
STRATEGIC PARTNERSHIP WITH BRENTWOOD BOROUGH COUNCIL

1 PURPOSE OF REPORT

- 1.1 To approve the creation of a formal strategic partnership between the Council and Brentwood Borough Council (BBC) in accordance with Heads of Terms agreed between the two Councils.
- 1.2 To appoint Jonathan Stephenson as the Joint Chief Executive of both Councils and formally designate him as Head of Paid Service for the Council.
- 1.3 To approve drawdown of £300,000 to support the Transformation Unit – i.e. programme resource for implementation of the organisational structure required to deliver the strategic outcomes of the partnership.
- 1.4 To consider the recommendations made by the Review Committee following their pre-scrutiny of this report on 13 January 2022 and the additional recommendations made by the BBC Audit and Scrutiny Committee on 12 January 2022.

2 INTRODUCTION

- 2.1 Following a decision by the Council on 20 July 2021 and a reciprocal decision by BBC on 28 July 2021, Jonathan Stephenson was appointed as Joint Chief Executive/Managing Director for both Councils and designated as Head of Paid Service for the Council with effect from 1 August 2021 for an interim period of 6 months.
- 2.2 At those same meetings, it was resolved that the Joint Chief Executive (“Joint Chief Executive”) and the Strategic Directors of each authority, in consultation with the Leader and Deputy Leaders of each Council undertake the creation of a feasibility study to explore further shared and partnership opportunities with one another. A further report with proposals was due to be brought back to each Council for consideration by the end of 2021. Due to the amount of work to be completed and the desire to engage with the Overview and Scrutiny Committee of each Council it has not been possible to meet this deadline although a verbal update was provided by both Leaders to their respective meetings of Full Council in December 2021.
- 2.3 As part of the feasibility study, the two Councils have been working with external experts Shared Service Architecture (SSA) who have supported other Councils through this process. SSA has helped to facilitate engagement; ensure alignment and development of Heads of Terms for the proposed partnership. Through these sessions the Councils have created a shared understanding of what they want to achieve together and how they want to achieve it. Leaders have also engaged with senior leadership teams of both Councils to ensure they have been included in the discussions and have informed thinking.

- 2.4 The proposed strategic partnership is built upon the following identified synergies between the partner Councils:

Both Councils are located in South Essex	They already have a shared set of strategic interests
Both Councils are second tier Councils	There is parity in their local government status
Both Councils have similar size net revenue budgets	There is equality of bargaining power and both are experiencing similar financial pressures
Both Councils have similar socio economic make up and demographics	There is much commonality in residents' interests, scale and dynamics by population (Brentwood Borough c77,000 and Rochford District c87,000)
Both Councils have a mixed economy of in-sourced/outsourced services	There is no dogma or overriding philosophy which could be a brake on creativity
There is no joining administrative boundary	There is no legal ability to merge into one Council – because this is simply not an option, it removes any tension or suspicion from the partnership and allows the Councils to focus on making it work

- 2.5 The terms of the partnership between the two Councils will be set out in a written Memorandum of Understanding (MOU) document which will formalise the details of the arrangement. The Heads of Terms which will form the basis of the MOU have been agreed by the Leaders of both Councils and are set out at Appendix A.
- 2.6 The Heads of Terms set out the key points and principles which underpin the partnership. From these the two Councils will continue to develop and agree the MOU which will set out in more detail how the partnership will work going forward. An MOU is not a contractual document but the obligations contained within it set a precedent for how the two Councils intend to work together and so it is dependent on the trust and confidence which has been built through the process.
- 2.7 A more formal legal agreement will also need to be created under s.113 Local Government Act 1972 (the “s113 Agreement”) to make the Councils’ workforces available to one another and to adopt harmonised terms and conditions.

