

Meeting Date: 15 December 2020  
Portfolio: Cross Cutting  
Key Decision: No  
Policy and Budget Framework: Yes  
Public / Private: Public

Title: Interim Chief Executive arrangements with Eden District Council  
Report of: Town Clerk & Chief Executive  
Report Number: CE 08/20

## **Purpose / Summary:**

The purpose of this report is to enable Carlisle City Council to consider the request from Eden District Council (EDC) that the City Council's Town Clerk & Chief Executive (TCCE) provides temporary part-time support as Interim Chief Executive at EDC. The proposed agreement between the two authorities is attached at Appendix 1 - it would run until 30 April 2021 and can be terminated by either side for any reason with one month's notice.

Assuming that the agreement runs until 30 April 2021, Carlisle City Council will receive approximately £25,000 from EDC in payment for services. The TCCE will receive no additional remuneration (and is content with this arrangement).

## **Recommendations:**

It is recommended that the City Council:

- i. agree the request from Eden District Council for Carlisle City Council to provide Interim Chief Executive services as described in the appended agreement.
- ii. delegate authority to the Corporate Director of Governance & Regulatory Services to agree any minor changes to the Agreement in the unlikely event that that becomes necessary. (For the avoidance of doubt, such delegation would not include any changes to the substantive terms as set out in this Report and approved by Council.)

## **1. BACKGROUND**

Following the departure of EDC's Chief Executive in August this year, that council has been considering options for temporary and longer-term provision of a chief executive. There have been informal discussions about the possibility of a temporary shared arrangement as announced to Council by the Leader on 8 September 2020.

Subsequently EDC has commissioned some work from North West Employers to advise their HR and Appeals Committee as they considered this issue. Following a recommendation from that committee, Eden District Council resolved at their meeting on 26 November 2020 to make this request of Carlisle City Council.

The advantage for the proposal for EDC is that it provides a cost-effective temporary provision of a chief executive, affording them flexibility as they consider how to address the longer-term. For Carlisle, it provides some income which can be deployed for the benefit of Carlisle and a personal development opportunity for the TCCE.

The 'back stop' for this agreement is that if, for whatever reason, either of the Councils feels that it is not working satisfactorily then they can terminate with one month's notice.

AGREEMENT DATED ..... BETWEEN CARLISLE CITY COUNCIL AND EDEN DISTRICT COUNCIL TO PROVIDE A HEAD OF PAID SERVICE TO EDEN DISTRICT COUNCIL

**1. PARTIES TO THE ARGREEMENT:**

The Council of the City of Carlisle of Civic Centre, Carlisle, Cumbria, CA3 8QG ('Carlisle City Council'); and,

Eden District Council of Town Hall, Corney Square, Penrith, CA11 7QF

**2. BACKGROUND**

This agreement sets down the provisions for secondment of Jason Gooding (the secondee) from Carlisle City Council to Eden District Council. During the period of the secondment the secondee will operate as Head of Paid Service/Chief Executive/ of Eden District Council. The secondment will be for the equivalent of two and a half days per week and, subject to paragraph 8, for the period of **INSERT until 30th May 2021 or when this Agreement is terminated in accordance with the said Agreement.** The two and a half days will be arranged to suit the mutual needs of both Councils and the allocation may vary from week to week.

**3. EMPLOYMENT POSITION OF THE SECONDEE**

3.1 The secondee will continue to be an employee of Carlisle City Council during the period of secondment. To avoid doubt, nothing in this Agreement will be construed as forming or intending to form a contract of employment, between the secondee and Eden District Council however Eden District Council may acknowledge the secondee as an employee only to the extent necessary for the purposes of appointing him as its Head of Paid Service/Chief Executive pursuant to section 4 of the Local Government and Housing Act 1989.

3.2 Carlisle City Council will continue to pay the secondee and accept all the normal duties and legal responsibilities of an employer relating to National Insurance, Pension, Income Tax and Redundancy Payments (if appropriate) for the secondee during the period of secondment, except where alternative and express provisions are made.

**4. MANAGEMENT OF THE SECONDEE**

Whilst on seconded duties the secondee will report to and be under the direction of the Leader of Eden District Council.

## **5. TERMS AND CONDITIONS OF EMPLOYMENT**

- 5.1 The secondee named in this document will, during their period of secondment, retain those terms and conditions set down within their contract of employment with Carlisle City Council.
- 5.2 Any changes to terms and conditions which may be required in order for the secondment to be fulfilled will be negotiated and agreed with the secondee by Carlisle City Council.

## **6. DUTIES AND RESPONSIBILITIES OF THE SECONDEE**

The secondee will undertake the duties and responsibilities agreed with the Leader of Eden District Council. Such duties and responsibilities will be notified to the secondee either prior to the commencement of the secondment period and/or as may reasonably be varied during the term of the agreement. The secondee will undertake to carry out all reasonable instructions in relation to the fulfilment of those duties and responsibilities.

