



Joint Collective Agreement:

HR RESPONSE TO MAJOR ORGANISATIONAL CHANGE

| | |
|----------------------------|----------|
| Document Reference: | POL108 |
| Document Status: | Approved |
| Version: | V2.0 |

DOCUMENT CHANGE HISTORY

| Initiated by | Date | Author (s) |
|--|---------------|---|
| [Committee etc. originally requiring/ commissioning] | 2 August 2013 | Tracey Leghorn, Barry Jarvis Ann Langdon, SPF attendees |

POL108 – Joint Collective Agreement

| Version | Date | Comments (i.e., viewed, or reviewed, amended approved by person or committee) |
|----------------|---------------------------------|---|
| Draft V0.1 | July 2013 | First draft developed from Joint Collective Agreement for Olympics and Paralympic games 2012 Policy |
| 0.2 | 1 Aug 2013 | Title change and tracked changes removed |
| 0.3 | 2 Aug 2013 | Amendments arising from discussion/consultation at SPF |
| 1.0 | 2 Aug 2013 | Final version |
| V1.1 | 8 July 2020 | Review by HR Policy Sub-Group |
| V1.2 | 15 th September 2020 | Policy sent to Union Regional meeting |
| V1.3 | 16 November 2020 | Policy sent to Heads of Ops |
| V1.4 | 9 December 2020 | Policy sent to SPF |
| V1.5 | 10 February 2021 | Policy sent to CRG |
| V2.0 | 18 February 2021 | Policy approved at CRG |

POL108 – Joint Collective Agreement

| | |
|---|---|
| Document Reference | |
| Recommended at Date | Staff Partnership Forum 29 January 2021 |
| Approved at Date | CRG 18 February 2021 |
| Valid Until Date | Subject to continual review and monitored at SPF on a monthly basis during the period of Major Organisational Change. |
| Equality Analysis | Yes |
| Linked procedural documents | Change Management Policy |
| Dissemination requirements | All Trust employees by intranet |
| Part of Trust's publication scheme | Yes |

The East of England Ambulance Service NHS Trust has made every effort to ensure this policy does not have the effect of unlawful discrimination on the grounds of the protected characteristics of: age, disability, gender reassignment, race, religion/belief, gender, sexual orientation, marriage/civil partnership, pregnancy/maternity. The Trust will not tolerate unfair discrimination on the basis of spent criminal convictions, Trade Union membership or non-membership. In addition, the Trust will have due regard to advancing equality of opportunity between people from different groups and foster good relations between people from different groups. This policy applies to all individuals working at all levels and grades for the Trust, including senior managers, officers, directors, non-executive directors, employees (whether permanent, fixed-term or temporary), consultants,

POL108 – Joint Collective Agreement

governors, contractors, trainees, seconded staff, homeworkers, casual workers and agency staff, volunteers, interns, agents, sponsors, or any other person associated with the Trust.

All Trust policies can be provided in alternative formats.

East of England Ambulance Service recognises our obligation of supporting the requirements of the Modern Slavery Act 2015 and any future legislations. EEAST prime objective is to eradicate modern slavery and human trafficking and recognises the significant part EEAST must play in both combatting it and supporting victims. EEAST is also committed to ensuring that its supply chains and business activities are free from any ethical and labour standards abuse.

Contents

| Paragraph | | Page |
|-------------------|--|-------------|
| 1. | Statement | 6 |
| 2. | Scope | 7 |
| 3. | Access to the Agreement | 7 |
| 4. | Roles and Responsibilities | 7 |
| 5. | Implications of Major Organisation Change For The Trust | 8 |
| 6. | Additional Flexibility of Staff /Resources | 13 |
| 7. | Working Time Directive Provisions | 13 |
| 8. | Policy Review | 14 |
| | | |
| Appendices | | |
| Appendix A | Equality Impact Assessment | 15 |
| Appendix B | Monitoring Table | 19 |

1. STATEMENT

- 1.1 This East of England Ambulance Service Agreement documents the temporary arrangements which have been collectively agreed with the Trust's recognised trade union, Unison that will apply during identified periods of major organisational change.
- 1.2 The aim of this Agreement is to maximise the continuance of services during periods of major organisational change as defined by the Trust Executive Leadership Team (ELT).
- 1.3 The Trust will seek, where possible, to continue to operate within its existing employment principles during periods of major organisational change. However, it is envisaged that temporary modifications to our current employment policies, procedures and practices will be necessary.
- 1.4 This Agreement aims to address some key issues that will present a challenge to the Trust during major organisational change and to set out what has been jointly agreed in order to address these.
- 1.5 The contents of this Agreement have been entered into on behalf of all staff following consultation with the Trust's recognised trade union, Unison as agreed by the Trust's Staff Partnership Forum (SPF). The contents of this Agreement will be implemented following its formal approval by the ELT. It is important to note that all and any decisions permitted under this Agreement can, and will be, revoked and a return to normal practice will occur as appropriate under the direction of the Trust Board or ELT in liaison with the Trust's SPF.
- 1.6 This Agreement has been developed and written in partnership by management and staff side.