3 PRE-SCRUTINY OF THIS REPORT

- 3.1 On 13 January 2022 the Review Committee, as part of its pre-scrutiny function, considered a report by the Strategic Director relating to the proposals for the creation of a formal strategic partnership between the Council and BBC. The Review Committee was asked to consider the recommendations which are proposed in paragraph 9 of this report.
- 3.2 The report of the Review Committee is at agenda Item 3 of this meeting.
- 3.3 The Review Committee gave the report careful consideration and in addition to the recommendations proposed at paragraph 7 of that report (Item 3) Members made the following further recommendations:-
- (A) That the s113 Agreement makes provision for robust Exit Arrangements and a Member-led Conflict Resolution Process.
 - (B) That the s113 Agreement comes to the Review Committee for scrutiny before it is executed.
 - (C) That feedback from residents as to the impact of the partnership on services is regularly sought and reported upon.

That there be an early review of technology in Phase 2 of the Transformation Programme to identify threats and/or opportunities.

- 3.4 On 12 January 2022, the Audit and Scrutiny Committee of BBC, as part of its pre-scrutiny function, considered a report written in near identical terms to the 13 January 2022 Review Committee report. Following consideration of that report, the Audit and Scrutiny Committee made the following additional recommendations:-
- (A) That the MOU and/or other document that underpins the Strategic Partnership makes provision for Member-led Conflict Resolution process.
 - (B) That the MOU and/or other document that underpins the Strategic Partnership makes clear that whilst the division of the savings achieved as part of the transformation process is to be agreed between the two Councils, that the starting point for that discussion should be 50/50.
 - (C) That further detail and clarification be provided as to the savings estimated to be achieved by the Partnership; how this would be achieved; the phasing of such savings; and in which financial years they would be realised.

- 3.5 The Review Committee's recommendation in paragraph 3.3(A) above is in the same vein as that from BBC's Audit and Scrutiny Committee recommendation in paragraph 3.5(A) and so this has been transposed into recommendation (9) set out in paragraph 9 below.

- 3.6 The Review Committee's recommendations in paragraphs 3.3 (B)(C) and (D) are repeated in recommendations (10), (11) and (12) in paragraph 9 below.
- 3.7 The recommendation from BBC's Audit and Scrutiny Committee set out in paragraph 3.5 (B) is repeated in recommendation (13) in paragraph 9 below.
- 3.8 The recommendation from BBC's Audit and Scrutiny Committee set out in paragraph 3.5 (C) has been adopted in the preparation of this report with additional financial implications set out at paragraph 6 below. Accordingly, it is not proposed that this is a recommendation for the Council in this report.

4 APPOINTMENT OF THE JOINT CHIEF EXECUTIVE

- 4.1 The terms and conditions of the appointment of the Joint Chief Executive are set out in the Statement of Employment at Appendix B to this report. It is proposed that Jonathan Stephenson will be appointed as Joint Chief Executive and Head of Paid Service with effect from 1 February 2022 by the Council on these terms and conditions but that his employment will remain with BBC.
- 4.2 The range of salary for the role of Joint Chief Executive is £140,000 - £160,000 pa as indicated by the EELGA benchmarking report, as set out in Appendix C to the Review Committee report, comprising 3 incremental points of £10,000. The proposed salary to be paid to Jonathan Stephenson is set out in Exempt Appendix C to this report. The cost of the salary will be shared equally by the Council and BBC.

5 RISK IMPLICATIONS

- 5.1 As set out in the Review Committee report in Item 3.

6 RESOURCE IMPLICATIONS

- 6.1 In addition to the implications set out in the Review Committee report at Item 3, further detail as to the savings estimated to be achieved by the partnership; how this would be achieved; the phasing of such savings; and in which financial years they would be realised is set out in the table below:-

Financial year	2021/22	2022/23	2023/24	2024/25	Annual Savings From 2025/26
	£	£	£	£	£
<u>Profiled Savings</u>					
Estimated annual saving to be gained from management restructure in Phase 1	24,000-26,000	272,000-332,000	403,000-509,000	474,000-577,000	544,000-644,000
Estimated annual saving to be gained from Phase 2 Business Cases	0	TBC	TBC	26,000-105,000	51,000-209,000
Total Estimated Savings p.a	24,000-26,000	272,000-332,000	403,000-509,000	500,000-682,000	595,000-853,000
<u>Cumulative Position</u>					
Cumulative Savings	24,000-26,000	296,000-358,000	699,000-867,000	1,199,000-1,549,000	
Cumulative profiled costs of transformation unit	-24,000	-271,000	-500,000	-600,000	
Cumulative Net savings over Transformation programme duration	0-2,000	25,000-87,000	199,000-367,000	599,000-949,000	

