



**PARTNERSHIP AGREEMENT  
&  
DISPUTE RESOLUTION PROCEDURE**

**Version 2.2**

Document control summary

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## CONTENTS

Section		Page
	Policy Statement	3
	Scope of Policy	3
1.0	Recognised Trade Unions	4
2.0	Objectives	4
3.0	Principles	4
4.0	Staff involvement	5
5.0	Recognition of Accredited Representatives	7
6.0	Time off for trade union duties	8
7.0	Facilities and training	10
8.0	Deduction of contributions	10
9.0	Consultation and Collective Bargaining Arrangements	11
10.0	Dispute resolution	11
11.0	Termination of Agreement	12
12.0	Impact Assessment	12
13.0	Policy Review	12
	<b>Appendices</b>	
Appendix 1	Dispute Resolution Procedure	13
Appendix 2	Partnership Forum Terms of Reference	15
Appendix 3	Partnership Forum (Pensions) Terms of Reference	18

## Introduction

### **Policy Statement**

The Royal College of Nursing (the RCN) recognises that only by using the knowledge and commitment of all staff can we fully realise our strategic and operational ambitions and deliver an exceptional member and customer experience. Credible staff involvement is the lynchpin of the RCN, and one of our biggest challenges is to engage our staff appropriately in the decisions that affect them and create a partnership culture that truly involves our people.

Positive management and union relations can be developed if there is goodwill on both sides, openness and honesty, clarity about agreed procedures and a clear understanding about which issues are negotiable. The purpose of this agreement therefore is to establish comprehensive trade union recognition and representation arrangements within the RCN and a framework for consultation, negotiation and information sharing on all matters related to terms and conditions of employment and the working lives of staff.

It is anticipated that the benefits of this agreement in practice will include:

- the creation of a working environment that strikes the right balance between the aspirations of staff and the needs of the service
- the shaping of service improvements that enjoy the support and commitment of the workforce
- the secure productivity gain through jointly (re)designed working practices and job roles
- the release of the potential within the workforce to strengthen decision-making processes
- the identification and action upon opportunities for better performance
- the increase in staff morale and quality of service provision; and
- the reduction of unwanted staff turnover.

This policy is in accordance with the Trade Union and Labour Relations (Consolidation) Act 1992 mirrored by the Trade Union and Labour Relations (Northern Ireland) Order 1995; and the Employment Relations Act 1999, and Employment Relations (Northern Ireland) Order 1999 and equality legislation. The policy is also in accordance with the ACAS and Labour Relations Agency (Northern Ireland) Codes of Practice - Time off for Trade Union duties and activities.

### **Scope of Policy**

These provisions apply equally to all staff employed by the Royal College of Nursing and members of the recognised trade union as identified within this policy.

<b>Partnership Agreement</b>
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## **1.0 Recognised Trade Unions**

This agreement is between the RCN and the General Municipal and Boiler Makers Union (GMB), and the National Union of Journalists (NUJ) herein referred to as 'the unions'. The RCN will not recognise any other union or professional organisation.

A separate agreement will exist between RCNi and its recognised trade unions and professional organisations.

## **2.0 Objectives**

All parties agree to work in partnership to deliver the RCN Strategic and Operational Plans and meet the reasonable aspirations of staff. All parties to this agreement will work together to:

- ensure the efficient operation and development of the RCN which best deliver the range and quality of services required, in as efficient and effective a way as possible, and organised to best meet the needs of our members and customers
- assist the goal of achieving a quality workforce with the right numbers of staff, with the right skills and diversity, and organised in an effective way
- improve the recruitment, retention and morale of the RCN workforce
- maintain good employment relations, through joint consultation, negotiation and information sharing at all levels of the organisation
- agree formal consultation and negotiating practices; and
- recognise a wider staff involvement agenda and working together in a spirit of partnership.

## **3.0 Principles**

3.1 Both management and the union have a shared commitment to the success of the RCN. All parties therefore have a responsibility to build positive relations by making every effort to establish joint working arrangements which prevent and, where necessary, resolve by agreement problems that arise.

3.2 The RCN recognises the need for its staff to express their interest in relation to conditions of employment and belong to a union, and that it is to the mutual benefit of the RCN and its staff that, where appropriate, the unions should play an active part in representing them. As such employees are actively encouraged to join a recognised union.

