

## **Report to Joint Consultative and Safety Committee**

**Subject:** Current staffing issues (Standing Item)

**Date:** 12 August 2014

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### **1. Purpose of the Report**

This is an information item highlighting to the Committee, any issues of particular interest that relate to the council's workforce.

### **2. Summary of current issues**

2.1 Cultural change programme; in order to best equip the organisation to deal effectively with the changes that lie ahead, a programme has been defined to help embed positive behaviours into the workforce. This programme will be led through the Senior Leadership Team and the Service Managers' Group. The first meeting to begin to work towards this was held on 26 June. Subsequently the Service Managers' group has met to discuss their perceptions of workplace culture and this is to be fed into a meeting with the Chief Executive in order to help define a future practical work programme to take the organisation forward.

2.2 There is currently a dispute over the pay offer made for the current financial year. The Employers' offer is for increases of between 1.25% and 4.66% for those on the bottom six pay points and 1.0% for the remainder of employees. Employers have also stated that they will not accept any request from the unions to refer the pay dispute to ACAS for arbitration.

Following an official ballot, strike action was called for 10 July. Locally 41 employees took part in this action (approximately 8.2% of the workforce). It now seems likely that further action by Unison members will take place on 30 September although nationally, GMB has confirmed that they will not participate in such action.

2.3 Through successful joint working between this council and Newark and Sherwood DC and Rushcliffe BC, a bespoke Masters in Public Administration programme has been devised with Inlogov (The Institute of Local Government Studies at Birmingham University) with the launch event having taken place on 17 July at our offices. Each council will have allocated to it, about five places on the programme at a very advantageous cost when shared between the organisations. The aim of the programme is both to equip some of our most promising employees to help them deal with and contribute to the management of the organisation through challenging times and also to provide opportunity for those candidates to conduct practical project work to add value to the organisation through implementation of changed ways of working. The three-year programme is due to formally commence in September.

2.4 The collaboration arrangement between ourselves, Rushcliffe, and Newark and Sherwood councils encourages us to identify joint working opportunities. Where short-term or secondment opportunities are identified as being of benefit to one or more organisation, a protocol has been developed that sets out clearly, the terms of any such arrangement. Having this clarity will provide a benefit for the employees involved as well as the host and employer organisations. A copy of this protocol is shown for information at Appendix 1.

### **3. Recommendation**

The Committee is asked to note this report.

## **Gedling, Newark and Sherwood, Rushcliffe (GNSR)**

### **Protocol – Sharing of Resources**

#### **1. Introduction**

As part of the GNSR partnership the three authorities will work together where possible to share staffing resources to cover peaks in workloads and to share specialist knowledge. In some instances this may result in a member of staff being temporarily redeployed to carry out work on behalf of another authority within the partnership. Where this occurs the following protocols will apply.

This protocol has been put together to ensure a consistent approach is adopted when officers are requested to provide ad hoc, temporary or project based support to authorities within the GNSR partnership. In the event that a decision is taken to formalise a shared service arrangement within a particular service area the above arrangements will no longer be effective and a full consultative approach will be adopted.

For consistency the following terms will be used throughout this Protocol:

- . The employing authority will be known as “the Employer”;
- . The receiving employer will be known as “the Host”;
- . The officer that is redeployed will be known as the “Secondee”.

#### **2. Selection of Officers**

When a need for additional staffing arises authorities will contact one of the partner authorities to identify whether they are able to provide staffing support on a temporary basis.

The Employer approached will determine if there is appropriate staffing resource available that can be shared or seconded. The selection of the employee(s) to be seconded will, in the first instance, be a matter for the Employer to determine through their own internal arrangements. In the event that an officer identified by the Employer does not wish to be seconded due to personal and/or other circumstances they will not be forced to do so nor suffer a detriment as a consequence. Final suitability will be assessed by the Host following discussion, interview or some other method deemed by them to be appropriate. No detriment in respect to pay or conditions of service will be suffered by the Secondee.

### **3. Travel Time**

When officers are required to carry out work on a temporary/ad-hoc basis at a different Council within the GNSR partnership they will be entitled to claim any excess travel time over and above their normal travel to work time as part of their normal working hours –see example below.

Example:

Normal home to work travel time = 30 minutes.

Revised home to work travel time =60 minutes.

Excess travel time = 30 minutes to be incorporated in to normal work time.

### **4. Travel Expenses**

Travel expenses will be paid at the approved rates in accordance with existing arrangements in place at the employing establishment. Claims for travel should be made by the Seconded to their Employer in the normal way.

Mileage paid will be to cover excess travel incurred between the Seconded's home and normal place of work and home and temporary place of work only so far as this exceeds normal home to work mileage.

Members of staff travelling between sites for the purpose of work should ensure they are covered for "business use" on their car insurance.

All travel costs, including additional mileage to a temporary work site, will be re-charged to the Host employer.

### **5. Working Hours**

In circumstances where an officer is deployed to carry out work at a place of work other than their normal place of work and for an authority other than their employing authority, working hours will normally be the same (save for any additional travel time as referenced above). If, however, as part of the arrangement the Host requires the officer to work different hours, whether it be fixed office hours or to operate a more flexible arrangement in line with the Host's flexi policies, this should be agreed in advance between the Employer the Host and the Seconded.

