
*ERS' determination of whether the **Council** and **governance committees** were informed about the details and impacts of the deal in a way that enabled them to make an informed balanced judgement for their decisions*

In responding to this question, we have looked at the information provided to both the Council and the TU Committee, evaluated the understanding that members of these groups had with regards the details and impact of the deal, and considered the decisions that each group was tasked with making.

The primary task of scrutinising the deal within these groups was with the TU Committee whose role was to agree the framework in principle and recommend it for member consultation.

The Council's role was to decide whether to endorse the TU Committee's recommendation. Minutes from Council meetings on 4th / 5th April and 12th May 2018 show updates and briefing on the pay deal. In addition, there were weekly updates from the end of March by the Chair of Council.

Although other committees such as the UK Representatives committees form part of the structure of RCN, these bodies did not make decisions relating to endorsement of the pay deal agreement and they have therefore not been considered for this part of our reporting.

Two key meetings were held to inform Trade Union Committee members of the details and impacts of the deal, on 7th February and 7th March when presentations of the deal were made by the Lead Negotiator. The minutes of the first meeting reflect that the impact of the pay structure reforms on each pay point in every pay band and the anticipated provisional funding envelope available were explained. The second meeting minutes record that a line-by-line briefing on the agreement was included, highlighting the key objectives of recruitment and retention, pay progression, releasing capacity and encouraging greater consistency of terms.

Interviewees have contested the accuracy of these minutes stating, for example with the 7th February, detail around pay points every band were not discussed in detail. Similarly, for the second meeting, that the briefing on the framework agreement was not line-by-line but referenced specific pages only.

Evidence of tabled papers has been presented for review from the 7th March meeting. These show guidance documents of pay scales following proposed reform and sample transition progressions for two pay bands across the three-year time frame.

There is a mixed view amongst the attendees of the meetings as to whether the information provided was clear and objective. Interviewees felt that, in hindsight, the information could not have been clear enough if details of implementation (relating to when the 3% pay rise would occur) were lacking. All four interviewees from the committee stated that, at the time of making their decision on 7th March, they understood the deal to mean all staff would receive a 3% uplift from 1st April 2018.

Given that the technical information on how the deal would be implemented was not available until NHS Employers published the information on their website in the second week of July, ERS concludes that accurate detail was lacking from presentations that informed committee members. As attested during interview, the Lead Negotiator's focus had been on the overall shape of the pay deal and, should it be accepted, the outcomes of the hard work that had gone into negotiating it would be the pay rises and pay structure reform that would be achieved over the course of 3 years.

The framework agreement itself includes tables of individual pay journeys for each pay point and the increases to salaries in each financial year, shown as final salaries. Owing to lack of clarity on the mechanics of implementation at this stage – and because hard figures exist in the agreement relating to a 3% pay increase for top-of-band members in the first year - our opinion is that misunderstanding of the pay deal emerged and this prevented decision makers being informed of the details and impacts of the deal to allow for balanced judgement.

For example, understanding that the pay uplift in April would be less than 3% in order to achieve an accumulative 3% gain once the incremental pay step was complete would have informed decision makers as to the short term impacts of the deal for members. Coupled with this, understanding that a member with an increment date later in the year would not receive a minimum 3% extra in pure cash terms over the previous (pre-deal) year¹ would have given a counter balance to the advantages of the headline increases. Whilst this level of detail did not appear to be available at this time, highlighting this gap in knowledge to committees and Council members would have informed their thinking.

In addition, some of the detail appeared to be filtered from decision makers. For example, an 81-page document of the journey at every pay point was provided to the Executive Team but not the Trade Union Committee. Information in this document shows technical detail on the deal including comparison between the pay rises of recent years (1% pay uplift per annum plus incremental rises) and the proposed deal, expressed as percentages and cash terms.

