

HAVERING OVERARCHING PARTNERSHIP AGREEMENT

Appendix 4 to Schedule 3

MENTAL HEALTH PARTNERSHIP SERVICES

HR

1. WORKFORCE ARRANGEMENTS

- 1.1. Pursuant to Section 75 (2) (d) of the 2006 Act and Regulation 10 (1) of the Regulations the Partners will continue to make available staff resources required to facilitate the Partnership including the continued secondment of staff of Havering LBC to NELFT pursuant to existing arrangements, subject to Havering LBC's ongoing organisational transformation agenda.
- 1.2. For the avoidance of doubt, (1) notwithstanding the terms of this Agreement, Approved Mental Health Professions (as amended by sections 18 and 10 of the Mental Health Act 2007) shall continue to carry out functions under section 115 of the Mental Health Act 1983. The provision of such functions does not form part of the Agreement and will be managed by Havering LBC directly and (2) the parties hereto declare that The Transfer of Undertakings (Protection of Employment) Regulations 2006 do not apply to this agreement.
- 1.3. NELFT as Host Partner will in respect of each of the following posts either (where the post has already been established prior to the Commencement Date) dedicate the post to the Partnership or (where the post has not been established at the Commencement Date) as soon as possible after the Commencement Date establish and dedicate the following posts to the Partnership;
 - 1.3.1. The Borough Lead
 - 1.3.2. the posts details of which appear in Appendix 3 of Schedule 3 of the Overarching Agreement
 - 1.3.3. such other management posts as are agreed by the Executive Steering Group
- 1.4. The Partners shall continue to make available for the purposes of the Partnership the services (including any relevant proportion of such services in relation to non-dedicated staff) of such staff, whether professional frontline staff or administrative or clerical support staff, as either:
 - 1.5. had been utilised for the purposes of the Services up to the Commencement Date; or
 - 1.6. are agreed to be utilised for the purpose of the Services at any time after the Commencement Date.
- 1.7. Staff occupying the Partnership Posts will be managed by the Borough Lead of NELFT. Staff providing Available Staff Services will have a final day to day line management accountability to the Borough Lead when doing so.
- 1.8. Professional accountability for staff will be to the professional heads of the Partners or other employing organisation and the provision of all professional supervision, training and staff development will be the responsibility of the employing organisation. As such, the employing organisation will ensure that their staff continue to have access to resources to support their professional and personal development within the framework of that organisation's agreed training and development arrangements.

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- 1.9. Any staff occupying the Partnership Posts or providing Available Staff Services may be designated as delegated managers by the Borough Lead subject to the needs of the Partnership and Partners' financial standing instructions. Designated managers may line manage staff from each Partner organisation or employing organisation irrespective of the staff's employer.
- 1.10. During the term of the secondment Available Staff Services will abide by the requirements set out in the Codes of Conduct, policies, procedures and practices of both of the Partners. Havering LBC staff will continue to be contractually bound by the policies and procedures of their employer. Where the policies, procedures of the Host Partner are at variance with those of Havering LBC, then the appropriate policies and procedures of Havering LBC will apply. The Borough Lead will consult with the employing organisation's Human Resources Services for advice and support.
- 1.11. For recruiting to vacant established posts, the Borough Lead will use the NELFT Human Resources Services to carry out the recruitment process and will consult with the Human Resources Services of the Partner who is funding the post in order to undertake any job evaluation required for the post and make arrangements for the post to also be advertised within the Partner's organisation. Staff recruited to these posts as employees will have the option of remaining in their current employing sector, for the purposes of continuous service, through employment with either the Host Partner or a Partner organisation. The Partners will liaise where necessary to ensure consistency. It is the Borough Lead's responsibility to ensure that the recruitment is carried out in an integrated manner.
- 1.12. Staff will be performance managed according to the policies and procedures of the relevant Partner or other employing organisation and subject to the overall functions and objectives of the Executive Steering Group
- 1.13. Staff terms and conditions will be those applicable to the relevant Partner or other employing organisation and any such changes of these terms and conditions will be subject to the employing organisation's policies including staff consultation. Where another member of staff or a third party wishes to make a complaint or has an enquiry about any act or omission of a member of staff providing Available Staff Services then that person may raise the matter with or make the complaint to the Borough Lead who will as necessary refer the matter through to the member of staff's employing organisation whose complaints grievance and/or disciplinary procedures shall be followed in resolving the matter.
- 1.14. Where a Partner proposes to take action in relation to one of its employees who is providing Available Staff Services and that action is likely to affect the performance of the obligations of any other Partner then any such action will be notified to that other Partner prior to it being implemented
- 1.15. Each Partner or other employing organisation as the case may be will continue to be responsible for its employees in respect of the range of risks normally associated with their employment, including, without prejudice to the generality, employer's liability, third party liability and premises liability risks

