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Agenda Supplement

Dear Councillor

EXTRAORDINARY COUNCIL - WEDNESDAY, 26TH JANUARY, 2022

I am now able to enclose, for consideration on Wednesday, 26th January, 2022 meeting of the Extraordinary Council, the following reports that were unavailable when the agenda was printed.

Agenda No	Item
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| 4. | <u>Brentwood/Rochford Partnership</u> (Pages 3 - 66) |
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Yours sincerely

Chief Executive

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17/01/22

Committee(s): Extra Ordinary Council	Date: 26 January 2022
Subject: Strategic Partnership with Rochford District Council	Wards Affected: ALL
Report of: Cllr Chris Hossack - Leader of the Council	Public Exempt Appendix C
Report Author/s: Name: Steve Summers Strategic Director Telephone: 01277 312500 E-mail: steve.summers@brentwood.gov.uk	For Decision

Summary

To approve the creation of a formal strategic partnership between the Brentwood Borough Council (the Council) and Rochford District Council (RDC) in accordance with Heads of Terms agreed between the two councils.

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.

To consider the recommendations made by the Audit & Scrutiny Committee following their pre-scrutiny of this report on 12 January 2022 and the additional recommendations made by the Rochford District Council's Review Committee on 13 January 2022.

Recommendation(s)

Members are asked to:

- R1.** 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.
- R2.** To approve the Heads of Terms set out in Appendix A.
- R3.** 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.
- R4.** 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.

- R5.** 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.
- R6.** That the Monitoring Officer be given delegated authority in consultation with the Constitution Working Group to make any required changes to the Constitution to give effect to the recommendations in this report.
- R7.** That the MOU and s113 Agreement makes provision for robust Exit Arrangements and a member led Conflict Resolution Process.
- R8.** That the s113 Agreement comes to the Review Committee for scrutiny before it is executed.
- R9.** That feedback from residents as to the impact of the partnership on services is regularly sought and reported upon.
- R10.** That there be an early review of technology in Phase 2 of the Transformation Programme to identify threats and/or opportunities.
- R11.** That the MOU and/or 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.

Main Report

1. Introduction and Background

- 1.1 Following a decision by the Council on 28 July 2021 and a reciprocal decision by Rochford District Council (RDC) on 20 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.
- 1.2 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.

- 1.3 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 develop 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.
- 1.4 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

- 1.5 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.

- 1.6 The Heads of Terms sets 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.
- 1.7 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.

2. Pre-scrutiny of this report

- 2.1 On 12 January 2022, Audit & Scrutiny 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 Rochford District Council. Members of the Audit & Scrutiny Committee were asked to consider the recommendations R1-R6 inclusive which are proposed in this report and to make any further recommendations as they saw fit.
- 2.2 The report of the Audit & Scrutiny Committee is at agenda item 6. Appendix D of this report.
- 2.3 The Audit & Scrutiny Committee gave careful consideration and in addition to the recommendations R1-R6 inclusive, proposed at paragraph 3 of that report (Appendix D) members made the following further 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.

- 2.4 On 13 January 2022, the Review Committee of Rochford District Council as part of its pre-scrutiny function, considered a report written in near identical terms as the 12 January 2022 Audit & Scrutiny Committee report. Following consideration of that report and its recommendations, the Review Committee made the following additional 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.
 - (D) That there be an early review of technology in Phase 2 of the Transformation Programme to identify threats and/or opportunities.
- 2.5 The Audit & Scrutiny Committee recommendation in paragraph 2.3(A) above is in the same vein as that from Rochford District Council's Review Committee recommendation in paragraph 2.4(A) and so this has been transposed into recommendation (R7).
- 2.6 The recommendation from Audit & Scrutiny Committee set out in paragraph 3 (B) is repeated in recommendation (R11)
- 2.7 The recommendation from Audit & Scrutiny Committee set out in paragraph 2.3 (C) has been adopted in the preparation of this report with additional financial implications set out at paragraph 8 below. Accordingly, it is not proposed that this is a recommendation for the Council in this report.
- 2.8 Rochford District Council's Review Committee's recommendations in paragraphs 2.4 (B)(C) and (D) are repeated in recommendations (R8), (R9) and (R10)

3. Appointment of the joint Chief Executive

- 3.1 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 Chief Executive will be appointed as Joint Chief Executive and Head of Paid Service by Rochford District Council with effect from 1 February 2022 on these terms and conditions but that his employment will remain with the Council. His current terms and conditions with the Council will be varied to reflect Appendix B. Jonathan Stephenson has consented to this change.

- 3.2 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 in the Audit & Scrutiny Committee report, comprising 3 incremental points of £10,000.
- 3.3 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 Rochford District Council.

4. Issue, Options and Analysis of Options

- 4.1 As set out in paragraph 2 of the Audit & Scrutiny Committee report at Appendix D.

5. Reasons for Recommendation

- 5.1 As set out in paragraph 3 of this Report and the Audit & Scrutiny Committee report at Appendix D.

6. Consultation

- 6.1 No external consultations have been carried out.

7. References to Corporate Plan

- 7.1 As set out in the Audit & Scrutiny Committee report at Appendix D.

The partnership will identify further opportunities for beneficial shared service arrangements with other local authorities. In addition, the partnership's strategic priorities of:

- Deliver financially sustainable, high-quality services that are valued by our community;
- Lead the way to improve our environment by acting locally, contributing globally;
- Provide high quality, sustainable housing to meet the needs of our community;
- Improve the quality of life, health and wellbeing of our residents; and
- Create opportunities for economic growth and improved connectivity in which businesses can flourish;

broadly reflect the Council's priorities of :

- Growing the economy;
- Protecting the environment;
- Developing communities;
- Improving housing; and
- Delivering an effective and efficient council.

8. Implications

Financial Implications

Name/Title: Jacqueline Van Mellaerts, Corporate Director (Finance & Resources) and Section 151 Officer

Tel/Email: 01277 312500/jacqueline.vanmellaerts@brentwood.gov.uk

8.1 In addition to the implications set out in the Audit & Scrutiny Committee report, at Appendix D, 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
	£	£	£	£	£
Profiled Savings					
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
Cumulative Position					
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	

- 8.2 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.
- 8.3 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/Audit & Scrutiny 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.
- 8.4 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. 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 4.1 of the Audit & Scrutiny 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.
- 8.5 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 Audit & Scrutiny Committee report at Appendix D.
- 8.6 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 Audit & Scrutiny Committee report at Appendix D.

