

DATED ... 2013

**(1) MAYOR AND BURGESSES OF THE ROYAL BOROUGH OF
KENSINGTON AND CHELSEA**

AND

**(2) THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF HAMMERSMITH AND FULHAM**

AND

(3) THE LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER

TRI-BOROUGH JOINT WORKING AGREEMENT

LOCAL SUPPORT PAYMENT SERVICES

Tasnim Shawkat
Director of Legal Services
Royal Borough of Kensington and Chelsea

1	BACKGROUND	4
2	DEFINITIONS AND INTERPRETATION	5
3	DURATION OF THE AGREEMENT.....	5
4	THE ARRANGEMENTS	5
5	DELEGATION OF FUNCTIONS	6
6	SHARING EMPLOYEES	6
7	ACCOUNTABILITY	7
8	ANNUAL REVIEW.....	8
9	FINANCIAL ARRANGEMENTS FOR POST HOLDERS	9
10	FINANCIAL PROTOCOL.....	9
11	HUMAN RESOURCES (HR) PROTOCOL.....	10
12	INDEMNITIES, LIABILITIES AND INSURANCE	10
13	INSURANCE.....	11
14	STANDARDS OF CONDUCT	14
15	CONFLICT OF INTEREST	14
16	COMPLAINTS	16
17	OMBUDSMAN.....	17
18	INTELLECTUAL PROPERTY.....	17
19	CONFIDENTIALITY & DATA PROTECTION	18
20	FOI AND ENVIRONMENTAL INFORMATION REGULATIONS.....	19
21	DEFAULT	20
22	DISPUTES	21
23	TERMINATION	22
24	VARIATIONS.....	25
25	NOTICES.....	25
26	WAIVERS	26
27	SEVERANCE.....	27
28	TRANSFERS	27
29	NO PARTNERSHIP	27
30	ENTIRE AGREEMENT	27
31	THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999.....	28
32	GOVERNING LAW	28

Schedule 1 : DEFINITIONS AND INTERPRETATION.....30
Schedule 2 : AIMS, Functions, Structure, Governance..... 37
Schedule 3 : HR PROTOCOL 38
Schedule 4 : FINANCAL PROTOCOL..... 52
Schedule 5 : S.113 ARRANGEMENTS.....53
Schedule 6 : SOVEREIGNTY GUARANTEE89

THIS AGREEMENT is made on ... day of ... 2013

PARTIES

- (1) **ROYAL BOROUGH OF KENSINGTON AND CHELSEA** of The Town Hall,
Hornton Street, London W8 7NX

- (2) **THE LONDON BOROUGH OF HAMMERSMITH AND FULHAM** of the Town
Hall, King Street, London, W6 9JU

- (3) **THE LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER** of
City Hall, 64 Victoria Street, London SW1E 6QP

1. BACKGROUND

- 1.1 The Welfare Reform Act 2012 introduced changes to the Social Fund which mean that funds for Community Care Grants and Crisis Loans for Living Expenses, previously administered by The Department for Work and Pensions (DWP) are transferred to Local Authorities to be managed locally.

- 1.2 The Parties wish to create a new joint service for the administration of a Local Support Payment Service (LSPS). The Royal Borough of Kensington and Chelsea will be the lead authority and will recruit, train and manage staff responsible for assessing entitlement to Local Support Payments. The parties wish to realise economies and efficiencies through the single administration of the new scheme

- 1.3 The Parties have given a Sovereignty Guarantee to ensure that the independence of the authorities as political and legal entities is protected. The Parties intend that although the bulk of the administrative funding is passed to the Royal Borough of Kensington and Chelsea to administer the scheme, each authority will retain its own funding allocation rather than it being pooled across all three authorities.

- 1.4 There will be no ring fencing attached to the money devolved to local authorities. Nor will there be any duty to provide a particular type of service. Each Local Authority will need to decide how the money is to be spent to reflect local priorities
- 1.5 To combine and integrate the Services in the manner described in Paragraph 1.2, the Parties have agreed to develop a bespoke joint working arrangement. The terms of this arrangement are documented in this Agreement and includes the exercise of powers contained in Section 113 of the 1972 Act so that officers of each authority are made available to the other authorities for the purposes of performing functions as an officer of the other authorities for the purpose of delivering a Local Support Payment Service hosted by the Lead Authority.

2. DEFINITIONS AND INTERPRETATION

This Agreement shall be interpreted in accordance with **Schedule 1**.

3. DURATION OF THE AGREEMENT

This Agreement shall commence on the Commencement Date of 1st April 2013 and shall continue in force until it is terminated in accordance with **Clause 25**.

4. THE ARRANGEMENTS

- 4.1 The Parties agree that from the commencement date they will implement the arrangements in Schedule 2 concerning the Aims Functions, Structure and Governance of the LSPS.
- 4.2 The Parties agree that the aims, benefits and intended outcomes and the principles set out in Schedule 2.1 are

aspirational and are not intended to give rise to legally binding rights and obligations between the Parties.

- 4.3 These Arrangements shall not affect the liabilities of the Parties to any third parties for the exercise of their respective functions and obligations.

5. DELEGATION OF FUNCTIONS

- 5.1 Nothing in this Agreement has (or is intended to have) the effect of transferring statutory functions from one Party to another. This means that the performance by a Post Holder of their S113 Duties is done in their capacity as an officer of the Non-Employing Party. That Post Holder is not exercising functions delegated by the Non-Employing Party to the Employing Party.
- 5.2 Parties may only delegate their statutory functions to each other in exercise of the powers contained in S101 of the Local Government Act 1972 and S17 of the Local Government Act 2000. In the event that any of the Parties agree to enter into such an arrangement it will be recorded in a separate agreement that has been signed by participating Parties.
- 5.3 The Parties hold the view that TUPE will not apply on the commencement of this Agreement or during the term of the Agreement. However if TUPE operates so as to transfer the contract of employment of any Post Holder, due to a Relevant Transfer, from one Party to the other Party, the Parties shall comply with their legal obligations under TUPE.

6. SHARING EMPLOYEES

- 6.1 With effect from the Commencement Date, it is agreed that, in exercise of the powers contained in Section 113 of the 1972 Act and in accordance with Schedule 5 the Parties will make those individual post holders identified in Schedule 5, (and any other individual made available in accordance with Schedule 5 and for whom a Party is the Employing Party) available to the other Parties for the purposes of enabling each Post Holder to deliver the Services through the combined performance of their Employee Duties and, in accordance with their individual agreement, their S113 Duties.
- 6.2 The Lead Authority will employ the LSPS Manager and shall at its absolute discretion deal with any issues relating to the LSPS Manager, including but not limited to those relating to capability, performance and conduct, as it considers appropriate in consultation with the Non-employing Parties. Before taking any decision to act, or to decline to act, the Employing Party shall consider representations from the Non-employing Parties and, if requested by either of them, provide reasons for its decision in writing.

7. ACCOUNTABILITY

7.1 For the purposes of these Arrangements, the Post Holders will be accountable to:

7.1.1 the Non-Employing Party for the performance of their S113 Duties; and

7.1.2 the Employing Party for the performance of their Employee Duties In accordance with the arrangements further described in Clause 7.2 .

7.2 Where an individual ("Person A") is directly accountable to a Post Holder ("Person B") Person A is accountable to Person B in

Person performance by Person A (either as an employee of their Employing Party or in performance of S113 Duties) of the Employing Party functions.

7.3 The Parties will establish and keep under review management arrangements whereby officers shall be accountable to the Parties for the management of the LSPS throughout the Agreement Term. Such management arrangements may:

7.3.1 further specify the respective responsibilities to each Party of Post Holders discharging both their Employee Duties and their S113 Duties;

7.3.2 be subject to the approval of the Parties through their decision-making arrangements;

8. ANNUAL REVIEW

8.1 The LSPS Manager shall carry out an annual review of the Arrangements for the purpose of evaluating;

8.1.1 performance of the Arrangements against the targets, priorities and outcomes specified in this Agreement (or such other targets, priorities and outcomes as may be agreed between the Parties in writing from time to time);

8.1.2 targets and priorities for the next Financial Year;

8.1.3 the operation and effectiveness of the Arrangements;

8.1.4 delivery of agreed outcomes and benefits and the role of the Arrangements in relation to such delivery.