- 3.3 The RCN also recognises the right of staff not to belong to a union. Accordingly, the RCN would not be prepared to enter into any agreement which removed or eroded that freedom of choice for individual members of staff by colleagues, or others, designed to cause them either to belong to, or not to belong to, a union.
- 3.4 The RCN recognises that the unions have a responsibility to represent the interests of their members employed by the RCN and to work towards improved conditions of employment.
- 3.5 The unions recognise that it is the RCN's responsibility to plan, organise and manage all its services in order to achieve and maintain maximum efficiency and quality standards.
- 3.6 Consultation and collective bargaining arrangements in relation to employment terms and conditions will take place at Partnership Forum (see section 9.0). However, the unions accept that following initial consultation there may be occasions when management will consult further with all RCN employees and that therefore the arrangements detailed in this agreement will not be the sole means of staff consultation.
- 3.7 Both the RCN and the unions accept the need for joint consultation in securing their objectives, and the important role of both management and the unions in these processes. They acknowledge the value of up to date and regular information on important changes which affect employees and the need to take account of their views.
- 3.8 Management, the unions, and employees must see that partnership is delivering measurable improvements and adding value to the RCN.
- 3.9 The parties to this agreement are committed to the RCN's Equality, Diversity and Human Rights statement which seeks to promote equality of opportunity; a principle which applies in respect of employment and service provision.

#### **4.0 Staff involvement**

All parties to the agreement agree the common objectives will be achieved by staff involvement as follows:

##### **4.1 Negotiation**

Negotiation is the process through which management and staff union representatives will try to reach agreement or avoid a dispute through bargaining, in the expectation that agreement will be reached. This agreement highlights the following areas upon which there will be negotiation:

**4.1.1 Pay and Terms & Conditions of Employment.** This will include negotiation and agreement on the annual pay increase for staff and any revised remuneration scales or schemes.

**4.1.2 Core employment policies and procedures.** Including:

- Disciplinary Policy & Procedure
- Supporting Performance Policy
- Respect at Work Policy
- Grievance Policy & Procedure
- Managing Change Policy
- Supporting Attendance Policy & Procedure
- Any other item by joint agreement.

**4.1.3 Health and Safety Issues.** Where there is a clear statutory requirement on the part of the RCN as an employer, the health and safety responsibilities which are subject to the statutory requirement will be non-negotiable. In such cases, the focus of discussion would concern the way in which the statutory requirement should be fulfilled.

4.1.4 Disclosure of information for collective bargaining purposes as required by employment law and good employment practice.

**4.2 Consultation**

Consultation is the process of communication that enables the views and/or concerns of management and staff union representatives to be exchanged, discussed and incorporated into relevant decision-making processes. This is based on the general principle that consultation involves an opportunity to influence decisions and their application. The areas upon which there will be consultation include:

4.2.1 Discussing plans or proposals which may have an effect on staff or the delivery of service if implemented. These discussions should be such as to allow management and union representatives to consult in a meaningful way within the context of a genuine preparedness to change.

4.2.2 Policies and procedures developed by the RCN which are not subject to negotiations.

4.2.3 The RCN will inform union representatives as soon as possible in the event of potential redundancies among the workforce. In accordance with the RCN Managing Change Policy, managers will negotiate with union representatives on matters relating to any potential job losses with a view to reaching agreement.

**4.3 Information sharing**

Information sharing is the process of communication through which the purpose is to keep each side fully informed of all relevant matters.

- 4.3.1 The RCN agrees to supply the unions with all necessary information for the conduct of a meaningful relationship with the organisation's management.

## **5.0 Recognition of Accredited Representatives**

- 5.1 It is important for the conduct of good employee relations that the union branches and management maintain an up-to-date-list of all trade union representatives.
- 5.2 The purpose of this procedure is to clarify the accreditation of representatives within the RCN so that representatives are identifiable and available in accordance with the needs of the service.

### **5.3 Accredited Representatives**

- 5.3.1 Accredited representatives of the unions will represent their members on matters that are of concern to the RCN and/or its employees in accordance with RCN policies and procedures.
- 5.3.2 Accreditation will only be given to employees of the RCN who have been:
- duly elected or appointed in accordance with the rules of the unions; and
  - have received formal confirmation of accreditation by the Director of Organisational Capability and Change.