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.

- 8.7 As referred to within the Audit & Scrutiny Committee report. £300,000 will be required to be allocated in earmarked reserves to fund the additional programme resource for the Transformation Unit of £600,000.

Legal Implications

Name & Title: Amanda Julian, Corporate Director (Law & Governance) and Monitoring Officer

Tel & Email: 01277 312500/amanda.julian@brentwood.gov.uk

- 8.8 As set out in the Audit & Scrutiny Committee report at Appendix D.

- 8.9 Appointment of a chief executive by a council would normally result in a direct contractual employment relationship between the council and the appointee. However, because the Joint Chief Executive is already an employee of the Council, his appointment by RDC pursuant to this report will be affected through the legal s113 Agreement between the two councils. The standard provisions which RDC 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.

Economic Implications

Name/Title: Phil Drane, Corporate Director (Planning and Economy)

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- 8.10 As set out in the Audit & Scrutiny Committee report at Appendix D.

Equality and Diversity Implications

Name/Title: Kim Anderson, Corporate Manager (Communities, Leisure & Health)

Tel/Email: 01277 312500/kim.anderson@brentwood.gov.uk

- 8.11 An Equality Impact Assessment was completed for the Audit & Scrutiny 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.

Risk Implications

- 8.12 As set out in paragraph 2.29 of the Audit & Scrutiny Committee report at Appendix D.

Background Papers

None

Appendices to this report

Appendix A: Head of Terms

Appendix B: Statement of Employment

Appendix C: Exempt

Appendix D: Audit and Scrutiny Committee Report



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:
- Communication within the two organisations and stabilisation of their respective workforces;
 - 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 at 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 day's 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 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 the 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 been 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

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Appendix C

Contains exempt information and is therefore not publicly available.

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Committee(s): Audit and Scrutiny Committee	Date: 18 January 2022 Appendix D
Subject: Pre-scrutiny of proposed report to Council re strategic partnership with Rochford District Council	Wards Affected: All
Report of: Cllr Chris Hossack, Leader of the Council	Public
Report Author/s: Name: Steve Summers, Strategic Director Telephone: 01277 312500 E-mail: steve.summers@brentwood.gov.uk	For Decision

Summary

The purpose of this report is to update the Audit and Scrutiny Committee as to the Council's proposals for a strategic partnership with Rochford District Council ("RDC") ahead of a report being presented to an extraordinary meeting of the Council on 26 January 2022 following an extraordinary meeting of RDC on 25 January 2022 that will recommend.

The Committee is invited to pre-scrutinise the proposed contents of the report and the recommendations (in paragraph 3.1) proposed to be brought to the extraordinary meeting of Council, as the same are set out below in paragraphs 2-4 inclusive. The purpose of pre-scrutiny is to provide robust and constructive challenge and make any comment or suggestion which will improve the quality of that report before it is published.

Recommendation(s)

Members are asked to:

R1: Consider the report and to provide robust and constructive challenge and make any recommendations to Council further to those set out in paragraph 3.1 of this report;

R2: Subject to R1, recommend to Council to adopt the contents of this report.

Main Report

1. Introduction and Background

- 1.1 Following a decision by the Council on 28 July 2021 and an earlier reciprocal decision by RDC on 20 July 2021, Jonathan Stephenson was appointed as Joint Chief Executive/Managing Director for both councils (hereinafter referred to as the "Joint Chief Executive") and designated as Head of Paid Service for RDC with effect from 1 August 2021 until 28 February 2022.

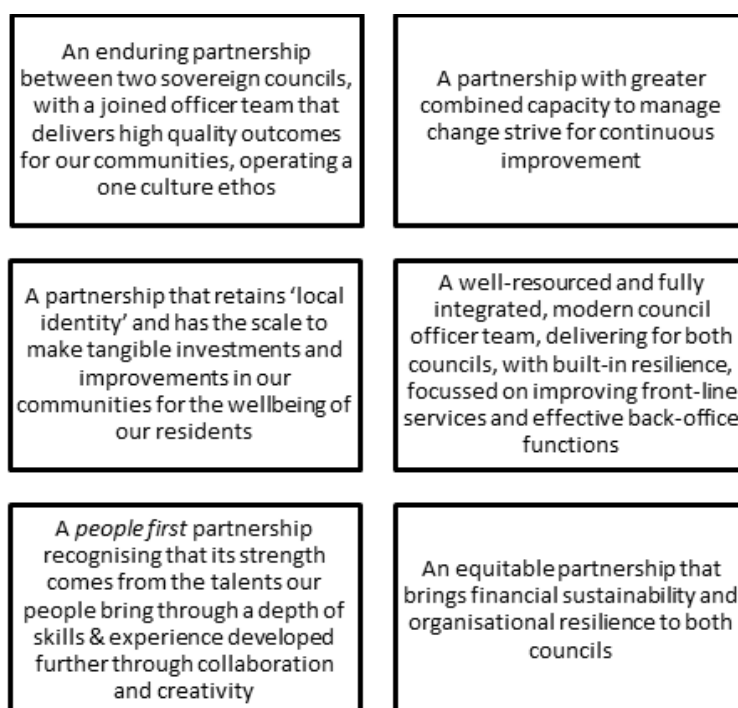
- 1.2 At those same meetings, it was resolved that the Joint Chief Executive and the Strategic Directors of each council, in consultation with the Leader and Deputy Leaders of each council undertake the creation of a feasibility study to explore further shared and partnership opportunities with one another. 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 was not possible to meet this deadline although a verbal update was provided by both Leaders to their respective meetings of full council in December 2021.
- 1.3 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 develop of Heads of Terms for the proposed strategic partnership (the “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.
- 1.4 Leaders believe that the Council and RDC are appropriate partners because of the following identified reasons relevant to the two 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. Issue, Options and Analysis of Options

A: Heads of Terms and the Vision for the Partnership

- 2.1 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.
- 2.2 The Heads of Terms sets 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.
- 2.3 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.
- 2.4 The vision of the two councils set out in the Heads of Terms is that the Partnership will be:



- 2.5 The two councils’ ambition is to create One Team, One Culture, One Partnership between Two Sovereign Councils.