8.2 Following a review held in accordance with Clause 8.1, the LSPS Manager will make recommendations to the Parties in respect of the Arrangements.

9. FINANCIAL ARRANGEMENTS FOR POST HOLDERS

9.1 In respect of each Post Holder, the Employing Party shall be responsible for the payment (subject to Clause 9.2 and 12) of all sums due and payable to that Post Holder in accordance with their Employment Contract, including (without limitation) all tax, national insurance and pension contributions.

9.2 The Non-Employing Party will reimburse the Employing Party for all expenses incurred by a Post Holder in the performance of their S113 Duties (where such expenses are recoverable from the Employing Party's expenses policy). In the event that expenses relate to both S113 Duties and Employee Duties, the Non-Employing Party will reimburse the Employing Party for such proportion as is agreed between the Parties.

9.3 The costs of any training which a Post Holder is required or requested by the Non-Employing Party to attend for purposes connected with the performance of a Post Holder's S113 Duties will be funded by the Non-Employing Party.

10. FINANCIAL PROTOCOL

10.1 As part of the Parties wider commitment to combination, integration and joint working, the Parties have developed a Financial Protocol set out in Schedule 4 that establishes the principles of their financial relationship with effect from the Commencement Date.

10.2 The Parties may agree to vary the Financial Protocol from time to time in accordance with Clause 26.

11. HUMAN RESOURCES (HR) PROTOCOL

11.1 The Parties have jointly developed the HR Protocol set out in Schedule 3 for the ongoing management of the combined team arising out of or in relation to the Arrangements. This protocol is designed to support the Arrangements but is not intended to be (and, unless the Parties expressly agree otherwise in writing, will not have the effect of being) a substitute for a Party's existing HR policies and procedures.

11.2 The Parties agree to be bound by the terms of the HR Protocol and to fulfil their respective obligations there under.

11.3 The Parties may agree to vary the HR Protocol in accordance with Clause 26.

12. INDEMNITIES, LIABILITIES AND INSURANCE

12.1 Each Party shall indemnify the other Party against any Loss (excluding Indirect Loss) suffered or incurred by the indemnified Party arising out of or in connection with:

12.1.1 the indemnifying Party's negligence or breach of contract; and

12.1.2 any claim made by a third party arising out of or in connection with the indemnifying Party's negligence or breach of contract,

12.1.3 in each case in connection with the performance or failure of performance of the indemnifying Party's obligations under this Agreement, except to the extent that such Loss has been caused by any negligence, act or omission by, or on the part of, or in accordance with the instructions of the other Party.

12.2 Subject to clause 12.3 the Parties agree that they will be responsible for the activities of a Post Holder as follows:

12.2.1 the Non-Employing Party will be responsible for the acts or omissions of any Post Holder when performing their S113 Duties or otherwise acting in their capacity as an officer of the Non-Employing Party; and

12.2.2 the Employing Party will be responsible for the acts or omissions of any Post Holder when performing their Employee Duties or otherwise acting in their capacity as an officer of the Employing Party.

12.3 Subject to **Clauses 12.4 to 12.7**, any Loss incurred in relation to or arising from a Post Holder's employment whether or not following termination of employment of a Post Holder or termination of this Agreement including any award by a court or tribunal shall be the responsibility of the Employing Party. As between the Parties to this Agreement, the Non-Employing Party shall have no liability in respect of such Loss and the Employing Party agrees to indemnify the Non-Employing Party against any such Loss.

12.4 The Parties hold the view that TUPE will not apply on the commencement of this Agreement, during the term of the Agreement or on the expiry or termination of this Agreement (in whole or in part). However if TUPE operates so as to transfer the contract of employment of any Post Holder due

to a Relevant Transfer from one Party ("the Transferor Party") to the other Party ("the Transferee Party"), the Parties shall comply with their legal obligations under TUPE.

12.5 Subject to **Clause 12.7**, the Transferor Party shall be liable for and shall indemnify the Transferee Party against any Employee Liabilities incurred by the Transferee Party which arise before on or after the Relevant Transfer and out of an act or omission of the Transferor Party in connection with:

12.5.1 the Post Holder's employment with the Transferor Party;

12.5.2 any failure to comply with the obligations under Regulations 13 and 14 of TUPE (including any claim brought by an employee representative for breach of Regulations 13 and/or 14 of TUPE) except where such failure arises from the Transferee Party's failure to comply with its obligations under Regulations 13 and/or 14 of TUPE.

12.6 Subject to **Clause 12.7** the Transferee Party shall be liable for and shall indemnify the Transferor Party against any Employee Liabilities incurred by the Transferor Party which arise before on or after the Relevant Transfer caused by an act or omission of the Transferee Party in connection with:

12.6.1 the Post Holder's employment with the Transferee Party;

12.6.2 any failure to comply with the obligations under Regulations 13 and 14 of TUPE (including any claim brought by an employee representative for breach of Regulations 13 and/or 14 of TUPE).

12.7 Where any Employee Liabilities arise partly as a result of any act or omission of the Transferee Party and partly as a result of any act or omission of the Transferor Party whether before or after the date of the Relevant Transfer, the Parties shall indemnify each other against only such part of the Employee Liabilities sustained by the other Party as is reasonably attributable to the act or omission of that Party.

Mitigation

12.8 In relation to the indemnities of this **Clause 12**, the Parties agree to co-operate with each other and take all reasonable steps to mitigate any costs and expenses and any adverse effect on industrial or employee relations.

13. INSURANCE

13.1 Each Party may choose to maintain policies of insurance in respect of all potential liabilities arising from these Arrangements (as outlined in the Financial Protocol). A decision not to insure does not relieve a Party of its responsibilities under this Agreement.

13.2 Each Party agrees to ensure that:

13.2.1 where they are the Non-Employing Party, the insurance policies maintained pursuant to **Clause 13.1** cover liabilities that may be incurred through the performance, by a Post Holder, of their S113 Duties;

13.2.2 where they are the Employing Party, the insurance policies maintained pursuant to **Clause 13.1** cover liabilities that may be incurred through the

performance, by a Post Holder, of their Employee Duties.

14. STANDARDS OF CONDUCT

14.1 The Parties will comply and will ensure the Arrangements comply with all statutory requirements national and local and other guidance on conduct and probity and good corporate governance (including the Parties' respective Constitutions and Standing Orders).

14.2 The Parties will review and, where permitted and appropriate, amend their Constitutions including but not limited to Standing Orders, Financial Standing Orders and Schemes of Delegation as necessary to ensure compliance with their obligations under this Agreement and to enable the Arrangement to operate as smoothly and efficiently as practicable. Nothing in this clause shall require a Party to make amendments which in its reasonable belief would be inconsistent with the Sovereignty Guarantee.

15. CONFLICT OF INTEREST

15.1 The Parties acknowledge that conflicts of interest may arise during the course of this Agreement. The Parties agree that circumstances in which a conflict of interest may arise include, but are not limited to, the following:

15.1.1 when the private interests of a Post Holder conflict with the interests of the Non-Employing Party in the context of the Arrangements (a "**Private Interest Conflict**");

15.1.2 when the duties of a Post Holder arising under or in connection with the furtherance of integrated working

conflict with the duties owed by that Post Holder to the Employing Party (a "**Combined Working Conflict**").

Private Interest Conflict

15.2 In the event that a Private Interest Conflict arises, or a Post Holder suspects that it will arise, the Employing Party shall procure that full details of such Private Interest Conflict shall as soon as possible be reported to and recorded by the Employing Party in accordance with the Employing Party's policies and procedures for handling conflicts of interest.

15.3 When an Employing Party receives notification or otherwise becomes aware of a Private Interest Conflict pursuant to **Clause 15.2** the Employing Party shall as soon as possible notify the Chief Executives of such Private Interest Conflict who shall take such action as is appropriate in the circumstances to resolve the conflict.

