

Livewell Southwest

Trade Union Recognition Agreement

Version No 4.1

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Notice to staff using a paper copy of this guidance

The policies and procedures page of LSW Sharepoint holds the most recent version of this guidance. Staff must ensure they are using the most recent guidance.

Author: Human Resources & Joint Trade Union Forum

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Reader Information

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Document Review History

Version no.	Type of change	Date	Originator of change	Description of change
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1:1	Review	January 2010	M Williams	Reviewed, no changes
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2.0	Full Review	18 July 2012	Director of Workforce Development	Full review
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3	Full Review	July 2017	HR	Full review
3.1	Extended	February 2020	Head of HR & Staff Wellbeing	Extended
3.2	Extended	October 2020	Associate Director of HR and Engagement	Extended
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3.4	Reviewed	November 2021	HR & JCCN	Formatted to LSW current template, no other changes
4	Reviewed	August 2024	HR & JCCN	Appendix E removed Para 1.2 added Para 3.8 added Appendix B Para B9.1 added and B11 and other minor amendments

4.1	Change	January 2025	HSS Group	Para 7.2 – correction of Health, Safety and Security Group and reporting in line with Constitution and ToR
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Trade Union Recognition Agreement

1. Introduction

- 1.1 This agreement is between Livewell Southwest Community Interest Company and the Joint Trade Union Forum (JTUF) representing those unions/professional associations signatory to this document. Livewell Southwest recognises those Trade Unions/Associations as representing their members who are employed by Livewell Southwest and about matters affecting both members and non-members in collective bargaining regarding terms and conditions of employment.
- 1.2 Livewell Southwest is committed to eliminating all forms of discrimination on the grounds of age, disability, gender reassignment, marriage / civil partnership, pregnancy maternity, race, religion or belief, sex and sexual orientation in the provision of our services and in recruitment and employment in line with the Equality Act 2010. This enables an environment that is characterised by dignity and respect which is free from harassment, bullying and victimisation.

2. Principles and Scope of the Agreement

- 2.1 Livewell Southwest and the JTUF are committed to providing high quality services that meet the needs of local communities and recognise that Trade Union involvement has a positive role to play in facilitating change, safeguarding the interests of the workforce, encouraging positive staff engagement and raising standards of service.
- 2.2 Livewell Southwest and the JTUF support improvements in the efficiency of the organisation and the provision of a more effective service to the public. The introduction of changes to ways of working should be implemented with the agreement of the staff concerned. In order to ensure the maintenance of good employee relations, Livewell Southwest Managers will make every effort to inform the JTUF, through the JTUF Chairperson, at an early stage of matters likely to affect staff. It is accepted as good practice that early notification through the JTUF will enable union representatives to be prepared for queries from staff.
- 2.3 This policy should be read in conjunction with NHS national terms and conditions handbook, National Joint Council (Green Book), Advisory Conciliation Arbitration Service (ACAS) Code of Practice 3: Time off for Trade Union duties and activities and Trade Union and Labour Relations (Consolidation) Act 1992.
- 2.4 Union recognition is one of the primary factors in ensuring all staff members have an opportunity to be engaged and influence the direction of the organisation, with a common objective being to ensure the success and efficiency of Livewell Southwest and the wellbeing of both staff and the public.
- 2.5 Joint consultative arrangements will be based on partnership approach to industrial relations. This involves systematic and routine involvement of staff and

trade union representatives at all levels, in shaping the service in the decision making process at all stages which affects their working lives and the delivery of healthcare.

2.6 Livewell Southwest recognise the JTUF responsibility to represent the interests of their members and to work towards improved conditions of employment for all employees.