6.2 Phase 1 denotes the creation of a single unified leadership team from February 2022 – September 2022. Phase 2 denotes the alignment of service delivery and creation of joint working opportunities from September 2022 – September 2024. Savings achievable by the appointment of the post of Joint Chief Executive for the remainder of this financial year (1 February 2022 - 31 March 2022) are included in the table above. Savings have already been achieved by both Councils for the 6 months of his interim appointment (1 August 2021 - 31 January 2022). These savings amount to approximately £86,000 (£43,000 per Council) as no additional salary was paid to him during this interim appointment. (Costs of £30,000 (£15,000 per Council) have been incurred to date as set out in paragraph 9.1 of the Review Committee report). From next financial year, the full year savings for the post of Joint Chief Executive will be c.£141,000 (£70,500 per Council) inclusive of on-costs.

- 6.3 Savings have been shown as a range, following indicative benchmarked salary forecasts at this stage of analysis. The lower number of the range is based on proposed headcount appointed at the mid-point of a revised salary scale (as per the EELGA Benchmarking Report) and the higher number of the range is based on proposed headcount appointed at the bottom of that scale. All figures have been rounded to the nearest £1,000. Previously in the Review Committee report savings and cost figures were rounded to the nearest £10,000. In addition costs have now been profiled according to the expected financial year in which they will be incurred.
- 6.4 Phase 1 savings comprise salary savings arising from the Tier 1-3 management restructure which is due to be fully operational by September 2022 – i.e. the midpoint of financial year 2022/23.
- 6.5 Costs for Phase 1 and Phase 2 will start from February 2022 as the preparatory work for commencing Phase 2 of the Transformation Programme will be undertaken with effect from that date. This is shown at paragraph 4.5 of the Review Committee report at Item 3.
- 6.6 Phase 2 savings are more difficult to predict at this stage because the changes required to deliver a unified workforce at Tiers 4 and below is inherently linked to the service re-design process which is at the heart of Phase 2. Re-designed services will be proposed in Business Cases which will be subject to internal programme governance before formal approval by the Councils in line with the process set out in the Review Committee report at Item 3. The table at paragraph 6.1 above does, however, make an assumption about the estimated level of savings in line with the assumptions applied to Tiers 1-3 i.e. if there were to be a 25% reduction with the bottom of the range being the most change in salary (midpoint of a new salary scale) and the top of the range being the least change in salary (bottom of a new salary scale). This gives some indication of the scope of savings which might be available subject to approval of specific Business Cases.
- 6.7 As referred to within the Review Committee report, £300,000 will be required to be allocated by each Council in earmarked reserves to fund the additional programme resource for the Transformation Unit of £600,000.

7 LEGAL IMPLICATIONS

- 7.1 As set out in the Review Committee report at Item 3.
- 7.2 Appointment of a Chief Executive by the Council would normally result in a direct contractual employment relationship between the Council and the appointee. The appointment of the Joint Chief Executive by the Council pursuant to this report will be affected through the legal s113 Agreement between the two Councils. The standard provisions which the Council would usually be expected in a contract of employment (including but not limited to the Statement of Employment at Appendix B) will need to be replicated in the s113 Agreement.

8 EQUALITY AND DIVERSITY IMPLICATIONS

- 8.1 An Equality Impact Assessment was completed for the Review Committee report and found there to be no impacts (either positive or negative) on protected groups as defined under the Equality Act 2010. The Equality Impact Assessment has been reviewed following the recommendations of the Review Committee and no amendments are required. The Assessment, therefore, remains unchanged.

