



Kernow

Clinical Commissioning Group

Partnership Agreement

Date Approved: 19 July 2016

	Partnership Agreement
Document author:	Emma Goudge, Head of Human Resources
Document type:	Policy
Online Location:	NHS Kernow website to document library / IRIS
Approved by:	Joint Partnership Committee
Can this document be published to the internet (publicly available)	YES
Brief summary of document	Outlines the agreement for partnership working between NHS Kernow and Trade Unions
This document replaces (exact title of previous document or NA)	Recognition and Facilities Agreement
Approved Equality Impact Assessment attached	Yes
Cross referenced to:	
Ratified by:	NHS Kernow Workforce Committee
Date of ratification	19 July 2016
Review date	3 years from date of ratification

Version control

Version No	Revision date	Revision by	Nature of revisions
3	12.10.2018	Vicky Elliott	<p>Updated the review date to 3 years from ratification, in accordance with the 'Policy on the development and ratification of policies and similar documentation'.</p> <p>Also updated the documents saved name, in line with the name of the policy.</p>

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1. Recognition Agreement

- 1.1 NHS Kernow Clinical Commissioning Group, hereinafter called NHS Kernow, is committed to the principles of partnership working and staff involvement. Partnership underpins and facilitates the development of sound and effective employee relations throughout. NHS Kernow recognises that the participation of Trade Union representatives in the partnership process can contribute to delivering improved services to patients and users.
- 1.2 The right to individual or group representation by Trade Unions and Staff Associations has been present since the inception of the NHS. This document sets out a formal Recognition Agreement between NHS Kernow and those Trade Unions listed in respect of negotiation, consultation and representation of staff employed by NHS Kernow. The document also sets out the facilities and time off arrangements that will be made available to staff representatives.
- 1.3 This agreement is between NHS Kernow and the following organisations:
 - UNITE
 - UNISON/Managers in Partnership (MIP)
 - British Medical Association
 - British Association of Occupational Therapists
 - Royal College of Nursing
- 1.4 This agreement applies to all employees of NHS Kernow, in that the above staff organisations shall have the right to represent all employed staff, for the purposes of collective bargaining through consultation and negotiation and individual representation.
- 1.5 The composition of the Staff Side shall be determined by the recognised Staff Side organisations, in accordance with agreed procedures of this agreement. NHS Kernow recognises the Staff Side as the consultation agent for the staff covered by this agreement. NHS Kernow agrees to recognise the Full Time Trade Union Officials of Trade Unions, as listed above.
- 1.6 Accreditation as a Trade Union representative will only be given to employees of NHS Kernow who have been duly elected or appointed, in accordance with the rules of the respective Trade Unions. Accredited representatives of Trade Unions will:
 - Abide by the rules of their Trade Union;

- Represent their members on matters that are of concern to NHS Kernow and/ or its employees.

Signed on behalf of BMA
Print Name
Date
Signed on behalf of BAOT
Print Name
Date
Signed on behalf of MIP
Print Name
Date
Signed on behalf of RCN
Print Name
Date
Signed on behalf of UNISON
Print Name
Date
Signed on behalf of UNITE
Print Name
Date
Signed on behalf of NHS Kernow: Managing Director
Print Name
Date
Signed on behalf of NHS Kernow: Head of Human Resources

Print Name
Date

2. General Principles

- 2.1 The principles of partnership arrangements between NHS Kernow and recognised Trade Unions are valued and recognised as essential for:
 - 2.1.1 The efficient operation and development of NHS Kernow, in the best interest of the patients, clients, staff and the organisation;
 - 2.1.2 The maintenance of good relations, by means of consultation and negotiation.
 - 2.1.3 Although membership of a Trade Union is not a condition of employment, NHS Kernow acknowledges and supports the benefits of staff joining an appropriate Trade Union and taking part in its activities.
- 2.2 The principles incorporated in this agreement are endorsed through the policies, procedures and conditions of employment which recognise the equality of treatment of all employees of NHS Kernow.