Whilst careful consideration would have been advisable to ensure decision makers were not overwhelmed by information, entrusting this detail in a stepped fashion and allowing time for it to be digested and understood, would have allowed more complete information to be scrutinised. Tables in this document provided a breakdown of the percentage gain at each pay point compared to the existing deal and we believe understanding this variation is important for decision makers. For example, from the start of the deal a member at band 5 point 18 will be 0.49%, 0.60% and 0.17% better off at the end of each year (respectively) over current expectations. Whereas a colleague at point 19 of the same band in the starting year will be 0.50%, 0.60% and 7.53% better off in each year under the proposed deal compared to current expectations.

Another key reason for questioning the objectivity of information presented is the belief by various staff, including those within the Trade Union Committee, that presentation of the pay deal was a 'sell'. That is to say that those responsible for presenting and communicating the deal were biased in favour of achieving it. This notion is supported by a briefing from the Lead Negotiator to the Chair of Council on 21 February which includes the passage:

"If the unions (this means Unison and/or RCN for all practical purposes as the two biggest trade unions) are not able to go out to members with a positive recommendation to members the Treasury will...consider it too risky to proceed and the framework will be off the table".

Alternate options to accepting the deal were not made, but substituted with the assertion that this was the best deal in the current economic climate under a government of austerity. ERS believes that exploring the detail of alternate options to not accepting the proposed deal, in its current form, would have enabled decision makers to weigh up the merits of the draft framework against these alternatives.

Since the Lead Negotiator was responsible for presenting the framework to decision makers and maintained during interview that it was the best deal available at the current time, ERS believes a conflict of interest exists in their role of presenting and aiding communication of the deal. There did not appear to be sufficient checks and balances in place for this role, or fact checking of the detail to ensure accurate and objective information. For example, tables of the pay journey (as shown in the framework agreement) show two pay points where members will receive less than a 3% pay rise by the end of the first year, yet the majority of Council and Trade Union Committee presented with the proposed deal understood it to mean that all members would receive a 3% uplift from 1st April 2018.

This weakness in the rigour of testing and checking details must lie within the reporting line to the Director of Member Relations who the Lead Negotiator reports to and who is accountable for Trade Union strategy and

¹ As presented by the Director of Membership Relations using tables in an email to the Chief Executive and General Secretary 26.07.18

content, as well as being the communications lead. Ultimate accountability is with the Chief Executive and General Secretary.

It is less clear from the evidence as to the level of detail that was presented to Council members, however responses to the review show a common understanding that a pay increase of a minimum 3% would be achieved in the first year with differing views on the effects of incremental pay steps.

In summary, ERS determines that Council and governance committees were **not** informed about the details and impacts of the deal in a way that enabled them to make an informed balanced judgement for their decisions for three reasons:

1. Full information on the detail and impacts of the deal were not presented in an appropriate and timely manner. This includes an absence of highlighting information that was lacking or yet to be clarified.
2. Presentation of the deal was biased towards its acceptance.
3. Alternative options were not presented and even when questions were raised alternatives were not explored.

*ERS' determination of whether the **Chief Executive & General Secretary** and the **Executive Team** were informed about the details and impacts of the deal in a way that enabled them to make an informed balanced judgement for their decisions*

A key meeting for informing the Executive Team on the detail of the proposed deal was a teleconference on 2nd March 2018, called by the Chief Executive & General Secretary.² This was prior to the TU Committee's meeting on the 7th March, where the deal was agreed in principle, and allowed the group to scrutinise the framework ahead of the committee's endorsement in principle.

The overall context and shape of the deal, together with the original mandate set for entering talks were already familiar to the group, as documented in Executive Team minutes, agendas and papers shown in evidence dating back to 2016³.

The group was presented in advance of the teleconference with documents relating to the pay deal⁴ including:

- i. Draft framework agreement
- ii. 81-page document setting out the individual pay journeys for every pay point in the current structure.
- iii. Comparison chart showing the entry rates and top of band salaries in year three of reforms
- iv. Chart showing the value of one day's annual leave for each pay point so this can be compared with the pay journey values⁵.

The Lead Negotiator attended the meeting to summarise the working and implications of the 81-page document. This document provided a level of technical detail not available to the TU Committee for their decision making, which, as well as specifying the pay journeys for each pay point, compared pay increases for the draft deal with the existing annual 1% pay rise and incremental increases.