9 RECOMMENDATIONS

- 9.1 It is proposed that Council **RESOLVES**

- (1) To agree the Strategic Partnership between Rochford District Council and Brentwood Borough Council and that Jonathan Stephenson is the Joint Chief Executive for both Councils with effect from 1 February 2022.
- (2) To appoint Jonathan Stephenson as the Council's Head of Paid Service with effect from 1 February 2022.
- (3) To approve the Heads of Terms set out in Appendix A.
- (4) That the Joint Chief Executive and the Monitoring Officer of each Council be given delegated authority, in consultation with the Leader of each Council, to enter into a Memorandum of Understanding and s113 Agreement to give effect to the Partnership.
- (5) That the Joint Chief Executive be given delegated authority to undertake a restructure of Tiers 2 and 3 of the Councils in consultation with the Leader of each Council.
- (6) That the designated Head of Paid Service is the proper officer under s270(3) of the Local Government Act 1972.
- (7) That a maximum of £300,000 (as set out in paragraph 6.7 of this report) be allocated from general reserves to fund the additional programme resource for the Transformation Unit.
- (8) That the Monitoring Officer be given delegated authority in consultation with the Portfolio Holder for Governance to make any required changes to the Constitution to give effect to the recommendations in this report.
- (9) That the MOU and s113 Agreement makes provision for robust Exit Arrangements and a Member-led Conflict Resolution Process.
- (10) That the s113 Agreement comes to the Review Committee for scrutiny before it is executed.

- (11) That feedback from residents as to the impact of the partnership on services is regularly sought and reported upon.
- (12) That there be an early review of technology in Phase 2 of the Transformation Programme to identify threats and/or opportunities.
- (13) That the MOU and/or other document that underpins the Strategic Partnership makes clear that whilst the division of the savings achieved as part of the transformation process is to be agreed between the two Councils, that the starting point for that discussion should be 50/50.



Angela Hutchings

Strategic Director

Background Papers:-

None.

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If you would like this report in large print, Braille or another language please contact 01702 318111.



Brentwood Borough Council and Rochford District Council
Strategic Partnership
Heads of Terms for a Memorandum of Understanding

1. Introduction and background

- 1.1 This document sets out the Heads of Terms which will form the basis of a Memorandum of Understanding (MOU) between both councils detailing the terms of the strategic partnership between them and how that partnership is intended to work.
- 1.2 The councils' joint ambition is to secure a long-term sustainable future for both councils through collaboration in a Preferred Partner relationship (the "Partnership"). The councils recognise the similarity in their socio-demographics and operational scale and both see each other as a natural Preferred Partner.

2. Mutual Objectives and areas of commonality

- 2.1 By working in partnership, both councils believe that they can achieve more together than would be possible by acting alone.
- 2.2 Key areas of common ground for the Partnership are:
- a. Securing **greater financial sustainability** for both councils;
 - b. Building more **resilience** into both councils;
 - c. Working together to be more **entrepreneurial and ambitious**;
 - d. Working collectively to **overcome challenges, and maximise opportunities**;
 - e. Greater scope to **retain and develop the talented staff** we have across our two councils;
 - f. Achieving **efficiencies, improved purchasing power and economies of scale** which the partnership offers;
 - g. Acting with a stronger voice to **exert more influence on a regional and national level** in order to ensure that the councils thrive in a changing local government sector.

3. Vision for the partnership

- 3.1 The vision of the councils is that the Partnership will be:
- a. An enduring partnership between two sovereign councils, with a unified officer team that delivers high quality outcomes for our communities, operating a one culture ethos;
 - b. A partnership with greater combined capacity to manage change and strive for continuous improvement;
 - c. A partnership that retains 'local identity' for our residents and has the scale to make tangible investments and improvements for the wellbeing of our communities;
 - d. A well-resourced and fully integrated, council officer team delivering for both councils with built-in resilience, focussed on improving front-line services and effective back-office functions;
 - e. A **people first** partnership recognising that its strength comes from the talents our people bring through a depth of skills & experience developed further through collaboration and creativity;
 - f. An equitable partnership that brings financial sustainability and organisational resilience to both councils while balancing risk.

4. Partnership Ambitions

- 4.1 The councils aspire for the Partnership to be one that is recognised as one that applies sector best practice and delivers best value for money services that positively impact on their respective geographies.
- 4.2 They want to create a reputation that gives other councils and organisations the confidence to do business with the partnership and generate income.
- 4.3 The councils want to use their collective skills to promote investment in their communities through developing a culture which is proactive, innovative and which focusses on growth and opportunity.
- 4.4 Consequently, the top five strategic objectives for the Partnership are:
- a. Delivering financially sustainable, high-quality services that are valued by our community;
 - b. Leading the way to improve our environment by acting locally, contributing globally;

- c. Providing high quality, sustainable housing to meet the needs of our community;
- d. Improving the quality of life, health and wellbeing of our residents;
- e. Creating opportunities for economic growth and improved connectivity in which businesses can flourish.

