

JOINT WORKING AGREEMENT

Between

Perth & Kinross Council

and

NHS Tayside

1 INTRODUCTION

- 1.1 The Public Bodies (Joint Working) (Scotland) Act 2014 sets out the legislative framework for integrating health and social care. The Act requires Perth & Kinross Council and NHS Tayside (“the Partners”) to work together to deliver person centred, health and social care services.
- 1.2 This agreement outlines the arrangements for the management of employees working within integrated care services in relation to certain key areas. It is particularly relevant to employees who manage or are managed by an individual who is not employed by the same employer as them (the “Affected Employees”).
- 1.3 This agreement applies to all staff engaged in NHS Tayside Agenda for Change terms and conditions and employees of Perth & Kinross Council engaged in integrated care services.

2 EMPLOYMENT STATUS

- 2.1 All employees working within integrated care services who were in employment prior to the commencement of health and social care integration will continue to be employed by the same employer, as set out in their contract of employment.
- 2.3 Employees undertaking work as part of integrated care services who are required to access IT systems which are not those of their employer in order to perform their job, or who work at premises which are not managed by their employer may be asked to sign a written statement of agreement which enables them to be registered as users of the IT systems and ensures that they are covered in respect of their data protection, health, safety, wellbeing and statutory obligations. This will not affect their employment status or terms and conditions of employment with their employer.

Recruitment

- 2.4 Any newly developed posts within the integrated care services will be funded and owned by one of the Partners. Agreement as to who the employer shall be for any newly developed post will normally be reached prior to the commencement of the recruitment process and, if appropriate, involvement of employee representatives. Any such post will be offered on the terms and conditions of the employer

organisation. The recruitment procedures of the employer organisation will be followed.

- 2.5 In certain circumstances a joint appointment process will be initiated and the Partners will agree who will lead and co-ordinate the recruitment process, employees will then be given the choice of which employer they wish to work for and will be employed on their terms and conditions.
- 2.6 Any newly developed posts shall be evaluated for salary purposes by the employing organisation. The partner shall be responsible for gaining the necessary approvals, in relation to the post, through its own governance arrangements, including if appropriate, involvement of employee representatives, and for managing the recruitment process in relation to the post. However, the Partners shall co-operate in relation to new appointments, including in relation to short listing and interviewing. Interview panels shall contain a representative from both of the Partners, wherever appropriate.

3 TERMS AND CONDITIONS OF EMPLOYMENT

- 3.1 It is recognised that employees may be working together in integrated teams but with different employers and on different terms and conditions of employment. In future workforce planning, every effort will be made to understand these differences and to seek to minimise the effects of differences between terms and conditions.

4 PAYROLL ARRANGEMENTS

- 4.1 Each Partner shall operate its own payroll system and it will be responsible for all aspects of payroll, pay, pensions and benefits for its employees.
- 4.2 The line manager will be responsible for ensuring that appropriate salary notifications are completed and forwarded to the appropriate payroll/HR department(s) on the agreed date each month/week.
- 4.3 It is acknowledged that a line manager may need to discuss payroll issues with the payroll department of the other Partner, as appropriate. The Partners shall work collaboratively to ensure that payroll functions and obligations are met. When an employee is recruited, they will be placed on the payroll of the agreed employing organisation.

5 MANAGEMENT OF EMPLOYEES

- 5.1 It is acknowledged that some employees within the integrated care services will be managed on a day-to-day basis by a manager who is employed by the other Partner organisation.
- 5.2 The Partners shall work together to ensure that line managers within both organisations have the necessary knowledge, support, training and authority to undertake their duties in relation to Affected Employees of both organisations.

- 5.3 It is the duty of all managers who have responsibility for employees of the other Partner to ensure that they have access to, and are familiar with, the relevant policies and procedures that apply to the employees of the other Partner organisation. In particular, managers need to be familiar with the people management policies and procedures of both organisations and act upon advice from HR advisers, occupational health and other specialist advisers from the employing organisation. The Partners will ensure that appropriate support from advisers is made available to managers of integrated services employed by the other Partner. Managers must make sure that all management actions, including disciplinary action are carried out in line with the employing organisation's policies and procedures and agreed Scheme of Delegation.
- 5.4 Where there are any problems or difficulties relating to the employment or management of employees working within integrated care services, the aim will be to resolve these informally at a local management level whenever possible prior to moving to formal procedures, if necessary.
- 5.5 The Partners shall agree the extent of the authority managers within the integrated care services (Scheme of Delegation) shall have to take formal action in relation to disciplinary, performance, capability and grievance matters in respect of Affected Employees of either Partner organisation that are managed by them.
- 5.6 The Partners shall make and agree arrangements for professional accountability, reporting and supervision to ensure that both Partners meet their obligations in this regard.