15.4 In the event that the Chief Executives receive notification of a Private Interest Conflict pursuant to **Clause 15.3** and any Chief Executive considers that he is likewise subject to that or another conflict of interest that Chief Executive shall as soon as possible notify the Leaders of the relevant Parties.

15.5 Upon receiving notification from a Chief Executive pursuant to **Clause 15.4** the Parties shall ensure that the Leaders of the relevant Parties shall do what is required in order to ensure that the interests of the Parties are protected in accordance with applicable best practice for the management of conflicts of interests and having due regard to the employment policies and procedures of the Employing Party.

Combined Working Conflict

- 15.6 In the event that a Combined Working Conflict arises and which affects the Joint Executive Director's ability to act in the best interests of both Parties, the Joint Executive Director shall as soon as possible inform Parties that a Combined Working Conflict exists.
- 15.7 On receiving notice from the Joint Executive Director pursuant to **Clause 15.6** the Non Employing Party or Parties shall appoint an interim Director on such terms and for such duration as they believe is reasonably necessary and appropriate in the circumstances.
- 15.8 In the event that a Combined Working Conflict arises which is not covered by **Clause 15.6**, the Parties will ensure that the Joint Executive Director shall ensure that immediate steps are taken to promote and protect the interests of all Parties and their respective employees and where necessary the Parties shall use reasonable endeavours to procure that the Joint Director seeks appropriate independent professional advice.
- 15.9 The Parties acknowledge that a Combined Working Conflict arising may require each of the Parties to seek separate and independent legal advice.
- 15.10 The Parties acknowledge and agree that nothing in this **Clause 15** replaces either Party's obligations to comply with all relevant Law in relation to conflicts of interest.

16. COMPLAINTS

- 16.1 Subject to **Clause 17**, complaints by third parties arising out of or in connection with these Arrangements will be dealt with in

accordance with the complaints policy of the appropriate Party in force from time to time.

16.2 Subject to all relevant law and guidance, the Parties reserve the right to agree a combined complaints procedure(s). Any such procedure(s) shall be documented in writing and signed by the Parties.

17. OMBUDSMAN

The Parties will co-operate with investigations undertaken by their respective Ombudsman.

18. INTELLECTUAL PROPERTY

18.1 The Parties shall to the extent permissible by law grant to each other a licence to use the other Party's relevant IPR solely and exclusively for the purposes of and in connection with this Agreement and the Arrangements.

18.2 Subject to **Clauses 18.1 and 18.3**, neither Party shall acquire from the other Party any rights to that other Party's IPR.

18.3 If any IPR is created, brought into existence or acquired in relation to anything jointly developed by the Parties in relation to the Agreement or the Arrangements, the Parties shall negotiate in good faith and use all reasonable endeavours to agree the rights that each Party shall have in relation to such IPR. Following any such agreement the Parties shall to the extent permissible by law do all things and execute all documents necessary to give full effect to the agreement. If the Parties are unable to reach agreement the matter shall be referred to the Dispute Resolution Procedure.

19. CONFIDENTIALITY & DATA PROTECTION

19.1 Subject to the disclosure requirements of any Laws, nothing in this Agreement shall oblige a Party or a Post Holder to disclose information where such disclosure would be in breach of:

19.1.1 any contract; and/or

19.1.2 any other relevant and applicable internal or external policies or codes of conduct in relation to a confidentiality and disclosure of information

19.2 Each Party agrees at all times during the continuance of this Agreement and after its termination to keep confidential all information or data that it receives or otherwise acquires in connection with the other Parties and which by its nature is confidential or which has reasonably been marked with such words signifying that it should not be disclosed, except where:

19.2.1 the disclosure is made in connection with the Dispute Resolution Procedure or any litigation between the Parties;

19.2.2 the disclosure is required to comply with Law (including the FOIA);

19.2.3 the disclosure is made to a Party's professional advisors who owe a similar obligation of confidentiality; or

19.2.4 the information was in the possession of the Party without obligation of confidentiality or was in the

public domain (otherwise than by breach of this Agreement) before receiving it from the other Party.

19.3 The Parties shall at all times comply with Data Sharing Protocol set out in **Schedule 7** together with the provisions of the 1998 Act and any other relevant data protection legislation and guidance (including the Employment Practices Data Protection Code) which shall include without limitation working co-operatively together in relation to the use of Personal Data so that the requirements of the 1998 Act are met ensuring that appropriate technical and organisational security measures are taken to prevent unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.

19.4 The:

19.4.1 Employing Party shall take reasonable steps to procure that staff who process any Personal Data or Sensitive Personal Data in accordance with or in the course of this Agreement, and

19.4.2 the Non-Employing Party shall take reasonable steps to procure that Post Holders who, while undertaking S113 Duties, process any Personal Data or Sensitive Personal Data in accordance with or in the course of this Agreement,

do so in accordance with the provisions and principles of the 1998 Act and any other relevant data protection legislation and guidance (including but not limited to the Employment Practices Data Protection Code).

20. FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION REGULATIONS 2004

20.1 The Parties will each comply with their respective obligations pursuant to the FOIA but, without prejudice to this general obligation, will consult the other Parties prior to the disclosure of any information relating to these Arrangements.

20.2 Each Party will co-operate fully with the other Party for the purposes of enabling that other Party to properly fulfil its obligations under the FOIA.

21. DEFAULT

21.1 In the event of a Party (the "**Defaulting Party**") being, in the reasonable opinion of the either or both Parties (the "**Other Party**"), in breach of its obligations under this Agreement and such breach being capable of remedy, the following procedure will apply:

21.1.1 the Other Party may request a meeting with the Defaulting Party by giving five (5) Working Day's written notice to that effect. The meeting will include the Representative of each Party.

21.1.2 following such a meeting, the Parties will discuss and agree an action plan under which the Defaulting Party will be given a reasonable period of time to remedy the default to the satisfaction of the other Party (the "**Remedial Action Plan**").

21.1.3 Where an Other Party is not reasonably satisfied that the Defaulting Party has complied with the Remedial Action Plan, the Other Party will have the right, at its discretion, either to initiate the Dispute Resolution

Procedure or to exercise its right to terminate this Agreement in accordance with **Clause 23.6.2.**

22. DISPUTES

- 22.1 In the event of a dispute between the Parties in connection with this Agreement the Parties shall refer the matter to their Representatives (or their nominated deputies) who shall endeavour to settle the dispute between themselves.
- 22.2 In the event that the Representatives (or their nominated deputies) cannot resolve the dispute between themselves within a reasonable period of time having regard to the nature of the dispute, the matter will be referred to the responsible cabinet members of the Parties for resolution. In the event that the dispute cannot be resolved within a reasonable period of time (having regard to the nature of the dispute) by the relevant cabinet members, the matter will be referred to the Leaders of the Parties for resolution.
- 22.3 In the event that the dispute cannot be resolved in accordance with **Clause 22.2** within a reasonable period of time (having regard to the nature of the dispute) the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure or any other model mediation procedure as agreed by the Parties ("Mediation").
- 22.4 To initiate the Mediation, a Party or Parties may give notice in writing (a "**Mediation Notice**") to the other Party or Parties requesting mediation of the dispute and shall send a copy thereof to CEDR or an equivalent mediation organisation as agreed by the Parties asking them to nominate a mediator. The Mediation shall commence within twenty Working Days of the Mediation Notice being served.

22.5 The Parties will co-operate with any person appointed as mediator, providing him or her with such information and other assistance as he or she shall require and will pay his or her costs as he or she shall determine or in the absence of such determination such costs will be shared equally between the participating Parties.

22.6 No Party may commence any court proceedings/arbitration in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other Party or Parties have failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

23. TERMINATION

General

23.1 This Agreement may be terminated (in whole or in part) at any time by written agreement between the Parties.

23.2 Any Party shall have the right to terminate this Agreement at any time by service of 12 Months' written notice to the other Parties.

23.3 This Agreement may be terminated at any time in respect of any or all of the Post Holders by written agreement between the Parties.