B: Transformation Programme

- 2.6 Implementation of the ambitions of the Partnership will be delivered using established programme methodology (the “Transformation Programme”).
- 2.7 The Transformation Programme will be led by the Joint Chief Executive and managed by one of the Strategic Directors who will be the Senior Responsible Owner (SRO). A designated Transformation Unit will be created to drive delivery and to provide specialist advice, skills and support to the implementation of the Transformation Programme, including an externally recruited specialist programme manager.
- 2.8 The Transformation Programme will be delivered via a series of projects sequenced over a period of approximately 2.5 years from February 2022 to September 2024 (the “Roadmap”). There will be a programme plan and workstream milestone plans to deliver the Roadmap. This detailed project planning will be undertaken from February 2022 once the Transformation Unit is assembled. A high level year one indicative timetable is set out below.

Feb 22	Mar 22	Apr 22	May 22	Jun 22	Jul 22	Aug 22	Sep 22	Oct 22	Nov 22	Dec 22
Policy Alignment Workstream										
Tier 2 Process	Tier 3 Process				Service Delivery Workstream					
Workforce Development Workstream										
Communications and Engagement Workstream										

Phase 1: Creation of a Single Unified Leadership Team – February 2022 to September 2022

- 2.9 The creation of One Team and One Culture requires the alignment of the officer organisational structure between both councils. This is Phase 1 of the Transformation Programme which is intended to take place between February and September 2022.
- 2.10 Creation of One Team requires the formal appointment of Jonathan Stephenson as the Joint Chief Executive for both councils. The RDC meeting on 25 January 2022 recommends his appointment as Joint Chief Executive and Head of Paid Service. This Council is also asked to agree that Jonathan Stephenson be Joint Chief Executive of both councils. The terms and conditions of his employment will remain with the Council and the requirements of the Council relating to his employment, including the sharing arrangements with RDC, will be contained within the legal s113 Agreement which will also contain provisions relating to discontinuing the arrangements if required in the future.

- 2.11 The draft job description and draft person specification for the role of Joint Chief Executive are set out at Appendix B. These have been written and benchmarked by the East of England Local Government Association (EELGA) whose report can be found at Appendix C.
- 2.12 The Committee should note that the salary requirement for the post of Joint Chief Executive is subject to the agreement of both Leaders and will be presented to the respective meetings of full council on 26 January 2022 (for the Council) and 25 January 2022 (for RDC) for formal approval.
- 2.13 It follows that the Joint Chief Executive Officer must be empowered to lead the transformation required to deliver the Partnership, along with a senior leadership team who will support the delivery of both councils' ambitions.
- 2.14 Accordingly, the next step for the creation of One Team is the creation of a single unified officer structure for Tier 2 and Tier 3 which is proposed as set out below:

		The Council	RDC
Tier 2 Strategic Director	Current position	3 FTE	1FTE
	Future position	3 FTE initially (then 2)	
Tier 3 Assistant Director /Corporate Director	Current position	6 FTE	6 FTE
	Future position	9 FTE	

- 2.15 For Tier 2 (Strategic Director) this will create a saving of 1 post across the Partnership and it is proposed that the vacant post at the Council will be deleted and the saving shared as part of the overall saving apportionment across all phases. It is proposed that a further saving of 1 post will be created after the Transformation Programme is completed.
- 2.16 New job descriptions and person specifications will be created for each of the 3 new Tier 2 roles. These posts will be ring fenced to the existing Tier 2 Strategic Directors in each council. Current postholders will be consulted about the restructure proposals and invited to apply for one or more of the new roles during late January/early February 2022.
- 2.17 An assessment of suitability will be undertaken by the Joint Chief Executive supported by EELGA and suitably qualified applicants will be offered the new roles with effect from 1 March 2022. The roles will be offered on common terms and conditions of employment which will be the same across both councils.
- 2.18 The outcome of this process will be reported to meetings of each respective full council not later than the first meeting of the new municipal year.

- 2.19 The Joint Chief Executive and Strategic Directors will then prepare proposals for a restructure to bring together the senior leaders of both councils at Tier 3 (Assistant Director/Corporate Director). This will create a saving of 3 posts. This will require a formal restructuring exercise which will be undertaken in accordance with best practice and the policies/procedures of the two councils. Consultation with affected staff will take place in April 2022 with a recruitment and selection exercise completed not later than 31 July 2022. All staff appointed to the new roles will have their employment retained with their existing council, however the total cost/savings accruing to the new roles will be shared across the two councils.

Phase 2: Alignment of service delivery and creation of joint working opportunities – September 2022 to September 2024

- 2.20 It is proposed that following the creation of one unified leadership team, the services delivered by both councils will also be transformed to optimise opportunities for improved delivery across both councils in order to achieve the vision and ambitions of the Partnership. This is Phase 2 of the Transformation Programme. Phase 2 will take approximately 2 years to deliver to ensure orderly transition and minimise disruption to the delivery of services.
- 2.21 Proposals for transformation of services will be subject to a robust service review methodology and captured in business cases for change (“Business Cases”). The Transformation Unit will support the creation of all Business Cases but Business Cases will not be implemented until formal corporate governance approval has been given by each council.
- 2.22 Services will be reviewed in their directorate groupings so that the Tier 3 leader is an integral part of the service redesign. However, the integration of back-office services – the business of doing the business - will be a priority. This is because it will be important to stabilise the core of the councils’ business and the new single officer leadership team to preserve service delivery and continuity. It will also be a priority to focus on improvements to the customer experience so that the benefits of the Partnership can be demonstrated to residents as soon as possible.

C: Transformation Programme Governance

- 2.23 It is a fundamental premise of the Partnership that the sovereignty of each council is not compromised. This means that all formal decision making remains within the auspices of each council’s own Constitution. In Phase 1, appointments will follow the standard procedures in both councils. In Phase 2, no Business Case will be implemented unless it has been approved through the relevant council’s corporate governance. Where a Business Case affects both councils, both councils must approve it before it can be implemented.

- 2.24 Internal programme governance will be overseen and managed by the Joint Chief Executive and SRO. There will be regular reporting into the councils' respective corporate governance processes in a planned manner so that all members have visibility of the Transformation Programme and regular reporting as to its progress.
- 2.25 There will be an annual report to each council reporting benefits realised by the Transformation Programme. This will enable the Partnership to be considered at the same time as the councils review their respective corporate strategies.
- 2.26 In between times there will be a quarterly update report to the Executive (for RDC) and to the Policy, Resources and Economic Development Committee ("PRED") for the Council. In advance of these meetings, reports will be presented to each council's overview and scrutiny committees in order that questions can be asked and performance scrutinized and recommendations made. Municipal calendars will be aligned to enable this to happen effectively.