### **6. Reporting Arrangements / Induction**

Whilst formal management reporting arrangements with the Employer will continue for officers temporarily seconded to other sites/authorities as part of the GNSR partnership arrangement, localised reporting arrangements will be agreed in advance of work activities commencing.

Where possible a meeting will be arranged in advance of work commencing between the Seconded and the supervising officer at the Host authority. Where this is not possible a formal meeting will be arranged with the Seconded on the first morning of the placement to take them through:

- . job role and expectations;
- . arrangements for monitoring and reviewing work activities during the placement;
- . local systems and policies (including ICT security policies);
- . timescales;
- . future attendance;
- . any other relevant matters.

## **7. ICT/Phones**

Arrangement will be made for the Secondee to use the Host's ICT equipment and facilities (e.g. phones) including access to any applications required to undertake their job role. The Secondee will be required to adhere to the Host's ICT policies and procedures.

## **8. Training**

Where an officer is seconded to another Council it may be necessary in some instances to provide them with on the job training. In these circumstances the Host will be responsible for providing this training. In circumstances where the Secondee is required to attend external training and a cost is incurred the Host authority will fund the training where it specifically relates to the work activity the Secondee is expected to perform. If the training is considered to be more generic and would benefit the Secondee in their substantive role a discussion should take place between the Employer and Host to discuss/agree funding.

## **9. Support and Communications**

### **9.1 Employer's Responsibilities**

Line managers from the Employer organisation will be responsible for overseeing placements and ensuring that any concerns raised by Secondees are addressed regardless of whether the employees' working times are split across their employing authority and the Host authority or they are working whole time in the Host authority. To this end regular review meetings will be set up and line managers will ensure that Secondees receive relevant communications and information in a timely manner.

Where a Secondee wishes to withdraw from the arrangement, they should raise this with their line manager as soon as possible.

### **9.2 Health and Safety**

The Host will be responsible for the Secondee's compliance with all duties in relation to health, safety and welfare at work in accordance with Section 53(1) of the Health and Safety at Work Act 1974 as if the Host was the Secondee's employer. The Host will issue or provide access to relevant health and safety policies and procedures which will govern the work of the Secondee.

### 9.3 Annual Leave

A Secondee who wishes to book annual leave should do so in the normal way through their line manager at the employing establishment. Where leave falls on a day when the Secondee should be working at the Host establishment, the Secondee will also be required to agree this arrangement in advance with the supervisor at the Host establishment.

### 9.4 Sickness Absence

A Secondee who is absent sick on a day when they should be working at the Host organisation should report their absence in the usual way to their line manager at the Employer organisation. The line manager will then contact the supervising officer at the Host establishment to inform them that the Secondee will not attend on that day. The line manager from the Employer organisation will then be responsible for managing the Secondee's absence in the usual way but it is expected that there will be appropriate communication with the Host, particularly if the absence is likely to be protracted.

### 9.5 Concerns regarding Capability/Conduct

If the Host employer has any concerns regarding the conduct or capability of a Secondee they should discuss their concerns with the line manager from the Employer organisation.

### 9.6 Grievances

If a Secondee experiences difficulties in the Host organisation, it will not be possible to raise such concerns through the Host's Grievance Procedures. Instead, concerns should be raised by the Secondee with their own (Employer) line manager as described in section 8.1.

Where serious concerns cannot be remedied to the satisfaction of any of the parties then changes to, or cessation of the secondment arrangement will be considered.

If the Secondee remains unhappy about the way that they have been managed by their own line manager within the secondment arrangement, including how concerns have been addressed, their own (Employer) Grievance Procedure will be open to them to pursue the complaint.

Complaints made by a Secondee about employee behaviour in the Host organisation will be investigated under appropriate procedures of the Host organisation in respect to its own employees.

## **10. Honoraria**

In circumstances where Secondees are carrying out duties at a higher level over an extended period of time it may be appropriate for the Employer to pay an honoraria payment in accordance with the Employer's terms and conditions. Ideally arrangements regarding honoraria will be discussed and agreed in advance of the secondment commencing between the line manager of the Employer and Host organisation.

## **11. Professional Indemnity and Delegated Authority**

In circumstances where officers are seconded to a partner authority to carry out functions on their behalf the Host employer will be liable for any action, omission or default of the officer who is seconded whilst performing those functions and duties.

Where the Seconded is exercising delegated authority on behalf of the Host, the Host shall ensure that the necessary approvals are in place for such delegation to be exercised. The Host will indemnify the Employer in respect of any liability direct or indirect arising from the exercise of said delegated powers.

## **12. Charging for Services**

Cross charging of services between the 3 authorities will be calculated on a simple basis to include the full staff cost (including on-costs) plus 10% as a contribution to other overheads.

The arrangements set out above are not intended to alter any current charging that are in place between the partner organisations.

## **13. Information Sharing Agreement/Protocol**

Please refer to separate documents. (Draft document currently being prepared)

## **14. Miscellaneous**

The above Protocol has been devised to ensure that a consistent and transparent approach is adopted to manage ad hoc, temporary or project based secondment support to authorities within the GNSR partnership.