3. Facilities for Staff Organisations

- 3.1 Accredited organisations listed at 1.3 above will agree an appropriate number of accredited representatives, dependant on their total membership within NHS Kernow. The Trade Unions are required to issue written credentials and notify the Head of Human Resources of the names and contact details of all staff representatives. A list of all representatives for NHS Kernow will be kept by the Human Resources (HR) Department.
- 3.2 Subject to the needs of the service and reasonable notification, accredited representatives will be permitted paid time off. This includes time to prepare for meetings, the dissemination of information and outcomes to members during working hours and to carry out duties that are concerned with any aspect of their role as a Trade Union representative.
- 3.3 Accredited representatives will be allowed time off for disciplinary hearings at short notice and/or meetings with the manager involved. While this is subject to service requirements, managers will be required to give specific reasons for

refusing a request. The Request Form at Appendix B will be used for all time off requests.

- 3.4 NHS Kernow expects that staff representatives will indicate to their line manager the general nature of the business for which time off for representative duties is required and where they can be contacted if necessary. Requests should be made as far in advance as possible. Wherever possible, the representatives should indicate the anticipated period of absence. NHS Kernow undertakes that requests for paid time off for Trade Union representatives will not be unreasonably refused. All requests will be made in writing using the form at Appendix B.
- 3.5 NHS Kernow undertakes to provide reasonable facilities in order that Staff Side organisations may conduct their affairs effectively and details are set out at 4.
- 3.6 NHS Kernow will undertake the deduction of union subscriptions from salaries, following written requests from the Trade Union member and shall cease to make such deductions on being given written notice so to do. Amounts collected shall be passed to the appropriate Trade Unions on a monthly basis. Management will provide staff organisations with data relating to deductions of contributions at source at regular intervals.
- 3.7 Opportunities and facilities shall be provided for new employees to be made aware of the contact details and activities of the recognised Trade Union and their representatives.
- 3.8 Where time off is granted for Trade Union duties and activities, management should, when granting such time off, also consider workload adjustments and cover arrangements for the absence of the elected representative.

4. Facilities for Trade Union Representatives

- 4.1 In the interest of partnership working, NHS Kernow will provide:
 - 4.1.1 Access to appropriate accommodation, with storage facilities for documentation, appropriate administrative facilities and access to meeting rooms. Available rooms/office facilities at individual locations should be arranged through the Workforce/ HR Department (01726 627941).
 - 4.1.2 Access to internal and external telephones, with due regard given for the need for privacy and confidentiality.

- 4.1.3 Access to appropriate internal and external mail systems, also with due regard to privacy and confidentiality.
 - 4.1.4 Appropriate access to the employer's intranet and email systems.
 - 4.1.5 Access to appropriate computer facilities.
 - 4.1.6 Access to sufficient notice boards at all major locations for the display of Trade Union literature and information.
 - 4.1.7 Access for staff representatives to all joint documents relating to the local partnership process.
 - 4.1.8 Backfilling of posts where practical.
- 4.2 Where necessary, for the purposes of informing and consulting the workforce, a meeting of staff may be organised by Trade Union on NHS Kernow's premises during or outside working hours where access to premises permits. Such meetings may be open to all employees.

5. Training

- 5.1 Accredited Trade Union representatives will be given reasonable time off to allow them to attend Trade Union approved training courses or events. All requests to be made using the form at Appendix B to the appropriate manager. Any training course should be relevant to their duties approved by their Trade Union. Staff representatives will provide details of the course/training to accompany their written request to their line manager.
- 5.2 Confirmation that the training was attended will be provided by the staff representative and will be retained on the personal file.

6. Formal Consultation and Negotiation

- 6.1 The parties shall establish a Joint Partnership Committee (JPC), the purpose of which shall be the negotiation and agreement of terms and conditions of service, the development of NHS Kernow and service delivery, as defined in the Terms of Reference outlined at Appendix A.
- 6.2 NHS Kernow agrees that no alteration to general conditions of employment or established employment practice shall be made without prior consultation and

negotiation through the JPC. Arrangements reached by negotiation will also be binding for the staff that do not belong to a trade union.