### **5.4 Procedure**

The procedure for accrediting representatives is as follows:

- 5.4.1 The unions will arrange for the election of representatives to be appointed to act on their behalf.
- 5.4.2 The Full-time Officer will inform the Director of Organisational Capability and Change of the following:
- that the named person has been accredited as a representative of the trade union
  - what type of representative (e.g. learning representative etc.); and
  - request that they be afforded time off for the duties (in accordance with prevailing legislation) as an accredited trade union representative.
- 5.4.3 The Director of Organisational Capability and Change will write to the Branch Secretary, the manager and new representative informing them that the RCN has received notification of accreditation and will afford them facilities as an accredited trade union representative in accordance with prevailing legislation (see section 7.0).

- 5.4.4 The Human Resources Department will keep a central list of all representatives.
- 5.4.5 Any requests for time off for trade union duties/training will only apply where the representative has been notified that they have been accredited by the Director of Organisational Capability and Change.
- 5.4.6 The Branch Secretary will be responsible for notifying the Director of Organisational Capability and Change if a representative is withdrawn from representation.

## **6.0 Time off for trade union duties**

The RCN acknowledges the right of union members and representatives to have both paid and unpaid time off as is reasonable in all the circumstances to carry out trade union duties and undergo training in accordance with the ACAS and Labour Relations Agency (Northern Ireland) Codes of Practice - Time off for Trade Union duties and activities.

Time off for recognised representatives will not be unreasonably withheld but will be subject to the needs of the service and must be agreed in each individual case. Arrangements for covering the work of union members and representatives will wherever possible be the same as cover for annual leave/sickness or any other authorised absence.

### **6.1 Paid time off**

- 6.1.1 The RCN will grant staff union representatives reasonable paid time off to carry out certain union duties. These include:
  - taking part in the negotiation, consultation and information sharing processes;
  - preparing for and representing union members at disciplinary, grievance or other relevant procedures, including Employment Tribunals;
  - investigating any complaint or difficulty raised by staff union members;
  - involvement as a job evaluation facilitator; and/or
  - negotiating issues in relation to union membership.

#### **6.1.2 GMB Branch Chair and GMB Branch Secretary**

The nominated GMB Branch Chair and GMB Branch Secretary will each receive two days (0.4wte) protected paid time off per week in order to co-ordinate the business of the GMB within the RCN.

- 6.1.3 The RCN will grant employees who are members of a recognised union reasonable time off during working hours to take part in any trade union activity. This will include:
  - attending workplace meetings to discuss and vote on the outcome of negotiations with the employer;

- meeting full-time officials to discuss issues relevant to the workplace; and/or
- voting in union elections.

6.1.4 The RCN will grant union learning representatives reasonable paid time off to carry out the following duties:

- analyse learning or training needs;
- provide information and to arrange or promote learning or training;
- discuss learning or training with the employer;
- prepare to carry out any of the above activities; and/or
- training as a learning representative.

6.1.5 The RCN will grant union safety representatives such time off with pay as shall be necessary for:

- reasonable training; and
- duties.

## **6.2 Unpaid time off**

6.2.1 The RCN will grant reasonable time off, subject to the needs of the service, without pay to all Union members to participate in Union activities not appertaining to RCN business.

6.2.2 The RCN will follow the ACAS and Labour Relations Agency (Northern Ireland) Codes of Practice when outlining the conditions for agreeing reasonable time off for union representatives and members. This includes:

- how much time off has previously been taken, when and how often
- how much time off is now being requested;
- the purpose for the time off
- whether any conditions relating to previous time off have been observed
- whether agreeing to the request at this time will create unacceptable problems in terms of the provision of services; and
- the need to maintain appropriate levels of staffing, and whether cover is available.

6.2.3 Union officials and members requesting time off to pursue their duties or activities or to access the services of a learning representative should provide their manager with as much notice as possible and give details of:

- the purpose of such time off
- the intended location; and
- the timing and duration of time off required.

## **7.0 Facilities and training**

### **7.1 Facilities**

- 7.1.1 Office space and accommodation:** Reasonable accommodation for activities including meetings will be provided, subject to the needs of the service.
- 7.1.2 Telephones, post and e-mail:** Accredited representatives are granted reasonable use of the RCN's telephones, post and e-mail facilities for carrying out their union duties.
- 7.1.3 Photocopying:** The union representatives may have reasonable use of the RCN's photocopying facilities for carrying out their union duties.
- 7.1.4 Intranet:** The unions will be provided with space for self-advertisement and discussion on the RCN intranet.
- 7.1.5 Notice boards:** The unions will be provided with access to a notice board at each of the RCN office locations. No notices may be exhibited elsewhere on RCN premises without the previous consent of management.