5. Principles of partnership and scope of collaboration

- 5.1 The Partnership should support the creation of a new unified organisational teams with one culture through a single senior management team, driving efficiency through organisational development. Accordingly, each council will seek to align its internal operational structures and services wherever possible.
- 5.2 In order to be successful, the councils believe that the Partnership must go beyond shared management and shared services and be strategic in intent. On that basis, each council will seek to harmonise our approach wherever possible (but ultimately each council will be able to set its own policy for which services are to be delivered and how). Each council will continue to be able to set its own corporate plan, using a common template and simple language, seeking wherever possible to harmonise ambition, portfolios, and functions whilst avoiding duplication of resource.
- 5.3 Wherever possible, the councils will seek to harmonise or jointly commission grant aid and other funding bids but that will not inhibit the ability of either council to independently commission grant aid such they wish to.
- 5.4 The councils believe that the whole community in each geography must be at the heart of all decisions and the Partnership must deliver services that feel local to them.
- 5.5 There are some fundamental “red lines” which exist and which will continue to underpin the Partnership going forward. These fundamental principles are as follows:

Corporate governance models remain unchanged	The Partnership is not a merger of the two councils nor is it a take-over by one council of the other. Both councils retain their own political autonomy, accountability, and local identity. There will be no change in the name of either of the councils.
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	<p>Each council will retain its own constitution, setting out how it makes decisions, provide for effective scrutiny and delegate authority.</p> <p>Each council will maintain its own fiscal independence, continuing to set its own budget, council tax and publish its own accounts.</p>
Local democracy remains sovereign	<p>Each council will continue to speak up for its own residents first and foremost, even where there is an apparent conflict of interest between the councils but will always strive to secure an agreed approach wherever possible.</p> <p>Nothing within the Partnership will stop the councils developing local ideas about how to best support their local communities.</p> <p>A power of veto will exist for each council to ensure that neither sovereign council will be forced to adopt a policy, accept a cost risk or change a priority that its political decision makers are not willing to support.</p>
Neither council should be financially disadvantaged by the other	<p>The costs of changes and the benefits achieved from change will be attributed and shared to the satisfaction of both councils.</p> <p>No council will be obliged to break an existing contract.</p>

6. Prioritisation of focus

- 6.1 Immediately following the formal agreement of both councils to proceed to take the Partnership forward, the initial focus of the partnership should be on the following:
- a. Communication within the two organisations and stabilisation of their respective workforces;
 - b. Delivery of any obvious improvements in services and outcomes as “quick wins”;

- c. Integration of back office corporate functions so that the enablers for the creation of one officer team and one organisational culture are in place;
 - d. Review and wherever desirable alignment of strategic policy frameworks (subject always to individual council autonomy) together with review of sequencing of decision-making timetables to ensure a collaborative approach to partnership leadership and decision making in the longer term
- 6.2 This work should then be followed by detailed service reviews, prioritised in line with partnership goals and organisational capabilities. Each service review will be fully assessed to ensure maximum value and positive public impact. Implementation will embed the **one team one culture** principle set out in this Heads of Terms.
- 6.3 The Partnership should, at the same time as this work, begin to promote itself as a joined-up voice at regional level on regional issues.

7. **Aligned leadership and governance arrangements**

- 7.1 As political leaders the Leaders personally commit to:
- a. Lead by example;
 - b. Communicate as openly as possible;
 - c. Maximise opportunities for collaboration;
 - d. Be strategic in our thinking;
 - e. Maintain pace and momentum of change and improvements;
 - f. Develop common policies and frameworks based on an understanding of each councils' priorities and synergies;
 - g. Align our existing decision-making and governance arrangements to support the partnership;
 - h. Focus our attention on what we have in common rather than what divides us and use that strength to drive for results;
 - i. Continuous open dialogue, while being open and honest on our wants and needs from outset;
 - j. Building the internal capacities of our staff to lead the transformation.
- 7.2 The councils will adopt a simple informal governance arrangement that provides both strategic oversight and clear leadership and scrutiny.