D: Benefits Realisation

- 2.27 It is intended that the Transformation Programme will yield annual savings of £600,000 - £850,000 in total between the two councils with effect from 2024/25 once the Transformation Programme is complete. Savings would be shared across both councils; the apportionment of these savings would need to be mutually agreed following a further review of the respective current structures and reflecting the Heads of Terms set out at Appendix A. The saving and apportionment (on a service by service basis) would be agreed by each council as part of the Business Case approvals process in Phase 2 of the Transformation Programme.
- 2.28 It is also intended that there will be other non-financial benefits including:
- Improved Retention and development of staff
 - Efficiencies and economies of scale in service delivery and procurement
 - A stronger and more influential regional voice

E: Risks

- 2.29 A full risk register for the Transformation Programme will be created and reported against as part of the programme management process. This work will begin from February 2022 once the Transformation Unit has been commissioned.
- 2.30 At this stage, a very simple analysis of the most obvious key risks around embarking on the Partnership is set out below: There are, of course, many more risks which need to be defined, mitigated and actively managed. These will form part of the programme governance and reporting referred to in paragraphs 2.23 -2.26 inclusive above.

Risk type	Description	Mitigation
Political	The Partnership becomes or is perceived to become a political merger or take over of one council by another;	The absence of a geographical boundary makes merger legally impossible; and the benefits of the Partnership continue to be tangible and cogent irrespective of political leadership
Economic	The Partnership does not achieve its potential for wider economic benefits for the community	Working in partnership to achieve inward investment activity will be a joint strategic aim of the Partnership and measured via the Transformation Programme
Financial	The Partnership does not yield the financial benefits it aims to achieve	The Transformation Programme is designed to deliver financial benefits which are measured via the programme governance and formal reporting
Organisational	The Transformation Programme causes instability within the workforce	The Workforce Development workstream is designed to address the people side of change
Technological	Incompatibility of IT systems becomes a barrier to harmonisation of services which in turn frustrates the efficiencies of creation of one team	Whilst both councils operate Office 365; due diligence of applications will be carried out as part of the service review and Business Case approval process in Phase 2 of the Transformation Programme and it is anticipated that decisions will be made accordingly.
Legal	The sharing of services and workforce creates legal blurring of responsibilities between the councils	The s113 Agreement will address this and all legal implications of service reviews will be considered as part of the Business Case approval process in Phase 2
Environmental	There could be a negative environmental impact arising from the operational requirements of sharing workforce and services but this will not become obvious until the service review process at Phase 2 of the Transformation Programme.	Implications of service reviews will be considered as part of the Business Case approval process at Phase 2. It is envisaged that the progress we have seen through new working practices and utilisation of technology will be built upon in the way the teams will work and interact across the two partnership areas.

3. Reasons for Recommendation

3.1 It is proposed that the Council will be asked to consider the following recommendations its meeting on 26 January 2022:

- (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;
- (2) To approve the Heads of Terms set out in Appendix A;
- (3) 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;
- (4) 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;
- (5) That a maximum of £300,000 (as set out in paragraph 4.2 of this report) be allocated from general reserves to fund the additional programme resource for the Transformation Unit;
- (6) That the Monitoring Officer be given delegated authority in consultation with the Constitution Working Group to make any required changes to the Constitution to give effect to the recommendations in this report.

3.2 The Committee is asked to consider these recommendations as part of its pre scrutiny.

Consultation

No External consultations have been carried out.

References to Corporate Plan

The Partnership will identify further opportunities for beneficial shared service arrangements with other local authorities. In addition, the Partnership's strategic priorities of:

- Deliver financially sustainable, high-quality services that are valued by our community;
- Lead the way to improve our environment by acting locally, contributing globally;
- Provide high quality, sustainable housing to meet the needs of our community;

- Improve the quality of life, health and wellbeing of our residents; and
- Create opportunities for economic growth and improved connectivity in which businesses can flourish;

broadly reflect the Council's priorities of :

- Growing the economy;
- Protecting the environment;
- Developing communities;
- Improving housing; and
- Delivering an effective and efficient council.

4. Implications

Financial Implications

Name/Title: Jacqueline Van Mellaerts, Corporate Director (Finance & Resources)

Tel/Email: 01277 312500 /jacqueline.vanmellaerts@brentwood.gov.uk

4.1 In the 20 July 2021 meeting Council agreed that a maximum of £20,000 be allocated from general reserves to fund 50% of the costs required to undertake the feasibility study and provide additional programme resources. RDC also committed £20,000 of resources to undertake this work, making a total of £40,000. The cost of this work is currently £10,000 underspent, forecasted at £30,000 which will be borne equally between the two councils.

4.2 The following resources are the best estimates required to create the Transformation Unit over the course of the Transformation Programme. Costs will be shared equally between the two councils. The costs will be profiled accordingly over the appropriate financial years:

Role	Year 1	Year 2	Year 3 (part year)	Total
NEW POST Programme Manager and Service Delivery workstream lead (0.6 FTE)	£60,000	£60,000	£30,000	£150,000
Programme office admin support (0.2 FTE)	£10,000	£20,000	£10,000	£40,000
Key Change Champions	£20,000 back fill costs	£20,000 back fill costs	£10,000	£50,000
	£15,000 training costs	Nil	Nil	£15,000

Role	Year 1	Year 2	Year 3 (part year)	Total
NEW POST Workforce development workstream lead (0.6 FTE)	£40,000	£60,000	£30,000	£130,000
Workforce External Training and Development courses	£5,000	£10,000	£5,000	£20,000
Additional HR support (EELGA)	£20,000	Nil	Nil	£20,000
NEW POST Communications and engagement workstream lead (0.6FTE)	£20,000	£40,000	£20,000	£80,000
Additional legal and financial support (s113 Agreement development)	£40,000	£40,000	£15,000	£95,000
	£220,000	£240,000	£120,000	£600,000
Cost to each council				£300,000

4.3 Indicative benchmarking exercises have been undertaken to estimate the likely achievable savings over the two phases of the Transformation Programme. Total savings following the completion of the Transformation Programme are estimated to be between £600,000 and £850,000 per annum across both councils. These savings would be cashable from financial year 2024/25 and accrue each year thereafter. The apportionment of these savings as between the councils would need to be agreed following a further review of the respective current structures.