The Lead Negotiator used slides to present the details. The Chief Executive & General Secretary had previously prohibited the use of papers at Executive meetings in the hope this would lead to more discussion rather than following prescribed text. At least one Executive Team member attested to the limitations of scrutinising facts and figures when they are being presented on a slide display as opposed to documents in front of them, and this adopted approach may have made it harder to seek out anomalies.

As highlighted in the previous section with regards to the way in which the Council and the Trade Union Committee were informed of the details and impacts of the pay deal, specifics on the way in which pay rises would be implemented were not available at this stage and the Lead Negotiator's focus was on the overall impact of the deal during the three years. This overview sought to provide the macro benefits of the pay deal but neglected to consider the short term aspects which have been the source of misinformation to members about how pay rises would be delivered.

The allotted time for the Lead Negotiator to go through the tables and graphs during this meeting was limited to one hour by the Chief Executive & General Secretary. Although technical information was provided, this limitation is likely to have restricted scrutiny from the group on these aspects.

Subsequently, the time limitation and lack of paperwork in the meeting room inhibited the way in which the group was informed. According to interviewees two Country Directors in the Executive Team were closed down by the Chief Executive & General Secretary when they attempted to question the figures in the framework in relation to the increases members could expect.

² 27 February Executive Team meeting minutes: 'JD asked for an urgent meeting with ET to discuss the pay framework agreement. Josie Irwin to attend.'

³ As summarised in 'Pay discussed at ET during period 12th January 2016 – 3rd July 2018' presented for review.

⁴ 19 February email sighted from the Director of Membership Relations to Executive Members not based at Cavendish Square.

⁵ The proposed deduction of one day's leave for all staff was subsequently dropped by the government and did not form part of the final framework.

As with the Council and TU Committee, whilst being informed on the deal there was a focus on the pay rise members would achieve at the end of each year and their final salary position after three years. The specifics of how the deal would be implemented in the short term (the impact on members' wage packets within the year) - or understanding of the gap in this knowledge - was not explained. Consequently, both the Chief Executive & General Secretary and Executive Team members interviewed during the review stated that following the 2nd March teleconference they understood the proposed deal to mean a minimum 3% rise for all members in 2018/19 but did not know the specifics of how this would be achieved in terms of the split between pay uplift and incremental step increase.

In summary, ERS determines that the Chief Executive & General Secretary and Executive Team were not fully informed about the details and impacts of the deal in a way that enabled them to make an informed balanced judgement for their decisions, since:

1. Full information on the detail and impacts of the deal to members in the short term was not presented and the fact this information was unavailable at this time was not clearly communicated.
2. Presentation of detailed information of pay journeys to the Executive Team was limited to an hour, relied on slide presentation rather than documents and there is evidence of closing down scrutiny and questioning by the Chief Executive & General Secretary.

ERS notes that more detail of the impacts of the pay deal were available to the Chief Executive & General Secretary and Executive Team than available to Council and the Trade Union Committee but the delivery of this information and the ability to question it were impeded.

*ERS' determination of whether the **membership** was informed about the details and impacts of the deal in a way that enabled them to make an informed balanced judgement for their decisions*

The campaign to educate and inform members about the framework agreement commenced in March 2018 and the membership consultation period ran from 23 April to 5 June, when members were asked to accept or reject the pay deal via an online vote.

A range of media was used to disseminate information including video, webinars, online tools, social media, FAQs, via 'pay champions', bulk email, blogs, presentations at branch meetings, RCN publications, and print leaflets and posters.

The key message repeated during the campaign was that members working for NHS England would get an increase of 'at least a 6.5% over three years'⁶. This was supplemented with information regarding the first year of the deal, 'with 3% of that in the first year'⁷ or which quoted the maximum increase of 'up to 29%'⁸.