23.4 This Agreement, in respect of any individual Post Holder, will terminate forthwith in respect of that particular Post Holder upon the dismissal or resignation of the Post Holder from their Employing Party or upon the Post Holder withdrawing their consent to being made available pursuant to these Arrangements where applicable.

23.5 This Agreement will terminate in respect of any individual Post Holder upon any reorganisation or reconstruction affecting any Party whereby the Post Holder no longer holds office with their Employing Party.

23.6 A Party may at any time by notice in writing to an other Party terminate this Agreement upon service of 20 Working Days written notice if:

23.6.1 the other Party commits a material breach of any of its obligations hereunder which is not capable of remedy;
or

23.6.2 the other Party commits a material breach of any of its obligations hereunder which is capable of remedy but has not been remedied in accordance with **Clause 21**.

23.7 A Party may by written notice to an other Party in accordance with **Clause 23.8** terminate this Agreement if:

23.7.1 as a result of any change in law or legislation it is unable to fulfil its obligations under this Agreement;

23.7.2 its fulfilment of its obligations hereunder would be in contravention of any guidance from any Secretary of State issued after the Commencement Date;

23.7.3 its fulfilment of its obligations would be ultra vires or otherwise unlawful,

and the Parties shall be unable to agree a modification or variation to this Agreement (which may include termination in part only) so as to enable the Parties to fulfil its obligations in accordance with law and guidance.

23.8 In the case of notice pursuant to **Clause 23.7.1 or 23.7.2**, the Agreement shall terminate after such reasonable period as shall be specified in the notice having regard to the nature of the change referred to in **Clause 23.7.1** or the guidance referred to in **Clause 23.7.2** as the case may be. In the case of notice pursuant to **Clause 23.7.3**, the Agreement shall terminate with immediate effect.

23.9 Notices served pursuant to **Clause 23.6 or 23.7** will result in termination of the whole of the Agreement unless the Parties agree otherwise in writing.

CONSEQUENCES OF TERMINATION

23.10 Termination of this Agreement in whole or in part (whether by effluxion of time or otherwise) shall be without prejudice to the Parties' rights in respect of any antecedent breach and the provisions of this Clause and **Clauses 2, 14, 15, 18-25 (inclusive), and 27-32 (inclusive)** shall continue in full force and effect.

23.11 In the event of termination of this Agreement, the Parties will use all reasonable endeavours to agree arrangements which will minimise disruption to:

23.11.1 the continued delivery of the Services to service users;

23.11.2 staff working within the Arrangements.

23.12 In the event that this Agreement is terminated in part only, the Parties will agree appropriate variations to the Agreement. Such variations will be documented in writing and signed by all Parties.

23.13 Where the Agreement is terminated in part, then except for that part of the Agreement that has been terminated, this Agreement shall continue in full force and effect.

24. **VARIATIONS**

24.1 The Parties may agree to vary the Agreement, including for the avoidance of doubt the HR Protocol and the Financial Protocol, from time to time in accordance with this **Clause 24**.

26.1 Any Party may propose a variation to the Agreement and the Parties shall use reasonable endeavours to agree the variation. In the event of any disagreement in relation to the variation any Party may refer the matter to the Dispute Resolution Procedure.

26.2 Any variation of the Agreement, the HR Protocol and Financial Protocol must be in writing and signed by, or on behalf of, each of the Parties.

25. **NOTICES**

25.1 Any notice of communication shall be in writing.

25.2 Any notice or communication to the relevant Party shall be deemed effectively served if sent by registered post or delivered by hand at an address set out in **Clause 25.4** and marked for the Representative or to such other addressee and address notified from time to time to the other Parties.

25.3 Any notice served by hand delivery shall be deemed to have been served on the date it is delivered to the addressee if delivered before 15.00hrs on a Working Day. Hand delivery

after 15.00 and or on a weekend or English public holiday shall be deemed served on the next Working Day. Where notice is posted it shall be sufficient to prove that the notice was properly addressed and posted and the addressee shall be deemed to have been served with the notice 48 hours after the time it was posted.

25.4 For the purposes of this **Clause 25**, the addresses at which notice must be served are, unless either Party is notified otherwise in writing as follows:

25.4.1 The Royal Borough of Kensington & Chelsea

Town Hall
Hornton Street
London
W8 7NX

25.4.2 The London Borough of Hammersmith and Fulham

Town Hall
King Street
London
W6 9JU

25.4.3 Westminster City Council

City Hall
64 Victoria Street
London
SW1E 6QP

26 WAIVERS

26.1 The failure of any Party to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed to be a waiver of any such provision and shall not in

any way affect the right of that Party thereafter to enforce such provision.

- 26.2 No waiver in any one or more instances of a breach of any provision hereof shall be deemed to be a further or continuing waiver of such provision in other instances.

27. SEVERANCE

- 27.1 If any provision of this Agreement becomes or is declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such unenforceability shall in no way impair or affect any other provision of this Agreement all of which will remain in full force and effect.

28. TRANSFERS

- 28.1 A Party may not assign, mortgage, transfer, sub-contract or dispose of this Agreement or any benefits and obligations hereunder without the prior written consent of the other Parties except to any statutory successor in title to the appropriate statutory functions.

29. NO PARTNERSHIP

- 29.1 Nothing in this Agreement shall create or be deemed to create a legal Partnership or the relationship of employer and employee between the Parties or render any Party directly liable to any third party for the debts, liabilities or obligations of an other party.

- 29.1 Save as specifically authorised under the terms of this Agreement no Party shall hold itself out as the agent of another party.

30 ENTIRE AGREEMENT

30.1 The terms contained in this Agreement together with the contents of the Schedules and Appendices constitute the complete agreement between the Parties with respect to the Arrangements and supersede all previous communications, representations, understandings and agreement and any representation, promise or condition not incorporated herein shall not be binding on any Party.

30.2 No agreement or understanding varying or extending any of the terms or provisions hereof shall be binding upon a Party unless in writing and signed by a duly authorised officer or representative of each Party.

31 THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

31.1 Unless the right of enforcement is expressly provided, no third party shall have the right to pursue any right under this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

32 GOVERNING LAW

32.1 This Agreement shall be governed by and construed in accordance with English law and, without prejudice to **Clause 24**, shall be subject to the exclusive jurisdiction of the English courts.

IN WITNESS whereof this Agreement has been executed by the Parties on the date of this Agreement

EXECUTED by
THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA

by:

Signed (Authorised Officer):.....

Name/Position:

EXECUTED BY
THE LONDON BOROUGH OF HAMMERSMITH AND FULHAM

by:

Signed (Authorised Officer):.....

Name/Position:

EXECUTED BY
THE CITY OF WESTMINSTER

by:

Signed (Authorised Officer):.....

Name/Position:

SCHEDULE 1: DEFINITIONS AND INTERPRETATION

In this Agreement the following expressions shall have the following meanings:

"1972 Act"

the Local Government Act 1972;

"1998 Act"

the Data Protection Act 1998;

"Agreement"

this agreement and the Schedules annexed as may be varied from time to time;

"Arrangements"

the arrangements made by the Parties for combination and integration pursuant to this Agreement, as summarised in **Clause 4**;

"Cabinet Member"

a member appointed by a Party to its executive pursuant to Part II of the Local Government Act 2000

"CEDR"

Centre for Effective Dispute Resolution;

"Chief Executive Officer"

a Party's Head of Paid Services designated pursuant to s.4 of the Local Government & Housing Act 1989.

"Commencement Date"

1 April 2013;

"Data Sharing Protocol"

the information sharing protocol included at **Schedule 6** as amended or replaced by the Parties from time to time.