2. SCOPE

- 2.1 This Agreement applies to all staff employed by the Trust.
- 2.2 This Agreement does not deal with the organisation or provision of trust services, other than those relating to human resource policies or employment matters.
- 2.3 A major organisational change management refers to an event or program that the Trust wishes to initiate, which causes significant disruption to the daily Trust's services.

3. ACCESS TO THE AGREEMENT

- 3.1 All employees are entitled to access to this agreement which is located on the trust's Intranet. If you require this Agreement in any other format please seek guidance from the Human Resources Department, your line management or trade union representative.
- 3.2 Employees and Managers may also wish to consult the Change Management, Redundancy and Redeployment Policy.

4. ROLES AND RESPONSIBILITIES

- 4.1 The Human Resources Department is responsible for keeping the provisions within this agreement in line with employment legislation and best practice people management principles, where possible.
- 4.2 Managers, HR staff and trade union representatives are responsible for providing advice and guidance to employees on the application of this Agreement.
- 4.3 Management and trade union representatives are responsible for bringing any mutually beneficial improvements to this Agreement to the attention of the Trust.

5. IMPLICATIONS OF MAJOR ORGANISATION CHANGE FOR THE TRUST

- 5.1 In determining the scale of the implications required, the Trust will be guided by:
- The advice given by the ELT.
 - The advice given by the Director Workforce.
 - The advice of the Staff Partnership Forum.
- 5.2 During Major Organisational Change, all HR policies will remain in place. If it has not been possible to complete the scheduled review of a policy SPF will automatically roll over the date for review. However, the practical ability to adhere to all aspects within those policies will be reviewed in accordance with any effect on the delivery of services in which case the modifications listed in the table below will automatically apply.
- 5.3 Where statutory timescales are specified within policies every effort will be made to meet these, although it is expected that some deadlines may be extended where physical resources make it impossible to meet these. Where non-statutory timescales or functions are described, these may be postponed for the duration of the Major Organisational Change.
- 5.4 During Major Organisational Change, the following will apply and supersede the respective elements of trust employment policies, practices and/or procedures as follows:

| <u>POLICY*</u> | <u>VARIATIONS DURING MAJOR ORGANISATIONAL CHANGE</u> |
|---|---|
| Annual Leave (for staff groups as defined by SPF) | <ul style="list-style-type: none"> ○ Requests for annual leave will be made and approved in the usual way and no sooner than 12 months in advance. Decisions to approve annual leave will be dependent on sustaining satisfactory service levels during Major Organisational Change. |

POL108 – Joint Collective Agreement

| <u>POLICY*</u> | <u>VARIATIONS DURING MAJOR ORGANISATIONAL CHANGE</u> |
|----------------|--|
| | <ul style="list-style-type: none"> ○ Where annual leave has already been booked and approved, this will be honored (see Annual Leave Policy). ○ During Major Organisational Change, should an urgent need arise, members of staff may be approached by the Trust on either a staff-wide (EEAST) basis or on an individual basis and asked if they are willing to work their annual leave. Where a member of staff agrees to work their annual leave, they will attract payment at overtime rate (in this exceptional Agreement, overtime rate will apply to both full-time and part-time staff who work their booked period of annual leave). It should be noted however, that staff can only work annual leave over the 28 statutory days they are required to take under the Working Time Regulations. ○ As a means of providing additional flexibility to maximize staff ability to take leave, staff with a personal leave year ending during the period of Major Organisational Change may be permitted to: <ul style="list-style-type: none"> a) Delay the taking of any outstanding annual leave until after the period of Major Organisational Change where this would not take their combined yearly annual leave and public holiday leave to less than 28 days in either of the applicable years. b) Consider bringing forward up to one week of annual leave from the next leave year to be taken before the end of their personal leave year where this would not take their combined yearly annual leave and public holiday leave to less than 28 days in either of the applicable years. ○ Consideration may be given to increasing the volume of leave available during other parts of the year (where for example, there is a predetermined/known period of Major Organisational Change, i.e. as was the case in respect to the Olympics) to facilitate the taking of annual leave during an individual's personal annual leave year. Any decisions will be communicated via manager briefings and other communications channels. |

