

DRAFT Terms and Conditions for Shared Deputy Chief Executives

Dear

**Letter of Appointment / Statement of Employment Particulars**

I have pleasure in offering you the post of Shared x for East Devon District Council (EDDC) and South Somerset District Council (SSDC). This position is subject to the terms and conditions set out in this letter.

Although your role is shared, you continue to be employed by East Devon District Council/South Somerset District Council.

Section 113 of the Local Government Act 1972 allows a local authority to enter into an agreement with another local authority to place its officers at the disposal of the other authority. By accepting this offer of employment you are agreeing to your placement with East Devon District Council/South Somerset District Council.

Staff that are made available under such an arrangement are able to take binding decisions on behalf of the body at whose disposal they are placed, although they remain an employee of their original authority for employment and superannuation purposes.

This legislation therefore allows staff to be shared between the two Councils.

**General**

Your job title is x reporting to the Chief Executive. You are expected to carry out other lawful activities within your capability and commensurate with the seniority of this post.

In accordance with the Local Democracy, Economic Development and Construction Act 2009, this post is a politically restricted post without the right of exemption or appeal.

Your start date is **1 April 2011**.

**1. Place of work**

Your places of work will be EDDC and SSDC council offices which are based at Knowle, Sidmouth and Brympton Way, Yeovil respectively. Although there are no plans to do so at present, the Council reserves the right to transfer you to a different workplace if required.

## **2. Terms and conditions of employment**

Your terms and conditions of employment incorporate certain terms which are negotiated by collective agreements from time to time by the National Joint Council (NJC) for Chief Officers of Local Authorities. These are also supplemented or amended by local agreements reached with trade unions recognised for collective bargaining purposes and by rules and/or policies of the Councils. A copy of the full conditions of employment (including the JNC for Chief Officers' handbook) is held by the Shared Chief Executive and Human Resources and is available for inspection. The current EDDC/SSDC Employment Handbook/Policies (*delete as appropriate*) is held on the intranet.

There will, from time to time, be variations in your terms and conditions of employment resulting from national, provincial and local negotiations and agreements. Within one month, such variations will be notified to you by letter or via the intranet/notice-boards or otherwise included in documents which are available for your inspection. The effect of such variations will be that the changes will be incorporated into your contract of employment.

We reserve the right to review, revise, amend or replace the contents of the Employment Handbook and introduce new policies from time to time, reflecting the changing needs of East Devon and South Somerset District Councils.

## **3. Salary**

Your commencing salary is £ per annum – delete as appropriate. This amount will increase in line with the national pay awards relating to cost of living on an annual basis.

Your salary will be paid **calendar monthly, in twelve equal payments / thirteen four weekly payments**, by credit transfer to an UK Bank/Building Society account on the <sup>x</sup> of each month. Special arrangements may apply for the December payment and these are communicated each year.

## **4. Reimbursement for Travel and Essential User Car Allowance**

For business mileage, you will be reimbursed using the HMRC company car rate.

Additionally, you will receive an Essential User Car Allowance in accordance with NJC for local government services. (applicable only where there is no lease car).

It is a condition of this post that you possess a valid full driving licence and that you will have a car available for business. Your insurance must be valid at all times and cover you for business purposes, which you need to obtain at your own cost. When making a claim for reimbursement electronically or manually you are certifying that you comply with this condition.

Due to the fact that you will be required to travel to a new place of work, you will be entitled to claim 28.8p/mile for the extra miles you have to travel to your new

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place of work for a period of 2 years. This applies only for the purposes of travelling from your home to your new place of work.

### **5. Deductions from wages**

By signing this letter you acknowledge that the Council shall be entitled to deduct from your salary or other payments due to you any money which you may owe the Council at any time.

By way of example, this includes payments owed due to miscalculation or managerial error, overpayments of wages (including in respect of excess annual leave taken at the date of termination), repayable costs of vocational training, subscriptions, pay in lieu of notice and overpayments in respect of expenses claims. This is under any clause of this agreement or otherwise.

By signing this letter you also provide your consent to pay to the Council, either by deduction from your wages or any other method acceptable to the Council:

- any losses which are sustained in relation to the property or monies of the Council, our customers, visitors or other employees of the Council during the course of your employment caused through your carelessness, negligence, recklessness or through breach of the Council's rules or any dishonesty on your part
- any damages, expenses or any monies paid or payable by the Council to any third party for any act or omission for which the Council may be deemed vicariously liable on your behalf subject to the operation of any statutory immunity or professional indemnity which may apply to your employment
- any amounts of remuneration, expenses or any other payments (statutory, discretionary) which are overpaid to you whether made by mistake or through any misrepresentation or otherwise.

### **6. Period of continuous employment**

Your period of continuous service, for statutory employment rights, dates from the commencement of your employment with either East Devon or South Somerset District Council. If you have previous continuous service with an organisation covered by The Redundancy Payments (Continuity of Employment in Local Government, (Modification) Order 1999) this service will be included when calculating entitlements relevant to:

- annual leave
- maternity scheme
- redundancy payment
- sickness scheme
- notice period

The Council, on the basis of information presently made available, has recorded that the period of your continuous service dates from x which was your date of commencement from x.