2.7 Both parties recognise that the pursuit of common objectives under this recognition agreement will be by:

- Negotiation – with the aim of reaching agreement and avoiding disputes. The scope of such negotiations will be on those areas defined in Sections 178(1) and (2) of the Trade Union and Labour Relations (Consolidation) Act 1992.
- The minimum information and consultation requirements for collective bargaining (negotiating) purposes are set out in the ACAS Code of Practice 3 Disclosures of Information to Trade Unions for Collective Bargaining Purposes.
- Consultation – the exchange of views based on the general principle that the mere passage of information is not consultation. Consultation involves an opportunity to influence decisions and their application undertaken with a view to reaching agreement. This should cover:
 - Strategic decisions arising from Commissioners allocation of resources which have staffing implications and or potentially impact on existing terms and conditions of staff.
 - Consequential operational decisions (ETO) which are likely to affect job security of particular staff groups and or potentially impact on existing terms and conditions of staff.
 - Information – keeping each side fully informed of all relevant matters at the earliest opportunity.
- The minimum information and consultation requirements in the event of possible redundancies are covered by Section 188 Trade Union and Labour Relations (Consolidation) Act 1992 which stipulates that management should consult the recognised Trade Unions when it is “contemplating” redundancies. In effect this Directive requires that management consult on the question whether there should be any redundancies in the first place and cover ways and means of avoiding redundancies.

2.8 Livewell Southwest acknowledges the importance of working in partnership with Unions and staff organisations to promote good employee relations. Membership of a Trade Union/Professional Association is not a condition of employment however Livewell Southwest recognises the right of staff to be members of a trade union and or professional body.

- 2.9 It is agreed that management and staff representatives will make every effort to resolve issues raised, by either Management or JTUF at the earliest opportunity and that all options must be pursued to reach agreement. Should either party wish to invoke a status quo situation, they must demonstrate that processes, procedures and attempts to resolve issues have been exhausted. If no agreement can be found, the Disputes Resolution Procedure in Appendix D will be invoked.
- 2.10 Where status quo has been invoked a swift resolution should be sought, so that meaningful negotiations can recommence at the earliest opportunity.

3. Representation

- 3.1 Livewell Southwest will recognise those locally elected officers and representatives of those organisations identified in Appendix A, that have been notified to Livewell Southwest as per Section 3.2 of this agreement or a Full Time Officer, Branch Secretary, Local Organiser or an officer accredited by a recognised union.
- 3.2 It is the responsibility of the JTUF to inform Livewell Southwest of the names of its officers that are elected to JTUF/JCCN; it is the responsibility of each Union to confirm the names of accredited representatives and also inform Livewell Southwest in the event that any of these are withdrawn.

Notification must:

- Be emailed to the livewell.hr-livewell@nhs.net.
- Provide the name, job title and work base of the new representative.

- 3.3 On receipt of this notification, a letter of acknowledgement will be sent and the relevant departmental manager will be notified.
- 3.4 If Livewell Southwest has not been advised by Unions of a new representative, usual facilities will not be afforded.
- 3.5 Livewell Southwest recognises that accredited Trade Union representatives will require time off during normal working hours to carry out their duties and training without loss of earnings (the 'Time Off and Facilities Agreement' at Appendix B sets out the arrangements for this).
- 3.6 Where any of the following apply, the recognition and facilities afforded by this Agreement will be withdrawn from the representative or official concerned or the relevant union:
- 3.6.1 Resignation or cessation of union representative from a Trade Union/Professional organisation.
- 3.6.2 Change in the identity of a Union (e.g. merger or amalgamation). The new Union

will have responsibility to update the organisation with the exception of those terms set out in 3.1.

3.6.3 A representative is no longer employed by Livewell Southwest.

3.7 Action taken by representatives or officials in pursuance of their duties under Agreement, or their legal obligations, or their Trade Union/Professional Organisation rules shall not in any way affect their employment with Livewell Southwest.

3.8 To continue our partnership working with our TU colleagues, Livewell Southwest is committed to ensuring that Trade Union representatives support members in the workplace.

4. Functions of Representatives

4.1 Livewell Southwest and the Trade Unions recognise that the industrial relations functions of representatives and officials are important duties, in addition to their duties as employees. Their functions are as follows:

4.1.1 To inform, consult and negotiate with and on behalf of union members, Livewell Southwest managers and other relevant recognised union organisations.

4.1.2 To represent the Trade Union/Professional Organisation membership in the consultative processes deployed at local, regional and national level.

4.1.3 To attend relevant meetings specific to the role of a representative (e.g. branch, regional, national, training and representation) and organise meetings of members, where appropriate, during working hours with no loss of earnings. Participation in meetings may also include official policy making and annual conferences.