- 6.3 NHS Kernow will continue to appoint all new employees subject to the nationally agreed terms and conditions (including any nationally agreed appointments procedures) relevant to the post. This includes, for example, Agenda for Change Terms and Conditions and the national terms and conditions for NHS Medical and Dental Staff. Any variation thereto shall be specifically agreed within the JPC.
- 6.4 Full time officers of recognised unions will be granted reasonable access to the work place for the purpose of advising, assisting and/or representing their members.
- 6.5 The composition of the Staff Side of the JPC will comprise a minimum one seat per trade union, Staff Association. Accredited staff representatives must be employees of NHS Kernow. Attendance at JPC by full time officers will be in addition to the normal number of seats and will participate fully in the development of active negotiation and consultation through partnership working. Observers shall be allowed to participate in the business of the meeting, but will not carry voting rights.
- 6.6 The chair of the JPC will alternate annually between management and staff side and will change in April each year. The JPC shall meet monthly, with the opportunity to vary the frequency by agreement. Meetings of the JPC shall normally be held during working hours and at a mutually agreed venue. There shall be facilities for the Staff Side to determine its agenda and respond to management initiatives on a monthly basis or as required.
- 6.7 Facilities will be provided for a meeting of Staff Side representatives for a minimum of one hour prior to the scheduled joint meeting.
- 6.8 Management Side will provide secretarial support to the JPC meetings and be responsible for the distribution of agendas and minutes of the meeting.
- 6.9 Agenda items should be submitted no less than eight working days prior to the meeting to the Management Side secretary. Emergency items may be accepted by mutual agreement. The agenda shall be circulated at least seven days prior to the JPC. Minutes and action grid will be circulated two weeks after JPC.
- 6.10 Additional meetings may be held in addition and outside of the JPC process, following mutual agreement, when a request specifying items or particular

matters are raised by either side requiring a resolution. For example, a short-lived working group may be established to address a specific issue.

- 6.11 The JPC shall be quorate with two management representatives of NHS Kernow and two accredited union representatives/full time officers from two different organisations.
- 6.12 Individual organisations will retain their right to consult independently on issues of exclusive interest to their own members.

7. Informal Consultation

- 7.1 In addition to the following formal procedures, it is accepted that informal consultation is important and encouraged between NHS Kernow Management and Staff Representatives.

8. Conciliation

- 8.1 If the JPC fails to reach agreement, and following dispute procedure, either party may refer the issue for conciliation to the Advisory, Conciliation and Arbitration Service (ACAS), or to some mutually agreed person or organisation in an attempt to find a resolution.

9. Arbitration

- 9.1 Differences between the parties not resolved by negotiation or conciliation on matters covered by this agreement may be referred to arbitration, subject to the agreement of both parties. The findings of the arbiters shall be final and binding for both parties.

10. Disclosure of Information

- 10.1 NHS Kernow agrees to provide information necessary for the Staff Side to participate in negotiations concerning collective bargaining, in accordance with statutory legislation governing the “Disclosure of Information” and ACAS Code of Practice.
- 10.2 To enable effective negotiation, consultation and representation, it may be necessary to provide/exchange information of a confidential nature. This information may be of a commercial nature or personal information. All discussions and negotiations take place in confidence and this information should only be used for the purpose intended and should not, under any circumstances,

be divulged to unauthorised person(s). Employees found in breach of this requirement will normally be subject to action under NHS Kernow's Disciplinary Procedure.

11. Payment Arrangements

- 11.1 Where time off with pay has been approved, the payment due will equate to the earnings the employee would otherwise have received had s/he been at work.
- 11.2 Where meetings are held on matters covered by this agreement and where staff representatives have to attend outside their normal working hours, equivalent time off will be granted or appropriate payment should be made by local agreement. This will be recorded on a timesheet and authorised by the line manager.
- 11.3 Travelling and subsistence expenses will be reimbursed in accordance with usual NHS Kernow procedures to accredited representatives who are undertaking approved work, in relation to their role as a staff representative.