“Dispute Resolution Procedure”

the procedure set out in **Clause 24**;

“DWP”

Department for Work and Pensions

"Employee Duties"

the duties which a Post Holder performs on behalf of the Employing Party as determined in accordance with their Employment Contract;

“Employee Liabilities”

all damages, losses, liabilities, claims, actions, costs, expenses (including the cost of legal or professional services, legal costs being on an indemnity basis), proceedings, demands and charges whether arising under statute, contract or at common law;

"Employing Party"

in respect of each individual Post Holder the Party that employs that Post Holder. Subject to the subsequent operation of TUPE, the Parties shall agree which Party shall be the Employing Party in accordance with the HR Protocol;

"Employment Contract"

the contract of employment between the Post Holder and the Employing Party;

“Financial Protocol”

the financial protocol included at **Schedule 4** as amended or replaced by the Parties from time to time;

“FOIA”

the Freedom of Information Act 2000 and the Environmental Information Regulations 2004;

“HR”

human resources;

“HR Protocol”

the document entitled “HR and Management Protocol for Establishing and Working in Combined Teams” included at **Schedule 3** as amended or replaced by the Parties from time to time;

“Indirect Loss”

loss of profits, loss of use, loss of production, increased operating costs, loss of business, loss of business opportunity, loss of reputation or goodwill or any other consequential or indirect loss of any nature, whether arising in tort or any other basis;

“Intellectual Property Rights” or “IPR”

all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world;

“Internal Governance Documents”

each Party’s internal governance documents which includes its constitution, maintained pursuant to s.37 of the Local Government Act 2000, standing orders and procedure rules;

“Combined Working Conflict”

has the meaning given to it in **Clause 17.1.2**;

“Law”

(a) any applicable statute or proclamation or any delegated or subordinate legislation;

- (b) any enforceable community right within the meaning of section 2(1) European Communities Act 1972;
- (c) any applicable guidance, regulations, direction or determination with which the Parties are bound to comply to the extent that the same are published and publicly available or the existence or contents of them have been notified to it by the other Party; and
- (d) any applicable judgement of a relevant court of law which is a binding precedent in England;

in each case in force in England;

“Lead Authority”

Is the Royal borough of Kensington and Chelsea

“LSPS”

Local Support Payment Service

“Loss”

all damage, loss, liabilities, claims, actions, costs, expenses (including cost of legal or professional services), proceedings, demands and charges whether arising under statute, contract or at common law;

“Month”

a calendar month;

"Non-Employing Party"

in respect of each individual Post Holder the Party that is not the Employing Party;

"Ombudsman"

the Local Government Commissioner for England (or any successor to their functions);

"Party"

each of the Council parties to the Agreement;

“Personal Data”

as defined in Section 1(1) of the 1998 Act;

"Post Holders"

individuals made available by the Parties for the Local Support Service in accordance with the HR Protocol;

“Private Interest Conflict”

has the meaning given to it in **Clause 17.1.1**;

“Relevant Party”

as defined in Section 10(4) of the Children Act 2004;

"Relevant Transfer"

a relevant transfer for purposes of TUPE;

“Representative”

the individual appointed by the Council from time to time (and notified to the other parties) as its representative for the purposes of the Arrangements;

“Sensitive Personal Data”

as defined in Section 2 of the 1998 Act;

“Services”

the services listed in Clause 1.1 of this Agreement

“Senior Leadership Team”

the shared management team for Children’s Services established under **Clause 9**.

“Sovereignty Guarantee”

the principles agreed by the Parties confirming their independence set out in **Schedule 8**

"S113 Duties"

those duties which a Post Holder will perform for and on behalf of the Non-Employing Party being the duties identified in the documentation establishing the Combined Team under the HR Protocol (subject to such variations as may be agreed between the Parties (and, where appropriate, the Post Holder) from time to time);

"Term"

the duration of the Agreement in accordance with **Clause 3**.

"TUPE"

the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006 No. 246) as amended;

"Transferee Party"

the Party to whom, subject to Regulations 4 (7) and 4 (9) of TUPE, a Post Holder's employment contract transfers, or a Post Holder contends that his or her employment contract transfers, due to a Relevant Transfer;

"Transferor Party"

the Party who immediately before the Relevant Transfer was the employer of a Post Holder whose contract of employment, subject to Regulations 4 (7) and 4 (9) of TUPE, is subject to a Relevant Transfer or of a Post Holder who contends that, subject to Regulations 4 (7) and 4 (9) of TUPE, his or her contract of employment is subject to a Relevant Transfer;

"Working Day"

8.00am to 6.00pm on any day except Saturday, Sunday, Christmas Day, Good Friday or a day which is a bank holiday (in England) under the Banking & Financial Dealings Act 1971.

References to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted (whether before or after the Commencement Date) from time to time.

The headings of the Clauses in this Agreement are for reference purposes only and shall not be construed as part of this Agreement or deemed to indicate the meaning of the relevant clauses to which they relate.

References to Clauses, Sections and Schedules are references to the clauses, sections and schedules to this Agreement respectively and a reference to a Paragraph is a reference to the paragraph in the Schedule containing such reference.

References to a person or body shall not be restricted to natural persons and shall include a company corporation or organisation.

Words importing the one gender only shall include the other genders and words importing the singular number only shall include the plural.

References to the Parties shall include any statutory successors to those local authorities.

SCHEDULE 2

2.1 Aims, Benefits and Intended Outcomes: The Local Support Payment will provide financial support and advice to vulnerable customers in the event of an emergency or accident or where residents need help to settle or remain in the community.

2.2 Functions: The Local Support Payment will assess entitlement based upon the eligibility criteria agreed by each Tri- borough authority. The Local Support Payment team will provide welfare benefit advice to customers as well a "signposting" to relevant Council services.

Each Tri-borough authority will develop and agree its own Local Support Payment policy including eligibility criteria.

The lead authority will provide monthly reports on claims made, awarded, refused and expenditure. Each Tri-borough authority will be responsible for monitoring its own expenditure and making amendments to the eligibility criteria as they see fit.

2.3 Structure:

The Local Support Service will contain:

- Eight assessment officers who will report to a manager.

SCHEDULE 3: HR PROTOCOL

HR PROTOCOL FOR ESTABLISHING AND WORKING IN INTEGRATED TEAMS

In terms of employment legislation the procedure is for guidance only and does not form part of an employee's contractual rights.

The contents may be subject to revision as required.

Contents

1 Background	25 Equal Opportunities/ Equalities and Diversity
2 Purpose of the Protocol	26 Bullying and Harassment
3 Clarity in the contractual relationship	27 Staff Consultation
4 Status of the Protocol	28 Sharing of Information
5 What is an Integrated Team?	29 Notes
6 The Benefits of an Integrated team	30 Compliance
7 Financial Arrangements	31 Impact on Council Key Priorities
8 Recording agreement to create a integrated team	32 Training and Awareness Requirements
9 Recruitment to an integrated team	33 Monitoring
10 Management Arrangements	34 Review
11 Training and Development	Appendix 1: The Stages in Setting up an Integrated Team
12 Governance	Appendix 2: Appointments to Newly Created Joint Structures: Integrated Team Working
13 Induction	Appendix 3: Flowchart of Process for Filling Posts
14 Performance Appraisal Process	Appendix 4: Health & Safety Framework
15 Poor Performance	Appendix 5: Template for establishing an integrated team
16 Grievance	
17 Disciplinary	
18 Job Evaluation	
19 Sickness/Absence Management	
20 Smoking & the Consumption of Alcohol or Drugs	
21 Leave	
22 Shared policies and procedures	
23 Whistleblowing	
24 Code of Conduct	

1. Background

- 1.1 Partnership arrangements are being developed to give London Borough of Hammersmith and Fulham, Royal Borough of Kensington and Chelsea and Westminster City Council, hereinafter referred to as LBH&F, RBK&C and WCC respectively the flexibility to be able to respond effectively to our aim of improving outcomes for residents by working to improve the quality, access and effectiveness of services both organisations are accountable for. In many instances this may involve working with other organisations, in wider partnership arrangements to fulfil these aims.
- 1.2 The current joint working arrangements across the 3 Boroughs through the Tri Borough Programme Board signals the strong focus on establishing integrated arrangements where these will have a recognisable benefit on service delivery.
- 1.3 The driver for the establishment of integrated arrangements must be improved provision of services to the customer, and/or reduced costs to taxpayers, so changes will be only undertaken where they can be proven to be of benefit and value for money. The design of integrated teams must reflect the shape and structure of the service to be delivered and, where it is the best option operationally, the arrangements may include developing 'virtual' teams.
- 1.4 The Tri Borough Programme Board will oversee the integration programme. The dedicated workstreams and specialist expertise teams e.g. HR and Finance will be key drivers for assessing the potential benefits of integrating particular teams or functions.
- 1.5 This protocol is designed to provide HR clarity about what working in an integrated team means, and how an integrated team will be created. The existence of such a protocol does not imply that any decisions have been taken on what, if any, teams would be integrated.
- 1.6 The limited number of current integrated arrangements that are already established in England have proceeded and/or evolved on the basis that each of the partners could provide staff to create integrated teams whilst retaining those staff members as their existing employees. Without facilitating primary legislation, it is necessary to develop a locally agreed set of protocols.
- 1.7 It will be for each of the 3 Boroughs to make the necessary arrangements with their own staff to facilitate the development of integrated teams. Such arrangements will be made by way of an amended job/role or management instruction/guidance to staff.