5. Time Off and Facilities

5.1 Accredited representatives should be permitted paid time off, including time to prepare for meetings and disseminate information and outcomes to members during working hours, to carry out duties that are concerned with any aspect of:

- terms and conditions of employment;
- engagement or termination of employment;
- allocation of work;
- matters of discipline;
- grievances and disputes;
- union membership or non-membership;
- facilities for trades union representatives;
- machinery for negotiation or consultation or other procedures;
- meetings with members;

- meetings with other lay officials or full time officers;
- appearing on behalf of members before internal or external bodies;
- all joint policy implementation and partnership working e.g. JTUF and JCCN;
- other meetings and or matters relating to employee relations and partnership working including attendance at meetings to discuss urgent matters relating to the workplace.

5.2 The expectation is that it is good practice for staff representatives to indicate the general nature of the business for which time off is required and where they can be contacted if required. Requests should be made as far in advance as possible, as is in the circumstances. Wherever possible the representatives should indicate the anticipated period of absence. The expectation is that requests for paid time off for trade union representatives will not be unreasonably refused. It is expected that a record of requests by union representatives are done in writing utilising form in Appendix E, Application for Time off for Trade Union Duties/Activities.

5.3 Time off and other facilities for recognised accredited Trade Union/Professional Organisation representatives to carry out their responsibilities is covered by the Time Off and Facilities Agreement in Appendix B.

5.4 Livewell Southwest will support partnership working by giving time off during working hours to enable trade union members or representatives to:

- attend executive committee meetings or annual conference or regional union meetings;
- vote in properly conducted ballots on industrial relations;
- vote in union elections;
- recruit and organise members.

6. Consultation and Negotiation – Scope and Process

6.1 Livewell Southwest and the JTUF agree that in order to consider and resolve issues, it is in both parties' interest to adopt a process for consultation and negotiation.

6.2 The purpose of this is to:

6.2.1 Maintain and improve employee relations through regular forums.

6.2.2 Seek to prevent differences and resolve issues at an early opportunity.

6.2.3 Engage in negotiation on pay and other conditions of service for existing staff and future staff.

6.2.4 Make recommendations, take decisions and increase awareness of good

employee relations, taking into account safe staffing levels, skill mix, quality assurance and ways of working differently.

6.2.5 Establish and maintain mechanisms for the promotion of health, safety and wellbeing for all employees.

7. Consultation and Negotiation Forums

7.1 Joint Committee for Consultation and Negotiation (JCCN).

7.1.1 The JCCN and any agreed sub groups constituted from it, enables Union representatives and Managers of Livewell Southwest to meet regularly to:

- Maintain and improve the quality of employee relations.
- Eliminate misunderstanding and provide a forum for staff views to be taken into account.
- Resolve differences speedily.
- Ensure all parties are aware of current issues that may affect employees, including the performance of and plans of/for the organisation.
- Facilitate partnership working, enabling JTUF to influence local strategy and planning.

7.1.2 Membership and terms of reference for the JCCN are set out in Appendix C.

7.2 Health, Safety and Security Group.

7.2.1 This enables Managers and Union representatives to work together on health, safety and security matters that affect or have the potential to affect employees of Livewell Southwest. It is a sub-group of the Safety, Quality and Performance Committee and accredited Health and Safety representatives have the right to pursue their statutory obligations.

7.2.2 The Health, Safety and Security Group will raise any unresolved concerns to the Safety, Quality and Performance Committee and the Staff Side Health and Safety Chair will report to the JCCN and JTUF forums when requested to do so.

7.3 Local Negotiating Committee (LNC).

7.3.1 This is a Committee representing Medical and Dental staff, with a specific remit only for those staff groups. Issues of a general nature which are applicable to all staff will continue to be discussed via the JCCN and will not be referred separately to the LNC. The LNC will only consider specific issues relevant to medical and dental staff. Any general terms of employment or issues that affect all staff must be agreed by the JCCN.

8 Interpretation, Variation and Termination

- 8.1 Any disputes as to the interpretation of this Agreement shall be referred to the JCCN joint chairs in the first instance, and if agreed by them, to the JCCN. If no agreement can be found the Disputes Resolution Procedure in Appendix D will be invoked.
- 8.2 This Agreement may be terminated by the Livewell Southwest or the JTUF giving three months' notice of termination in writing to the other side. However, either party may ask for the Recognition Agreement to be reviewed at any stage.
- 8.3 This Agreement is not legally binding and is binding in honour only.

All policies are required to be electronically signed by the Lead Director. Proof of the electronic signature is stored in the policies database.

The Lead Director approves this document and any attached appendices. For operational policies this will be the Head of Service.