### **7.2 Training**

- 7.2.1** Union representatives have a right to paid time off for union accredited training that is reasonable in all the circumstances (see section 6.0).
- 7.2.2** It is the responsibility of the unions to ensure that their representatives are appropriately briefed and trained in their duties, the rules and practices of their unions and the appropriate agreements and procedures and the practice of employee relations generally.
- 7.2.3** Responsibility for fees and expenses for training of representatives rests with the unions.
- 7.2.4** Where an individual staff member has a wider responsibility, additional paid leave will be agreed and confirmed in writing, as appropriate.

## **8.0 Deduction of contributions**

The RCN will deduct union contributions through the Payroll system in accordance with the relevant legislation.

## **9.0 Consultation and Collective Bargaining Arrangements**

### **9.1 Partnership Forum**

The Partnership Forum is the group responsible for consultation and collective bargaining in the decision and policy making processes in the management of the RCN to the extent that such processes impact upon the terms, conditions, service and working lives of staff. It is the main channel by which issues of common interest between management and the unions are discussed.

Its terms of reference are outlined in appendix 2.

### **9.2 Local Partnership Forums**

The development of partnership forums are supported for discussion of employment issues of local interest.

Terms of reference for Local Partnership Forums are to be developed and maintained between local senior management and the unions with the support and involvement of the Director of Organisational Capability and Change or their designated representative. Both management and the union will ensure that where there is potential that employment issues arise for discussion that may impact beyond the locality, these issues will be raised and discussed at the RCN-wide Partnership Forum (see section 9.1).

### **9.3 Partnership Forum Sub-groups**

Project groups may be set up by the Forum and/or the Executive Team in order to explore and/or progress a particular work stream.

The work of any sub-groups may require consultation with Senior Management, trade union representatives and/or staff networks and approval by the Partnership Forum and/or Executive Team as appropriate.

## **10.0 Dispute resolution**

10.1 A dispute is a formal disagreement between a recognised trade union and management that cannot be amicably resolved. It is raised and registered by either the union or the management side and relates to an issue concerning an identified group of employees or all employees.

10.2 Disputes should be avoided if at all possible. Therefore, both the unions and management representatives are encouraged to:

- raise issues for concern at the earliest possible opportunity
- work together to attempt to resolve all issues at the earliest possible stage; and
- identify and address issues for concern and seek mutually acceptable solutions through regular joint management and union meetings.

10.3 In the event that there is a disagreement that cannot be amicably resolved with management, the unions may raise a formal dispute in accordance with the RCN Dispute Resolution Procedure as per Appendix 1.

**11.0 Termination of Agreement**

This agreement shall not be terminated until six months' notice of such intention has been given by either party to the other. The agreement may be amended by mutual agreement through the Partnership Forum. If the agreement is terminated, every effort will be made to agree a mutually acceptable replacement.

**12.0 Impact Assessment Statement**

This agreement has been impact assessed and has been determined to have no unjustifiable negative impact on a specific equality group or groups.

**13.0 Agreement Review**

It is the responsibility of the Director of Organisational Capability and Change to monitor and review this agreement, and to present any necessary changes, after negotiation with the Partnership Forum, to the Executive Team.

<b>Dispute Resolution Procedure</b>
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**1.0 Introduction**

The Royal College of Nursing (the RCN) wishes to create and sustain a culture where management act fairly and openly in their decision-making, where free and open communication between management and the unions is valued by all, and where questions and problems arising during the course of our working agreement can be resolved within the Partnership Forum with shared learning the outcome.

The Partnership Agreement encourages proactive and meaningful discussions to take place at Partnership Forum; prompt and effective resolutions to disagreement through problem-solving rather than confrontation as close to its source as possible; and if possible, resolutions which are acceptable to all concerned. The use of the RCN Dispute Resolution Procedure must be, and always will be, the last resort to resolving a grievance.

The purpose of the Dispute Resolution Procedure is to facilitate the resolution of disputes between the RCN and its recognised trade union/professional organisation in accordance with the principles of the RCN's Partnership Agreement.

