



CabinetOffice

Mutual Aid

A Short guide for local authorities

July 2008

Civil Contingencies Secretariat, the Local Government Association, and the Society of Local Authority Chief Executives

1. OUR PURPOSE

- 1.1. This short guide aims to promote the need for well-considered mutual aid arrangements to all local authorities. Concentrating on the issue of human resource mutual aid, it provides practical advice on many of the issues that, to date, have often been viewed as barriers to successful arrangements – employment conditions, health and safety matters, insurance liabilities, and legal powers. It also provides good practice examples in the appendices for authorities to draw upon in the development of their own collaborative agreements.
- 1.2. Of course, effective mutual support can only be achieved by willing co-operation and in issuing this guidance initially in draft form, the views and concerns of local authorities are being actively sought to ensure that the guidance in its final form addresses all issues of concern to the sector as a whole.
- 1.3. While this guide is concerned with enhancing arrangements within the local authority sector, it is of course acknowledged that local authorities may wish to further consider mutual aid across sector boundaries with other statutory local resilience partners and the voluntary sector.

2. BACKGROUND

- 2.1. Local authorities have a proven track record of responding swiftly and effectively to incidents and emergencies which affect the communities they serve. All local authorities will have plans in place which enable them to do this and most will exercise and practise their response on a regular basis.
- 2.2. Recent incidents, however, have demonstrated that, even for the best prepared authorities, a point will be reached where it becomes difficult, if not impossible, for an authority acting alone to sustain its emergency response given the scale of demand placed upon it. In these circumstances, assistance from other authorities becomes imperative.
- 2.3. Over a number of years, different branches of the emergency services have developed and displayed robust mutual aid arrangements linking up services

across the country (the London terrorist attacks in July 2005 and the explosion and fires at the Buncefield oil storage depot in Hertfordshire in December 2005 providing two recent examples), but the picture for local authorities is far less developed. Some areas have well-established protocols to provide support, while others have no more than general agreements to offer assistance at the time and where possible.

- 2.4. This patchy situation was highlighted by the flooding of summer 2007 when the services and resources of many individual local authorities were put under considerable strain and in need of 'horizontal' support from other councils. The interim report of Sir Michael Pitt, *Learning Lessons from the 2007 Floods*, published in December last year set down the necessity for structured local authority collaboration to be enhanced. In the final report which came out last month, Sir Michael states:

Local authorities should establish mutual aid agreements in accordance with the guidance currently being prepared by the Local Government Association and the Cabinet Office (Recommendation 38)

- 2.5. Apart from the obvious benefits to be derived from support given in an emergency, and the vital contribution this can make to the quality of response, working together more collaboratively on all aspects of resilience can bring its own rewards. For example, in many areas across the country, local authorities derive real benefits from joint planning and joint procurement in relation to resilience. Working together can deliver real economies of scale.

3. CONTEXT

- 3.1. Defined as Category 1 responders in the Civil Contingencies Act 2004, local authorities are subject to the full range of duties in relation to civil emergencies. In order to discharge those responsibilities effectively every local authority will have in place the appropriate plans and resources, and in developing those plans and resources, it is increasingly common for local authorities to work together,

particularly on a sub-regional basis. In areas where this collaboration is most effective, councils are likely to have agreed a simple protocol under which mutual aid between them will be given and received.

- 3.2. Appendix 1 to this draft guidance contains a simple document which has been adopted by the Northumbria local authorities. Very similar agreements are in place in Norfolk, Cambridgeshire, Lincolnshire, Suffolk, Essex, Merseyside and probably many more areas. Perhaps, more interestingly, a similar agreement is in place covering the local authorities of North London and the adjoining counties of Essex, Cambridgeshire, Buckinghamshire, Bedfordshire and Hertfordshire – those authorities clearly recognising the mutual benefits to be accrued from collaborating across a larger geographical area.
- 3.3. The beauty of such agreements lies in their simplicity. Any assistance provided will be paid for by the requesting authority which will also assume full responsibility for the welfare needs of the staff deployed to assist. Authorities who have entered into arrangements of this kind will have recognised and understood the importance of doing so and will at least have begun the process of understanding better how such deployment of resources could take place in a structured and planned way.
- 3.4. The following section of this draft guidance describes in some more detail the way in which the development of mutual aid support can best be implemented, however, it begins at this simple level of recognition and understanding which we encourage all local authorities to embrace.

4. THE WAY FORWARD

- 4.1. We have seen how many local authorities have begun the process of developing mutual aid arrangements. Generally this begins on a sub-regional or even more local basis, with neighbouring local authorities undertaking to provide mutual help and support when needed on a simple uncomplicated basis. Local authorities who have reached this stage of development will have given at least some thought as to the practicalities of deployment and reception of aid when this becomes necessary.

- 4.2. It is also the case that these authorities will have political support from their elected members for the provision of mutual aid in appropriate circumstances. It is clearly important that this issue is raised at a political level and that authority for entering into such arrangements is obtained.
- 4.3. To give effect to the development of mutual aid arrangements, a number of authorities have identified a lead officer responsible for dealing with requests. This seems a sensible way of beginning to develop a network of expertise which can only be beneficial.
- 4.4. Once all local authorities have embraced the principle of accepting shared mutual aid responsibilities, only practical considerations can prohibit the deployment of support to or from a local authority anywhere in the country. It was the case that during the 2007 summer floods a number of local authorities were unable to receive assistance from neighbouring authorities as these authorities were either affected themselves or feared that an escalation of the emergency would bring flooding to their areas. The Pitt report suggests that the wide-area impact seen in 2007 is unlikely to be unique:
- It is inevitable that wide-area emergencies will occur in the future, especially in view of climate change predictions (11.27)
- To counter this, the report suggests that, ideally, mutual aid arrangements should have regard to the extent of disruption from wide-area emergencies, and that:
- Mutual aid agreements might be based on the systematic consideration of different emergency scenarios described in community or regional risk registers (11.31v)
- 4.5. Commonsense and practicality might dictate that the movement away from purely local arrangements to realise a national network of local authority mutual aid support might best be developed on a regional basis, co-ordinated through the already established regional resilience forums. Appendix 2 gives a diagrammatic depiction as to how this network might be developed.

5. PERCEIVED BARRIERS TO ACTION

- 5.1. It has already been recognised in this draft guidance just how far some authorities have progressed their simple yet practical mutual aid arrangements. For many though no such arrangements are in place and, perhaps, as a consequence, little thought has been given as to how mutual aid may be given, or perhaps, more importantly, received, in response to an emergency.
- 5.2. There will be many reasons why this is the case, however some will relate to the practical issues involved which have often been seen to make mutual aid either not possible or, at least, inadvisable. This section deals with a number of those issues in turn.

(a) **Responsibilities as an Employer**

Quite rightly, local authorities will be concerned to ensure that any staff they deploy under a mutual aid agreement are cared for and supported by the receiving authority. It should be a key principle that any staff deployed in the assistance of others must be on the basis that those deployed are treated in exactly the same way as the employees of the local authority that receives them. In receiving seconded staff, an organisation will assume the responsibilities it holds for its existing workforce. We make the assumption that any council will recognise and understand its responsibilities as an employer and, accordingly, we do not see that this, in itself, should present any insuperable difficulties to the development of mutual aid arrangements.