6 APPLICATION OF POLICIES AND PROCEDURES

- 6.1 Employees within integrated care services will continue to be subject to the Human Resources and other policies and procedures of their employing organisation. However, it is recognised that this may, on occasion, be impracticable due to the subject matter of the issue or anomalies that may exist between procedures and working practices operated by the Partners. In such a circumstance, the parties involved shall agree the procedure to follow, with full involvement from employee representatives. If agreement cannot be reached then the employer of the employee(s) primarily concerned will make a decision on the policy/procedure to be applied.
- 6.2 Policies and procedures contribute significantly to the creation and maintenance of good employee relations by ensuring that employees are treated fairly and consistently and may help the Partners to avoid disputes or costly legal actions. Common themes which apply to a number of policies and procedures are the importance of identifying and resolving problems as early as possible by taking informal action; carrying out thorough investigations into any issues and progressing further action if problems cannot be resolved, through the formal stages of the appropriate policy/ procedure.

- 6.3 Policies and procedures of each partner organisation not mentioned specifically in this agreement continue to apply to employees of that organisation and it is agreed that line managers for designated integrated care services will have the authority to and must act in accordance with these policy requirements.
- 6.4 Each team within integrated care services holds its own operational policies for service delivery and is responsible for its own coding and reporting obligations.

Conduct, Performance, Capability Procedures

- 6.5 It is recognised that there will need to be collaboration between the Partners in relation to investigations which involve both organisations. It is agreed that the relevant manager within the integrated care services will have the authority, with appropriate support from Human Resources, to carry out investigations and present their findings to the relevant person in the employing organisation. This may include presenting a case at a formal hearing or chairing a Hearing as appropriate. Support from Human Resources may require to be from both Partners, in accordance with the Scheme of Delegation.
- 6.6 It is agreed that the relevant line manager within the integrated care services, supported, if appropriate, by Human Resources from the employee's employing organisation, will have the authority to take all necessary informal management action in relation to conduct, performance and capability at work matters for the Affected Employees.
- 6.7 A manager who is taking informal, or where it has been agreed between the Partners, formal action, in relation to an Affected Employee shall inform the Partner organisation of any issues and any action which is proposed in relation to its employee, prior to any action being taken.

Grievance and Bullying and Harassment Procedures

- 6.8 The grievance and/or bullying and harassment procedures of the employer organisation of the aggrieved employee shall be followed when grievances or complaints are raised.
- 6.9 It is recognised that there will need to be collaboration between the Partners in relation to investigations which involve both organisations. It is agreed that the relevant manager within the integrated care services will have the authority, with appropriate support from Human Resources, to carry out investigations and present their findings to the relevant person in the employing organisation. This may include presenting a case at a formal hearing. Support from Human Resources may require to be from both Partners.
- 6.10 If appropriate, an independent person will be appointed to investigate and this may be a person from either Partner. Any disciplinary action arising as a result of a grievance will be conducted in accordance with paragraphs above.

- 6.11 It is agreed that the relevant line manager within the integrated care services, supported, if appropriate, by Human Resources from the employee's employing organisation, will have the authority to take all appropriate action in relation to grievance issues for the employees that he or she manages.

Dismissal

- 6.12 Decisions in relation to any type of dismissal or retiral on health grounds and any process in relation to the award of ill health benefits will be by the employee's employing organisation in accordance with its procedures and practices and in accordance with the Scheme of Delegation, where relevant. Employees of either Partner may contribute to and participate in any relevant process as required. All appeals against dismissal will be conducted within the employing organisation in accordance with its procedures.

