

OFFICER DECISION RECORD

For staff restructures, please also complete an RA1 form to update the HR Portal. This is attached at Annex 2.

Decision Ref. No:
AHWB/067/2017
Transforming Care
Partnership Social Worker
contract

Box 1

DIRECTORATE: AHWB

DATE: 30.06.17

Contact Name: Dee Colam

Tel. No.: 01302 734107

Subject Matter: Transforming Care Partnership Social Worker contract

Box 2

DECISION TAKEN:

Approval of 12 month fixed-term contract for the TCP Social Worker.

Box 3

REASON FOR THE DECISION:

Since the publication of the Department of Health documentation Transforming care, 'A national response to Winterbourne View Hospital' in 2012, all of the CCGs have established a programme of work to reduce the number of local people with a learning disability and/or autism in hospital placements.

The South Yorkshire and North Lincolnshire Transforming Care Partnership (TCP), led by Doncaster CCG, has accordingly developed our area plan to reduce reliance on in-patient specialist beds for people with learning disability

The TCP ambition remains to work in innovative ways to create opportunities for people with a learning disability and/or autism, their families and carers, so they can influence how their care needs are met.

A previous ODR (Ref: AHWB/001/2017) was approved on 12.01.17 to enhance the specialist social work capability and ensure sufficient capacity to meet the needs of the learning disabled population in Doncaster, particularly as the complexity of people living in the community is expected to increase. A specialist Social Worker was appointed to fulfil this role, via the Reed Agency framework, jointly funded until the end of June by DMBC and the TCP, after which time DMBC was committed to fully fund the post. The Social Worker employed has now agreed to accept a temporary contract with the Council and we are now requesting that be actioned for a further 12 months to ensure the completion of the assessments involved.

The costs of the post can be set against a Grade 9 vacancy within the Community Learning

Disabilities Team.

Box 4

OPTIONS CONSIDERED & REASONS FOR RECOMMENDED OPTION:

Current capacity within the Community Team Learning Disability does not facilitate the level of involvement required to provide holistic and dedicated support to meet the transforming care ambitions. There is a risk to the local authority which has shared responsibility under S117 legislation if social care assessments are not embedded within this process.

This continued appointment will create additional temporary capacity within the Assessment and Care Management Service – specifically the learning disability team - to ensure the service continues to respond to increased demand for social care support for inpatients.

Box 5

LEGAL IMPLICATIONS:

S112 of the Local Government Act 1972 allows a local authority to appoint such officers as are necessary for the proper discharge of its functions, on such reasonable terms and conditions as it thinks fit. Salary grade should be determined by job evaluation. The Council has policies to deal with recruitment which should be followed. In addition, care must be taken to ensure that employing any worker who has previously been engaged through our agency framework does not trigger a payment clause. We are advised that no such clause is triggered in employing SW.

Given the nature of the post required it is advisable to set up a temporary contract for a fixed term. Any employee regardless as to whether or not they are employed for a fixed term, part time or otherwise obtain certain employment protection, which includes protection from unfair dismissal after 2 year's employment service. In order for liability in relation to, inter alia, unfair dismissal, to be limited there must be a legitimate reason for a fixed term contract and the employee must be made aware of this reason and of the anticipated length of the contract at the commencement of the contract. After the 4th year of renewal the Employee may be entitled to the position on a permanent basis.

The Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002 confirm that employees should not be treated less favourably on the ground they are fixed term unless this is objectively justified. Less favourable treatment means, but is not limited to pay and terms and conditions.

If the length of the contract exceeds 1 year upon termination the Employee may be entitled to be placed on the redeployment register and after 2 years may be entitled to a redundancy payment.

If the Council terminates the contract early, then there may be some liability for payment of the outstanding salary to the employee unless a suitable break clause is

genuine, necessary and appropriate business reason). This means the same or equivalent (pro-rata) pay and conditions, benefits, pension rights and opportunity to apply for permanent positions within the business.

Under the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002, employees who have been on a fixed-term contract for four years or longer will usually be legally classed as permanent if their contract is renewed or if they are re-engaged on a new fixed-term contract.

