

Title of Report:	EMPLOYMENT OF ANIMAL WELFARE OFFICERS CURRENTLY ON SECONDMENT TO MID AND EAST ANTRIM BOROUGH COUNCIL FROM ANTRIM & NEWTOWNABBEY BOROUGH COUNCIL AND BELFAST CITY COUNCIL
Committee Report Submitted To:	ENVIRONMENTAL SERVICES COMMITTEE
Date of Meeting:	9th June 2020
For Decision or For Information	FOR DECISION

Linkage to Council Strategy (2019-23)	
Strategic Theme	Resilient Engaged and Healthy Communities
Outcome	Implementation of statutory requirements
Lead Officer	Head of Health & Built Environment

Budgetary Considerations	
Cost of Proposal	N/A
Included in Current Year Estimates	N/A
Capital/Revenue	N/A
Code	N/A
Staffing Costs	N/A

Screening Requirements	Required for new or revised Policies, Plans, Strategies or Service Delivery Proposals		
Section 75 Screening	Screening Completed:	Yes/No N/A	Date:
	EQIA Required and Completed:	Yes/No N/A	Date:
Rural Needs Assessment (RNA)	Screening Completed	Yes/No N/A	Date:
	RNA Required and Completed:	Yes/No N/A	Date:
Data Protection Impact Assessment (DPIA)	Screening Completed:	Yes/No N/A	Date:
	DPIA Required and Completed:	Yes/No N/A	Date:

1.0 Purpose

The purpose of this report is to advise of the changes of employment of Animal Welfare Officers by our service provider, Mid and East Antrim Borough Council (MEABC).

2.0 Background

Members will be aware the administration and enforcement of the Welfare of Animals Act (Northern Ireland) 2011 from its introduction has been undertaken on our and Antrim and Newtownabbey Borough Councils (ANBC) behalf by Mid and East Antrim Borough Council by way of a service level agreement. The service is fully funded by the Department for Agriculture Environment and Rural Affairs (DAERA).

There are 2 FTE (Full Time Equivalent) Animal Welfare officers (AWO) working across the Northern Region. One FTE AWO is employed by ANBC, a party to the tripartite SLA. The second FTE AWO is employed by Belfast City Council (hereafter referred to as BCC). Both FTE AWOs are presently seconded to MEABC via secondment agreements dated 16 May 2016 and 11 February 2013 respectively.

MEABC, ANBC, and BCC have agreed in principle that, subject to execution of this agreement, in order to maintain effective service delivery in the Northern Region, the employment of the two AWOs currently on secondment to MEABC, should permanently transfer to MEABC.

MEABC, ANBC and BCC accept that this arrangement is likely to constitute to a TUPE transfer and/or a Service Provision Change pursuant to The Transfer of Undertakings (Protection of Employment) Regulations 2006 and/or The Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (hereafter referred to as 'TUPE legislation'.) MEABC, ANBC and BCC hereby commit to ensuring each abide by their statutory obligations in this regard.

The agreement has been prepared and considered by Worthington's Solicitors and sets out details of employment, duties, payment, information and indemnity.

3.0 Recommendation

It is recommended that Council sign the agreement found at Appendix 1 and in this regard delegate authority to the Director of Environmental services to sign on behalf of Council.

Dated this of 2020

AGREEMENT

BETWEEN:

MID & EAST ANTRIM BROUGH COUNCIL

AND

ANTRIM & NEWTOWNABBIEY BOROUGH COUNCIL

AND

CAUSEWAY COAST & GLENS BOROUGH COUNCIL

AND

BELFAST CITY COUNCIL

**RE: ANIMAL WELFARE OFFICERS CURRENTLY ON SECONDMENT TO MEABC FROM
ANTRIM & NEWTOWNABBIEY BOROUGH COUNCIL AND BELFAST CITY COUNCIL**

1. BACKGROUND

- 1.1. Mid & East Antrim Borough Council (hereafter referred to as MEABC), Antrim & Newtownabbey Borough Council (hereafter referred to as ANBC), and Causeway Coast & Glens Borough Council (hereafter referred to as CCGBC) entered a tripartite Service Level Agreement ('SLA') in January 2019 with regards the delivery of the DAERA funded Animal Welfare service across the sub-region Northern Region of Northern Ireland.
- 1.2. MEABC was appointed Lead Council, responsible for ensuring that enforcement of the Welfare of Animals Act in respect of non-farmed animals is delivered in line with the SLA and reported on as per section 4 of that SLA.
- 1.3. At the date of this agreement, there are 2 FTE (Full Time Equivalent) Animal Welfare officers (AWO) working across the Northern Region. One FTE AWO (Mr Matthew Campbell) is employed by ANBC, a party to the tripartite SLA. The second FTE AWO (Ms Shanna Wilson) is employed by Belfast City Council (hereafter referred to as BCC). Both FTE AWOs are presently seconded to MEABC via secondment agreements dated 16 May 2016 and 11 February 2013 respectively.
- 1.4. MEABC presently line manages both AWOs, ensures, where possible, that the staff resources necessary to deliver the agreed level of services are available, and is responsible for monitoring the delivery of services on an ongoing basis.
- 1.5. MEABC, ANBC, CCGBC, and BCC have agreed that, subject to execution of this agreement, in order to maintain effective service delivery in the Northern Region, the employment of the two AWOs currently on secondment to MEABC, should permanently transfer to MEABC.
- 1.6. MEABC, ANBC and BCC accept that this arrangement is likely to constitute to a TUPE transfer and/or a Service Provision Change pursuant to The Transfer of Undertakings (Protection of Employment) Regulations 2006 and/or The Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (hereafter referred to as 'TUPE legislation'.) MEABC, ANBC and BCC hereby commit to ensuring each abide by their statutory obligations in this regard.