12. Trade Union Activities

- 12.1 NHS Kernow supports and will give reasonable time off during working hours, to enable Trade Union members or staff representatives for:
 - Executive committee meetings, annual conference, regional union meetings;
 - Voting as in appropriately conducted ballots which concern employment relations;
 - Voting in union elections;
 - Meetings to discuss urgent matters relating to the workplace;
 - Recruitment and organisation of members;
 - Consultation with staff.
- 12.2 All requests for time off will be made using the form at Appendix B.

13. Time Off for Trade Union Duties

- 13.1 In recognition of the additional responsibilities undertaken for key roles of the Staff Side, a minimum paid time off for trade union duties will be granted to the chair of one day per month.

- 13.2 NHS Kernow will assist recognised trade unions to carry out their duties by allocating one day per month for the Royal College of Nursing (RCN) and one day per month for Unison, to be used at their discretion. These days will be paid time off and divided between representatives for the completion of trade union duties and to promote partnership working. The organisation of the time off will be agreed by each union.
- 13.3 All time off will be with the agreement of line management, before being taken and recorded on the form attached at Appendix B. An appeal process will be agreed to settle any dispute arising from the application of this agreement.
- 13.4 In addition NHS Kernow will support one representative from each union to attend their annual conference/congress.

14. Trade Union Learning Representatives

- 14.1 Trade Union learning representatives are accredited by their unions to support NHS Kernow in identifying training needs and ensuring staff access to training. Learning representatives also have the right to reasonable paid time off for undertaking these duties and relevant training for their role.

15. Health and Safety Representatives

- 15.1 The Safety Representatives and Safety Committee Regulations 1977 provide a legal entitlement for trade union appointed safety representatives to have paid time off from their normal work to carry out their functions and undergo training relevant to their role.

16. Variation of Agreement

- 16.1 Terms of this Agreement may be varied by agreement between the recognised trade unions and NHS Kernow.
- 16.2 This Agreement shall continue in force until terminated by mutual consent.
- 16.3 This Agreement shall be regarded as binding in honour by both sides, and except where provided for in legislation, is not legally enforceable.

17. Types of Employee Representatives and their Rights

- 17.1 There are eight types of workplace representatives with statutory rights to paid time off to perform their duties, and in some cases to receive training, and be

provided with facilities. All are protected from dismissal or detriment in carrying out their duties or in standing for election.

- 17.2 The different types of statutory protected representatives are listed in the ACAS guide, 'Developing effective employee representation: a guide to managing provisions for time off, training and facilities', which can be accessed via the ACAS website: www.acas.org.uk

Monitoring:

The terms of this Agreement will also be monitored and reported to the Workforce Committee via the Joint Partnership Committee to ensure compliance and consistency.

APPENDIX A: Terms of Reference

NHS Kernow Clinical Commissioning Group (known as 'NHS Kernow')

TERMS OF REFERENCE

1. Purpose

- 1.1 The aim of the Joint Partnership Committee (JPC) is to facilitate partnership working across NHS Kernow, with particular reference to the organisational changes which affect all NHS staff.

2. Expected Outcomes and Key Functions

- 2.1 The JPC will provide a forum for effective consultation and negotiation on work related issues and seek to operate in accordance with the partnership principles and values of NHS Kernow, in particular:-
- 2.1.1 Demonstrate a commitment to the successful management of organisational change, utilising the agreed procedure and support mechanisms for all staff.
 - 2.1.2 A shared understanding of NHS Kernow's aims, objectives and values and a joint commitment to its success.
 - 2.1.3 Commitment to ensuring staff NHS Constitution Rights and Pledges are being addressed.
 - 2.1.4 To seek to deliver real improvements to NHS Kernow's performance, resulting in the highest quality of service to the health community in Cornwall and its service users.
 - 2.1.5 To focus on the quality of working life for all employees.
 - 2.1.6 Enabling employees, through their Trade Unions, to participate in decisions about their work.
 - 2.1.7 Aim to formulate and implement agreements effectively, utilising partnership principles, to minimise the need to seek recourse through various disputes procedures.
 - 2.1.8 All parties will engage in open and honest discussion, with a commitment to employment security, a willingness to work together to provide security of employment for all NHS Kernow employees wherever possible through valuing employees, respecting the richness and diversity of background, experience and views, and supporting innovation and development.