Signed by Cllr Simon Wootton Leader, Rochford District Council	Signed by Cllr Chris Hossack Leader, Brentwood Borough Council

Dated

2022

STATEMENT OF EMPLOYMENT

This document sets out the main particulars of the terms and conditions of employment and also acts as the principal statement under the Employment Rights Act 1996.

1. General – Date of Commencement

Employer: **Brentwood Borough Council**

Name of Employee: **Jonathan Stephenson**

You are employed in the post of: **Joint Chief Executive/Head of Paid Service - Full Time, Permanent**

Job Title: **Joint Chief Executive/Head of Paid Service**

Date of commencement of employment in this post: **1 February 2022**

2. Period of Continuous Employment

Your period of continuous service for statutory employment rights dates from your commencement date in this post.

If you have previous continuous service with a local authority, your entitlement to annual leave, maternity pay and occupational sick pay dates from your local government start date.

You are employed by Brentwood Borough Council which will enter into an agreement with Rochford District Council for secondment to them under Section 113 Local Government Act 1972.

3. Principal Place of Work

You will be required to work at both councils' premises at Brentwood Borough Council offices and at Rochford District Council offices.

You may reasonably be required to work at any other of the councils' premises as required in order to meet the needs of the service.

4. Probationary Period

You have already been employed by Brentwood Borough Council for more than six months and therefore the probation policy does not apply to this post.

5. Terms and Conditions of Employment

During your employment with Brentwood Borough Council specific terms and conditions of employment (including certain provisions relating to your working conditions) are covered by existing collective agreements negotiated and agreed with the associations and unions recognised by this authority for collective bargaining purposes in respect of your post, (namely the Joint Negotiating Committee for Chief Executives of Local Authorities).

These agreements are embodied in the Scheme of Conditions of Service relating to the Chief Executive post, as well as in other documents which are equally available to you at your place of work.

For pay purposes (annual cost of living award), **the NJC for Local Government Services will apply.**

Other relevant and locally agreed policies will apply to your employment.

From time-to-time variations in the terms of your conditions of employment will result from negotiations and agreement with the specified associations and unions, and these will be separately notified to you or otherwise incorporated in the documents to which you have reference.

Brentwood Borough Council undertakes to ensure that future changes in these terms will be entered in these documents, or otherwise recorded for you to refer to, within 28 days of change.

Other Terms and Conditions of Employment

The NJC agreement directly affecting other terms and conditions of your employment currently covers:

- Definition – CEO post
- Whole time service
- Performance Appraisal (General Terms)
- Inclusive salary
- Returning officer

- Advice to political groups
- Restrictions on re-employment

The NJC agreement directly affecting other terms and conditions of your employment currently cover:

- Annual pay negotiations

Documents are available for reference from the Council's intranet site and Human Resource Services.

6. Pay

i) Salary

Your salary is £ [REDACTED] per annum and will be subject to Member review at regular intervals, at least annually and in accordance with the pay policy statement requirements.

In addition, under the present arrangements, a national cost of living pay award may take effect. If it does apply, it would be from 1 April each year. The relevant negotiating body **for pay only** is the NJC for local government services.

(ii) Method of Payment

Payments will be made in monthly instalments by credit transfer. Payment will be made on the 28th of each month. You must always maintain a suitable bank or Building Society account into which payment can be made and provide the Payroll Section with relevant details and any changes to these.

(iii) Type of Car Allowance

If you are required to use your / a car on Council business, you or your nominated driver must hold a valid driving licence and your car must be properly insured. You may be required to provide copies of your driving licence, insurance and MOT when asked. The appropriate mileage rate is the HMRC recommended rate.

7. Hours of Work

This is a full time post and you will be required to devote your whole time service to the work of the two councils. As a member of the management team it is recognised that there will be a need to vary working hours and to work outside normal office hours to meet the requirements of this post. There will be considerable additional hours required and the salary represents complete recompense for all hours worked.