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- 1.16. In the event of a growth in the Partnership's need for Available Staff Services after the Commencement Date then any additional staff required shall be recruited by the Borough Lead and will be employed pursuant to Clause 4 by the Partner agreed by the Executive Steering Group. The salary or wages (as the case may be) costs of any such staff shall be met from the Pooled Budget unless otherwise agreed by the Executive Steering Group. To maintain an overview of the workforce, particularly in relation to the representation of social care professionals, the Borough Lead will undertake an annual review of the workforce profile, in consultation with the Human Resources Services of the Partners, for the consideration of the Executive Steering Group.

2. MANAGEMENT OF INTEGRATED PROVISION - OPERATIONAL MANAGEMENT

- 2.1. Where there is an integrated provision there will be a clear line of management to the Host Partner of the Service involved
- 2.2. In integrated services, managers will be given a high degree of support and training to ensure that management is of the highest standard and to provide confidence of staff in the managers that carry out such joint functions.
- 2.3. Each Partner will work to overcome disincentives to staff taking opportunities for career progression by applying for jobs as employees of the other Partner.
- 2.4. Clear joint policies will be explored and developed in consultation with staff and recognised unions. These joint policies will ensure the following:
- 2.4.1. Clear lines of accountability and reporting so that all staff know who has responsibility for line managing them and who has responsibility for professional support, supervision and clinical supervision within disciplines such as nursing and social work.
- 2.4.2. Clear systems of communication throughout the service so that managers keep staff and unions involved in, and informed of, all significant developments, and staff and unions have the opportunity to contribute to service improvement.
- 2.4.3. Clear systems for reviewing job descriptions and person specifications within job evaluation processes for all members of staff that will help to meet Equal Pay considerations.
- 2.4.4. Clear systems for appraisal and support of staff.
- 2.4.5. Clear and equitable systems for staff development and training.

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2.4.6. Clear systems for using disciplinary and grievance procedures. The disciplinary or grievance procedure used in any instance will always be that of the Partner which is the employer of the person concerned.

2.4.7. Clear and equitable systems for co-ordinating annual leave, rotas, allocating working hours including weekends and allocating training opportunities.

2.4.8. Clear and equitable career development pathways

2.5. Arrangements will be established for ongoing review of the workings of integrated provision. These arrangements will involve managers, staff and union representatives and ensure that the commitments in this Agreement are followed. The detail of review arrangements will be set out in the Annual Plan

3. SECONDMENTS

3.1. At the date of this Agreement, in the Mental Health Provider Services Havering LBC has seconded staff to NELFT. The secondment arrangements for those Services will be reviewed and reported in the Annual Plan

3.2. The Partners will agree the continuation or termination of all secondments and a date for any changes through the Annual Plan and gain approval from Havering LBC and NELFT's Board.

3.3. The Partners will write to each member of staff following approval of the Annual Plan to confirm their secondment status, the plans for continuation or change to the secondment and the dates for the change or further review.

3.4. The Partners to this agreement will work in consultation with recognised unions to minimise disparities between the pay and conditions of service between different disciplines in joint teams who share similar duties and responsibilities.

3.5. Partners will also supply monitoring information for consideration by such committees and boards as agreed in the Annual Plan, and will also comply with any other reasonable request for information from those committees and boards whilst maintaining regard to the provisions of the Data Protection Act in relation to information on data subjects, personal data, etc.