- 2.1.9 Work with transparency through sharing of information with recognised Unions at an early stage.
- 2.1.10 Interpretation of national Agenda for Change terms and conditions and any locally determined terms and conditions or physical conditions in which any staff are required to work.
- 2.1.11 Develop policies and procedures on all matters affecting the employment of NHS Kernow employees.
- 2.1.12 Regularly review progress of the Equality Delivery System (EDS).
- 2.1.13 Ensure appropriate security of pension and other forms of deferred remuneration, excluding NHS Pension Scheme.
- 2.1.14 Agree facilities for representatives of recognised Trade Unions to undertake their duties, within the scope of this agreement.
- 2.1.15 Ensure appropriate policies to determine individual staffing matters, for example, representing members at disciplinary interviews.
- 2.1.16 Agree arrangements for negotiation and consultation.
- 2.1.17 Any other matters which NHS Kernow and recognised unions agree as appropriate, from time to time.

3 Constitution and Accountability

- 3.1 The Joint Partnership Committee (JPC) is the formal mechanism for NHS Kernow to consult with staff and recognised Trade Unions under the Trade Union and Labour Relations (Consolidation) Act 1992. NHS Kernow's relevant Governing Committee receives regular reports from the JPC.

4 Chairmanship

- 4.1 The Chair of the JPC will alternate annually between management and staff side and will change in April each year.

5 Membership

- Director with the HRD Portfolio
- 1 x RCN Steward (Accredited representative)
- 1 x Unison Steward (Accredited representative)
- 1 x Steward (Accredited representative) Managers in Partnership (MIP)
- 1 x Accredited representative from BMA
- 1 x Accredited representative from Unite the Union
- 1 x Accredited representative from BAOT
- Head of Human Resources

- A nominated management representative from each directorate
- NHS Kernow's Health and Safety Lead Officer

5.1 Full-time officers of recognised Trade Unions are invited to attend all JPC meetings.

6 **Quorum**

6.1 The JPC shall be quorate with two management representatives of NHS Kernow and two accredited trade union representatives from two different organisations.

7 **Attendance**

7.1 If management or staff side are unable to attend, deputies will attend where possible to represent their service area/Trade Union. If no-one can attend from a particular service or Trade Union, comments on any documents to be discussed should be forwarded to the Management Side secretarial support.

8 **Administration**

8.1 Management Side will provide secretarial support to the JPC meetings and be responsible for the distribution of agendas and minutes of the meeting.

9 **Frequency of Meetings**

9.1 Meetings will be held bi-monthly.

9.2 Additional meetings may be held in addition and outside of the JPC process, following mutual agreement, when a request specifying items or particular matters are raised by either side requiring a resolution. For example, a short-lived working group may be established to address a specific issue.

10 **Scope of Responsibility (including which strategic objectives this Committee will assist to deliver, if appropriate)**

10.1 NHS Kernow and Staff-side, through formal consultation, have the responsibility to consult and negotiate on any alteration to general conditions of employment or established employment practices. Informal consultation is encouraged between NHS Kernow Management and Staff Representatives.

10.2 JPC should assist NHS Kernow in maintaining an effective organisation that continues to secure the delivery of high quality healthcare in Cornwall and the Isles of Scilly whilst working with partners to ensure a smooth and effective transition through NHS reorganisation.

11 **Conduct of Business**

11.1 The group will observe the requirements of the Freedom of Information Act 2000, which allows a general right of access to recorded information held by NHS Kernow, including minutes of meetings, subject to the specified exemptions.