### **7. Hours of work**

Your normal working week is one of 37 hours from Monday to Friday. You are also required to work additional hours depending on the exigencies of the role and this will include evening and weekend work where necessary. Overtime is not payable.

### **8. Leave**

The annual leave period is from 1 January to 31 December and the entitlements of employees starting, or leaving, employment during the year are proportionate to completed service. Your current annual leave entitlement, for a full leave year, is **35** working days (including 2 extra statutory days) plus, as they occur, 8 public holidays. The Council reserves the right to designate annual leave days should the main Council Offices not be open to the public.

You will receive normal pay for all authorised absence on annual leave. Normal pay includes all earnings that would be paid during a period of normal working but excludes any payments not made on a regular basis.

On leaving, any annual leave taken in excess of your pro rata entitlement will be deducted from your final payment. If you leave the Council and have not taken your accrued annual entitlement, you will be entitled to receive payment in lieu of any outstanding entitlement except during any period of Garden Leave; in such circumstances unused holiday entitlement shall be deemed to be taken during the period of Garden Leave.

### **9. Maternity scheme**

The rights of pregnant women to maternity leave and pay are set out in the copy of the full conditions of employment available on the Intranet under Human Resources. These rights are dependent on pregnant employees complying with certain notification requirements and it is essential that all enquiries are referred to Human Resources.

### **10. Sickness scheme**

The sickness scheme is intended to supplement Statutory Sick Pay/Incapacity Benefit so as to maintain normal pay during defined periods of absence on account of sickness or injury. Normal pay includes all earnings that would be paid during a period of normal working but excludes any payments not made on a regular basis. Subject to the provisions of the sickness scheme, which are set out in the copy of the full conditions of employment held in your directorate, the period of Sick Pay, which is based on the period of continuous employment (see Para. 5 above), is:

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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 & 5th year of service	5 months full pay and 5 months half pay
After 5 years service	6 months full pay and 6 months half pay

It should be noted that the sickness scheme also provides that the period during which Sick Pay will be paid, and the rate of Sick Pay, in respect of any period of absence shall be calculated by deducting the aggregate of periods of paid absence during the twelve months immediately preceding the first day of absence. EDDC/SSDC reserves the right to dismiss you whilst you are still in receipt of Sick Pay. The Council holds your sickness records which are used for monitoring purposes, the payment of statutory sick pay where appropriate and where necessary for action under the sickness absence procedure. In accepting this post you are giving your permission under the Data Protection Act 1998 for the holding and use of these records.

For all absences up to 7 days, you are required to complete a self-certification form, which is available on the Intranet under Human Resources. For absence beyond 7 days you are required to obtain a medical statement signed by a doctor (Saturdays and Sundays are counted as working days for this purpose).

### 11. Notice

The minimum period of notice of termination of your employment, to which you are entitled is three months and the minimum period of notice that you are required to give to terminate your employment is three months.

South Somerset District Council/East Devon District Council may, at its discretion, make payments in lieu of notice in some circumstances or require you to serve out your period of notice on Garden Leave. Garden Leave means that whilst you remain on the payroll, the Council may require you to service notice without the need for you to come to work.

Following service of notice to terminate the appointment by either party, or if the employee purports to terminate the appointment in breach of contract, the Council may by written notice require the employee to take Garden Leave, from the date stated in that notice, and to stop forthwith performing any services (or to perform only specified services) for the Council until the expiry of the notice, or a specified date where payment in lieu of notice is made or the employee purports to terminate the appointment in breach of contract.

During any period of Garden Leave the Council shall be under no obligation to provide any work to, or vest any powers in, the Employee, who shall have no right to perform any services for the Council.

During Garden Leave the employee shall:

- (a) continue to receive the salary and all contractual benefits in the usual way and subject to the terms of any benefit arrangement;
- (b) remain an employee of the Council and bound by the terms of his/her contract of employment, particularly in relation to any duties of confidentiality and fidelity;
- (c) not, without the prior written consent of the Shared Chief Executive attend his/her places of work;
- (d) not, without the prior written consent of the Shared Chief Executive, contact or deal with (or attempt to contact or deal with) any officer, member, employee, consultant, client, customer, contractor, supplier, adviser or other business contact of the Council ; and
- (e) (except during any periods taken as holiday duly authorised leave in the usual way) ensure that the Shared Chief Executive knows where s/he will be and how s/he can be contacted during each working day and shall comply with any written requests to contact a specified employee of the Council at specified intervals.

## **12. Retirement**

The normal age of retirement at the Council is 65. You have the right to request working beyond retirement and this is outlined in the Retirement Policy.