The Executive signature is subject to the understanding that the policy owner has followed the organisation process for policy Ratification.

Signed: Director of People and Professionalism

Date: 2nd December 2024

Appendix A

List of Recognised Trade Unions/Professional Organisations for Livewell Southwest

- British Association of Occupational Therapists (Part of Unison)
- British Dental Association (Separate arrangement in place)
- British Medical Association (Separate arrangement in place)
- Chartered Society of Physiotherapy
- General, Municipal, Boilermakers, and Allied Trade Union
- Royal College of Nursing
- Royal College of Podiatrists
- Union of Construction, Allied Trades & Technicians (Part of Unite)
- Unison
- Unite

Appendix B

Time Off and Facilities Agreement

B1. Introduction

- B1.1 This document represents an agreement between Livewell Southwest and those Unions/Professional Organisations recognised in accordance with the Recognition Agreement.
- B1.2 Livewell Southwest and the Trade Unions accept their responsibility in the maintenance of good employee relations.
- B1.3 Dates for key meetings, specifically JCCN and JTUF are planned in advance for each year. Once these have been agreed and notified to the HR Team, they will notify managers of these dates. This is to ensure staff rosters are planned to maximise release of JTUF officials and facilitate their attendance. It is recognised that there will be occasions when, despite planning, an urgent service issue may prevent a JTUF officer from attending a JCCN or JTUF meeting and reasons must be provided in such a situation.
- B1.4 Under this Agreement, Livewell Southwest will permit employees who are accredited representatives of recognised Trade Unions/Professional Organisations, to take paid time off to carry out their duties and attend training which is relevant to these duties.
- B1.5 Time off for duties, activities and training, together with the provision of other facilities set out as part of the Recognition Agreement are in accordance with the Trade Union and Labour Relations (Consolidation) Act 1993, NHS terms and conditions handbook and the ACAS Code of Practice 3: Time off for Trade Union duties.
- B1.6 In order to provide appropriate time off and facilities, it is the responsibility of the Trade Unions/Professional Organisations to inform Livewell Southwest, via the HR - livewell.hr-livewell@nhs.net of the names of any new representatives, in writing.

B2. Time Off for Union Duties

- B2.1 Union representatives who carry out Trade Union duties will be permitted time off to the extent required to carry out their assigned functions adequately.
- B2.2 Where a ward/department has a number of representatives from different Unions, it is acknowledged that each Union may not be able to represent the same views on an issue as those of the other Unions. Where necessary, it may be appropriate for the representatives to attend the same meeting to represent the different views of their respective Unions/members.

- B2.3 Representatives requiring time off to carry out their duties or activities must inform and obtain agreement from their manager prior to carrying out those duties or activities.
- B2.4 Advance planning for time off requirements including preparation time for cases is good practice and should be adopted as the norm. However, it is acknowledged that on occasion, an urgent meeting may be arranged that requires attendance by a union representative. In this situation, every effort will be made to accommodate the request for time off.
- B2.5 Where time off is requested, it should be made giving:
- As much notice as possible.
 - Nature of the meeting.
 - Estimated time and duration of the required time off.
- B2.6 Where time off is refused, management must provide good reasons in line with the spirit of this Agreement and the importance of balancing service needs.
- B2.7 Accredited representatives should, before entering any department to carry out their Trade Union duties, notify the relevant manager or delegated person in charge.
- B2.8 To facilitate effective planning, where possible, dates for regular meetings/forums will be arranged in advance so that sufficient notice may be provided.
- B2.9 Pay is to be calculated as the normal earnings which would have otherwise been paid had the representative been at work.
- B2.10 In the following circumstances, payment will be made at the appropriate rate as per Agenda For Change:
- Where joint management and union meetings are held outside normal working hours.
 - Where representatives who would normally be off duty, are required to attend work to represent a member during a grievance, dispute, capability or disciplinary hearing.
- B2.11 No accredited representative will suffer loss of remuneration as a consequence of carrying out duties in accordance with this Agreement. However, if a representative attends a meeting for which approval has not been given by their Manager or delegated person in charge, no payment or time in lieu will be given.
- B2.12 Paid time off with expenses will be granted to trade union representatives for the purpose of carrying out the following duties for example (this is not an exhaustive):

- Attending meetings of recognised consultation/negotiation committees as a nominated representative.
- Attending meetings of the staff side, e.g. Joint Trade Union Forum.
- Joint activities with management of Livewell Southwest or elected members whether through the formal consultative machinery or at informal meetings/presentations / forums.