Attendance management

- 6.13 The day-to-day management of attendance at work for employees working within the integrated care services will be the responsibility of the immediate line manager. The line manager, in accordance with the employing organisation's policy, will also deal with any issues or concerns requiring informal or formal action, with support as necessary from Human Resources staff. Employees shall use the reporting arrangements for absence recording applicable to their respective employing organisation. Any action will be conducted in accordance with the employing organisation's procedures.
- 6.14 Human Resources staff from each Partner will make sure that there is regular monitoring and exchange of absence data so that managers are able to take appropriate action to manage employee attendance.

Supervision policy and staff development review

- 6.15 Line managers in the integrated care services shall supervise employees from both organisations in accordance with the principles and policies of the employing organisation. Prior to the commencement of any joint working, clear arrangements will be established to clarify expectations, content and mechanisms for supervision and development reviews. This will include arrangements for professional accountability and reporting, where relevant. Each employing organisation will undertake to ensure that any supervision or employee development review taking place conforms to the employing organisation's supervision policy and performance appraisal policy.

Confidentiality

- 6.16 It is acknowledged that employees of both partner organisations may have access to confidential information which is held by the other organisation. It is agreed that line managers will ensure that all employees are aware of their obligations in this regard

and will abide by their contractual obligations and the policies of their employer, regardless of the source of the information or how/ by whom it is held.

Whistle blowing policy

- 6.17 The policy to be used will be that of the employing organisation of the employee raising the concern. Where concerns are raised that involve employees from the other Partner, the concerns will be shared with relevant managers in the Partner organisation.
- 6.18 The Partners shall ensure that the principles of public interest disclosure are sustained.

Redeployment

- 6.19 The Partners shall work together to consider opportunities for redeployment but there is no entitlement for any employee to be redeployed to a role within the other partner organisation.

Freedom of information and data protection

- 6.20 Employees from both organisations must act in accordance with their employer's data protection and IT governance rules and administration processes which are in place to ensure compliance with data protection legislation and obligations.
- 6.21 It is acknowledged that employees working in the joint service may also need to act in accordance with the data protection and IT governance rules and administration processes of the partner organisation, which is not their employer. This will be highlighted to the employees by their line manager.
- 6.22 If necessary, the Partners shall work together in relation to any response to a Freedom of Information request regarding the joint service in accordance with GDPR requirements.

Intellectual property

- 6.23 All employees working within the integrated care services shall continue to be covered by their contract of employment and their employer's policies in relation to intellectual property. The fact that an employee works within a joint service does not alter the legal rights and responsibilities that arise in relation to intellectual property, as a result of their employment relationship with their employer.

7 ACCESS TO AND INFORMATION REGARDING EMPLOYEES WITHIN THE INTEGRATED CARE SERVICES

- 7.1 Managers within the integrated care services, in conjunction with support services colleagues, will, on request by the employing organisation, provide information in relation to that organisation's employees, including, details of any informal

processes/ action that has been taken and of any absences due to annual, sick or special leave or any unauthorised absence.

- 7.2 The Partners will keep up-to-date records of the resources (both employees and posts) they contribute to the integrated care services. These records will be reviewed each year as part of an annual review of the integrated care services.

8 EMPLOYEE INVOLVEMENT, INFORMATION AND CONSULTATION

- 8.1 All existing arrangements within each employer organisation in relation to informing and consulting employees and relevant Trade Unions will be observed by the Partners.
- 8.2 The Partners acknowledge that proper consultation may require the organisations to share information with each other and they agree to do so. The Partners shall co-operate to identify any issues which may impact on employees working within the integrated care services and shall agree the process to be followed in relation to consultation of employees, on matters of joint interest.
- 8.3 The Partners and relevant representatives will follow agreed negotiation and consultation mechanisms of their own organisations to discuss any proposed material changes in respect of local arrangements e.g. creation of newly developed posts as part of a review process; changes to patterns of work or any other local arrangement that may be considered operationally required within the integrated care services. This will not affect nationally agreed terms and conditions. Any negotiation and consultation will be undertaken in advance of any changes being implemented.
- 8.4 Agreement for facilities time will be in accordance with the Trade Union facilities agreements in place within each organisation. Joint commitment has been made to support both organisation's recognised Trade Unions or elected convenors, and every effort will be made to ensure employees are able to be released to act on union business. Costs will be absorbed in current financial arrangements. Any concerns of managers within the integrated care services about the release of employees to fulfil trade union commitments should be reported to the HR leads and management leads from the employing organisation, with a view to finding an appropriate resolution.

