

Draft

District Council

Memorandum of Understanding

Staffing Arrangements in Business Continuity Scenarios

1. Preamble

This Memorandum of Understanding has been reached between Members, Officers, and representatives of recognised Trade Unions (UNISON, T & GWU, GMB) as a basis for implementing working arrangements in the event of an unforeseen catastrophe which could have a significant impact on the ability of the Council to maintain its normal operations and the ability of staff to perform their normal job functions.

2. Scope

These arrangements are meant to apply in situations where the normal rights and obligations enshrined in staff contracts and conditions of employment will be adversely affected for a prolonged period by unforeseen emergency circumstances, beyond the control of the immediate parties and which can be broadly categorised as “ Force Majeure ; Typically , Force Majeure circumstances can include, but are not limited to

- Non availability of Council Premises due to Fire and other abnormal events
- Acts of Gods such as Floods, Blizzards preventing access to Council Premises
- Contagious Disease Pandemics, severely depleting staff numbers
- Interruptions to Supplies and Services, including Energy.

3. Promulgation

For these arrangements to come into effect, a State of Emergency will need to be formally declared by the Management Team and advised and discussed through the RINCC to determine a consistent approach to the specific arrangements to be applied according to the precise emergency to be addressed.

4. Agreement Terms

4.1 Flexibility of Work Location

4.1.1 The Council's standard terms and conditions of employment includes a flexibility clause to the effect that staff may be required to work at any Council Location within the Borough.

4.1.2 If staff are required to work from a location other than their usual place of work, at some distance away (E.g.instead of or vice versa), the Council will attempt to mitigate any adverse financial or travel issues arising through such measures as

- Reimbursement, subject to HMCC rules on taxable benefits , of individual travel costs in accordance with NJC rates
- The organisation of car sharing pools to maintain sustainability principles
- The organisation of Coach or Bus Hire

4.2 Job Description Flexibility.

4.2.1 Although the statutory rules defining entitlement to Statutory Guarantee Pay are not applicable to the Council's employment practices, it is a condition of continued pay that staff must be prepared:

- Not to refuse to undertake any reasonable alternative work, including work outside the normal job description
- To be reasonably available for all work related activities including training.

4.3 Working Arrangement Flexibility

4.3.1 It is a condition of continued pay arrangements that staff will cooperate reasonably in any variation of working hours and arrangements that may be required to maintain services to the Community. For its part the Council recognises that this may involve staff in additional costs; E.g. additional child care costs, and will be sympathetic, on a case by case basis, to properly evidenced claims for reimbursement.

4.3.2 It is recognised that variations in working arrangements may involve the need to be available for work at periods outside the normal working week, i.e. at weekends or after 7 pm in the evening. If such variations are called for, the flexi time scheme will be suspended for the duration and recompense will be in accordance with Part 3, section 2 (Working Arrangements) of the " Green Book " .

4.3.3 Variations in working arrangements will be subject to Working Time Directive rules relating to Compensatory Rest in cases of Emergency

5. Contact and Stand by Arrangements

It is a condition of continued payment that if staff cannot be immediately redeployed under the terms set out in this agreement, they should remain on standby and make available to the Council their contact arrangements for notification of alternative working arrangements.

6. Unreasonable Behaviour

Should Staff unreasonably and without good cause decline to cooperate in implementing alternative flexible working arrangements under the terms of the agreement, the Council reserves the right to initiate disciplinary action including suspension without pay for the duration of the Emergency.

7. Signatures and Date of Implementation

For The Council

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For The Unions

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