The only exemptions are when employment on a further fixed-term contract is objectively justified to achieve a legitimate business aim or when the period of four years has been lengthened under a collective or workplace agreement.

Name: D L Dawson Signature: [REDACTED] Date: 07.07.17 Signature of Assistant Director of Human Resources and Communications (or representative)

Signature of Assistant Director of Human Resources and Communications (or representative)

**Box 8
PROCUREMENT IMPLICATIONS:**

I have confirmed with the HR department that this staff member will not incur any 'emp to perm' fees, as per the existing contract with Reed, due to the length of employment via Reed. There are no further significant procurement implications regarding this **me:**

Name: Holly Wilson, Senior Category Manager Signature: [REDACTED] Date: 13/7/17

Signature of Assistant Director of Finance & Performance (or representative)

**Box 9
ICT IMPLICATIONS:**

There are no direct ICT implications in relation to this decision. The line manager must ensure that the changes to the contract end dates are updated on the HR Portal at the appropriate time.

At the expiry of the extended contracts and in line with the leavers checklist, the line manager is responsible for ensuring that email and system access is removed (by completing the 'Removal of User' request form, available via the ICT Self Service Portal) and that any allocated ICT equipment is returned.

Name: Peter Ward (ICT Strategy Programme Manager)

Signature: [REDACTED] Date: 07/07/17

Signature of Assistant Director of Customer Services and ICT

(or representative)

Box 10

ASSET IMPLICATIONS:

There are no implications arising from the recommendations of this report that impact on the use of DMBC assets.

Name: Gillian Fairbrother (Assets Manager, Project Co-ordinator)

Signature: By email **Date:** 7th July, 2017

**Signature of Assistant Director of Trading Services and Assets
(or representative)**

Box 11

RISK IMPLICATIONS:

To be completed by the report author

Should this post not be converted to a temporary contract the post-holder would continue on agency rates which would pose additional financial risk to the council

(Explain the impact of not taking this decision and in the case of capital schemes, any risks associated with the delivery of the project)

Box 12

EQUALITY IMPLICATIONS:

To be completed by the report author

There are no equality implications.

Name: ___Dee Colam_____ **Signature:**  **Date:** 01.08.17

(Report author)

Box 13

CONSULTATION

Officers

(In addition to Finance, Legal and Human Resource implications and

Procurement implications where necessary, please list below any other teams consulted on this decision, together with their comments)

Members

Under the Scheme of delegation, officers are responsible for day to day operational matters as well as implementing decisions that have been taken by Council, Cabinet, Committee or individual Cabinet members. Further consultation with Members is not ordinarily required. However, where an ODR relates to a matter which has significant policy, service or operational implications or is known to be politically sensitive, the officer shall first consult with the appropriate Cabinet Member before exercising the delegated powers. In appropriate cases, officers will also need to consult with the Chair of Council, Committee Chairs or the Chair of an Overview and Scrutiny Panel as required. Officers shall also ensure that local Members are kept informed of matters affecting their Wards.

Please list any comments from Members below:

Box 14

INFORMATION NOT FOR PUBLICATION:

In accordance with the Freedom of Information Act 2000, it is in the Public's interests for this decision to be published in full, redacting on the signatures.

Name: Gillian Parker_ Signature:  Date: 03/08/2017_
Signature of FOI Lead Officer for service area where ODR originates

Box 15

Signed: _____ **Date:** 21/08/17_
Director of People Damian Allen

Signed: _____ **Date:** _____
Additional Signature of Chief Financial Officer or nominated
representative for Capital decisions (if required)

Signed: _____ **Date:** _____
Signature of Mayor or relevant Cabinet Member consulted on the above
decision (if required).

- This decision can be implemented immediately unless it relates to a Capital Scheme that requires the approval of Cabinet. All Cabinet decisions are subject to call in.
- A record of this decision should be kept by the relevant Director's PA for accountability and published on the Council's website.
- A copy of this decision should be sent to the originating Directorate's FOI Lead Officer to consider 'information not for publication' prior to being published on the Council's website.
- A PDF copy of the signed decision record should be e-mailed to the LA Democratic Services mailbox