4.4 This is an invest to save programme and over the 2.5 years of its duration, it is expected that the costs incurred (as outlined in the table above) would be paid back through the savings achieved, by the end of financial year 2023/24.

Legal Implications

Name & Title: Amanda Julian, Corporate Director (Law & Governance) and Monitoring Officer

Tel & Email: 01277 312705/amanda.julian@brentwood.gov.uk

4.5 Section 4 of the Local Authority and Housing Act 1989 states it shall be the duty of every local authority to designate one of their officers as Head of Paid

Service, and to provide that officer with such staff and accommodation and other resources that are in his/her opinion, sufficient to allow his/her duties to be performed.

- 4.6 It is common to designate the role of Head of Paid Service to the Chief Executive. The decision to designate the Head of Paid Service to the Chief Executive is reserved to full council.
- 4.7 As set out in paragraphs 2.1 -2.3 inclusive above, both councils will need to enter into a MOU and a legal agreement to give effect to the partnership arrangements. The Local Government Act 1972 s113 allows a local authority to enter into an agreement with another local authority to place its officers at the disposal of another authority. Subject to consultation with the staff concerned, including any negotiation in changes to terms and conditions.
- 4.8 Further, Section 1 Local Authorities (Goods and Services) Act 1970 enables a local authority to enter into an agreement to provide goods and services with another local authority including administrative, professional or technical services.
- 4.9 The legal agreements will include the usual standard contract clauses around performance, termination, breach, dispute resolutions and regulatory duties as well as mutually agreed terms and conditions.
- 4.10 Legal advice will be provided as Business Cases are bought forward.
- 4.11 By following the proper processes identified in this report the Council will mitigate the risk of challenges to outcomes.

Economic Implications

Name/Title: Phil Drane, Corporate Director (Planning and Economy)

Tel/Email: 01277 312500/philip.drane@brentwood.gov.uk

- 4.12 The establishment of a Strategic Partnership between Rochford District Council and Brentwood Borough Council enables two relatively small district councils to gain a stronger and more influential regional voice. This will assist in securing additional opportunities for public and commercial sector inward investment into both council geographic areas.

Equality and Diversity Implications

Name/Title: Kim Anderson, Partnerships, Leisure & Funding Manager

Tel/Email: 01277 312500/kim.anderson@brentwood.gov.uk

- 4.13 The Public Sector Equality Duty applies to the Council when it makes decisions. The duty requires us to have regard to the need to:
 - a. To eliminate unlawful discrimination, harassment and victimisation

- b. To advance equality of opportunity between people who share a protected characteristic and those who do not
 - c. To foster good relations between those who share a protected characteristic and those who do not
- 4.14 The protected characteristics are age, disability, gender, race, sexual orientation, religion, gender reassignment, marriage/civil partnerships, pregnancy/maternity.
- 4.15 An Equality Impact Assessment has been completed and found there to be no impacts (either positive or negative) on protected groups as defined under the Equality Act 2010.

Background Papers

None

Appendices to this report

Appendix A: Heads of Terms

Appendix B: Job Description and Person Specification for Joint Chief Executive

Appendix C: EELGA Benchmarking Report

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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:
- Communication within the two organisations and stabilisation of their respective workforces;
 - 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

Appendix B

Job description

1. **Job title:** Joint Chief Executive (Head of Paid Service)
2. **Reports to:** Brentwood Borough Council and Rochford District Council
3. **Responsible for:** Directly: Leadership Team members
Indirectly: all staff across both councils (approx. 400 staff)
4. **Location:** Based at both Brentwood and Rochford Council offices
5. **Grade and salary:** Joint Chief Executive local grade. Salary range £140,000 to £160,000 plus fee for Returning Officer role(s).

6. Job context

Working for two high performing autonomous councils you will be committed to making the area one of the best places to live, work and do business in the country.

You will deliver our ambitions for place shaping, economic and sustainable housing growth and exceed expectations of our stakeholders.

This post involves the leadership of one integrated management and staffing structure for two councils in Essex in order to develop innovative and sustainable partnerships across all sectors and boundaries to deliver efficient and effective services for both authorities. The further challenge is to create, promote and deliver a shared vision across all communities and stakeholders for a strong and economically vibrant place based identity.

7. Job purpose

- Act as the Head of Paid Service for each council, working with elected members and Management Team to provide leadership, vision and strategic direction for both councils.
- Deliver the strategic aims and objectives of each council, ensuring value for money for residents, striving for continuous improvement and providing high quality services, that are valued by our community, in accordance with statutory requirements and each councils' policies.
- Develop and lead an Organisational Development programme based around outcomes for people and place which supports the skills and behaviours required to establish a shared culture of service transformation and efficiency; including the development and implementation of a new joint officer team.
- Develop a well-resourced and fully integrated, modern council officer team, delivering for both councils, with built-in resilience, focussed on improving front-line services and effective back-office functions

- Drive a commercial / business focus for the councils and identify opportunities for income streams and alternative delivery models, while recognising the importance of economic development for the area's vitality, vibrancy and prosperity.
- Oversee a shared communication strategy which promotes a positive image of each council to external and internal stakeholders and which maintains each councils' identity while also promoting a shared vision.
- Establish and develop 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
- Establish and develop successful internal and external partnerships and relationships.
- Actively use the Joint Chief Executive's role as an ambassador for both councils, at regional and national levels to encourage inward investment from private and public sectors.

8. Main duties

8.1 Leadership and management

- a) Inspire and lead the service transformation for collaborative working, income generation and commercial activity and secure the long-term financial resilience of the two councils.
- b) Fulfil the role of Head of Paid Service to each council, providing leadership and direction and ensuring efficient, economic and effective corporate management, including policy development, implementation, and deployment of resources.
- c) Develop and maintain an entrepreneurial approach to income generation, partnership working across organisational boundaries and in the wider economy.
- d) Developing new relationships with other public and voluntary sector bodies to improve outcomes for our place e.g. in the health and wellbeing of our residents.
- e) Restructure, lead, motivate and develop a joint senior management team and one joint officer team structure to ensure optimum performance and strong leadership across both councils; ensuring that modern technology fully enables flexible and agile working practices across both councils for staff and members.
- f) Create a culture of customer focus and continuous improvement which learns from the private sector by using business methods and technology where appropriate, as well as effective self-regulation.
- g) Ensure each council is commercial in its approach to service delivery and provides value for money and valued services within a challenging financial environment.