(b) **Health and Safety**

As in (a) above, the health, safety and welfare of seconded employees is of primary importance. In accordance with established legal principles, the health and safety of seconded staff will be shared between both local authorities and the employee him or herself. In accepting responsibility for seconded staff, the receiving authority will be under an obligation to ensure that they are deployed in a safe and responsible way. Once again, the responsibilities here to seconded staff will be no different to those of the host's own employees and, once again, we do not believe that this is an issue which in itself ought to preclude mutual aid support being provided.

(c) Insurance

All of the model agreements currently being used provide that the receiving authority will ensure that staff (and also equipment) loaned to it are covered by adequate policies of insurance. Individual authorities will need to make enquiries about the adequacy of their own arrangements, although it may be the case that many existing policies will already provide cover to staff seconded to that authority's workforce.

(d) Impact on Service of the Responding Authority

It is an inevitable prerequisite of responding positively to a request for mutual aid that an authority does not believe its own services will be diminished below an acceptable level. While it is clearly true that the secondment of any member of staff in circumstances such as we envisage will impact to some degree, this will have been accepted by the local authority when agreeing a mutual aid protocol in the first place. Once again, we do not believe that this ought to be an issue that prevents the development of mutual aid across the local government sector.

It is vitally important, however, that the responding authority undertakes a proper and adequate risk assessment before responding and the importance of being clear at the outset with the requesting authority as to the terms upon which mutual aid support is being provided is obvious. Appendix 3 to this draft guidance contains a mutual aid request which has been adopted by the Norfolk local authorities and provides an example of the kind of issues which would need to be addressed in pre-deployment discussions.

(e) Legal Powers

The fundamental question has been raised as to whether a local authority can lawfully provide help and support in these circumstances. It is our contention that mutual aid arrangements are legally supported by a range of provisions. Section 2(1) of the Local Government Act 2000 empowers local authorities to do anything they consider likely to achieve the promotion or improvement of the economic, social or environmental well-being of their area. This is commonly referred to as the 'well-being power'. Section 2(4) expressly provides that the well-being power

includes the power to enter into arrangements or agreements with any person, cooperate with or facilitate or coordinate the activities of any person, and provide staff, goods, services or accommodation to any person. Although it is a power to make provision for the well-being of the authority's area, section 2(5) provides that it includes the power for a local authority to do anything in relation to, or for the benefit of, any person or area situated outside their area, if they consider this likely to achieve any of their well-being objectives. It is clear that the outward-inward benefits of mutual aid are likely to place such agreements within this power.

Additionally, powers for the making of arrangements for mutual aid can be found in sections of the Local Government Act 1972. For example, section 113 (dealing with the placing of staff of local authorities at the disposal of other local authorities) and section 111 (dealing with powers of expenditure and the acquisition or disposal of any property or rights in the discharge of functions).

6. SUMMARY

- 6.1. It is a certainty that there will be instances when the ability of a single local authority to respond to an emergency will simply not be possible without additional help and support. It may be argued that recent events have demonstrated that the frequency of such circumstances is also likely to increase. It is also certain that there will be other local authorities out there who have the will and resources to provide this help at least for an initial period of time. Mutual aid provides the answer by bringing the parties together.
- 6.2. This document has sought to promote arrival at this answer and the development of mutual aid support between local authorities by examining the issues and providing a very general framework for taking the work forward.
- 6.3. However, we recognise that either individual local authorities or local government as a whole may have genuine concerns about how this issue, and it is the aim of this draft guidance to stimulate a discussion. We welcome comments on any of the issues raised and on the content and style of this document. This will help to ensure that the final version of guidance, which we hope to publish on the UK

Resilience website in the autumn, will be something shaped by the local government sector for whom it is intended. We also invite further examples of current best practice in the field.

- 6.4. In particular we would welcome comments and suggestions on how long-distance mutual aid provision might be accomplished. Appendix 2 offers a possible route building national coverage through the regional resilience structure, but there will be others. You may want to consider the following question: should national arrangements be proposed, and, if so, who should co-ordinate such arrangements?
- 6.5. Please send all comments by email to ccact@cabinet-office.x.gsi.gov.uk or by post to the CCA and Local Response Capability Team, CCS, 22 Whitehall, London SW1A 2WH. The consultation closes on 25/09/08.

NORTHUMBRIA LOCAL RESILIENCE FORUM (LRF) LOCAL AUTHORITY MUTUAL AID PROTOCOL

CIVIL CONTINGENCIES ACT 2004 THE CIVIL CONTINGENCIES ACT 2004 (CONTINGENCY PLANNING) REGULATIONS 2005

Introduction

Northumberland County Council, Alnwick District Council, Berwick upon Tweed Borough Council, Blyth Valley Borough Council, Castle Morpeth Borough Council, Tynedale District Council Wansbeck District Council, Sunderland City Council, North Tyneside Council, South Tyneside Council, Gateshead Council and Newcastle City Council ("the Northumbria Councils") are Category 1 Responders for the purposes of the Civil Contingencies Act ("CCA") 2004. The CCA confers certain duties upon Category 1 Responders and others in relation to arrangements for civil protection.

Regulation 4 of the Civil Contingencies Act 2004 (Contingency Planning) Regulations 2005 ("the Regulations") provides that general Category 1 Responders which have functions which are exercisable in a particular local resilience area in England or Wales must co-operate with each other in connection with the performance of their duties under section 2(1) of the CCA. That co-operation may take the form of two or more general Category 1 responders co-operating with each other.

Regulation 7 provides that in order to facilitate such co-operation, general responders may enter into protocols with each other.

Guidance to the CCA recognises that the emergency planning process may identify some areas where existing capabilities to deal with an emergency are insufficient, and presumes Category 1 responders will use mutual aid arrangements as one means of addressing this:

- *'The Act does not require Category 1 responders to find from within its own resources whatever level of capability the risk assessment and planning process may suggest is needed.....'*
- *'Planning should be realistic and based on what the responder can provide from the totality of its existing resources....including mutual aid agreements...'*
- *'Local areas have well-established frameworks for developing mutual aid agreements'*

Mutual aid arrangements between the Councils in the Northumbria LRF area in respect of emergencies and major incidents have, to date, been informal and unwritten.

It is therefore intended by the Councils in the Northumbria LRF area that, in order to align arrangements more closely with the expectations of statutory CCA guidance, this written Protocol should now be entered into between them. It is not proposed that this Protocol should be a legally binding contract; but rather a statement of intent which will act as a point of reference should such arrangements need to be invoked between two or more of the Councils.

