communication.
- Consensus, co-operation, and inclusion as the “best way”.
- Recognising and valuing the contribution of all parties.
- Recognising and valuing principals of equality and diversity through-out the workforce and the wider community.
- Recognising the right of stakeholders to be involved, informed, and consulted.
- Recognising and respecting the responsibility of individuals to represent their Trade Union values which may sometimes differ.
- Recognising the value in keeping language as simple as possible and avoiding the use of acronyms and jargon.
- Timely access and sharing of information and time to consider that information.

The benefits of partnership working are many, but the key benefits are:

- Improvements in service delivery and patient care
- Ability to achieve change in the workplace more effectively
- Faster and more effective decisions making
- Greater levels of employee satisfaction and commitment, establishing the Trust as a Model Employer
- A willingness to be involved and be innovative
- An increase in value added activity and productivity
- Improved morale with staff feeling more valued and satisfied with their role.

This Agreement has been developed in recognition of the benefits of partnership working which includes ensuring high standards of employment practice; achievement of effective organisational change; enabling transparent and streamlined structures for Trade Union and staff engagement; encouragement of trust and confidence in sharing information and agreeing outcomes and increased staff morale and satisfaction.

4.4 Objectives of Partnership Working

This agreement recognises that the Trust and the Trade Unions have a common objective in the long term in ensuring we achieve our aims and objectives, as set out in the Trust's values and behaviours for the success of the Trust for the benefit of all.

The purpose of this agreement is to determine trade union recognition and representation within the organisation and establish a framework for consultation. The

Trade Unions recognise that it is managements responsibility to plan organise and manage the activities set by the Trust.

The Trust recognises the importance of Joint Trade Unions (previously Joint Trade Union) involvement in working via a consultative framework to protect staff interests and their role in encouraging staff to become members of a trade union organisation. The Trust also recognises that the Joint Trade Unions have an important role to play in acting to influence and support the Trust in its decisions and developments, for the overall improvement of services and conditions at work.

The Joint Trade Union Representatives have a responsibility to respect and act in the best interests of their members whilst also working within the core principles of their respective trade unions. Partnership working will recognise the interdependence of both parties and will be carried out in genuine partnership and equality.

Both sides agree that their pursuit of this common objective under this Partnership Agreement shall be via partnership.

The parties have identified common objectives they wish to pursue and achieve:

- to secure and sustain employment wherever possible
- to ensure that employment practices in the Trust are conducted to the highest possible standards.
- to enhance effective communication with all Staff throughout the Trust;
- to achieve greater participation and involvement of all members of staff on the issues to be faced in managing and developing the Trust;
- to ensure that equal opportunities are offered to staff, or prospective staff and that the treatment of staff will be fair and equitable in all matters of employment
- To work towards insourcing contracts with external provides, where appropriate
- To aim to recruit from the local demographical area and be an employer of choice for the local community

4.5 Trade Union Recognition

The Trust recognises the following Trade Union and professional bodies for the purpose of this agreement. listed below with which it will consult and negotiate with on all matters set out in Section 3.4 of this agreement.

- British Dental Association (BDA)
- British Dietetics Association (BDA)
- British Medical Association (BMA)
- Chartered Society of Physiotherapy (CSP)

- General Municipal Boilermakers (GMB)
- Royal College of Nursing (RCN)
- Society of Radiographers
- UNISON (including MIP and BAOT)
- Unite (including Guild of Pharmacy)
- Chartered Society of Chiropractors
- Chartered Society of Podiatrists
- BOS
- FCS

Joint Trade Union representatives will be employees of the Trust and shall be elected in accordance with the rules of the appropriate recognised trade unions organisation.

Unions/Bodies accept that their representatives must act consistently with the Trust Values in undertaking their role and otherwise representing their members' interests.

Trade Unions will provide written notification to the Chief People Office of any changes in trade union representatives or Regional Full Time Officer within 5 working days of the change having taken place.

Informing and consulting employees will take place through trade union/professional body representatives and in keeping with its broader communication and engagement strategy, the Trust will, where appropriate, communicate directly with its workforce on relevant matters in line with the Information and Consultation of Employees (ICE) Regulations.

The Trust recognises the importance of Trade Union representatives, therefore, is committed to ensuring that no Trade Union Representative shall suffer in terms of their career prospects or employment with the Trust or result in any other form of detriment.

4.6 Involvement of Full Time Trade Union / Professional Body Representatives

Normally consultation will be carried out with accredited representatives within the Trust however this agreement does not preclude the involvement of full-time officers of a Union/Body in specific issues.

The Trust recognises the Union's/Body's right to represent the interests of all or any of its members at all stages during grievance and disciplinary procedures and other policies relating to employee relations issues and to call in regional officials or other accredited representatives, who are not employees of the Trust, wherever this is considered appropriate.

The Trust recognises that in order to avoid potential collective disputes: there may be a need to share consultation documents with regional/full time officials, particularly where these relate to collective grievances. The trust will inform the relevant, accredited representative, as to whether it is necessary to share such consultation documents in advance with the relevant regional/full time official.