B2.13 Accredited representatives of a Trade Union/Professional Organisation recognised by Livewell Southwest are entitled to paid time during working hours to carry out Trade Union duties for the following. (This not an exhaustive list):

- Consulting with appropriate managers concerning grievances raised by individual employees or disputes in accordance with the agreed procedure.
- Attending as a representative of an individual employee or group of employees at any formal meeting, hearing or appeal relating to grievances, disputes or disciplinary matters.
- Communicating with employees who are represented by unions in connection with employee relations matters.
- Informing union members about negotiations or consultations with management
- Balloting members where appropriate.
- Meeting with relevant managers and/or employee relations manager to discuss a specific employee relations matter.
- Attend courses arranged jointly with management, e.g. Job Matching Training, Health and Safety, Employee / Industrial Relations.
- Attendance at union annual conferences, national and regional union bodies (and their committees and sub-committees) as employee representatives. Attendance at trade union national or regional meetings where conditions of service or industrial relations matters relevant to Livewell Southwest are discussed.
- Courses arranged by the TUC or the recognised trade union in aspects of industrial relations relevant to their duties.

B3 Union Learning Representatives

B3.1 Livewell Southwest recognises that accredited union learning representatives are entitled to take paid time off to undertake the duties of their role.

B3.2 The main functions for which paid time off as a union learning representative will be allowed are:

- analysing learning or training needs;
- providing information and advice about learning or training matters; arranging learning or training; promoting the value of leaning or training;
- consulting the employer about carrying on any such activities; preparation to carry out any of the above activities; and undergoing relevant training.

B3.3 Where time off is granted under the provisions of this agreement union learning representatives will receive the pay which they would have earned had they been at work undertaken their normal duties.

B4 Health and Safety Representatives

- B4.1 Livewell southwest recognises that accredited health and safety representatives are entitled to appropriate paid time off to carry out health and safety functions and duties and to attend relevant training courses. This is in addition to their normal representative duties. A senior representative will be nominated as Health and Safety chair. In addition to time off for their individual Union duties, the Health and Safety chair will be allocated an additional 2 days' release.
- B4.2 The main functions for which paid time off as a health and safety representative will be allowed are:
- representing employees in discussions with Livewell Southwest on health, safety or welfare issues; being involved with risk assessment procedures; attending Health and Safety meetings;
 - Inspecting the workplace; investigating potential hazards;
 - investigating notifiable accidents, cases of diseases or ill health and dangerous occurrences; and
 - investigating employees' complaints.
- B4.3 Where time off is granted under the provisions of this agreement health and safety representatives will receive the pay which they would have earned had they been at work undertaken their normal duties.

B5 In recognition of the additional duties undertaken by the recognised trade union representatives, facility time with backfill, will be allocated as follows:

- For every 100 members or part thereof 1/2 day per week.
- British Association of Occupational Therapists – 1/2 days per week
- Chartered Society of Physiotherapy – 1/2 day per week
- GMB – 1 day per week
- Royal College of Nursing - 2 days per week
- Royal College of Podiatrists -1/2 day per week
- Unison - 4.5 days per week
- Unite – 1 1/2 days per week

B5.1 Livewell Southwest would expect wherever possible each union to distribute the time allocated to all their union representatives in a reasonable way in an effort to spread the burden of case work and other union activity. Therefore, Livewell Southwest in the spirit of co—operation would determine in conjunction with the JTUF Chair what is reasonable.

B6 Additional Responsibilities of JTUF

B6.1 In recognition of partnership working and additional responsibilities undertaken by key roles of JTUF, facilities time, with backfill will be granted for the following

roles:

- JTUF Chair - 3 days per week
- Vice Chair - 1 day per week
- JTUF Secretary - 0.5 day per week
- H&S JTUF Chair - 1 day per week
- H&S JTUF Vice Chair - 0.5 days per week
- E&D JTUF Lead - 1 day per month