Communication strategy was led through the Pay Working Group as shown in minutes from their meetings. RCN Regions were pivotal in communicating the message from central office, for example through staff representatives at local meetings and workshops. Information was shared informally between regions and feedback provided to central office, for example in the form of questions from members requiring escalation. Regionally, it was noted during interview that there was no formal process to agree communications, with different approaches used throughout the campaign.

Amongst the messaging from central office there were examples of factually incorrect assertions of the 3% uplift for all members from 1 April⁹. This would in fact only apply to members at the top of their band and information on how the deal would be implemented for the rest of the workforce, in regards to the initial pay uplift, was not available until NHS Employers published figures on their website after the consultation, showing the uplift for these members would be 1.5%.

Prior to the consultation the message from RCN to members focused on the 6.5% pay rise over three years. Therefore, up to this point members were provided with accurate information from RCN in relation to the implementation of the deal in Year 1. The NHS pay deal 'mythbuster' feature, for example, that appeared in April's publication of Activate is accurate and clear throughout, although it does not specifically tackle the issue of implementation (i.e. there is no mention of what happens in Year 1).

There were, however, some instances in which the information was not presented clearly. For example, the pack that was sent to Pay Champions two weeks prior to consultation stated that "Payments will be backdated to April 2018 and you will see them in your pay packets in the summer."

Further examples of misleading and incomplete communications were found during the consultation period. The survey itself stated that "...we expect that year one increases will be paid in July salaries, backdated to April." This phrase evidences the uncertainty at the RCN about how the deal was going to be implemented.

Instances of inaccurate information first appear in the build up to Congress. This may be attributable to the attempt to simplify the message noted in the 24 April Executive Team meeting when the following phrase was attributed to the Director of Membership Relations 'Messages on pay have been altered in response to member responses but they need to be less complicated as some members still do not understand the pay deal'.

⁶ <https://www.rcn.org.uk/news-and-events/news/voting-opens-on-nhs-pay-deal-for-england>

⁷ Joint unions' website: <https://www.nhspay.org/10-reasons-to-back-the-offer/>

⁸ <https://www.rcn.org.uk/news-and-events/news/new-nhs-pay-deal-for-england>

⁹ RCN Magazines (May 2018) – Janet Davies Editorial

A key document at this time is the briefing that went to Joint Reps one week prior to Congress. This pack contained an explanation as to how the deal was to be implemented. This description states that “The deal is... more than double the 1% cap in 2018, the first year of the deal 3% ... **plus**¹⁰ an increase from incremental reform for some.” This appears to be an example of RCN communicating inaccurate information to members, as the 3% rise includes the increases from incremental reform for those eligible.

This continued beyond the consultation period until the correct details were known¹¹. Other examples include the publication of Activate in June in which it stated that ““You'll get 3% more... from the end of July... backdated to April. But it depends on your incremental rise. If it was between April & July, you'll get that additional increase too.” Any member reading this may have assumed that they would get their increment rise as well as the 3%, something we now know was not the case. A review of a sample of communications coming from RCN to members between the start of consultation and the 23rd of July suggests that the vast majority of communications were unclear in relation to the issue of 3%.

The uncertainty and the belief that 3% uplift was due for members in addition to the incremental rises is seen in emails from the Lead Negotiator in May, June and July:

1) An email from an RCN member (dated 11 May) highlighted difficulties in using the pay calculator, and requested clarification regarding increment dates and the implementation of the pay increase. The response to this member was provided by the Lead Negotiator and relayed through the Customer Service Centre Administrator who responded to the email:

“We can't be transparent about how this will work in practice because payroll experts are still working out the mechanics, but we think it means [the member enquiring] will receive the 3% that everyone gets with effect from 1st April, and the remainder of the money due from incremental reform with effect from [their] increment date in September”.

2) On 29 June, in response to a branch Chair enquiring on behalf of members asking for advice on ‘incremental uplift’, the lead negotiator responds:

“• The way the deal will work is that everyone will get the percentage ‘pure pay’ uplift on 1st April.

• If they are not at the top of a pay band, they will get the benefit of whatever incremental increase they are entitled to from the date of their increment....