4.7 Appointed and Elected Joint Trade Union Roles

The Trust recognises the need to ensure those elected by Joint Union to undertake specific roles on its behalf, have a reasonable level of time to undertake the associated duties. For the purposes of this Agreement these roles include:

1. Joint Trade Union Chair
2. Joint Trade Union Secretary

3. Joint Trade Union Health and Safety Representative
4. Joint Trade Union Learning Representative
5. Joint Trade Union Agenda for Change Lead Representative

The allocated core time allocated to these roles is as follows:

Role	Facility Time (average)
Joint Trade Union Chair	7.5 hours per week
Joint Trade Union Secretary	7.5 hours per week
Joint Trade Union Lead Health & Safety	Ad hoc*
Joint Trade Union Lead Learning	Ad hoc*
Joint Trade Union Lead Agenda for Change	Ad hoc*

*Time off will be agreed and negotiated as and when needed

This will be reviewed in the event of organisational needs and the impact of this in terms of collective bargaining e.g. major organisational change etc.

These appointed representatives will be given reasonable paid time off during normal working hours to carry out functions related to their representational responsibilities covering those responsibilities listed in this agreement and (subject to the constitution of those bodies) attendance at all Joint Trade Union meetings, negotiating and policy forums, and jointly recognised committees and forums.

Representatives who have full-time release will have a managerial reporting line within Business HR. This will be the contact point for appraisals, annual leave, mandatory training and release for union duties and other managerial issues. However, Union Representatives who have a clinical role within the Organisation will have an identified professional reporting line to support with Clinical input and will complete the appraisal with the individual ensuring that they link with Business HR.

4.8 Time Off for Trade Union Activities

Time off (also referred to as facility time) for trade union representatives will be handled in accordance with the ACAS Code of Practice – Time off for trade union duties and activities should therefore be reasonable in all the circumstances. The Trust will provide Trade Union representatives with reasonable paid time off from normal working duties, during working hours, to carry out trade union duties and to undertake trade union training, as summarised below. The Trust will also support reasonable **unpaid time off when taking part in trade union activities.**

The Trust will make available to union representatives the facilities necessary for them to perform their duties efficiently and communicate effectively with their members, colleague union representatives and full-time officers. This will include access to IT equipment.

Reasonable time off for trade union duties will be handled in line with TULCRA 1992. Time off must be agreed with the relevant line manager and will be accommodated subject to the needs of the service and adequate notification being provided. Where this time off cannot be agreed because of the needs of the service, managers must agree reasonable alternative paid time off. Time off will include time to prepare for meetings and disseminate information and outcome to members during working hours, and to carry out duties that are concerned with any aspect of:

- Undergoing accredited training, as approved by the relevant Trade Union, in aspects of representative duties relevant to their role as workplace representatives.
- Negotiation and/or consultation on matters relating to terms and conditions of employment or agreed partnership processes – examples include:
 - Terms and conditions of employment
 - Engagement or termination of employment
 - Job evaluation
 - Health and safety / learning issues
 - Allocation of work
 - Matters of discipline
 - Grievance and disputes
 - Union membership
 - Facilities for trade union representatives
 - Machinery for negotiation or consultation or other procedures
 - Meetings with members in relation to the above
 - Meetings with lay officials or full-time officers
 - Appearing on behalf of members before internal or external bodies
 - All joint policy implementation and partnership working
 - Other matters relating to employee relations and partnership working

It is recognised that some trade unions will need to meet with members during working hours, where this is the case, the Trade Union representative shall provide the Trust with a timetable of regular union meetings or give at least **three working days' notice** of the intention to hold a meeting.

Members attending such meetings should request time away from duties in the usual way. Trade Union / Professional Organisation training events should ordinarily be arranged outside of usual working hours.

Trade Union activities for which time off may be authorised on an unpaid basis shall normally include (requests for time off should still be made in the usual manner):

- Branch, area, regional or national meetings
- Representing the Trade Union at external bodies e.g. Employment Tribunals, where the representative is not directly supporting the case / member
- Representative development days, as agreed by the Staff Partnership Forum.
- Attending special conferences organised by the Trade Union or the TUC.

No trade union representative 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 including usual enhancements where applicable. Travel expenses can be claimed in line with relevant terms and conditions for representatives who are attending meetings within the Trust to support their members.

For other events, such as conferences, training, Branch or Regional Meetings etc, expenses should be claimed via the respective trade union / professional organisation.

If a workplace meeting is to take place outside the trade union representative's rostered working hours, then trade union 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.

Prior to taking time away from normal duties, trade union representatives shall obtain the necessary authorisation from their line manager by completing appendix 6 as far in advance as possible and advise the departmental manager of the need to take time away, the general reasons for it, the intended location and expected period of absence. Time away from normal duties requested by trade union representatives should be recorded and approved within Roster (where applicable). All submitted forms (appendix 6) must be securely archived by the line manager along with all other confidential personnel file information.

As a public body, the Trust is required to collect, report and publish facility data (time off) under the Trade Union Facility Time Publication Requirements Regulations 2017. The Associate Director of HR is responsible for the collection of this data, which is undertaken in partnership with the Joint Trade Union Chair and individual trade union leaders, where necessary. These forms are then sent to HR on a quarterly basis and will be reviewed by the Associate Director of People (Corporate Workforce and OD) and Joint Trade Union Lead and individual trade union leaders, where necessary. Facility data will be published on an annual basis on gov.uk, and within the Trust annual report.

Where possible, reasonable notice must be given to enable the manager to cover the representative's work, always having in mind the demands of the service. It is recognised that there may be situations where time away from normal duties is required at short notice, and these situations will not be unreasonably refused. However, if this time has to be declined the representative and the manager will actively work together to agree a reasonable alternative date and time within a reasonable timeframe to ensure timely representation and paid release.