MUTUAL AID PROTOCOL

Each of the Councils will endeavour to provide assistance in the form of provision of personnel and/or equipment, following, or in anticipation of, an emergency (as defined in the CCA) or business continuity disruption affecting the area of another of the Councils which is a party to this Protocol ("the affected Council"), in accordance with the following guidelines:

1. A formal request for aid shall only be made by the Chief Executive/Head of Paid Service of the affected Council, or other Authorised Person acting on behalf of that Officer, to the Chief Executive/Head of Paid Service or other Authorised Person acting for the Council providing assistance ("the assisting Council").
2. A Chief Executive/Head of Paid Service or Authorised Person who receives a request for assistance shall take the appropriate action to respond to the request without delay and, in the case of an Authorised Person, shall inform their Chief Executive/Head of Paid Service (or such other person as may be nominated for that purpose by the Chief Executive/Head of Paid Service) at the soonest opportunity.
3. "Authorised Person" means those Officers identified to undertake this role in the Major Incident Plans of the Councils.
4. The responsibility for co-ordinating aid, supervisory control and the financial arrangements rests with the affected Council or, where more than one Council area has been affected by the emergency, by the Council that requested the aid.
5. An affected Council requesting aid agrees to reimburse the assisting Council on a cost recovery basis upon the termination of the aid and within 28 days of the submission to the affected Council by the assisting Council of a fully documented account for settlement.
6. The assisting Council will undertake to provide assistance in the form of suitably trained staff for the task(s) to be performed and/or equipment, so far as is it is reasonably practicable for it to do so.
7. It is intended that each of the Councils will, for the duration of their participation in this Protocol, maintain suitable insurance arrangements to cover any loss, claims, proceedings, actions, damages, legal costs, expenses or other liabilities arising from the deployment of resources outside its area. However, an affected Council shall not hold liable an assisting Council in respect of any claims arising from any loss injury or damage suffered by the affected Council or any third party as a result of providing assistance under this Protocol unless such loss injury or damage arises from the negligence of the assisting Council or any of its employees or agents.
8. All parties to this Protocol shall endeavour to amicably resolve any dispute through discussions and negotiations between the Authorised Persons. Any failure to resolve a dispute shall be referred to a meeting of the Chief Executives/Heads of Paid Service of the Councils concerned with a view to early resolution. If still unresolved, then the matter shall be referred to an independent Chief Executive/Head of Paid Service (that is, the Chief Executive/Head of Paid Service of a Council not involved in the dispute or, if all of the Councils are involved, the Chief Executive/Head of Paid Service of another local authority which is not a party to this Protocol), who shall suggest a solution to the dispute within 14 days of the referral.
9. This Protocol is not intended by the Councils to be a legally binding contract.

Note: In Northumberland aid will be requested by the relevant local authority, i.e. for District functions the relevant District or Borough Council and for County functions the County Council.

SIGNED:

..... on behalf of Northumberland County Council

..... on behalf of Alnwick District Council

..... on behalf of Berwick upon Tweed Borough Council

..... on behalf of Blyth Valley Borough Council

..... on behalf of Castle Morpeth Borough Council

..... on behalf of Tynedale District Council

..... on behalf of Wansbeck District Council

..... on behalf of Sunderland City Council

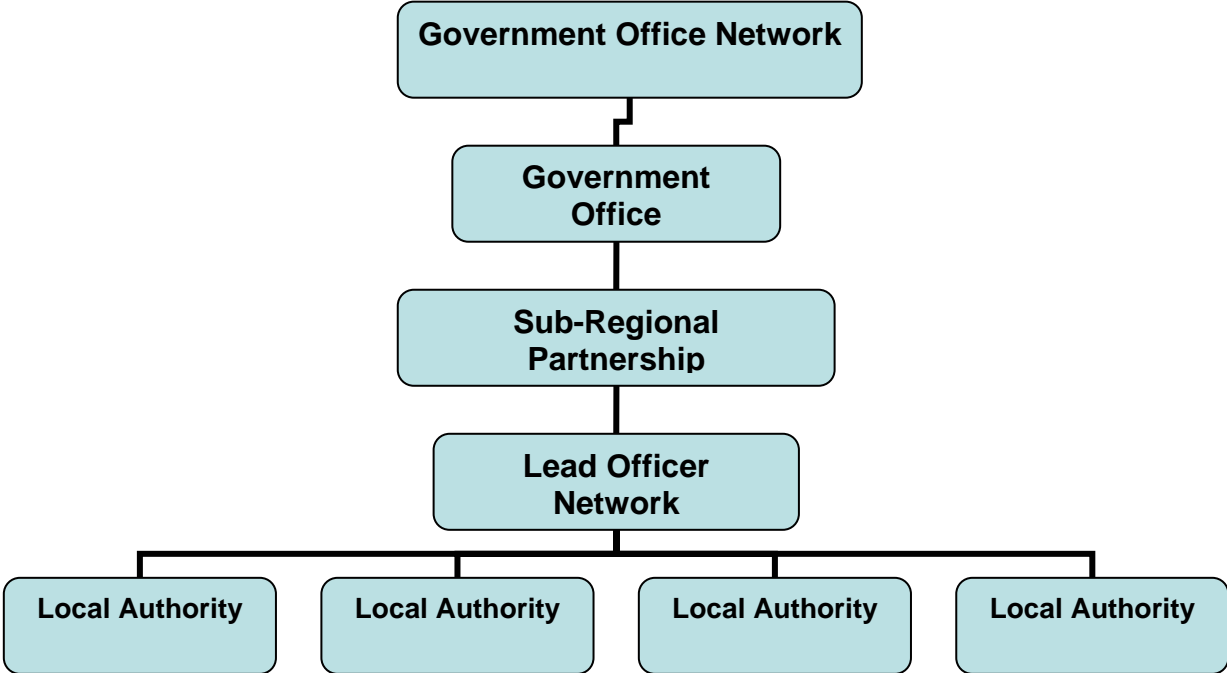
..... on behalf of North Tyneside Council

..... on behalf of South Tyneside Council

..... on behalf of Gateshead Council

..... on behalf of Newcastle City Council

APPENDIX 2



NORFOLK Emergency Planning

MUTUAL AID AGREEMENT

FOR MAJOR INCIDENT PLANNING

Norfolk County Council

**Breckland District Council
Broadland District Council
Great Yarmouth Borough Council
King's Lynn and West Norfolk Borough Council
North Norfolk District Council
Norwich City Council
South Norfolk District Council**

**Cambridgeshire County Council
East Cambridgeshire District Council
Fenland District Council**

**Lincolnshire County Council
South Holland District Council**

**Suffolk County Council
Forest Heath District Council
Mid Suffolk District Council Trust
St. Edmundsbury Borough Council
Waveney District Council**

1.0 INTRODUCTION

- 1.1** Generally, local authorities are permitted to 'lend and borrow' resources by virtue of section 101 of the Local Government Act 1972. This allows for the discharge of an authority's functions by another local authority and would, for example, allow one local authority to contract with another to deliver one or more of its services. This Mutual Aid Agreement details the arrangements to be invoked in circumstances where one or more members of the Norfolk Cross Border Group requires Mutual Aid support from one or more of the other members within the agreement during a declared Major Incident. For the purpose of this document all members of the Norfolk Cross Border Group will be referred to as an Organisation.
- 1.2** This Mutual Aid Agreement facilitates the use of an alternative members Emergency Control Centre (ECC) if their location is untenable due to the incident.
- 1.3** This Mutual Aid Agreement enables any member organisation to request assistance from the Norfolk Emergency Planning Group to act or to request assistance from another member on its behalf during a Major Incident.
- 1.4** Norfolk County Council is the Lead Local Authority for emergency resilience functions in Norfolk.
- 1.5** There are certain situations when mutual aid is necessary and should be planned as part of the response from the outset; not waiting for a request for an Organisation.

2.0 MAJOR INCIDENT

- 2.1** A Major Incident is any event whose impact cannot be handled within routine service arrangements. It requires the implementation of special procedures by one or more of the Local Authorities to respond to it.
- 2.2** A Major Incident can place enormous demands on any one member of the group particularly in situations that result in long term recovery. Therefore, each Organisation and Partnership is to plan and prepare an organised and practiced response to all Major Incidents and emergency situations which affect the provision of normal services.
- 2.3** Arrangements must also be in place to provide support to the other Organisations in a structured and progressive way during a Major Incident.