2. Purpose of the Protocol

- 2.1 The purpose of the Protocol is to set out how employment issues will be dealt with in services where staff from each of the 3 Boroughs are working together in integrated teams and in particular, where the staff are managed by an employee of one of the 3 Boroughs or other partners.
- 2.2 This HR protocol reflects the fact that those managing integrated teams will need to be clear about the contractual terms of staff they manage but who are employed by another partner organisation, usually LBH&F, RBKC or WCC with the aim of supporting managers and staff working in integrated teams.
- 2.3 Guiding principles are:
- No integration will take place without due regard for agreed change process
 - To protect the rights and duties of our staff under their contract of employment
 - To ensure staff within integrated teams are treated fairly and equitably
 - To resolve any difficulties and other issues as far as is practicable at local management level
 - To develop a shared set of working standards
 - **To ensure managers receive clear guidance and advice from the respective Human Resource Departments on how to apply HR policies and procedures appropriately.**

3. Clarity in the contractual relationship

- 3.1 The HR policies, procedures and terms and conditions of staff and the statutory obligations of the partner organisations are unchanged by this protocol. Staff employed in integrated teams will continue to be contracted to their current employer on the same terms and conditions provided under the respective individual and organisations contract of employment. Plus:
- The employing organisation remains responsible for exercising the rights and duties of the employer
 - The HR Protocol requires parties to liaise with each other regarding the contracts of employment of those they manage and to take advice from HR staff of the employing organisation where interpretation or formal action under the contract of employment is required
 - Existing and established posts that have become part of an integrated team arrangement should normally be filled on the same and continuing basis unless otherwise agreed between the partners.

4. The status of the Protocol

- 4.1 This protocol :
- will complement, but not replace, the HR Policies and Procedures of the partner organisations. However, where any conflict/disagreement occurs between the protocol and any HR Policies/Procedures, then the HR Policy/Procedure will take precedence;

- In no way affects the statutory obligations of the Partner organisations;
- In no way affects the contracts of employment or terms and conditions of the staff of the Partner organisations; and
- Is designed to support those working in joint or integrated teams.

5. What is an integrated Team?

5.1 For the purposes of building a partnership between LBH&F, RBKC and WCC, an integrated team will usually be based on a mix of the 3 Councils' staff who:

- Will retain their employment role and status with no material changes to their terms and conditions, which means that employees of LBH&F, RBKC and WCC will work alongside each other on the different terms and conditions of each organisation;
- Will be managed by an employee or employees of either of the 3 Boroughs;
- May or may not be co-located with the rest of the team;
- May include colleagues from other partnership organisations;
- Will be part of an identified Team who report through to a designated Director, Executive Director or Chief Executive;
- Will share team goals and objectives but will continue to be subject to the staff / individual performance review process relating to the organisation that employs them;
- Work within a team that can be integrated as part of an organisational restructuring; Can be part of organisation under a joint budgeting agreement; and
- Will work under a S113 arrangement agreed between the three Boroughs

5.2 An integrated team at this point in time will not usually be:

- A team where all members are employed by the same organisation;
- A team involving TUPE processes: roles/employment will not be transferred; and
- A team made up solely of secondees.

6. The Benefits of an integrated team

6.1 The benefits of creating an integrated team must be measured in terms of service quality and improvements as experienced by the customer and improved value for money. This may be in relation to:

- front line services provided by any of the 3 organisations
- Services commissioned by any of the 3 organisations
- Services which are provided to colleagues within the 3 Councils

6.2 An integrated team should improve quality, effectiveness and access to public services..

6.3 There are a range of additional benefits, these include:

- Supporting the 3 Councils' progress and development as Commissioning organisations and ambition to apply the framework to its functions;

- Extending the range of capability, skills and opportunity within the team;
- Career development, including increased opportunities for learning and possibly secondments;
- Significant multiorganisational learning, development and performance improvement;
- Closer inter-professional awareness and trust, developed through a clearer understanding of the roles and perspectives of others in multi professional teams,;
- The potential for the development of flexible role boundaries when combined with a willingness to work differently; and
- Achieving more economic and efficient delivery of service, over time, through unified management of resources and workload.

7. Financial Arrangements

7.1. Lead Managers will need to discuss and agree the financial arrangements underpinning the integrated team arrangement. In all cases, salaries should continue to be paid from the employer's payroll, but there will be cases where a financial contribution from one or both of the other Boroughs is agreed as being appropriate. There are a variety of models which may be suitable depending on the circumstances of the specific team in question. Options include but are not limited to:

- An appropriate charging split agreed between the Councils annually for the cost of the full team;
- The integrated team working across boundaries and time records in order to allocate the correct charge to the correct budget;
- Individual members of staff, within an integrated team, only do work for the organisation employing them, which in turn pays their salary from the appropriate budget.

7.2. Depending on the make up and working practices of the integrated team, it may be appropriate to use a number of these options at the same time, or to pursue a different financial model.

Managers of integrated teams should discuss and agree with the lead Directors or other appropriate officers the most appropriate financial arrangement with the Finance teams from all 3 organisations.

8. Recording agreement to create an integrated team

- 8.1. When agreement has been reached to create an integrated team, the details of such team, must be recorded using the template.
- 8.2. The template should be signed by the appropriate lead Directors of the 3 Boroughs and the completed copy will be kept by the HR Departments on behalf of all 3 organisations.
- 8.3. Any subsequent changes to the financial arrangements must be updated on the template.

9. Recruitment to an integrated team

- 9.1 In all cases, whether for new posts, reorganisations or replacements LBH&F, RBKC and WCC agree that the terms of the employing organisation will

prevail and the integrity of the terms and conditions and job evaluation processes to determine those terms will be upheld. No individual shall be subject to a hybrid set of terms and conditions.

- 9.2 Regardless of the sources of funding for posts within the team, all staff will be treated fairly and equitably and in accordance with the policies of LBH&F, RBKC and WCC.
- In relation to the appointment of a new member of staff, managers should refer to local policies on recruitment and should work with the appropriate Human Resources team who will advise on applying the following criteria:
 - How the vacancy is to be managed and the nature of the replacement post.
 - Job descriptions should reflect the integrated nature of the structure, the role and duties expected of the post-holder in accordance with integrated team and service requirements.
 - The evaluated salary range
 - The process of advertising; and
 - Recruitment costs.
- 9.3 There might be a joint appointment. Where the post is a joint appointment, the contract of employment will reside with one of the 3 Boroughs and should detail the role and accountabilities reflecting the integrated nature of the joint appointment.
- 9.4 The recruitment process will be in accordance with the employing Borough's policies and procedures and will conform to the principles for safer recruitment.
- 9.5 The manager designated to lead the recruitment process will ensure appropriate use of employer brand, logo and internal / external vacancy circulation appropriate to the posts being advertised. Recruitment literature to reflect the joint nature of the service.
- 9.6 There are separate job evaluation schemes in place in the three Boroughs. The employing Borough will evaluate the post where appropriate.