LUFHT managers are responsible for making operational arrangements to facilitate time requested by Trade Union representatives, including reasonable permission granted for other employees to cover their work.

If management wishes to decline time away from normal duties, then clear reasons for this should be given and a convenient alternative time mutually agreed upon without unreasonable delay. Advice should be sought from HR in these circumstances.

Any dispute as to time off in accordance with this agreement shall initially be referred to the Associate Director of HR. If informal attempts do not resolve the matter, then reference may be made to the Grievance and Disputes Policy.

4.9 Consultation and Negotiation Arrangements

Consultation:

Consultation involves all parties being open and forthcoming with information underpinned by the NHS Constitution, TULCRA and ACAS Code of Practice. It is vital that it is timely, transparent and involves listening and responding to staff concerns or suggestions. Robust lines of communication should be in place between management and Joint Trade Union representatives, as well as between all staff and their Representatives.

A climate of trust and openness will be maintained between staff, Joint Trade Union representatives and the trust based on regular information and idea sharing, problem solving and learning.

Consultation may be used as a means of providing early information on matters which may or may not later become the subject of negotiation, including service reorganisations and developments.

Negotiation:

Negotiation is for the purpose of reaching agreement and avoiding disputes. The scope of such negotiation shall be those areas specified in relevant legislation and will include the review of any local terms and conditions introduced by the Trust, except for those which apply to Trust Directors.

4.10 Resolution of Differences

The Trust and Trade Unions recognise that there will be occasions where both parties will disagree, however, remain committed to maintaining good employee relations by having open dialogue with a view of reaching a resolution within the organisation. When there are legitimate differences a process reflective of the Grievance Policy will be followed.

1. Joint Trade Union Chair to raise concerns informally via Associate Director of People (Corporate Workforce and OD).
2. If the issue remains unresolved, there would be a formal meeting arranged with the Deputy Chief People Officer.
3. If agreement cannot be sought, there will be a collective discussion at the SPF which will be chaired by an Executive Director of the Trust

In partnership, both sides will work to resolve the issues raised. Whilst this procedure is in operation the "Status Quo" will apply unless there are exceptional circumstances for affecting the change, such as Health & Safety or Patient Care which will be confirmed formally in writing by the Chief People Officer.

However, when major issues which have failed to be resolved locally after determined efforts by both sides, may ultimately be referred to ACAS for conciliation.

4.11 Just and Learning Culture

Guiding Principles

1. *Everyone should be encouraged to live the values of compassion and kindness with colleagues, every day*
2. *Colleagues should be able to work in an environment where they feel supported and empowered to learn when things don't go as expected, through restorative practice*
3. *Colleagues should be encouraged to speak the truth about something which didn't go to plan, without fear of punitive individual repercussions*
4. *In the case of an adverse event, employers should not instinctively ask 'who' was to blame but 'what' led the event to occur*
5. *Formal disciplinary processes and suspensions should be avoided wherever possible, in favour of explorative conversations, to include discussions about all personal responsibility processes, which are informal and fair, adhering to just and learning principles*
6. *It is never too late to reconsider the correct approach to an employment relations issue, and consider alternative resolution outside of formal disciplinary and grievance processes*
7. *When there is a need for formal processes, they should be undertaken compassionately, begin with an investigation of the facts around what went wrong and be undertaken in a timely manner*
8. *Just and learning culture should not be mistaken for an uncritical culture where 'anything goes' – which can be as harmful and inexcusable as a 'blame culture'*
9. *Whilst the concept of just and learning culture pre-dates the pandemic, COVID-19 has only further emphasised the importance of treating people as human beings, and a just culture naturally aligns with this mindset*
10. *In addition to creating the culture we aspire to for the good of our colleagues; employers should recognise the potential to save time and money that can be reinvested, as a result of reduced disciplinaries, suspensions and workforce turnover*
11. *Wherever possible, the natural links and alignment should be drawn between the development of just and learning restorative culture locally, and the national expectations around culture as directed by NHS Chief People Officer.*

5. Exceptions

No exceptions

6. Training

Training is not required for this policy.

7. Monitoring of compliance

Not Required

8. Relevant regulations, standards and references

- Agenda for Change Terms & Conditions of Service – Time Off & Facilities for Trade Union Representatives (Section 2)
- Trade Union Act 2016
- Trade Union & Labour Relations (Consolidated) Act 2002
- Safety Representation and Safety Committee Regulations 1977
- Health & Safety (Consultation with Employees) Regulations 1996
- Management of health and Safety at Work Regulations 1999
- Safety representatives Code of Practice

9. Equality, diversity and human right statement

The Trust is committed to an environment that promotes equality and embraces diversity in its performance both as a service provider and employer. It will adhere to legal and performance requirements and will mainstream Equality, Diversity and Human Rights principles through its policies, procedures, service development and engagement processes. This SOP should be implemented with due regard to this commitment.

10. Legal requirements

This document meets legal and statutory requirements of the EU General Data Protection Regulation (EU 2016/679) and all subsequent and prevailing legislation. It is consistent with the requirements of the NHS Executive set out in Information Security Management: NHS Code of Practice (2007) and builds upon the general requirements published by NHS Digital/Connecting for Health (CfH).