POL108 – Joint Collective Agreement

| <u>POLICY*</u> | <u>VARIATIONS DURING MAJOR ORGANISATIONAL CHANGE</u> |
|---|--|
| | <ul style="list-style-type: none"> ○ Where in any leave year it was not reasonably practicable for an employee to take some or all of the leave to which the employee was entitled under the Working Time Regulation, as a result of the effects of coronavirus the employee shall be entitled to carry forward such untaken leave. ○ Leave to which paragraph above applies may be carried forward and taken in the two leave years immediately following the leave year in respect of which it was due. ○ The Trust may only require an employee not to take leave on particular days as provided for in the Working Time Regulation 15(2) where the employer has good reason to do so. |
| Collective Grievance | <ul style="list-style-type: none"> ○ During the period of Major Organisational Change the Trust will be guided, with advice from the Director of Workforce, as to whether it is practical to meet any statutory/non-statutory timescales to investigate/hear collective grievance cases or whether they need to be postponed for a defined period. |
| Grievance | <ul style="list-style-type: none"> ○ During the period of Major Organisational Change the Trust will be guided, with advice from the Director of Workforce, as to whether it is practical to meet any statutory/non-statutory timescales to investigate/hear grievance cases or whether they need to be postponed for a defined period. |
| Dignity at Work | <ul style="list-style-type: none"> ○ During the period of Major Organisational Change the Trust will be guided, with advice from the Director of Workforce, as to whether it is practical to meet any statutory/non-statutory timescales to investigate/hear Dignity at Work cases or whether they need to be postponed for a defined period. |
| Disciplinary (Managing Staff Conduct and Performance) | <ul style="list-style-type: none"> ○ During the period of Major Organisational Change the Trust will be guided, with advice from the Director of Workforce, as to whether it is practical to meet any statutory/non-statutory timescales to investigate/hear Disciplinary cases or whether they need to be postponed for a defined period. |

POL108 – Joint Collective Agreement

| <u>POLICY*</u> | <u>VARIATIONS DURING MAJOR ORGANISATIONAL CHANGE</u> |
|-----------------------------|--|
| Induction | <ul style="list-style-type: none"> ○ Corporate induction programs will be considered on a date-by-date basis. |
| Learning & Development | <ul style="list-style-type: none"> ○ Any required changes to clinical training and on-site courses will be considered on an individual basis. |
| Maternity and Adoption | <ul style="list-style-type: none"> ○ In order to maximize staffing during the period of Major Organisational Change employees who will be on maternity leave in their unpaid additional maternity leave period during this period may be offered the opportunity to return to work for the period of Major Organisational Change and complete the remainder of their unpaid maternity leave after the period has finished. This opportunity cannot be made to persons in receipt of statutory maternity pay as their maternity leave period cannot be broken without losing their entitlement to statutory maternity pay. |
| Paternity | <ul style="list-style-type: none"> ○ Every effort will be made to adhere to statutory timescales, where possible. |
| PDR | <ul style="list-style-type: none"> ○ It is anticipated that PDRs may be delayed during the period of Major Organisational Change. |
| Recruitment and Selection | <ul style="list-style-type: none"> ○ As far as reasonably possible normal recruitment activity will continue for those roles for which recruitment has been authorised. |
| Secondment | <ul style="list-style-type: none"> ○ All secondments in place before the commencement of a period of Major Organisational Change may be reviewed. This may result in these: a) being extended for this period where these support service delivery requirements. If so, the secondee will continue to attract the appropriate pay; or b) these being brought to a necessary end |
| Sickness Absence Management | <ul style="list-style-type: none"> ○ Return to work interviews will be carried out where possible as per existing process. ○ Any changes to absence reporting procedures necessary during the period of Major Organisational |

POL108 – Joint Collective Agreement

| <u>POLICY*</u> | <u>VARIATIONS DURING MAJOR ORGANISATIONAL CHANGE</u> |
|---|---|
| | Change will be communicated to staff and managers via normal communication mechanisms. |
| Special Leave | <ul style="list-style-type: none"> ○ Employees asking to take time off for public duties leave as set out in the policy may have this leave declined during the period of Major Organisational Change. ○ Where employees are notified of Jury Service, the Trust may request them to ask that this be deferred wherever possible; the Trust will provide supporting evidence if necessary; ○ The Trust may request that attendance at any professional/regulatory bodies will be deferred wherever possible. |
| Standards of Business Conduct, Conflicts of Interest and Secondary Employment | <ul style="list-style-type: none"> ○ Employees are reminded that where their employment with EEAST is their primary employment, this must take precedent over any secondary employment. |
| Variations in Clinical Practice | <ul style="list-style-type: none"> ○ During the period of Major Organisational Change, the Trust will be guided, with advice from the Director responsible for the provision of clinical care, as to whether it is practical to meet any statutory/non-statutory timescales to investigate/hear Clinical Variation issues or whether they need to be postponed for a defined period. |
| Flexible Working Requests | <ul style="list-style-type: none"> ○ Statutory timescales may need to be extended or formal requests put on hold. |