2. Employment of AWOs

- 2.1 The employment of both named AWOs shall transfer to MEABC on **INSERT DATE**, and their existing terms and conditions of employment shall remain unaffected.

3. Duties of AWOs

- 3.1 The AWOs shall continue to carry out all duties as per the job description for the role and at the instructions of their new employer and the Lead Council, MEABC. MEABC shall ensure that the duties of the employees are appropriate to the employees' status, skills and abilities.
- 3.2 In the event the employees' performance is not satisfactory, MEABC, as employer, shall deal with same in accordance with any relevant MEABC policy/procedure. ANBC and CCGBC agree to provide any relevant/necessary information/evidence to facilitate this.
- 3.3 In the event of misconduct, MEABC, as employer, shall deal with same in accordance with any relevant MEABC policy/procedure. ANBC and CCGBC agree to provide any relevant/necessary information/evidence to facilitate this.

4. Payment of AWOs

- 4.1 The parties refer to sections 5.3 to 5.5 (inclusive) of the SLA with regards DAERA funding arrangements for Animal Welfare throughout the region of Northern Ireland, and the sub-region, Northern Region.
- 4.2 The Remuneration package of the AWOs and responsibility for payment of same shall transfer to MEABC upon transfer of employment.
- 4.3 In the event of diminution or cessation of DAERA funding, MEABC, ANBC and CCGBC shall consult and assess continued service delivery of Animal Welfare within the Northern Region. Each Council shall jointly and individually endeavour, where possible, to allocate funds from Council budgets to either 'top up' available funding or fully fund continued service delivery of Animal Welfare in accordance with the SLA. This will include MEABC, ANBC and CCGBC equally contributing to the costs of the AWOs (i.e. salary, related benefits, pension, holiday pay, sick pay, employer national insurance contributions, and any other contractual entitlement or benefit). MEABC, ANBC and CCGBC shall equally contribute to the costs of the AWOs redundancy pay, notice pay, and holiday pay should a redundancy situation arise and MEABC, as employer of both AWOs, has no suitable alternative employment available. The three Councils hereby agree to be jointly and severally liable for all liabilities and/or all employment costs arising.

5. Information

- 5.1 MEABC will provide each Council within the sub-region of Northern Region with all such information that each Council may reasonably require in respect of performance of the AWOs and service delivery of Animal Welfare within their respective areas.

6. Termination

- 6.1 In the event either leave their employment with MEABC, this agreement will automatically terminate in respect of each transferring AWO (Matthew Campbell and Shanna Wilson) should each AWO leave MEABC. For the sake of clarity, should one transferring AWO leave MEABC's employment, the agreement continues to remain in force in respect of the remaining AWO.
- 6.2 Any party may terminate this agreement if one of the other parties is in material breach of the Agreement and fails to remedy the breach, if capable of remedy, within 28 days of a notice from a non-defaulting party requiring such breach to be remedied and specifying how to remedy it.

7. Indemnity

- 7.1 ANBC and BCC agree to indemnify MEABC against:

- a. Any liability, costs or expenses MEABC incurs due to any bodily injury or disease sustained by either employee/AWO during employment with ANBC and BCC respectively and prior to employment transferring to MEABC;
- b. Any claims, and costs or expenses of defending same, associated with sums which may become legally liable to be paid as compensation for financial loss occasioned by an error committed or alleged to have been committed by either employee/AWO during employment with ANBC and BCC respectively and prior to employment transferring to MEABC;

c. Any liability, costs or expenses MEABC incurs as a result of any claim by either employee/AWO to an employment tribunal or other court arising out of the employees' employment with ANBC or BCC and prior to transfer to MEABC. MEABC will have a right to defend any such claim or to effect a settlement or compromise of same, should it elect to do so, but all financial liabilities shall be the responsibility of ANBC and/or BBC (depending on the employee who takes such action);

7.2. Each Council's liability, costs or expenses as a result of any claim by either employee/AWO to an employment tribunal or other court arising out of the transfer of the employees' employment to MEABC will be borne by each Council respectively.

8. Miscellaneous

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

8.2 This agreement may not be assigned or sub-contracted in whole or in part by any parties without prior written consent of the other parties.

8.3 Any notice to be given shall be delivered personally or sent by first class post to the relevant party's address as set out at the beginning of this agreement. Any such notice will be deemed served, if delivered personally, at the time of delivery, or, if sent by post, 48 hours after posting.

8.4 This agreement is to be construed in accordance with the laws of Northern Ireland and therefore, should either party wish to take action to enforce the terms of this agreement, such action must be instigated in the jurisdiction of Northern Ireland.

SIGNED ON BEHALF OF:

MID & EAST ANTRIM BOROUGH COUNCIL:

Job title

Dated

ANTRIM & NEWTOWNABBAY BOROUGH COUNCIL:

Job title

Dated

CAUSEWAY COAST & GLENS BOROUGH COUNCIL:

Job title

Dated

BELFAST CITY COUNCIL:

DRAFT