11. Appendices

Appendix 1: Equality impact assessment

Title	
Strategy/Policy/Standard Operating Procedure	
Service change (Inc. organisational change/QEP/ Business case/project)	
Completed by	
Date Completed	

Description *(provide a short overview of the principle aims/objectives of what is being proposed/changed/introduced and the impact of this to the organisation)*

--

Who will be affected *(Staff, patients, visitors, wider community including numbers?)*

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The Equality Analysis template should be completed in the following circumstances:

- **Considering developing a new policy, strategy, function/service or project(Inc. organisational change/Business case/ QEP Scheme);**
- **Reviewing or changing an existing policy, strategy, function/service or project (Inc. organisational change/Business case/ QEP Scheme):**
 - If no or minor changes are made to any of the above and an EIA has already been completed then a further EIA is not required and the EIA review date should be set at the date for the next policy review;
 - If no or minor changes are made to any of the above and an EIA has NOT previously been completed then a new EIA is required;
 - Where significant changes have been made that do affect the implementation or process then a new EIA is required.

Please note the results of this Equality Analysis will be published on the Trust website in accordance with the Equality Act 2010 duties for public sector organisations.

Section 1 should be completed to analyse whether any aspect of your paper/policy has any impact (positive, negative or neutral) on groups from any of the protected characteristics listed below.

When considering any potential impact you should use available data to inform your analysis such as PALS/Complaints data, Patient or Staff satisfaction surveys, staff numbers and demographics, local consultations or direct engagement activity. You should also consult available published research to support your analysis.

Section 1 – Initial analysis

Equality Group	Any potential impact? Positive, negative or neutral	Evidence <i>(For any positive or negative impact please provide a short commentary on how you have reached this conclusion)</i>
Age <i>(Consider any benefits or opportunities to advance equality as well as barriers across age ranges. This can include safeguarding consent, care of the elderly and child welfare)</i>		
Disability <i>(Consider any benefits or opportunities to advance equality as well as impact on attitudinal, physical and social barriers)</i>		
Gender Reassignment <i>(Consider any benefits or opportunities to advance equality as well as any impact on transgender or transsexual people. This can include issues relating to privacy of data)</i>		
Marriage & Civil Partnership <i>(Consider any benefits or opportunities to advance equality as well as any barriers impacting on same sex couples)</i>		
Pregnancy & Maternity <i>(Consider any benefits or opportunities to advance equality as well as impact on working arrangements, part time or flexible working)</i>		
Race <i>(Consider any benefits or opportunities to advance equality as well as any barriers impacting on ethnic groups including language)</i>		
Religion or belief <i>(Consider any benefits or opportunities to advance equality as well as any barriers effecting people of different religions, belief or no belief)</i>		
Sex <i>(Consider any benefits or opportunities to advance equality as well as any barriers relating to men)</i>		

<i>and women eg: same sex accommodation)</i>		
Sexual Orientation <i>(Consider any benefits or opportunities to advance equality as well as barriers affecting heterosexual people as well as Lesbian, Gay or Bisexual)</i>		

If you have identified any **positive** or **neutral** impact then no further action is required, you should submit this document with your paper/policy in accordance with the governance structure.

You should also send a copy of this document to the equality impact assessment email address.

If you have identified any **negative** impact you should consider whether you can make any changes immediately to minimise any risk. This should be clearly documented on your paper cover sheet/Project Initiation Documents/Business case/policy document detailing what the negative impact is and what changes have been or can be made.

If you have identified any negative impact that has a high risk of adversely affecting any groups defined as having a protected characteristic then please continue to section 2.

Section 2 – Full analysis

If you have identified that there are potentially detrimental effects on certain protected groups, you need to consult with staff, representative bodies, local interest groups and customers that belong to these groups to analyse the effect of this impact and how it can be negated or minimised. There may also be published information available which will help with your analysis.

<u>Is what you are proposing subject to the requirements of the Code of Practice on Consultation?</u>	Y/N
Is what you are proposing subject to the requirements of the Trust’s Workforce Change Policy?	Y/N
Who and how have you engaged to gather evidence to complete your full analysis? (List)	
What are the main outcomes of your engagement activity?	
What is your overall analysis based on your engagement activity?	

Section 3 – Action Plan

You should detail any actions arising from your full analysis in the following table; all actions should be added to the Risk Register for monitoring.

Action required	Lead name	Target date for completion	How will you measure outcomes

Following completion of the full analysis you should submit this document with your paper/policy in accordance with the governance structure.

You should also send a copy of this document to the equality impact assessment email address

Section 4 – Organisation Sign Off

Name and Designation	Signature	Date
Individual who reviewed the Analysis		
Chair of Board/Group approving/rejecting proposal		
Individual recording EA on central record		