• ...So, looking at the calculator, our member on pay point 31 paid £37,777 now will get 3% when the pay award is paid in July or August - backdated to 1st April.

• Then from their increment date they will get the rest to take them to £39,656 for the rest of 2018.”¹²

3) On 13 July, the Lead Negotiator sent an internal email to staff including Regional Directors, Regional Communications Managers and the communications team setting out when members can expect their 3% uplift with reference to additional incremental increase:

“Pay day – what will staff receive in July pay packets?”

• Members employed by the NHS in England can expect to receive their 3% uplift in July's pay packet, however the back pay (covering April to July) and any incremental increase due in this period will be paid in August.”

¹⁰ Bold emphasis from source material

¹¹ For example, RCN Bulletin (July 2018) ‘Nursing staff working for the NHS in England should get at least 3% more in their pay packets this month’.

¹² Underlined text is auditor's emphasis

Another inaccuracy with the message informing members they would receive a minimum of 3% in the first year of the deal, was that two pay points in middle bands will only receive a 2.5% increase during the first year¹³.

The majority of information conveyed to members about the implementation of the deal after Congress was inaccurate (probably a result of an attempt to simplify the message). However, all the messages reviewed by ERS did direct members to the RCN or the NHS pay website where further information on their individual circumstances was available.

As attested during interview, the campaign used general headline terms since the nature of the deal meant members would be impacted in different ways. A secondary message was to point members to a pay calculator tool to understand their individual 'pay journey'.

The initial version of the tool, produced by the joint unions and available during the consultation period, displayed total increases for each financial year (combining uplift, increment step and reform as appropriate) and was not sensitive enough to take account of individual increment dates. For members at the top of their band this was not an issue since the full increase would be effective from 1 April each year. However, the information presented lacked detail for members who had not reached this point as it failed to give specifics of how the deal would impact pay packets with regards the April uplift and subsequent incremental increase. A message below the total cash uplift and percentage increase figures highlights the deficiency, 'this shows the combination of pay awards, reform and incremental progression.'

The calculator therefore allowed members to see an overview of their salary increases but not the detail of when increases would apply and how pay packets would be effected within the year. As attested during interview, lack of this led some members to incorrectly believe all increment dates would be reset to 1 April upon implementation of the pay deal or that, more generally, the full benefit of the pay deal would be received immediately by staff. This information did not clearly show that some members would receive the balance of their pay increases later in the year, up to 11 months for those with a March increment date.

One aspect ERS considers important to facilitate informed balance decision making is for members to compare the proposed deal with that of previous arrangements and current expectations. In their meeting of 7th March the Trade Union Committee agreed that, "full information would be provided to support the consultation on the value of the framework for members over the three years of the agreement and compared to the expected 1% plus contractual increments through the current Pay Review Body process".

Comparison tables exist on the joint union website showing the percentage difference between the current and proposed agreement for each. However, these tables are not clearly sign posted, they are buried in separate website pages to the calculator page through a link with (example reference), 'to see more detail about what would happen to band 4, please click here'.

Furthermore, the tables are presented separately for each band so a comparison of the deal at all pay points is not available in one place, and pay point 23 at the top of band 5 (with 84,600 staff) is missing.

By example, the range of differences displayed in the tables between the current and proposed deal for three pay points in band 5 and 7, together with the approximately number of staff affected at that pay point¹⁴ is shown below:

| Band | Pay point | Difference between Current System and Proposed Deal (after 3 years) | Number of staff |
|------|-----------|---------------------------------------------------------------------|-----------------|
| 5 | 16 | 6.64% | 24,600 |
| 5 | 18 | 0.17% | 20,300 |

¹³ Figures in the tables in the framework agreement equate to a rise of 2.5% in 2018/19 for staff at band 3 point 8 and band 4 point 15.