B7 Training

- B7.1 Representatives are permitted paid time off during working hours to undergo training relevant to carry out their duties. Trade union learning representatives and health and safety representatives are also permitted time off during working hours to undergo training relevant to their functions as a union learning representative / health and safety roles.
- B7.2 It is the responsibility of the Trade Unions/Professional Organisations to ensure that their representatives are appropriately briefed on and trained in their duties, rules and practices, appropriate agreements and procedures and the practice of industrial/employee relations generally.
- B7.3 Livewell Southwest recognises that accredited representatives are entitled to time off during working hours to undergo training relevant to the carrying out of their Union duties.
- B7.4 A representative requesting time off for training should do so by providing, in writing:
- Where possible a minimum of four weeks' notice (a shorter period must be by negotiation and agreed).
 - Details of the relevance of the training, i.e. copy of the course programme.
 - The time and duration of the required time off.
- B7.5 The training course must be either approved by the TUC or the recognised Trade Union concerned. It is expected that where a Union representative commences a training programme, they should be permitted to complete it within the prescribed period.
- B7.6 Time off will be allowed for basic training which should be undertaken as soon as possible after the representative is appointed, subject to service needs.
- B7.7 Part time staff who would not normally have worked at the time of the training course will be paid the normal pay applicable had they been at work.

B8 Time off for trade union activities - union members

B8.1 Trade union members are entitled to meetings with their trade union representatives during working hours.

B8.2 Livewell Southwest recognises that to operate effectively and democratically the unions need the active participation of members and, in this respect, time off with pay during working hours will be granted to permit a member of any of the unions which are party to this agreement to take part in any trade union activity (with the exception of those activities which themselves consist of industrial action).

B8.3 Trade union member activities may include:

- attending workplace meetings to discuss or vote on the outcome of negotiations with Livewell southwest;
- meeting full-time officials to discuss members' employment Livewell southwest or where the meeting is to discuss issues under the disciplinary, capability, grievance and appeals procedures;
- voting in properly conducted ballots on industrial action;
- voting in union elections.

B9 Recording and monitoring time off

B9.1 All time off taken by all trade union representatives within the scope of this agreement should be recorded on E Roster by each individual representative.

B10 Union representatives – facilities

B10.1 Livewell Southwest undertakes to provide facilities in order that Trade Unions can conduct their affairs effectively. The level and type of facilities required by representatives may vary according to the situation and role. In general, the following are facilities which management can be expected to provide, without charge:

- Accommodation for meetings, which will be booked through appropriate managers.
- Telephone with internal/external calls free of charge.
- The use of notice boards and areas of Livewell Southwest premises for exhibiting appropriate information relating to their organisations.
- The use of Livewell Southwest's mailing system, internal mail to be free of charge.
- Photocopying.
- Meetings of Trade Union members to be held on Livewell Southwest premises by agreement with the relevant manager/Director.
- Use of the computer network and software including technical support.
- Use of intranet (and as appropriate) for exhibiting appropriate information relating to their organisation.

- An office with appropriate facilities for Trade Union use.

B11 It is agreed that a check-off Deduction of Contribution at Source (DOCAS) system will operate whereby Livewell Southwest undertakes to deduct the Trade Unions/Professional Organisations dues from the salary/wage of members and pay them to the Trade Unions/Professional Organisations. From Thursday 9 May 2024, all public sector employers that provide a DOCAS service, including those in the NHS, must comply with the 2023 regulations, in which a relevant public sector employer can only make deductions from its workers' wages in respect of trade union subscriptions if:

- the trade union pays the employer a reasonable amount for this service; and,
- workers have the option to pay their subscriptions by other means.

B11.1 Employees will authorise deductions in writing. Representatives of the Trade Unions/Professional Organisations will be responsible for obtaining the written authorisation on the agreed form.

B11.2 The amount deducted will be in accordance with the rules of the Trade Union/Professional Organisation and shall only be changed at the request of the Trade Union/Professional Organisation.

B12 Disagreements over the interpretation of this agreement

B12.1 In the event of any disagreement over the interpretation of this; agreement resolution will be determined by the signatories to this agreement (or their successors).

B13 Variation and Termination

B13.1 Both parties agree to review these arrangements on an annual basis.

B13.2 No variation to these arrangements will be made except by joint agreement.

B13.3 These arrangements can be terminated by either party giving three months' notice in writing.

B13.4 These arrangements are not legally binding and are binding in honour only.