**2.0 Disputes**

2.1 A dispute is a formal disagreement between a recognised trade union and management that cannot be amicably resolved. The issue raised and registered by the recognised union will relate to an issue concerning an identified group of staff, or all staff.

**3.0 Scope of the Procedure**

The procedure will only apply to a dispute raised by a recognised trade union or professional organisation representing a group of its members employed by the RCN arising as a result of a management action or decision (or lack of decision). It includes all issues covering working practices including breaches in the application of RCN policy. It excludes issues covered by separate procedures, such as:

- disciplinary matters (see RCN Disciplinary Policy and Procedure);
- individual and collective grievances (see RCN Grievance Policy and Procedure);
- issues of strategic policy decided by the RCN that do not have an operational impact on staff.

**4.0 Procedure**

**3.1 Status Quo**

If the matter cannot be resolved amicably through any of the above means, then either party may invoke the following procedure. The previously agreed working and/or management arrangements, which applied before the

dispute, will continue until Stage 2 of the Dispute Resolution Procedure is exhausted.

### **3.2 Industrial action**

The Dispute Resolution Procedure precludes industrial action until all stages of the procedure have been exhausted without success.

### **3.3 STAGE 1**

The dispute will first be registered in writing with the Director of Organisational Capability and Change who will set up a special meeting of the Partnership Forum to consider the issue, seek an appropriate solution and respond accordingly. This will be done within five working days.

#### **STAGE 2**

If the matter remains unresolved, then either party may refer the matter in writing to the Chief Executive & General Secretary who will organise a hearing before the Chief Executive & General Secretary, Chair of Council and a Human Resources representative, a decision will be made and a formal response given within 10 working days.

#### **STAGE 3**

Both sides agree to support the principle of working together to resolve a dispute at the earliest stage possible through the internal stages of negotiation.

Disputes which are not resolved internally by the above procedure may, by either party, be referred to ACAS for conciliation or mediation.

Disputes which are not resolved internally by the above procedure may, by agreement of both parties, be referred to ACAS for arbitration.

## APPENDIX 2

### Partnership Forum Terms of Reference

#### 1. Purpose and remit

- 1.1. The Partnership Forum (the Forum) is responsible for negotiation and consultation arrangements on those matters for which the RCN is responsible, and other relevant matters pertaining to pay and conditions, brought about by legislation. This includes:
  - the annual pay review;
  - changes to the job evaluation system;
  - changes to the remuneration structure;
  - the introduction of/changes to HR policies;
  - pension arrangements;
  - staff restructuring; and
  - any other matters relating to terms and conditions of employment of RCN staff.
- 1.2. Consultation involves an opportunity to influence decisions and their application at the earliest appropriate stage and should be undertaken with a view to reaching agreement. Both parties have a responsibility to raise issues of mutual concern and are committed to trying to reach agreement on the basis of consensus.
- 1.3. The Forum also receives the following regular reports:
  - Human Resources management information;
  - up to date management accounts; and
  - from the Health and Safety Committee.
- 1.4. Any member of the Forum can propose items for inclusion on the agenda and the Forum may request information/reports on any topic within its remit.
- 1.5. The Forum has no remit in relation to:
  - RCN policy;
  - financial strategy; or
  - legal or commercial issues.
- 1.6. Issues relating to individual employees should not be discussed and where the discussion of policies leads to the identification of individuals or groups minutes of the Forum should not make reference to these individuals or groups.
- 1.7. The existence of the Forum does not limit the right of either of the recognised unions to raise matters directly with management (or vice versa) on issues concerning the organisation's individual members or a group of members.
- 1.8. Equally, the unions accept that management has a responsibility to keep employees directly informed of matters concerning the activities of the RCN but this does not preclude the requirement under this agreement to negotiate and consult through the agreed machinery on matters covered by this agreement.

1.9. The Forum will not consider matters which are properly dealt with by an agreed policy or procedure, for example, Disciplinary Policy & Procedure or Grievance Policy & Procedure. However where general issues regarding the effectiveness of a particular policy arise then these will be discussed within this forum.

1.10. If the Partnership Forum fails to reach agreement, the matter would be referred in the first instance to the General Secretary & Chief Executive. If not resolved, the unions may raise a formal grievance in accordance with the RCN Dispute Resolution Procedure (see Appendix 1).