*(*Where, at the time of writing, a policy is not listed in the table above it is not expected that there will be any changes to its content during the period of Major Organisational Change. However, if it is found that other policies are affected these will be added to the table above and once signed off by SPF, this policy document will be published in its amended form).*

5.5 The advice, guidance and policies contained within the national NHS Terms and Conditions of Service Handbook

remain relevant and in force during the period of Major Organisational Change.

6. ADDITIONAL FLEXIBILITY OF STAFF / RESOURCES

- 6.1 Should staff resources be unexpectedly depleted in any particular department during the period of Major Organisational Change, the Trust may draw on a range of staff to offset any impact due to absence and may ask staff to work flexibly and/or take on new roles where this is reasonably practical (any such role would be within their abilities/training/experience etc.) The Trust will seek to focus only on essential work in order to maximise the number of staff available. Staff may need to be redeployed to other work, locations or functions. This may vary by location depending on the localised effects.
- 6.2 Part-time staff may be asked to increase their hours, where practicable, for a temporary period. Any decision to do so will be on a temporary basis at the discretion of the employee.
- 6.3 A temporary review may be made of employees working patterns/hours/locations/shifts; balancing the need to sustain services with the pressures that will fall on employees who have childcare and other caring responsibilities (including possible home-working and working from other Trust/NHS sites where this is viable).

7. WORKING TIME DIRECTIVE PROVISIONS

- 7.1 In order to enable the Trust to maintain service delivery during the period of Major Organisational Change, staff may be asked to increase their hours. To ensure compliance with the working time directive, the reference period for the calculation of working hours will be extended from 17 to 52 weeks. This extension will be reviewed by SPF, in line with paragraph 1.5.

- 7.2 Staff have been offered the opportunity to voluntarily 'opt out' of the 48-hour working week, if considered necessary. The management of compensatory rest periods will be managed locally and monitoring of this and overall hours working will continue to take place.
- 7.3 It should be noted that the SPF will be monitoring the working hours of staff during the period of Major Organisational Change to ensure the well-being and safety of staff.

8. POLICY REVIEW

- 8.1 This Agreement and decisions falling under this Agreement will be subject to continual review and monitored at SPF on a monthly basis during the period of Major Organisational Change.

Appendix A



Equality Impact Assessment

| EIA Cover Sheet | |
|---|---|
| Name of process/policy | Joint Collective Agreement |
| Is the process new or existing? If existing, state policy reference number | V2.0 |
| Person responsible for process/policy | HR |
| Directorate and department/section | Workforce |
| Name of assessment lead or EIA assessment team members | Navrita Atwal, Amanda Marsh, Zoe Hutchison, Steve Colmer, Glenn Carrington |
| Has consultation taken place? Was consultation internal or external? (please state below): | The contents of this Agreement have been entered into on behalf of all staff following consultation with the Trust's recognised trade union, Unison as agreed by the Trust's Staff Partnership Forum (SPF). The contents of this Agreement will be implemented following its formal approval by the ELT |

POL108 – Joint Collective Agreement

| | | | | | | | | | | | | | | | | | | | |
|---|--|------------|--|---|--|----------|--|---------------------|--|--------------------|--|--------------|--|-------------|--|----------------------|--|------------------|--|
| <p>The assessment is being made on:</p> | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Guidelines</td> <td style="width: 20px;"></td> </tr> <tr> <td style="padding: 5px;">Written policy involving staff and patients</td> <td></td> </tr> <tr> <td style="padding: 5px;">Strategy</td> <td></td> </tr> <tr> <td style="padding: 5px;">Changes in practice</td> <td></td> </tr> <tr> <td style="padding: 5px;">Department changes</td> <td></td> </tr> <tr> <td style="padding: 5px;">Project plan</td> <td></td> </tr> <tr> <td style="padding: 5px;">Action plan</td> <td></td> </tr> <tr> <td colspan="2" style="padding: 5px;">Other (please state)</td> </tr> <tr> <td colspan="2" style="padding: 5px;">AGREEMENT</td> </tr> </table> | Guidelines | | Written policy involving staff and patients | | Strategy | | Changes in practice | | Department changes | | Project plan | | Action plan | | Other (please state) | | AGREEMENT | |
| Guidelines | | | | | | | | | | | | | | | | | | | |
| Written policy involving staff and patients | | | | | | | | | | | | | | | | | | | |
| Strategy | | | | | | | | | | | | | | | | | | | |
| Changes in practice | | | | | | | | | | | | | | | | | | | |
| Department changes | | | | | | | | | | | | | | | | | | | |
| Project plan | | | | | | | | | | | | | | | | | | | |
| Action plan | | | | | | | | | | | | | | | | | | | |
| Other (please state) | | | | | | | | | | | | | | | | | | | |
| AGREEMENT | | | | | | | | | | | | | | | | | | | |

