



Council 15 February 2012

Appointment of Joint Chief Executive

Summary

This report asks Council to approve the terms and conditions and other arrangements for the appointment of a Joint Chief Executive with Forest Heath District Council.

1. Background

1.1 Following on from the report presented to Council on 13 December 2011 (Report C259, Minute 72(b) refer) this paper deals with the following points:-

- (a) approval of the outstanding terms and conditions of employment;
- (b) confirmation of the Authority which is to employ the Joint Chief Executive for administrative purposes;
- (c) agreement to enter into the necessary legal arrangements to govern the Joint Chief Executive's post; and
- (d) arrangements in respect of the Returning Officer position.

1.2 A separate exempt report (Report C355) from the Joint Appointments Committee will make recommendations for the appointment of the new joint Chief Executive and consequential employment matters arising therefrom.

2. Procedure leading up to the recommendation for appointment

2.1 Following the resolutions of both Authorities in December 2011, the Joint Chief Executive post was advertised with a closing date of 31 January 2012, and attracted thirty-six applications. The short-listed candidates are to undergo an assessment process on 13 and 14 February 2012.

2.2 A Joint Appointments Committee (JAC), comprising three members from each authority, has been set up specifically for the purpose of selecting the preferred candidate. At the end of the assessment process, the JAC will meet to make a decision on its recommendation to both Councils. The report of the JAC will follow as an exempt report (Report C355).

3. Confirmation of Employing Authority

3.1 For reasons purely of administrative convenience, after consideration by the Leaders of both Authorities it is proposed that the Joint Chief Executive be directly employed by St Edmundsbury Borough Council. It is necessary therefore for each Authority specifically to appoint the Joint Chief Executive as their Head of Paid

Service. The employing Authority will enter into the terms and conditions of employment with the appointee.

- 3.2 The non-employing Authority will enter into an agreement with the employing authority for secondment under Section 113 Local Government Act 1972.

4. Confirmation of Terms and Conditions

- 4.1 Terms and Conditions which were agreed under paragraph 3.2.3 of Report C259 were included in the recruitment pack and are attached as Appendix 1 to this report. The outstanding matter for approval is the salary, which will be dealt with in the exempt report. The Joint Chief Executive will be employed under the Joint National Council for Local Authorities Chief Executive terms and conditions, as amended by local conditions, at a spot salary within the range £105,000 to £115,000 as agreed in the previous report. The salary will be reviewed annually taking account of the joint top pay policy required under the Localism Act, which is to be approved by both Authorities in March 2012. There will be no performance related pay initially. Performance related pay will form part of a review of performance management within a wider review of partnership working. The post holder will be given membership of the Local Government Pension Scheme and an essential car user allowance, the value of which may be used for a lease car. There are additional fees payable for delivering the role of Returning Officer.

5. Legal Agreement between the Borough Council and Forest Heath District Council

- 5.1 The agreement will set out the terms of the secondment arrangement. It will confirm that the secondment is for 50% of the officer's time commencing on the date of appointment and continuing until terminated on 12 months' notice by either authority.
- 5.2 The agreement will set out grounds on which it may be terminated earlier than on 12 months' notice; these grounds will relate to the performance of his/her duties by the post holder as well as allegations and findings of misconduct.
- 5.3 The agreement will also set out financial arrangements for equal sharing of salary, pension, expenses and all related matters. Each Authority will make its own payment in respect of the role of Electoral Returning Officer.
- 5.4 In recognition of the extra liabilities of the employing Authority, the other Authority will provide indemnities in respect of matters concerning constructive dismissal and/or unfair dismissal and/or discrimination/harassment/victimisation arising out of and in the course of the employment of the joint Chief Executive. The non employing Authority will also contribute an equal share of any redundancy costs.
- 5.5 It will lay down that the performance of the Joint Chief Executive is to be monitored by both Leaders in an agreed format, in accordance with the formal review process of the employing Authority.
- 5.6 Finally, the agreement will deal with conflicts of interest which may arise, issues of confidentiality and data protection. It will make it clear that when working for either Council the Joint Chief Executive will observe all the rules and procedures of

that Authority as are appropriate as well as complying with all statutory and common law requirements.