11.2 The terms and membership will be reviewed and amended every 3 years or as necessary to ensure that the group is working effectively.

12 **Legal Issues**

12.1 Compliance with Employment Law and human resource best practice will be monitored and the Terms of Reference reviewed as necessary.

12.2 Promoting equality and valuing diversity is an integral part of the annual work plan of the JPC.

12.3 The Joint Partnership Committee provides NHS Kernow with a forum for formal consultation with its staff through their representatives.

13 **Reporting Arrangements to and from committee**

Quarterly committee will report to the Workforce Committee for information.

14 **Communication**

14.1 Formally, it is the responsibility of the Trade Unions to consult with their members.

14.2 NHS Kernow use the staff bulletin, the intranet and other staff publicity to inform staff as appropriate.

15 **Terms of Reference Review Date**

15.1 Review date for the terms of Reference will be annually from date of signing.

15.2 There will be a separate agreement required for the management of Health and Safety at Work. This requires formation of a health and Safety committee, incorporating accredited safety representatives of the recognised Trade unions. JPC will serve to discharge the requirements of a Health and Safety Committee.



Kernow

Clinical Commissioning Group

Signed on behalf of BMA
Print Name
Date
Signed on behalf of BAOT
Print Name
Date
Signed on behalf of MIP
Print Name
Date
Signed on behalf of RCN
Print Name
Date
Signed on behalf of UNISON
Print Name
Date
Signed on behalf of UNITE
Print Name
Date
Signed on behalf of NHS Kernow: Managing Director
Print Name
Date
Signed on behalf of NHS Kernow: Head of Human Resources
Print Name
Date

APPENDIX B: NHS Kernow Clinical Commissioning Group, Application for Time Off for Trade Union Duties/Activities

Name of Representative:

Organisation:

Month:

To be completed by Staff Representative			To be completed by Manager			
Date Time Off Required	Reason for Absence including Location	Estimated Period of Absence	Approved Yes/No	Reason if not approved	Paid or Unpaid	Signature of Manager

Note: This form must be completed by the Staff Representative and provided to the Line Manager at the beginning of each month, listing the time off required during that month. The Line Manager must return the form to the Representative within five working days and send a copy to the HR Department. The form should also be used to request and record any time off required during that month.

APPENDIX C: Equality Impact Assessment

Section	Agreement		Officer responsible for the assessment		Emma Goudge Head of Human Resources	
Name of Policy to be assessed	Recognition and Facilities Agreement		Date of Assessment	11.7.16	Is this a new or existing policy?	Existing
1. Briefly describe the aims, objectives and purpose of the policy.			To set out the partnership arrangements and procedures for the recognition of time off and the facilities for recognised Trade Unions and staff representatives.			
2. Are there any associated objectives of the policy? Please explain.			To encourage partnership working between NHS Kernow and Trade Unions and staffside representatives To promote equality and respect human rights and tackle discrimination To support NHS Kernow's aim for best practice in Human Resource Practice and Staff Engagement			
3. Who is intended to benefit from this policy, and in what way?			All staff covered by the partnership agreement			
4. What outcomes are wanted from this policy?			Clearly defined mechanism for the operation of partnership arrangements in NHS Kernow			
5. What factors/forces could contribute/detract from the outcomes?			Factors which undermine the relationship and communication between NHS Kernow and staff side and union representatives			
6. Who are the main stakeholders in relation to the policy?		Staff, trade unions, NHS Kernow		7. Who implements the policy, and who is responsible for the policy?		Trade Unions and management in partnership
8. Are there concerns that the policy could have a differential impact on RACIAL groups?			Y	N	Please explain No	
What existing evidence (either presumed or otherwise) do you have for this?						