3.0 AIM

3.1 The aim of this Mutual Aid Agreement is to provide a uniform framework for the Norfolk Emergency Planning Cross Border Liaison Group to:

- Request Mutual Aid support to a declared Major Incident
- Ensure upward reporting of a request for Mutual Aid
- Organise and deploy assets in response to a request for Mutual Aid
- Manage the reception of Mutual Aid
- Organise the return of Mutual Aid
- Use another members ECC
- Assist other members of the group during a Major Incident

4.0 DEFINITION OF TERMS

4.1 The following terms used within this Agreement are defined as:

Mutual Aid:

- Resources supplied at the request of one Organisation for assistance in the support of a declared Major Incident

Host Organisation:

- The Organisation in whose operational area the Major Incident has occurred, and who requires support to deal with it

Supporting Organisation:

- Any Organisation supplying resources under the terms of the Mutual Aid Agreement

Focal Point:

- A designated location within the Organisation to which, and through which, all supporting resources are to be directed and managed

Host Organisation Lead Officer:

- A nominated Host Organisation Manager responsible for the management of Mutual Aid

Operational Control:

- Responsibility for the co-ordination, direction and tasking of deployed Mutual Aid assets during a Major Incident

5.0 METHOD OF INVOKING MUTUAL AID

5.1 Organisation Request for Mutual Aid

- 5.1.1** Requests are to be made using the Mutual Aid Request Form (see below).
- 5.1.2** Requests for Mutual Aid are only to be made on the authority of a senior manager of the Host Organisation in response to an Organisation-declared Major Incident, or an Organisation-declared Major Incident Stand-By.
- 5.1.3** The Host Organisation is to contact the on-call duty manager of the Supporting organisation from whom Mutual Aid is requested. Information regarding the request for Mutual Aid is to be passed to the on-call Emergency Planning Duty Officer of Norfolk County Council.
- 5.1.4** There may be occasions when an Organisation is aware of a Major Incident in a neighbouring District or County by other means, i.e. media reports, colleagues etc. A Supporting Organisation may wish to invoke a response internally, in anticipation of receiving an official request, but resources are not to be deployed until a formal request for Mutual Aid is received.
- 5.1.5** The Host Organisation requesting Mutual Aid will identify a Focal Point and appoint a Lead Officer to manage the supporting resources.

5.2 Host Organisation Lead Officer Role and Responsibilities

- 5.2.1** The roles and responsibilities of the Host Organisation Lead Officer are to:
- Assume control of the incoming Mutual Aid resources
 - Maintain liaison with the Supporting Organisation
 - Ensure that supporting personnel are appropriately briefed prior to being deployed on specific tasks
 - Ensure that Health & Safety requirements are met for supporting personnel
 - Look after the welfare needs of supporting personnel
 - Conduct an immediate debriefing of staff before returning personnel to their Organisation or following termination of the incident
 - Ensure details of staff that have attended a deployment are passed on to the Supporting Organisation for the purpose of further monitoring

5.3 Action by Supporting Organisations

- 5.3.1** Upon receipt of a request for Mutual Aid, Supporting Organisations should consider declaring a Major Incident in order to facilitate the request for support.

- 5.3.2 Identify the most appropriate Focal Point for co-ordinating the supporting resources. (Ideally this would more likely be separate from the ECC.)
- 5.3.3 A Supporting Organisation will nominate a manager to act as the single point of contact for liaison with the Host Organisation's Lead Officer.
- 5.3.4 Only the assets requested are to be deployed.
- 5.3.5 Supporting Organisations are to confirm a request for Mutual Aid, and the resources that are being deployed with the Host Organisation and the on-call duty manager of the Lead Organisation prior to deployment.
- 5.3.6 Under no circumstances is any Supporting Organisation to allow its resources to be deployed in an ad hoc manner. Before the dispatch of assets, contact must be made with the Host Organisation's Lead Officer and the location of the Host Organisation's Focal Point must be known.
- 5.3.7 Staff deployed in support of this Mutual Aid Agreement remains under the overall authority of their employing Organisation.

5.4 Action by Host Organisation on Receipt of Mutual Aid

- 5.4.1 All incoming Mutual Aid resources are to be directed towards the identified Focal Point, where they are to be met and briefed by the Host Organisation Lead Officer.
- 5.4.2 The Host Organisation is to assume operational control of Mutual Aid resources.
- 5.4.3 Confirmation of receipt of Mutual Aid is to be made to the Supporting Organisation and the on-call duty manager of the Lead Organisation.

5.5 Norfolk County Council Actions

- 5.5.1 Norfolk County Council is to co-ordinate the deployment of Mutual Aid when a Major Incident involves more than one Supporting organisation.
- 5.5.2 In the event of more than one Organisation requesting Mutual Aid, Norfolk County Council will ensure that information about requests for Mutual Aid is passed to the other requesting organisations.
- 5.5.3 In the event of 3 or more Organisations requesting Mutual Aid, or the incident crossing a county boundary, Norfolk County Council will liaise with the Host organisation is to act as Lead Organisation to co-ordinate and deploy mutual aid as required.

6.0 REDUCED LEVEL / TERMINATION OF MUTUAL AID

- 6.1** Resources that are available to a Supporting Organisation will govern the level of assistance they are to provide. Therefore, the Mutual Aid provided may be time-limited and will be for discussion between the Organisations at the time of request.
- 6.2** The Host Organisation is to immediately notify a Supporting Organisation when the need for Mutual Aid can be reduced or terminated.
- 6.3** Should a Host Organisation wish to cancel a Mutual Aid request, the Supporting Organisation is to be notified immediately. Conversely, a Supporting Organisation that is no longer in a position to provide support, or where it needs to reduce the level of support being provided, is to notify the Host Organisation as soon as possible.
- 6.4** The Host Organisation Lead Officer is to supervise the return of assets to the Supporting Organisation.
- 6.5** The Norfolk Duty Emergency Planning Officer is to be notified, as soon as possible, of any changes to the levels of support of Mutual Aid.

7.0 COMMUNICATIONS

- 7.1** The Host Organisation centre for communications will be its Emergency Control Centre (ECC).
- 7.2** The Host Organisation will inform the Supporting Organisation of the most appropriate contact telephone number(s) to use during the incident.
- 7.3** All communications from a Supporting Organisation will be directed via the host Organisation's ECC.

8.0 ALTERNATE EMERGENCY CONTROL CENTRES (ECC)

- 8.1** In the event of an ECC being unavailable an alternative one will be provided by a partner Organisation. For County wide Major Incidents the ECC at Broadland District Council, Thorpe St. Andrew, Norwich should be considered.

9.0 CHARGING ARRANGEMENTS FOR MUTUAL AID

- 9.1** The principle of 'shared risk' recognises the fact that the risk of a Major Incident occurring, which results in the need for Mutual Aid, is equal amongst all Norfolk Organisations.
- 9.2** Any Mutual Aid provided by one Norfolk Organisation to another will be on the basis of 'shared risk' and costs lie where they fall. Consequently, there will be no cross-charging for Mutual Aid between Norfolk Organisations.

9.3 As part of the risk sharing agreement, the Host Organisation will collate all associated Mutual Aid costs for audit purposes.