Appendix 2: Roles and responsibilities

Role	Responsibility
<p>Trust Responsibilities</p>	<ul style="list-style-type: none"> • To recognise the Trade Unions/ Professional Bodies identified in this agreement • To recognise and accept the right to representation and the process for the election/selection of representatives • To grant time off and facilities in accordance with this agreement and maintain a record of what has been granted for monitoring purposes • To recognise the right for each Trade Union/Organisation to request the support/intervention of a full time officer and to allow such officers the visit work places by prior arrangement • To work with staff representatives on the basis of mutual trust, openness and co-operation and to respect confidentiality • To ensure that effective channels of communication are in place, both upwards and downwards • Not to discriminate against any member of staff or staff representative on the grounds of their membership or non-membership of a Trade Union • To recognise the right of Trade Unions Professional Bodies to fully represent the best interests and views of its members • To seek to resolve any differences by a process of consultation and negotiation • Not to involve either directly or indirectly any third party e.g. media, member of parliament, in any matters unless and until all possible stages of the procedure for settling differences has been exhausted and no satisfactory solution has been found • To deduct union subscriptions when requested by a union/association member that is party to this agreement and forward the amount at agreed intervals to the organisation concerned • To allow for elections of staff representatives to be carried out in normal working hours and provide facilities for arranging these • To publish details of the amount of time trade union representatives take on union matters and how much this “cost” to the Trust. Cost will be defined as the union representative’s time only. • To ensure that any disciplinary action taken involving a representative is in accordance with the Trust’s Disciplinary policy and ACAS Code of Practice • To provide representatives with access to all documents relating to Trust agreements setting out terms and conditions of service of the staff they represent • To permit ballots to be held on Trust premises where it is required by and in accordance with legislation or otherwise mutually agreed • To disclose information for collective bargaining purposes as set out in this agreement • To undertake formal negotiations and consultation through the Staff Partnership Forum • To monitor this agreement in partnership on an on-going basis
<p>Accredited Trade Union Representatives</p>	<ul style="list-style-type: none"> • To work with Trust Management on the basis of mutual trust, openness and co-operation • To respect confidentiality

	<ul style="list-style-type: none"> • To participate positively and constructively and in a way which is consistent with the aims, objectives and mission of the Trust • To seek to resolve differences by a process of consultation and negotiation • Ensure they communicate key messages effectively to their members, managers and Joint Trade Union colleagues • Ensure they attend relevant training and development to enable them to undertake the duties of a representative fully • Ensure they attend and fully participate in relevant meetings and committees • Ensure they represent the views and act in the interests of their members • Make timely requests to their manager for time off to undertake Trade Union duties in accordance with this agreement and appreciate it may not always be possible for a manager to provide time away from the workplace • Represent members on matters which are of concern to the Trust or its employees • Investigate any complaint or difficulty raised by members and make representation to the appropriate manager and/or the HR department • Keep appropriate records, for audit purposes, of any time off used for Trade Union duties (see Appendix 7 – Time Off for Trade Union Duties Record Sheet) • To raise any serious concerns regarding the conduct of Trade Union colleagues and/or managers with the Full Time Officer and Chief People Officer /Deputy as appropriate. • To work jointly with HR staff to develop and deliver training to managers to raise awareness of the desired partnership working behaviours and to develop skills in managing employee relations matters • To respond the Trust matters in a timely manner
<p>Managers</p>	<ul style="list-style-type: none"> • Ensure they communicate key messages effectively to local Trade Union representatives <ul style="list-style-type: none"> • Ensure they encourage Trade Union and staff involvement in change management processes and local decision making • Meet regularly with recognised Trade Union representatives within their area to review and agree local arrangements for time off • Ensure relevant records are kept, for audit purposes, relating to time off activities undertaken by recognised Trade Union representatives in their areas • To provide a full reason if time off in certain circumstances cannot be granted • To raise any serious concerns regarding the conduct of Trade Union representatives with the Chief People Officer • Attend training for managers to raise awareness of the desired partnership working behaviours and to develop skills in managing employee relations matters • Ensure that no member of staff is discriminated against during, pre or post-employment on account of membership or non-membership of a Trade Union • Ensure short notice requests for Trade Union Representatives e.g. immediate suspensions are supported where possible.

<p>Chief People Officer</p>	<ul style="list-style-type: none"> • Identify and agree resources to support effective partnership working • Chair the Staff Partnership Forum • Resolve any matters relating to the poor conduct of managers or Trade Union representatives in accordance with each Trade Union policy • Ensure appropriate involvement of Branch Secretary/Chair and Full Time Trade Union officers regarding any concerns • 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 • Promote the ideals of partnership working and staff involvement at all levels within the Trust • Monitor the escalation process where time off has not been given to ensure policy applied equitably • Share an Issues Log from Staff Partnership Forum with the Workforce Committee
<p>Human Resources Team</p>	<ul style="list-style-type: none"> • Responsible for ensuring that the Trust maintains a list of all accredited representatives and Full Time Officers along with their contact details, this information to be reviewed on an annual basis • Design and deliver appropriate training to managers to raise awareness of desired partnership working behaviours and to develop skills in managing employee relations • Liaise with Trade Union representatives regarding dates wherever possible when arranging meetings, hearings, etc. to ensure attendance is maximised and delays are minimised • Follow up any matters raised by managers or Trade Union representatives appropriately, in accordance with any relevant policies and procedures, in a timely manner • Monitor the escalation process where time off has not been given to ensure policy applied equitably • Avoid very short notice requests that may have an impact on service delivery

Appendix 3: Staff Partnership Forum – Terms of Reference

1. The group will be called the Liverpool University Hospitals NHS Foundation Trust (the Trust) Staff Partnership Forum (SPF).

The Hospital Leadership Teams may on occasion hold adhoc partnership meetings on specific site issues.

2. FUNCTIONS AND SCOPE

The role of the SPF is to have proper and meaningful consultation to enable feedback and discussion before decisions are taken concerning matters directly affecting the interests of the Staff as set out below. The Trust will additionally consult on the current situation, structure and probable development of employment in the undertaking, especially any threat to employment, and on changes in work organisation or contractual matters, including redundancies and transfers. The Trust will also update SPF on the Cultural Improvement Programme, the Financial Sustainability Programme and any regulatory issues the Trust may be subject to.