## **13. Disciplinary policy and procedure**

In England, The Local Authorities Standing Orders (England) Regulations 2001 provide a degree of protection for chief executives against unwarranted political interference in their role as heads of paid service of local authorities.

Disciplinary action or situations in which there is the potential to dismiss on the grounds of misconduct and potential to dismiss for other reasons such as capability and some other substantial reason will require the involvement of a Designated Independent Person. Where a Designated Independent Person may be required and the matter cannot be resolved informally, the Council will use the model procedure outlined by the JNC in the National Salary Framework and Conditions of Service Handbook for Local Authority Chief Officers. This Handbook is held in Human Resources and available for your inspection.

## **14. Grievance policy and procedure**

Where an employee raises a grievance against you or where you raise a grievance (by definition this will be against an elected member(s) or the employing Council, we will use the model procedure outlined by the JNC in

the National Salary Framework and Conditions of Service Handbook for Local Authority Chief Officers.

**15. Code of Conduct**

You must follow the Code of Conduct for employees as this outlines to you the statutory, national and local obligations which govern your conduct as a local government employee. The reputation of this Council depends upon the public's confidence in you.

**16. Health and safety**

The Council's Health and safety policy, a copy of which is a copy of which is contained in the Employment Handbook/Policies, is drawn to your attention. It refers to the responsibility of both management and employees for health and safety matters and you are reminded that you are required to observe safety rules and safe working practices at all times and that failure to do so renders you liable to disciplinary action.

**17. Membership of a trade union**

You have a right to join a trade union and to take part in its activities and details of the trade unions recognised by the Council for collective bargaining purposes are available from Human Resources.

**18. Local Government Pension Scheme**

The opportunity to join the Local Government Pension Scheme (LGPS) is applicable to this post and it is noted that you are a Member.

Your contribution rate to the Local Government Pension Scheme continues to be 7.5% but may be varied in line with the scheme rules.

The Council also contributes to the Scheme and a "contracting-out" of the State Second Pension Scheme (S2P) certificate is in force for the LGPS. Alternative choices may include making your own arrangements to contribute to an approved Personal Pension Scheme. When you join the Pension scheme a full information booklet will be sent to you giving you details of the scheme and benefits available. If you need help completing the LGPS application form or advice about the LGPS please contact Payroll Services.

**19. Data protection**

Your day to day work may involve processing personal information relating to individuals who have business or dealings with the Council. Such personal information must not be disclosed for any other purpose than in respect of Council business, as instructed by your line manager or superior. Personal information and other information deemed confidential must be held in strict confidence. Therefore you are required to adhere to the Data Protection Policy and comply with the Council's Data Protection Code of Practice, a copy of which is held in every office and on the Council's intranet. Any breach of such confidentiality will be dealt with through the Council's disciplinary procedure.

East Devon District Council/ South Somerset District Council reserves the right to collect, store and process personal data about its employees insofar as it is relevant to their employment during the period of employment and for six years thereafter unless an individual policy stipulates a different time period for retention. This includes the processing of sensitive data for the purposes of monitoring the Council's equal opportunities policy. Through this statement, you give your consent to such collection, storage and processing.

**20. Monitoring of telephone calls and e-mails**

All telecommunications systems (including telephone calls and e-mails sent internally or externally and use of the intranet) may be subject to monitoring from time to time. The purpose of this monitoring is to ensure that you do not breach the Council's rules and policies on the use of telecommunications. Monitoring of content will only be undertaken by staff specifically authorised for that purpose in accordance with the relevant Council policy.

**21. Rehabilitation of Offenders Act and Disclosure (if applicable)**

Due to the nature of your work, it is a condition of your employment that you will be requested to obtain a disclosure certificate from the Criminal Records Bureau.

The provisions of the Rehabilitation of Offenders Act regarding non-disclosure of spent convictions do not apply to this post because of the kind of work it entails. You must disclose the details of any convictions, cautions, reprimands, warnings or other criminal proceedings, no matter when they occurred or what the nature of the offence was.

The failure to disclose previous criminal history could result in disciplinary action including dismissal. This information will be kept highly confidential.

We reserve the right to request a further disclosure during your employment with the authority, where there are reasonable grounds for concern about your suitability to continue working with vulnerable groups (for example children, vulnerable adults or those with disabilities) or where changes in legislation dictate or where there is a policy of re-checking within a specific timescale.

**22. Acceptance and documents you need to return**

**If you wish to accept this job offer, please let us have your written acceptance as soon as possible. If you fail to do this the offer will lapse by x date.**

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If you are accepting this offer of employment you must, as soon as possible, return to Human Resources add in right address the following documents:

- (i) The enclosed BLUE endorsement, after signing, indicating your acceptance of the appointment. (*The WHITE contract is for your retention*)

May I take this opportunity to congratulate you on your appointment and wish you all the very best in this exciting and challenging role. I am sure this strategic alliance will bring forth considerable benefits for the residents of both East Devon and South Somerset.

Yours sincerely

Mark Williams  
Shared Chief Executive