ORGANISATION MUTUAL AID REQUEST FORM

MUTUAL AID REQUEST		
To		
From		
Contact Details (Tele No/ Fax/ Email address)		
As At (Date & Time of Report)		
Mutual Aid Request Serial Number		
SERIAL	SUBJECT	INFORMATION
Mutual Aid Resources requested	Type / numbers / Qualifications / specialisations of resources required	
Reporting Location & Start Time	Reporting Location & Date & Time Mutual Aid required from	
Length of Deployment	Estimate of time Mutual Aid required for	
Focal Point Location	Exact location of Host organisation Focal Point (Grid reference)	
Access to Focal Point	Best routes for access and egress / inaccessible routes	
Host Organisation Lead Officer	Name & contact details of Host Organisation Lead Officer	
Mutual Aid Tasks	Assessment of Mutual Aid tasks	

Equipment	Equipment/clothing required by Mutual Aid resources	
Welfare	Welfare arrangements for supplied Mutual Aid	
Text	Free Text Space	
Signed on behalf of Organisation	Signature	Position

SIGNATORIES

Norfolk County Council: Chief Executive	Date:
Breckland District Council Chief Executive	Date:
Broadland District Council Chief Executive	Date:
Great Yarmouth Borough Council Chief Executive	Date:
King's Lynn & West Norfolk Borough Council Chief Executive	Date:
North Norfolk District Council Chief Executive	Date:
Norwich City Council Chief Executive	Date:
South Norfolk District Council Chief Executive	Date:

Cambridgeshire County Council Chief Executive	Date:
<i>East Cambridgeshire District Council</i> Chief Executive	Date:
Fenland District Council Chief Executive	Date:
Lincolnshire County Council Chief Executive	Date:
South Holland District Council Chief Executive	Date:
Suffolk County Council Chief Executive	Date:
Forest Heath District Council Chief Executive	Date:
Mid Suffolk District Council Chief Executive	Date:
St. Edmundsbury Borough Council Chief Executive	Date:

Waveney District Council Chief Executive	Date:
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Annex A

Norfolk Emergency Planning

Guidelines for the Inter-Authority Secondment of Officers

DRAFT

Guidelines for the Inter-Authority Secondment of Officers

April 2007

Appendix A Template Officer Authorisation Form

Appendix B Issues – Officers remain employees of ‘donor’ authority

**Appendix C Template Secondment Agreement – Specified Employee for Specified
Period of Time**

**Appendix D Template Secondment Agreement – General Agreement for Flexible
Non-Continuous Time Periods**

Appendix E Secondment – Employee Application/Agreement Form

Appendix F Issues – Officers become employees of seconding authority

Appendix G Working Time Directive – summary

Guidelines for the Inter-Authority Secondment of Officers

1. Legislation

Generally, local authorities are permitted to 'lend and borrow' resources by virtue of section 101 of the Local Government Act 1972. This allows for the discharge of an authority's functions by another local authority and would, for example, allow one local authority to contract with another to deliver one or more of its services. Unfortunately this does not apply to animal health matters. *"A local authority shall not make arrangements under this section for the discharge of any of their functions under the Disease of Animals Act 1950 by any other local authority"* (Local Government Act 1972 s.101 (7)).

In summary therefore, a local authority can only second officers to support its animal health work (or allow officers to deal with cross-boundary animal health matters) if it specifically appoints them as "inspectors" under the Animal Health Act 1981 (and other related legislation).

2. Appointing inspectors

Whether they be undertaking enforcement activities or working from a centralised licensing/contact centre, anybody who undertakes such work in or on behalf of another authority must, as a named individual, be "appointed" by that other authority as an "inspector". There are three probable circumstances when such appointments will need to be made.

3. Cross-border work. This would include cases where:

- (a) it is more efficient for officers to operate across local authority boundaries. This is particularly relevant to enforcement where there are many legal issues,
- (b) investigations within one authority frequently overlap into a neighbouring authority and the officer needs to carry out enforcement work or exercise powers within that other authority's area

In such cases, a simple form of authorisation will suffice (see Appendix A). In addition, the individual officers will need to be issued with appropriate authorisation warrants/ID card.

It should be remembered however, that an officer carrying out enforcement work or exercising powers does so as an officer of the authority where the action occurs irrespective of his/her employing authority. Any subsequent action therefore would probably have to be processed through and in the name of the authority in whose area any infringement occurred.

4. Licensing

There may be logic in authorities grouping together to deliver such a facility. For example, a large agricultural area which is boarded by smaller urban authorities may take the lead in providing a more regionally based service on behalf of those smaller authorities.

In such a case, licensing officers would need to be individually authorised (“appointed”) by each of the other authorities for which licenses are being issued. An example of a basic authorising form is at Appendix A.

5. Secondments

Secondments are where experienced officers are ‘borrowed’ from other authorities. Generally, the secondee would work solely for the seconding authority in whatever capacity and for whatever time period is agreed. There are two ways in which secondments can be achieved, namely;

- (a) the “donor authority” remains the sole employer, or
- (b) the “recipient authority” assumes the legal role of employer during the secondment period

Both of these options present issues which are explored in detail below but in both cases the officer will need to be authorised (“appointed”) by the authority in which area he/she will be working – see Appendix A. In addition, the individual officers will need to be issued with appropriate authorisation warrants/ID card.

a. “Donor” authority remains sole employer

This is historically the way in which secondments are dealt with. The employing authority remains the employer and with that maintains full legal responsibility for all employment related matters, even though the employee will be operating many miles away and under the direction of an officer from another local authority.

The employee continues to be paid by his/her employing authority and operates under their terms and conditions including matters such as pay, overtime, flexi-time, allowances etc. This raises a number of issues that are highlighted at Appendix B. These include:

- Staff working alongside others doing the same job but on different salaries, allowances, overtime arrangements and conditions of service.
- Conditions of service and compensation for officers working away from home for long periods.
- Payments for working shift/unsociable hours.
- Employer’s responsibility – the secondee will not be working in or under the direction of the employer’s authority but the employing authority will remain responsible for him/her.

The employing authority and the seconding authority will need to draw up an agreement which may be specific to a named employee, perhaps for a specified period of time (see template of Appendix C) or be a more general and flexible approach to cover an ongoing situation where employees will “come and go” but operate under a single inter-authority agreement (see Appendix D).

In addition, it is important to have a separate documented agreement between the secondee and the seconding authority. This will include:

- Details of the employee, including relevant experience/employment history – (vital to ensuring that they are placed in an appropriate role),
- Details of the secondment role – (it is important for the secondee to know what is going to be expected of them)
- Details of any disability or other conditions which might affect their ability to carry out the role.

An example of such an agreement/application form is at Appendix E.

b. Seconding authority becomes employers

An arrangement whereby the seconding authority becomes the employer during the period the secondment has the potential of sorting out many of the issues which arise in a more conventional secondment arrangement. It also has the advantage of clarifying lines of responsibility so that the authority that controls the activity/work is also responsible for the officer who is doing it.

The employing authority would remain an employer but in effect, grant unpaid leave during the period of the secondment or maybe issue a temporary variation to reduce the number of hours to a minimum. The seconding authority would then appoint the individual as an employee in every respect during the period of the secondment.

The seconding authority would therefore be able to offer posts/invite applications with uniform job descriptions, conditions of service, allowances, salary etc.

There will be no need for a formal agreement between the two authorities although the substantive employer would need to confirm in writing to the employee that at the end of the secondment they would automatically revert back to their original post and enjoy no loss of entitlements.