Equality Analysis

What is the aim of the policy/procedure/practice/event?

This East of England Ambulance Service Agreement documents the temporary arrangements which have been collectively agreed with the Trust’s recognised trade union, Unison that will apply during identified periods of major organisational change.

The aim of this Agreement is to maximise the continuance of services during periods of major organisational change as defined by the Trust Executive Leadership Team (ELT).

The Trust will seek, where possible, to continue to operate within its existing employment principles during periods of major organisational change. However, it is envisaged that temporary modifications to our current employment policies, procedures and practices will be necessary.

This Agreement aims to address some key issues that will present a challenge to the Trust during major organisational change and to set out what has been jointly agreed in order to address these.

POL108 – Joint Collective Agreement

| | | |
|--|---|----------------------------|
| Who does the policy/procedure/practice/event impact on? | | |
| Who does the policy/procedure/practice/event impact on? | | |
| Race | ✘ | Religion/belief |
| Sex | ✘ | Disability |
| Age | ✘ | Gender re-assignment |
| | ✘ | Marriage/Civil Partnership |
| | ✘ | Sexual orientation |
| | ✘ | Pregnancy/maternity |
| Who is responsible for monitoring the policy/procedure/practice/event? | | |
| HR/WORKFORCE | | |
| What information is currently available on the impact of this policy/procedure/practice/event? | | |
| This is a new agreement. Information on its impact is not available. | | |
| Do you need more guidance before you can make an assessment about this policy/procedure/ practice/event? No | | |
| Do you have any examples that show that this policy/procedure/practice/event is having a positive impact on any of the following protected characteristics? Yes/No, If yes please provide evidence/examples: | | |
| Who does the policy/procedure/practice/event impact on? | | |
| Race | ✘ | Religion/belief |
| Sex | ✘ | Disability |
| Age | ✘ | Gender re-assignment |
| | ✘ | Marriage/Civil Partnership |
| | ✘ | Sexual orientation |
| | ✘ | Pregnancy/maternity |
| Please provide evidence: | | |
| This is a new piece of temporary guidance. Impact on the above groups is likely to be positive. No negative impact identified. | | |

POL108 – Joint Collective Agreement

Are there any concerns that this policy/procedure/practice/event could have a negative impact on any of the following characteristics? Yes/No, if so please provide evidence/examples:

| | | | | | |
|------|--------------------------|----------------------|--------------------------|----------------------------|--------------------------|
| Race | <input type="checkbox"/> | Religion/belief | <input type="checkbox"/> | Marriage/Civil Partnership | <input type="checkbox"/> |
| Sex | <input type="checkbox"/> | Disability | <input type="checkbox"/> | Sexual orientation | <input type="checkbox"/> |
| Age | <input type="checkbox"/> | Gender re-assignment | <input type="checkbox"/> | Pregnancy/maternity | <input type="checkbox"/> |

Please provide evidence:

No concerns or negative impact identified.

Action Plan/Plans - SMART

Specific

Measurable

Achievable

Relevant

Time Limited

Evaluation Monitoring Plan/how will this be monitored?

Who

How

By

Reported to

Appendix B - Monitoring Table

| What | Who | How | Frequency | Evidence | Reporting arrangements | Acting on recommendations | Change in practice and lessons to be shared |
|-----------------------------|-----|---|-----------------------------------|---|--|---|--|
| Rest periods, Working hours | SPF | The policy will be subject to continual review and monitored at SPF | As and when an update is required | Breach of the policy will be monitored at SPF | The policy will be subject to continual review and monitored at the Staff Partnership Forum during the period of Major Organisational Change | The Trust will be guided by: The advice given by the ELT. The advice given by the AD of HR. The advice of the Staff Partnership Forum. | The contents of this Policy have been entered into f following consultation with the Trust's recognised trade union, Unison as agreed by the Trust's Staff Partnership Forum (SPF) |