

From: Gary Palmer
Sent: 15 October 2024 16:56
To: Deena Chouhan
Subject: EMED Group – meetings

Dear Deena,

I have been asked to respond to both your e-mails of Oct 9th and 11th

In the same spirit of your own wish to provide clarity in both e-mails hopefully you'll accept my doing the same in return.

Sorry for the delay but I have been collating members response to both EMEDs engagement sessions and measures announcements along with our members first impressions of how the meetings with EMED went.

I have also gone through the feedback, because of your comments not Just about Mark's and Nikki's attendance but in general to understand about the level of support and direction members have received so far from the GMB Union.

I have to say the very positive comments both around Mark and Nikki's approach, in no way align with your criticism of them both other than, to explain that it might be as of a result of your possible disappointment of their asking questions (that our members asked them to, and are of a serious concern in light of the changes proposed) resulted in that the EMED panel found it difficult to answer either because they were poorly briefed, or that some of the proposed measures could even be potentially unlawful, if contractual changes are forced through, by not consulting on them fully, or your purely seeking to exclude those representatives that members would wish to have support them during negotiations and briefings, or in fact we note by later seeking to make further changes contained within or connected to your measures letters that we would argue are directly linked to the TUPE and proposed measures and therefore not a potential lawful ETO rationale after transfer.

You have I note still chosen not to confirm that Trade union recognition will just automatically transfers on April 1st, whilst of course I would suggest it makes good business sense on your behalf having us within a structured recognition agreement, covering all matters which might result in disagreements between our organisations on occasions going into the future

Of course, while I'm fully aware that you will I'm sure know that regardless of recognition, your staff and our members have the statutory right to be accompanied to formal meetings and hearings by the trade union of their choice.

Along with that we can present arguments against formal changes and pay claims regardless of you either accepting us as recognised after transfer or even in an extreme should you refuse to meet with us, as long as our membership are willing and have voted in a formal Civica ballot to take action after we have provided you with all the formal notice's and paperwork required currently under the legislation and regulations, without the need to exhaust agreed internal procedures under any recognition disputes resolution process.

During any Transfer of undertakings, It is equally important that as Head of People Mobilisation & Change you are seen by those being TUPE'd into the company equally as having as much credibility as I expect you are seen by the operational managers and directors of EMED.

But the lack of information and the absence of plausibility in responses by EMEDs TUPE team to questions, and concerns raised by your future staff and our members at meetings, using the GMB to speak on their behalf does little to assure those experienced NEPTS transferring employees that you are going to be looking after their interest and that of the patients ahead of company profit from April 2025 onwards.

Their SCAS AFC terms and conditions and Pay are both warranted and well deserved as a result of years of Training, affording them a wealth of accumulated knowledge and skills to use in delivering the best overall patient experience possible.

Experience that is currently linked and recognised by their Job titles and banding arrived at through tried and trusted NHS evaluation process, is currently the matter of a dispute with SCAS as the GMB Union are looking to have them upgraded from Band 2 to a minimum of the top of band 3 prior to transfer, that dispute if SCAS continue to delay not just the implementation but the expected back pay element of any such dispute will lawfully transfer to EMED to settle and fund, unless SCAS agree prior to April 1st that they will meeting the cost when settled.

There are also concerns that your abandoning adherence to a contractual obligation going forward of both their link to AFC job role banding, by instead choosing to align them to EMED job titles which are, (from what we can see and have been provided to GMB by members already working for EMED across various contracts) clearly not required to be as high a standard either in its training requirements and resultant qualifications, for the transferees.

If we then also look at your refusal to honouring their current contractual AfC yearly pay awards going forward, instead favouring a move towards the E-MED group pay review, (a review in 2024 which I'm told at the meetings was confirmed in resulting in no tangible pay increase for staff) means that our members inability to budget from year to year will of course be affected without both AFC pay awards and Pay levels will leave many either struggling to gain access to Mortgages, credit at best and in work poverty at worst.

Failure to provide assurances about our members remaining within the NHS pensions scheme is extremely worrying as your own defined benefit pension scheme is simply just not comparable either in employer contribution or the additional NHS contribution they currently receive as a top up.

The period that you have at meetings defined as the time scale for potentially gaining entry to the NHS scheme seems hugely exaggerated from the 2-3 months applications for normal professional private providers often take, especially as I assume its not your first transfer of NHS personnel into the company.

Base stations, and changes to working rota's will also appear to be a potential point of contention that will need settling.

The GMB of course would much rather discuss and seek to find solutions which enable our members not to suffer a detriment resultant from the upcoming transfer and mobilisation, but I also need to clarify that not being able to meaningfully consult on decision to date which look to be being made

purely based on the pure profitability of the company by looking to diminish and dismiss staffing on-costs with one wave of the hand, does need to be challenged.

So we will, to protect our members position look to carryout all GMB internal consultative steps and procedures around an formal industrial dispute over the coming months prior to the transfer date.

In the first instance notifications will go to SCAS as the current employer in light of the failure to support the reversal of the banishment of GMB Representatives at SCAS facilitated meetings with EMED and the result disadvantage and failure therefore to consult meaningfully around the proposed changes within the current draft measures letters.