9. Are there concerns that the policy could have a differential impact due to GENDER	Y	N	No
What existing evidence (either presumed or otherwise) do you have for this?			
10. Are there concerns that the policy could have a differential impact due to DISABILITY?	Y	N	No
What existing evidence (either presumed or otherwise) do you have for this?			
11. Are there concerns that the policy could have a differential impact due to SEXUAL ORIENTATION?	Y	N	No
What existing evidence (either presumed or otherwise) do you have for this?			
12. Are there concerns that the policy could have a differential impact due to their AGE?	Y	N	No
What existing evidence (either presumed or otherwise) do you have for this?			
13. Are there concerns that the policy could have a differential impact due to their RELIGIOUS BELIEF?	Y	N	No
What existing evidence (either presumed or otherwise) do you have for this?			
13. Are there concerns that the policy could have a differential impact due to their MARRIAGE OR CIVIL PARTNERSHIP STATUS? (This MUST be considered for employment policies).	Y	N	no
What existing evidence (either presumed or otherwise) do you have for this?			

<p>13. Are there concerns that the policy could have a differential impact due to GENDER REASSIGNMENT OR TRANSGENDER ISSUES?</p>	Y	N	No
<p>What existing evidence (either presumed or otherwise) do you have for this?</p>			
<p>13. Are there concerns that the policy could have a differential impact due to PREGNANCY OR MATERNITY?</p>	Y	N	No
<p>What existing evidence (either presumed or otherwise) do you have for this?</p>			
<p>14. How have the Core Human Rights Values of: Fairness; Respect; Equality; Dignity; Autonomy Been considered in the formulation of this policy/strategy If they haven't please reconsider the document and amend to incorporate these values.</p>	<p>Consideration has been given to the human rights set out in European Convention on Human Rights</p>		

<p>15. Which of the Human Rights Articles does this document impact?</p>	<p>The right:</p> <ul style="list-style-type: none"> • To life; • Not to be tortured or treated in an inhuman or degrading way; • To be free from slavery or forced labour; • To liberty and security; • To a fair trial; • To no punishment without law; • To respect for home and family life, home and correspondence; • To freedom of thought, conscience and religion; • To freedom of expression; • To freedom of assembly and association; • To marry and found a family; • Not to be discriminated against in relation to the enjoyment of any of the rights contained in the European Convention; • To peaceful enjoyment of possessions and education; • To free elections 	<table border="1"> <thead> <tr> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td></td> <td>N</td> </tr> <tr> <td>Y</td> <td>N</td> </tr> <tr> <td></td> <td>N</td> </tr> <tr> <td></td> <td>N</td> </tr> <tr> <td>Y</td> <td></td> </tr> <tr> <td>Y</td> <td></td> </tr> <tr> <td>Y</td> <td></td> </tr> <tr> <td>Y</td> <td></td> </tr> <tr> <td></td> <td>N</td> </tr> <tr> <td></td> <td>N</td> </tr> <tr> <td></td> <td>N</td> </tr> </tbody> </table>	Yes	No		N	Y	N		N		N	Y		Y		Y		Y			N		N		N
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<p>What existing evidence (either presumed or otherwise) do you have for this?</p>	<p>In so much as the terms and conditions of employment protect and support a number of the above rights</p>																									
<p>How will you ensure that those responsible for implementing the Policy are aware of the Human Rights implications and equipped to deal with them?</p>																										
<p>16. Could the differential impact identified in 8 – 13 amount to there being the potential for adverse impact in this policy?</p>	<p>Y</p>	<p>N</p>																								
<p>Please explain</p>																										

17. Can this adverse impact be justified on the grounds of promoting equality of opportunity for one group? Or any other reason?	Y	N	Please explain for each equality heading (questions 8 –13) on a separate piece of paper.
18. Should the policy proceed to a full equality impact assessment?	Y	N	17. If Yes, describe why, then proceed to a full EIA.
			18. If No, are there any minor further amendments that should take place?
			19. If a need for minor amendments is identified, what date were these completed and what actions were undertaken.

Signed (completing officer) _____

Emma Goudge Date

Signed (Authorising Manager) _____

Jackie Pendleton Date

Please ensure that a signed copy of this form is sent to the Equality and Diversity lead to be placed on the NHS Kernow’s website with the policy.