10. Management Arrangements

- 10.1 This protocol sets out the line management arrangements for an integrated team. The manager of an integrated team:
- Shall have the right to give any reasonable instructions to staff of the Boroughs, who are members of the team
 - Will manage staff in accordance with the expectations of the 3 Boroughs (reflecting the relevant policies and procedures) in matters relating to a range of areas, including but not exclusively relating to :
 - Health and safety;
 - Training and Development;
 - Code(s) of Conduct;
 - Conflict of Interests/Confidentiality;
 - Communications;
 - Performance Management & Appraisal;
 - Recruitment and selection;

- Sickness Management;
 - Annual leave;
 - Grievance and discipline;
 - Whistle-blowing;
 - Bullying and harassment;
 - Work life balance/Improving Working Lives policies;
 - Equal opportunities; and
 - Staff and Trade Union Consultation.
- It must be acknowledged that the management of integrated teams, particularly those that are not co-located, will place additional demands upon the manager of the team. Knowledge of many aspects of the 3 Boroughs HR policies and procedures will be a pre-requisite to applying staff management processes across the team. This will require training and support, with guidance from HR and line management, encouraging the development of managerial confidence and skill.
 - The team manager must clarify roles and set clear outcomes for the team as a whole and ensure that there are regular meetings balanced with one to ones in order to develop team skills and coherence.
 - Clear lines of accountability must be established, including responsibilities and reporting requirements.

11. Training and Development

11.1 The manager of the integrated team should be able to access development opportunities for staff they manage across the 3 Boroughs unless exceptional circumstances prevail where funding is identified (ring fenced) for specific service areas and/or staff groups.

12. Induction

12.1 Consistent induction should be developed across integrated teams.

12.2 Newly appointed team members should participate in a full induction, within their employing organisation, which will be tailored to individual need, to ensure they can operate effectively within the integrated environment.

12.3 Managers of integrated teams must ensure that they undertake a familiarisation session with each team member based on filling in the gaps regarding the knowledge needed to function effectively in the host organisation.

12.4 Managers will receive appropriate induction/management development in accordance with their individual need. All existing, as well as new managers, who are managers of staff from across the 3 Councils, must familiarise themselves with the key policies and procedures of LBH&F, RBK&C and WCC.

13. Performance Appraisal/ Process

13.1 Staff will be performance managed in accordance with their employing Council's contractual policies and procedures.

13.2 All of the staff across the 3 Boroughs are subject to the annual appraisal process which should also include a mid-year review.

- 13.3 Key objectives will be set which support the aims of the team, the organisational priorities and the integrated arrangement. Individual training and development needs will be identified through the process. The 3 Boroughs will provide appropriate training to manager/team leaders to enable them to effectively undertake the relevant appraisal processes for their staff.
- 13.4 To ensure all staff are appraised according to their employing organisations' procedures, all managers of integrated teams, regardless of their own employment status, must ensure that they have good working knowledge of the appraisal procedures applicable for staff at all levels in each of the 3 Boroughs.
- 13.5 This means that the manager of the integrated service/team must clarify his/her responsibilities under their own Council's appraisal scheme as well as those in each of the 2 other Boroughs. Support should be accessed through the employing HR team.

14. Poor Performance

- 14.1 The capability procedure for the relevant employing Borough should be used to manage any problems that arise, irrespective of the employing organisation of the line manager concerned.
- 14.2 Managers contemplating taking formal poor performance action will take advice from the employee's HR service to ensure adherence to contractual procedures.
- 14.3 Any decision to dismiss can only be taken by a senior manager, as identified within the employing organisation's HR policy, based on the recommendation and case presented by the manager of the integrated team, allow the concerned the opportunity to full representation.

15. Grievance

- 15.1 Any grievance issues will be dealt with under the appropriate employing organisation's grievance procedure
- 15.2 It is essential that managers of integrated teams make themselves aware of the timescales under the procedure.
- 15.3 HR advice will be provided, from within the employing organisation on the application of the grievance procedure.
- 15.4 Where one Council employee in an integrated team submits a grievance about an employee in another. HR in the two Councils will identify how the investigation and resolution process should be managed; practically applying the relevant grievance procedure.
- 15.5 Collective grievances or disputes can only be raised by trade unions.
- 15.6 Pay and Terms & Conditions remains the province of the relevant Council, therefore there can be no shared dispute on these grounds.

16. Disciplinary

- 16.1 Any formal action against an employee will be taken under their employing Borough's Disciplinary Policies and Procedures. Where these procedures state the immediate line manager, this will mean the employee's line manager, regardless of the line manager's employing organisation.
- 16.2 Appropriate HR advice from the employing organisation must be sought, , but always in the following instances:
- in all cases of potential gross misconduct;
 - when there is police, fraud or safeguarding involvement;
 - where a trade union representative is involved; and
 - where there is an allegation of bullying or harassment made by an employee of one organisation against an employee of another organisation.

17. Job Evaluation

- 17.1 The Councils use the GLPC and Hay job evaluation schemes at various levels in the separate organisations.
- 17.2 Market supplements may be paid across the 3 Boroughs in line with the employing boroughs policy.
- 17.3 These arrangements will continue, as at present, and will therefore apply to each team member of an integrated team, as appropriate and in line with the policy of their employing organisation.

18. Sickness/Absence Management

- 18.1 Any issues arising from the sickness and/or absence of members of staff within the integrated team will be managed in accordance with the employing organisation's policies and procedures and contract of employment.
- 18.2 Managers will need to be mindful of the relevant trigger points for consideration, under the relevant sickness procedure, in line with the HR and Occupational Health advice available. Appropriate direction will be provided through the relevant HR function.
- 18.3 Line managers will have access to advice from the relevant HR Team/Occupational Health service representing the employing organisation on issues of long-term sickness line

19. Smoking and the Consumption of Alcohol or Drugs

- 19.1 The rules of the employing organisation must be followed with regard to the consumption of alcohol during working hours.
- 19.2 Smoking whilst on duty is allowed only in accordance with the employing organisation's policies and procedures and also in accordance with the policies and procedures of the organisation in whose premises staff are working.

20. Leave

- 20.1 The policies of the employing organisation apply.

- 20.2 The immediate line manager, regardless of employing organisation, can authorise flexi/annual leave for staff. It is the immediate line manager's responsibility to ensure that this is done in a planned manner according to the exigencies of the service. It is the line manager's responsibility to keep a record of staff leave and to ensure that this information is forwarded as required to the relevant payrolls and/or HR Teams.
- 20.3 The immediate line manager, regardless of employing organisation, should in the first instance refer to the appropriate policy and ultimately seek guidance, from the HR team of the employing organisation, regarding Special Leave, Compassionate Leave, Maternity Leave, Paternity Leave and other forms of paid and unpaid leave.
- 20.4 For matters of Maternity and Paternity Leave, the integrated team manager must seek advice as soon as possible. This should be from the relevant HR section of the employer of the member of staff concerned.
- 20.5 For matters concerning Sabbaticals or employment breaks, the integrated team manager must seek advice from the relevant HR section according to the employing organisation of the member of staff concerned.

21. Shared policies and procedures

- 21.1 In adopting the principle of best practice in an integrated service, it is determined that some policies, procedures and protocols may be adopted jointly, regardless of their employing organisation. Individual policies and procedures will make it clear if this applies. Opportunities to integrate and harmonise policies and procedures will be maximised, as will partner organisations commitment to respond joint to new legislation and initiatives.

22. Whistleblowing

- 22.1 The policy of the organisation employing the whistleblower will apply. However, it is accepted that if the member of staff reveals concerns that are related to one or both of the other Boroughs, these will be shared on a confidential 'need to know'/'need to act' basis and managed in accordance with best practice.

23. Code of Conduct

- 23.1 The code of conduct of the employing organisation will apply to its own staff regardless of their place of work and their team/managerial arrangements.
- 23.2 Any local protocols as part of the integrated teams will apply.

24. Equal Opportunities/ Equalities and Diversity

- 24.1 Staff will adhere to the relevant organisation's policy and comply with the requirements regarding Race/Equality Impact Assessments.

25. Bullying and Harassment

25.1 The Bullying and Harassment Policies of the relevant organisations will be used and applied in relation to the staff concerned in any bullying/harassment allegations and/or situations.