- 5.7 Each Authority will need to make arrangements for the employment of a Returning Officer. It is impractical for the Joint Chief Executive to be Returning Officer for two authorities as when an election takes place he or she cannot be at both counts at the same time. It is, therefore, proposed that the Joint Chief Executive be the Returning Officer for the non employing Authority and another officer be appointed as Returning Officer for the employing Authority.

6. Consequential Employment Matters

- 6.1 Council is asked to agree the recommendations of the Joint Appointments Committee with regards to the consequential employment matter arising from the appointment decision, as detailed in the Exempt Report C355, to be considered at this meeting.

7. Finance/Budget/Resource Implications

- 7.1 These amount to the shared costs of employment made up of salary, pension and national insurance, together with essential car user and travel allowances. There will also be redundancy costs, which will be set out at in Exempt Report C355 to be considered at this meeting.

8. Environmental Impact and Sustainability

- 8.1 None.

9. Policy Compliance/Power

- 9.1 The Council has power to appoint a joint shared Chief Executive and to enter into necessary secondment arrangements under Section 113 Local Government Act 1972.

10. Performance Management Implications

- 10.1 Performance management arrangements in respect of the Joint Chief Executive post will be agreed between the two Councils in addition to the normal performance review process.

11. Legal Implications

- 11.1 Employment law issues are discussed above and the powers are set out above as well.

12. Human Rights Act and Diversity Implications

- 12.1 These have been taken into account in the production of this report.

13. Crosscutting Implications

- 13.1 There are no crosscutting implications over and above those considered in respect of the earlier report on 25 October 2011.

14. Risk Assessment

- 14.1 There is risk of unfair dismissal claims arising from the process used which can be mitigated by adopting the proposed process but cannot be eliminated. There is a further risk from a failure to agree details of the appointment, which again will be mitigated by the process but cannot be eliminated.

15. Council Priorities

- 15.1 Value for money.

16. Recommendations

- 16.1 **Council is recommended to:-**

- (1) approve the terms and conditions set out above;**
- (2) approve the employment of the Joint Chief Executive by St Edmundsbury Borough Council;**
- (3) approve the entering into of the Legal Agreement to deal with secondment and financial arrangements;**
- (4) authorise the Head of Legal and Democratic Services and Legal Services Manager of Forest Heath District Council, in consultation with the Leader of both councils, to settle the final wording of the Legal Agreement; and**
- (5) approve the appointment of the Joint Chief Executive as the Head of Paid Service for the Authority.**

Documents Attached

Appendix 1 – Terms and Conditions

For further information please contact:-

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Terms and conditions

Post title: Joint Chief Executive Officer

Office base: Jointly: Mildenhall Council Offices and West Suffolk House
Bury St Edmunds

Grade: Chief Executive local grade

Pay

The salary is presently a spot salary within the range of £105,000 to £115,000 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.

You will be paid monthly into a personal bank account or building society account on 23rd of each month (or the working day prior to 23rd).

Returning Officer

As Returning Officer, fees paid are in addition to the salary.

Hours of work

Full time (37hours). As a member of the management team it is recognised that you will need to vary your hours and 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.

Holiday

You will have 28 days holiday a year (32 day after five years' continuous local government service) plus eight public holidays.

The offices are closed between Christmas and New Year, and you are required to take the extra statutory days during this time.

Local Government Pension Scheme

You will automatically be entered into the pension scheme unless you opt out. Contributions presently will be 7.5%. This figure may change according to scheme changes.

Relocation

Where appropriate a relocation package may be available by agreement.

Terms and conditions
Probationary period

You will serve a six month probationary period. (Internal promotions and transfers are exempt.)

Occupational Sick Pay Scheme

Commencing at one month's full pay rising annually until five years' continuous service, after which you are entitled to six months' full and six months' half pay.

Notice

You are required to give three months' notice to terminate employment.

Political restrictions

Political activity while holding this post is restricted under the Local Government and Housing Act 1989.

Professional subscriptions

You can be reimbursed one subscription to a relevant professional body.

Travel schemes

You will be paid an essential car user allowance and **may** also be eligible for a lease car or car loan under our local scheme.

Other benefits include:

Discount private health care/gym membership – full details on request

Discounted on membership of BUPA and at Bury St Edmunds and Haverhill Leisure Centres.

Childcare vouchers – full details on request.