9 TRAINING, DEVELOPMENT AND APPRAISAL

- 9.1 The identification of training needs will be the responsibility of employees and their line managers within the integrated care services. Line managers will liaise with the employer organisation in relation to any training and development needs to establish the best method to meet these.
- 9.2 All employees working within the integrated care services will be expected to have personal development plans and the Partners shall agree where responsibility for training, development, supervision and appraisal shall sit. All employees shall remain responsible for maintaining their professional registration and for ensuring that they meet the requirements, for example, in relation to their fitness to practice,

imposed by their professional bodies. It shall remain the responsibility of each employer organisation to ensure that their employees are adequately trained and regularly appraised.

- 9.3 Line managers within the integrated services must be familiar with the training and appraisal policies and practices of both organisations and ensure that all employees that they line manage receive regular appraisals through the agreed process.

10 HEALTH AND SAFETY

- 10.1 The Partners agree to co-operate as necessary to ensure that their respective health and safety obligations are met.
- 10.2 The Partners shall provide each other with information and/ or access to premises as may reasonably be required in order to ensure that health and safety obligations are being met for their employees.
- 10.3 Where there is an identified health and safety issue, this should be resolved at a local level between management and the relevant organisation's health and safety representatives. In the event of a matter being unresolved, agreement will be reached by the Partners, in consultation with appropriate health and safety representatives, on how to progress the matter.
- 10.4 The health and safety representatives of each employing organisation shall liaise to identify health and safety training requirements and to ensure that all employees working within the joint service are appropriately trained. The representatives will work together to seek to avoid duplication of training, where joint training could be undertaken.
- 10.5 Existing policies, practices and arrangements in relation to all health and safety obligations and governance shall be followed by each employing organisation in relation to their own obligations. However, where necessary or beneficial, the Partners agree to co-operate with each other in relation to their obligations and, where necessary, to agree which organisation's policies should be used to meet specific issues.
- 10.6 Where employees are co-located, the senior person from the Partner who owns/leases the building will assume the role of Head of Establishment/Building Manager. The Head of Establishment/Building Manager is responsible for covering the range of tasks involved in ensuring that workplace premises are safe environments for employee and others to work in and visit. Affected employees must co-operate with the Head of Establishment/Building Manager in his/her efforts to comply with the Health and Safety at Work, etc. Act, 1974 and related legislation and regulations. This includes attending health and safety training and fulfilling health and safety roles as required by the Head of Establishment/Building Manager.

11 ACCIDENT AND INCIDENT REPORTING

- 11.1 There are established procedures within both organisations for reporting accidents and incidents. Line managers within the integrated care services shall be responsible for reporting all such accidents and incidents in line with the system used by the employing organisation of the employee involved. Where employees from both organisations are involved, or where both organisations need to know about the incident, duplicate reporting may be needed. This will be at the discretion of the lead officer within the integrated care service.

12 INSURANCE/INDEMNITY AND CLAIMS

- 12.1 In accordance with existing arrangements within the Partner organisations, indemnity/ insurance will remain the responsibility of the employing organisation and the employer will deal with any issues arising in relation to it.
- 12.2 The Partners shall ensure that any necessary indemnity arrangements/ insurance policies are in place in relation to their employees within the integrated care services.
- 12.3 The Partners agree to co-operate in the event of any indemnity/ insurance issues that may arise or in the event of a claim being raised against either employer organisation.
- 12.4 The Partners agree to co-operate in relation to the defence or settlement of any claim, including, providing reasonable access to information held by the other organisation and to their employees who may be required to give evidence. If there is a successful claim against one employing organisation and it is established that the other organisation or its employees are at fault then discussions will be held in relation to liability for the claim and each organisation reserves the right to seek a contribution from the other organisation towards any award or payment that requires to be made.

13 ACCOMMODATION

- 13.1 The relevant Partner organisation shall ensure that the accommodation that is provided meets all necessary legal requirements. The Partners will, where necessary, work together to address any accommodation issues that arise as a result of organisational change or service development with the involvement of the relevant trade unions, specialist advisors and management.
- 13.2 If necessary, the Partners shall agree which organisation's policy will apply to a particular situation, for example, where there is closure of a site and relocation of the employees. However, if no agreement can be reached, the policies of the employing organisation will apply to their own employees.