This does, on the face of it, seem an attractive option however it does raise other complications which will need to be considered by all parties. These issues are highlighted at Appendix F and include:

- Protection of the officers substantive post, conditions of service, leave etc.
- The need to follow or at least agree appointment procedures including references, interviews, job evaluation etc. as the 'secondees' will, in effect, become a new employee.
- How to deal with pension issues – especially where there is a grade difference.
- The need to maintain any direct payments from salary if, for the secondment period, no salary is paid by the substantive employer.
- The fact that higher paid officers may not volunteer to be seconded in such circumstances.

6. Personnel issues

As outlined above, and in the Appendices, secondments raise significant personnel issues and it is important that the authority's Human Resource team is involved at the earliest stage. In addition to these issues there are likely to be internal procedural matters (such as delegated authority, appointment processes etc.) where special arrangements will have to be agreed and discussed.

7. Funding

A local authority has a statutory duty to respond appropriately to any major Incident and any new statutory controls put in place. However, as with many major (and unforeseen) events/emergencies it is possible that significant additional expenditure will be reimbursed/underwritten through a central government funding arrangement. In the 2001 Foot and Mouth outbreak such arrangements were in place via Defra. It is important that before any significant expenditure is incurred (in particular secondments), such arrangements are discussed with the authority's finance department and with the appropriate central government agency to ensure that the necessary conditions, recording and monitoring arrangements are in place to support any claim and satisfy any future audit.

In the case of secondees who remain employees of the 'donor' authority, the secondees will be paid their salary and expenses by the 'donor' authority. These costs will then either be claimed from the seconding authority (who may in turn be able to claim costs back through a central funding agreement) or re-claimed direct from whatever central funding agreement may be in place.

8. Practical Issues

a. Staff – skills, experience and performance

Whatever arrangement is in place, it is important that seconded staff understand what is expected from them and have the capability and experience to deliver.

It is unlikely that a full selection and appointment process would be appropriate but nevertheless, details of the officers employment history and experience needs to be matched with what will be expected of them in their new role. Any gaps will need to be identified and filled either with training or other arrangements. The secondee agreement at Appendix E should provide a starting point on which this person/role matching can be based, however, it is suggested that a more in depth interview/discussion will be vital in all cases.

As with any new member of staff, once in their new role it is important that arrangements are put in place for appropriate supervision and 1:1 meetings with supervisors and managers. Such meetings should be documented together with any areas of concern and follow up actions. This will need to be realistic and practical depending on the nature and duration of the secondment.

b. Accommodation etc. whilst working on secondment

It is suggested that the seconding authority arranges and pre-pays for accommodation, and that where there are a number of secondments all seconded officers are accommodated at the same location. This should not only be appropriately located but have facilities for briefings, training, support staff, rest rooms, equipment storage etc. This is particularly relevant where shifts are being worked and officers will need to be briefed (and de-briefed) together, where special arrangements will have to be made for meal times and for people 'coming and going' at all hours.

c. Induction

As with any new staff a formal induction will be required covering things such as:

- personal protection equipment
- health and safety
- operational procedures (including policies, reporting arrangements etc)
- bio security
- the law and associated legal matters
- details of the roles
- reporting arrangements
- employment terms and conditions

It is suggested that in addition to any verbal briefing, these issues are covered in an officer's induction pack. Again, arrangements will have to be sufficiently practical to enable a rapid response to emergencies.

d. Working time regulations

In periods of crisis, especially where an enforcement presence is required 24/7, and where staff are away from home, it is easy and indeed often essential for people to work very long hours. Whilst not necessarily a major obstacle, regard must be had to the Working Time Regulations which, as a general rule place a maximum working time of 48 hours per week on average over a 17 week reference period.

Even though the 48 hour maximum can be disapplied or 'opted out' in such a crisis situation, there are other health and safety considerations where staff work long hours and it is advisable to consult an HR professional, particularly in relation to seconded staff who remain the responsibility of their employing authority. A summary of the Working Time Regulations is at Appendix G.

9. Conclusions

Secondments are a realistic solution to address the localised staffing needs of a local authority that has to respond to a serious animal disease outbreak. However, secondments, particularly if a significant number of staff are from a number of authorities, raise issues that must be addressed and managed. In the heat of a crisis it is easy to overlook the detail of necessary contractual, personnel and financial formalities, but if

these are not addressed early, then within a relatively short time (as staff become tired and the initial 'excitement' wanes), these issues will become problems which could have a negative impact on service delivery.

_____ Council

The following people are appointed or otherwise authorised to enforce:

The Act

The

List of names:

Signed: _____ Dated: _____

On behalf of: _____ Council

**ISSUES
OFFICERS REMAIN THE EMPLOYERS OF 'DONOR' AUTHORITY**

Staff will be paid and operate under their existing (employers) terms and conditions and as such, are likely to be working alongside officers doing the same job but on different pay, allowances and terms and conditions. In many case this will not cause problems but these are matters which may have to be managed.

Extra hours

Each employing authority is likely to have a different way of reimbursing or compensating hours worked in excess of the standard 37hours/week. Some may operate a flexi-time scheme, others time-off-in-lieu and other overtime payments (or any combination). In addition, local authority staff are likely to be working alongside other agencies (e.g. Police, Defra) who will be paid on different terms and conditions altogether. In some cases these may be considerably better than local authority conditions/payments. This can cause problems and there is potential for negativity especially when officers have been working long hours and away from home for lengthy periods. In addition, the seconding authority may have to be aware of these differences when drawing up rotas or recording/signing off timesheets for submission to the employing (donor) authority.

Working away from home

Seconded officers will be working away from home and in many cases will be required to lodge away from home for a period of time. This raises issues of remuneration not only for any expenses incurred but by way of compensation for inconvenience and disruption to their normal life.

Different grades/same job

Seconded officers will continue to be paid at their existing grade even though the 'value' of secondment role may be higher or lower. This will mean that officers doing the same job will be paid at different rates.

Expenses

Each authority will have their own rules concerning expenses such as meal allowances, mileage and travel. As the employee will be making their claim to their employing authority, there will be no commonality and could give rise to issues where the employing authority's scheme does not cover a secondment situation.

Overtime

Most authorities have a salary 'cut-off' point above which overtime is not paid. However, these 'cut-off' points vary from one authority to another. Above such points, officers are normally compensated in various other ways, the most common being time-off-in-lieu. With officers working long and often unsociable hours this raises issues which may or may

not be governed by local schemes. Perhaps the biggest problem however is when the staff can take time-off-in-lieu. During the crisis it may not be appropriate for them to take time off, but if accumulated and time-off-in-lieu were to be granted when they return to their substantive employment, this may not be acceptable to their employers (it would certainly have to be recharged).

Payments for working shift/unsociable hours

It is likely that officers will be working 24/7. Authorities may not have payment schemes to cover this.

Health and Safety and Employers Liability

Whilst the employee is operating for and under the management of the seconding authority he/she nevertheless remains the responsibility of the employing authority in all respects.

Secondment Agreement – Specified Employee for Specified Period of Time

THIS AGREEMENT is made on the

200

BETWEEN

(1) COUNCIL

and

(2) COUNCIL

IT IS AGREED AS FOLLOWS:

This Agreement is intended to govern the situation where it has been mutually agreed between two Local Authorities that an Employee shall be seconded to the other with a view to assisting in the performance of the Animal Health related functions.