## **2. Objectives of the Partnership Forum**

2.1. The objectives of the Partnership Forum are as to:

- Consider, consult and negotiate all relevant issues impacting on the employment relationship between the RCN and its employees.
- Provide an opportunity to influence policy developments and to ensure meaningful consultation and negotiations between the RCN and its employees.
- Consider, consult and negotiate on the annual pay review as set down in the Remuneration Strategy and make recommendations to the Executive Team for decision.
- Review proposed developments and changes to the RCN pension scheme ahead of any consultation that may be required and to enable staff and pensioner representatives to contribute to the RCN's relationships with its pension scheme providers (see Appendix 3).
- Report to the Executive Team and put forward recommendations on matters on which agreement has been reached and where action is required by the Executive Team or Council.
- Reach decisions and initiate action on matters within the remit of the Forum and not requiring reference to any other body.
- Actively engage in developing an environment and culture which foster actions of mutual trust and confidence and to this end all matters discussed will remain confidential until agreement is reached to share information more widely.

## **3. Partnership Forum Representatives**

### **3.1. Chairperson**

A Partnership Forum member will be elected by the forum annually. The Chairperson rotates between management and unions. No one person can chair for more than two consecutive years unless otherwise agreed by the Forum.

### **3.2. Membership**

The Partnership Forum consists of ten members including:

#### **Management**

Five representatives of RCN management as appointed by the General Secretary & Chief Executive, including:

- Director of Organisational Capability and Change and
- Director of Finance and Business Enablement.

### **Union**

Five union representatives, as nominated by the recognised unions, including:

- four representing the RCN Branch of GMB; and
- one representing the RCN Chapel of the NUJ.

Union representative members must have been properly notified as accredited trade union representatives to the Director of Organisational Capability and Change.

If any party decides not to take up its places on the Forum those seats should remain vacant unless otherwise agreed by the Forum.

The Head of Internal Communications attends Forum meetings in an *ex officio* capacity and prepares brief summary notes that, after approval of the Management and Staff-side Chairs, are posted on the intranet.

The Forum can invite in any other persons to attend a meeting.

## **4. Reporting and Governance Arrangements**

The Forum reports to the Executive Team.

## **5. Accountable Officer**

The Director of Organisational Capability and Change is the Accountable Officer.

## **6. Meetings**

There will be six full meetings of the Forum a year of which two will include a separate pensions issues section (see Appendix 3).

### **6.1. Quorum**

In order for the Forum to be quorum, four members, two representing management and two representing the trade unions, must be present.

### **6.2. Secretariat meetings**

Secretariat meetings should take place on alternative months. Management and the unions will each nominate two of their Representatives to form a Secretariat which will be responsible for the ongoing work of the Forum.

### **6.3. Support**

The Governance Department will support the Forum and designates a committee administrator to act as secretary to the forum, setting up meetings, agreeing and circulating the agenda and papers for meetings seven days before the meeting, taking minutes and drafting action points.

## APPENDIX 3

### Partnership Forum Terms of Reference (Pensions)

#### 1. Purpose and remit

1.1. In addition to the main Partnership Forum Terms of Reference (see Appendix 1), twice-yearly the forum's meetings will include a separate pensions issues section.

1.2. The purpose of the pensions issues section is:

- To review proposed developments and changes to the RCN pension schemes ahead of:
  - any consultation that maybe required
  - implementation of changes
- To enable staff and pensioners to contribute to the RCN relationship with:
  - TPT Retirement Solutions (CARE)
  - Standard Life (Defined Contribution)

1.3. During the pensions issues section, the forum will:

- Receive an update on customer service and administrative performance of the RCN pension schemes.
- Receive update reports on the accounting and actuarial valuations of the RCN pension scheme (CARE).
- Review options for change arising from formal valuations of the CARE scheme, including:
  - Changes to contribution rates
  - Application of discretionary uplifts
  - Change of provider and/or trustee
  - Any other benefit changes
- Receive update reports on financial performance of the Defined Contribution scheme funds.
- Review options for change for the Defined Contribution scheme, including:
  - Change to the default fund
  - Changes to the AMC (annual management charge)
  - Change of provider
- Receive reports on changes to pension regulations and consequences for the RCN schemes.
- Review and comment on RCN pension scheme member communications

#### 2. Quorum:

- One staff representative (including from RCNi), one deferred or pensioner representative and one Director.