You shall not engage in any other business or take up any other additional appointment without the written consent of Brentwood Borough Council.

Brentwood Borough Council operates within the provisions of the Working Time Regulations, which state that workers shall not work in excess of 48 hours per week, when averaged over a 17-week period. The Working Time Regulations 1998 states that an employer must take reasonable steps to ensure that employees do not work more than the stated limit. If you hold additional employment your total working time may exceed 48 hours, this would be your choice and responsibility.

8. Annual Leave

Your annual leave entitlement is 35 days plus public holidays.

This year's entitlement to 31 March will be confirmed when your start date is agreed. If you leave part way through the holiday year calculations will include the 2 extra statutory days, based on 365 days.

The leave period shall be from 1 April to 31 March. Those employees starting or leaving employment during the year are entitled to leave proportionate to the number of completed days' service during the year.

If an employee has already taken paid holiday to which they are not entitled, any excess holiday will be deducted from the final salary. If this is insufficient to cover the full amount, the employee will be asked to make other arrangements to pay.

Up to five days annual leave can be extended to the 31 May each year. However, no annual leave will be carried forward to the next leave year without the prior consent of the Leader of Brentwood Borough Council.

You will be paid at your full basic rate for all authorised absence on annual leave.

9. Notice

The minimum period of notice to which you are entitled is 6 months or as set out below, whichever is the longer (note paragraph 2 above).

The minimum period of notice you are required to give is 6 months. **In the case of termination due to gross misconduct, no notice will be payable.**

We reserve the right to make a payment in lieu of notice for all or any part of your notice period upon the termination of your employment (rather than your working out your

notice period). This provision, which is at the discretion of Brentwood Borough Council, applies whether notice to terminate the contract is given by you or by Brentwood Borough Council. Pay in lieu of notice is taxable.

10. Sickness Absence

Where such absence occurs, it is your responsibility to ensure that the Leader of both councils is informed of your absence. For absences of up to 7 days you are required to complete a self-certification form (obtainable from the Leader or Human Resources). For absences beyond 7 days you are required to obtain a medical certificate signed by your doctor. Saturdays and Sundays are deemed as working days for this purpose.

Statutory Sick Pay (SSP) will be paid if the conditions of this scheme are met i.e. in the 8 weeks prior to your absence your average earnings were at or above the lower earnings limit, and you are sick on a day when you were expected to work.

Full details for reporting of sickness or injury or any other absence with an explanation of statutory sick pay can be found in the Sickness Absence and Ill Health Policy and Procedure on the intranet or available from Human Resource Services. Failure to comply with this procedure may result in loss of sickness allowance.

All payments paid to the employee during absence due to sickness or injury will be treated as a loan by the Employer if compensation is subsequently recovered by the employee from a third party (including private insurance). It is a condition of the Employer's contractual sick pay scheme that any payments made under the scheme are repaid to the Employer in full if compensation is recovered from a third party.

Employees are entitled to receive sick pay for the following periods:

During 1st year of service	1 month's full pay and (after completing 4 months' service) 2 months' half pay
During 2nd year of service	2 months' full pay and 2 months' half pay
During 3rd year of service	4 months' full pay and 4 months' half pay
During 4th and 5th year of service	5 months' full pay and 5 months' half pay
After 5 years of service	6 months' full pay and 6 months' half pay

Full details can be found in the NJC for Local Government Services book, also known as the Green Book.

11. Pensions

You are eligible to join the Local Government Pension Scheme (LGPS) if you have a contract for more than 3 months. You will be automatically entered into the LGPS on taking up employment unless you opt out in writing.

12. Disciplinary, Capability and Redundancy Rules and Procedure

The rules applicable to all employees are set out in Brentwood Borough Council's policies and procedures. Full details are contained in the Employee Guide and can be found on Brentwood Borough Council's intranet site.

The disciplinary and capability procedures which applies to Chief Executives is set out in the JNC Conditions of Service Handbook for Chief Executives of Local Authorities.

13. Grievance Procedure

If you have a grievance relating to your employment you should discuss the matter initially with the Leader. If this does not resolve matters you are subject to Brentwood Borough Council's normal policy and procedures for officers in terms of a grievance.