1. Definitions and Interpretation

1.1. In this Agreement the following words and phrases shall have the following meanings:

“Secondment Period” time spent by the Employee of one Local Authority performing the Services for another Local Authority

“the Services” Animal Health related duties performed for one Local Authority by the Employee of another

“the Employee” means
.....
.....
.....

“the Employer” means the Local Authority to which the Employee is contractually bound

“The Seconding Local Authority”	means the Local Authority which seconds the Employee from the Employer
“Seconds”	means the period during which the Employee works for the Seconding Local Authority
“Head of Service”	means the Head of the relevant service of the Local Authority or his/her designated representative

1. Commencement

This Agreement will begin on 200

2. Secondment

- 2.1. The Employer shall Second the Employee to the Seconding Local Authority for the Secondment Period as agreed between the two Local Authorities.
- 2.2. During the Secondment Period the Employee shall carry out the Services for the Seconding Local Authority whilst continuing to be employed by their Employer. Any work carried out by the Employee in connection with the Secondment shall be deemed to be in the normal course of employment with their Employer.
- 2.3. During the Secondment Period the Employee shall perform all of the duties assigned to him/her by the Seconding Local Authority.
- 2.4. The Employee will be paid by his/her Employer throughout the Secondment Period and any agreed extension of it.
- 2.5. Unless otherwise agreed in writing, the Employer Authority will invoice the Seconding Authority for repayment of the Employee’s salary and any other related costs.
- 2.6. The Employee shall work such hours as agreed between the Seconding Local Authority and the Employee having regard to the Employee’s contract and the Working Time Regulations. The Seconding Local Authority is authorised to receive/agree an opt-out, in accordance with the Working Time Regulations, with the Employee on behalf of the Employer.

3. Management of the Secondment

- 3.1. The Head of Service of the Seconding Local Authority shall take full responsibility for controlling the quality of the work of the Employee during the Secondment

Period and shall ensure that the Employee performs to the best of their abilities all the duties required in connection with the provision of the Services.

- 3.2. The Employee will be subject at all times to the disciplinary procedure of his/her Employer. If the Seconding Local Authority suspects any misconduct on the part of the Employee or that their performance is unsatisfactory in any way, the Seconding Local Authority shall notify the Head of Service of the Employer who will be responsible for investigating such complaints and who will take up any necessary disciplinary action against the Employee

4. Duties

- 4.1. During the Secondment Period, and subject to outstanding commitments to the Employer, the Employee shall devote the whole of their time and skills to their duties for the Seconding Local Authority. He/she shall faithfully and diligently perform duties and exercise such powers as may from time to time be reasonably assigned to him/her. He/she shall obey all reasonable and lawful directions given by the Seconding Local Authority's Head of Service.
- 4.2. The Seconding Local Authority Head of Service shall be responsible for the issuing to the Employee of any authorisations and instructions as shall be necessary to enable them to carry out their duties.

5. Charges

During the Secondment Period:

- 5.1. Any cost or expense incurred by an Employee in exercising any power or carrying out duties under this Agreement shall be paid by the Seconding Local Authority.
- 5.2. The rates of any costs or expenses (other than salary related costs) incurred under this Agreement shall be subject to the agreement of and notification by the Seconding Local Authority.

6. Termination

- 6.1. This Agreement may be terminated by any party giving at least 7 days notice in writing.

7. Health and Safety

- 7.1. As the Employer, the Employer Local Authority shall be responsible for employer's liability insurance, however all parties shall ensure that they have adequate insurance cover, to cover any claims made in the event of the injury or loss caused to the Employee in connection with the provision of the Services.
- 7.2. The parties shall take all reasonable steps to ensure that the Employee complies fully with the provision of the Health and Safety Act 1974 and any related legislation insofar as it affects the Employee and his/her place of work.

7.3. The Seconding Local Authority shall ensure the provision of appropriate protective clothing and special instructions, training and assessments relating to the duties undertaken whilst on secondment.

7.4. The parties shall co-operate with each other in respect of any action to be taken in relation to the Employee in order that the parties can fulfil their duties under the Health and Safety Act and related legislation.

7.5. The parties shall provide to the others such information and access to its premises as the Employer may reasonably require in order to monitor the Employee's place of work.

8. Indemnity

The Seconding Local Authority hereby agrees to indemnify the Employer against all liabilities, claims, costs and expenses arising out of or in any way connected to any acts or omissions of the Seconding Local Authority in connection with the Secondment.

9. General

9.1. This Agreement constitutes the entire Agreement between the parties and supersedes all prior Agreements, understandings and arrangements between them and representations by them, whether oral or written, which relate to the subject matter of this Agreement.

9.2. No Amendment or variation to this Agreement shall be effective unless it is in writing and signed by or on behalf of all of the parties.

9.3. The benefit and burden of the Agreement may not be assigned or sub-contracted in whole or in part of any party without the prior written consent of the other parties unless it arises by operation of law.

On behalf of (The Seconding Local Authority).....Council

Signed: Dates:

Name: Position:

Secondment Agreement – General Agreement for Flexible Non-Continuous Time Periods

THIS AGREEMENT is made on the

200

BETWEEN

(1) COUNCIL

and

(2) COUNCIL

IT IS AGREED AS FOLLOWS:

This Agreement is intended to govern the situation where it has been mutually agreed between two Local Authorities that one or more Employees shall be seconded to the other with a view to assisting in the performance of the Animal Health related functions.

1. Definitions and Interpretation

In this Agreement the following words and phrases shall have the following meanings:

- | | |
|--|--|
| “Secondment Period” | time spent by the Employees of one Local Authority performing the Services for another Local Authority |
| “the Services” | Animal Health related duties performed for one Local Authority by the Employees of another |
| “the Employee” | means any Employee of a Local Authority who carries out the Services for another Local Authority |
| “the Employer” | means the Local Authority to which the Employee is contractually bound |
| “The Seconding Local Authority” | means the Local Authority which seconds the Employee from the Employer |
| “Seconds” | means the period during which the Employee works for the Seconding Local Authority |

“Head of Service”

means the Head of the relevant service of the Local Authority or his/her designated representative

2. Commencement

This Agreement will begin on 200

3. Secondment

- 3.1. The Employer shall Second the Employee to the Seconding Local Authority for the Secondment Period as agreed between the two Local Authorities.
- 3.2. During the Secondment Period the Employee shall carry out the Services for the Seconding Local Authority whilst continuing to be employed by their Employer. Any work carried out by the Employee in connection with the Secondment shall be deemed to be in the normal course of employment with their Employer.
- 3.3. During the Secondment Period the Employees shall perform all of the duties assigned to him/her by the Seconding Local Authority.
- 3.4. The Employee will be paid by his/her Employer throughout the Secondment Period and any agreed extension of it.
- 3.5. Unless otherwise agreed in writing, the Employer Authority will invoice the Seconding Authority for repayment of the Employee’s salary and any other related costs.
- 3.6. The Employee shall work such hours as agreed between the Seconding Local Authority and the Employee having regard to the Employee’s contract and the Working Time Regulations. The Seconding Local Authority is authorised to receive/agree an opt-out, in accordance with the Working Time Regulations, with the Employee on behalf of the Employer.