- h) Ensure a strong culture of effective performance, using tools such as systems thinking and other change management tools alongside engagement and empowerment of staff to deliver excellent services, and to achieve the aims and objectives of both councils.
- i) Ensure that mutually supportive and resilient relationships are developed and maintained between each council, ensuring that the aims and objectives of each are balanced and delivered to a high standard.
- j) Act as principal advisor to each council on matters of strategic and general policy.
- k) Ensure that both councils meet their statutory obligations including health and safety and equal opportunities. Promote a culture of fairness, equality and respect.
- l) Act as controller designate for emergency planning across both authorities.

8.2 Member relations

- a) Establish and maintain effective working relationships with the Leaders, all political groups and members; working with them to, develop constructive and effective working relationships, supporting member development and a positive productive interface between members and staff across both councils.
- b) Work with a strong sense of political understanding and sensitivity which acknowledges the different political framework of each council whilst encouraging closer working between each council's members to ensure a coherent vision for Brentwood and Rochford.
- c) Promote a culture of political awareness among staff that helps translate political will into appropriate future plans and outcomes.

8.3 Partnership and community working

- a) Ensure that internal and external partnership working, engagement and consultation is actively encouraged in the development of policies and strategies, and in the delivery of services.
- b) Review the way services are commissioned and delivered and support the building of community capacity so that local communities are well placed to shape and/or deliver services.
- c) Develop and maintain constructive relationships for both councils with other local authorities, central government, NHS bodies, the wider health economy and external partners (including the business and industrial sector), community and voluntary organisations to deliver improved outcomes for residents and businesses.

- d) Influence key organisations regionally and nationally to shape policy/strategy and enable each council to deliver its individual priorities alongside Brentwood and Rochford as a whole.

8.4 Other responsibilities

- a) Undertake the role of Electoral Registration Officer and Returning Officer for elections.
- b) As a term of employment you will be required to be involved in Emergency Planning Services. The councils will delegate tasks to you as appropriate within the emergency planning arrangements. It is expected that you will participate in training exercises and emergency planning responses.
- c) Operate as required between the main offices of each council.

Additional information

This post is designated as being politically restricted in accordance with the terms of the Local Government and Housing Act 1989.

Person specification

1. Post: Joint Chief Executive

2. Reports to: Brentwood Borough Council and Rochford District Council

3. Key skills and behaviours

- a) Ambitious, visionary and creative, with excellent strategic transformational leadership, management and business skills.
- b) Resilient, confident, resourceful, motivated and determined, with a high standard of personal integrity and professional conduct.
- c) Highly developed entrepreneurial, commercial and business acumen to drive service improvement and ensure the financial resilience of the two councils.
- d) Ability to translate the strategic priorities of the two councils (e.g. economic and housing growth, health and wellbeing) into tangible benefits for the place and for residents.
- e) Ability to provide the direction necessary and to model appropriate behaviours to manage the interface between Councillors and staff while engaging and empowering them to develop the policies and relationships which will fulfil the objectives of each council individually and jointly.
- f) High level of communication, diplomatic and networking skills; visible and approachable with highly developed interpersonal skills, and a proven ability to persuade, influence and relate effectively with stakeholders, staff and Councillors in a variety of contexts and situations.
- g) A successful track record of building and enhancing partnerships with a wide range of organisations and individuals, working across organisational and sector boundaries to embrace collaborative working and drive mutual benefits.
- h) A high degree of self-awareness and political sensitivity and an ability to command respect, trust and confidence in working with Councillors, staff, partner organisations and communities.
- i) Ability to recognise and deal appropriately with a wide range of issues which require sensitive handling because of their impact on others, media sensitivity or importance to stakeholders.
- j) Ability to work in partnership with all elected members with impartiality, recognising the political impact and importance of issues.
- k) Ability to give unambiguous advice, often in difficult circumstances, and to take tough decisions.

- l) Strong time management skills enabling successful management of two distinct and separate political organisations and to deal with the relationships, demands and priorities of both council Leaders.
- m) Proven success in providing high level, balanced advice and guidance on strategic issues in a highly pressurised environment.
- n) A personal belief and commitment to the concept and value of public service, local democracy and partnership working.
- o) Ability to lead the design of a new organisational structure that is fit for the future context. With a commitment to agile and flexible working practices for self, staff and councillors.
- p) Evidence of relevant and continuing professional and senior leadership/management development and self-development.

4. Experience

- a) Demonstrable evidence of high performance and positive achievement, including evidence of strong and effective leadership, an ability to empower and delegate, and team building skills. This will include experience of operating within a large, multi-functional organisation.
- b) An understanding of new delivery models and preferably some experience of commissioning services from private, voluntary and social enterprise sectors. This will include a commercial/entrepreneurial approach to the business of both councils.
- c) Experience of successfully driving sustainable growth (including housing and economic growth) and prosperity across local and regional areas.
- d) Proven ability to secure good working relationships between elected members, or their private sector equivalent, and staff.
- e) A track record of successfully managing and delivering effective organisational change and translating organisational ambitions into demonstrable outcomes within a demanding and politically sensitive environment.
- f) Ability to formulate, implement and monitor strategic plans to achieve agreed objectives and advance both council's ambitions at regional, national and, where appropriate, international levels.
- g) Proven success in using a strong intellect along with an ability to empower, motivate and engage staff at all levels towards a common vision, often within challenging organisational circumstances.

- h) Ability to inspire senior managers, staff, elected members, communities and partners towards the achievement of goals.
- i) Successful history of shaping and delivering service outcomes around the needs of users while ensuring that value for money and efficiencies are in line with political and community expectations.
- j) Experience of successful partnership working with a wide range of communities, partner organisations, businesses, private sector service providers, public agencies, voluntary bodies and statutory authorities, with a track record of translating partnership working into tangible benefits for the councils and the place.
- k) Demonstrable track record of influencing internal and external stakeholders to drive up levels of performance and ensure there is the capacity and ability to respond to the requirements of the Localism Act.
- l) Some experience of working across separate political organisations would be welcome.
- m) Experience of leading, implementing, sustaining and evaluating major change agendas that have resulted in significant culture change and improved outcomes.
- n) Experience of promoting organisational profile and acting as an ambassador.