14. Maternity/Paternity Rights

Rights of pregnant employees to leave and pay are in accordance with the NJC agreements and apply to all pregnant employees. The Maternity and Paternity Leave Policy and Procedure is on the intranet and available from Human Resource Services.

It is important that employees who are or who become pregnant must notify their line manager as soon as practical (for risk assessments) and **read and understand the policy**. Further advice can be obtained from Human Resource Services.

15. Personal Data

For the purposes of administration, it is necessary for Brentwood Borough Council to hold and process personal data on its employees. The data will be held for the duration of your employment or for any longer period to enable Brentwood Borough Council to answer any questions relating to you as an employee.

Every care is taken to ensure that this personal data is held in confidence and secrecy. You have the right to inspect, review and if necessary update your personal details on an annual basis. Further details can be obtained from the Data Protection Officer.

If your personal details do change at any time you should inform the Leader or Human Resource Services as appropriate.

16. Criminal Convictions

You will be required to disclose any criminal conviction in accordance with the Rehabilitation of Offenders Act 1974, unless it has been 'spent' or your position is exempt from this act under the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975. Failure to do so may lead to your appointment being withdrawn or terminated.

17. Political Restrictions

This post carries a restriction under the Local Government and Housing Act 1998 on political activity. For further details on these restrictions please refer to the Councils' Constitution or the Human Resource Services Team.

18. Code of Conduct

The Code of Conduct for employees of Brentwood Borough Council provides guidance to all employees of Brentwood Borough Council on the standards required in relation to service, advice, disclosure of interests and hospitality which will help to maintain and improve standards and protect employees from misunderstanding and criticism. All new employees are issued with a copy of this code.

In addition, you will be required to abide by the Code of Conduct for employees of Rochford District Council and a copy of this code will be provided to you.

19. Trade Union Membership

Brentwood Borough Council supports the system of collective bargaining and supports the principle of working in partnership with trade unions. Brentwood Borough Council considers that it is sensible for you to join a trade union and actively encourages you to do so, as they represent you on appropriate negotiating bodies. Further information on recognised unions can be found in the Employee Guide.

20. Equal Opportunities

Brentwood Borough Council is an equal opportunities employer and is committed to creating an organisation where all staff are valued, work in harmony and have access to what they need in order to play an active and inclusive part in the organisation, free from fear of discrimination.

All employees have rights and responsibilities under Brentwood Borough Council's equal opportunity policy (Equality and Diversity in Employment) which can be found on the intranet and will be discussed as part of your induction. Acting in a manner which is contrary to this policy may be regarded as a disciplinary offence. Further information and advice is available from the Human Resource Services.

21. Garden leave

Brentwood Borough Council reserves the right, at its sole discretion, to require employees who are under investigation, have resigned with notice, or who have been given notice to terminate their contract by the organisation, not to attend their place of work for all or part of the notice period (the "garden leave period"). Further, the council reserves the right, at its sole discretion, not to give the employee any work during the garden leave period.

If you are placed on garden leave, you will not be allowed to come to work, meaning that you must stay away from the workplace during the garden leave period. If you are placed on garden leave, the council reserves the right to:

- confiscate any equipment belonging to the organisation that you may have, typically a work mobile phone and laptop;
- at the start of the garden leave period require you not to have any contact with Members/staff/clients/customers for work-related purposes during the garden leave period;
- prevent you from having any contact with another organisation, typically a competitor, during the garden leave period; and
- give instructions to you the employee regarding any contact with the employee's next employer during the garden leave period.

If you are placed on garden leave, your contract of employment will continue in force until the end of the notice period.

This means that, during the garden leave period, you will:

- continue to receive full pay and benefits (with the exception of benefits that are given to allow you to do your job, such as a work mobile phone or laptop) in the normal way;

- remain bound by all the obligations and restrictions set out in your contract of employment, including any confidentiality clauses and restrictive covenants contained in your contract of employment, save the duty to attend work;
- not be permitted to take up other employment during the garden leave period; and
- be required to remain available to be contacted by the organisation and to do any work requested by the organisation (for example hand-over notes for a replacement member of staff).

Signed by Employee

Date

Signed by Employer

Date