Although these processes do not in themselves constitute a formal ballot for strike action it does satisfy the GMB southern regional requirements, which will allow us to do so upon transfer on April 1st unless our members see a change to both EMED's approach and proposed measures commence an Industrial action ballot.

Of course, although I would write to you under sperate cover should it be necessary It would mean subject to the legal framework under the current Trade Union and Labour Relations (Consolidation) Act 1992 Section 226A we could see industrial action throughout parts of April, May, June and onwards throughout 2025 to protect our members current terms and conditions.

GMB would be happy to meet and discuss of course all the points I raise, or as and when things develop should it suit you over the coming months.

Regards

Gary

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From: Justine Vaughan
Sent: 16 October 2024 09:42
To: Gary Palmer
Cc: David Bradford
Subject: FW: EMED Group – meetings

Dear Gary,

I write to acknowledge receipt of your email addressed to Deena Chouhan, Head of People Mobilisations and Change and request that any future correspondence relating to your concerns regarding GMB and EMED's relationship and/or the TUPE process we are managing is sent to me personally.

Given the issues you raise below, can I suggest that we arrange a meeting to discuss as we are extremely concerned with not only the tone of your email but with the allegations you make regarding the conduct and intentions of our team during recent colleague engagement sessions.

We are also very disappointed to see that you have already taken action to publish a release on your website regarding the transfer of existing NHS staff for Sussex, Berkshire, Oxfordshire and Buckinghamshire to EMED, which I must point out is totally inaccurate and concerning that you would take such approach before understanding the facts and affording us the opportunity to respond to questions we were unable to answer on the day. For reassurance, we are fully aware of our legal obligations under TUPE and have no intention of falling foul of protecting contractual terms and conditions, therefore such statements are particularly unhelpful and unreasonable in our opinion.

We look forward to hearing from you regarding your availability so that I can schedule a suitable date and time for myself and David Bradford, Patient Care Managing Director to meet with you.

Finally, we would also appreciate having sight of any existing agreement between GMB and SCAS prior to our meeting. Despite having requested this previously this has still not been provided so we remain unclear of your current working relationship which is important.

Kind Regards,

Justine Vaughan
Group Chief People Officer

From: Gary Palmer
Sent: 17 October 2024 11:48
To: Justine Vaughan
Cc: David Bradford; Mark Turner
Subject: Re: EMED Group - meetings

Dear Justine,

Thank you for your response, the contents of which I note and I'm sorry you appear disappointed and somewhat vexed with my reply to Deena.

I don't recall having made any comment or allegations regarding the conduct and/or intentions of your team, unlike those made directly by Deena in which she reports 'inappropriate behaviour

demonstrated and as observed by others on 3rd and 8th October 24' and 'conduct which I and others who commented were unprofessional and disruptive'

What I did mention was our members doubts after we went through the comments we sort after meetings around both the credibility and professionalism of EMED with it seems the company's inability to be able to answer straight questions and concerns by providing any assurances and/or guarantees to transferring staff will certainly have especially when transferring out the NHS into the private sector unsettled many.

Being badly or not briefed on the TUPE, together with a combination of the use of deflection and implausible responses, especially to staff who may have been in this position before has meant therefore that they don't as of yet consider you as having their best interests at heart, simply raising anxiety the group

Being able to as a transferring new staff member making any sort of informed decision about both having a future with EMED and understanding any changes to working practices, policies and procedures that come along with that transfer can only be based upon having all the full and relevant information to do so.

To date that hasn't happen and people are rightly worried that you either don't know yet what they are yourself, or not as of yet prepared to say, so people are rightly concerned and in need of some clarity.

Bringing matters like this to your attention and challenging company's on behalf if needs be and members require us to do so is exactly the role of Unions and I've no doubt that we will see this happen throughout the length of this contract and onwards at times, but how unions or in this case the GMB approach to how we operate to do so is entirely reflective of the organisations and working relationship with them that we deal with.

By that I mean where we have mutually agreed recognition agreements that include issues around pay, terms & conditions and disputes being raised and dealt with within formalise processes, structures and procedures, and everyone is aware of what is expected of them throughout all of those stages.

Alternatively, we also have employers choose to not work us within any such framework or formal agreement, it of course doesn't mean we can't still raise pay claims an oppose changes to T&C' etc, it just means that disputes are usually more disruptive and more public as trying to reach any agreement only follows a period of industrial unrest, aimed at bringing both side to the table, to talk.

Please find attached a copy as requested of what will be the new agreement between SCAS and the Unions as final T's are crossed and I's dotted prior to transfer as the previous versions were both fragmented and varied and unfit for purpose across a number of areas and services within the trust, although it won't potential fit and satisfy EMED's needs after any transfer from organisation to Organisation the principles within the agreement would.

Whilst as you will be aware scheduling multiple peoples diaries can be difficult, I do agree that if we are to seek to discuss matters in detail a face-to-face meeting would be possibly be the best way to do so.

Either EMED's Redhill Aerodrome or GMB's Chessington Office would I suggest affording the best sites to do so, but as for any November dates I will have to get back to you after discussing availability in the

first place with Mark Turner who will be accompanying me, along with his needs and required support with his visually impairment to do so.

Kind Regards

Gary

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