¹⁴ Also provided on the pay calculator website (NHSpay.org)

| | | | |
|---|----|--------|--------|
| 5 | 22 | 3.37% | 24,300 |
| 7 | 26 | 11.56% | 5,400 |
| 7 | 30 | 6.84% | 8,700 |
| 7 | 34 | 3.37% | 49,300 |

An analysis of the data can be presented in different ways, for example a summary of the difference between the proposed deal and current expectations grouped into percentage gains¹⁵ by number of staff gives:

| Number of staff | Difference between Current System and Proposed Deal (after 3 years) |
|-------------------------|---------------------------------------------------------------------|
| 57,300 (24 pay points) | <3.0% |
| 644,300 (34 pay points) | 3-4% |
| 153,800 (14 pay points) | 4-10% |
| 85,800 (7 pay points) | >10% (up to 13.5%) |

This type of analysis could have proved useful for objective summarisation, comparing the proposed deal against the current system.

ERS believes that failure to inform decision makers of information that compared the current system with the proposed deal in a clear succinct manner, hindered informed balanced judgement as it failed to provide clear context to the headline gains, including the 6.5% and 29% figures used in during the campaign.

As noted in the previous sections, the objectivity of information presented is the belief by staff interviewed for review that presentation of the pay deal was a 'sell' and a requirement from the Department of Health was for trade unions to recommend the deal their members in order to keep it on the table.

This theme continues through to communication to the membership since those responsible for the content of the message where the same individuals that were involved in presenting the pay deal internally, namely the lead negotiator, Director of Membership Relations and Chief Executive & General Secretary¹⁶.

Communication during the campaign stressed that the deal was 'the best deal that can be negotiated in a time of continued austerity'¹⁷. An extended list of the disadvantages of accepting the deal was not provided to give a balance for decision makers. It is important to note that RCN was one of thirteen trade unions involved in the NHS pay negotiations and that all of the trade unions, bar one, recommended the deal to their members. By contrast, the GMB recommended their members reject the deal and the media cited reasons such as the deal meaning a real terms pay cut for top of band members¹⁸, it only applying to direct NHS employees¹⁹, removing the system of automatic annual pay progressions²⁰, the government's weak position²¹. There was a wide level of support from all other NHS unions (apart from the GMB) about the deal and therefore it could be concluded that the deal would have been implemented whether the RCN membership had voted in favour of the deal or not.

Whilst ERS has not tested the validity of these claims, which may be dismissible, there is little in the way of negative impacts presented to RCN members to help provide a balance for decision makers. As such, the communication sought to inform members about the benefits of accepting the deal.

ERS, based on research into the evidence provided and the interviews within the scope, determines that the wider membership was **not** informed about the details and impacts of the deal in a way that enabled them to make an

¹⁵ The mode average was 3.37% and is reflected in the percentage grouping used for this illustrative example.

¹⁶ See section XXX on page xxxx

¹⁷ Bulletin – May print issue and online feature published 23.04.18

¹⁸ GMB newsletter March 2018

¹⁹ Ibid

²⁰ Ibid

²¹ www.uniterankandfile.org/reject-nhs-pay-deal/

informed balanced judgement. Although much of the messaging was accurate and members were pointed to tools to help them assess the deal for themselves, ERS finds that:

4. Some factually incorrect information was presented to members at points in the communication campaign, particularly after Congress.
5. Clear and succinct comparison of the proposed deal versus the current system was lacking and this hindered informed balanced judgement amongst members and prevented clear context being applied to headline figures such as '6.5% over 3 years' and 'up to 29%' figures used during the campaign.
6. Presentation of the deal was biased towards its acceptance and alternative options were not explored.

Overall findings and observations

Recommendation

1. There were inherent complexities in the pay deal that made effective interpretation and communication challenging for all stakeholders.

RCN should carefully consider how to proceed with future negotiation involving pay rise and pay structure reform, understanding risks and weighing up the implications.

A risk based approach should be adopted for the negotiations to mitigate against the complexity of the negotiated framework impacting the decision making and communication processes.

There should be appropriate high level sign off on the approach to negotiation.
2. Although composed of previous Council members and other experienced, accredited representatives across the UK, the Trade Union Committee was newly formed and this limited their ability to effectively fully scrutinise and evaluate the complexities of the deal.