## **7. SALARY/WAGES DURING THE PERIOD OF SECONDMENT**

- 7.1 Carlisle City Council will continue to pay the secondee during the period of secondment.
- 7.2 Carlisle City Council will continue to pay the secondee certified travel, subsistence and out of pocket expenses incurred in the performance of agreed duties during the period of secondment.

## **8. RECOUPMENT OF PAY AND PAYMENTS BY CARLISLE CITY COUNCIL**

- 8.1 Carlisle City Council will be entitled to recover costs from Eden District Council of One Thousand Pounds + VAT (£1000.00p + VAT) per week during the term of the agreement plus any travel, subsistence and out of pocket expenses incurred in the performance of agreed duties during the period of the secondment. Carlisle City Council will invoice Eden District Council on a monthly basis to recover these costs.
- 8.2 Travel, subsistence and out of pocket expenses will be paid at the rate paid by Carlisle City Council pursuant to the secondee's contract of employment such rates being more particularly specified in the Schedule to this Agreement.
- 8.3 If any claim for travel, subsistence or out of pocket expenses relate to duties carried out by the secondee on behalf of both Eden District Council and Carlisle City Council each council will be liable for fifty percent of such claim.

## **9. TERMINATION**

9.1 The secondment may be terminated in advance of the 31 May 2021 by Eden District Council where:

- (a) the secondee fails or neglects to carry out the reasonable instruction of Eden District Council and fails to satisfy the conditions necessary for the secondment;
- (b) Eden District Council has a reasonable belief that the secondee has been guilty of misconduct with the result that they could not be retained on the secondment;
- (c) the secondee terminates their employment with Carlisle City Council;
- (d) the secondee has breached the standards of conduct set down by Eden District Council or has contravened statutory requirements relating to the office of Head of Paid Service.

9.2 Such termination of the secondment will only be effected where Eden District Council formally requests Carlisle City Council in writing to end the secondment period, giving one month's notice.

9.3 The agreement may be terminated by either party if it believes that the secondment is not working effectively. The agreement will only be terminated by the relevant Council with such a belief with one month's notice being given to the other Council.

## **10. APPLICATION OF COUNCIL PROCEDURES**

10.1 As the secondee remains an employee of Carlisle City Council, the provision of that Council's procedures will continue to apply in respect of Discipline; Managing Attendance and Capability at Work; Grievance; Collective Disputes; Harassment, Discrimination, Victimisation and Bullying at Work; and Whistleblowing.

10.2 Carlisle City Council and Eden District Council will agree and effect management and reporting arrangements to ensure that the above procedures are operated fairly, equitably and efficiently during the period of the secondment.

10.3 Where differing arrangements are made for the administration and management of the procedures set down above, these shall be subject to consultation, negotiation and agreement between Carlisle City Council, Eden District Council, and the secondee. Such agreements will be binding and will be binding on all parties and will be appended to this secondment agreement.

## **11. CODES AND STANDARDS OF CONDUCT**

- 11.1 The secondee will be bound by the Code of Conduct applying to all employees of Carlisle City Council.
- 11.2 The secondee will also abide by the standard of conduct set by Eden District Council during the period of the secondment. Where there are differences between the Codes of Conduct then Carlisle City Council and Eden District Council will identify and agree between them the conduct expected.
- 11.3 Where the secondee is reasonably believed to be in breach of the code or standard of conduct set down by Carlisle City Council or Eden District Council then in the first instance, the agreement will be automatically suspended until such time as the appropriate and authorised manager of Carlisle City Council determines the necessary action in relation to Carlisle City Council's Disciplinary Procedures.
- 11.4 At all times in all instances, Carlisle City Council will be responsible for the administration of discipline, including dismissal, of the secondee.

## **12. ONGOING RELATIONSHIP DURING THE PERIOD OF SECONDMENT**

Eden District Council will allow Carlisle City Council reasonable access to the secondee to ensure that information regarding the secondee's substantive employment is readily available to/easily accessible by, the secondee. This is to ensure that the secondee contributes to any consultation/negotiation process about their substantive employment in the same way as any other employee not on secondment, and to ensure that Carlisle City Council properly discharges its statutory and contractual responsibilities in respect of the secondee.

## **13. INFORMATION**

- 13.1 Eden District Council will provide to Carlisle City Council all necessary information that the latter may reasonably require in respect of the performance by the secondee of agreed duties during the period of secondment.
- 13.2 Eden District Council will maintain and make available to Carlisle City Council on request an attendance record in respect of the secondee, recording:
- 13.2.1 absence due to annual, sick or special leave;
  - 13.2.2. absence due to industrial action; and
  - 13.2.3 unauthorised absences.