Negotiation with Trade Union representatives and Joint Trade Union colleagues will take place at the earliest possible stage, and it will be meaningful negotiation that allows for early feedback and discussion on all issues.

The following matters shall be the subject of consultation and negotiation: -

- Terms and conditions of employment, including salary structure, pay awards, etc
- Job changes, reorganisation of staff and relocation of workplaces.
- A4C, job grading and job evaluation arrangements
- Hours of work, holiday and sickness arrangements, pensions
- Health and safety matters
- Joint Trust policy implementation
- Training, new technology, working practices, new equipment and techniques
- Staff facilities and wellbeing
- Redundancy, redeployment and organisational change (including contracting out)
- Partnership working
- Any other item which both sides agree to refer

The Trust undertakes to supply staff representatives with the necessary information for it to carry out effective, meaningful consultation and negotiation. This shall include the Trust's employment policies and procedures and proposed amendments and additions.

The Group will report to the LUFHT Senior Management Board who will receive minutes of meetings and, where appropriate, specific reports. The minutes will also be provided to the Local Negotiating Committee (LNC).

2.1 Sub Groups

The following will be sub groups of the SPF: -

- Policy Group
- Any site partnership meetings which take place with the HLT

These sub-groups will have powers to reach agreements in principle and report to the SPF for final decision.

Where it is jointly agreed that any of the matters need to be agreed through an area specific process of negotiation, the SPF will issue instructions for an appropriate Joint Working Group (JWG) to be established. As with the SPF, such a group will consist of management and Joint Trade Union members, although the exact constitution will be agreed relative to the issue to be negotiated. Once established the JWG will have delegated authority to reach agreement in principle on the matter in question and refer to the SPF for a final decision. This will take the form of a written record, including an intended implementation plan. These groups will be ad-hoc in nature and time limited and so will disband once the associated negotiations have concluded. Each group established will have a jointly agreed Terms of Reference which all members will abide by.

3. TRADE UNION RECOGNITION

For the purposes of negotiation and consultation the Trust recognises the following Trade Unions/Professional Bodies: -

- British Dental Association (BDA)
- British Dietetics Association (BDA)
- British Medical Association (BMA)
- Chartered Society of Physiotherapy (CSP)
- General Municipal Boilermakers (GMB)
- Royal College of Nursing (RCN)
- Society of Radiographers
- UNISON (including MIP and BAOT)
- Unite (including Guild of Pharmacy)

4. OBJECTIVES

The objectives of the Group will be:-

- To establish workable and effective partnership relationships with the common objective of providing a good staff experience in line Trust values.
- Consultation and negotiation at LUFTH level . to reach agreement through consultation and/or negotiation on issues involving pay and terms and conditions of employment.
- To allow mutual information sharing between management and staff representatives on major policy issues relating to all Trust employees except those relating exclusively to medical and dental staff.

5. TERMS OF REFERENCE

In order to meet the objectives stated above the Group will consider: -

- Any issue that is likely to affect the terms and conditions and well-being of staff
- The formal policies, procedures and practices of the Trust in relation to people issues and related matters. Issues associated with interpretation and application may be brought for consideration by the Group
- Strategic and operational plans and intentions which have implications for our colleagues

6. LIMITATIONS

The Group will not consider: -

- Matters relating to health and safety at work (these fall within the remit of the Health & Safety Committee)
- Matters relating to individual members of staff, or groups of staff such as discipline or grievance matters
- Matters relating purely to Medical & Dental staff which are subject to consultation and negotiation through the Local Negotiating Committee (LNC).

7. COMMITTEE ARRANGEMENTS

7.1 Membership

The membership of the Group will be as follows:-

Management Involvement in SPF

Chief People Officer, Deputy CPO, and members of the Executive Team and appropriate Directors, representatives from the People and OD function

Trade Union Involvement in SPF

The Joint Trade Union will consist of up to 15 representatives of the Joint Trade Union organisations who will be members of staff and elected by the union membership within the Trust. The seats will cover all of the recognised unions and be allocated on a 1 seat per 500 members ratio.

Two seats will be available for Medical & Dental staff representatives from the Local Negotiating Committee (LNC) if they chose to attend.

Full Time Officers will be invited and included in the circulation of documentation. Each side shall make every effort to send its representatives to each meeting, but substitution will be permitted on both sides where it cannot be avoided.

Both management and Joint Trade Union colleagues will be entitled to have advisors in attendance. Reasonable notice will be given.

7.2 Chair of the Meeting

The Chairperson will be the Chief Executive/ Chief People Officer/Chair of Joint Trade Union or a nominated deputy.

7.3 Frequency of meetings

The Group will meet every month by virtual meetings and quarterly face to face meetings.

Dates and venues will be agreed in advance. Meeting dates will be confirmed at the beginning of a calendar year for all the meetings to be held that year.

Facilities will be made available for pre-meetings prior to the formal meeting.

Extraordinary meetings will be convened as appropriate.

7.4 Meeting Attendance

Members are expected to attend at least 75% of arranged meetings each financial year but should aim to attend all meetings.

7.5 Quorum

Representatives of both sides must be present for any meeting to continue. Meetings will be judged quorate if 5 members of both sides, in equal numbers, are present.

