

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