26. Staff Consultation

26.1 Staff consultation processes within each organisation will continue namely informal sessions, and formal meetings. Joint meetings will also be arranged as the HR and Integrated Managers determine, in consultation with the trade unions.

27. Sharing of Information

27.1 Information will be shared across the 3 organisations, in relation to the effective operation of the integrated team, with due adherence to any legal requirements e.g. data protection act and any logistical/ICT restraints.

28. Notes

28.1 Action initiated under one procedure may be changed to an alternative procedure if investigation of the circumstances indicates this would be more appropriate.

28.2 In applying this protocol the council will pay due regard to providing reasonable adjustments under the Disability Discrimination Act 1995 to an employee who has a disability.

29. Compliance

29.1 Failure to follow the procedure set out in this protocol may impact on good employee relations and the reputation of the council as a good employer. In addition, it may result in the council breaching employment legislation, incurring financial penalties and / or damage to its reputation.

30. Impact on individual Council Key Priorities

30.1 The protocol provides the cornerstone for developing integrated teams, which will be one of the key elements in enabling the 3 Boroughs to deepen and strengthen their partnership working. This underpins service provision and enables each organisation to effectively meet its key priorities.

31. Training and Awareness Requirements

31.1 Managers and employees will be informed about this policy and procedure via relevant communication channels.

31.2 HR will liaise with directorate management teams to establish and agree support arrangements to assist managers to carry out their responsibilities.

32. Monitoring

32.1 HR will be notified of any cases where it is concluded that the policy was breached. The notification will indicate whether there are any changes or

improvements required to the policies, procedure, training, support or any other aspect of the council's approach to dignity at work matters.

32.2 HR will monitor the effectiveness of the policy through information received via feedback from managers and employees through, for example, management team meetings, Employee Surveys and exit interviews, as well as the numbers of employees using this procedure.

33. Review

33.1 This document will be regularly reviewed to ensure relevance and fitness for purpose.

HEALTH AND SAFETY FRAMEWORK

1 INTRODUCTION

- *This agreement supplements, but does not replace the Health and Safety policies and procedures of each of the 3 Councils.*
- *This agreement in no way dilutes or undermines the statutory duties of each of the partner organisations.*

AIMS OF LOCAL AGREEMENT

- *The aim of the local agreement is to ensure that whilst the statutory duties of Health and Safety are met by the 3 Councils, they work together in an integrated manner to assess and manage the risks to the Health and Safety of their staff and others who may be affected by work activities.*

GENERAL PRINCIPLES

- *LBH&F, RBK&C and WCC are committed to achieving the highest level of Health and Safety management.*
- *Every effort will be made to harmonise the Health and Safety policies and procedures of the 3 Councils and to provide clarity for staff of each of the 3 Councils.*
- *The 3 organisations will work towards harmonising the risk assessment process.*
- *The 3 organisations will work toward harmonising the accident /incident reporting and investigation process.*
- *All relevant information obtained from accident/incident investigation will be shared between the 3 organisations.*
- *The 3 organisations will work towards harmonising Health and Safety Training.*
- *The 3 organisations will share between them all relevant Health and Safety information.*

POLICIES AND PROCEDURES

- *The Health and Safety policies and procedures of the relevant organisation will be available to staff in all places of integrated working. This information will be updated and maintained by a designated responsible manager.*
- *A designated manager will be responsible for the fire and emergency arrangements at each integrated location.*

2 RISK ASSESSMENT

- *Designated managers will be responsible for the implementation of the risk assessment process at all integrated workplaces.*

3 INCIDENT REPORTING

- *Until harmonisation of accident/ incident reporting investigation procedures are established, the existing arrangements of the partner organisation will continue.*
- *Where appropriate the results and follow up actions of any investigation will be shared by health and safety managers of each partner organisation.*

TRAINING

- *All line managers will be provided with familiarisation in the Health and Safety procedures and protocols of each partner organisation.*
- *A designated manager at each integrated workplace will be responsible for the arrangement of fire and emergency training and drills in respect of all staff based at the premises.*

INDUCTION

- *The senior manager, regardless of employing organisation, will be responsible for ensuring that all staff receive a comprehensive local Health and Safety induction, as soon as is practicable on joining the integrated service.*

SCHEDULE 4: FINANCIAL PROTOCOL FOR LOCAL SUPPORT SERVICES

Council	Set up Funding	Admin(2013/14)	Admin(2014/15)
Westminster	8,853	187,069	171,469
H&F	5,886	124,372	114,000
RBK&C	4170	88,166	80,768
Totals	£18,909	£399,607	£366,237

Tri-Borough Local Support Payment Administration Cost (2013/14)

Administrative Expenditure (2013/14)	Amount
8 Assessment Officer Salary	£307,000
Operational Management	£11,263
IT maintenance	£15,000
Scanning & indexing post- 10% salary	£2,500
Postage	£2,500
Telephone	£4,000
Re-charges	£2,000
Contingency	£42,844
Total	£387,107

Tri-Borough Local Support Payment Administration Cost (2014/15)

Administrative Expenditure (2014/15)	Amount
8 Assessment Officer Salary	£307,000
Operational Management	£11,263
IT maintenance	£15,000

SCHEDULE 5: S113 ARRANGEMENTS

Names of staff that will be working in the new Tri-borough Local Support Service at the commencement date are listed below.

Where an employee ceases to be employed by a Party the name of any replacement shall be substituted and the Parties shall maintain an accurate and up to date list of employees subject to the S113 Arrangements.

SCHEDULE 7: SOVEREIGNTY GUARANTEE

All three Councils are committed to continuing to represent the needs, priorities and ambitions of local people in their neighbourhoods.

They are exploring reducing costs by working together. They are also keen to take new devolved responsibilities from Government and manage these together, where this makes sense.

Commissioning or delivering services together designed not to change how residents experience services. It is about how to get things done more efficiently.

To safeguard local autonomy the Council confirm:

1. Local residents will continue to elect the same number of councillors to each Council.
2. Each Council will retain its own constitution, setting out how it makes decisions, organises scrutiny and delegates authority.
3. Each Council will continue to set its own council tax and publish its own budget and accounts.
4. Each Council will continue to be able to set out its own spending priorities.
5. No Council can be 'out-voted' by the two other Councils in a way which requires that Council to adopt a policy, accept a cost or change a priority that its decision makers are not willing to support.
6. There will be no change in the name of any of the Council.
7. The costs of changes and the benefits achieved from change will be fairly attributed and shared to the satisfaction of all three Councils, if necessary using mediation.
8. No Council will be obliged to break an existing contract.
9. The boundaries of the areas for which each Council is responsible will not change. Each Council will continue to speak up for its own residents, even where there is an apparent conflict of interest between the boroughs.
10. Each Council will be able to set its own policy for how services are delivered.
11. The Councils will commission service from contractors, voluntary bodies and others together, but can also decide to commission, or grant aid, on their own.
12. Nothing in these proposals is intended to stop Councils developing local ideas about how to support their local communities.

A commitment to shared learning, innovation and value for money

13. The Councils will share what works in service delivery and encourage their neighbours to learn from successful innovation.

14. The Councils will adopt common specifications where these are compatible with each Council's policy objectives and budget preferences and where these are likely to give best value to taxpayers.
15. The Councils commit to a continuing process of exploring how working together might lower costs; be a better platform for developed responsibilities from Government; and/or improve the quality of service delivery.
16. The Councils will commit to exploring how by working together, councillors can enhance the ways in which their Councils deliver their responsibilities.
17. The Councils will expect to keep these arrangements under review, in order to ensure they remain fit for purpose.
18. Any of the arrangements that constitute agreements between the Councils can be ended on notice, though any Council withdrawing will be responsible for its own consequent costs. Any joint external contracts will be covered by the same legal considerations as now.
19. Where shared services arrangements are brought to an end then the notice period will be twelve months, unless a shorter period is expressly agreed by the other parties and the costs arising from termination will be fairly shared between the Councils in a pre-agreed manner.