7.6 Meeting Agenda

Items for the agenda must be submitted the Secretary no later than 5 working days prior to the meeting.

The agenda and papers will be circulated at least 3 working days in advance of the meeting.

7.7 Meeting notes

Notes of the meeting will be taken. Notes will be subject to the agreement of the Group and will be signed off by the Group of the meeting at which they are agreed.

7.8 Decisions

The Group will decide all matters through negotiation, consultation and agreement in partnership. Where this is not possible a failure to agree will be recorded.

8. REVIEW & AMENDMENT TO TERMS OF REFERENCE

These Terms of Reference will be subject to formal review every 3 years following implementation. Any amendment to the terms of reference will require the approval of both management representatives and Joint Trade Union colleagues of the Group.

Appendix 4: Joint Policy Group – Terms of Reference

The Joint Policy Group will develop policies in partnership for ratification/agreement by the Staff Partnership Forum.

1. Terms of Reference

- 1.1. To ensure that there is a full set of approved Trust Policies and local agreements in place.
- 1.2. To oversee the development, review, maintenance and monitoring of People and Organisational Development Policies in the Trust.
- 1.3. To ensure People and OD policies are updated in line with AFC Terms and Conditions, employment law, organisational needs and good practice.
- 1.4. To ensure updated and amended policies are communicated within the Trust as appropriate.
- 1.5. To ensure HR policies are appropriately Equality Impact Assessed
- 1.6. To identify the impact of any policy change and make recommendations for how to manage the same.
- 1.7. To ensure all policies are user friendly and plain English

2. Membership

- 2.1. The core membership of the Joint Policy Group will represent Human Resources and Joint Trade Union Partners as well as Operational managers. Members will be co-opted for specialist input as required, e.g., ED&I Representatives.
- 2.2. Core membership will include: - the Chairperson will be the Corporate Associate Director of People / appropriate delegated HR representative, - A maximum of three HR Representatives - A maximum of three Joint Trade Union Representatives - three operational managers (representative of the 4 hospital sites)
- 2.3. Quorate arrangements will be two HR representatives (inclusive of Chairperson) and two Joint Trade Union representatives.

3. Operation, Administration & Governance

- 3.1. Meetings will be monthly held virtually to ensure momentum and progress,
- 3.2. Meetings will be serviced by a HR representative (
- 3.3 All members will review the policies circulated and submit any comments to the HR representatives responsible for servicing the meetings in accordance with deadline protocols agreed by the group
- 3.4 The Joint Policy Group will report into the Staff Partnership Forum (to which any issues will be escalated as necessary).

Appendix 5: LNC – Terms of Reference

LOCAL NEGOTIATION COMMITTEE TERMS OF REFERENCE

1. Authority/Constitution

The Committee will be called the Liverpool University Hospitals NHS Foundation Trust (the Trust) Local Negotiating Committee (the Committee).

The Committee will be a sub-committee of the Trust Senior Management Board with agreed powers to reach settlements which are subsequently reported to the Senior Management Board.

2. Purpose

The role of the Committee will be to establish an effective conduit and mechanism, but which staff members are able to establish and reflect the views of medical and dental staff in the Trust.

The Committee will be the forum through which the Trust will consult upon and agree the application of terms and conditions of service, working arrangements/practices, policies, and procedures relevant exclusively to medical and dental staff, including arrangements for the application of national terms and conditions of service. It will also be the forum through which the Trust will consult with medical and dental staff on relevant matters including service change and major policy issues which may have an impact on them and/or the long-term functioning of the Trust.

The Committee will also be the forum through which the Trust will, where appropriate, formally seek the views of medical staff on relevant matters, including those which are of wider application to the staff of the Trust.

The Committee will represent all medical and dental staff directly employed by the Trust and Joint Trade Union members of the Committee will be accountable to the medical and dental staff of the Trust.

The Committee will report to the Senior Management Board in respect of the fulfilment of their functions and will provide minutes of meetings and specific information/reports as required.

3. Duties

In order to fulfil its role and obtain the necessary assurance, the objectives of the Committee will be:

- To allow mutual information sharing and consultation between management and staff representative on major policy issues relating to medical and dental staff working practices.
- To provide a forum to enable staff and management representatives to reach agreement through consultation and/or negotiation on issues involving pay and terms and conditions of employment for medical and dental staff.

In order to meet the objectives stated above the Committee will consider:-
Any issue that is likely to affect the well-being of Medical & Dental Staff.

- The application/interpretation of national and local terms and conditions of service to Medical & Dental Staff.
- The formal policies, procedures and practices of the Trust in relation to People and OD and related matters. Issues associated with interpretation and application may be brought for consideration by the Committee.
- Strategic and operational plans and intentions, particularly those which have implications for Medical & Dental Staff.
- Specific issues relating exclusively to medical and dental staff terms and conditions of service, not previously discussed in other forums.
- Any policies or issues where medical staffs are disproportionately affected by a proposed change.

4. Limitations

The Committee will not consider:-

- Matters relating to health and safety at work (since these fall within the remit of the Health & Safety Committee).
- Matters relating to individual members of staff, or Committees of staff such as discipline or grievance matters.
- Matters associated with terms and conditions of employment relating specifically to non-medical/dental staff which would be the subject of negotiation/consultation through the Staff Partnership Forum.
- Matters associated with contracts for the provision of health services between the Trust and its commissioners.