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East of England
Local Government Association

Brentwood and Rochford Councils pay benchmarking report

1. Introduction

Brentwood and Rochford councils have separate staff groups and serve both councils as independent sovereign councils.

Both councils are ambitious for their “places” and are delivering an ambitious and forward focussed agenda.

A new shared arrangement around a shared Chief Executive has recently been put in place. This arrangement is likely to become permanent with a move to a shared senior team then moving to a shared staff group longer term.

The councils want to attract recruit and retain the very best staff, and this is critical to their success especially in delivering on their aspirations.

The council will want and need the best possible staff to deliver the agenda, not just in terms of recruitment but retention too.

2. The shared senior team

It is proposed to move to a three Director model reporting directly to the Chief Executive and working across both councils.

There are currently four roles at the two councils although one post is currently vacant.

The proposed configuration of the roles is;

Strategic Director- Resources, Assets and Place

Strategic Director- Customer and data insight, Partnership and Projects and

Strategic Director – Housing, Environment and Communities and Health

The current recruitment market is incredibly competitive, given the changes in working practices during Covid, hybrid and agile working means that staff can now choose to work almost anywhere and in any industry, and this presents both opportunities and threats.

There is the ability to recruit from across wider industry and geographical areas, but also the ability for existing staff to consider roles in other places too, without having to relocate.

The two councils have a good record of recruiting staff when the salaries offered have been competitive and have been less successful when the salaries offered fall short of the market expectations. There is no doubt that salary will play a role when competing for top talent, especially within the public sector.

It will be important to understand the current market including pay and reward arrangements across local government, in order to ensure that Brentwood and Rochford are able to recruit and retain the key staff required to deliver the two councils’ aspirations and objectives and to be the best that they can be for their communities.

A balance must be struck between pay that attracts and retains high calibre staff and good value for the public purse.

Recruiting and retaining the very best staff has a direct impact on outcomes, failure to do so will undermine the organisations’ ability to deliver for residents. It is especially unhelpful if key roles cannot be filled or become vacant as the loss of key staff will impact on the ability to deliver key outcomes.

3. Benchmarking

There are 39 Districts/Boroughs in the East of England, the councils vary in size (geographically and population) and have differing characteristics, e.g., rural/urban mix, proximity to London, Coastal or Port authority responsibilities and differing levels of economic or social challenge. All of these things can influence recruitment and retention and therefore salaries offered.

There are some issues to consider when benchmarking salaries. Whilst every council must have a Head of Paid Service (usually included in a Chief Executive or Managing Director role) and two statutory officers (Monitoring officer and Section 151 officer) the exact configuration of post below the Head of Paid Service differs across councils.

The number of officers at tier two; usually called Director and at tier three, variously called Assistant Directors/Heads of Service can be quite different.

The configuration and content of roles at tiers two and three can also be significantly different.

It is unlikely that roles at tiers two and three will have direct comparators at other councils, except for the level at which they operate.

In order to understand the current market EELGA has undertaken benchmarking into pay at Chief Executive, tiers two and three for similar councils and for the types of roles that exist in Brentwood and Rochford.

EELGA has recently surveyed councils on salary levels at tiers 1 to 4. This historical data is contained in a report submitted to the region's Chief Executives however evidence suggests that senior salaries are being reviewed across the region.

The data that has been used for benchmarking is current published data for councils according to their pay policies and information about role content provided by councils directly to EELGA as part of a research project into senior pay across the region.

Particular attention has been paid to shared arrangements and to District/Borough councils in Essex.

4.1 Shared arrangements

The proposed shared arrangement at the two councils creates an additional dimension to roles at a senior level. Supporting two sovereign councils with two (currently) separate teams is more complex both practically and politically and will need to be reflected in the senior roles.

The additional dimension of the geographical distance between the two councils also introduces further complexity.

Whilst there are shared services across councils for a wholly shared workforce, specific service areas or for individual shared posts, there are no other district/borough in the East of England that have the complexity of a newly shared Chief Executive across geographically distances areas and introducing a shared team.

Four "pairs of councils" have previously set up shared arrangements, all of which have wholly shared workforces and adjacent geographical boundaries.

Babergh and Mid Suffolk have a wholly shared workforce as have South Norfolk and Broadland. In these cases, as with Brentwood and Rochford they serve two sovereign councils.

Both East Suffolk (Suffolk Coastal and Waveney) and West Suffolk (Forest Heath and St Edmundsbury) which had a previously shared workforce have now formed a single councils from the previous shared

arrangements, and as the salaries were set when the sharing was in place, they still reflect the additional complexities of shared arrangements.

As all of these comparator authorities are in Suffolk and Norfolk, the salary levels will be lower than might be found in Essex where competition for talent within Essex, into Hertfordshire and in London typically means that salaries are higher than those in Suffolk and Norfolk.

Salary levels for shared arrangements are shown in the table below.

Table one

Council	Chief Exec/MD	Directors	ADs (or equivalent)	Total number in senior team
Babergh/Mid Suffolk These salaries are currently under review	£118,767-£138,202	£82,170-£96,804 (1 Director post)	£59,658 to £74,292 (9 posts, including 1 post 50% funded by Health) Additional payments for MO, S151 and AD Assets and Investments.	11
Broadland/South Norfolk	£140,000-£160,000	£80,000-£100,000 (3 Director posts)	£61,200, - £80,999 (8 Assistant Director posts)	12
East Suffolk	£153,615.	£96,215 - £105,022. (2 Director posts)	£63,956 - £75,080 £77,861 - £88,503 (13 posts - total including two partnership-shared roles)	14 + two shared roles
West Suffolk	£130,000 to £142,500.	£97,500-£106,875 (2 Director posts)	£78,000 -£85,500 (6 posts)	9

4.2 Chief Executive pay

The pay of the Chief Executive essentially provides a “ceiling” and caps the pay of staff at the levels below.

It is often used to determine pay at lower levels within the organisation by expressing senior pay as a percentage of Chief Executive pay which broadly equates to the “weight” of the role.

The Chief Executive pay for districts and boroughs in the region varies significantly. This is related to a number of factors; the size of the council often linked to population size. The complexity of the council; key features such as commercial activity, specific features such as ports/airports or coastal responsibilities and the affordability for the council in relation to market forces at play when the post was last recruited to.

In terms of Chief Executive pay in shared (or previously shared) arrangements Babergh/Mid Suffolk is the lowest (£118,767- £138,202) and no longer reflects the market. The most recent shared appointment in the region is at South Norfolk/Broadland at £140,000-£160,000. This salary was market tested after benchmarking at the point of advertising the role.