RCN should always consider as part of a risk based approach whether additional support and resources are required for individuals and governance structures during the development and taking of critical decisions such as agreeing new pay frameworks.
3. The focus was often on the headline figures of the pay deal which led to less focus on how the deal would be implemented and affect the pay packets of individual members in the short term.

Controls should be implemented to facilitate decision making, ensuring all available information is provided and there is adequate time to review it.

Where documents are classed as confidential adequate systems should be in place for secure distribution. In facilitating decision making, pay deal proposal should be broken into components for ease of scrutinising and communication:

 - i) headline aims
 - ii) detail of framework
 - iii) implementation detail
4. The onus to achieve the pay deal was placed on the Lead Negotiator who reported to the Director of Member Relations who in turn reported to the Chief Executive & General Secretary. It was the Lead Negotiator whose role carried through to presentation of the pay deal to decision makers, providing content and informing the communication strategy, and handling member enquiries.

The risk of placing the onus on a single individual should be reviewed to mitigate against potential conflict of interest or polarised outlooks. The reporting lines should provide challenge and support.

There must be a clear separation of roles with appropriate checks and balances instigated.
5. The details of the implementation of the pay deal were not completely scrutinised and this may have led to incorrect assumptions being made regarding how and when members would benefit.

Ensure governance structures are serving their purpose to facilitate scrutinisation of detail, including independent analysis and fact checking.

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6. Technical information including comparison of the proposed deal against current expectations (the 'counterfactual', defined as 1% uplift plus incremental increases) at all pay points was not shown to the TU Committee. Scrutiny of this material was limited within the Executive Team.

Allow comparison of proposed changes with current arrangements or expected scenarios to ensure proposed increases to be contextualised and allow for informed and objective decision making.
 7. The way in which some members were impacted by the deal did not meet their expectations. Some members were also confused about the detail of the pay deal. This included their understanding about pay uplift and incremental rises, and the timings of reform to pay structure. Two middle band pay points with a 2.5% increase in the first year of the deal against the commonly held belief that all members would receive a 3% increase during this time.

Early involvement of the wider membership in the development of a negotiated position is highly desirable to ensure that the complete impact to members of its implementation can be discerned.
 8. The Pay Working Group had a central role in facilitating decision makers including through communication strategy. It reported to the Chief Executive & General Secretary by-passing the Executive Team.

There should be a clear distinction between the roles of formal and informal advisory groups, with appropriate reporting and sign off.
 9. Changes to the governance structure during the Chief Executive & General Secretary's tenure meant that governance and communications responsibilities were assumed under broader structures and there were no longer specific directors responsible for these two areas.. Consequently, there was misalignment of skills and roles in some areas, and other choices such as the limiting of papers to allow more discursive Executive Team meetings may have hampered good governance.

There should be oversight of groups and roles to ensure good governance is being maintained including the appropriate alignment of skills and roles.
 10. The incomplete information in the pay calculators undermined the RCN's efforts, who used the calculators as a reference point, to communicate the detail of the deal to individual members.

RCN should review procedures to ensure clear lines of accountability, responsibility and consultation are in place for developing communications tools and products of this kind.
 11. The pay deal was presented as 'take it or leave it' with warnings that the government would walk away unless it was positively recommended. Options were not fully explored to weigh up the pros and cons of potential scenarios.

RCN should undertake options appraisals to evaluate potential outcomes and aid decision making.
 12. A gap in communications leadership hindered development of an effective communications strategy to clearly explain the impacts of the deal to members.

ERS recommend a review of the communication leadership during the pay deal. Signoff appears to have come from the Director of Member Relations or Chief

RCN should review the communications function and where it sits in the governance structure. This should ensure there is an appropriately skilled single point leadership of the communications strategy with the aim of having an 'owner' of consistent communication, with clear separation of duties and expertise in the communications field at executive level.

Executive & General Secretary with content provided primarily by the Lead Negotiator. There was intervention from the Chair of Council. The Director of Member Relations had responsibility for ensuring the communications across England on the pay deal were accurate and consistent.