5. Membership

The membership of the Committee will be as follows:-

Management Side

- Executive Medical Director
- Deputy Medical Director
- Chief People Officer or Deputy
- Chief Finance Officer or Deputy
- Chief Operating Officer
- Medical Education representative
- HR representatives

Where possible management side deputies will be appointed to attend meetings in the absence of the principal member(s) to ensure it is quorate and they will hold the full powers of the person they are deputising for.

Joint Trade Union

- Chair of the Hospital Medical Board
- 6 medical or dental consultants (including academics) representative of the medical & dental services across the Trust
- 2 SAS representatives nominated by the SAS doctor cohort
- 4 junior representatives (1 Foundation Year 1 or Year 2 and 1 Specialist Trainees, nominated by the respective cohorts from each of the Trust sites
- BMA Industrial Relations Officer (advisory/consultative capacity)

Facility time for staff representatives is declared within the Trust's Staff Partnership Agreement. Staff representatives will be afforded time to attend the Committee and accompanying pre-meetings and will be provided with sufficient notice of the meetings.

Where nominated staff representatives are unable to attend a meeting, they will, if possible, arrange for another nominated staff representative to attend on their behalf. The Executive Medical Director is not eligible to be a Joint Trade Union member and Clinical Directors (or Deputies) will normally represent the Trust.

For matters relating to Honorary Clinical Academics employed by the Trust representatives of the University may advise and inform the Committee on matters of common interest in an advisory capacity.

In exceptional circumstance each side will have the right to co-opt members in a consultative or advisory capacity, subject to advance notification to the Chair and the Committee Secretary.

Each side may, by prior agreement of the Chair and Committee Secretary, bring one observer for development purposes.

Officers

The management side chair will be the Executive Medical Director.

The Joint Trade Union representatives will elect a Chair and Deputy from their number who must be a member of the BMA.

The Committee will appoint a Chair and Vice Chair annually. These positions will rotate between the management and staff representative members. In the absence of both members both sides will agree who should chair the meeting.

The Committee will appoint joint secretaries who agree agendas and minutes. The management side secretary will be the PA to the Medical Director who will be responsible for administrative arrangements.

The Joint Trade Union will appoint a Chair and Deputy.

Requirements of membership

- All members of the Committee will undertake work as requested within the identified timescales
- All members will participate in the meetings and punctuality must be observed
- All members must feedback issues raised within the meeting to their areas of responsibility, as appropriate
- The Chair will ensure that the key issues identified are highlighted as appropriate to the SPF and or lead executive director/manager as required.

Representation at Staff Partnership Forum

The Joint Trade Union will nominate 2 representatives to attend the SPF to represent medical and dental staff with regard to wider issues relating to all staff of the Trust.

6. Frequency of meetings

The Committee will meet on a bi-monthly basis. Dates and venues will be agreed in advance and not amended unless unavoidable. Meetings dates and times will be confirmed at the beginning of a calendar year for all the meetings to be held that year. Facilities will be made available to both sides to meet separately prior to the joint meeting as required.

Ad-hoc meetings may be called by either of the joint secretaries in the light of unforeseen or urgent business.

7. Meeting attendance

Members are expected to attend at least 75% of arranged meetings each financial year but should aim to attend all meetings.

8. Quorum

A quorum comprising at least 4 Joint Trade Union representatives with representation across the 3 staff Committees plus the Medical Director, Chief People Officer (or deputies) plus one other management side representative will be necessary for the meeting to proceed.

In the absence of key members in relation to agenda items, either side may request the item and ratification be postponed until there is a quorate meeting/key members present.

9. Meeting agenda

Items for the agenda will be submitted to the management side secretary no later than 10 working days prior to the meeting date.

The agenda and papers will be circulated at least 5 working days in advance of the meeting.

10. Meeting notes

The notes of all Committee meetings will be formally recorded by the management side secretary. Notes will be agreed by the respective management and Joint Trade Union Chairs in advance of wider circulation to the full membership within 15 working days of the meeting.

Once the notes are agreed the management side secretary will forward a copy to all members of the Committee, the Workforce & Education Committee and a copy will be placed on the Trust Intranet.

11. Decisions

The Committee will seek to decide all matters through negotiation, consultation and agreement between both sides, each coming to its own position in its own manner. In the event where this is not possible it will attempt to reach a decision by a simple majority vote a members in attendance. In the event of a tie, the Chair will have a second and casting vote and if this is inappropriate a failure to agree will be recorded.

12. Review & Amendment to terms of reference

These Terms of Reference will be subject to formal review every 2 years following implementation.

Any amendment to the terms of reference will require the approval of both sides of the Committee.





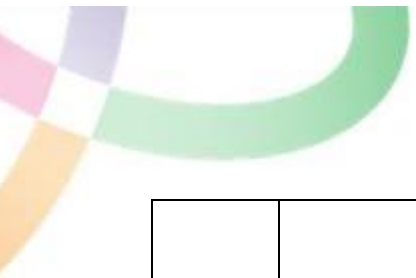
Appendix 6: Record Sheet for Local Representatives

Name:..... Department:.....

Trade Union / Professional Body:.....

Activity recorded to be submitted to the Human Resources 7 days prior the end of each quarter

Date	Time	Details of activity	Paid or Unpaid	Granted / Refused	Reason if refused	Line Manager	Representative signature	Line manager Signature



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