In Essex (district and boroughs) salary levels vary due to a number of factors; population size was once used to inform Chief Executive and Director salaries as part of a national formula. This is no longer used however long standing pay arrangements may still retain vestiges of this practice. The timing of the most recent appointment to the role and the market conditions at the time may have impacted on the advertised salary on appointment. The financial position of the authority can also have a bearing. Finally, the authority is free to set and review pay rates and will also set its pay policy on an annual basis.

It is worth noting that some salaries quoted in the benchmarking are based on flexible retirement/part time roles and will therefore not be comparable to full time costs. Also of note is that some salaries are currently under review.

The table below contains salary levels for Chief Executives/Managing directors in Essex. The detail is based on published data and does not include any recent pay awards or any pending changes to pay rates as a result of restructures or pay reviews.

Table two

Local Authority	Tier 1
Basildon	189804
Braintree	140754
Brentwood	125000
Castle Point	143200
Chelmsford	182160
Colchester	133189
Epping forest	143000
Harlow	138971
Maldon	90088
Rochford	124992
Tendring	135076
Uttlesford	122006

4.3 Director pay

Pay for the Directors can vary significantly both in shared arrangements and more widely regionally and nationally and again is sensitive to market conditions particularly on appointment. The title “Director” can relate to a functional, corporate or strategic role and again this may impact on salary.

Table one (above) shows the pay rates for Directors in shared arrangements as well as Chief Executives and tier three roles.

The table below (table three) shows pay for tier two in district/borough authorities in Essex. Again, caution is required as the roles described at tier two in authorities will differ in terms of responsibility, configuration of strategic/corporate/service responsibilities and the size, shape and range of the role and when pay was last reviewed or the organisation was last restructured. Authorities in Essex do not have shared arrangements of the type envisaged in Brentwood and Rochford of a shared senior team.

When setting pay for the new Brentwood and Rochford shared senior roles consideration will be needed of the additional complexity of a shared role. This usually requires an enhancement to salary beyond that paid to a Director, working for a single authority in recognition of the complexity of the role.

Table three

Basildon	146954
Braintree	111006
Brentwood	88492
Castle Point	102842
Chelmsford	125000
Colchester	115797
Epping forest	115000
Harlow	107181
Maldon	86812*
Rochford	96126
Tendring	99465
Uttlesford	96094

* Three Director/Head of Paid Service model.

4.4 Assistant Director pay

The Third tier (often called AD roles) are much more difficult to benchmark as tier three can be very different in each council. The numbers of tier three posts and the organisation of work make direct comparisons difficult.

In some councils tier three roles are wholly operational, especially where there are a larger number of posts at tier two, in others they are more corporate with a balance of cross cutting themes and operational responsibilities. Generally, the more corporate the role the higher the salary to reflect the higher level at which they operate.

In Brentwood/Rochford salaries will be dependent on responsibilities, for example where roles are more strategic with a corporate focus and responsibility across both councils these are likely to attract higher salaries than purely operational roles.

5. Recommendations on pay and reward

The benchmarking exercise has identified that Brentwood and Rochford will need to consider salaries carefully to ensure that they are set fairly and in line with the market. Whilst simultaneously providing good value for the public purse. Consideration will also need to be given to existing salaries for the current posts.

The Chief Executive at Brentwood is currently paid a spot salary of £125,000. This is the same level as a Director at Chelmsford.

The Managing Director at Rochford was paid £124,992

Strategic Directors at Brentwood are paid between £83,230 and £90,262.

The Director at Rochford is paid between £84,818 to £96,126.

For the new shared arrangements, the responsibilities of the roles change substantially to include both corporate and functional responsibilities across both councils. The recommendations below take this into account.

5.1 Chief Executive

The salary at shared arrangements are as follows;

West Suffolk is, £130,000 to £142,500, East Suffolk it is a spot salary of £153,615, South Norfolk/Broadland-£140,000 to £160,000. Babergh and Mid Suffolk are not included as these are currently under review.

Salaries for a Chief Executive for a single authority in Essex vary from the smallest £ 90088 (which relates to a Director post which also holds the statutory responsibility of Head of Paid Service) to the highest of £189804 at Basildon. Basildon has traditionally had higher rates of pay than the rest of Essex.

Taking both Maldon and Basildon aside, and Chelmsford (a City Council) salaries range from £122,006 (Uttlesford) to £143,200 (Castle Point).

The current Chief Executive at Brentwood is paid £125,000 with the previous MD at Rochford paid £124,992.

The closest comparator is likely to be the most recently appointed Joint Chief Executive at South Norfolk Broadland and therefore the recommended salary for the Chief Executive at Brentwood and Rochford is £140,000 to £160,000. With annual progression through a grade of three points (£140,000, £150,000 and £160,000) based on performance.

5.2 Strategic Director

Salaries for Strategic Director roles differ across the region, Broadland and South Norfolk have three Director roles but these are configured differently to those proposed at Brentwood and Rochford, both East Suffolk and West Suffolk have two Directors whilst Babergh and Mid Suffolk have only one Strategic Director.

The salary for Director roles at Broadland and South Norfolk is £80,000-£100,000, West Suffolk is, £97,500-£106,875, at East Suffolk it is £96,215 - £105,022 and at Babergh and Mid Suffolk it is £82,170-£96,804 , although this is under review.

Across districts and boroughs in Essex, salaries for tier two range from £86812 in Maldon to £146954 in Basildon. Taking these two extremes aside, salary levels range from between £96094 (Uttlesford and £115797 (Braintree)

The current Director salaries in Brentwood are £88,492 and in Rochford is £96,126.

it is recommended that the salary for the Strategic Director should be set at £100,000 to £120,000 with a scale of 3 points (£100,000, £110,000, and £120,000). This recommendation acknowledges the strategic nature of the roles , the operation across two councils, with two sets of members and more accurately reflects the responsibilities of the role.

5.3 Assistant Directors

The salary for roles at tier three should not be set until these have been developed as part of the shared arrangement. The size, shape and content of the roles will drive the salary level and can be compared with benchmark information available before the roles are offered as part of the restructure.

It is worth noting that EELGA is currently supporting a number of restructures across the region. In all cases tier three is proving the most difficult to recruit to; salaries are being adjusted to aid recruitment in response to the market.

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