4. Management of the Secondment

- 4.1. The Head of Service of the Seconding Local Authority shall take full responsibility for controlling the quality of the work of the Employee during the Secondment Period and shall ensure that the Employee performs to the best of their abilities all the duties required in connection with the provision of the Services.
- 4.2. The Employee will be subject at all times to the disciplinary procedure of his/her Employer. If the Seconding Local Authority suspects any misconduct on the part of the Employee or that their performance is unsatisfactory in any way, the Seconding Local Authority shall notify the Head of Service of the Employer who will be responsible for investigating such complaints and who will take up any necessary disciplinary action against the Employee

5. Duties

- 5.1. During the Secondment Period, and subject to outstanding commitments to the Employer, the Employee shall devote the whole of their time and skills to their duties for the Seconding Local Authority. He/she shall faithfully and diligently perform duties and exercise such powers as may from time to time be reasonably assigned to him/her. He/she shall obey all reasonable and lawful directions given by the Seconding Local Authority's Head of Service.
- 5.2. The Seconding Local Authority Head of Service shall be responsible for the issuing to the Employee of any authorisations and instructions as shall be necessary to enable them to carry out their duties.

6. Charges

During the Secondment Period:

- 6.1. Any cost or expense incurred by an Employee in exercising any power or carrying out duties under this Agreement shall be paid by the Seconding Local Authority.
- 6.2. The rates of any costs or expenses (other than salary related costs) incurred under this Agreement shall be subject to the agreement of and notification by the Seconding Local Authority.

7 Termination

- 7.1. This Agreement may be terminated by any party giving at least 7 days notice in writing.

8. Health and Safety

- 8.1. As the Employer, the Employer Local Authority shall be responsible for employer's liability insurance, however all parties shall ensure that they have adequate insurance cover, to cover any claims made in the event of the injury or loss caused to the Employee in connection with the provision of the Services.
- 8.2. The parties shall take all reasonable steps to ensure that the Employee complies fully with the provision of the Health and Safety Act 1974 and any related legislation insofar as it affects the Employee and his/her place of work.
- 8.3. The Seconding Local Authority shall ensure the provision of appropriate protective clothing and special instructions, training and assessments relating to the duties undertaken whilst on secondment.
- 8.4. The parties shall co-operate with each other in respect of any action to be taken in relation to the Employee in order that the parties can fulfil their duties under the Health and Safety Act and related legislation.
- 8.5. The parties shall provide to the others such information and access to its premises as the Employer may reasonably require in order to monitor the Employee's place of work.

9. Indemnity

9.1. The Seconding Local Authority hereby agrees to indemnify the Employer against all liabilities, claims, costs and expenses arising out of or in any way connected to any acts or omissions of the Seconding Local Authority in connection with the Secondment.

10. General

10.1. This Agreement constitutes the entire Agreement between the parties and supersedes all prior Agreements, understandings and arrangements between them and representations by them, whether oral or written, which relate to the subject matter of this Agreement.

10.2. No Amendment or variation to this Agreement shall be effective unless it is in writing and signed by or on behalf of all of the parties.

10.3. The benefit and burden of the Agreement may not be assigned or sub-contracted in whole or in part of any party without the prior written consent of the other parties unless it arises by operation of law.

On behalf of (The Seconding Local Authority).....Council

Signed: Dates:

Name: Position:

AGREEMENT BETWEEN SECONDEE AND SECONDING AUTHORITY

Employee Name: _____

Address: _____

_____ **Date of Birth:** _____

Employing Local Authority: _____

Post Title: _____ **Post Grade:** _____

Contact Officer: _____ **Tel:** _____ **Email:** _____

Details of Secondment:

Relevant Employment History/Experience:

Employer	Post Title and Main Duties	From	To

Outside your working environment – Do you live on or have contact with livestock/poultry (if Yes please give details below) Yes No

Please give details of any disability, condition or any other issue which might affect your role in this secondment.

Please give details of any reasonable adjustment you require to work conditions/arrangements to undertake the duties of this secondment.

Please detail any leave commitments

Date of Secondment: From to:

Signed: (Secondee) **Dated:**

Signed: (Seconding authority) **Dated:**

**ISSUES
OFFICERS BECOME EMPLOYEES OF SECONDING AUTHORITY**

Many of the issues highlighted at Appendix B (officers remaining employees of the 'donor' authority) can be overcome if the secondee becomes an employee of the seconding authority (in addition to being an employee of their substantive local authority employer). Posts and roles could have common job descriptions and grade structures and the seconding authority would be able to apply uniformed terms, conditions and allowances to all those who come to work in their area.

Lines of responsibility would be clarified with the seconding authority assuming full responsibility for all the secondees' actions, work etc. This would however raise another set of issues.

Appointment process

The authority would have to apply an appointment process, albeit fast-tracked, which would include medical clearance, some sort of selection process and references.

Job Evaluation

The post would have to be evaluated in accordance with the seconding authority's job evaluation process. This could however be carried out in advance as part of the contingency plan.

Pension

There will be pension complications that will need to be sorted out with the substantive employer local authority before the secondment starts. If the salary paid by the seconding authority is different to the persons substantive post then this could have pension implications. This would need to be clarified and in particular, if the seconded role was a lesser salary then the employee would need appropriate guarantees to ensure the pension arrangements would be protected.

One way of dealing with this is simply for the seconding authority to pay to the original employing authority the contribution that would have been paid had the employment continued as normal. This can be done in the same way as an employee can maintain their pension contributions during authorised (unpaid) leave. NOTE: As a new employee of the seconding authority he/she may have the right to join that authority's scheme. It is suggested that the option of 'making good' the employee's contributions should therefore only be offered as an alternative to joining the seconding authority's scheme and not in addition.

Leave/Sickness

Guarantees would have to be made to ensure that the employee's leave/sickness entitlement was maintained.

Payments made from salary

Many employees have arrangements whereby some payments are made direct from their salary e.g. health care or Unison/union subscriptions. These would need to be maintained even though for a period, little or no salary would be paid by the donor.

Protection of Employment & Conditions of Service

The officer would need to be given appropriate guarantees that they would be able to return to their substantive post at the end of the secondment period without any loss of benefit.

WORKING TIME REGULATIONS
Briefing Note

Main Provisions

Employee should:

- not to be required to work more than a maximum of 48 hours a week on average, though workers can choose to work more hours if they want, provided they sign an ‘opt-out’ agreement
- have a minimum daily rest period of 11 consecutive hours between each working day;
- have a minimum rest period of 1 day per week, which can be averaged over a 2-week period;
- have a 20 minute rest break during the working day if the working day is longer than 6 hours

What is Working Time?

The Working Time Regulations state that working time is when someone is “working, at their employer’s disposal and carrying out their activities or duties”

<p>This includes:</p> <ul style="list-style-type: none"> ✓ Working lunches, such as business lunches; ✓ When a worker has to travel as part of their job ✓ When a worker is doing job-related training that is directly related to their job ✓ ‘On-call’ when a worker is required to be at their place of work 	<p>This does not include:</p> <ul style="list-style-type: none"> χ Routine travel between home and work χ Rest breaks when no work is done χ Time spent travelling outside normal working time χ ‘On-call’ when a worker is away from their workplace and free to pursue leisure activities
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Working Longer Hours

Working time is calculated over a 17 week reference period unless another period is agreed. If an employee agrees to work more than an average of 48 hours a week, they should:

- sign an opt-out agreement, which then can cancel at any time;
- employer and worker should agree how much notice is needed to cancel the agreement, which can be up to 3 months. Otherwise the worker needs to give a minimum of 7 days' notice.
- employer should keep a record of who has agreed to work longer hours.

Employers cannot force a worker to sign an opt-out.