13.3 Eden District Council and Carlisle City Council will share any such information as appropriate and as required to ensure the efficient operation of the secondment.

#### **14. TRAINING AND DEVELOPMENT**

Eden District Council will be responsible for organising, and meeting all costs incurred in the provision of training undertaken by the secondee during the period of secondment for the benefit of and approved by Eden District Council, including course fees, accommodation, travel and subsistence unless it is agreed by Carlisle City Council prior to any such training that it is to be jointly funded by both councils in which case each council will pay fifty percent of the relevant costs.

#### **15. CONTINUITY OF EMPLOYMENT AND PENSION PROVISION**

15.1 The secondment to Eden District Council will not affect the continuity of employment of the secondee with Carlisle City Council. Consequently, the secondee will retain membership of the Cumbria County Council Pension Fund (save where the secondee has made alternative provision for pensions) and both the secondee and Carlisle City Council will continue to make the appropriate contributions to the Fund for the maintenance of pension entitlement.

15.2 Where alternative arrangements are made in respect of the operation of this clause, this will be the subject of specific agreement prior to the commencement of the secondment. This will form an appendix to this agreement.

#### **16. HEALTH AND SAFETY**

16.1 During the period of the secondment Eden District Council will be responsible in relation to the secondee for compliance with all duties relating to health, safety and welfare at work imposed upon an employer by any relevant statutory provision within the meaning of Section 53(1) of the Health and Safety at Work Act 1974 as if Eden District Council was the employer of the secondee.

16.2 Eden District Council will provide Carlisle City Council with such information, and access to its premises, as Carlisle City Council may reasonably require in order to monitor the performance by Eden District Council of the obligations in respect of Health and Safety at Work.

#### **17. CONFIDENTIALITY**

17.1 During and after the termination of this Agreement Carlisle City Council will not require the secondee to disclose/divulge confidential information to which he may have had access during the period of secondment.

17.2 During and after the termination of this Agreement Carlisle City Council will use all reasonable endeavours to ensure that the secondee does not disclose or divulge any confidential information.

## **18. INDEMNITY**

Eden District Council will indemnify Carlisle City Council against:

- (a) any liability which Carlisle City Council incurs due to any injury or disease sustained by the secondee during the period of secondment and arising out of and in the course of the secondee's secondment under this Agreement;
- (b) any liability which Carlisle City Council reasonably incurs as a result of any claim by the secondee for constructive dismissal and/or discrimination/harassment/victimisation arising out of and in the course of the secondee's secondment under this Agreement. Before entering into a settlement or compromise within the secondee, Carlisle City Council will give Eden District Council an opportunity to defend any such claim or to effect a settlement or compromise of such claim. Eden District Council may elect not to defend any such claim but will provide assistance to Carlisle City Council in defending, settling or compromising the claim as Carlisle City Council may reasonably require.

## **19. MISCELLANEOUS**

19.1 No amendment or variation to this Agreement will be effective unless it is in writing and signed by or on behalf of each of the parties to the Agreement.

19.2 The benefit and burden of this Agreement may not be assigned or sub-contracted in whole or in part by either party without the prior written consent of the other party.

## SCHEDULE

### MILEAGE RATES EFFECTIVE FROM 1<sup>st</sup> September 2012

National Employer's Organisation approved rates

	<b>451 – 999cc</b>	<b>1000 – 1199cc</b>	
Essential Users			
Lump sum per annum	£846		£963
Per mile first 8,500	36.9p	40.9p	
Per mile after 8,500	1	3.7p	14.4p
Casual Users			
Per mile first 8,500	46.9p	52.2p	
Per mile after 8,500	13.7p	14.4p	
Leased Car Users			
All mileage	9.406p	10.366p	

*Training mileage paid at 18p per mile for 1<sup>st</sup> 200 miles, then leased car rate for remainder of journey.*

### MAXIMUM SUBSISTENCE RATES EFFECTIVE FROM 1<sup>st</sup> April 2009

*Locally agreed rates reviewed and increased in line with the annual pay award*

	£	
Breakfast	6.34	
Lunch	8.71	
Dinner	14.21	
Out of pocket allowance	5.00	(maximum of £20.00 per week, i.e. 4 nights)
Hotel accommodation		London - £92.00 plus VAT per night Outside London £71.00 plus VAT per night

THE COMMON SEAL OF THE COUNCIL )  
OF THE CITY OF CARLISLE was )  
affixed to this Deed in the )  
presence of : )

THE COMMON SEAL OF EDEN )  
DISTRICT COUNCIL )  
was affixed to this Deed in the )  
presence of : )