Appendix C

Livewell Southwest Joint Committee for Consultation and Negotiation (JCCN) Terms of Reference

1 Purpose and Scope

The purpose of the Committee is to provide a regular and effective forum for joint negotiation and consultation on matters which may apply to all employees. The JCCN is the recognised mechanism for managers and local union representatives to engage on key issues that affect staff employed by Livewell Southwest:

- Pay, terms and conditions of employment for staff on Agenda for Change contracts, recognising national negotiations and the national recognition agreement.
- Pay, terms and conditions of employment for staff on locally determined contracts.
- Policies which have impact on the terms and conditions of staff.

2 Membership

- For the management team: the Chief Executive or Executive Director, Director of People & Professionalism, Deputy Director of People, People Business Partners and a Directorate Manager from each of the Operations Directorate. Maximum of 20.
- For the trades unions: each of the recognised trade's union hold a minimum of 2 seats per trade union. Maximum of 20. A list of recognised trade union's can be found in Appendix A of the following policy - [Trade Union Recognition Agreement .docx \(sharepoint.com\)](#).
- For the meeting to be quorum there needs to be 3 management side representatives and 3 trades unions representatives. In the absence of a local representative, Full Time Officers can contribute to quoracy.
- Where a member of the JCCN is unable to attend, a deputy may attend on their behalf. They will need to have been briefed on the JCCN meeting procedures, able to contribute to discussions to reflect the views of the person they are attending for and able to provide relevant feedback.
- Other members may be co-opted to join meetings with knowledge and experience of the organisation who are able to contribute to the discussion on specific items with prior agreement.

Structure and Arrangements for Meetings

- JCCN meetings will be structured by an agenda and formal minutes of the meetings will be taken. These will be circulated to members within two weeks of the meeting.
- All documents and issues must be agreed by the constituent side, i.e. management side or trade union side, before being included on the joint agenda.
- Dates of JCCN meetings will be agreed in advance and circulated to all members.
- It is the responsibility of both management and unions to agree a lead representative (e.g. JTUF Chair) for each constituent side who will be the main link to the Chair of the JCCN.
- Where appropriate, the Committee will be able to establish working groups, comprising both management and staff side representatives.
- Livewell Southwest management side will be responsible for convening meetings, organising agendas and recording the minutes of the meeting.
- All agreements, consultations and policies agreed as a result of partnership working through consultation and negotiation at JCCN meetings will require signatures on behalf of Livewell Southwest and the Unions involved before implementation.
- JCCN meetings will be chaired alternatively by Livewell and JTUF chair.

Dispute Resolution Procedure

Appendix D

- D1 This procedure is between recognised JTUF trade Unions (JTUF) and management; it cannot breach any statutory rights.
- D2 Both parties will make every attempt to use the procedure to avoid dispute.
- D3 This procedure is to be used for the resolution of a collective dispute where JTUF or management may raise a matter relating to employment. Examples are listed below, these are not exhaustive:
- Locally agreed policies.
 - Terms and conditions.
 - Pay.
 - The allocation of duties to a particular group of staff.
 - Working conditions and environment.
- D4 Where a collective dispute arises out of any proposal to change existing practices or conditions of service, the status quo shall prevail until this procedure has been exhausted. The trade union/s concerned will therefore take no industrial action, and management will not impose or change any condition, whilst this procedure is being operated.
- D5 **Stage 1**
In the event where there is a failure to agree, this will be recorded by a submission of a 'Failure to Agree' notification by either party.
- The details of the dispute must be clearly set out in the notification and sent to the CEO with a copy to the HR department.
- Informal discussion can continue in order to try and resolve the dispute.
- D6 **Stage 2**
When a Failure to Agree is submitted, both parties must meet within 14 days, with the aim of achieving an agreed outcome.
- This meeting should be mediated by the CEO or a Non-executive director.
- D7 **Stage 3**
In the event that both parties fail to come to an agreement in the first 2 stages of this procedure, one or both parties may refer the matter to ACAS for external conciliation, mediation or facilitation, with the aim of helping both parties to reach their own agreement.

Signatories:

Signed on behalf of British Association
of Occupational Therapists

Signed on behalf of Chartered Society of
Physiotherapy:

Signed on behalf of GMB:

Signed on behalf of Royal College of Nursing

Signed on behalf of Royal College of
Podiatrists:

Signed on behalf of Union of Construction,
Allied Trades & Technicians:

Signed on behalf of UNISON:

Signed on behalf of Unite the Union:
