


COUNCIL

To: All members of the Council

You are hereby summoned to attend a meeting of South Norfolk Council for the purpose of transacting the business set out in this agenda.

Yours sincerely



Trevor Holden
Managing Director

Mr G Minshull
Chairman of the Council

Mrs F Ellis
Vice-Chairman of the Council

Group Meetings

Conservatives:
Colman and Cavell Rooms at 6.00pm

Liberal Democrats:
Blomefield Room at 6.00pm

AGENDA

Date

Monday 16 December 2019

Time

7.30pm

Place

Council Chamber
South Norfolk House
Cygnet Court
Long Stratton
Norwich
NR15 2XE

Contact

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This meeting may be filmed, recorded or photographed by the public; however, anyone who wishes to do so must inform the Chairman and ensure it is done in a non-disruptive and public manner. Please review the Council's guidance on filming and recording meetings available in the meeting room.

If you have any special requirements in order to attend this meeting,
please let us know in advance

Large print version can be made available

The Council's Prayer

A G E N D A

1 Apologies for absence

2 Urgent Items:

Any items of business which the Chairman decides should be considered as matters of urgency pursuant to Section 100 B (4) (b) of the Local Government Act, 1972; [Urgent business may only be taken if, "by reason of special circumstances" (which will be recorded in the minutes), the Chairman of the meeting is of the opinion that the item should be considered as a matter of urgency.]

3 To Receive Declarations of Interest from Members

(please see guidance – pages 5)

4 To confirm the minutes of the meetings of the Council held on 16 September and 11 November 2019;

(attached – pages 7 & 13)

5 Chairman's Announcements;

(engagements attached – page 15)

6 To consider any petitions received under Section I of the "Rights of the Public at Meetings"

7 Recommendations from the Cabinet arising from the meetings held on 11 November and 9 December 2019;

(a) Cabinet Meeting 11 November 2019

(i) Treasury Management Quarter 2 Report 2019/20

(page 61 of the Cabinet Agenda)

TO RECOMMEND THAT COUNCIL:

1. Notes the treasury activity for the first half of the year and that it complies with the agreed strategy.
2. Notes the 2019/20 prudential indicators for the first six months of the year.

(ii) Joint Domain Name

(page 81 of the Cabinet Agenda)

TO RECOMMEND THAT COUNCIL agrees to submit "South Norfolk and Broadland" as the preferred choice to Central Government, for the single domain name for Broadland and South Norfolk.

(b) Cabinet Meeting 9 December 2019

NOTE: the recommendations arising from the Cabinet meeting on 9 December will be tabled at the meeting

- (i) Joint Commercialisation Strategy** (page 11 of the Cabinet Agenda)
- (ii) Adoption of Conservation Area Appraisals and Boundary Amendments for Fritton, Pulham St Mary, Pulham Market, Seething, Starston and Wacton Conservation Areas** (page 55 of the Cabinet agenda)
- (iii) Norfolk Strategic Planning Framework 2020/21** (page 199 of Cabinet agenda)

- 8. Update on Progress with Two Councils One Team** (report attached – page 16)
- 9 Monitoring Officer Report** (report attached – page 140)
- 10 Contract Standing Orders;** (report attached – page 148)
- 11 Questions to Chairmen and Portfolio Holders**

To take questions from Councillors and the Public

Note: Time allocated to be at the discretion of the Chairman. No notice is required of questions; however, it may be necessary for written answers to be provided where an immediate response cannot be supplied. If members choose to submit questions in writing in advance, they will be circulated before the meeting.

a. Cabinet

Please [click here](#) to view the most recent Cabinet minutes available

Questions to the Leader and other Cabinet members

John Fuller	The Leader, External Affairs and Policy
Yvonne Bendle	Health, Housing and Wellbeing
Alison Thomas	Finance and Resources
Keith Kiddie	Regulatory and Environmental Excellence
Kay Mason Billig	Stronger Communities and Governance
Lisa Neal	Planning and Economic Growth

b. Scrutiny Committee - Questions to the Chairman

Please [click here](#) to view the most recent Scrutiny Committee minutes

c. Licensing Appeals and Complaints Committee / Licensing and Gambling Acts Committee – Questions to the Chairman;

Please [click here](#) to view the most recent Licensing Committee minutes

d. Development Management Committee – Questions to the Chairman

Please [click here](#) to view the most recent Development Management Committee minutes

e. Electoral Arrangements Review Committee – Questions to the Chairman

Please [click here](#) to view the most recent Electoral Arrangements Review Committee minutes

12 Outside Bodies – Feedback from Representatives:

AGENDA ITEM 3

DECLARATIONS OF INTEREST AT MEETINGS

When declaring an interest at a meeting Members are asked to indicate whether their interest in the matter is pecuniary, or if the matter relates to, or affects a pecuniary interest they have, or if it is another type of interest. Members are required to identify the nature of the interest and the agenda item to which it relates. In the case of other interests, the member may speak and vote. If it is a pecuniary interest, the member must withdraw from the meeting when it is discussed. If it affects or relates to a pecuniary interest the member has, they have the right to make representations to the meeting as a member of the public but must then withdraw from the meeting. Members are also requested when appropriate to make any declarations under the Code of Practice on Planning and Judicial matters.

Have you declared the interest in the register of interests as a pecuniary interest? If Yes, you will need to withdraw from the room when it is discussed.

Does the interest directly:

1. affect yours, or your spouse / partner's financial position?
2. relate to the determining of any approval, consent, licence, permission or registration in relation to you or your spouse / partner?
3. Relate to a contract you, or your spouse / partner have with the Council
4. Affect land you or your spouse / partner own
5. Affect a company that you or your partner own, or have a shareholding in

If the answer is "yes" to any of the above, it is likely to be pecuniary.

Please refer to the guidance given on declaring pecuniary interests in the register of interest forms. If you have a pecuniary interest, you will need to inform the meeting and then withdraw from the room when it is discussed. If it has not been previously declared, you will also need to notify the Monitoring Officer within 28 days.

Does the interest indirectly affect or relate any pecuniary interest you have already declared, or an interest you have identified at 1-5 above?

If yes, you need to inform the meeting. When it is discussed, you will have the right to make representations to the meeting as would a member of the public, but you should not partake in general discussion or vote.

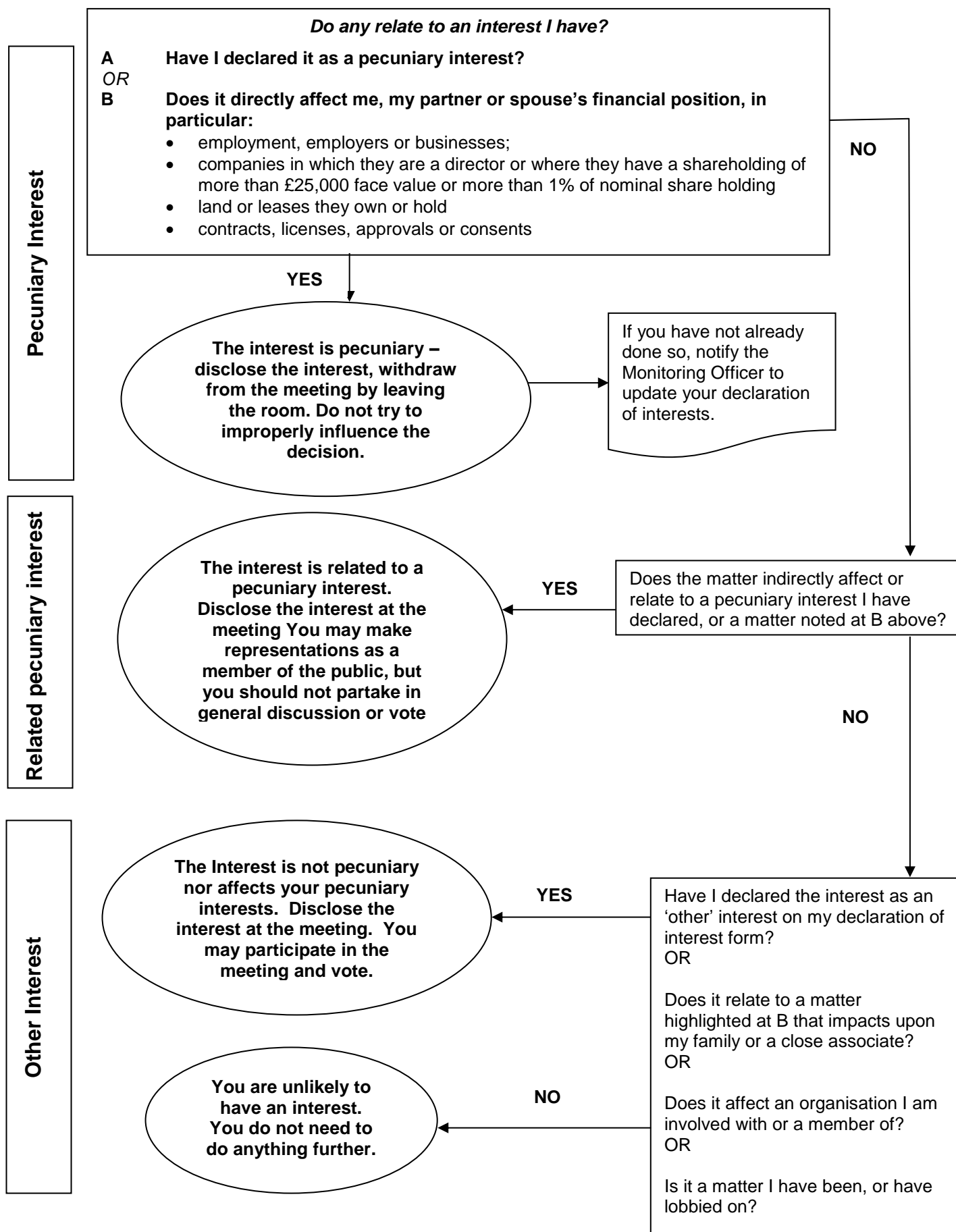
Is the interest not related to any of the above? If so, it is likely to be an 'other' interest. You will need to declare the interest but may participate in discussion and voting on the item.

Have you made any statements or undertaken any actions that would indicate that you have a closed mind on a matter under discussion? If so, you may be predetermined on the issue; you will need to inform the meeting, and when it is discussed, you will have the right to make representations to the meeting as a member of the public but must then withdraw from the meeting.

**FOR GUIDANCE REFER TO THE FLOWCHART OVERLEAF.
PLEASE REFER ANY QUERIES TO THE MONITORING OFFICER IN THE FIRST
INSTANCE**

DECLARING INTERESTS FLOWCHART – QUESTIONS TO ASK YOURSELF

What matters are being discussed at the meeting?





COUNCIL

Minutes of a meeting of South Norfolk District Council held at South Norfolk House, Long Stratton on Monday 16 September 2019 at 7.30pm

Members Present:	Councillors: Minshull (Chairman), Amis, Bendle, Bills, Burrill, Clifford-Jackson, Curson, Dearnley, Dewsbury, Duffin, Easter, Ellis, Elmer, Francis, Fuller, Glover, Halls, Hardy, Holden, Hudson, Hurn, Kemp, Kiddie, Knight, Laidlaw, Mason Billig, Neal, Nuri, Overton, Ridley, J Savage, R Savage, Spruce, Thomas, Thomson, Wilby and M Wilby
Apologies:	Councillors: Bernard, Blundell, Brown, Edney, Elliott, Hornby, Legg, Rowe and Worley
Officers in Attendance:	The Managing Director (T Holden), the Director of People and Communities (J Sutterby), the Director of Place (P Courtier), the Director of Resources (D Lorimer) the Assistant Director, Governance and Business Support (E Hodds) and the Assistant Director, Chief of Staff (H Ralph)

3511 MINUTES

The minutes of the meeting held on 15 July 2019 were confirmed as correct a record and signed by the Chairman.

3512 CHAIRMAN'S ANNOUNCEMENTS

Members noted the civic engagements attended by the Chairman and Vice-Chairman of the Council, for the period 15 July to 15 September 2019. The Chairman thanked the Vice-Chairman, Cllr F Ellis, for her support during his recent incapacity.

3513 RECOMMENDATIONS FROM THE CABINET

(a) Cabinet meeting 22 July 2019

(i) Performance, Risk, Revenue and Capital Budget Position for Q4 2018/19

Cllr A Thomas presented the Cabinet recommendations to members, regarding the revenue and capital budget position for Quarter 4 2018/19.

With 33 votes for, 0 against and 2 abstentions, it was

RESOLVED: To:

- a) Approve the budget virement which exceeds £100,000 in accordance with the rules of financial governance (section 1.12).
- b) Approve the movement in reserves as outlined in Section 1.12
- c) Approve the slippage requests of £267,957 on revenue and £677,885 on capital
- d) Approve the amended Capital programme and its financing for the next four financial years as set out in Appendices 7 and 8.

(ii) Treasury Management Annual Report 2018/19

Cllr A Thomas presented the Cabinet recommendations to Council, regarding the Council's Treasury Management activity.

It was unanimously

RESOLVED: To:

- a) Note the treasury activity for the second half of the year and that it complies with the agreed strategy.
- b) Note the 2018/19 prudential indicators for the latter six months of the year.

(b) Cabinet meeting 9 September 2019

**(i) Norfolk Strategic Planning Framework, June 2019.
Shared Spatial Objectives for a Growing County and Statement of
Common Ground**

Cllr J Fuller outlined the recommendations of the Cabinet, regarding the Norfolk Strategic Spatial Objectives for a Growing County and Statement of Common Ground.

Cllr J Fuller explained that although this was not a statutory planning document, it would assist the Council in fulfilling its obligations to demonstrate the Duty to Cooperate and would meet the National Planning Policy Framework requirement to have a Statement of Common Ground. He outlined the changes to the document, referring to new housing figures using the Government's Local Housing Need methodology, the new agreement covering Minerals and Waste, and the new work across the County boundaries. He emphasised the importance of the document and suggested it added weight to negotiations regarding the Long Stratton bypass and stressed the importance of the A140 as a core link between Norwich and Ipswich.

In response to a query from Cllr J Halls regarding the lack of detail concerning affordable housing, Cllr Fuller explained that whilst he understood Cllr Halls'

concerns, the purpose of the document was to provide an evidence base, not to ascertain any course of action.

It was then unanimously

RESOLVED: To agree to:

- (a) be a signatory to the updated Norfolk Strategic Planning Framework (JUNE 2019)
- (b) support the continued work of members and officers to ensure that the NSPF remains up to date.

3514 MONITORING OFFICER REPORT

Cllr J Fuller presented the report of the Monitoring Officer to members, which sought approval to make various amendments to the Council's constitution.

Cllr Fuller outlined the proposals regarding the changes to the Council's scheme of delegation, explaining that he felt sufficient safeguards were in place to merit the amendments.

With regard to the membership of the Community Action Fund (CAF) Panel, Cllr Fuller explained that it was proposed that its membership increased from 3 to 5, and that he had appointed Cllrs J Overton and M Wilby to join the Panel. He added that he was minded to bring forward the budget from next year's CAF, to guarantee sufficient funding for this year's applications, however, he would await the outcome of the CAF meeting on 20 September, before confirming this decision.

Cllr Y Bendle advised members that she had been invited to represent the Council on the Norfolk Against Scams Partnership, stressing the importance of the issues it addressed. Cllr M Dewsbury explained that this was a multi-agency approach to work on the prevention of scams.

Cllr Fuller then referred to an additional recommendation, explaining that he had appointed Cllr J Easter to replace Cllr P Hardy, to represent the Council on the Norwich Area Museums Committee.

The recommendations were seconded by Cllr K Mason Billig and it was then unanimously

RESOLVED: To:

1. Amend the Scheme of Delegation with regard to planning applications submitted by staff, councillors and those related to staff and councillors of both South Norfolk Council and Broadland District Council, and to clarify interpretation of the clause in relation to employment, as outlined at section 2.2 and 2.5 of this report.

2. Increase the membership of the Community Action Fund (CAF) Panel from three to five, noting that Cllrs J Overton and M Wilby are appointed the Panel
3. Appoint Cllr Yvonne Bendle to represent the Council on the Norfolk Against Scams Partnership.
4. Appoint Cllr J Easter as the Council's representative on the Norfolk Museums Committee.

3515 ANNUAL REPORT ON STANDARDS ACTIVITY

Members considered the report of the Monitoring Officer, which outlined how the Standards regime had operated during 2018/19 at South Norfolk Council, and how the Council fulfilled its duty to promote and maintain high standards of conduct by Councillors across the District.

Cllr K Mason Billig presented the report, referring members to the increase in the number of complaints by parish councils, explaining that this only equated to 3 parish councils, with 6 complaints relating to one of them. She added that there had been no breaches and no requirement for any standards hearings in the year 2018/19 and commended the work of officers, particularly that of the independent person.

It was unanimously

RESOLVED: To endorse the Annual Report on Standards Activity.

3516 QUESTIONS TO CHAIRMEN AND PORTFOLIO HOLDERS

(a) Cabinet

Cllr S Nuri asked Cllr Fuller if he had any knowledge of the future impact on the care sector following the loss of European Social Fund monies, as a result of Brexit.

Cllr Fuller felt this question was a little premature, as Brexit had not been achieved. He understood that monies were still available from the European Regional Development Fund and asked that officers updated members with regard to accessing EU funding, after the meeting.

Cllr Nuri explained that over a third of care staff in the UK were not British citizens and would need to apply for settled status. She asked what the Council was doing to advise such citizens.

Cllr Fuller explained that he was aware that an estimated 3 million EU citizens would need to apply for settled status, and that 1 million had applied to date. He

added that such citizens would have up to a year and a day after to apply. The Council would do all it could to assist, and this issue would feature in the Council's Link magazine in October.

In response to a query from Cllr S Ridley, Cllr Fuller explained that he looked forward to the Council taking a share of any Prosperity Fund, and he believed, along with the Local Government Association, that those Councils responsible for growing the economy should receive its share directly, as opposed to only being distributed through the Local Enterprise Partnerships.

Cllr J Halls asked Cllr Fuller, that given the loss of 3 Environmental Health Officers at South Norfolk, and the clear slippage in inspection rates (evidenced by the Local Authority Enforcement Monitoring Systems (LAEMS) return which recorded that the number of written warnings issued by SNC had dropped by 48%), what action was being taken to address this, as staff losses in such specialist areas would only make the situation worse. Members noted that the LAEMS return reported on food hygiene activity that the Council forwarded to the Food Standards agency. In response Cllr Fuller explained that 2 out of the 3 staff had now been replaced and he reminded Council that South Norfolk and Broadland staff were now working as one team and were beginning to work collaboratively and share workloads. Members noted that council staff were undergoing a period of restructuring, and that all employee vacancies needed to be carefully thought through.

Cllr T Laidlaw asked Cllr Fuller if he knew why the Joint Core Strategy Annual Monitoring Report for 2016/17 and 2017/18 were not available to view on the Council's website. Cllr Fuller explained that all reports were now held in a single place on the GNDP website, so as not to duplicate information across District Councils' websites. He hoped that the report for 2018/19 would be available in the weeks before Christmas or just after. He agreed that these were important statements that needed to be easily accessible to the public.

Cllr V Clifford Jackson referred to the recent report of the Public National Rural Crime Network, regarding domestic violence in rural areas. She applauded the work of the Help Hub but asked what else the Council could do to ensure that members were able to recognise domestic violence, referring to a suggestion she had already made for Safeguarding training. Cllr Fuller reminded members that they were able to make suggestions for training sessions and topics for scrutiny and policy committees. Members were informed that a member training session on Safeguarding had been scheduled to take place in October.

Cllr T Laidlaw congratulated Cllr Y Bendle on the quality of the Homelessness member training sessions, conducted by David Neville and Victoria Parsons. He explained the officers to have been extremely knowledgeable, and the sessions had been interesting as well as informative. Cllr Bendle thanked Cllr Laidlaw for his kind comments, referring to the dedication and kind attitude of officers. She explained that she would ask officers to consider the provision of further training on both homelessness and domestic violence.

(b) Scrutiny Committee

There were no questions regarding the work of the Scrutiny Committee.

(c) Licensing Committee

There were no questions to the Chairman of the Licensing Committee.

(d) Development Management Committee

Cllr Halls referred to a recent Development Management Committee meeting where a member of the public had been particularly abusive to members of the Committee. The Chairman of the Development Management Committee, Cllr V Thomson, explained that he took such incidents extremely seriously and always took advice from officers in such circumstances. He added that sometimes it was best to let people vent their frustrations, and although not a common occurrence, he felt such criticisms to be “part and parcel” of being a member of the Committee.

(e) Electoral Arrangements Review Committee

The Chairman of the Electoral Arrangements Review Committee, Cllr K Kiddie, updated members on a recent meeting of the Committee, where some amendments to the number and location of polling stations had been made.

3517 FEEDBACK ON OUTSIDE BODIES

There was no feedback on outside bodies.

(The meeting concluded at 8.29 pm)

Chairman

SPECIAL COUNCIL

Minutes of a meeting of South Norfolk District Council held at South Norfolk House, Long Stratton on Monday 11 November 2019 at 11.10 am

Members Present:	Councillors: Minshull (Chairman), Bills, Brown, Clifford-Jackson, Dearnley, Dewsbury, Duffin, Easter, Elliott, Ellis, Fuller, Halls, Hornby, Hudson, Kiddie, Laidlaw, Mason Billig, Neal, Overton, R Savage, Spruce, Thomas, Thomson, J Wilby, M Wilby and Worley
Apologies:	Councillors: Amis, Bendle, Bernard, Blundell, Burrill, Curson, Edney, Elmer, Francis, Glover, Hardy, Holden, Hurn, W Kemp, Knight, Legg, Nuri, Ridley, Rowe and J Savage
Officers in Attendance:	The Managing Director (T Holden), the Director of Place (J Sutterby), the Director of Resources (D Lorimer), the Assistant Director, Governance and Business Support (E Hodds) and the Chief of Staff (H Ralph)

3518 NORFOLK BUSINESS RATES POOL

Members noted that due to timing issues, the Director of Resources had, in consultation with the Leader of the Council, agreed in principle that the Council would participate in the 2020/21 Norfolk Business Rate Pool, subject to ratification by Council.

Cllr J Fuller explained the background to the report and members noted that the Council had been a member of the Norfolk Rates Pool since its inception. By 2018/19 the pool had included all seven districts in Norfolk, in addition to Norfolk County Council.

Cllr Fuller drew attention to the pending NHS Business Rates challenge, and the risks associated with a favourable outcome for the NHS. Members noted that a report was presented to the Norfolk Leaders Group, which advised that the pool for 2020/21 should exclude South Norfolk Council. However, although reluctant to overrule the advice of Section 151 officers, Leaders decided that South Norfolk should continue to be invited to pool, and that the likelihood of the NHS winning the challenge, and the Government not stepping in to mitigate the impact, was low.

The portfolio holder, Cllr A Thomas, thanked officers for a comprehensive report, and expressed her support for the recommendations.

It was then unanimously

RESOLVED: To ratify the decision for South Norfolk Council to participate in the Norfolk Business Rates Pool for 2020/21.

3519 ADOPTION OF THE INTERNATIONAL HOLOCAUST REMEMBRANCE ALLIANCE WORKING DEFINITION OF ANTISEMITISM

Cllr Fuller referred members to the request from the Secretary of State for Housing, Communities and Local Government to formally adopt the working definition of antisemitism.

Cllr Fuller proposed that the Council endorsed the adoption of the International Holocaust Remembrance Alliance Working Definition of Antisemitism, and stressed the need to treat all races, creeds and colours equally.

Seconding Cllr Fuller's proposal, Cllr V Clifford Jackson expressed her support for the definition's formal adoption.

It was unanimously

RESOLVED: To adopt the International Holocaust Remembrance Alliance (HRA) working definition of antisemitism.

(The meeting concluded at 11.17 am)

Chairman

CIVIC ENGAGEMENTS FOR THE CHAIRMAN and VICE CHAIRMAN FOR THE PERIOD: 16 September – 15 December 2019	
Date	Event
18 September	President's Reception: A reception hosted by Major General Sir William Cubitt.
27 September	Civic Reception: The annual civic reception hosted by the Chairman of North Norfolk District Council.
7 October	British Empire Medal Presentation: Hosted by Colonel Pananon at RAF Mildenhall.
7 October	Evensong: Hosted by the Dean and Chapter of Norwich Cathedral to welcome the new Lord-Lieutenant of Norfolk, The Lady Dannatt MBE.
13 October	The Justice Service: The Annual Justice Service held at Norwich Cathedral, hosted by the High Sheriff of Norfolk, Lady Agnew.
17 October	Launch: The official launch of the Matthew Project, Norfolk's first recovery community centre.
2 November	Lemon Day: The opening of Lemon Day, when the community is encouraged to wear yellow.
9 November	Service: A service of welcome with the enthronement of The Right Revd Graham Barham Usher.
10 November	Remembrance Sunday Services: The annual remembrance Sunday Service, hosted by the Lord Mayor and Sheriff of Norwich.
15 November	Royal Visit: To welcome the Duchess of Cambridge to the opening of the new EACH hospice, The Nook.
15 November	Mayor's Reception: A civic reception hosted by the Mayor Attleborough.
24 November	10k Race: To set the runners off for the EAMA 10K race in Wymondham and present medals.
2 December	Service: Service of Reflection and Remembrance, held at Norwich Cathedral.
4 December	Christmas Lunch for Past Chairmen and Aldermen: The Chairman's annual lunch to appreciate past Chairmen and existing Aldermen.
5 December	Star of Norfolk Awards: To attend the Awards, as the Council sponsored the Creativity and Arts Person of the Year Award.
6 December	Yuletide Friendly Invasion: Reception held at RAF Mildenhall.

UPDATE ON PROGRESS WITH TWO COUNCILS ONE TEAM

Report Author(s): Emma Hodds
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Chief of Staff
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Portfolio: Leader of the Council

Ward(s) Affected: All

Purpose of the Report:

This report provides an update on the progress of the ambitions set out in the feasibility report which was agreed by Council in July 2018. The report includes a general update on the wider collaboration programme of work, the review of the structures, the final terms and conditions for all staff, associated policies and the updated Section 113 Agreement.

Recommendations:

1. To note the final structures for the two councils, one team contained within Appendix A.
2. To ratify the terms and conditions for all staff employed with effect from 1st January 2020 contained within Appendix B.
3. To delegate to the Assistant Director Governance and Business Support, in consultation with the Staff Consultation Forum, finalisation of all those policies that are impacted on by the new terms and conditions outlined in Section 3.8 of this report.
4. To note the updated Section 113 Agreement contained within Appendix C of this report.

1. SUMMARY

- 1.1 This report provides an update on the progress of the ambitions set out in the feasibility report, which was agreed by Council in July 2018. The report includes a general update on the wider collaboration programme of work, review of the structures, the final terms and conditions for all staff, associated policies and the updated Section 113 Agreement.

2 COLLABORATION PROGRAMME UPDATE

- 2.1 On 12 July 2018, both Councils agreed the Collaborative Working Feasibility Report, which outlined proposals to form one Joint Officer Team across the two autonomous Councils. Key items to deliver the objectives outlined within the report were set out in the route map for delivery.
- 2.2 A collaboration programme team has been formed to deliver the aspirations set out in the feasibility programme. The programme board meet weekly to review progress and ensure each project is appropriately scoped, that risks and issues are tracked and managed, that budget is available and to monitor how we are progressing in relation to timescale.

Regular programme updates are reporting into the Joint Lead Member Group (JLMG), with further reports through to Cabinet / Council when formal decision is required.

Work is progressing in all themes and the following key items have been achieved to date:

2.3 One Team

- **January 2019** – Managing Director in post and the Section 113 Agreement was finalised to enable all staff to work legally across both Councils.
- **January to March 2019** – Consultation on the draft senior structure and terms and conditions.
- **March to April 2019** – The new joint senior management appointments and ratification were completed.
- **June to July 2019** – Selection process undertaken for remaining vacant senior management posts.
- **April to October 2019** – Remaining senior management team in post.
- **June to August 2019** - Phase 1 restructures took place across Marketing & Comms, Executive Assistants and Human Resources.
- **September to October 2019** Staff Consultation Forum and Staff Negotiating Forum was formed.

For full details relating to the progress of the One Team project please see section 3 of this report.

2.4 Governance

- 2.4.1 The Joint Lead Members Group was originally formed in 2017 to oversee the development of the feasibility study. Following the initial agreement in July 2018

it's remit was later amended to oversee progress of the collaborative partnership and provide a steer, acting as the consultative group to the programme.

- 2.4.2 An informal joint cabinet was held 27 November 2019 to engage with Cabinet Members on the progress of the Collaboration and future priorities, with a further joint all member briefing held on 4 December 2019.
- 2.4.3 Work will now begin to look at opportunities around member portfolios and Policy / Panel. The delegations at each council will be reviewed over the forthcoming months, as these are currently very different.
- 2.4.4 The formation of a Staff Consultation Forum and a Staff Negotiating Forum is now complete. The Negotiating Forum was used as the main negotiation body for the terms and conditions work, both forums were active during the consultation period and functioned well.
- 2.4.5 The updated Section 113 Agreement is attached to this report for Council to note and can be found in **Appendix C** of this report.
- 2.4.6 The Contract Standing Orders have been reviewed and aligned with best practice, these are covered in detail on another agenda item for this meeting. Following this the Rules of Financial Governance will be reviewed alongside best practice.
- 2.4.7 A joint approach to elections has been worked through at pace due to the announcement of the general election in December, as a result a single count venue has been established and processes aligned.

2.5 Finance

- 2.5.1 Work has commenced on the development of the Medium Term Financial Plan for both councils, these new plans will now include assumptions for the next five years associated to the one team programme as well as ensure both Councils build their autonomous plans on the same base assumptions, these will be taken through their respective Cabinet and Council as part of the 2020/21 budget setting cycle.
- 2.5.2 The team have also assessed and reviewed the cost apportionment model and have ensured that a costs and savings tracker has been developed that outlines progress against the proposed savings and this continues to be regularly monitored.
- 2.5.3 A review is underway to identify contract opportunities as a result of collaborative working, this will form a forward plan for potential future contract alignments to ensure we seek out opportunities for further cost efficiencies .

2.6 IT / Digital

- 2.6.1 Work is progressing to ensure site to site connectivity through the installation of a secure link between the two sites. The next step is to enable an Active Directory Trust which enables corporate system alignment, such as email and calendars. A full infrastructure review is currently underway to determine the appropriate hardware solutions that are needed to support 'one network' and the investment costs required to achieve this.
- 2.6.2 The decision relating to the joint domain name is covered in detail on another agenda item for this meeting. Running alongside this is work with a preferred supplier to determine capital and revenue costs for the joint website. Draft designs

for the intranet are being finalised and the platform is now being developed and tested.

- 2.6.3 The team are now further developing the current offering of telephony to enable the 'one officer team' to work flexibly, alongside a review of the capability of the remote working technology that both sites currently have.
- 2.6.4 Broadland District Council approved the implementation of a HR and Payroll IT system in July 2019. Work is currently underway to implement the HR element by January 2020, with the payroll element going live in April 2020.

2.7 Business Improvement

- 2.7.1 The team are scoping out the key phases of work needed to implement a new approach to transformation, taking the best from the two current models and reviewing best practice approaches.
- 2.7.2 The development of four year Strategic Plans will result in a high-level document for each council, which will set out each council's vision, ambitions and priorities. A two-year delivery plan (with an interim one-year delivery plan) will outline the different activities and projects the councils will be undertaking to meet the priority areas outlined in the Strategic Plan. The Delivery Plans will include performance measures to enable the success of activities to be monitored.

3 FINAL STRUCTURES AND TERMS AND CONDITIONS

- 3.1 Phase 1 of the one team structures took place during June to August for Executive Assistants, Marketing and Communications, Human Resources and Organisational Development to ensure that these joint teams were in place by 1 September 2019 to enable them to better support the rest of the organisation in moving through their own structural reviews.
- 3.2 During June and July 2019 Assistant Directors and Directors met with their teams to determine:
 - Core purpose of the service
 - Outcomes of the service
 - Key skills and behaviours needed moving forward
- 3.3 The current structures were reviewed and new one team structure outlines were developed and discussed with the respective teams in order to gain initial feedback. A challenge session was held at the end of July to enable the Corporate Management Leadership Team (CMLT) alongside Unison to review and critique the team structures that were being proposed. During August structures were fully costed and role profiles for all jobs were developed, with job evaluation panels (including Union representatives) being undertaken to verify grades.
- 3.4 During May to September the core project team worked on the development of a new single pay spine, values and behaviours, staff benefits package and new terms & conditions using best practice and comparisons with other Local Authorities to inform and enable a set of terms and conditions that would support the Councils to be fit for the future and support the Councils on our journey to become an employer of choice. As these were being developed, meetings were held with the Trade Union and staff representatives to gauge an early viewpoint on

the proposals. Regular staff briefings and communications also took place to keep staff regularly informed on developments. Draft proposals were also shared with the Joint Lead Members Group for discussion and agreement.

- 3.5 On the 2 September 2019 the formal consultation commenced to consult staff on the proposals relating to; one team structures, values and behaviours, staff benefits package, pay spines and the new draft terms and conditions.
- 3.6 Over 320 formal feedback forms were received, with over 2,000 individual lines of feedback relating to the Part 1 Terms and Conditions proposals. Alongside this a great number of 1:1s were held and a significant number of responses and comments were received relating to the Part 2 team proposals.

This feedback and the feedback represented by UNISON was reviewed and considered. Via a series of formal negotiation meetings with the recognised negotiating forum the employer representatives and Unison were able to develop and collectively reach agreement on the final employment package, covering; Terms & Conditions, Salary Bands and Pay Spines, Job Families and Values and Behaviours.

A copy of the final structure charts can be found at **Appendix A** and the final employment package can be found in **Appendix B**.

- 3.7 During early November an all staff survey was carried out alongside a formal Unison consultative ballot to determine views on the final employment package. In both the staff survey and ballot, staff were asked whether they were in support of or against the final terms and conditions. Results of the surveys were as follows:

Summary of Unison Ballot

Outcome: Unison member majority accepted the Terms and conditions

Turnout: 34%

Acceptance 73%

Rejected: 27%

Summary of Staff Survey

Outcome: Staff member majority accepts the Terms and conditions

Acceptance: 75%

Rejected: 25%

We are now awaiting Unison to undertake a legal review of the final proposed terms and conditions, the outcome of which we hope to be able to verbally update within Council.

3.8 Key Policies

- 3.8.1 It is intended to harmonise all HR related Policies, Procedures and Guidelines (key policies to be reviewed are identified below). The aim is to have the contractual policies below harmonised in January 2020. An exception could be

the parental related guidelines, as these will be informed through Government consultation. Where statutory changes are made relating to any policies and/or terms and conditions, these will be recognised and used to update appropriate procedures.

- Disciplinary
- Grievance
- Capability
- Maternity, Adoption, Paternity, Parental leave
- Absence management
- Bullying and Harassment
- Equal Opportunities
- Probation
- Redundancy
- Redeployment
- Retirement (Including pension discretion)
- Recruitment development
- Annual Leave/Flex
- Travel Guidelines
- Relocation Guidelines

- 3.8.2 The harmonisations and update of the policies are being agreed through the formal forums that have been set up to ensure that employer representatives and Unison conclude these policies as aligned to the terms and conditions.

4 SECTION 113 AGREEMENT

- 4.1 The Section 113 Agreement was drafted initially at the end of 2018, this has now been reviewed and expanded to ensure it covers all our requirements. A synopsis of the changes is outlined below:
- 4.2 Recitals - These were amended to ensure that the Agreement fully evidences that the Councils have both agreed to exercise their powers under s113. This included the removal of the s101 LGA72 reference for completeness. As there will be a joint officer team but not a delegation of statutory authorities from one Council to the other, at this time, the s101 LGA72 is not required. The Council agreed to work as a joint team but not to statutory delegation from one local authority to the other, which could amount to the formation of one Council. Therefore, the erroneous reference to this power was removed.
- 4.3 Greater details have been provided on the inclusion of the new joint senior management team (including identification of a joint s151 officer and monitoring officer across both Councils) in place and the embedding of a Joint Working Agreement. This is now also embedded throughout the Agreement.
- 4.4 Clause 3 – Joint Working Protocols - These have been referred to and will be in the appendixes, thus providing a structure to joint working which are advisable and should protect both parties should any disputes arise.
- 4.5 Clause 4 – A joint HR team - The Inclusion of these clauses provide clarity as to how the human resources team will work jointly. This includes requiring a standardisation of training provisions across both Councils. This is essential where Officers will be working with both Councils data, particularly should there be a complaint or legal case against one party. It also sets out provisions for payment responsibilities of training courses.

- 4.6 Clause 5 – Disciplinary and Grievance Procedures - This requires a coordinated approach to disciplinary and grievance procedures with the insertion of clauses 5.1-5.3
- 4.7 Clause 5.1 has been amended to ensure that Council X can be involved in the investigation of an employee of Council Y. This may be necessary, for example, where a data breach occurred when the employee was working with Council Y's data (although they are employed by Council X), particularly if the breach required reporting to the regulator.
- 4.8 Clause 6 – Governance and Standards of Good Governance - This has been amended and additional information inserted to ensure there is sufficient detail regarding governance and standards of good governance. This will again protect both parties.
- 4.9 Reporting Obligations - Clause 19.2 recommends annual reporting, whilst not an obligation this provides a structure and process for systematic review, which would certainly assist if any concerns or issues arose, allowing for problems to be addressed at an early stage. It would also help should any arbitration be required. Explain updates and attach as appendix for information.

5 PROPOSED ACTION

- 5.1 The report proposes that the Council note the final structures, ratify the terms and conditions, agree to the update of the associated policies and note the updated Section 113 Agreement. All actions will enable the continued delivery of the ambitions and aspirations of the feasibility programme.

6 ISSUES AND RISKS

- 6.1 **Resource Implications** – through the development of the cost and savings tracker the resource implications of the feasibility study are continually monitored. This is regularly reviewed by the Joint Lead Members Group.
- 6.1 **Legal Implications** – the Council's statutory obligations are set out in the body of the report and the Section 113 Agreement has been further updated and is attached to this report.
- 6.2 **Equality Implications** –an equalities assessment has been undertaken in relation to the new council structures and terms and conditions, this can be found in **Appendix D**
- 6.3 **Environmental Impact** – not applicable to this report.
- 6.4 **Crime and Disorder** – not applicable to this report.
- 6.5 **Risks** – The programme team regularly review the risks and issues associated with this work and are reported through to the Joint Lead Members Group. The

main risk is to ensure that the collaboration continues to deliver the anticipated saving, which is currently managed through the cost and savings tracker.

7 CONCLUSION

- 7.1 This reports brings to a close the work of alignment of the terms and conditions for all staff, and also delivers joint one team structures. The adoption of these proposals will ensure that the councils can now move forward and look to the transformation work that is required to review policy, practice and procedure and further improve the delivery of the services that the councils provide. Adoption will also move the councils further along the journey of becoming the employer of choice.

8 RECOMMENDATIONS

- 8.1 To note the final structures for the two councils, one team contained within Appendix A
- 8.2 To ratify the terms and conditions for all staff employed with effect from 1st January 2020 contained within Appendix B
- 8.3 To delegate to the Assistant Director Governance and Business Support, in consultation with the Staff Consultation Forum, finalisation of all those policies that are impacted on by the new terms and conditions outlined in Section 3.8 of this report.
- 8.4 To note the updated Section 113 Agreement contained within Appendix C of this report

Appendices

Appendix A – Structure Charts

Appendix B – Terms and Conditions

Appendix C – Section 113 Agreement

Appendix D – Equalities Impact Assessment

Background Papers

Council Report - Collaborative Working – The Feasibility report - July 2018

Council Report - Senior Management Structure - January 2019

Council Report - Senior Management recruitment and appointment s – February 2019

Council Report - Senior Management Post - Ratification of Directors and Statutory roles – April 2019

Appendix A – Structure Charts

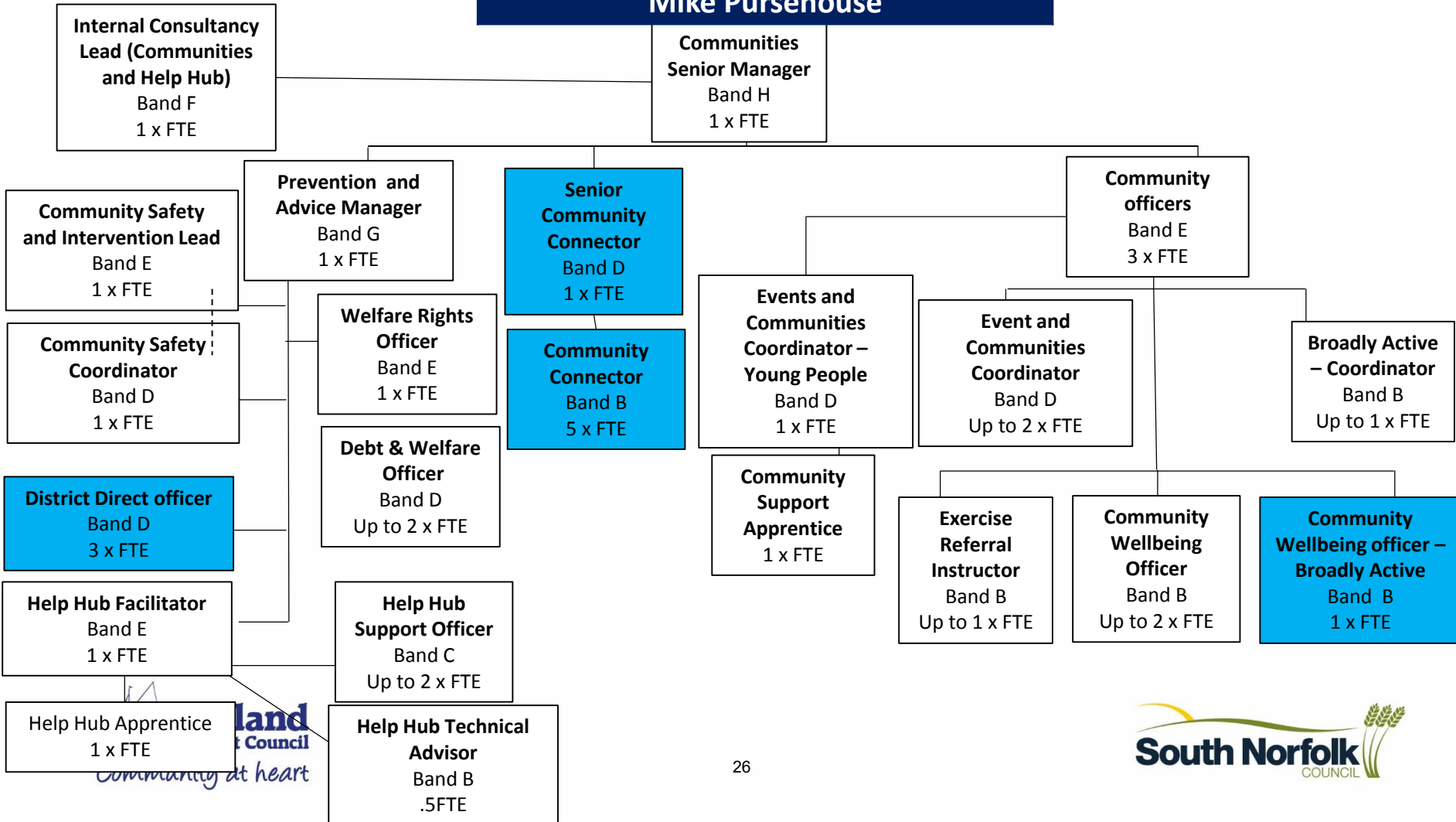
People and Communities

Two Councils - One Team

Communities and Help Hub

Externally Funded

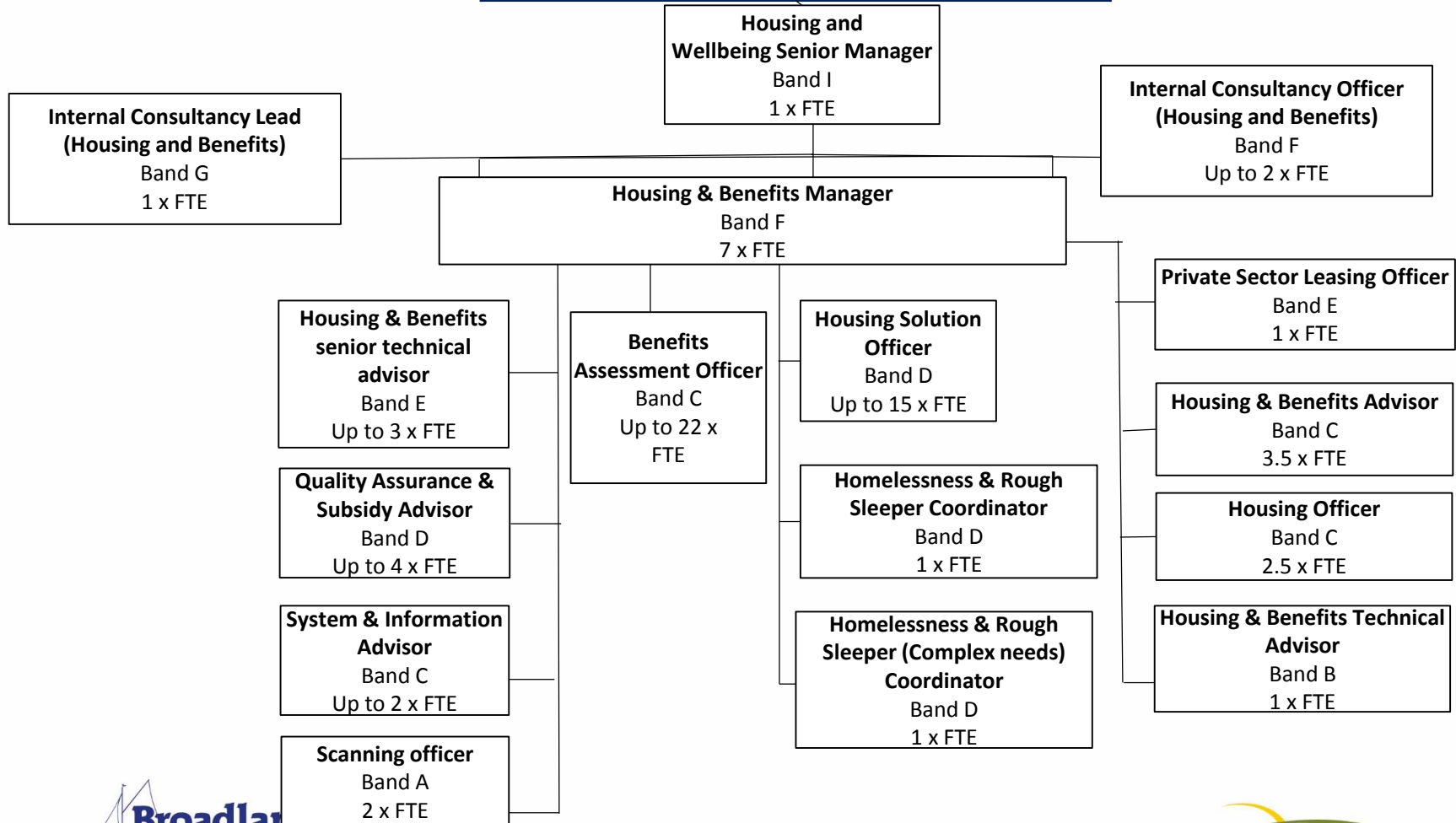
Assistant Director Individuals & Families
Mike Pursehouse



Two Councils - One Team

Housing and Benefits

Assistant Director Individuals and Families
Mike Pursehouse



Externally Funded

Housing Standards

Assistant Director Individuals and Families
Mike Pursehouse

**Internal Consultancy Lead
(Housing Standards)**
Band G
Up to 1 x FTE

**Housing Standards Senior
Manager**
Band H
1 x FTE

**Environmental
Management Officer**
Band F
Up to 1 x FTE

**Housing and
Health Manager**
Band G
1 x FTE

**Community
Enforcement
Officer**
Band F
2 x FTE

**Warm Homes Fund Programme
Manager**
Band G
1 x FTE

Warm Homes Fund Project Coordinator
Band E
1 x FTE

Warm Homes Fund Administrator
Band B
1 x FTE

**Senior Warm Homes Fund Project
Officer**
Band E
1 x FTE

Warm Homes Fund Support Officer
Band D
2 x FTE

**Housing
Technical
Advisor**
Band B
Up to 3 x FTE

**Sustainability
Officer**
Band D
1 x FTE

**Energy
Efficiency
Apprentice**
1 x FTE

Handyperson
Band D
1 x FTE

**Housing
Technical
Officer**
Band E
4 x FTE

**Care & Repair
Officer**
Band D
5 x FTE

Leisure

Assistant Director Community Service

Leisure Operations Senior Manager
Band I
1 x FTE

**Diss LC / LSLC
Centre Manager**
Band G
1 x FTE

**WLC & Ketts Park
Centre Manager**
Band G
1 x FTE

**Leisure & Recreation
Apprentice**
1 FTE

Duty Managers
Band C
8 x FTE

Team Leaders
Band B
Up to 18 x FTE

**Badminton
Coach**
Band B
Up to 1 x FTE

**Leisure
Assistants**
Band A
26 x FTE

**Customer
Service
Assistants**
Band A
Up to 16 x FTE

**Fitness
Advisors**
Band A
6 x FTE

Swim Teachers
Band D
Up to 5 x FTE

**Recreation
Assistant**
Band A
1.62 FTE

**Skating
Assistant**
Band A
1 x FTE

**Maintenance
Engineer**
Band B
1 FTE

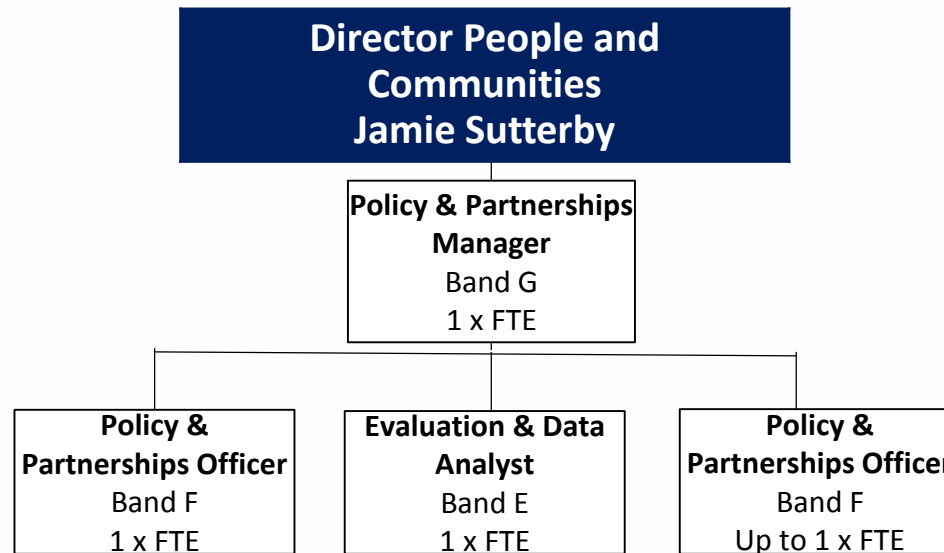
**Training &
Development
Coordinator**
Band D
Up to 1 x FTE

**Leisure Business
Development
Manager**
Band G
1 x FTE

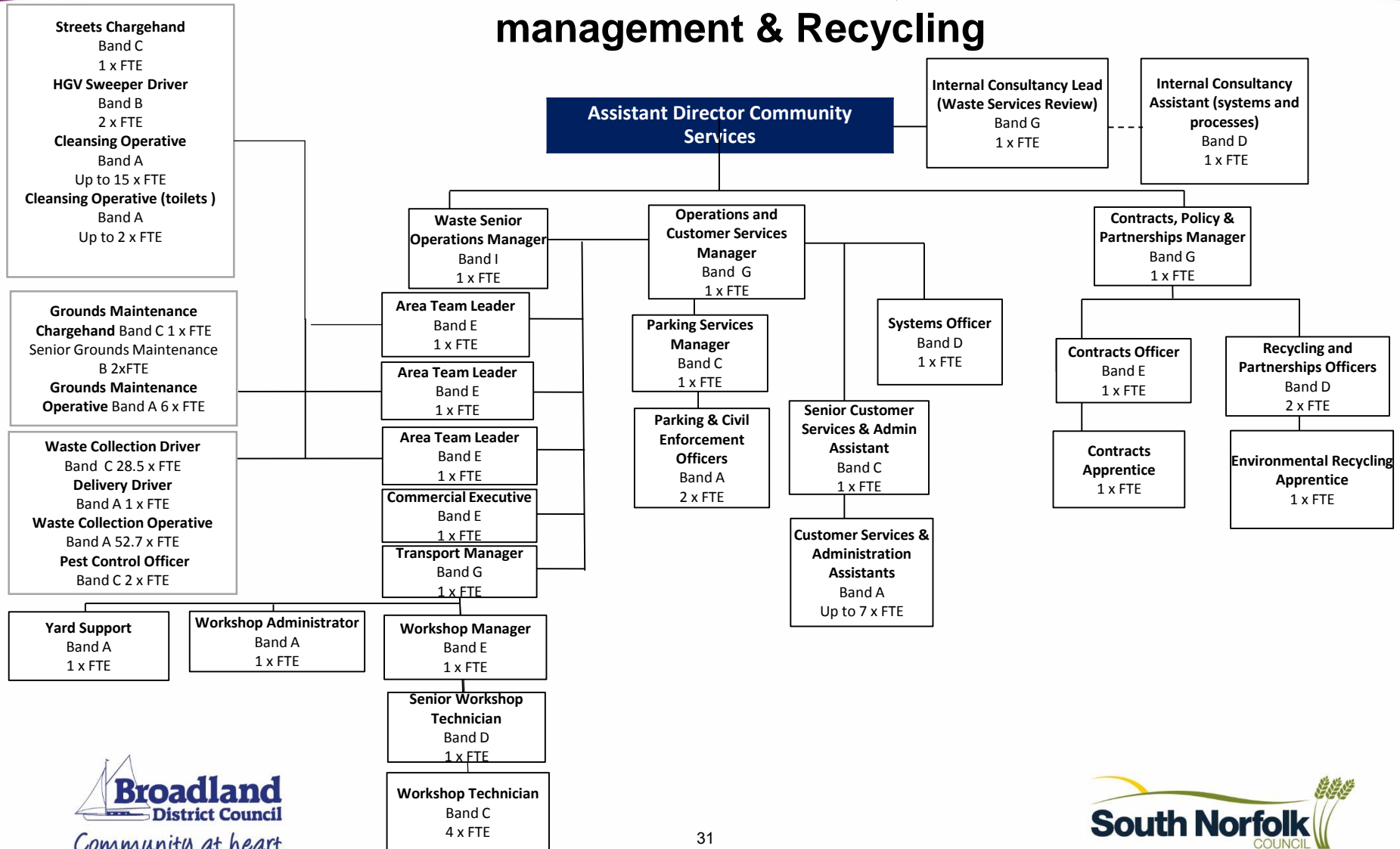
**Quality Management
Systems Administrator**
Band C
Up to 1 x FTE

**Leisure Business
Administrator**
Band C
1 x FTE

Policy & Partnerships



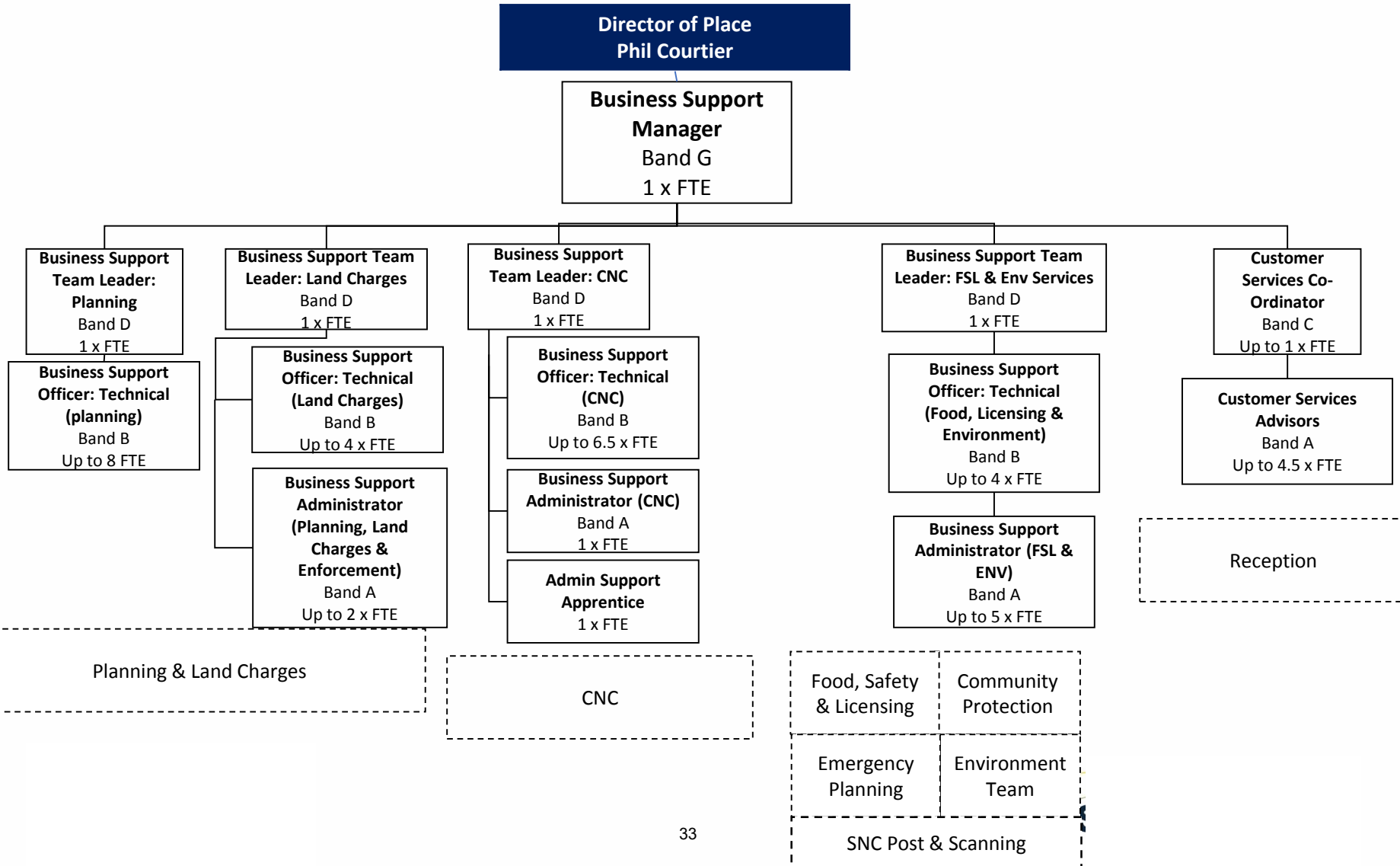
Waste Customer Services, Contract management & Recycling



Place

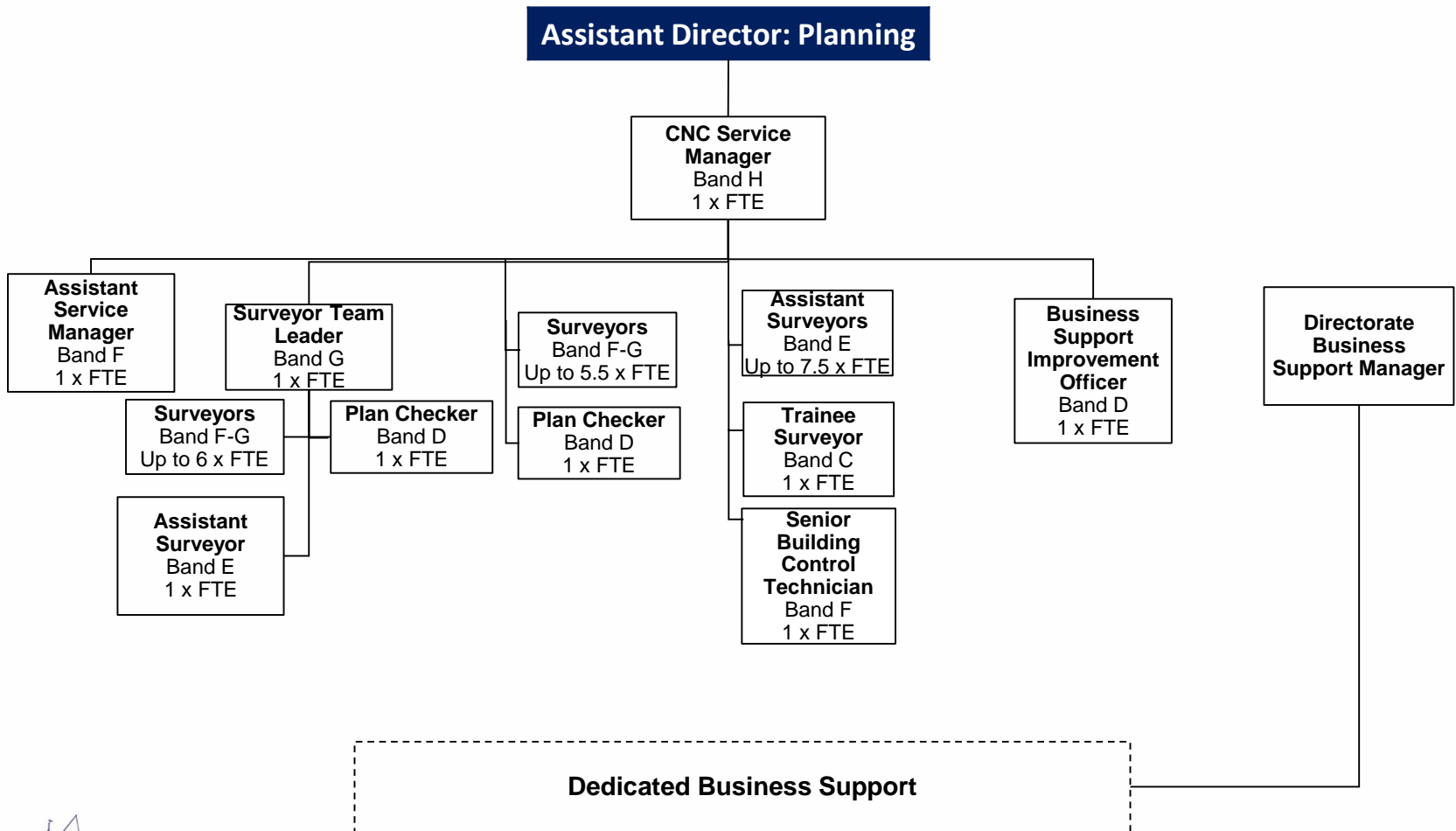
Two Councils - One Team

Business Support/Business Admin



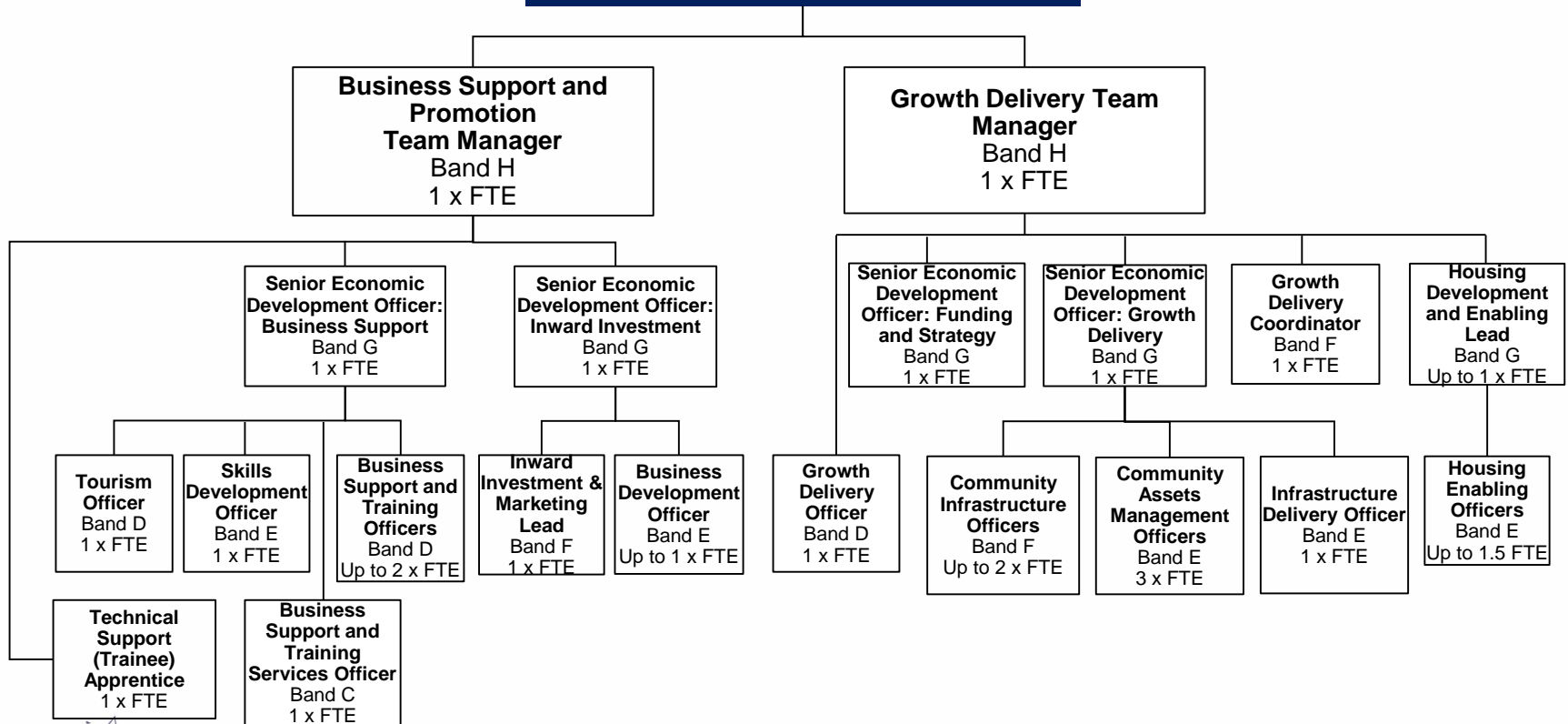
Two Councils - One Team

CNC

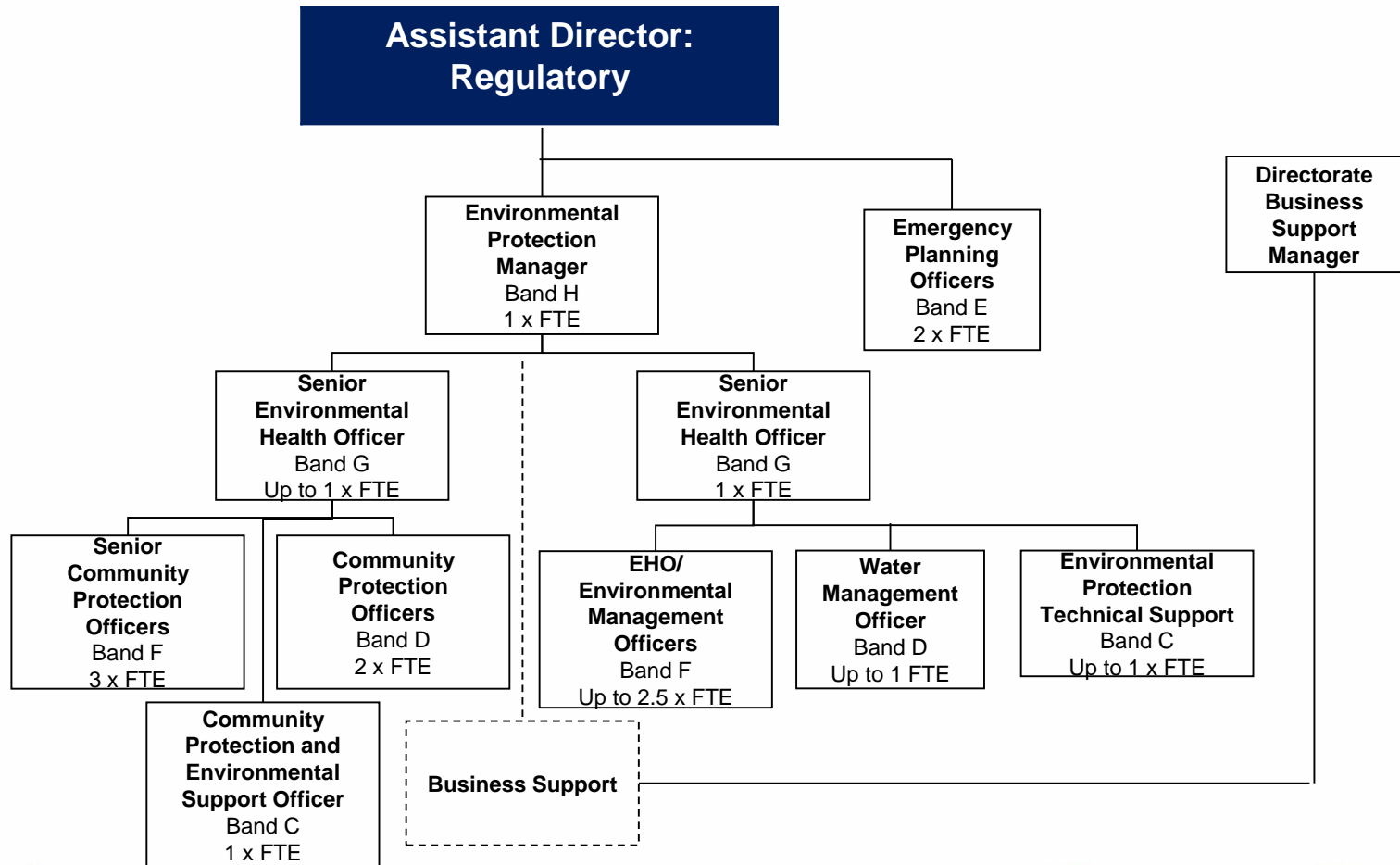


Economic Growth

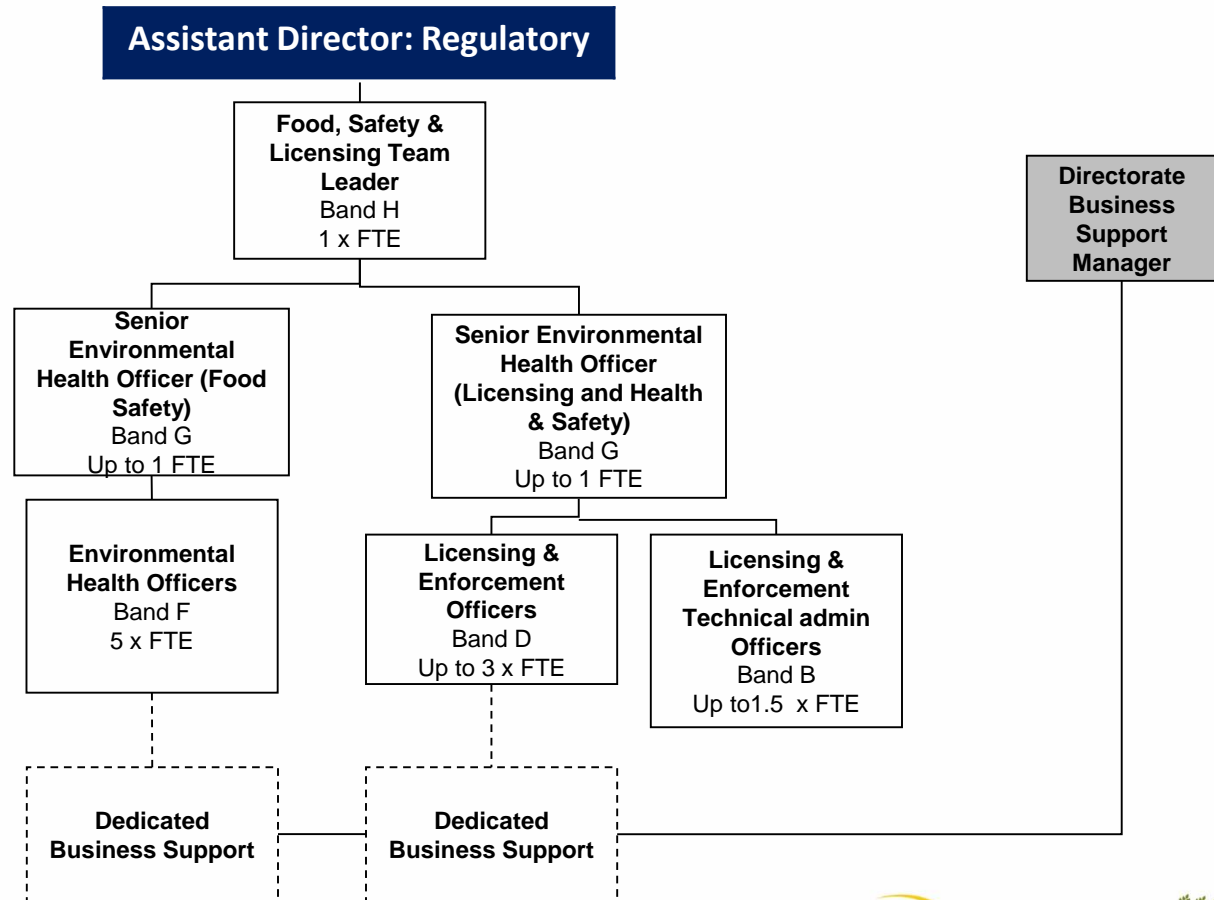
Assistant Director: Economic Growth
Hamish Melville



Environmental Protection

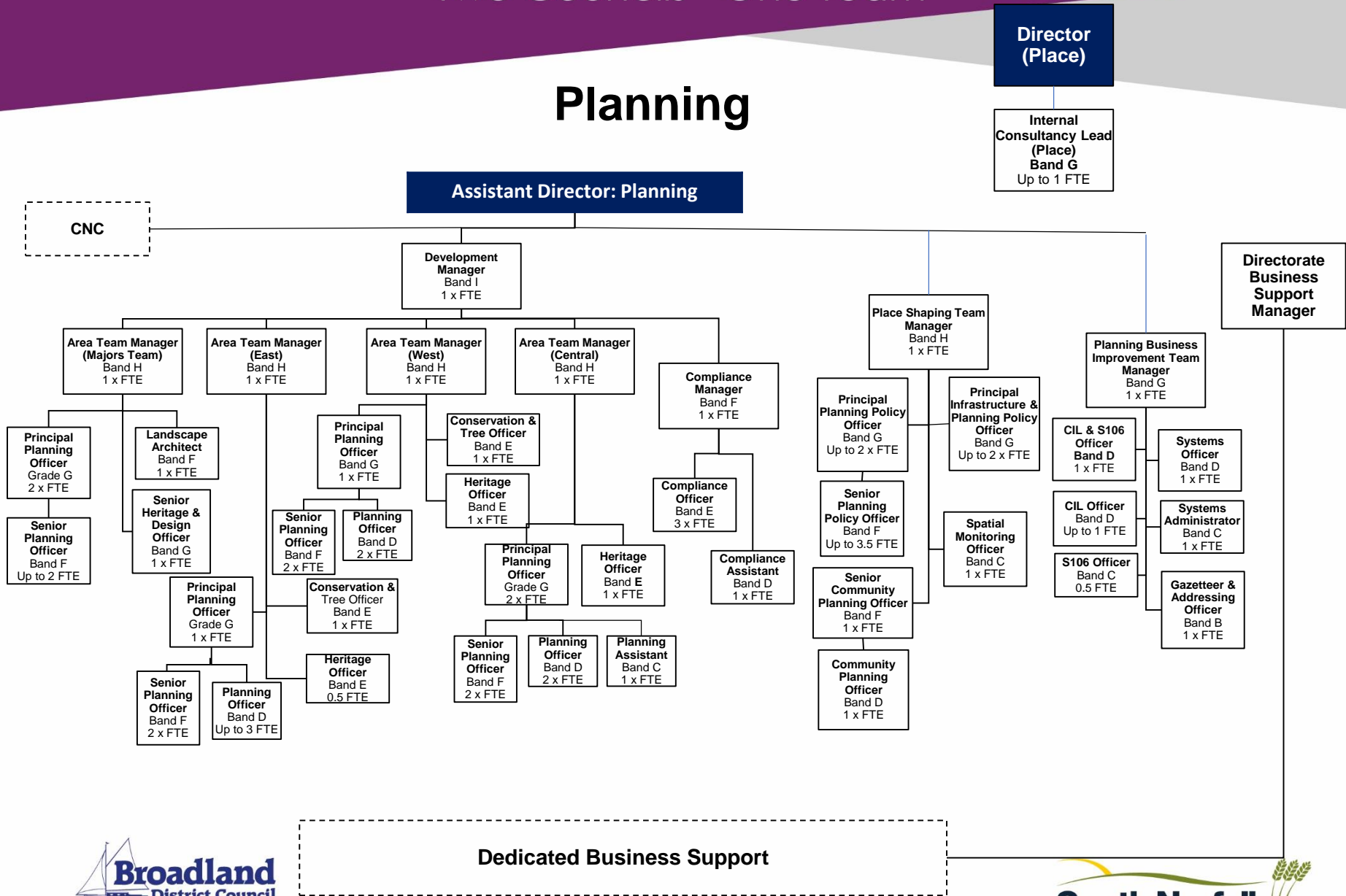


Food, Safety & Licensing



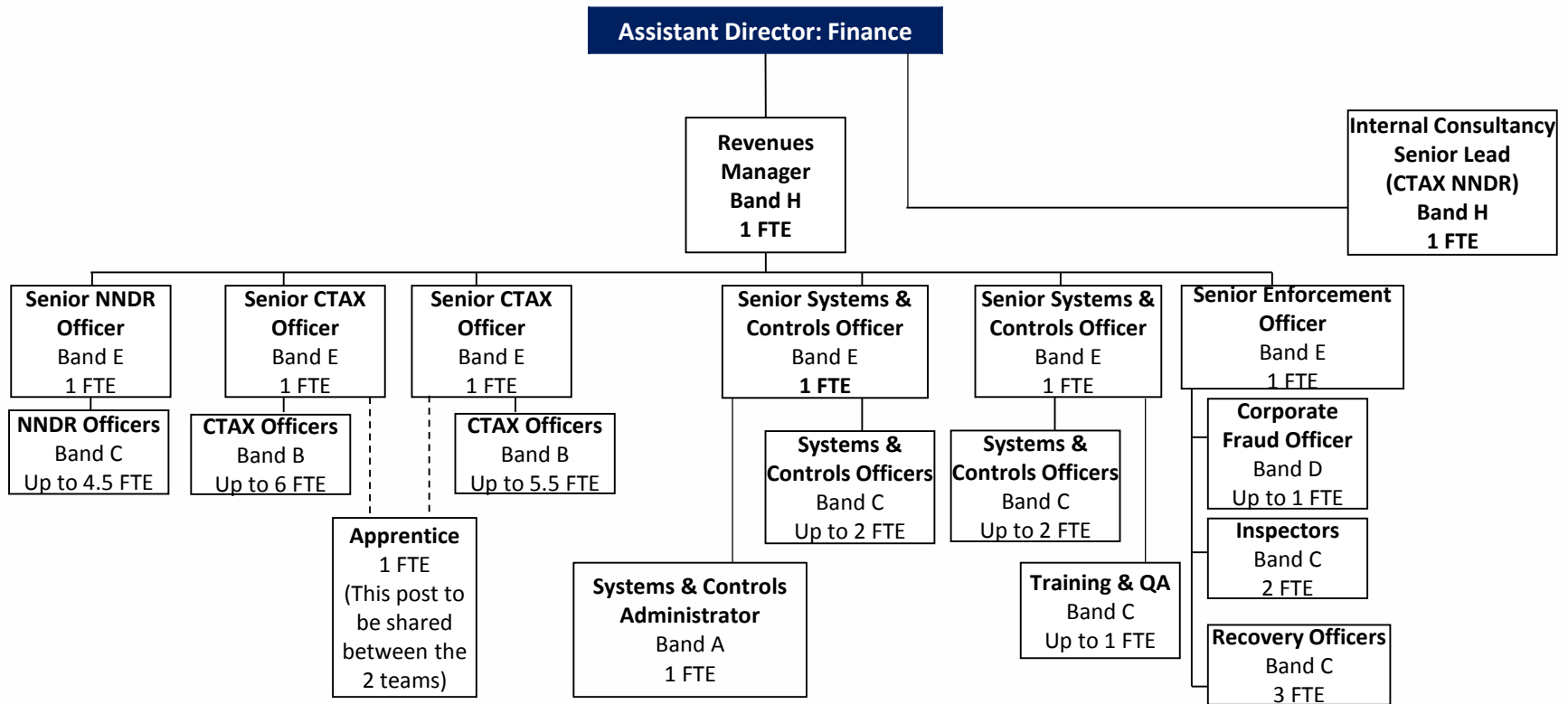
Two Councils - One Team

Planning

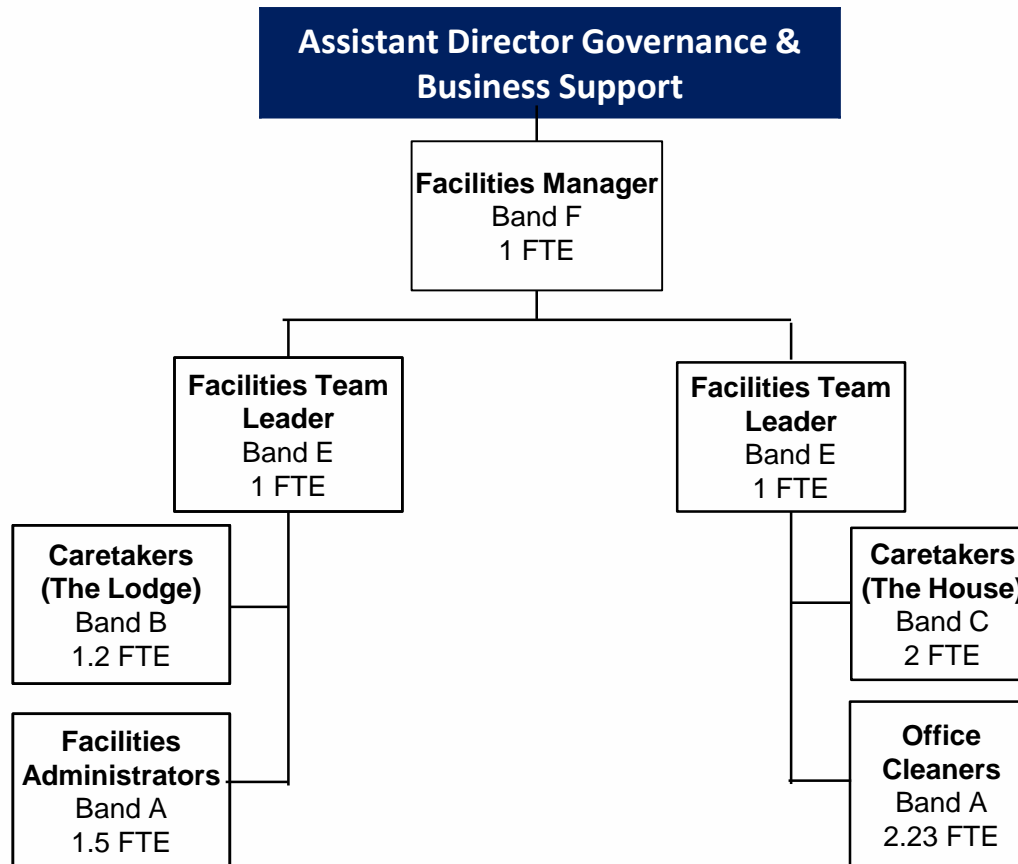


Resources

Council Tax and NNDR

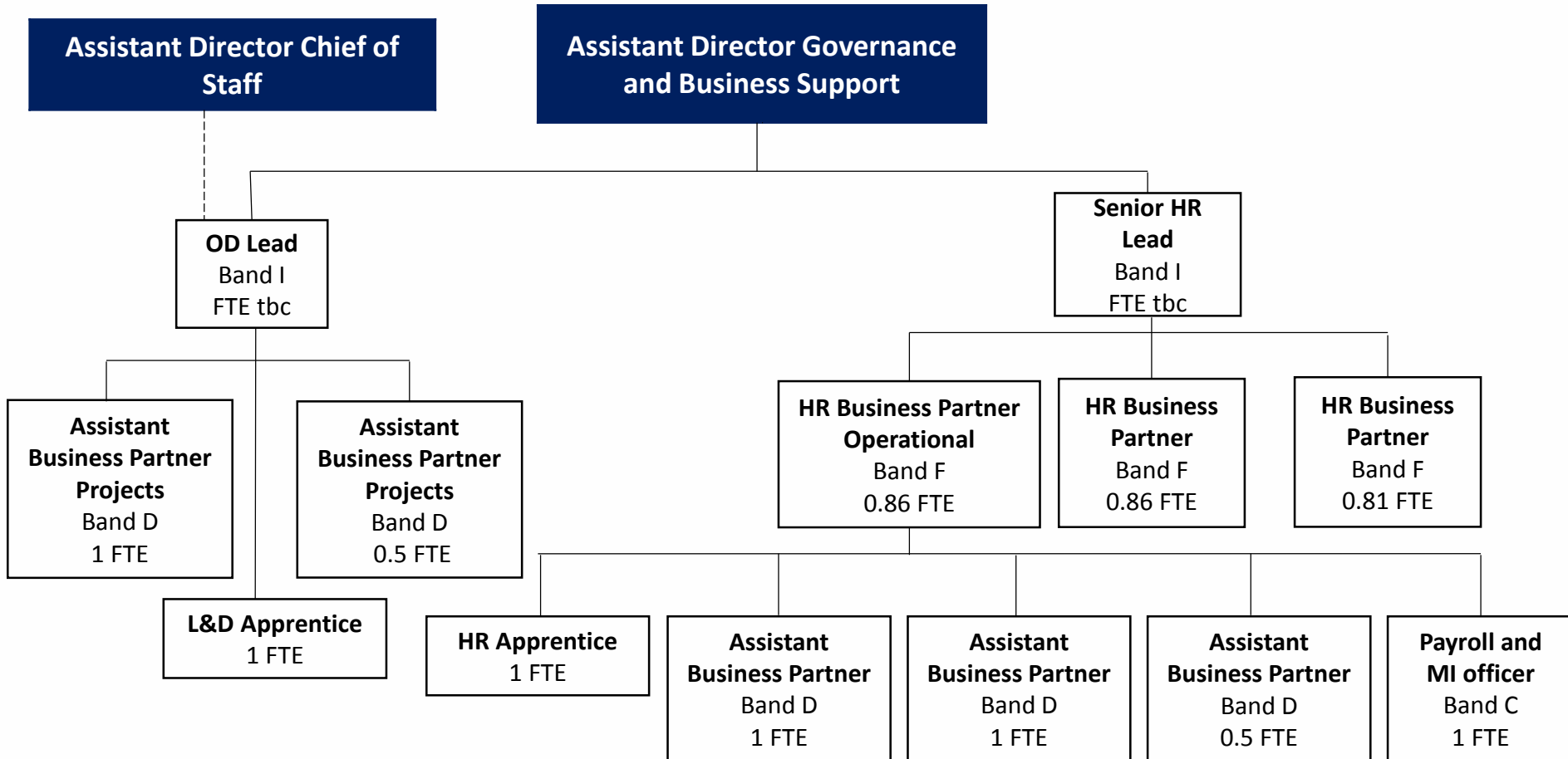


Facilities



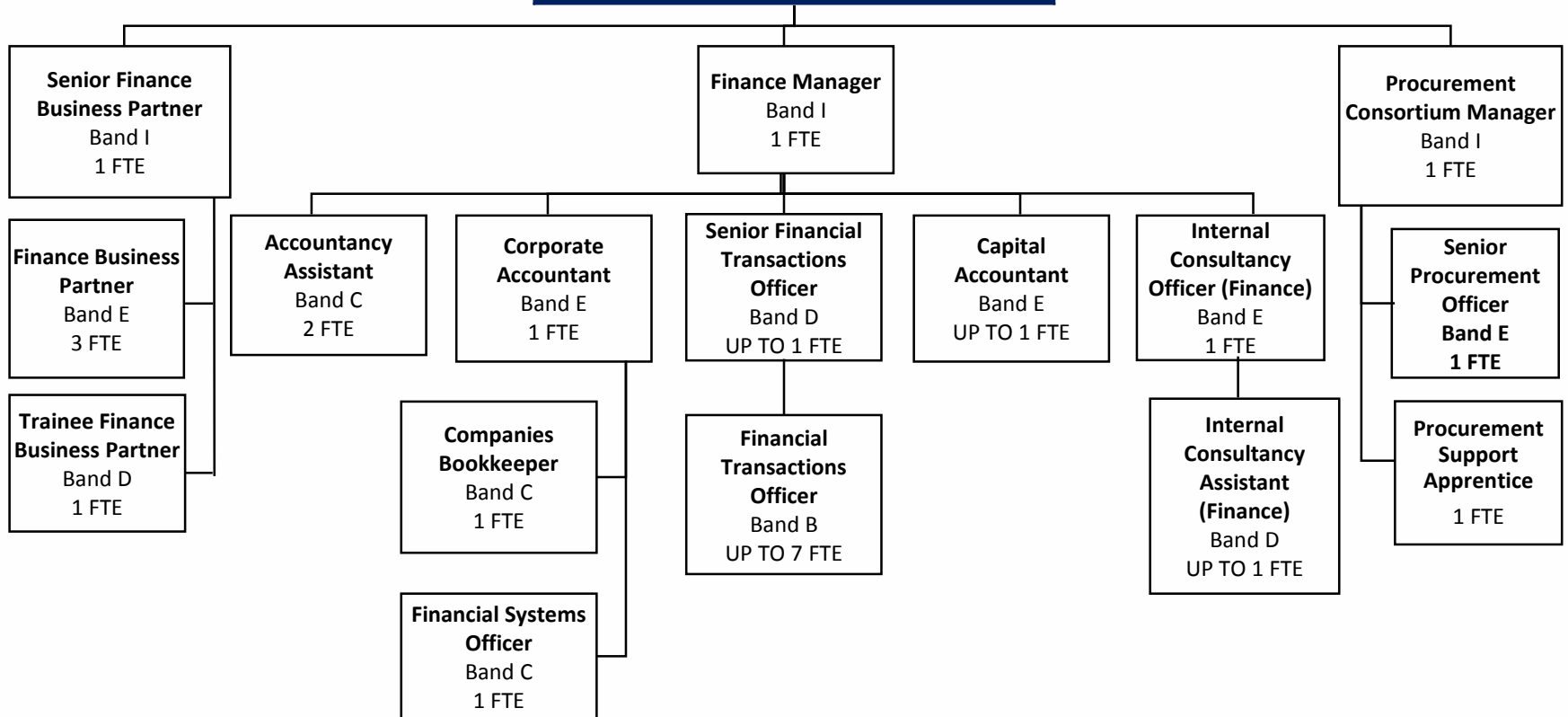
Two Councils - One Team

HR and OD

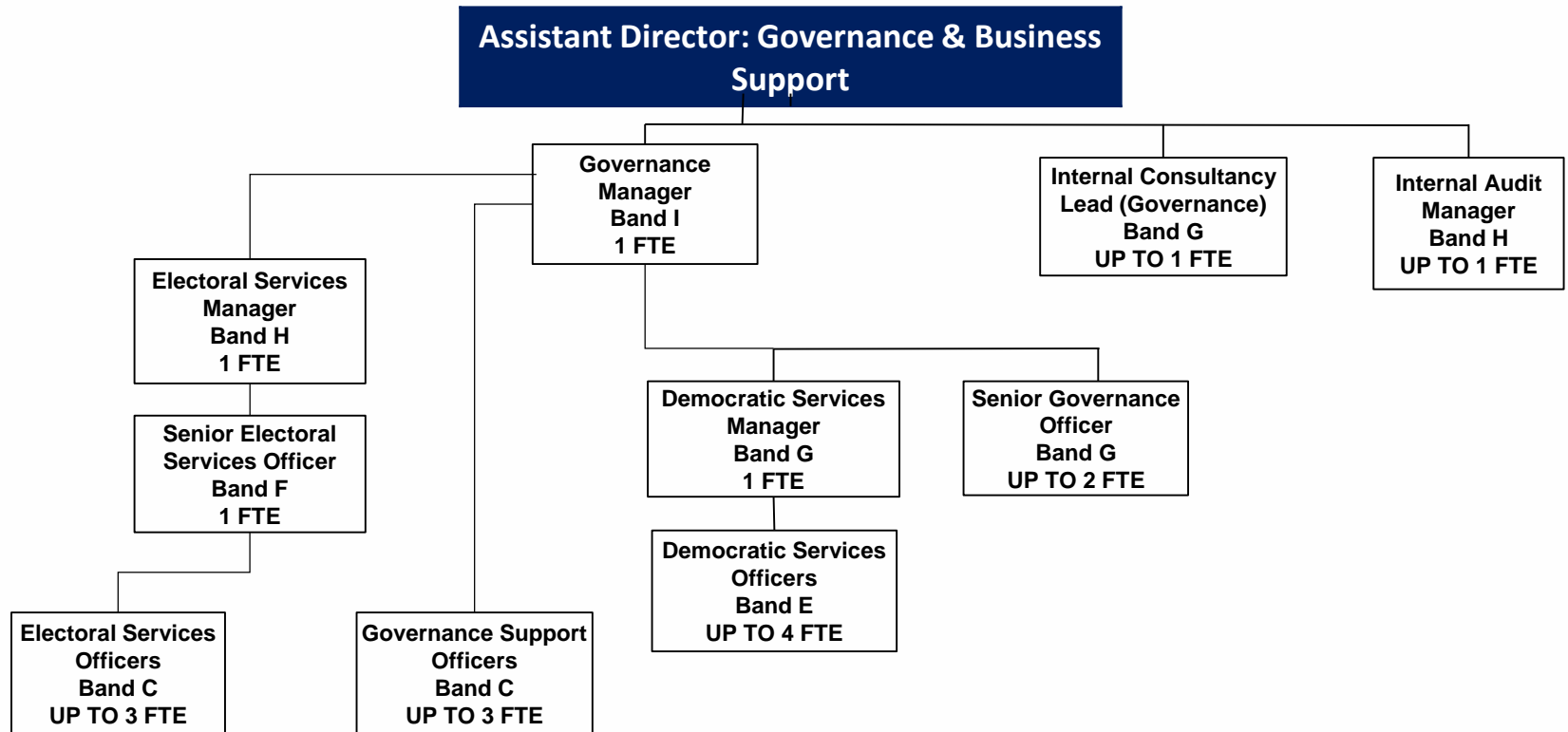


Finance

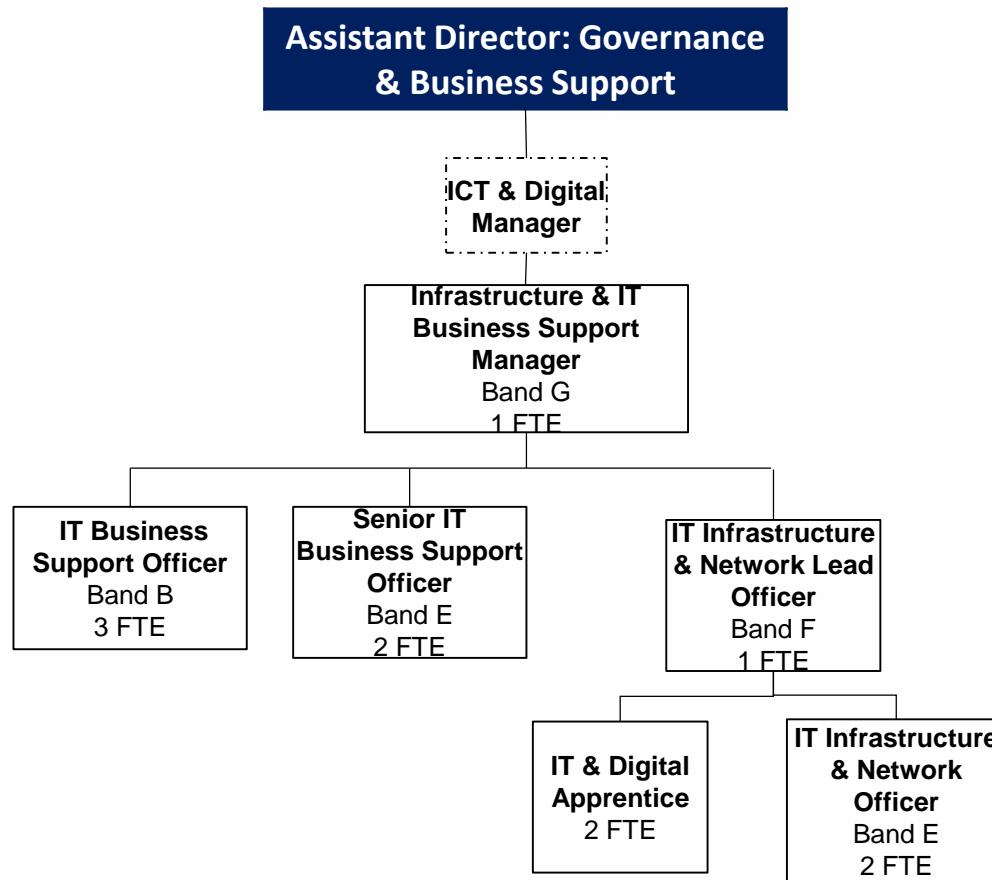
Assistant Director Finance



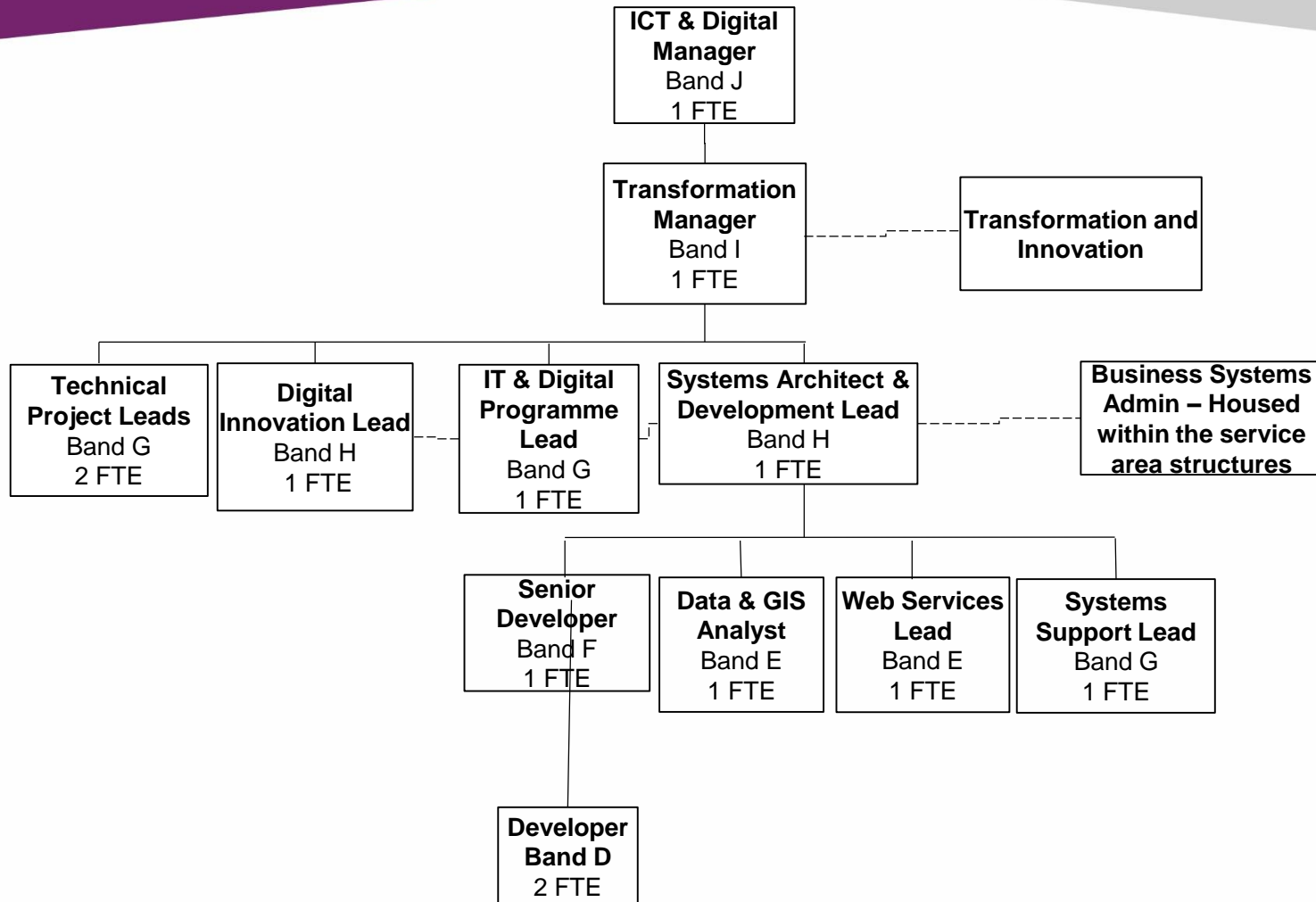
Governance



ICT and Digital

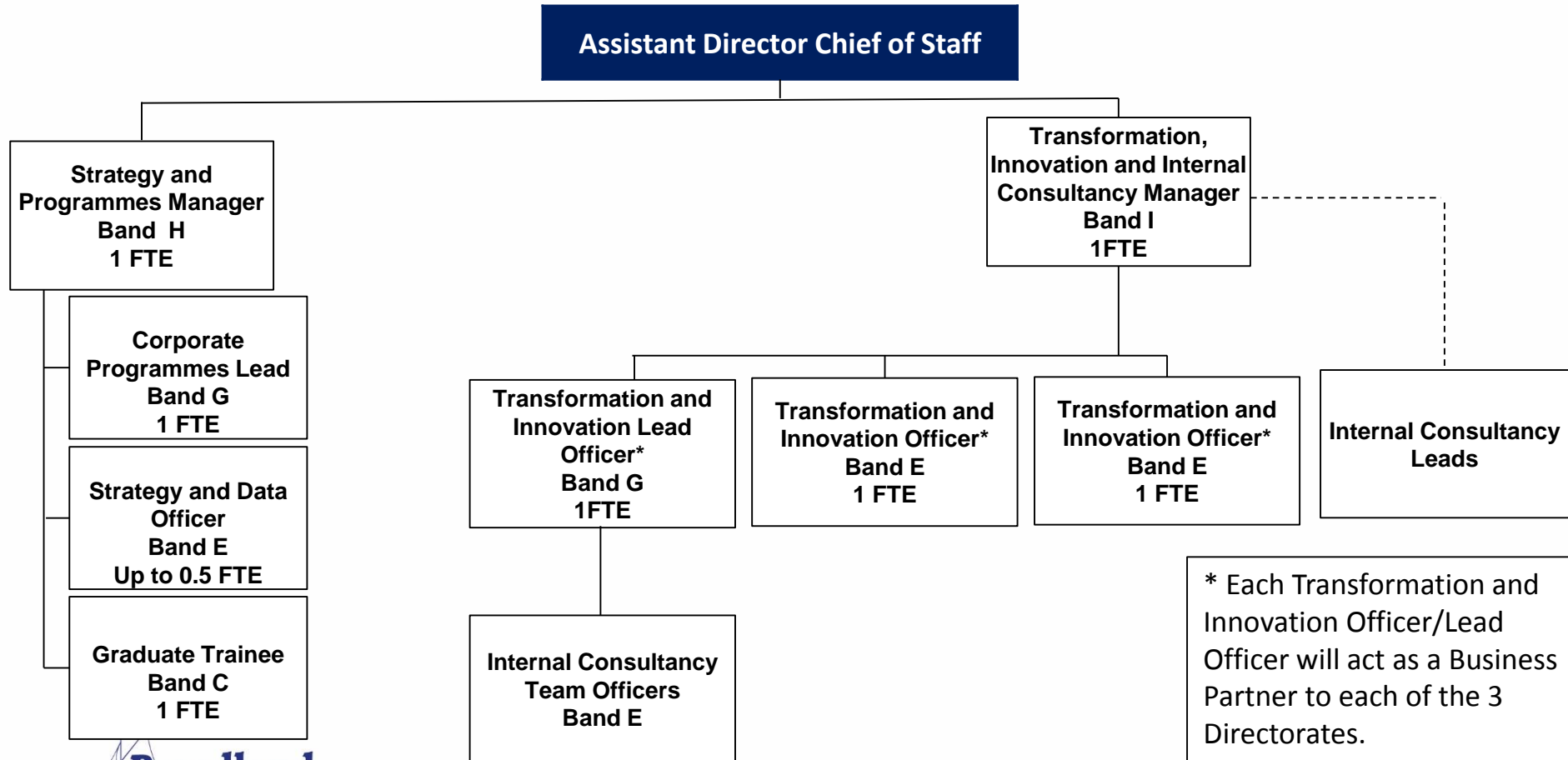


Two Councils - One Team



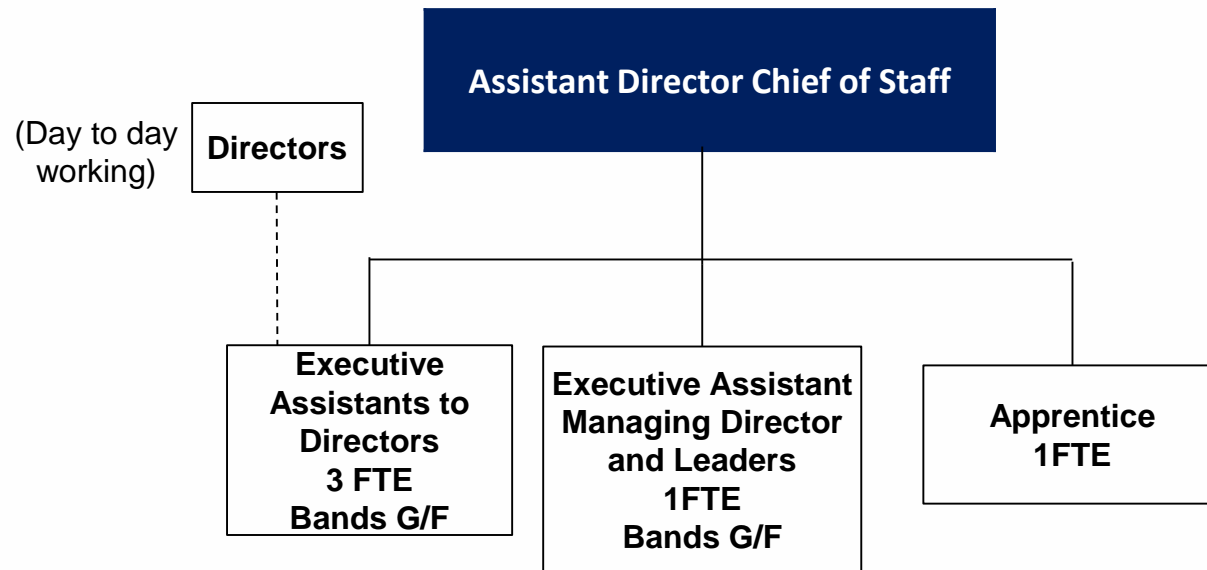
Chief of Staff

Innovation, Strategy and Programmes Team

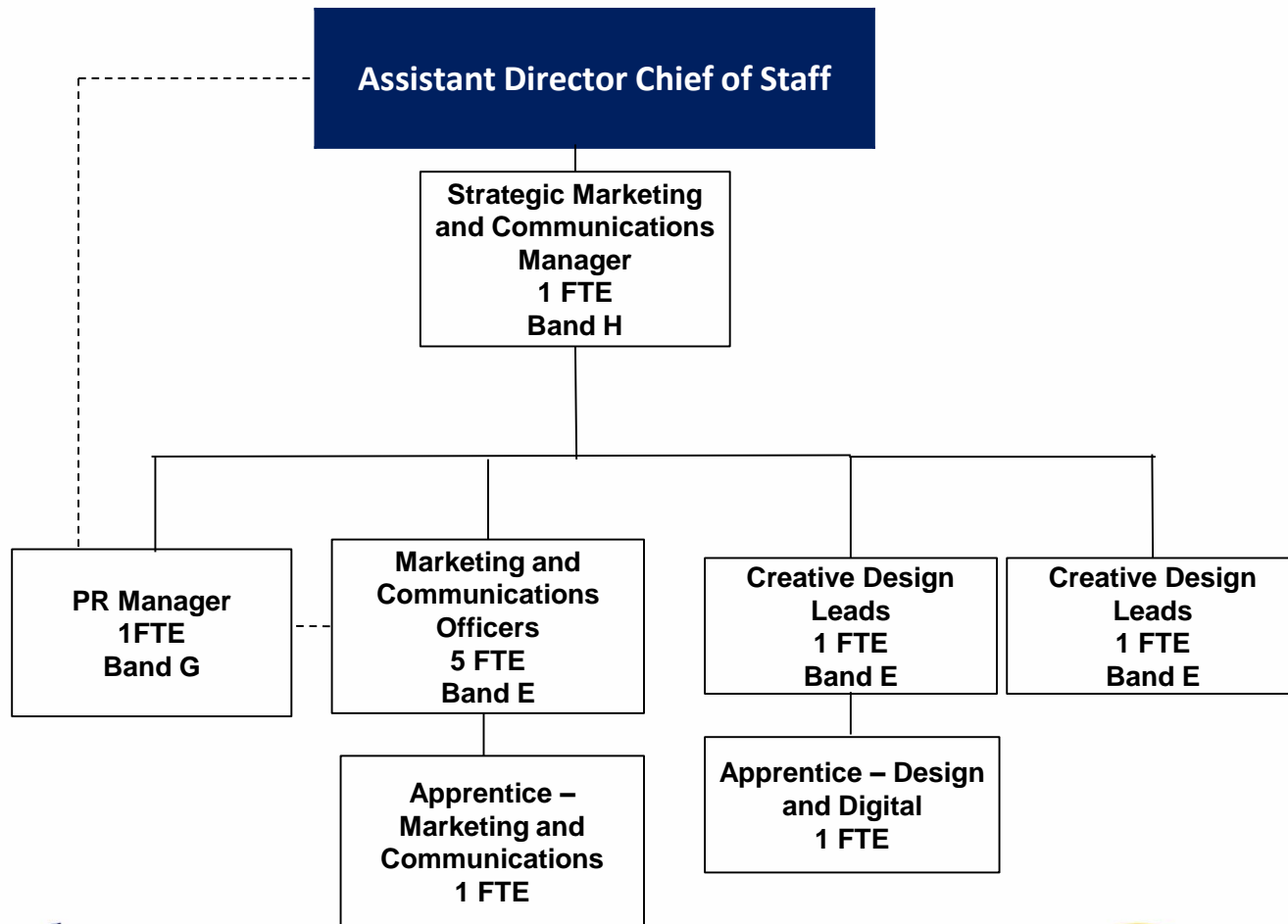


* Each Transformation and Innovation Officer/Lead Officer will act as a Business Partner to each of the 3 Directorates.

Executive Support Team



Marketing and Communications



Appendix B – Terms and Conditions



Final Employee Information Pack

November 2019

The Negotiation Forum have collectively agreed the revised Terms and Conditions. These are now subject to the Unison consultative ballot and Council ratification.

Content

Foreword from Trevor

Introduction

Final Terms and Conditions

1. Final Terms and Conditions of Employment
2. Final Job Families and Salary Pay Spines
3. Final Values and Behaviours
4. Next Steps

Appendices

- A. Summarised Feedback and Responses
- B. Terms and Conditions Matrix

Foreword from Trevor

I am very proud of how far we have come as one team over the past few months.

The level of engagement from staff over the formal consultation period has been superb with 100s of 1:1s, regular drop in sessions with Directors and Assistant Directors and over 300 responses received to the formal consultation. I want to thank each and every one of you for taking the time and effort to respond constructively and positively to help shape our collective future.

Over the past few weeks we have been working with our Unison colleagues and staff representatives through the Negotiation Forum to consider the feedback from staff and proposals from Unison on the proposed Terms and Conditions. These meetings were exceptionally constructive and I want to personally thank Unison and staff representatives who were part of these meetings for the thought, energy and professionalism they showed throughout these conversations.

This document sets out the revised Terms and Conditions based on these conversations and negotiations and I am pleased that the negotiation forum have reached collective agreement on all the revised Terms and Conditions.

As outlined in our staff briefing on Monday, these final Terms and Conditions will now be subject to Unison consultative ballot and will be considered by Councils in December.

I know that many of you will now be looking to your one team structures and your position within these. Over the coming few weeks, as everyone becomes clear on their roles going forward I hope that we can move forward with renewed energy and vigour to the next chapter of our one team work. When we come back from our Christmas break with friends and family, our focus will firmly be on the transformation of our services to enhance the lives of our communities.

We work in a fantastic organisation with dedicated, motivated and hard-working colleagues, who have an absolute commitment to do the right thing. The potential of our one team to deliver the best possible outcomes for the people and places we serve is limitless, and I look forward to us continuing to work together as one team over the coming months and years to deliver this.

Trevor Holden
Managing Director

Overview

To support the move towards becoming one team serving two autonomous councils, there needed to be a single-salary pay spine, identical terms and conditions and a single organisational structure in place to support our councils and senior management team.

A consultation was held throughout September and early October 2019 around the proposed new employment package for all staff. This package was designed to give staff greater certainty as they work across our two councils, start us on our journey to becoming an employer of choice, create a flexible and adaptable organisation based on a core value of trust and give us greater ability to attract and retain the best staff.

The package included proposals on:

Part 1 including:

- Terms and Conditions
- Salary bands and pay spine
- Job Families (A job family is a collection of related jobs that requires employees having similar knowledge, skills and abilities at different levels)
- Values and Behaviours

Over 320 formal feedback forms were received, with over 2,000 individual lines of feedback relating to the Part 1 Terms and Conditions proposals. Alongside this, a great number of 1:1s were held and a significant number of responses and comments were received relating to the Part 2 team proposals.

This feedback and the feedback represented by UNISON has been reviewed and considered. Via a series of formal negotiation meetings with our recognised Negotiation Forum we have been able to develop and collectively reach agreement on the following final employment package contained within this pack.

This package is now being taken forward to the Unison consultative ballot and Council ratification in readiness for changes coming into effect from the 1st January 2020.

All staff will also receive team level responses to the feedback received on structures and role profiles, alongside individual position letters.

Next Steps

All staff will receive their individual position letters throughout the week commencing 4 November 2019 outlining whether you are being assimilated into a role, ring-fenced, have an opportunity to express your preferences for roles or are required to take part in a competitive process.

The selection process for these roles will be through a written expression of interest process and may include an interview/assessment.

Alongside the letters, all staff will receive the final response to feedback on team specific structures and the final role profiles for their area.

All policies, procedures and guidelines will be reviewed with the key contractual ones being highlighted for completion by 1 January 2020.

Further details on next steps can be found in the table below:

Item	Dates
Individual Position Letters	4 November – 8 November
Expressions of Interest (EOI) close	15 November
Assessment/Selection Process/Interviews	18 November – 6 December
New roles, structures and pay spine come into effect	Wednesday 1 January 2020
New Terms and Conditions, Pay Spine and Job Families come into effect	Wednesday 1 January 2020
Essential car user allowance ceases and protection begins.	Wednesday 1 January 2020

Final Terms and Conditions, Salary Pay Spines, Values and Behaviours and Job Families

Final Terms & Conditions, Salary Pay Spines, Values and Behaviours and Job Families

1. Overview of rationale

Coverage

The new terms and conditions are applicable to all members of staff who are currently on either a Broadland District Council or a South Norfolk Council contract.

The pay spine and job families are applicable to everyone except Directors and Assistant Directors as these roles fall outside of the pay spine.

2. Final Employment Package

This section outlines the final agreed Terms and Conditions on the following areas:



2.1 Holiday and work/life balance:

- Hours of work
- Annual leave entitlement
- Buying and selling leave
- Carry over of leave
- Special leave
- Flexible working
- Sickness entitlement



2.2 Travel:

- Mileage rates
- Essential users



2.3 Pay-related:

- Performance-Related Pay (PRP)/Salary Progression Scheme
- Cost of living increase to salary and/or bands
- Pay day



2.4 Overtime:

- For 37 hrs + week
- Saturday working
- Sundays/Bank Holiday working

2.5 Other:



- Pay protection
- Redundancy
- Professional fees
- Notice periods
- Relocation
- Market Supplements
- Tea and Coffee
- Flu jabs
- Occupational Health, Physiotherapy & other associated services
- Social Club
- Childcare

2.6 Third Party Staff Benefit Schemes



- Benefits Scheme
- Company Car Leasing
- “Shared Cost” Additional Voluntary Contribution (AVC)

Policies

It is intended to harmonise all HR related Policies, Procedures and Guidelines (key policies to be reviewed are identified below).

The aim is to have the contractual policies below harmonised by 1 January 2020. An exception could be the parental related guidelines, as these will be informed through Government consultation, which closes in October and November. Where statutory changes are made relating to any policies and/or terms and conditions, these will be recognised and used to update appropriate procedures.

- | | |
|--|---|
| • Disciplinary | • Probation |
| • Grievance | • Redundancy (Informed through consultation) |
| • Capability | • Redeployment (Informed through consultation) |
| • Maternity, Adoption, Paternity, Parental leave | • Retirement (Including pension discretion) |
| • Absence management | • Recruitment (Informed through system development) |
| • Bullying and Harassment | • Annual Leave/Flex (Informed through consultation) |
| • Equal Opportunities | • Travel Guidelines (Informed through consultation) |
| | • Relocation Guidelines (Informed through consultation) |



2.1 Holiday and work/life balance

Hours of Work

A standard working week is 37 hours, with part-time staff being paid and taking holiday at a pro rata amount.

Annual Leave Entitlement

Taking paid time off work as annual leave is an important part of ensuring a healthy work/life balance. It is your opportunity to enjoy quality time with friends and/or family, to take a break from work and to rest and re-energise.

All employees except Director and Assistant Director level will receive the same level of holiday as follows, paid at the basic salary rate:

Leave Entitlement:

New starters will receive 25 days and move to 28 days on completion of five years continuous local government employment.

The leave entitlement is in addition to bank holidays falling within an employee's leave year. Leave entitlement for employees joining or leaving the authority will be proportionate to their completed service during the leave year.

Directors and Assistant Directors receive 30 days of leave from date of joining/commencement.

Holiday Years:

Holiday years commence on the first day of employment.

If employment ends part way through a holiday year, the entitlement during that holiday year shall be calculated on a pro rata basis, rounded up to the nearest half day.

Nomination of Leave:

Planned and considered nominated leave will be negotiated through the Negotiation Forum.

You will be notified of this as soon as possible during the relevant year.

The Councils retain the ability to introduce a nominated leave day in an exceptional circumstance or in the event of an emergency

Bonus Days:

The Councils can award additional days at its discretion.

Where Bonus days are awarded these may be nominated to a specific day.

For part time employees bonus days are pro rata unless otherwise indicated.

This year (2019), 27 December is a nominated bonus day. Those who are required to work this day due to operational requirements will be given an alternative day in replacement.

Buying and Selling Leave

Purchase of Holiday:

All employees are encouraged to take their full holiday entitlement each year.

Employees will be able to **purchase additional** holiday with agreement from their line manager, provided there is organisational cover in place.

Selling Leave:

Employees will also be able to **sell purchased leave** back to the Council, however you will not be able to sell leave that is part of your contractual entitlement.

Exceptions to these arrangements may apply in the case of long-term absence.

Carry Over of Leave

It is possible to carry over a maximum of your working week into the next holiday year.

For example, if you work 37 hours per week, you can carry over a maximum of 37 hours.

If you work 20 hours per week, you can carry over a maximum of 20 hours.

These should be taken in the first three months of your new leave year.

Special Leave

Up to six days special leave is available with Assistant Director discretion for exceptional circumstances e.g. bereavement.

Up to three days may be given for public duties, with Assistant Director approval.

Any alternative arrangements will be on an exceptional basis.

Flexible Working

Where operationally possible, all employees will be given the opportunity to work their hours flexibly with the aim of improving work life balance. This means that any work and life clashes are covered off during the working week.

Staff will be able to work flexibly to meet the organisation's operational needs and their personal commitments. This is an opportunity to harmonise the way of working across the two Councils and contributes to our overall journey to become an Employer of Choice, a flexible working employer and one with a focus on results and outputs, rather than the presenteeism of its employees.

Our approach to flexible working will be based on trust. As an organisation, we need to be outcome focused and recognise that time in the office is not a good indicator to measure effort or outcomes. The MD, Directors and Assistant Directors are able to work their hours flexibly during the day but are not able to take days back through flex (e.g. they cannot take flex days off).

All employees will automatically be opted into an unstructured flexible working scheme, however following concerns raised by staff we are giving everyone the opportunity to opt out of the unstructured flexible working approach and have outlined a new structured flex system below.

Unstructured Flexible Working

No core hours: If working from an office, the availability for you to work will largely be determined by when the office is open (dependant on office location). However, if you are working from other locations, you may choose to start, or finish work earlier or later in the day. The removal of core hours means your hours can be managed flexibly according to the needs of the service.

Time recording - There is no requirement for manually recording time worked through spreadsheets/paper.

Flexible Working Allocation – There are no minimum or maximum working days. There is no specific allocation of flex time or credit, instead staff are encouraged to manage their time flexibly in order to meet the needs of the service and their own personal commitments. The expectation is that you will be taking time off that has previously been worked or will be worked and therefore the credit is available unless it is an exceptional circumstance i.e. family emergency and the time can be made up later

By working flexibly, any work and life clashes are covered off during the working week. You do need to make your line manager aware and as long as office cover is available there is not expected to be any issues with employees managing their appointments, family commitments etc during the working day, albeit in their own time. This includes working from alternative sites and home.

Carry over - There is no maximum carry over. Time can be taken at a point convenient for the individual as long as it fits with operational needs. There is an expectation that individuals will manage their time effectively to avoid significant build up.

Debit - There is no maximum debit as long as operational needs are being met and agreement is sought from the line manager.

Toil – We no longer need formalised toil due to the provision around flexible working and overtime and therefore Toil has not been included in the Terms and Conditions.

Working Day - starts when you start work at your designated location for that day.

Managing mis-use of system – We are aware of the concerns relating to the potential misuse of the flexible working systems. Training will be put in place for all managers and staff regarding managing flexible working effectively. Regular 1:1 conversations with managers and staff on outcomes, outputs, working hours and work life balance. Abuse of trust and system will be dealt with robustly through disciplinary proceedings.

Operational Teams – working arrangements within operational teams will remain unchanged.

Current Informal Arrangements – if you have an informal arrangement or localised agreement, i.e. compressed/annualised hours that you feel falls out of the scope of the principles outlined above, please

Speak to your immediate line manager to see if we can now make your arrangement more formal. Please remember this is not about taking anything away, it is about providing as much flexibility as we can.

Opting out of the unstructured flexible working system:

Following some concerns raised by staff, everyone will be given the opportunity to opt out of the unstructured approach to flexible working. In this instance the following applies:

No core hours: Same as unstructured as outlined above.

Time recording – Time recording is mandatory when opting out of the unstructured flex system. The organisation will make available to staff a generic time recording sheet to enable time recording to take place. Time sheets must be submitted and signed off by your line manager at the end of each four-week flex period.

Carry over - There is a 16-hour maximum carry over, carry over occurs at the end of each flex period.

Debit – There is a maximum debit of 8 hours as long as operational needs are being met and agreement is sought from the line manager.

Time taken must be authorised by your line manager following the principle of this being taken at a point convenient for the individual as long as it fits with operational needs. There is an expectation that individuals will manage their time effectively to avoid significant build up.

Toil – Same as unstructured as outlined above.

Working Day - Same as unstructured as outlined above.

Managing the system – When opting out of the unstructured flexible working system, you are required to record your hours and have these approved by your line manager at the end of each period. Training will be put in place for all managers and staff regarding managing structured flexible working effectively. Regular 1:1 conversations with managers and staff on outcomes, outputs, working hours and work life balance. Abuse of the time recording system will be dealt with robustly through disciplinary proceedings.

Appointments – Same as unstructured as outlined above.

Current Informal Arrangements – Same as unstructured as outlined above.

Operational Teams – working arrangements within operational teams will remain unchanged, this is the same as unstructured as outlined above.

Sickness Entitlement

The terms and conditions around sickness entitlement are outlined below:

Length of service	Entitlement
Less than 4 months	Statutory sick pay only (occupational sick pay will not normally be paid)
4 months up to 2 years	1 months full pay + 2 months half pay
On or after 2 years	2 months full pay + 2 months half pay
On or after 3 years	4 months full pay + 4 months half pay
On or after 4 years	5 months full pay + 5 months half pay
On or after 5 years	6 months full pay + 6 months half pay



2.2 Travel

As part of the one team transformation we want to create more efficient working across multiple office locations. This work will include, but is not limited to, understanding how technology can better support our one team, how we can reduce our environmental impacts of travel through more efficient cars and how we can make office locations more accessible through car sharing and car lease schemes.

Our aim is to ensure that all employees can work where they need to work whether that be in an office or from home. On this basis, travel between any of the Councils' sites will be treated as follows:

- Essential and reasonable travel between offices during the working day will normally be claimable (From an HMRC perspective you must undertake your substantive duties at both sites during the day)
- Where the employee works from one site for the day, that will be deemed their workplace and no mileage or travel time will be claimable for the journey to or from that site

Mileage Rates

Reasonable business travel will be reimbursed at HMRC rates, which are:

Cars: 45p per mile for the first 10,000 miles travelled in the tax year. 25p for every additional mile thereafter.

Motorcycles: 24p per mile for any distance travelled in the tax year.

Bicycles: 20p per mile for any distance travelled in the tax year.

If you carry another employee in your own car or van on a business journey: Passenger payment of up to 5p per mile is to a maximum of 4 passengers, therefore making a maximum claimable amount of 65p per mile.

Essential Users

All essential car user allowances and additional mileage rates will end with effect from 1st January 2020.

For staff already in receipt of the allowance and whom meet a threshold of 1,800 miles, this allowance payment will be protected for a period of 18 months.

During these 18 months, the organisation will work with Unison and staff to identify if a new approach is required moving forward.



2.3 Pay Related

Performance-Related Pay (PRP)/Salary Progression Scheme

To provide an opportunity for the Councils to fully consider a suitable salary progression scheme against the new pay spine we are ending the current performance related pay schemes to enable a new approach to be developed.

While the new scheme is in development, an interim one-off, non-consolidated, pro rata payment of £250 will be implemented for 2020 and paid in January 2020 in replacement of the 2020 PRP scheme.

This will be the same for all staff, regardless of level of seniority. The payment is a thank you to all staff for their hard work over the year and will be paid as the one team structures come into place.

A new scheme will be developed and consulted on in the near future in readiness for 2021

Please note: The interim payments will be in addition to the cost of living increase outlined in the section below.

Cost of living increase to salary and/or bands (Pay Award)

We will be adopting a 2% cost of living increase for all staff, across both Councils, effective from April 2020.

This is a one-year local agreement whilst the Councils work with Unison to review the pay award for future years.

This will be in addition to the interim approach for PRP outlined in the section above.

Pay Day

The day on which you are currently paid will remain the same for each authority until the payroll functions and processes across the two Councils are aligned.

A single HR and payroll system is currently being developed and the payroll element for this will be implemented on 1 April 2020.

Should a change be made to your pay day date, you will be notified of the change well in advance. During the transition period, where necessary, consideration will be given to making one-off advance payments.



2.4 Overtime

Consideration has been given to the overtime proposals and the new arrangements have been agreed as follows:

- All overtime should be pre-planned and, therefore have the permission of your line manager prior to being undertaken.
- All overtime should be based on business needs and only where other options such as flexible working have been exhausted or do not apply.
- Overtime rates only apply for hours above 37 per week and will usually be paid at plain rate.
- Overtime will usually only apply as standard to those on Band C and below of the new salary pay spine. Provisions have been made in the proposal below where exceptional business specific requirements may determine overtime is required but this is not expected to be a regular occurrence.
- For those on Band D-E, overtime should be exceptional and flexible working principles should apply. If flexible working cannot be applied, then agreement is required from the Assistant Director/Director/Senior Operational Manager on an exception basis for a defined service requirement.

How does this work in practice?

Operational Services:

The pattern of working for operational services differs greatly from the majority of other services we deliver as a council and flexible working does not largely apply. As such overtime has been considered to ensure that operational needs of these services can be maintained.

Leisure:

- All overtime will be paid at plain rate where flexible working does not apply.
- Where there is a specific exceptional business requirement, overtime at a rate of 1.5 can be applied, where 37 hours or more have been worked, with Assistant Director/Director/Senior Operational Manager approval.
- Double time can only be paid with prior agreement from the Managing Director (or delegated approval).

Depot:

- For those on Band C or below, all overtime will be paid at plain rate for hours above 37+ where flexible working does not apply.
- For those on Band D and above, overtime should be an exception as flexible working principles should apply in the first instance. If flexible working cannot be applied, then agreement is required from the Assistant Director/Director/Senior Operational Manager on an exception basis for a defined service requirement.
- Refuse collections relating to Bank Holiday catch ups will be paid at a rate of 1.5 for all staff required to deliver this service operationally.
- Double time can only be paid with prior agreement from the Managing Director (or delegated approval)

All other Areas

- For all other business areas flexible working should be considered in the first instance.
- For those on Band C or below, all overtime will be paid at plain rate for hours above 37+ where flexible working does not apply or where it has been exhausted.
- For those on Band C or below, where there is a specific exceptional business requirement, overtime at a rate of 1.5 can be applied with Assistant Director/Director/Senior Operational Manager approval.
- For those on Band D-E, overtime should be exceptional and flexible working principles should apply. If flexible working cannot be applied, then agreement is required from the Assistant Director/Director/Senior Operational Manager on an exception basis for defined service requirement and will be paid at plain rate.
- Double time can only be used with prior agreement from the Managing Director (or delegated approval).

Please note overtime is a separate consideration to on call. Where on call arrangements apply these have not been amended within the new terms and conditions, although these will be reviewed in the future.



2.5 Other

Pay protection

All Staff who are affected negatively in their pay in the current restructure will be protected for a maximum period of 3 years. This is an increase of 2 years for staff with South Norfolk contracts and guarantees staff with Broadland contracts the maximum of 3 years.

Both Councils will move to an 18-month salary protection period from 1 January 2020.

All staff receiving salary protection on the new scheme will be entitled to any non-consolidated payments, however the salary protection element will not incur a cost of living increase.

On this basis, the overall salary amount that is protected is frozen whilst your new substantive salary increases e.g., through cost of living rise.

Staff appointed to either Council after 2 January 2020 will receive 18 months' pay protection.

Redundancy

Both Councils will have a designated redundancy multiplier of 1.6 from 1 January 2020 for a period of 2 years. From 1 January 2022, the designated redundancy multiplier will move to 1.4. This applies to all staff.

Professional Fees

Reimbursement of professional memberships will be paid by the Council if it is a mandatory requirement to enable the individual to carry out their statutory role.

All other professional memberships will be considered at the discretion of the Director/Assistant Director in liaison with the Senior HR Lead and will be determined based on service specific requirements.

Notice Periods

Notice periods relate to the band of the position held, these are outlined as follows:

Band E & below: 1 month

Band F to J: 2 months (Unless operational requirements dictate more is required, where this is required agreement will be reached with the employee upon offer and acceptance of the role)

Director/Assistant Director: 3 months

Relocation

The Councils can pay up to a maximum of £8,000 for relocation, as per HMRC guidelines. The decision of whether relocation applies to specific roles needs to be made at the point of the Joint Recruitment Authorisation Form (JRAF) approval stage, alongside the level of the reimbursement. Guidelines will be developed to support this decision-making.

Market Supplements

For some posts it may be necessary to apply a market supplement in order to recruit or retain suitably qualified and experienced employees in certain occupations to meet the needs of the service.

A pre-requisite to formal consideration of a market supplement will be based on recruitment, retention or 'market un-competitiveness' difficulties.

All supplements will be reviewed on an annual basis to consider the necessity to maintain these and the rates applied.

Tea and Coffee

We are aiming to gain equity across all sites in terms of the provision of tea and coffee. The current contracts relating to these services are due to end in June 2020.

Therefore, as an interim, the current provision at the Lodge remains as is with free vending machines.

Access to free tea, coffee, milk and sugar will be made available at each South Norfolk Council site. Cold water is already provided. This will be in place from January 2020.

Flu Jabs

Flu Jabs will be offered to staff who wish to be vaccinated and will be made available via a pre-purchased voucher scheme.

Occupational Health, Physiotherapy and other associated services

Both Councils have Occupational Health Services which we will work toward aligning under one contract. As part of this we will look at physiotherapy and other associated services to ensure that we can offer support to staff as and when needed. In the meantime, we will continue to offer the services delivered through Broadlands contract with Norfolk County Council.

Referral for Physio will continue to be through your HR representative.

Social Club

Work is underway to bring the two Sports and Social Clubs together, with all staff being considered members rather than having an opt in system.

The Sport and Social Clubs across both sites are leading on the work to combine the Clubs together with immediate effect.

Childcare

Available from the Lodge and open to all - Wrap-around childcare is available at the Lodge during school holidays as a bolt on to the Tots to Teens provision for all staff and residents. This is on a first come, first served basis and should be booked in advance. This means free, qualified childcare is provided before and after Tots to Teens and is available from 8.30am up to 5.15pm.

A minibus with a capacity of 15 passengers will be available to take the children to their pre-booked and paid for place across the District. There is a limited number of spaces available due to the capacity of the minibus and so places need to be pre-booked with the Communities Team.

Available from the House and open to all - Long Stratton Leisure Centre opposite the House runs Kids Camps and is available to staff and the public during school holidays for children aged between 5 and 15. Due to the location of the venue there is no requirement to arrange for transport from South Norfolk House as it is within short walking distance and is available from 8.00am to 6.00pm. Places can be booked directly

with Wymondham or Long Stratton Leisure Centres.

Please be aware: The Tots to Teens and Kids Camp element of the childcare provision must be pre-booked in advance and paid for by the employee.



2.6 Third Party Staff Benefit Schemes

Benefits scheme

The procurement of a benefits packages for staff is now underway with a view to implementation early in the new year. This will assist in helping your pay to go further, while at the same time positively contributing to your health and wellbeing. This will be fully funded and therefore will not cost you anything. There may be further optional offerings that you can choose to sign up for and these would be an additional personal cost.

For clarity, existing cycle-to-work and childcare vouchers will continue although these could be transferred to the new provider, thus providing one overarching contract for the Councils to manage.

Our chosen Employee Benefits provider will be able to provide a number of key elements within the contract such as:

High Street Discounts – this would cover over 100,000 stores providing choice in terms of reloadable cards, vouchers, cashback, e-vouchers and instant offers, giving discounts of up to 10%

Supermarket discounts – this could reduce your shopping bill by up to 5%

Days out and Dining – again considerable discounts available

Cinema discounts – these would be for chain and independent cinemas

Holiday discounts – this is through a fully ATOL protected and ABTA bonded travel agent – with up to 10% discount be available

It is estimated that you and your family could save up to £1,000 through the use of the discount scheme that would be made available to you.

It is not all about the discounts available though as we also want to provide a comprehensive employee assistance programme that can provide support as and when you need it – whether that be relating to caring responsibilities, health issues, benefits and entitlements, anxiety, depression or for another reason. This would give you anytime support (24/7) through accredited counselling services. You would be able to access these services however suites you best for example online, by telephone or face to face.

Company Car Leasing

The procurement of car leasing scheme is now underway with a view to having this available early in the new year. For all interested employees, company car leasing has the advantage that income tax, national insurance and VAT can be saved. It is a salary sacrifice option which, from 1 April 2020, offers big savings for an employee if using a company car scheme to lease a low-emissions car or an electric car.

The scheme would be an all-inclusive scheme which means that you would have one monthly payment for your car and then all you would need to do is add fuel.

All-inclusive is:

- All servicing, MOT & Maintenance
- Fully comprehensive insurance for you – additional drivers can be added
- Replacement tyres
- Vehicle tax
- Accident Management
- Comprehensive breakdown and recovery assistance

This scheme replaces any car loan schemes previously offered by the Councils. Any current car loans will be honoured for the remaining period of the agreement.

“Shared Cost” Additional Voluntary Contribution (AVC)

We will commence work on this with a view to being able to offer this option to staff early in the new year. ‘Shared cost’ relates to how an employee pays into the pension AVC. E.g., if you want to pay an additional £50 per month, with shared cost you would pay: £1 per month from your net salary, plus £49 per month from your gross salary, via salary sacrifice thus savings on tax and NI contributions (this is viewed as the employer’s contribution). The salary sacrifice has no impact on your overall pension benefit in terms of your current contributions.

The difference (saving) between ‘Shared cost’ AVC and a standard AVC is that as the employee you save National Insurance on the salary sacrifice portion, e.g. your take home pay could go up as you would pay less NI than if you paid into a standard AVC.

Further details on the scheme can be found by following this link: [here](#)

3. Proposed Salary Pay Spines and Job Families

Job Families

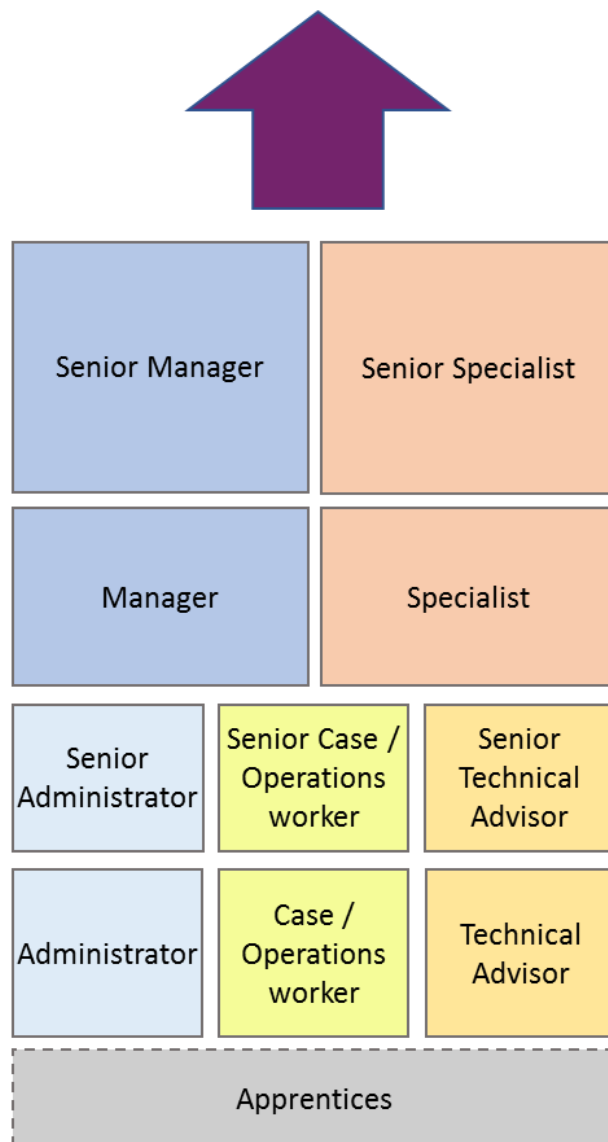
Job Families are new to both Councils. They have been designed to bring together similar roles from across the organisation into groupings of jobs that have similar or the same characteristics, these are usually focussed on key skills, experiences and knowledge.

Job Families also help to identify overlaps and gaps in responsibilities between the different service areas and teams across the Councils, strengthening the organisational structure. They also allow for clear progression plans to be developed, alongside a defined pay scale within the job family

(See the section below on pay scales to understand how the job families and pay spines relate to one another).

Every role in the new organisational structure will belong to a specific job family.

Feedback on the job families were positive. The final job families can be found below:



Senior Manager

- Clear **Leadership** and ability to **influence** and persuade others.
- Significant **responsibility** for one or more service areas.
- Significant managerial **Decision-making** duties involving significant resources.
- **Significant Communications** skills including regular presentation to the Corporate Management Leadership Team, Portfolio Holders, Full Councils, Cabinets, Scrutiny, other Member Committees/Panels and other key external bodies.
- **Recognition** from peers as a significant manager of resources.

Manager

- Provide **Leadership** and **influence** to others.
- **Responsibility** for one or more service areas.
- Managerial **Decision-making** duties involving significant resources.
- **Excellent Communications** skills including regular presentation to stakeholders such as the Corporate Management Leadership Team, Portfolio Holders, Full Councils, Cabinets, Scrutiny, other Member Committees/Panels or other key external bodies.

Senior Specialist

- Significant **problem-solving** duties on significantly complex technical activities.
- Significant **responsibility** for one or more technical specialist areas.
- Significant technical **Decision-making** duties involving significant resources.
- **Significant Communications** skills including regular presentation to corporate management, Members, Committee/Panels and other key external bodies.
- **Recognition** from peers as a leading specialist in the technical field of work.

Specialist

- Undertake **problem-solving** duties on significantly complex technical activities.
- **Responsibility** for one or more technical specialist areas.
- Technical **Decision-making** duties involving significant resources.
- **Excellent Communications** skills including regular presentation to stakeholders such as corporate managers, Members, Committee/Panels or other key external bodies.

Senior Administrator

- Undertake a **broad range** of administrative work, sometimes complex and non-routine, in a variety of environments.
- **Responsibility** - Work under broad direction, being responsible for own work and/or others in a supervisory role.
- **Good Communications** skills including occasional presentation to stakeholders such as corporate managers, Members, Committee/Panels or other key external bodies.

Administrator

- Undertake a **range** of administrative work, sometimes complex and non-routine, in a variety of environments.
- **Responsibility** - Work under direction, being responsible for own work.
- **Administrator** duties involving discretion in resolving problems or enquiries.

Senior Case / Operations worker

- Undertake a **broad range** of case/field work, sometimes complex and non-routine, in a variety of environments.
- **Responsibility** - Work under broad direction, being responsible for own work and/or others in a supervisory role.
- **Good Communications** skills including occasional presentation to stakeholders such as corporate managers, Members, Committee/Panels or other key external bodies.

Case / Operations worker

- Undertake a **range** of case/field work, sometimes complex and non-routine, in a variety of environments.
- **Responsibility** - Work under direction, being responsible for own work.
- **Case / Field work** duties involving discretion in resolving problems or enquiries.

Senior Technical Advisor

- Undertake **problem-solving** duties on complex technical activities.
- **Responsibility** - Work under broad direction, being responsible for own work and/or others in a supervisory role.
- **Technical advisory** duties involving significant resources.
- **Good Communications** skills including occasional presentation to stakeholders such as corporate managers, Members, Committee/Panels or other key external bodies.

Technical Advisor

- Undertake **problem-solving** duties on technical activities.
- **Responsibility** - Work under direction, being responsible for own work.
- **Technical advisory** duties involving discretion in resolving problems or enquiries.

Salary Pay Spines

Following the consultation, the final salary pay spine has been confirmed and is outlined below.

Band Name	Minimum Salary Scale	Maximum Salary Scale
Apprentice	£11,833	£16,981
A	£17,588	£18,800
B	£18,801	£22,127
C	£22,128	£25,972
D	£25,973	£30,508
E	£30,509	£34,788
F	£34,789	£39,970
G	£39,971	£44,820
H	£44,821	£49,929
I	£49,930	53,958
J	£53,959	£58,690

The following shows how the new Pay Spine relates to the Job Families

<u>New MIN & MAX Salary</u>	<u>New Band names</u>	<u>New Job Families</u>		
£53,959 - £58,690	J	Senior Manager		Senior Specialist
£49,930 - £53,958	I			
£44,821 - £49,929	H			
£39,971 -£44,820	G	Manager		Specialist
£34,789 - £39,970	F			
£30,509 - £34,788	E	Senior Administrator	Senior Case / Operations worker	Senior Technical Advisor
£25,973- £30,508	D			
£22,128 - £25,972	C	Administrator	Case / Operations worker	Technical Advisor
£18,801 - £22,127	B			
£17,588 - £18,800	A			
£11,833 - £16,981	Apprentice	Apprentice		

4. Final Values and Behaviours

Feedback on the Values and Behaviours for the organisation were extremely positive. This have now been agreed and the final version can be found below. These will feed into the development of a new People Strategy for the organisation.

Our values and behaviours

We live by our values to:



5. Next Steps

All staff will be receiving their final individual position letters throughout the week commencing 4 November 2019. This letter will confirm whether you are being assimilated into a role, ring-fenced, have an opportunity to express your preferences for roles or are required to take part in a competitive process. The selection process for these roles will either be through a written expression of interest process or interview/assessment.

Alongside the letters, all staff will receive the final response to feedback on team specific structure proposals and the final role profiles and structures for their area.

All policies, procedures and guidelines will be reviewed with the key contractual ones being highlighted for completion by 1 January 2020.

Further details on next steps can be found in the table below:

Item	Dates
Individual Position Letters	4 November – 8 November
Expressions of Interest (EOI) close	15 November
Assessment/Selection Process/Interviews	18 November – 6 December
New roles, structures and pay spine come into effect	Wednesday 1 January 2020
New Terms and Conditions, Pay Spine and Job Families come into effect	Wednesday 1 January 2020
Essential car user allowance ceases and protection begins.	Wednesday 1 January 2020

Appendix A - Detailed response to consultation feedback

	Summary of Consultation Feedback	Response
Holiday and Work/life balance	Annual Leave Entitlement	
	Annual leave days <ul style="list-style-type: none"> The majority of responses were supportive of the proposals for annual leave and the increase to 25 days annual leave for new starters. A number of respondents commented on the number of days Directors/AD's receive (30) and asking that all staff, no matter of rank, receive the same number of annual leave days. There were some comments around it being unfair to those staff who have worked their length of service of plus 5 years. A number of comments raised concern that the 2 additional days could be taken away with the 2 days nominated leave. Suggestion that leave entitlement recognises length of service. UNISON response: <ul style="list-style-type: none"> Unison welcomes the proposal to increase annual leave day entitlement. Question raised over the rationale of Directors/ADs receiving 30 days leave when the flexible working approach doesn't specify they will be excluded from the arrangement. 	<p>Following consideration of the feedback, it has been agreed that the proposal as set out in the consultation pack will be implemented.</p> <p>The Councils want to recognise long service of its employees but will work on developing a form of reward outside of the terms and conditions.</p> <p>Reasoning behind D/ADs annual leave arrangements - Directors and Assistant Directors Terms and Conditions were agreed with UNISON during the restructure process of the senior management team for the two Councils. They have 30 days annual leave as their Terms and Conditions and requirements on them vary slightly to the rest of the organisation. The MD, Directors and Assistant Directors are able to work their hours flexibly during the day but are not able to take days back through flex (e.g. they cannot take flex days off). Alongside this, there is an expectation on the senior management team to work unsociable hours as and when needed.</p>
	Nominated Leave: <ul style="list-style-type: none"> A large proportion of staff who responded to the proposal on nominated leave commented that it would be unfair to ask staff to save 2 days annual leave for nominated leave. Some respondents were supportive of the proposal but ask that staff are told far enough in advance to plan for the 2 days. Some staff commented that they would prefer if we could choose the days taken off as nominated leave. 	<p>Consideration was given to the feedback on nominated leave from staff and from Unison. Following negotiation with Unison, it has been agreed that the nominated 2 days leave will be removed from the proposal and future nominated days will be agreed through the Negotiation Forum.</p> <p>In some circumstances, the Council may need to close the office in an emergency situation, and reserves the right to do this, without the formal agreement through the Forum, which would</p>

Holiday and Work/life balance	<ul style="list-style-type: none"> A number of responses asked that the 2 days nominated leave to be added to baseline annual leave entitlement. A number of people asked for more detail in terms of what instances this would apply in. <p>UNISON response:</p> <ul style="list-style-type: none"> Requests that nominated leave should not be imposed through contractual terms but dealt with through discussion at the Consultation Forum. 	not be viable in an emergency. The Forum agreed that this is a practical approach.
	<p>Bonus days</p> <ul style="list-style-type: none"> Majority of responders supportive of bonus day proposals. A number of staff asked whether the bonus days could be given prior to public holidays. A few responders asked how this would work for part time staff. <p>UNISON response:</p> <ul style="list-style-type: none"> UNISON asked that any proposals to offer bonus days should be discussed with staff reps on the Consultation Forum. UNISON also comments that the introduction of bonus days is undermined due to nominated days. 	<p>Following consideration of feedback, it has been agreed that the proposal as set out in the consultation pack for bonus days will be implemented.</p> <p>Bonus days may be given for a variety of reasons, therefore may not fall near a public holiday or at the Christmas Period every time. Staff will be given enough notice to plan for the bonus day in advance.</p> <p>This year, for example, 27 December 2019 is a bonus day to thank everyone following a year of significant change. For part time staff, bonus days will be pro-rated and if the day falls on a non-working day, the time can be taken in agreement with your line manager at another point.</p>
	Buying and Selling Leave	
	<ul style="list-style-type: none"> Many of the responders were supportive of the proposals for buying and selling leave, adding that it increased flexibility for staff to manage their own time. There were a few comments raised around the flexibility of being able to sell leave (even if you haven't bought any) and whether this could be reviewed. <p>UNISON response:</p> <ul style="list-style-type: none"> UNISON are supportive of the proposal for buying and selling leave. 	<p>Following consideration of feedback, it has been agreed that the proposal as set out in the consultation pack for buying and selling leave will be implemented.</p> <p>We want to encourage staff to take their annual leave and have the right work/life balance, so purchased annual leave cannot be sold below your contractual entitlement.</p> <p>Policies will be developed prior over the coming months which will pick up the process around applying this.</p>

Holiday and Work/life balance	<ul style="list-style-type: none"> Response raised that there needs to be a clear and transparent process on decision making for this. 	
	Carry over of leave	
	<ul style="list-style-type: none"> The majority of responses to this proposal were supportive. A few people asked whether the requirement of taking the days carried over within the first 3 months was fair and should this be more flexible as everyone's leave years run at different times of the year. Clarification was asked in terms of what process will be followed to carry over leave. <p>UNISON response:</p> <ul style="list-style-type: none"> UNISON supports the principle of staff being able to carry over a maximum of one week's annual leave entitlement based on an individual's working hours. Clarity required on the process for doing this. 	<p>Feedback has been considered and it has been agreed that the proposals on carry over of leave will be implemented.</p> <p>A policy on annual leave will be developed in the coming months which will highlight the process behind how carry over of leave will work in practice.</p>
	Special Leave	
	<ul style="list-style-type: none"> Many responders were supportive and welcoming of the proposal for 6 days for special leave. A number of responders raised that the number of days for special leave has been reduced from 9 days to 6 days for staff at the Lodge and clarity was required around the additional 3 days for public duties which isn't mentioned in the consultation pack. A few questions were raised around how the process will work for applying for special leave. <p>UNISON response:</p> <ul style="list-style-type: none"> Increase to 6 days is a welcomed increase for South Norfolk staff. Proposal removes the additional 3 days for public duties which are presently afforded to Broadland staff 	<p>Feedback has been considered and it has been agreed that the proposal will be revised to include up to 3 days for public duties.</p> <p>The Councils will work with Unison to identify the parameters around what constitutes 'public duties' and the policy that will set out the process.</p>

Holiday and Work/life balance	Sickness Entitlement	
	<ul style="list-style-type: none"> There was a limited response to this proposal and the answers that were received were mixed, particularly on the proposal for those in their first 4 months of service. Some responses were in support of the changes, suggesting that this was fair to staff but requested to have more detail on how sickness was going to be recorded e.g. will the Councils be using the Bradford score. Some responses were against the proposal for statutory sick pay for those with under 4 months service, commenting that this proposal does not reflect an employer of choice. <p>UNISON response:</p> <ul style="list-style-type: none"> Sick pay should be paid to all staff from the beginning of their employment. 	<p>Feedback particularly on the proposals for the first 4 months of service were considered. To reflect the situation of an exceptional circumstance, it has been agreed that the wording of the proposal will be amended to say:</p> <p>'Less than 4 months - Statutory sick pay only (occupational sick pay will not normally be paid)'</p>
	Flexible Working	
	<p>Mixed feedback was received on the different options for flexible working in the future. There was a relatively equal split between those preferring to retain a structured approach and those wishing to move to an unstructured approach.</p> <p>Feedback included:</p> <ul style="list-style-type: none"> There was a split of responses of those in favour of the unstructured approach, but some wanting to record time and those preferring not to. Acceptance that it is a change in culture and will therefore take time to get used to. Many respondents raised that flexible working is a benefit to staff and would welcome increased ways to work flexibly in the future. Requests for guidance on how an unstructured approach would work in practice. 	<p>Following the end of the consultation, feedback was considered on the different models for flexible working. It has been agreed that an unstructured approach to flexible working will be implemented. Some staff raised concerns regarding working in an unstructured flexible way, therefore staff will have the option of opting in to a more structured approach.</p> <p>We want to be an organisation that works in a truly flexible way and recognise that we have some way to go in order to fully benefit from flexible working practices. We will be holding training sessions for managers to support them in managing remote teams and staff working flexibly, alongside continuing to improve our IT and systems to enable improved flexible working.</p> <p>Staff will be able to have the option of completing a timesheet if they would like to, but this will not be a formal requirement of all staff. It is also agreed that if a staff member wishes to complete a timesheet, this will be recognised by the manager and the individuals flex time will be managed in a structured way.</p>

<p>Holiday and Work/life balance</p>	<ul style="list-style-type: none"> • A number of respondents raised that the Councils would need to have the right infrastructure and IT in place to support increased levels of flexible working (especially for working at home) • A number of responses queried how a flexible approach would work for those in front line services, with some commenting that flexible working was unfair for those who could not work from home or flexibly throughout the day. • There were many suggestions for hybrid approaches such as an unstructured approach but with time recording and structured approaches without core hours <p>UNISON response:</p> <ul style="list-style-type: none"> • UNISON requests the following changes to be made to the proposal on flexible working: <ul style="list-style-type: none"> - Remove core time during the working day - Allow staff to work at the office between the hours of 7.30am and 6.00pm, Monday to Friday - Reinforce a maximum working day - Any work patterns outside these hours with line manager approval - The Councils to provide a generic timesheet for staff to complete - Where staff complete a timesheet, acknowledgement that it will be recognised by managers as a recording method • UNISON also requests that clear messages are given on how and when flex and TOIL can be recouped after 1 Jan 2020. 	<p>Further details on how the final proposal will work can be found in the final terms and conditions. If there is outstanding flex or toil at the end of December, then this will be carried into the new scheme effective from 1st January.</p> <p>Operational and front line staff will continue to work as they do now therefore using flexible working where they can whilst ensuring operational delivery requirements are met</p>
	<p>Place of work</p> <p>There were mixed responses to the proposal that staffs place of work will be all Council owned sites. In summary, there were 45 responses to this proposal, 2 were in support of the proposals, 26 were against the proposals and the rest were queries/clarifications.</p> <ul style="list-style-type: none"> • A number of respondents have raised issues with the proposal that where an employee works from one site for the day, that will be 	<p>Moving forward, we are becoming one officer team, supporting two autonomous councils. This will require us to work flexibly and across different sites and locations as and when needed. It is envisaged that some teams may work more often from a single site and there will be some staff who work more flexibly across many sites. The proposal for your deemed workplace to be the site you start work from remains. Staff will be able to claim</p>

	<p>deemed their workplace and no mileage or travel time will be claimable for the journey to or from that site. In particular, the focus was on:</p> <ul style="list-style-type: none"> - Travel between CNC Wisbech and the House has been raised as an issue if staff cannot claim for the travel. - Staffs ability to be able to have a designated place of work and be able to walk/run etc - Financial impacts on staff in terms of paying additional mileage and time to travel further to different sites. <ul style="list-style-type: none"> • There were a number of people raise that they believed the new terms and conditions meant that no one will be able to claim any mileage at all. • Some respondents proposed that staff should be able to choose their location of work, dependent upon what is best for their circumstances. • A number of respondents proposed that this should be a phased approach. • Some respondents commented that we need better IT and flexible working to prevent the need to travel in-between sites often. • Some proposals came forward which included: <ul style="list-style-type: none"> - Shuttlebuses in-between sites - Pool cars <p>UNISON:</p> <ul style="list-style-type: none"> • No response submitted on this point. 	<p>mileage for essential and reasonable travel between offices during the working day will normally be claimable.</p> <p>The Councils want to support a green agenda and recognises there is some work to do in order to support this. Proposals from staff around exploring pool cars and other transport opportunities and improved IT will be explored.</p>
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Travel	
<p>HMRC Mileage rates: Limited responses were received on the mileage rates, but the majority of those received, were in support of the HMRC rate. In total, 13 responses were received which made comment on HMRC rates, 8 were in support, 3 were against the rest were queries/comments.</p> <ul style="list-style-type: none"> • Some comments were raised on whether the HMRC rate fully compensates for travel in remote areas and over rough grounds. • Some comments on whether the HMRC payment of up to 5p for carrying passengers would be used. • Proposal put forward that pool cars/electric pool cars should be used to lower the amount claimed by staff for travel throughout the day for site inspections etc. <p>UNISON response:</p> <ul style="list-style-type: none"> • The majority of staff support using the HMRC rate. UNISON are undertaking work nationally to review the rates as they have not been increased since 2011. 	<p>Following consideration of the feedback on the HMRC mileage rates, it has been agreed that the proposals will be implemented.</p> <p>It is considered that the HMRC set rates are reasonable for reimbursement of car mileage expenses including the cost of maintaining a vehicle and fuel.</p> <p>Alternative modes of transport such as pool cars and electric vehicles will be considered and explored.</p> <p>HMRC allows for 5p passenger rate for up to a maximum of 4 passengers which will be payable if claimed. This increases mileage rates to a maximum of 65p per mile, where passengers are in the vehicle.</p>
Essential Car Users	

	<p>In total, 50 responses were received which commented upon the proposals for essential car users. 40 responses were against the changes, 5 responses were in support of the changes and the rest were either queries or questions.</p> <ul style="list-style-type: none"> • A large proportion of the responses were received were from those directly affected by the proposal. • A number of the responses raised that staff feel the essential car user removal was a reduction in pay which will have an impact on staff financial situations. • Many of the responses comment on the HMRC rate not being enough to cover wear and tear, depreciation or car insurance of a vehicle which needs to be used for work purposes. • A number of responses highlighted that though the proposal was to remove ECU, staff could benefit from the car leasing scheme. • Those in support of the proposal stated that HMRC rates were fair. • A number of proposed changes were submitted which included: <ul style="list-style-type: none"> - Essential Car User Allowance to be built into the salary of those who were previously entitled to the allowance which would ensure equity moving forward when it is removed and that there is no further erosion of salary for those who have been reliant on the fund. - Removal of ECU to be balanced with the removal from the contracts of the requirement to provide a car to carry out roles. - Proposal to review the posts and ascertain which jobs require it in the future. Only those who are deemed 'necessary' to carry out their role to have access to the allowance. - A) Review the existing SNC essential user matrix to ensure that only "high" mileage and users for essential business needs qualify B) Establish two rates of essential user allowance C) Ensure that an annual review of any essential user receiving the allowance is undertaken 	<p>Following consideration of the feedback and the negotiations with the Forum, it has been agreed that:</p> <p>All Essential Car User allowances and additional mileage rates will end with effect from 1 January 2020.</p> <p>For staff already in receipt of the allowance and whom meet the threshold of 1,800 miles, this allowance payment will be protected for a period of 18 months.</p> <p>During these 18 months, the organisation will work with Unison and staff to identify if a new approach is required moving forward.</p>
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	<p>It needs to be accepted that usage of one's car especially over rough terrain e.g. building sites and/or country roads does incur a greater risk of vehicle car damage and depreciation resulting in a significantly lower re-sale or trade-in value.</p> <ul style="list-style-type: none"> - Pool cars (low emission cars) to be introduced instead. - Protected pay to cover those losing ECU for a transition period. <p>UNISON response:</p> <ul style="list-style-type: none"> • UNISON do not support the removal of essential car user and asks for further work to be done on this to understand how staff who rely on their cars to complete their roles will continue to do this without the allowance. 	
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	Performance Related Pay/Salary Progression	
Pay-related	<p>In total, there were 59 responses with 16 in favour of the £250 and 11 against, with the common theme for against being the value. The remaining of the responses were either queries or proposals as follows:</p> <ul style="list-style-type: none"> • How has the value of £250 been arrived at? • Why is the £250 non-consolidated? • Will everyone get this regardless of when they started at the council? • Will there be a payment in 2020 or is this in lieu of this? • How is PRP and cost of living applied when staff are at the top of the grade? • Current PRP is part of current T&Cs, would applying something different in January 2020 be a breach of this. • Will the PRP be taxed? • Abolishing the current scheme without a firm replacement – this should have further negotiation, should have been negotiated on now • Proposals for consideration: Performance to be measured at a team level – if your team performs, then you get rewarded, Directors/ADs to have a small pot of money for individual performance bonuses throughout the year, small ‘thank you’ such as gift cards etc. • Proposed scheme needs to be less bureaucratic and much fairer in terms of payments. <p>Clarity requested on a team approach to performance.</p> <p>UNISON response:</p> <ul style="list-style-type: none"> • Supportive of the opportunity to develop a new performance management scheme. • Requests that the amount given to staff should be at least £500 per person pro-rata’d. 	<p>Following the consideration of the feedback and negotiation with the forum, it has been agreed that all staff will receive a £250 prorated ‘thank you’ one off payment, whilst a new performance management scheme is developed.</p> <p>Both Councils have a budget set aside for PRP payments and cost of living awards, but the amount and the approach to applying this across the two Councils is different. It was decided that a new approach needs to be developed across the two Councils, based on a joint performance scheme. In order to engage with all staff on this, it was agreed to do this after the consultation on terms and conditions.</p> <p>The £250 per person prorated will be available to all staff and will be taxed (any monetary bonus to staff has to be taxed).</p> <p>£250 per person prorated was derived from modelling work based on the existing budgets for both Councils and the average amount received by staff at both Councils in the existing models. In order to be equitable and fair, the proposal was for all staff to receive the same amount, no matter the grade or hierarchy. £250 is a fair amount for all staff and is actually exceeds our existing budgets set aside.</p> <p>Proposals put forward from staff such as measuring performance at a team level and small bonuses throughout the year will be considered as part of the development of a new approach in the new year.</p>

	Cost of living	
	<p>In total, there were 24 responses with 7 in favour of the proposed 2% and 4 against the proposal.</p> <p>The remaining of the responses were queries as follows:</p> <ul style="list-style-type: none"> • How long will the 2% be applied for, when will the scheme be fully reviewed? • Will the 2% be applied if you are on top of the salary spine? • Will the 2% be applied to the salary spine? • If the centrally negotiated 2% is more than 2% will the difference be honoured? • The 2% should be the guaranteed minimum. • The amount should be in line with inflation / cost of living. <p>UNISON response:</p> <ul style="list-style-type: none"> • Welcomes the proposal to pay staff at least 2% cost of living increase but asks that the final pay award agreed nationally in April 2020 is matched if it is above the 2% per annum. 	<p>Providing staff with a 2% cost of living increase is an interim measure which will be effective and paid in April 2020. The aim of implementing an interim measure is to give staff as much certainty as possible for the future, alongside providing time to develop a new scheme alongside a new performance management approach with staff.</p> <p>The 2% cost of living increase is applied to the pay spine (therefore the top and bottom of the pay spine will increase by 2%).</p> <p>This has been agreed with the Negotiation Forum.</p>
	Pay Day	
	<p>There were 21 responses with all stating that if there is a move in the date then this should be brought forward to the 20th of the month. No UNISON response was received in relation to this proposal.</p>	<p>If it becomes necessary to change either of the pay days you will be notified in advance of this.</p>
Overtime	Overtime	
	<p>In total, 116 responses were received which made comments on overtime and TOIL. All responses are against the change to time & half or double time.</p> <p>General questions/queries about overtime/TOIL:</p> <ul style="list-style-type: none"> • What does specific operational needs mean? • Hours worked outside normal business hours will only be paid at plain time which will reduce the willingness of staff to work on events 	<p>Consideration has been given to the overtime proposals. Overtime should be an absolute exception and it is important for staff to utilise the flexible working approaches where possible.</p> <p>Following the negotiation with the forum, the new arrangements have been agreed as follows:</p> <ul style="list-style-type: none"> • All overtime should be pre-planned and, therefore have the permission of your line manager prior to being undertaken.

	<ul style="list-style-type: none"> Proposed overtime restrictions in relation to banding and plain time for weekend working will have a negative impact on staff enthusiasm for weekend working. Not offering overtime at an enhanced rate will impact on willingness to work outside of core hours How does call out rates work in relation to overtime e.g. dangerous structures, building issues? Overtime is currently used to cover additional duties in services whereby flex isn't able to be provided i.e. depot and leisure Overtime should remain as an incentive for staff Removal of TOIL and overtime will have an impact on how the team can do the job that is needed, as much of the work is outside business hours Part of the willingness to do work outside of business hours is the recognition of that effort by being recompensed by receiving TOIL at a rate of 1.5 for meetings after 7.30pm weekdays and Saturdays and at a rate of 2.0 for Sundays. Proposed overtime restrictions in relation to banding and plain time for weekend working will have a negative impact on staff enthusiasm for weekend working. Business need means that systems updates and year end processes need to be run in evenings and at weekends to minimise the impact on the staff & the ability to use the systems – removal of TOIL and overtime will remove staff willingness Clarity on exception basis. <p>Depot</p> <ul style="list-style-type: none"> Depot staff are required to work most Saturdays because of a bank holiday, the proposal means a pay cut for the lowest paid staff Removal of overtime from Band C workers will have a critical effect on the operation of the Depot. The Depot are required to operate weekend working post Bank Holiday periods and unfortunately the rounds will not go out without maintenance cover from the 	<ul style="list-style-type: none"> All overtime should be based on business needs and only where other options such as flexible working have been exhausted or do not apply. Overtime rates only apply for hours above 37 per week and usually paid at plain time. Overtime will usually only apply as standard to those on Band C and below of the new salary pay spine, provisions have been made in the proposal below where exceptional business specific requirements may determine overtime is required but this is not expected to be a regular occurrence. For those on Band D-E, overtime should be exceptional and flexible working principles should apply. If flexible working cannot be applied, then agreement is required from the Assistant Director/Director/Senior Operational Manager on an exception basis for a defined service requirement. <p>The pattern of working for operational services differs greatly from the majority of other services we deliver as a Council and flexible working does not largely apply. As such overtime has been considered to ensure that operational needs of these services can be maintained.</p> <p>Further details on overtime can be found in the terms and conditions.</p>
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	<p>Workshop. Additionally, the full cohort of Workshop personnel is required to undertake weekend working post a Bank Holiday period that does not fall on a Monday (Xmas, Easter and VE day) as up to 23 rounds are required to run on a Saturday.</p> <ul style="list-style-type: none"> Petition from 90 staff at the Depot responding to the following: “we kindly ask you to consider our request to not implement cuts to overtime and to remove the wording from my job description implying I will have no choice but to undertake additional hours. <p>UNISON response:</p> <ul style="list-style-type: none"> UNISON opposes the removal of overtime rates above plain time for all staff. The branch believes that overtime should be voluntary for all staff and contracts should not be amended to allow any manager to insist that an employee work above 37 hours per week. UNISON requests that the Councils undertake a review of the duties carried out and paid at overtime rates to create a new overtime policy. 	
Other	Pay Protection	
	<p>In total, there were 60 responses which made comment on the proposals for pay protection. 6 were in support of the proposals, 34 were against the proposals, 11 put forward alternative options and the remaining were questions or queries.</p> <p>In summary the main focus of the majority of responses was around the disparity between the 3 year and 1 year protection between Broadland and South Norfolk employees in the interim period.</p> <p>In support</p> <ul style="list-style-type: none"> Recognise generous pay protection not realistic in this era 1 year pay protection generous- need to consider residents and future budget envelope. Proposal in line with current practice. 	<p>The Councils recognise that a large proportion of the feedback was based on the current disparity between the pay protection amounts for both Councils. As an employer, we want to be supporting our staff as much as possible, whilst also being responsible for our residents and spending council tax money wisely.</p> <p>Following negotiation, we have collectively agreed a new model for pay protection for existing staff in this current restructure and a new protection for January 2020 onwards.</p> <p>Recognising the disparity and our drive to support our existing staff, it has been agreed that all staff at Broadland and South Norfolk who are affected in this current restructure, will all receive a 3 year pay protection.</p>

	<p>Against</p> <ul style="list-style-type: none"> • A number of comments regarding disparity between 1 year BDC pay protection and SNC 3 year as per current T&Cs • Proposal does not make us an employer of choice • 3 years is enough time for people to find another job • Not fair that officers doing the same role after 1 year will be on different salaries <p>Alternative Proposals</p> <ul style="list-style-type: none"> • Suggestion to extend the pay protection by 2 years at SNC for all staff affected • Several responses proposing pay protection kept at 3 years. • Protected pay should receive a cost of living increase. • Need to offer better terms than neighbouring authorities • A couple of proposals to move to 2 year pay protection • Push start back for pay protection to April 2020- or be clear only applies to new starters. • Need to move to 1 year pay protection for all to make it fair for all staff. • Authority should continue to make pension contributions where protected salary is in place. • Variations of 2 year pay protection from 2020 and 1/2 year pay protection from 2021 <p>Queries</p> <ul style="list-style-type: none"> • Clarity on how PRP will be awarded if there is pay protection • Seeking reassurance that further restructures won't take place and staff won't be affected by changes. • Clarity if proposals are focussed on industry standard and/or financial savings • Proposal to increase SNC salary protection by 50% • Would be helpful to share rational • Clarity around 1.5 statutory multiplier on gov.uk <p>UNISON response:</p> <ul style="list-style-type: none"> • Believe the one year pay protection is too low. 	<p>An 18-month pay protection will come into effect on 1 January 2020.</p> <p>The interim PRP payment is non-consolidated, meaning that all staff will receive the same amount, whether they are on pay protection or not.</p>
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Redundancy	
<p>In total, there were 107 responses received which made comment on the proposals around the redundancy multiplier. 5 were in support of the proposals, 68 were against, 22 made alternative proposals and the remaining were questions or queries.</p> <p>In support</p> <ul style="list-style-type: none"> • Recognition that alignment required • Recognition that incredibly generous pay protection not realistic in current era • Need to save money and think about the public purse • Multiplier proposed is generous <p>Against</p> <ul style="list-style-type: none"> • Number of queries about why reduce the multiplier if there are not any redundancies • Redundancy multiplier not an employer of choice • Shouldn't change redundancy at this stage <p>Alternative proposals</p> <ul style="list-style-type: none"> • SNC should adopt BDC multiplier • Suggestions to move to 1.6 multiplier • Proposal to move to 1.9 multiplier • Only make changes for new staff • Suggestion to move to 1.5 multiplier • Suggestion of a gradual decrease <p>Queries</p> <ul style="list-style-type: none"> • Clarity around what unbroken service means in regard to redundancy • Concerns around redundancies in the future • Queries around rational for the changes – e.g. savings <p>UNISON response:</p> <ul style="list-style-type: none"> • Disagrees with the proposal on the multiplier. Requests a multiplier of 2.2 for all staff to be adopted. 	<p>Following the feedback received and through negotiations with the Negotiation Forum, the proposal on redundancy multiplier has been revised. As outlined in the feasibility study, we are working on the presumption of no redundancies. Alongside this, as a Council, we have the responsibility to ensure our budgets and MTFP are safeguarded for the future.</p> <p>Taking this into account, the final negotiated position on redundancy multiplier is as follows:</p> <p>Both Councils will have a designated redundancy multiplier of 1.6 from 1 January 2020 for a period of 2 years.</p> <p>From 1 January 2022, the designated redundancy multiple will move to 1.4. This applies to all staff.</p>

Professional Fees	
<p>There was a mixed response to the proposal around professional fees. In total, 53 response were received, 15 were in support of the proposals, 30 were against the proposals and the rest were either questions or queries.</p> <ul style="list-style-type: none"> The majority of those who disagreed with the proposals, did not disagree on the principle of reimbursement of fees, but suggested that instead of being considered case by case, it should be as suggested below: <ul style="list-style-type: none"> If a professional membership is required for a job role (e.g. in the role profile as essential criteria), then the Councils should reimburse the cost, instead of being on a case by case basis. Those in support of the proposal welcomed the possibility of professional fees being reimbursed. There were a few comments on ensuring that the criteria is transparent and open for people to see. <p>UNISON response:</p> <ul style="list-style-type: none"> Requests that if a job description has professional membership as an essential criteria, then these should be automatically paid by the employer. 	<p>As an employer, we have a responsibility to ensure that our staff have the right training and memberships where required. Following consideration of the feedback, the proposal has been amended to reflect the key themes.</p> <p>Professional fees include professional memberships. These will automatically be paid for those roles that are statutory. All other professional memberships will be considered at the discretion of the Director/Assistant Director in liaison with the HR Lead, as per service requirements.</p>
Notice Periods	
<p>In total, 7 responses were received which commented upon notice periods. 4 were in support of the proposals, 2 were against and 1 was a query/question on the proposal. Feedback included:</p> <ul style="list-style-type: none"> Mixed view on whether band E should be 1 or 2 months notice. Potential for managers to have discretion in terms of the notice periods when needed. <p>UNISON response:</p> <ul style="list-style-type: none"> UNISON is in support of the notice period proposals but ask that the notice periods should not be subject to caveats. 	No changes made to this proposal.
Relocation	
In total, there were 2 responses to the proposal for relocation, both were supportive of the proposals.	No changes made to the proposals on relocation.

<p>UNISON response:</p> <ul style="list-style-type: none"> • Accepts the proposal. 	
Market Supplements	
<p>In total, 10 responses were received to the proposal on market supplements. 3 were in support, 3 were against and the rest were questions or queries. Feedback included:</p> <ul style="list-style-type: none"> • A few respondents commented that market supplements should not be necessary if the Councils are paying the market rate for certain roles and that this could cause inconsistency in salaries across similar roles. • Those in support of the proposals for market supplements said that it was necessary to retain and recruit hard to fill roles. <p>UNISON response:</p> <ul style="list-style-type: none"> • UNISON are in support of the proposal and ask that where market supplements are approved, the councils should undertake regular equality monitoring with UNISON. 	<p>Taking the feedback into consideration, no changes were made to the proposals on market supplements.</p> <p>Market supplements are required for some 'hard to recruit' to roles or to retain suitably qualified or experienced employees. This doesn't necessarily mean that market rates are not being paid, but it could mean that there is a shortage of a particular skill set or experience.</p>
Tea/Coffee	
<p>In total, 37 responses were received which made comments on the proposal for tea and coffee. 23 were in support of the proposals, 11 were against and the rest were questions/queries. Feedback included:</p> <ul style="list-style-type: none"> • Free tea/coffee is highly valued and seen as a benefit to staff. Many have asked for this not to be via vending machines. • Those against the proposals have highlighted that free tea and coffee could have an impact on the canteens at both sites and should council tax payers be paying for free tea and coffee for staff. <p>Alternative proposals put forward:</p> <ul style="list-style-type: none"> • Vending machines • Free fruit instead of tea and coffee • Staff to pay in for the tea and coffee so tax payers are not picking up the bill 	<p>Following the consideration of the feedback, as an interim measure as we look at the wider catering provisions, we will be implementing free tea and coffee at all South Norfolk Council sites. The vending machines at Broadland will remain as is.</p> <p>We will be considering other proposals put forward, outside of the terms and conditions.</p>

	<ul style="list-style-type: none"> • Small dishwashers for mugs • Subsidised canteen instead • Chilled drinking water <p>No UNISON response received on these proposals.</p>	
Flu Jabs		
	<p>In total, there were 17 responses which made comments on the flu jab proposals. 7 were supportive of the proposals, 1 was against and the rest were questions or queries.</p> <ul style="list-style-type: none"> • The majority of staff who responded to this proposal were in support but asked whether the flu jabs would be free for staff and paid for by the Councils. <p>Additional proposals put forward:</p> <ul style="list-style-type: none"> • Free eyesight/hearing tests <p>No UNISON response received on these proposals.</p>	<p>Following consideration of the feedback on Flu Jabs, it has been agreed that the proposals will be implemented.</p> <p>Both Councils already have free eye care vouchers and we will be looking into a hearing voucher scheme in the coming months.</p>
Occupational Health, Physiotherapy & other associated services		
	<p>There were 5 responses made which made comments on occupational health, physiotherapy and other associated services. 2 were in support of the proposals and the rest were questions/queries.</p> <p>There were minimal responses made to these proposals. The main query from staff on these proposals were: can counselling services be taken during work time and is this included under occupational health?</p> <p>No UNISON response received on these proposals.</p>	<p>Following consideration of the feedback on occupational Health, Physiotherapy & other associated services, it has been agreed that the proposals will be implemented. This contract is in place for BDC and will be extended to SNC staff.</p> <p>A comprehensive employee assistance programme will be provided through the new benefit scheme which would include counselling services. It is accepted that counselling is a very personal matter. If an individual's appointment falls into work time that is fine from an organisational perspective however the individual would need to make the reason for absence known to their line manager.</p>

	Social Club	
	<p>Feedback included:</p> <ul style="list-style-type: none"> Those that responded to proposals on social clubs welcomed that the two approaches were being reviewed to bring them together for all staff. Mixed response was received, with some staff asking for the social clubs to be voluntary if staff have to pay to be a member and the other option of all staff being members and this being subsidised by the councils. A key theme arising was that staff want a wider variety of benefits through the social club. <p>No UNISON response received on these proposals.</p>	<p>Work is underway to bring the two Sports and Social Clubs together, with all staff being considered members rather than having an opt in system.</p> <p>The Sport and Social Clubs across both sites are leading on the work to combine the Clubs together with immediate effect.</p>
	Childcare	
	<p>In total, minimal responses were received on the proposals around childcare. Feedback included:</p> <ul style="list-style-type: none"> Supportive and welcoming of the proposal, Tots2Teens seen as a valuable service for staff Some concerns around the cap on number of spaces for Tots2Teens. <p>No UNISON response received on these proposals.</p>	<p>Following consideration of the feedback on Childcare, it has been agreed that the proposals will be implemented.</p>
Third Party Staff Benefit Schemes	Third Party Staff Benefit Schemes	
	<p>Benefits Scheme</p> <p>In total, there were 38 responses which made comment on the benefit scheme. The majority of respondents (23) would use the benefit scheme as opposed to 4 who would not.</p> <p>Feedback included:</p> <ul style="list-style-type: none"> The scheme seems to have a focus on national not geographic discounts Clarity required on how it would work in practice Confidence on cost to the Council with some saying would happily pay and others indicating they would not 	<p>Feedback on the benefit scheme proposals were positive. We are therefore in process of procuring a scheme which will be effective early in the new year</p>

	<p>Feedback included a number of additional proposals for the staff benefit scheme:</p> <ul style="list-style-type: none"> • Discounted Gym membership • Eye & hearing tests • Car share/pool cars • Car loan/cycle to work scheme etc <p>No UNISON response received on these proposals.</p>	
	<p>Car Lease Scheme</p> <p>In total, 59 responses were received which made comment on the proposal for a car lease scheme. 36 of 59 responders were positively in favour of the introduction of a car lease scheme particularly around environmental friendly vehicles.</p> <p>5 responders did not think the scheme was a viable option.</p> <p>Feedback included:</p> <ul style="list-style-type: none"> • Charging points required at main offices for electric vehicles • Introduction of electric pool cars would be a benefit • Consideration to be given to other modes of transport • Would like retention of car loan scheme in addition to car lease. <p>No UNISON response received on these proposals.</p>	<p>Feedback on the proposals were on the whole positive. We are therefore in process of procuring a scheme.</p>
	<p>AVC Wise Pension</p> <p>In total, 16 responses were received which made comment on the ACV Wise Pension scheme proposals. 13 were positive about the scheme and the remaining would like further details on the scheme.</p> <p>No UNISON response received on these proposals.</p>	<p>Feedback on the proposals were on the whole positive. We are therefore in process of procuring a scheme.</p>
Salary Pay Spine	Salary Pay Spine	
	<p>In total, 127 responses were received which made comments on the pay spines. 40 were in support of the proposal and 11 were against.</p> <p>All other responses were in relation to queries:</p> <ul style="list-style-type: none"> • How will you move onto the new pay spine? • How do you move through the band? • SNC staff will be getting the higher paid jobs • Why aren't we moving onto NJC pay spines? • How do you move between bands i.e. from Band D to Band E? 	<p>Following consideration of the feedback, and negotiation with the forum, it has been collectively agreed that we will implement the new salary pay spine. The pay spine was designed to remove the disparity within the pay bands created by overlapping grades.</p> <p>In response to some of the queries:</p> <p>Where staff will be mapped onto the new pay spine will depend upon whether they are being assimilated, ring fenced or applying through a competitive process. Staff who are being assimilated,</p>

	<ul style="list-style-type: none"> • The salary structure for Assistant Directors, Directors and Managing Director should also be shown • How does career progression work? • Requests for understanding peoples career pay? • Will the bands be adjusted in terms of cost of living increases? • There should be overlapping salary bands. <p>UNISON response:</p> <ul style="list-style-type: none"> • Welcomes the removal of gaps between the pay grades • Asks for an alternative option which was modelled to be adopted. 	<p>will be mapped across onto the new pay spine on their current salary (pay protection may apply).</p> <p>A new performance management scheme will define the process for moving through the pay bands and this will be developed in the coming months with staff.</p> <p>As the pay award is applied, both the top and bottom of the bands will increase (e.g. by 2%).</p>
Job Families	<p>Job Families</p> <p>In total, there were 108 responses received which made comment on the job family proposals. There was generally a high level of support for the job families which provides clarity for how roles are classified and provides opportunities for career progression. Some clarification required on how evaluation has taken place.</p> <p>Feedback included:</p> <p>In support</p> <ul style="list-style-type: none"> • Job families good way of assessing roles • Like how they are laid out and are structured and work well for areas • Good opportunities for progression • Clear and concise • Like split between manager and specialist • Good that are paid for their role not their length of service. <p>Against</p> <ul style="list-style-type: none"> • Descriptions too restrictive • Job families are pointless. <p>Proposals</p> <ul style="list-style-type: none"> • For an additional management layer • ADs, Directors and MD should incorporated. • Should be greater gaps between the job families in terms of pay. <p>Queries</p> <ul style="list-style-type: none"> • How the percentage for external communication is evaluated 	<p>No changes made to the proposals on job families.</p>

	<ul style="list-style-type: none"> • How jobs are categorised into job families and if this has been done correctly. • Clarity required between specialise and senior specialist • Clarity around what significant means • Difference between managing/supervising job families • How have the categorisation of roles been considered independently. <p>No UNISON response received on these proposals.</p>	
Values and Behaviours	Values and Behaviours	
	<p>147 responses were received which made comment on the proposed values and behaviours. The majority of responses were positive and welcoming the opportunity to have joint aspirations for 'One Team'.</p> <p>Feedback included:</p> <ul style="list-style-type: none"> • Some suggested alternative wording over exceed expectations to ensure measurability. • A number felt that the proposals reflects the cultural change that is already happening while recognising that is in many instances this is how both Councils work now so a positive building block • Recognition that this need to be kept 'live' through communication channels other than screen savers etc <p>No UNISON response received on these proposals.</p>	<p>No changes made to the proposals on values and behaviours.</p> <p>Moving forward as one team, shared values and behaviours will be important when embedding our one team way of working and ethos. The positive comments on the proposals were welcomed and the final version will be used to develop a new People Strategy for the organisation.</p>

Appendix B - Terms and Conditions Matrix

Absence				
Area	Broadland Existing T&Cs	South Norfolk existing T&Cs	Initial proposed T&Cs	Negotiated T&Cs
Hours of Work	37 hours per week with part time staff being paid and taking holiday at a pro rata amount of this. Commence from start date of employment	37 hours per week with part time staff being paid and taking holiday at a pro rata amount of this. Commence from start date of employment	A standard working week remains at 37 hours, with part-time staff being paid and taking holiday at a pro rata amount.	A standard working week is 37 hours, with part-time staff being paid and taking holiday at a pro rata amount. Commence from start date of employment
Annual Leave Entitlement	Annual leave for new employees – 22 days Annual leave after 5 years' service – 27 days or 28 days with 2 years BDC service	Annual leave for new employees – 23 days Annual leave after 5 years' service – 28 days	New starters will receive 25 days and move to 28 days on completion of five years of employment. The leave entitlement is in addition to bank holidays falling within an employee's leave year. Leave entitlement for employees joining or leaving the authority will be proportionate to their completed service during the leave year. Directors and Assistant Directors receive 30 days of leave from date of joining/commencement.	New starters will receive 25 days and move to 28 days on completion of five years continuous local government employment. The leave entitlement is in addition to bank holidays falling within an employee's leave year. Leave entitlement for employees joining or leaving the authority will be proportionate to their completed service during the leave year. Directors and Assistant Directors receive 30 days of leave from date of joining/commencement.
Buying and Selling Leave	Buying leave - Up to 5 days paid over 12 months. Selling leave - Up to 5 days paid over 12 months.	Buying leave - Up to 5 days paid over 3 months. Selling leave - Not able to sell leave.	Purchase of Holiday: All employees are encouraged to take their full holiday entitlement each year. Employees will be able to purchase additional holiday with agreement	Purchase of Holiday: Employees will be able to purchase additional holiday with agreement from their line manager, provided there is organisational cover in place.

			<p>from their line manager, provided there is organisational cover in place.</p> <p>Selling Leave: Employees will also be able to sell purchased leave back to the Council, however you will not be able to sell leave that is part of your contractual entitlement.</p> <p>Exceptions to these arrangements may apply in the case of long-term absence.</p>	<p>Selling Leave: Employees will also be able to sell purchased leave back to the Council, however you will not be able to sell leave that is part of your contractual entitlement.</p> <p>Exceptions to these arrangements may apply in the case of long-term absence.</p>
Carry Over	<p>If you have 22 days annual leave entitlement you can carry over 2 days</p> <p>If you have 28 days annual leave entitlement you can carry over 8 days</p>	<p>If you have 23 days annual leave entitlement you can carry over 3 days</p> <p>If you have 28 days annual leave entitlement, you can carry over 5 days</p>	<p>It is possible to carry over a maximum of your working week into the next holiday year.</p> <p>For example, if you work 37 hours per week, you can carry over a maximum of 37 hours.</p> <p>If you work 20 hours per week you can carry over a maximum of 20 hours.</p> <p>These should be taken in the first three months of your new leave year.</p>	<p>It is possible to carry over a maximum of your working week into the next holiday year.</p> <p>For example, if you work 37 hours per week, you can carry over a maximum of 37 hours.</p> <p>If you work 20 hours per week you can carry over a maximum of 20 hours.</p> <p>These should be taken in the first three months of your new leave year.</p>
Special Leave	<p>Up to 6 days at the Head of Service discretion</p> <p>3 extra days for public duties</p>	<p>Up to 3 days at the managers discretion.</p>	<p>Up to six days special leave is available with Assistant Director discretion for exceptional circumstances e.g bereavement and</p>	<p>Up to 6 days special leave is available with Assistant Director discretion for exceptional circumstances e.g bereavement.</p>

			is inclusive of public duties. Any alternative arrangement will be on an exception basis.	<p>Up to 3 days may be given for public duties, with Assistant Director approval.</p> <p>Any alternative arrangement will be on an exception basis</p>
Flexible Working	<p>Pattern: No core times. Flex time accrued between 8:00 - 18:00</p> <p>Can take 1 flex day per month</p> <p>Recording of flex time on flex sheet</p>	<p>Pattern: Start between 7:30 - 10:00 Lunch 12:00-14:00 Finish 16:00-18:30</p> <p>Can carry over 16 hours and run into debit by 8 hours</p> <p>Can take 2 flex days per flex period.</p> <p>Recording of flex time on flex sheet.</p> <p>Leisure or Depot do not have flex time.</p>	<p>The proposal was to move to a more unstructured flexible working approach.</p> <p>The consultation set out two different models for staff consideration: a structured approach and an unstructured approach.</p>	<p>An unstructured approach to flexible working is adopted by the councils. Where operationally possible, all employees will be given the opportunity to work their hours flexibly with the aim of improving work life balance. This means any work and life clashes are covered off during the working week. A healthy working policy will be developed over the coming months.</p> <p>Staff are able to opt into a structured approach to flexible working, it is expected that if staff opt into the structured approach a timesheet is completed, which will be provided by the organisation.</p> <p>The timesheet must be submitted to your line manager at the end of each four week period, with credit hours at a maximum of 16 and debit hours at maximum of 8.</p> <p>If staff then wish to opt out of the structured approach, this is with the agreement of their line manager.</p> <p>See the full terms and conditions for more information.</p>

Sickness Entitlement	<p>>4 months = 1 months Full Pay</p> <p>4 months – 1 year: 1 months Full Pay + 2 months Half Pay</p> <p>during 2nd year: 2 months Full Pay + 2 months Half Pay</p> <p>during 3rd year: 4 months Full Pay + 4 months Half Pay</p> <p>during 4th and 5th year: 5 months Full Pay + 5 months Half Pay</p> <p>after 5 years: 6months Full Pay + 6 months Half Pay</p>	<p>>4 months = Statutory Sick Pay Only</p> <p>4 months – 2 years: 1 months Full Pay + 2 months Half Pay</p> <p>on/after 2 years: 2 months Full Pay + 2 months Half Pay</p> <p>on/after 3 years: 4 months Full Pay + 4 months Half Pay</p> <p>on/after 4 years: 5 months Full Pay + 5 months Half Pay</p> <p>on/after 5 years: 6 months Full Pay + 6 months Half Pay</p>	<p>Less than 4 months service – Statutory sick pay only</p> <p>4 months up to 2 years - 1 months full pay + 2 months half pay</p> <p>On or after 2 years -2 months full pay + 2 months half pay</p> <p>On or after 3 years - 4 months full pay + 4 months half pay</p> <p>On or after 4 years - 5 months full pay + 5 months half pay</p> <p>On or after 5 years - 6 months full pay + 6 months half pay</p>	<p>Less than 4 months service – Statutory sick pay only (occupational sick pay will not <u>normally</u> be paid)</p> <p>4 months up to 2 years - 1 months full pay + 2 months half pay</p> <p>On or after 2 years -2 months full pay + 2 months half pay</p> <p>On or after 3 years - 4 months full pay + 4 months half pay</p> <p>On or after 4 years - 5 months full pay + 5 months half pay</p> <p>On or after 5 years - 6 months full pay + 6 months half pay</p>
Travel				
Area	Broadland Existing T&C's	South Norfolk existing T&C's	Initial proposed T&Cs	Negotiated T&C's
Mileage Rates	<p>HMRC rates:</p> <p>First 10,000: 45p per mile</p> <p><10,000: 25p per mile</p> <p>Motorcycle: 24p per mile</p>	<p>HMRC rates:</p> <p>First 10,000: 45p per mile</p> <p><10,000: 25p per mile</p> <p>Motorcycle: 24p per mile</p>	<p>Reasonable business travel will be reimbursed at HMRC rates, which are:</p>	<p>Reasonable business travel will be reimbursed at HMRC rates, which are:</p> <p>Cars: 45p per mile for the first</p>

	Able to claim for travel to other offices for additional mileage over and above normal travel to their primary location even when working for the full day.	Able to claim for travel to other offices for additional mileage over and above normal travel to their primary location even when working for the full day.	<p>Cars: 45p per mile for the first 10,000 miles travelled in the tax year. 25p for every additional mile thereafter.</p> <p>Motorcycles: 24p per mile for any distance travelled in the tax year.</p> <p>Bicycles: 20p per mile for any distance travelled in the tax year</p>	<p>5p can be claimed per passenger 10,000 miles travelled in the tax year. 25p for every additional mile thereafter.</p> <p>Motorcycles: 24p per mile for any distance travelled in the tax year.</p> <p>Bicycles: 20p per mile for any distance travelled in the tax year.</p>
Essential Users	<p>£1,239 per annum (not pro rata for part time staff)</p> <p>Essential user's mileage rates: 451-999cc: 36.9p per mile 1000-1199cc: 40.9p per mile 1200-1450cc: 50.5p per mile</p> <p>If terms of employment change this reverts to HMRC rates.</p>	<p>£963 per annum (pro rata for part time staff). This is reviewed annually.</p> <p>Essential user's mileage rates: Casual mileage rate applies: First 10,000: 45p per mile <10,000: 25p per mile Motorcycle: 24p per mile</p>	<p>In line with the general local government trend it is proposed that all essential car user allowances and additional mileage rates will end with effect from 1st April 2020.</p> <p>This will provide equity across both Councils. Broadland commenced the phasing out of this allowance in 2008. Mileage rates will be paid as per the rates outlined above.</p>	<p>All essential car user allowances and additional mileage rates will end with effect from 1st January 2020.</p> <p>For staff already in receipt of the allowance and whom meet a threshold of 1,800 miles, this payment will be protected for a period of 18 months.</p> <p>During these 18 months, the organisation will work with Unison and staff to identify if a new approach to this is required moving forward.</p>
Pay Related				
Area	Broadland Existing T&C's	South Norfolk existing T&C's	Initial proposed T&Cs	Negotiated T&C's
Performance Related Pay (PRP)/Salary Progression Scheme	The scheme at Broadland District Council is applied in July (not backdated to April). The scheme is integrally linked with the Annual review cycle and relates directly to the performance rating of each individual	The scheme at South Norfolk Council is applied in June/ July and backdated to the start of the financial year in April. The scheme is integrally linked with the Annual review cycle and relates directly to the	<p>Both Councils currently have their own annual PRP scheme.</p> <p>To provide an opportunity for the Councils to fully consider a suitable salary progression scheme against the new pay spine we are proposing</p>	To provide an opportunity for the Councils to fully consider a suitable salary progression scheme against the new pay spine we are ending the current schemes to enable a new approach to be developed.

	<p>based on the year's performance. Varying percentage increases are applied to the salaries of staff, depending on the Standard Merit Unit (SMU) and the percentage thereafter ranges depending on where each individual is on the pay spine. Award is not given to those at the top of the grade.</p>	<p>performance rating of each individual based on the year's performance. Varying percentage increases are applied to the salaries of staff (Ranging from 0% to 4%) but once an individual is at the top of the grade the percentage is delivered in the form of a non-consolidated one-off payment.</p>	<p>to end the current schemes to enable a new approach to be developed.</p> <p>While the scheme is developed, an interim one-off, non-consolidated, pro rata payment of £250 will be implemented for 2020 and paid in January 2020. This will be the same for all staff, regardless of level of seniority. The payment is a thank you to all staff for their hard work over the year and will be paid as the one team structures come into place.</p> <p>A new scheme will be developed and consulted on in the near future.</p>	<p>While the new scheme is in development, an interim one-off, non-consolidated, pro rata payment of £250 will be implemented for 2020 and paid in January 2020 in replacement of the 2020 PRP scheme.</p> <p>A new scheme will be developed and consulted on in the near future in readiness for 2021</p>
<p>Cost of living increase to salary and/or bands (Pay Award)</p>	<p>Advised by Inbucon. Currently 2% for both cost of living and PRP.</p>	<p>Follows NJC pay award scheme. This is paid in addition to any PRP payments</p>	<p>It is proposed to adopt an interim 2% cost of living increase, effective from April 2020 (which mirrors previous years NJC increases) to ensure this is also applied equally across both Councils.</p>	<p>We will be adopting a 2% cost of living increase for all staff across both Councils, effective from April 2020.</p> <p>This is a one-year local agreement, to provide staff with certainty, whilst the Councils work with Unison to review the pay award for future years.</p>

Pay Day	Monthly 20 th unless this is a weekend then the Friday before	Monthly by 25 th Paid the Friday before where pay day falls on a weekend	The day on which you are currently paid will remain the same for each authority until the payroll functions and processes across the two Councils are aligned.	<p>The day on which staff are currently paid will remain the same for each authority until the payroll functions and processes across the two Councils are aligned, this is:</p> <ul style="list-style-type: none"> SNC - Monthly by 25th Paid the Friday before where pay day falls on a weekend BDC - Monthly 20th unless this is a weekend then the Friday before <p>A single HR and payroll system is being developed and the payroll element for this will be implemented on 1 April 2020.</p> <p>Should a change be made to the pay day date, staff will be notified of the change well in advance. During the transition period, where necessary, consideration will be given to making one-off advance payments.</p>
Overtime				
Area	Broadland Existing T&C's	South Norfolk existing T&C's	Initial proposed T&Cs	Negotiated T&C's
For 37hrs + week	<p>Time and a half up to BDC grade 9 for hours worked before 6.30 a.m and after 7.30 p.m.</p> <p>TOIL given above BDC grade 9</p>	<p>Time and a half up to SNC band 12</p> <p>Plain time above SNC band 12 in exceptional circumstances or TOIL</p>	<p>Overtime will only apply to those on Band C and below of the new salary pay spine, unless agreed by the Assistant Director/Director on an exception basis for specific work.</p> <p>All overtime should be pre-planned and, therefore, have the permission of</p>	<p>Leisure:</p> <ul style="list-style-type: none"> All overtime will be paid at plain rate for hours where flexible working does not apply Where there is a specific exceptional business requirement, overtime at a rate of 1.5 can be applied, where 37 hours or more have been worked with

	Part time staff must have worked over 37 hours to get the enhanced rate.	Part time staff must have worked over 37 hours to get the enhanced rate.	<p>your line manager prior to being undertaken.</p> <p>It is anticipated that overtime would only be used once flexible working options have been exhausted and with prior arrangement from your line manager.</p>	<p>Assistant Director/Director/Senior Operational Manager approval.</p> <ul style="list-style-type: none"> • Double time can only be used with prior agreement from the Managing Director (or delegated approval) <p>Depot:</p> <ul style="list-style-type: none"> • For those on Band C or below, all overtime will be paid at plain rate for hours above 37+ where flexible working does not apply • For those on Band D and above, overtime should be an exception as flexible working principles should apply in the first instance. If flexible working cannot be applied, then agreement is required from the Assistant Director/Director/Senior Operational Manager on an exception basis for a defined service requirement. • For refuse collections relating to Bank Holiday catch up only a rate of 1.5 for all involved • Double time can only be used with prior agreement from the Managing Director (or delegated approval) <p>All other areas</p> <ul style="list-style-type: none"> • For all other business areas flexible working should be considered in the first instance • For those on Band C or below, all overtime will be paid at plain rate for hours above 37+ where flexible
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				<p>working does not apply or where it has been exhausted.</p> <ul style="list-style-type: none"> For those on Band C or below, where there is a specific exceptional business requirement, overtime at a rate of 1.5 can be applied with Assistant Director/Director/Senior Operational Manager approval. For those on Band D-E, overtime should be exceptional and flexible working principles should apply. If flexible working cannot be applied, then agreement is required from the Assistant Director/Director/Senior Operational Manager on an exception basis for defined service requirement and will be paid at plain rate. Double time can only be used with prior agreement from the Managing Director (or delegated approval)
Saturdays	<p>Time and a half for up to BDC grade 9</p> <p>TOIL above BDC grade 9</p>	<p>Time and a half up to SNC band 12</p> <p>Plain time above SNC band 12 in exceptional circumstances or TOIL</p> <p>Part time staff must have worked over 37 hours to get the enhanced rate</p>	<p>Overtime on a Monday to Saturday will be paid at Plain Time, (unless a specific operational need is identified. Examples of this may include operational depot cover due to unforeseen circumstances such as inclement weather).</p>	As above.

Sundays/BH	<p>Sundays: Double time up to BDC grade 9</p> <p>TOIL above BDC grade 9</p> <p>Bank Holidays: plain time plus an extra day (TOIL)</p>	<p>Double time up to SNC band 12</p> <p>Plain time above SNC band 12 in exceptional circumstances or TOIL</p> <p>Part time staff must have worked over 37 hours to get the enhanced rate</p>	<p>Overtime on a Sunday/Bank Holiday will be paid at Plain Time (time and half if a specific operational need is identified).</p>	As above.
Working Arrangements				
Area	Broadland Existing T&C's	South Norfolk existing T&C's	Initial proposed T&Cs	Negotiated T&C's
Protections	Up to 3 year salary protection as negotiated	1 year salary protection	<p>Both Councils will move to a 1-year salary protection period. This new protection period will come into effect from 1 April 2020. All staff receiving salary protection on the new scheme will be entitled to any non-consolidated payments, however the salary protection element would not incur cost of living increase.</p> <p>On this basis, the overall salary amount that is protected is frozen whilst your new substantive salary increases e.g., through cost of living, rise.</p> <p>The current arrangements for salary protection (three years for Broadland District Council and one year for</p>	<p>All Staff who are currently affected negatively in their pay in the current restructure will be protected for a period of 3 years. This is an increase of 2 years for those on a South Norfolk contract and guarantees staff on a Broadland contract the maximum of 3 years.</p> <p>Both Councils will move to an 18-month salary protection period from 1 January 2020. All staff receiving salary protection on the new scheme will be entitled to any non-consolidated payments, however the salary protection element would not incur cost of living increase.</p>

			<p>South Norfolk Council) will be applied for existing staff where changes to salaries are made prior to 1 April 2020.</p> <p>After this date changes made to salaries resulting in pay protection will receive pay protection for one Year, as per the new salary protection period.</p>	
Other				
Area	Broadland Existing T&C's	South Norfolk existing T&C's	Initial proposed T&Cs	Negotiated T&C's
Redundancy	<p>Redundancy is based on statutory calculation using age and length of service.</p> <p>Multiplier: 2.2 multiplier and actual week's pay used</p>	<p>Redundancy is based on statutory calculation using age and length of service.</p> <p>Multiplier: 1.6 multiplier and actual week's pay used</p>	<p>Both Councils will move to a designated redundancy multiplier of 1.2. For existing staff this will come into effect from 1 April 2020 and immediately for new staff appointed on or after 2 January.</p>	<p>Redundancy is based on statutory calculation using age and length of service.</p> <p>Multiplier: Effective for Both Councils will have a designated redundancy multiplier of 1.6 from 1 January 2020 for a period of 2 years. From 1 January 2022, the designated redundancy multiplier will move to 1.4.</p>
Professional Fees	Not currently paid.	Not currently paid.	Reimbursement of professional memberships will be considered on a case by case basis, if through this membership the Employee is adding value to the organisation.	<p>Reimbursement of professional memberships will be paid by the Council if there is a mandatory requirement to carry out a statutory role.</p> <p>All other professional memberships will be considered at the discretion of the Director/Assistant Director in liaison with</p>

				the HR Lead and will be determined based on specific service requirements.
Notice Periods	Grade 1-4: 3 months Grade 5-9: 2 months Grade 13-10: 1 month	Band 5-1A: 3 months Band 11 - 6: 2 months Band 16 - 12: 1 month Key Operational roles are 3 months	Band E & below: 1 month Band F to J: 2 months, unless operational requirements dictate more is required Director/Assistant Director: 3 months	Band E & below: 1 month Band F to J: 2 months (Unless operational requirements dictate more is required, where this is required agreement will be reached with the employee upon offer and acceptance of the role) Director/Assistant Director: 3 months
Relocation	An allowance of up to £4,000 (or 25% of starting salary, whichever is the lower) is available to employees who need to relocate in order to take up an appointment with the Council. The maximum level of relocation allowance available for rent/B&B in order to facilitate the employee relocating is £600.	Up to £8,000	The Councils can pay up to a maximum of £8,000 for relocation, as per HMRC guidelines.	The Councils can pay up to a maximum of £8,000 for relocation, as per HMRC guidelines.
Market Supplements	None.	Only available for CNC.	For some posts it may be necessary to apply a market supplement in order to recruit or retain suitably qualified and experienced employees in certain occupations to meet the needs of the service. A pre-requisite to formal consideration of a market supplement will be based	For some posts it may be necessary to apply a market supplement in order to recruit or retain suitably qualified and experienced employees in certain occupations to meet the needs of the service. A pre-requisite to formal consideration of a market supplement will be based on

			<p>on recruitment, retention or 'market un-competitiveness' difficulties.</p> <p>All supplements will be reviewed on an annual basis to consider the necessity to maintain these and the rates applied.</p>	<p>recruitment, retention or 'market un-competitiveness' difficulties.</p> <p>All supplements will be reviewed on an annual basis to consider the necessity to maintain these and the rates applied.</p>
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Appendix C – Section 113 Agreement

DATED

BROADLAND DISTRICT COUNCIL

and

SOUTH NORFOLK DISTRICT COUNCIL

SECTION 113 AGREEMENT

for

OFFICERS WORKING ACROSS BOTH AUTHORITIES

THIS AGREEMENT is made the day of 2019

BETWEEN

- (1) Broadland District Council of Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich, Norfolk, NR7 0DU ("Broadland") and
- (2) South Norfolk District Council of Cygnet Court, Long Stratton, Norfolk, NR15 2XE ("South Norfolk")

each a "Council" and together the "Councils"

WHEREAS

- (A) In order to provide more cost effective services and ensure that the Councils have access to the widest possible expertise the Councils have agreed to collaborate upon the basis set out in this Agreement.
- (B) The Councils agree that such an arrangement would contribute to the promotion and improvement of the economic well-being of their respective areas as provided under sections 1 and 2 of the Local Government Act 2000.
- (C) At their respective Council meetings in December 2018 the Parties decided by various resolutions to create a shared Joint Management Team for Broadland and South Norfolk and the newly formed Joint Management Team Structure is set out in Schedule 1 to this Agreement.
- (D) At their respective Council meetings in July 2019 the Parties resolved to enter into this Agreement which set out how the Councils will collaborate and work together.
- (E) This Agreement is made pursuant to the powers given to local authorities under sections 112 and 113 of the Local Government Act 1972 together with the general power within section 2 of the Local Government Act 2000 and the section 1 of the Localism Act 2011.
- (F) Pursuant to Section 113 of the Local Government Act 1972, the Councils agree that the services of an officer of Broadland may be placed at the disposal of South Norfolk and for that officer to be treated as an officer of South Norfolk and an officer of South Norfolk may be placed at the disposal of Broadland and for that officer to be treated as an officer of Broadland.
- (G) Nothing in this Agreement has (or is intended to have) the effect of transferring statutory functions from Broadland to South Norfolk or vice versa and the Councils may only delegate their statutory functions to each other pursuant to section 101 of the Local Government Act 1972 and the Local Authority (Arrangement for the Discharge of Functions) (England) Regulations 2012 made under s.9EA of the Local Government Act 2000 as amended. In the event that the Councils agree to enter into such an

arrangement it will be recorded in a separate agreement to be signed by both Councils.

- (H) The Councils confirm that they have obtained all necessary approvals and consents and have appropriate authority to enter into this Agreement.
- (I) The Councils acknowledge and agree that the Councils will keep this Agreement under review and in the future may wish to further extend, clarify, amend or alter the terms and conditions of this Agreement.

1. Definitions and Interpretation

- 1.1 In this Agreement, except where the context otherwise implies or allows, the following words shall have the meanings given to them:-

Commencement Date	XX 2019
Data	As defined in the General Data Protection Regulation 2016/679 and Data Protection Act 2018.
Data Protection Law	Means the General Data Protection Regulation 2016/679, the Data Protection Act 2018 and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time in the UK and then any successor legislation.
Day	The working day of either Council as appropriate.
Employee(s)	Officers employed by either Council providing Services to both Councils
Exit Management Plan	The Exit Management Plan to be agreed by the Joint Senior Management Team, the Monitoring Officer and the Section 151 Officer, in the event that this Agreement is terminated, to ensure (so far as possible) a smooth and fair reversion to the position of the Councils immediately prior to the commencement of this Agreement.
Head of Paid Service	The officer appointed under Section 4 of the Local Government and Housing Act 1989 (and in accordance with the Joint Senior Management Team structure set out in Schedule 1) has the title of Managing Director.

Joint Senior Management Team	The Head of Paid Service, Chief Officers Deputy Chief Officers and those other officers set out in the Joint Senior Management Team structure set out in Schedule 1.
Joint Working Agreement	The Agreement between both Councils detailing the joint working arrangements for the Councils (including the joint working protocols referred to in Schedule 2) such Agreement to be subject to the approval of both Councils in accordance with their individual governance arrangements.
Monitoring Officer	The officer appointed under Section 5 of the Local Government and Housing Act 1989 who shall be the Monitoring Officer for both Councils.
Month	A calendar month.
Council or Councils	Either or both of the Councils to this Agreement (as the context requires) or their respective statutory successor or successors
Services	The joint provision of shared services as agreed between the Councils pursuant to their statutory powers set out in this Agreement.
Section 151 Officer	The officer appointed under Section 151 of the Local Government Act 1972 who shall be the Section 151 Officer for both Councils.

1.2 In this Agreement, except where the context otherwise implies or allows:-

- 1.2.1 Words importing any gender include any other gender and words in the singular include the plural and vice versa.
- 1.2.2 References to Appendices are references to the appendices to this Agreement.
- 1.2.3 References to time shall be construed during the period of summer time to be British Summer Time or its authorised replacement, and otherwise to be Greenwich Mean Time.
- 1.2.4 The clause headings shall not affect the interpretation thereof.
- 1.2.5 Any reference in any part of this Agreement to any Act of Parliament, Statutory Instrument, Order, Regulation or other subordinate legislation, or to any European Union Directive or other European Union legislation, shall be deemed to include reference to any Act of Parliament, Statutory Instrument, Order, Regulation or other subordinate legislation or to any European Union Directive or other European Union legislation amending or replacing the same

whether enacted, made or coming into effect before or after the date of this Agreement.

1.2.6 Any reference to European Union legislation will be taken in the event of the United Kingdom's withdrawal from the European Union to only include legislation applicable to English law.

2. Commencement, Review and Termination

2.1 This Agreement shall commence on the Commencement Date and shall operate until terminated in accordance with the provisions of this Agreement.

2.2 Either Council may terminate this Agreement by giving to the other Council and the Joint Senior Management Team a minimum of twelve calendar months' prior notice in writing in accordance with clause 22 of this Agreement or as otherwise agreed by the Councils in writing.

3. Obligations of the Councils

3.1 The Councils agree that they will each provide to the other the Employees required to fulfil the service need as agreed by the Chief Officer and / or Deputy Chief Officer

3.2 Subject to the requirements of Section 113 of the Local Government Act 1972 the Councils Employees may be employed by either one of the Councils and having been so employed may be placed at the disposal of the Council who is not their employing Council.

3.3 For superannuation purposes a service rendered by an Employee of one Council placed at the disposal of the other Council in pursuance of Section 113 of the Local Government Act 1972 and hence in pursuance of this Agreement, is a service rendered to the Council by whom they are employed. The Head of Paid Service may act and shall have powers to act under the constitutions of both Councils. The Head of Paid Service is the shared head of the workforce of the Councils and shall divide his time fairly and reasonably between the Councils and shall not show bias towards one Council or the other.

3.4 In the event that either Council or an Employee of either Council becomes aware of a conflict of interest or potential conflict of interest arising from the operation of this Agreement or the performance of the Services, that Council or Employee shall report such conflict or potential conflict immediately to the Monitoring Officer. The Joint Senior Management Team shall following advice from the Monitoring Officer decide what action is necessary to manage a conflict of interest or potential conflict of interest, such decision to be in the best interests of both Councils.

3.5 The Councils agree that they are committed to identifying ways of working together through a combination of sharing and a closer integration of services in order to develop and enhance service delivery, build resilience and achieve future efficiencies.

- 3.6 In the event that the Joint Senior Management Team considers it necessary, the Councils will work together to produce a Joint Working Agreement that will include the detailed joint working arrangements for the Councils including the adoption of the joint working protocols referred to in Schedule 2, such protocols to be approved by both Councils in accordance with their individual governance arrangements.
4. Personnel Arrangements and Employees
- 4.1 The HR Services of both Councils will work together to develop an HR protocol to support a consistency of approach in terms of the policies, procedures, training and terms and conditions of Employees across both Councils.
- 4.2 The Councils will work together to provide training for Employees to a sufficient standard to enable them to carry out their roles and responsibilities, such training shall include but not be limited to health and safety, data protection, equality and diversity and other service specific or professional training or CPD.
- 4.3 Subject to clause 4.4 below funding for the training of Employees shall remain with the employing Council unless provided otherwise in the HR protocol referred to in clause 4.1 or where both Councils agree otherwise.
- 4.4 Where training is to be provided for any member of the Joint Senior Management Team or for the Joint Senior Management Team as a whole to enable them to carry out their role on behalf of both Councils, the cost of such training shall be shared equally between both Councils.
- 4.5 The Councils agree and this Agreement requires that Employees of one Council when working for the other will abide by the other's policies and practices in place at that time.
- 4.6 Employees of either Council working on or in the premises of the other Council shall, at the commencement of their deployment, be advised of all health, safety and security policies relevant to the other Council's premises.
- 4.7 Employees of either Council, in performing Services on behalf of the other, will familiarise themselves with and comply with that Council's relevant policies and procedures (which will be aligned between the Councils as far is practicable), including but not limited to the following:-
- Constitution
 - Schemes of Delegation
 - Internal policies and procedures
- 4.8 In the absence of any negligence or other breach of duty by either Council or its servants or agents, no Council shall be responsible for any loss of, theft from, or injury or damage to Employees' vehicles, their contents, fittings or accessories, or to their personal possessions and effects of any kind.
- 4.9 Each Council confirms that:

- 4.9.1 it will continue to be responsible for payment in respect of each Employee employed by that Council of full salary, NI, tax, pension, subscriptions to professional bodies, etc, in accordance with the contractual or other legal entitlements of each Employee;
- 4.9.2 it is intended that the terms and conditions of employment of Employees shall be reviewed by the Councils and where appropriate amended and aligned in accordance with all relevant legislation and procedure to reflect the terms of this Agreement.
- 4.10 Subject to this clause and to all relevant legislation Employees that are the subject of this Agreement shall be treated as being and will be expected to act as if they are, Employees of both Councils.
5. Disciplinary and Grievance Procedures
- 5.1 Subject to clause 5.2 irrespective of the Council in which the Employee who is the subject of any disciplinary allegation or action works, all disciplinary issues will be raised and dealt with under the disciplinary policy and procedure in place in the relevant Employee's employing Council.
- 5.2 The Councils acknowledge and agree that notwithstanding clause 5.1 there may be disciplinary allegations or action involving an Employee(s) where it is not reasonable or appropriate to apply the principle set out in clause 5.1 and in this case the Councils shall agree alternative arrangements.
- 5.3 Irrespective of the Council in which the Employee raising a grievance works, the grievance raised shall be dealt with under the grievance policy and procedure in place in the employing Council.
- 5.4 There will be no facility to raise collective disputes across both Councils. Any collective grievance shall be raised with the employing Council.
6. Governance and Standards of Good Governance
- 6.1 The Councils shall work together to review and amend their constitutions including their schemes of delegation to ensure compliance with this Agreement and to enable the agreed arrangements to operate as smoothly and effectively as practicable. The same will be submitted for approval via the appropriate governance arrangements for each Council, as and when changes are required.
- 6.2 Nothing in this Agreement shall fetter the discretion of the Councils or require a Council to make amendments which in its reasonable belief would be inconsistent with its independent sovereignty.
- 6.3 Each of the Councils is an independent local authority and nothing contained in this Agreement shall be construed to imply that there is any relationship between the Councils of partnership or principal / agent. Neither Council shall have any right or authority to act on behalf of the other Council by contract or otherwise except to the extent expressly permitted by the terms of this Agreement.

- 6.4 The Councils will ensure the arrangements which are the subject of this Agreement comply with all statutory requirements national and local and other guidance on conduct and probity and good corporate governance.

7. Assignment and Novation

- 7.1 In the event that either Council is involved in any statutory re-structuring of local authorities during the term of this Agreement, this Agreement shall novate to any successor authority or authorities.

8. Data Protection

- 8.1 Each Council shall ensure that in carrying out their respective obligations under this Agreement it and its respective Employees:

8.1.1 do not access or carry out any action to the other Council's Data except in accordance with the terms of this Agreement or the Data Sharing Protocol (Schedule 3, Appendix1);

8.1.2 comply with any instruction given by the other Council with respect to that Council's Data;

8.1.3 do not allow any of the other Council's Data or any copy of it to leave the EU without the other Council's prior written permission;

8.1.4 do not disclose any of the other Council's Data to any other person without that Council's prior written permission (this sub-paragraph does not prevent the first Council from disclosing to its Employees who have a need to access the Data in order to perform the first Council's obligations under the Agreement).

- 8.2 When either Council terminates its involvement in this Agreement (for whatever reason and this term shall survive the termination of the Agreement or either Council's involvement in this Agreement), each Council shall within 14 days give the other Council a list of all Data it possesses which has been disclosed to the first Council by the other Council. Each Council shall destroy this data 14 days after the other Council has received the list unless before that time the other Council has served a notice on the first Council requiring it to deliver all or part of that Data to the other Council as relevant.

- 8.3 If either Council serves a notice on the other Council in accordance with Clause 8.2 then the other Party shall within 14 days of receipt hand over to the first Council the Data specified in the notice (in such format as the first Council shall reasonably require) and destroy the rest of the Data.

9. Indemnity

- 9.1 Each party agrees that in respect of any actions or omissions by an Employee of the other party placed at their disposal (under Section 113 Local Government Act

1972) under this Agreement for carrying out of their functions they shall keep indemnified the other and hold the other harmless from and against all actions, claims, demands, liabilities, damages, costs, losses or expenses (including without limitation, consequential losses, loss of profit, loss of reputation and all interest, penalties, legal and other professional costs and expenses) resulting from such actions or omissions and bear these actions, claims, demands, liabilities, damages, costs, losses or expenses themselves subject to the following specific provisions for claims in respect of the matters referred to below:

- 9.1.1 Public Liability to be met by the party against whom the negligence is alleged.
- 9.1.2 Employer's Liability to be met by the party responsible for the location where the claim arises.
- 9.1.3 Official's Indemnity to be met by the party the work is undertaken for.
- 9.1.4 Claims relating to defamation to be met by the party who employs the Employee against whom the allegation is made.
- 9.1.5 Motor to be met by the party for whom the journey is undertaken according to its purpose.
- 9.1.6 Computer and Electronic Equipment to be met by the party who issued the Equipment.
- 9.1.7 Property by ownership.
- 9.1.8 Fidelity to be met by the party who has suffered the financial loss.
- 9.2 Each Party will inform the other if it takes out insurance against the liability in Clause 8.1 above or if it ceases to maintain such insurance.

Insurance

- 9.3 Each Council shall ensure that insurance cover of at least the following minimum amounts is effected and maintained and notified annually throughout the duration of this Agreement to the Joint Senior Management Team in respect of:

	South Norfolk	Broadland
Public Liability	£20 million	£21 million
Employer Liability	£20 million	£20 million
Professional Indemnity	£1 million	Not covered

- 9.4 Professional Indemnity Insurance refers to cover provided for the following services provided by South Norfolk; Internal Audit, Building Control and planning advice for pre-applications.

10. Dispute Resolution and Arbitration

10.1 Any disputes between the Councils arising from this Agreement shall be resolved in accordance with the following clauses.

10.2 Disputes concerning the construction, interpretation or application of any of the provisions of this Agreement (to be applied in the order given):

10.2.1 Referral to the Monitoring Officer;

10.2.2 Referral to the Chief Officer and/or Deputy Chief Officer, unless the matter concerns that Officer, in which case the matter will be raised with the Head of Paid Service;

10.2.3 Referral to the next meeting of the Joint Senior Management Team

10.2.4 Referral to an independent arbitrator from a professional body appropriate to the matter in dispute. The arbitrator shall be appointed with the Agreement of both Councils, or in the event that Agreement cannot be reached, by the President or chief officer of the appropriate profession. The costs of such arbitration may be awarded at the discretion of the arbitrator.

10.3 Disputes concerning one or more of the Employees (to be applied in the order given):

10.3.1 Referral to the Deputy Chief Officer – in consultation, where appropriate, with the relevant Employee's Human Resources team and Unison branch;

10.3.2 Referral to the Chief Officer – in consultation, where appropriate, with the relevant Employee's Head of Human Resources and Unison branch;

10.3.3 Mediation and resolution in accordance with the grievance or disciplinary procedure of the employing Council.

10.4 The Councils shall co-operate in attempts to resolve disputes whether any such dispute arises during the continuance of this Agreement or after the termination thereof by whatever cause.

10.5 The Joint Senior Management Team shall at all times act reasonably and fairly in managing and resolving disputes between the Councils and shall act in the best interests of both Councils.

11. Confidentiality

11.1 Except as required by law or as regards information already in the public domain or as authorised by the Monitoring Officer, the Councils shall regard as confidential and shall not disclose to any person any information acquired by either Council in or in connection with this Agreement or the provision of the Services.

- 11.2 The Councils shall require and ensure so far as is possible that their Employees, agents and sub-contractors shall comply with the requirements of this clause.
- 11.3 The Councils shall use the same standard of care in dealing with confidential information as if it were confidential information of their own.
- 11.4 Requests received under the Freedom of Information Act shall be dealt with in accordance with the Data Sharing Protocol contained in Appendix 1, Schedule 3.

12. Rights of Third Parties

- 12.1 The Contracts (Rights of Third Parties) Act 1999 shall apply to this Agreement. Notwithstanding any other provision of this Agreement nothing in this Agreement confers or purports to confer any right to enforce any of its terms on any person or party who is not a party to it.

13. Copyright and Intellectual Property

- 13.1 Copyright and intellectual property in any documents, reports, policies and procedures produced by Employees of one Council for the sole benefit of the other Council shall vest solely in the other Council. Where any such documents, reports, policies and procedures are produced for the benefit of both Councils, copyright and intellectual property in them shall vest in both Councils equally.
- 13.2 Each Council hereby grants to the extent permissible by law a licence to the other to use its Intellectual Property Rights solely and exclusively for the purposes of and in connection with this Agreement.
- 13.3 Any Intellectual Property Rights created through the establishment and running of shared services by the Councils shall vest in the Councils and be held jointly by them at the time they were created.

14. Enquiries, Hearings, Proceedings and Investigations

- 14.1 The Councils shall co-operate fully with and at all hearings, proceedings, enquiries and investigations relating to the provision of the Services and shall permit access to each Council's records for this purpose. Each Council shall permit and ensure the full co-operation of its Employees in any hearing, proceedings, enquiry or investigation.
- 14.2 The Councils shall co-operate fully with:
 - 14.2.1 any investigation by a Local Commissioner following a complaint by or on behalf of a member of the public in accordance with the provisions of Section 26 Local Government Act 1974;
 - 14.2.2 all enquiries and investigations initiated by the other Council's internal or external auditors;

14.2.3 any requests affecting the Services under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 (see Schedule 3, Appendix 1).

15. Law

15.1 The formation of this Agreement and all matters or disputes arising under or in connection with it shall be governed by English law and subject to the jurisdiction of the English Courts.

16. Notices

16.1 Any Notices required to be delivered under this Agreement shall be in writing signed by a duly authorised officer of the relevant Council and delivered or sent by pre-paid first class post to the other Council at its address given above. When delivered by hand during the day, the notice shall be deemed to be delivered on the day of delivery. When posted, the notice shall be deemed to be delivered on the second day following posting. E-mail may be used for ease of administration but communications by such means shall not be contractually binding unless confirmed by letter or some other means creating a proper and permanent record of despatch.

17. Rights reserved

17.1 All rights, powers, duties and functions which either Council has as a local authority or which either Council's Employees have as local authority officers are expressly reserved.

18. Severability

18.1 If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, the remainder of the provisions hereof will continue in full force and effect as if this Agreement had been executed with the invalid portion eliminated.

19. Review and Variations

19.1 This Agreement will be reviewed annually by the Joint Senior Management Team.

19.2 Following the annual review referred to in this clause, the Head of the Paid Service shall if the Joint Senior Management Team considers it necessary, prepare a report to provide an annual update to both Councils on the overall progress of the joint working arrangements.

19.3 The Agreement may be varied at any time by the agreement in writing of both Councils.

19.4 Non-consequential minor changes may be made to this Agreement by the Monitoring Officer in consultation with the Head of Paid Service.

20. Waiver

- 20.1 Failure by a Council at any time to enforce the provisions of this Agreement or to require performance by the other Council of any of the provisions of the Agreement shall not be construed as a waiver of any such provision and shall not affect the validity of the Agreement or any part thereof nor the right of either Council to enforce any provision in accordance with its terms.

21. Whistleblowing Policy

- 21.1 Employees of each Council may use the relevant “whistleblowing” policy of either Council to raise concerns about the other Council or any of their Employees. A copy of each Council’s Whistleblowing Policy is available upon request.

22. Termination and Consequences of Termination of this Agreement

- 22.1 This Agreement may be terminated in accordance with clause 2 of this Agreement and the provisions of this clause,

- 22.2 The terminating Council shall give not less than 12 months’ notice in writing to the other Council and to the Joint Senior Management Team unless the Councils agree otherwise. In the event of notice of termination the Joint Senior Management Team shall consult the Councils and determine:

22.2.1 any loss of funding which may arise from such termination to include any non-payment, claw back or repayment of that funding;

22.2.2 any other loss, liability, damage, claim or expense which would be incurred by the remaining Council by reason of such termination;

22.2.3 whether as a result of the termination the Services should cease.

- 22.3 The Council wishing to terminate this Agreement in accordance with this clause undertakes as a condition of such termination to make, prior to the date of termination, such reasonable payment or payments as shall be determined in accordance with this clause by the Joint Senior Management Team and no notice of termination under clause 22.2 shall take effect unless and until such reasonable payment has been made.

- 22.4 The Council wishing to terminate hereby acknowledges and confirms that it will remain liable for and will make any reasonable payments that are due in respect of its participation under this Agreement up to the date that the notice of termination expires.

23. Exit Management Plan

- 23.1 Upon the service of notice of termination in accordance with clause 22 the provisions of this clause shall have effect and the Councils shall cooperate fully to enable the Joint Senior Management Team to agree an Exit Management Plan to ensure an orderly exit of the Councils from the arrangements set out in this Agreement.

- 23.2 On satisfactory completion of any action required to be taken in accordance with the Exit Management Plan (or where reasonably so required by either Council before such completion) the Joint Senior Management Team shall procure that all Data and other material belonging to each Council (and all media of any nature containing information and Data belonging to either Council or relating to the Services), shall be delivered to the Council from whom it was obtained as soon as practicable and in any event within 3 months of such termination.
- 23.3 A reasonable timeframe will be agreed between the Councils in order to deliver the Exit Management Plan.
- 23.4 Subject to the terms and conditions of the Exit Management Plan and its implementation, any Employees working formally across both Councils would revert back to their original employing authority.

**The Common Seal of
South Norfolk District Council
was affixed hereto in the presence of:**

Managing Director

Officer of the relevant service

**The Common Seal of
Broadland District Council
was affixed hereto in the presence of:**

Monitoring Officer

SCHEDULE 1

Joint Senior Management Structure

SCHEDULE 2

Joint Working Protocols

1. HR,
2. Financial,
3. Information Sharing(may not need as have Data Sharing Protocol already)
4. Technology and
5. Governance Arrangements.

SCHEDULE 3

Data Sharing Protocol

1. Data Sharing Agreement (“DSA”) Purpose
 - 1.2 This Agreement sets out the principles, ethos and standards for the sharing of ‘Personal Data’ between the Councils to ensure compliance with ‘Data Protection Law’. It does not prejudice any existing agreements between the Parties.
 - 1.3 ‘Data Protection Law’ means the General Data Protection Regulation 2016/679 (GDPR), the Data Protection Act 2018 and all other relevant applicable, amending or implementing legislation and Guidance, Guidelines and Code of Practice published by the Regulator, or other relevant authority.
 - 1.4 Any reference to ‘Controller’, ‘Processing’, ‘Personal Data’, ‘Special Categories of Personal Data’, ‘Data Subject’ or ‘Data Breach’ are taken to have the same meaning as ascribed by Data Protection Law.
 - 1.5 The Parties recognise that the sharing of personal information is necessary to facilitate the joint working arrangements and will only share data in line with this DSA.
 - 1.6 Effective information sharing is required in order to carry out the joint working arrangements effectively.
2. Common Instances of Personal Data Sharing between the Parties
 - 2.1 The Parties each identified themselves as a Data Controller and will be sharing the Personal Data referred to within this DSA as Controller to Controller. If there are any exceptions to this the Parties will separately agree to this in line with Data Protection Law.
 - 2.2 There may be other requirements to lawfully share Personal Data which may include:
 - In regards to legal proceedings or where instructed by an Order of the Court.
 - To fulfil a legal obligation.
 - To protect the vital interests or safeguarding of an individual as prescribed under Data Protection Law.
 - In the other exceptions set out under Data Protection Law.
3. Lawful Sharing of Data
 - 3.1 The Parties will ensure that they are sharing all data lawful in compliance with Data Protection Law and all other applicable law including the common law duty of confidentiality and the European Convention on Human Rights so that individual’s privacy and confidentiality are protected.

4. Responsibilities

- 4.1 In compliance with Data Protection Law the Parties agree to ensure that they have all relevant notices and consents in place to lawfully share this Personal Data.
- 4.2 Both Parties confirm that it has in place, and that it will at all times maintain, appropriate technical and organisational security measures for the processing of the Personal Data shared under this DSA in accordance with the requirements of Data Protection Law.
- 4.3 Information shared by the Parties under this DSA becomes the responsibility of the receiving organisation in their capacity as a Data Controller and must be handled in accordance with Data Protection Law, and the policies and procedures of that receiving party.
- 4.4 The Parties are each responsible for ensuring that the data is only accessible to those who reasonably need to access the data and that those individuals including temporary and contract staff and any third party data processors are adequately trained to maintain compliance with Data Protection Legislation.
- 4.5 All individuals who have access to this data will have access to this DSA and to agree to abide by the terms herein.
- 4.6 The Parties agree the Personal Data shared under this DSA will not be shared or stored outside the EEA unless the Councils have given their written consent and it is of a standard which is in compliance with Data Protection Law.
 - 4.6.1 For the purposes of Clause 4.6 the EEA shall be taken to include the United Kingdom in the event of any withdrawal from the European Union.
- 4.7 The Parties will ensure that any other third party who has access to the Personal Data subject to this DSA will sign a Data Sharing Agreement similar to this DSA or if they are a Data Processor will sign a written contract with the clauses required under Data Protection Law.

5. Personal Data Breaches

- 5.1 In the event that one of the Parties alone fails to comply with the obligations in this DSA or under Data Protection Law that Party who failed to comply is entirely liable for any damage resulting from the Data Breach.
- 5.2 The Parties agree to indemnify one another against any losses which occur including both direct and indirect losses, fines, fees or other damage as a result of the data sharing of Personal Data between the Parties.
- 5.3 The Parties agree to advise the other immediately or anyway within 48 hours from the date of awareness in the event of a Data Breach which occurs as a result of any Personal Data shared within the remit of this DSA.

- 5.4 Data breaches and complaints received by either of the Parties which pertain to Personal Data subject to this DSA will be notified to the other Parties privacy officer. The Data Protection Officer for the Broadland can be contacted at dpo@broadland.gov.uk, the Data Protection Officer for South Norfolk can be contacted at right2know@s-norfolk.gov.uk
- 5.5 The Parties agree to share outcomes and to support one another in the timely resolution and in learning and implementation of mitigation steps arising from any Data Breach or complaint.
- 6. Data Subjects Rights
 - 6.1 The Parties agree that they will notify the other Party whereby a Data Subject exercises their rights as ascribed under Data Protection Law.
 - 6.2 The Parties agree to respond to the right exercised by the Data Subject in compliance with Data Protection Law.
- 7. Freedom of Information Requests and Environmental Information Regulations Requests
 - 7.1 Freedom of Information Requests and Environmental Information Regulations Requests shall continue to be dealt with separately by each Council to which they are addressed.

Equality Impact Assessment (EIA) summary

- *Terms and Conditions*

Date of Assessment:	updated 6 December 2019
Scope and Purpose:	<p>The following looks at the Terms and Conditions as documented in the September 2019 staff consultation pack, and agreed through the Negotiation Forum. The new terms and conditions are applicable to all members of staff who are currently on either a Broadland District Council (BDC) or a South Norfolk Council (SNC) contract.</p> <p>The intention is to establish one set of terms and conditions applicable to the staff of both councils.</p> <p>The aim is to keep the impact on employees to a minimum, to be fair and equitable and to reflect best practice in the sector. It is not proposed that a single authority or organisational body will become the sole employer and as such, both Broadland District Council and South Norfolk Council will each remain employing bodies for staff across the one team structure.</p> <p>Due to this, the same set of terms and conditions will be adopted by both authorities, therefore making no material difference, to the employee, as to which employing body he/she is contracted to.</p> <p>An equality impact assessment (EIA) is an evidence-based approach designed to help organisations ensure that their policies, practices, events and decision-making processes are fair and do not present barriers to participation or disadvantage any protected groups from participation.</p> <p>The EIA should be done when the need for a new policy or practice is identified, or when an existing one is reviewed.</p> <p>Discrimination is where someone is treated less favourably or put at a disadvantage because of their protected characteristic. Discrimination is usually unintended and can often remain undetected until there is a complaint. Improving or promoting equality is when you identify ways to remove barriers and improve participation for people or groups with a protected characteristic.</p>

Equality Act 2010 – protected characteristics

Age – A person belonging to a particular age (for example 32-year olds) or range of ages (for example 18 to 30-year olds).

Note – information in relation to this protected characteristic is consistently held by both organisations, therefore comments are made as appropriate in this report.

Disability – a person has a disability if she or he has a physical or mental impairment which has a substantial and long-term adverse effect on that person’s ability to carry out normal day-to-day activities.

Note – Due to the very low number of people that have identified themselves with the protective characteristic of ‘disabled’ this information cannot be shared as the individuals would be easily identifiable.

Gender reassignment – the person of transitioning from one gender to another.

Note – this information is only recorded by one organisation, with only a few responses made, therefore no comments are made in this report regarding this protected characteristic.

Marriage and civil partnership – marriage is a union between a man and a woman or between a same-sex couple. Same-sex couples can also have their relationship legally recognised as ‘civil partnerships’. Civil partners must not be treated less favourably than married couples.

Note – this information is only recorded by one organisation, therefore no comments are made in this report regarding this protected characteristic.

Pregnancy and maternity – pregnancy is the condition of being or expecting a baby. Maternity refers to the period after the birth and is linked to maternity leave in the employment context. In the non-work context, protection against maternity discrimination is for 26 weeks after giving birth, and this includes treating a woman unfavourably because she is breastfeeding.

Note – no impact on this protected characteristic, therefore no analysis made.

Race – refers to the protected characteristic of race. It refers to a group of people defined by race, colour and nationality (including citizenship) ethnic or national origins.

Note – this information is only recorded by one organisation, therefore no comments are made in this report regarding this protected characteristic.

Religion and belief – religion refers to any religion, including lack of religion. Belief refers to any religious or philosophical belief and includes a lack of belief. Generally, a belief should affect your like choices or the way you live for it to be included in the definition.

Note – this information is only recorded by one organisation, therefore no comments are made in this report regarding this protected characteristic.

Sex – a man or a woman.

Note – information in relation to this protected characteristic is consistently held by both organisations, therefore comments are made as appropriate in this report.

Sexual orientation – whether a person’s sexual attraction is towards their own sex, the opposite sex or to both sexes.

Note – this information is only recorded by one organisation, therefore no comments are made in this report regarding this protected characteristic.

Summary position of proposed changes with reference to protected characteristics

The introduction of a single set of terms and conditions across BDC and SNC ensures that all staff are treated fairly and equitably, regardless of personal position and any protected characteristics.

Alignment of the policies on all areas of the terms and conditions, with an awareness of the protected characteristics, this ensures that going forwards all staff are treated fairly and equitably.

Any comments made with regard to protected characteristics in the following report are made based on the information as it stands at present and is not the final position, the comments are also based on historic information and are not the picture going forwards, as stated in the above paragraph.

Employee Profile

This profile is being compiled in accordance with the requirements of the Equality Act 2010. The councils will also meet their responsibilities under the Data Protection Act through not publishing personal data that will allow identification of individuals. The following is a summary of employee data for October 2019 and relates to 'number of people', ie, not FTE nor headcount as such figure could double count individuals with multiple employment contracts. All numbers referred to in the following report, need to be read with this information in mind at all times.

Gender			
Aspect \ Council	BDC	SNC	Total
Female	150 (67%)	226 (47%)	376 (54%)
Male	74 (33%)	251 (53%)	325 (46%)
Total	224	477	701

Age			
Aspect \ Council	BDC	SNC	Total
30 or less	23 (10%)	93 (20%)	116 (17%)
31 - 50	115 (52%)	236 (49%)	351 (50%)
Over 50	86 (38%)	148 (31%)	234 (33%)
Total	224	477	701

Summary of proposed changes and potential impact

Holiday and work/life balance	
Annual Leave Entitlement	<p>New starters will have 25 days leave rather than 22/23 days, and those staff with 5 years local government service will received 28 days.</p> <p>The effect (estimated figures): 314 staff affected positively, 4 people would have an increase of 3 days. There would be an additional 708 pro rata days leave being taken across both organisations.</p>
Bonus day	<p>Applies to all employees. Those who are required to work this day due to operational requirements will be given an alternative day.</p> <p>The effect: One all-staff day equates to over 600 days productivity (or approx. 2 FTE).</p>
Flexible Working & TOIL	(Included for avoidance of doubt) Flexible working remains the same except that the approach proposed is more flexible and

	<p>unstructured, furthermore there is no longer formalised TOIL as this is part of the flexible working arrangements.</p> <p>Staff will have the ability to opt out of the unstructured approach, into a structured approach if they so wish to.</p> <p>Such an approach has a positive impact for staff with caring roles, childcare and such like.</p>
Sickness entitlement	<p>There is no change except for under four months service which will <u>normally</u> be Statutory sick pay only.</p> <p>This therefore means that if there are new starters with protected characteristics that need to be accounted for, these discussions can be held on commencement of employment and any necessary adjustments made.</p> <p>The impact of this will vary according to the number of new starters across both organisations and the amount of sickness taken during the first four months of service.</p>

Travel	
Essential Users	<p>All those that currently receive essential car user allowances and additional mileage rates will be reviewed.</p> <p>Mileage rates will be paid as per the rates proposed in the consultation pack i.e. HMRC rates.</p> <p>Those that do not qualify for the current scheme i.e. those that currently do under 1,800 miles will have the allowances ceased as of 1 January 2020. Those that still qualify will have this pay protected for a period of 18 months. During these 18 months, the organisation will work with Unison and staff to identify if a new approach is required moving forward.</p> <p>Broadland commenced the phasing out of this allowance in 2008. Currently, essential car allowance is £963 (Pro Rata) SNC and £1239 (pro rata) BDC.</p> <p>There are 54 remaining recipients (42 SNC, 12 BDC) who would no longer receive an allowance.</p>

Gender			
Aspect \ Council	BDC	SNC	Total
Female	7 (58%)	16 (38%)	23(43%)
Male	5 (42%)	26 (62%)	31(57%)
Total	12	42	54

Age			
Aspect \ Council	BDC	SNC	Total
30 or less	0	4 (9%)	4(7%)
31 - 50	6 (50%)	15 (36%)	21(39%)
Over 50	6(50%)	23 (55%)	29(54%)
Total	12	42	54

Pay Related	
Performance-Related Pay	<p>A new scheme is to be developed and consulted on in the near future. An interim one-off, non-consolidated, pro rata payment of £250 will be paid in January 2020.</p> <p>This would equate to the follow (estimated figures):</p> <ul style="list-style-type: none"> Approximately 417 employees would receive the same or more than the previous year. Approximately 201 employees would receive less than the previous year. <p>BDC and SNC estimated figures:</p> <ul style="list-style-type: none"> Approximately 307 SNC employees would receive the same or more than the previous year. Approximately 88 SNC employees would receive less than the previous year. Approximately 110 BDC employees would receive the same or more than the previous year. Approximately 113 BDC employees would receive less than the previous year.

Overtime	
Overtime	<p>The terms and conditions outline the proposal for overtime for the leisure service, the depot and all other service areas.</p> <p>The leisure services and the depot have been reviewed and appropriate rules applied to reflect the nature of the business undertaken in this area</p> <p>Looking at 1 year's historic data for the last year, there were approx. 35 people (25 BDC / 10 SNC) above Band C equivalent who claimed overtime and therefore maybe affected in the future however the flexible working arrangements have been proposed to assist employees with managing their time at work.</p>

The following figures relate to potential staff that might be on pay protection or have salary increases. These numbers are at best 'guesstimates' because of these unknowns at this stage:

- i) the final structures are not defined
- ii) we do not know individuals' role preferences, and
- iii) we do not know the eventual posts they will take up.

Potential Pay protections – this is with the data as it stands at present – final assimilation and outcomes from ring fencing and interviews will be needed to finally confirm numbers			
	BDC (approx.)	SNC (approx.)	Total (approx.)
Potential staff No's	36 (62%)	22 (38%)	58

Gender				
Aspect	Council	BDC	SNC	Total
	Female	31 (70%)	13 (30%)	44
	Male	5 (36%)	9 (64%)	14
	Total	36 (62%)	22 (38%)	58

Age				
	Council	BDC	SNC	Total

Aspect			
30 or less	0 (0%)	2 (100%)	2
31 - 50	10 (40%)	15 (60%)	25
Over 50	21 (68%)	10 (32%)	31
Total	31 (53%)	27 (47%)	58

Potential Pay increases – this is with the data as it stands at present – final assimilation and outcomes from ring fencing and interviews will be needed to finally confirm numbers			
	BDC (approx)	SNC (approx.)	Total (approx.)
Potential staff No's	52 (63%)	30 (37%)	82

Gender				
Aspect	Council	BDC	SNC	Total
	Female	35 (66%)	18 (34%)	53
	Male	17 (59%)	12 (41%)	29
	Total	52 (63%)	30 37%)	82

Age				
Council		BDC	SNC	Total
Aspect				
30 or less		11 (65%)	6 (35%)	17
31 - 50		27 (63%)	16 (37%)	43
Over 50		14 (64%)	8 (36%)	22
Total		52 (63%)	30 (37%)	82

Other	
Redundancy	<p>There will be a designated redundancy multiplier of 1.6 from 1 January 2020 for a period of 2 years.</p> <p>From 1 January 2022, the designated redundancy multiplier will move to 1.4.</p> <p>Staff affected by the current restructure will receive their current respective multiplier – 1.6 SNC and 2.2 BDC.</p> <p>There are no statistical impacts for this due to the presumption of no redundancies.</p>

16 December 2019

MONITORING OFFICER REPORT

Report Author(s): Emma Hodds, Monitoring Officer
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01508 533791

Portfolio: Leader and Economy and External Affairs

Ward(s) Affected: All

Purpose of the Report: The purpose of this report is to appoint a new Section 151 Officer, adopt the terms of reference for the Joint Informal Cabinet and Joint Lead Member Group and make an appointment to an outside body.

Recommendations:

That Council agree to:

1. To appoint Rodney Fincham as the Council's Chief Financial Officer (Section 151 Officer), with immediate effect.
2. To establish a Joint Informal Cabinet with Broadland District Council including:
 - a. adopt the Terms of Reference for the Joint Informal Cabinet, attached at Appendix A,
 - b. agree the membership to be the Councils Cabinet,
 - c. agree that meetings be included as an approved duty in line with Members Allowances Scheme,
 - d. authorise the Monitoring Officer to make the consequential changes to the constitution.

3. To formalise the Joint Lead Member Group with Broadland District Council including:
 - a. adopt the Terms of Reference for the Joint Lead Member Group, attached at Appendix B,
 - b. agreed the membership,
 - c. agree that meetings be included as an approved duty in line with Members Allowances Scheme,
 - d. authorise the Monitoring Officer to make the consequential changes to the constitution.
4. To appoint Cllr Hardy as the Council's representative on Queens Hill Community Interest Organisation.

1. SUMMARY

- 1.1 The purpose of this report is to appoint a new Section 151 Officer, adopt the terms of reference for the Joint Informal Cabinet and Joint Lead Member Group and make an appointment to an outside body.

2. APPOINTMENTS

- 2.1 Section 151 of the Local Government Act 1972 requires every local authority to appoint a suitably qualified officer responsible for the proper administration of its financial affairs – referred to as the Section (S151) Officer.
- 2.2 In February 2019, Council temporarily appointed Debbie Lorimer the Council's S151 Officer, in the absence of an Assistance Director of Finance. This post was filled by Rodney Fincham in October 2019 and therefore, it is proposed that Rodney Fincham is appointed the Council's S151 Officer with immediate effect.
- 2.3 The Deputy S151 will remain Julie Brown, as appointed by Council at its meeting on 18 February 2019.

3. UPDATES TO THE CONSTITUTION

- 3.1 The Council has made significant strides in the collaboration journey with Broadland District Council, the Joint Lead Member Group has played an important role, as has each Council's respective Committee's. The feasibility report introduced an informal joint cabinet to develop and promote the council's strategic approach to collaboration. It is proposed that this is formally recognised within the council's constitution therefore the council is invited to adopt the Terms of Reference, attached at Appendix A, for the newly formed Joint Informal Cabinet.
- 3.2 The Joint Lead Member Group has been pivotal in the progression of the collaboration journey with Broadland District Council. Given the pivotal nature of this group it is proposed that it is formally recognised within the Council's constitution therefore council is invited to adopt the Terms of Reference for the Joint Lead Member Group, attached at Appendix B.

4. COUNCILLOR APPOINTMENTS

- 4.1 Council is requested to appoint Cllr Hardy to represent the Council on the Queens Hill Community Interest Organisation, due to Cllr Dearnley stepping down from this role.

5. ISSUES AND RISKS

- 5.1 **Resource Implications** – Due to the requirements for the S151 Officer to be suitably qualified there is a limited number of candidates who are able to cover this role. In terms of representation on outside bodies there is a direct cost to the Council in members travelling and subsistence costs.

- 5.2 **Legal Implications** – the Council’s statutory obligations are set out in the body of the report.
- 5.3 **Equality Implications** – none
- 5.4 **Environmental Impact** – none
- 5.5 **Crime and Disorder**- none
- 5.6 **Risks** - the Council has a statutory duty to appoint a S151 Officer. Making the appointment as suggested in this report ensures that the Council meets this duty.

6. CONCLUSION

- 6.1 The purpose of this report is to appoint a new S151 Officer, to adopt new Terms of Reference and to confirm representation on an outside body.

7. RECOMMENDATIONS

That Council agree to:

1. To appoint Rodney Fincham as the Council's Chief Financial Officer (Section 151 Officer), with immediate effect.
2. To establish a Joint Informal Cabinet with Broadland District Council including:
 - a. adopt the Terms of Reference for the Joint Informal Cabinet, attached at Appendix A,
 - b. agree the membership to be the Councils Cabinet,
 - c. agree that meetings be included as an approved duty in line with Members Allowances Scheme,
 - d. authorise the Monitoring Officer to make the consequential changes to the constitution.
3. To formalise the Joint Lead Member Group with Broadland District Council including:
 - e. adopt the Terms of Reference for the Joint Lead Member Group, attached at Appendix B,
 - f. agreed the membership,
 - g. agree that meetings be included as an approved duty in line with Members Allowances Scheme,
 - h. authorise the Monitoring Officer to make the consequential changes to the constitution.
4. To appoint Cllr Hardy as the Council’s representative on Queens Hill Community Interest Organisation.

Appendix A

JOINT INFORMAL CABINET TERMS OF REFERENCE

1. Meetings

The Joint Informal Cabinet will meet regularly and according to business need, linked to the strategy and policy development and as part of the collaborative working between Broadland District Council and South Norfolk Council.

2. Membership

Broadland District Council and South Norfolk Council shall appoint all Cabinet members to the meeting.

Two joint Chairmen of the Group shall be the Leaders of each Council. The role of Chairman will alternate between Broadland District Council and South Norfolk Council on a meeting by meeting basis, dependent on which Council is hosting the meeting

In the absence of the host authority Chairman the meeting will be chaired by the non-host Chairman. In the absence of both Chairman the Group will be chaired by the Deputy Leader of the host authority.

No substitute members will be permitted.

3. Quorum

The minimum number of members from each council required to transact any business of the Group shall be two thirds, rounded up to the nearest whole number.

4. Voting

The Chairman for the meeting has the discretion to conduct a vote either by show of hands or, if there is no dissent, by affirmation of the meeting.

If there are equal numbers of votes for and against, the Chairman of the meeting will have a second or casting vote.

5. Venue and Time

Meetings will be held at both Broadland District Council and South Norfolk Council offices, as appropriate to conduct business and at venues which are accessible to the public.

Meetings will commence at a date and time to be agreed by both of the Chairmen.

6. Protocol and Openness

The Chairman of the meeting will be responsible for maintaining order and the effective conduct of business at meetings.

Members of either Council are welcome to attend the meetings, subject to the agreement of the Chairman and may speak but not vote.

Members of the public will not be permitted to attend meetings of the Group.

Members will ensure that they abide by their respective Council's code of conduct at all meetings.

7. Terms of Reference

Provide political leadership to ensure integration and transformation of services across the two Council's.

Aligning activities at member level where this is appropriate and necessary to facilitate collaborative working.

Provide a steer on the policy framework of the councils, review strategy documents and review the Council's business plan.

Appendix B

JOINT LEAD MEMBERS GROUP TERMS OF REFERENCE

1. Purpose of the Joint Lead Members Group

To oversee progress with the Broadland and South Norfolk collaborative working partnership following agreement of the Feasibility Report recommendations by both Councils on 12 July 2018.

To provide a steer and act as a consultative group to the programme in the implementation of recommendations from the report.

To provide political leadership to ensure integration and transformation of management, staffing and services across the two councils.

To align activities at a member level where this is appropriate and necessary to facilitate collaborative working.

To identify lessons and opportunities from Members from other council areas that have delivered shared services to help inform the successful delivery of the programme.

To oversee the risks of shared services across the two councils and recommend mitigating actions to Broadland and South Norfolk Cabinet.

2. Membership

Broadland District Council and South Norfolk Council shall appoint four members of each council as members of the Group, three Members from the leading group and one Member from the opposition group.

Two joint Chairmen of the Group will be appointed; one each by the Leaders of Broadland District and South Norfolk Councils. The role of Chairman will alternate between Broadland District Council and South Norfolk Council on a meeting by meeting basis, dependent on which Council is hosting the meeting

3. Terms of Reference

The Joint Lead Members Group will act collaboratively, reaching conclusions by consensus.

The Joint Lead Members Group will make its comments to the programme team.

The Joint Lead Members Group will receive reports in line with the timeline for the programme and collaborative work develops.

Any conclusions and comments reached by the Joint Lead Member Group will not be binding on the two councils, each of which will retain its autonomy and consistency will be sought where possible.

4. Meetings

The Joint Lead Members Group will meet on a monthly basis (unless agreed otherwise by the Chairs of the Group), as implementation of collaborative working progresses.

5. Quorum

A minimum of two members of each council must be present to transact any business of the Group, with at least one of the joint Chairs also in attendance.

Both the leading group and opposition group are able to have named substitute Members (i.e. 1 Conservative and 1 Liberal Democrat from Broadland District Council and 1 Conservative and 1 Liberal Democrat from South Norfolk Council).

6. Venue and Time

Meetings will be held at both Broadland District Council and South Norfolk Council offices.

Meetings will commence at a date and time to be agreed by both of the Chairmen.

7. Protocol and Openness

The Chairman of the meeting will be responsible for maintaining order and the effective conduct of business at meetings of the Group.

Members of either Council are welcome to attend meetings of the Group, subject to the agreement of the Chairman.

Members of the public will not be permitted to attend meetings of the Group.

Members of the Group will ensure that they abide by their respective Council's code of conduct at all meetings.

CONTRACT STANDING ORDERS

Report Author(s): Ian Purdom
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Portfolio: Finance

Ward(s) Affected: None

Purpose of the Report:

The Contract Standing Orders have been reviewed to align the framework within which both South Norfolk Council and Broadland Council operate in terms of spending on works, services and supplies. This update has been undertaken in line with best practice and discussions with suppliers, to enable a focus on, wherever appropriate, enabling social value, encouraging participation by local businesses to support the local economy and to assist in protecting the environment when bidding for council procurement opportunities

Recommendations:

1. That Council approve the Contract Standing Orders as attached at Appendix A.

1 SUMMARY

- 1.1 The collaboration with Broadland Council has provided an opportunity to review the council's current Contract Standing Orders to align and improve these so that the process of procurement of works, services and supplies is as efficient and effective as possible for both Officers and the businesses who the councils procure from. These revised Contract Standing Orders also enable a focus on, wherever appropriate, enabling social value, encouraging participation by local businesses to support the local economy and to assist in protecting the environment when bidding for council procurement opportunities.

2 BACKGROUND

- 2.1 The Council's Contract Standing Orders form part of the Council's constitution and provide the framework within which the purchase of works, supplies and services are undertaken.

3 CURRENT POSITION/FINDINGS

- 3.1 The proposed joint Contract Standing Orders provide a single, comprehensive summary of the procurement processes which the Councils need to go through to demonstrate value for money, competitiveness and legal compliance. They set out clearly what officers need to do from; project appraisal, tender evaluation, award of contract and through to ongoing contract management. They are also up-to-date in their references to framework agreements, which are commonly used now for large contracts, and in relation to risk management, bribery (following the introduction of the Bribery Act 2010, Public Services (Social Value) Act 2012), collaborative working, and in relation to the European Union legislative requirements and associated UK regulations.
- 3.2 The Finance, Resources, Audit, and Governance Committee considered the proposed joint Contract Standing Orders on the 27 September, as a result of several queries regarding the minimum contract procedures the Procurement Consortium Manager amended the selection criteria for contracts less than £20,000 to "Assistance Director or delegated to Officer". The Finance, Resources, Audit and Governance Committee was advised at their meeting on the 22 November of recommendations that had arisen from Broadland Council's Audit Committee who had met and reviewed the joint Contract Standing Orders on the 14 November. Their recommendations were; a small adjustment to the wording relating to disposal of assets valued between £20,000 and £100,000 as shown in red in paragraph 3.3 below and that disposals of assets valued over £100,000 should be approved by Cabinet. The Finance, Resources, Audit and Governance Committee agreed to recommend to Council the approval of the joint Contract Standing Orders accepting the proposed amendments of the Broadland Audit Committee as described.
- 3.3 The main changes from the current Contract Standing Orders are listed below:

Current Contract Procedures:

Value	Selection procedure
Under £20,000	3 Informal Quotes
£20,001-£100,000	2 Formal quotations/tender
£100,001 – OJEU Financial Thresholds	5 Formal tenders

Proposed Contract Procedures:

Estimated Total Value	Selection procedure	Selection recommendations
Less than £20,000	Single quotation in writing including demonstration of value for money	Assistant Director or delegated to Officer
£20,001 to £75,000	At least three quotations in writing	Officer or Procurement Team
Above £75,001 but below the Public Contract Regulations 2015 Financial Threshold* see QSG	Invitation to Tender issued to a minimum of three suppliers or an open tender.	Officer or Procurement Team
At or above the Public Contract Regulations 2015 Financial Threshold*	Advice must be sought from the Procurement Team and/or Director	Consult with the Procurement Team and the Director

*OJEU Financial Thresholds
Supplies and Services £181,302
Works £4,551,413

Contract Award Approvals

Current Contract Award Approvals

Value	Approval	Type	Report
£100,001 - £172,514 (OJEU Limit Goods/Services)	SLT	Goods/Services	Retrospective report to Cabinet
£100,001 - £250,000	SLT	Works	Retrospective report to Cabinet
£250,000 - £4,320,120 (OJEU Limit Works)	Cabinet	Works	

Proposed Contract Award Approvals

Value	Approval
Up to £20,000	Assistant Director
Up to £50,000	Director
Up to £100,000	CMLT
Above £100,000	Cabinet

Disposal of assets (Stock)

Current Disposal of Assets

Value	Procedure	Authority
Less than £20,000	Relevant Director	Director
Greater than £20,000	Tender/Auction	Section 151 (or Deputy) and Head of Internal Audit

Proposed Disposal of Assets

Total Value	Method
Up to £20,000	By whatever means the relevant Director shall decide consistent with the asset disposal rules
£20,000 and up to £100,000	Tender sought by public advertisement, by public auction, or such other means as the Section 151 Officer shall approve after formal written consultation with the Monitoring Officer
Above £100,000	Cabinet

Other Changes Include:

- Pre-Market Consultation
- Contract Terms and Conditions
- Contract Register and Forward Plans
- Waivers of CPR
- Guarantees and Insurance
- Contract Management

4 PROPOSED ACTION

- 4.1 The proposed Contract Standing Orders are attached as appendix A.
- 4.2 Consistent thresholds are proposed across Broadland Council, South Norfolk Council and the other Norfolk local authorities. This will enable shared procurement to be carried out more easily across Norfolk /Suffolk and should also enable the

procurement team to more easily carry out additional procurement work for other authorities. For example, the team recently traded its services to Great Yarmouth Borough Council and likely to expand into North Norfolk District Council in early 2020.

- 4.3 The proposed Contract Standing Orders have been considered in conjunction with other Norfolk and Suffolk District Councils, Preston, Norfolk and Suffolk County Councils.

5 OTHER OPTIONS

- 5.1 The Council could retain its existing Contract Standing Orders, but this would not align with those of Broadland Council and would not assist efficiency of procurement. More importantly there would be a missed opportunity to, to enable a focus on, wherever appropriate, enabling social value, encouraging participation by local businesses to support the local economy and to assist in protecting the environment when bidding for Council procurement opportunities

6 ISSUES AND RISKS

- 6.1 **Resource Implications** – Approving the proposed Contract Standing Orders will enable more efficient use of resources.
- 6.2 **Legal Implications** – The proposed Contract Standing Orders have been complied in line with best practice.
- 6.3 **Equality Implications** – There are no equality implications to consider.
- 6.4 **Environmental Impact** – The proposed Contract Standing Orders will enable a focus to be placed on the impact on the environment when purchasing goods and services, where appropriate.
- 6.5 **Crime and Disorder** – No impact upon crime and disorder
- 6.6 **Risks** – There are no other risks to consider.

7 CONCLUSION

- 7.1 Members are requested to review the proposed Contract Standing Orders to align the framework within which both South Norfolk Council and Broadland Council operate in terms of the procurement of works, services and supplies. The proposed Contract Standing Orders have been written in line with best practice and discussions with suppliers, to enable a focus on, wherever appropriate, enabling social value, encouraging participation by local businesses to support the local economy and to assist in protecting the environment when bidding for Council procurement opportunities

8 RECOMMENDATIONS

- 8.1 That Council approve the Contract Standing Orders as attached at Appendix A.

Broadland and South Norfolk Councils (Updated post Broadland Audit Committee and South Norfolk Finance, Resources, Audit and Governance Committee for amendment to Asset Disposal para. 25.3 shown in red)

Contract Procedure Rules

Statement of Intent

Subject to the overriding principles in section 2 below, there will be a focus on, wherever appropriate, enabling social value, encouraging participation by local businesses to support the local economy and assist to protect the environment using environmental criteria in all contracts when appropriate when bidding for Council procurement opportunities.

1. COMPLIANCE

- 1.1 These Contract Procedure Rules (CPR) are the Council's contract standing orders under section 135 of the Local Government Act 1972. They must be followed every time the Council enters into a contract for works, supplies or services.
- 1.2 All public procurement and other applicable laws (including any European Union law directly or indirectly in force in England at the relevant time) must be followed. Such laws override any conflicting provision of the CPR.
- 1.3 These, the CPR must be read in conjunction with the Council's Constitution, including its Financial Procedure Rules, Procurement Quick Step Guide, (QSG) decision making processes and delegated authorities.
- 1.4 These CPR are the minimum standards which must be adhered to. Particular procurements may require a more thorough procedure than one defined by value alone, depending on the identifiable risks to the Council, or it may be beneficial to the Council to secure greater competition. If in any doubt as to the position on any procurement, consult the Procurement Team.
- 1.5 The CPR aim to promote the highest standards of probity, integrity and impartiality using the key procurement principles of transparency, equal treatment, non-discriminatory and proportionate manner. They thereby offer the best justification against allegations of purchases having been made fraudulently or incorrectly.
- 1.6 If it comes to notice of an Officer that there has been non-compliance with these CPR in respect for any contract which s/he is responsible as the Officer of the procuring section, s/he shall without delay notify the Director of Resources who shall take such action as deemed necessary.

2. PROCUREMENT PRINCIPLES:

- 2.1 The aim of every procurement process should be to achieve Value for Money, compliance with all legal requirements and support the Council's policies and objectives as part of the general requirement to secure Best Value.
- 2.2 Contractual arrangements should be made, wherever possible, on the Council's standard general terms or standard form contracts. When appropriate it is acceptable to use industry standard model contracts, with supplemental terms for contracts. Contracting on the supplier's terms should be avoided and only done when agreed with (and with the changes to those terms required by) Director of Resources and the Procurement Team.

- 2.3 These CPR apply to the appointment of Consultants, sub-contractors and any other legal entity (when acting on behalf of the Council) and must be followed in accordance with.
- 2.4 Approval for any advance payments to the supplier before receiving the relevant works, supplies or services, must be sought from the Director of Resources before proceeding to ensure protection of the Council's interests.
- 2.5 Tenders and Quotations received by fax or email must be rejected if above £20,001 as detailed in 2.6.
- 2.6 Tenders over the value of £20,001 must be returned electronically via the Council's e-tendering system and opened by the procurement team and/or nominated officer.
- 2.7 All contracts except where lowest price was predetermined to be the appropriate contract award criterion shall be awarded based on the offer that represents the Most Economically Advantageous offer to the Council.

3. EXCLUDED CONTRACTS

Contracts are not subject to these CPR if they are of the following and will be managed by the relevant specialist team at the Council in accordance with the Council's Constitution:

- 3.1 Contracts of employment which make an individual a direct employee of the Council;
- 3.2 Agreements regarding the acquisition, disposal or transfer of land only (i.e. without any connected development);
- 3.3 Contracts where the price of the goods or materials is wholly controlled by government order or otherwise and no reasonably satisfactory alternative is available;
- 3.4 For other reasons where there would be no genuine competition, or where the requirements of the competition have already been met e.g. frameworks;
- 3.5 The disposal of obsolete assets (see Financial Procedure Rules).

4. COMPLEX PROCUREMENTS

Where the procurement involves any of the following criteria the Procurement Team and the Director must be consulted:

- 4.1 Where the Total Value exceeds the relevant Public Procurement Thresholds (see QSG);
- 4.2 Where the opportunity is likely, in view of its characteristics, to be of cross-border interest and therefore attract potential suppliers from outside the UK;
- 4.3 Where any staff of the Council or an existing supplier spend the majority of their time providing the services which are to be procured (investigation would be needed to identify any potential TUPE implications in advance and obtain/provide employee liability information);
- 4.4 The procurement involves leasing agreements;
- 4.5 Where it is proposed to use a supplier's own terms or any other form of contract which is not one of those normally used by the Council for other matters;
- 4.6 Procurement of application software with a Total Value above £75,000;

- 4.7 Agreements involving the development of land for public benefit;
- 4.8 Where it is proposed to extend or vary an existing contract;
- 4.9 Any collaborative procurements where the Council is working with other authorities to procure;
- 4.10 Where it is proposed to enter into a new contract with an existing supplier without competition (such as a new contract for a line of business software system);
- 4.11 Where the procurement is complex in any other way or involves unusual risks.

5. PRE-PROCUREMENT PROCEDURE

Before commencing a procurement process, it is essential that the Officer leading the procurement is fully aware of the QSG. Consideration shall be given to the Council's Procurement Strategy.

6. PRELIMINARY MARKET CONSULTATION

Before commencing a procurement process the Officer may conduct market consultations with a view to preparing the procurement and informing potential suppliers of the Council procurement plans and requirements. This should be proportionate to the value of the contract.

- 6.1 Before commencing preliminary market consultation advice must be sought from the Procurement Team ensuring that the market consultation, would not have the effect of distorting competition and would not result in a violation of the principles of non-discrimination and transparency.

7. CONTRACTS PROCEDURES

The following table outlines the minimum selection procedure to be used where the procurement is within these CPR and is not complex (see Rule 4 above) and a suitable existing corporate contract or appropriate framework is not being used.

Minimum Contracts Procedures for Works, Supplies or Services:

Estimated Total Value	Selection procedure	Selection recommendations
Less than £20,000	Single quotation in writing (recorded) including demonstration of value for money	Assistant Director or delegated to Officer
£20,001 to £75,000	At least three quotations in writing	Officer or Procurement Team
Above £75,001 but below the Public Contract Regulations 2015 Financial Threshold see QSG	Invitation to Tender issued to a minimum of three suppliers or an open tender.	Officer or Procurement Team
At or above the Public Contract Regulations 2015 Financial Threshold	Advice must be sought from the Procurement Team and/or Director	Consult with the Procurement Team and the Director

Estimating the Contract Value

The Council should make the best use of its procurement power by aggregating purchases wherever possible. It is not acceptable to split Works, Services or Supplies in attempt to avoid these CPR or the Public Contract Regulations.

Estimating the contract value must consider the value of the total contract duration. To determine the contract process, consult with the Procurement Team.

8. SINGLE QUOTATION PROCEDURE (Value less than £20,000):

Single quotes can be obtained in a variety of ways which may include phone, internet, letter, face to face, however the information needs to be recorded. Where quotations are obtained via phone or face to face interaction, these should be confirmed in writing (e.g. send e-mail or through third party providing written quote)

All quotes are subject to the following processes;

- 8.1 Although a formal procurement process does not need to be followed, value for money needs to be demonstrated.
- 8.2 Officers should select a supplier by any reasonable means.
- 8.3 Request a final written quote from the supplier.
- 8.4 Reasons for the selection are to be recorded centrally.
- 8.5 Raise an appropriate Purchase Order to the supplier using the Council's financial software, prior to placing the order ensuring this refers to or incorporates the relevant contract document(s).

9. MULTIPLE QUOTATION PROCEDURE (Value £20,001 to £75,000):

Having followed QSG:

- 9.1 Identify the appropriate contract to be used or contact the Procurement Team.
- 9.2 Develop and include in the relevant sections of the Council's invitation to bid documents, so that prospective suppliers (including at least one local supplier where practicable without improperly excluding other suppliers) can provide their quotations based on:

The evaluation criteria and

Specification of services/supplies/works required by the Council); and

Performance indicators (if appropriate).

The Procurement Team can assist with developing the relevant criteria/specification/performance indicators.

Open quotation opportunities should use the Council's e-sourcing system if appropriate and publishing the opportunity nationally using Contracts Finder with or without any other advertisement. Best practice would be to publish the opportunity for contracts over £20,000.

- 9.3 The period allowed for responses should be adequate, considering the complexity of the Council's requirements, to provide a reasonable opportunity for suppliers to prepare and submit a quotation. This will normally be at least 10 working days.
- 9.4 Invitation to bid documents should be sent or made available to the suppliers via the Council's e-sourcing system either to the selected suppliers or in an open opportunity. Access to the Council's e-sourcing system will be arranged by the Procurement Team on request.
- 9.5 Any bids received after the appointed date/time will not be considered and advice must be obtained from the Procurement Team as to next steps.
- 9.6 Bids will remain electronically sealed until the appointed time and date and will be opened by the Procurement Team and nominated officer.
- 9.7 Bids must be evaluated against the specified evaluation criteria, liaising with the Procurement Team and the Finance Team to check the information provided by the suppliers and when appropriate investigate the financial status of the supplier(s).
- 9.8 If less than two bids are received, consult with the Procurement Team and follow their recommendations as to whether to arrange a new invitation to bid or obtain other evidence demonstrating that (because of the nature of the opportunity, an absence of suitable competitor suppliers or otherwise) the bid(s) received represent Value for Money.
- 9.9 Record centrally the details of the procurement, including reasons for the selection of the winning bid and/or bids received.
10. **TENDER PROCEDURE (Value more than £75,001 but below the Public Contract Regulations 2015 Financial Threshold):**

Having followed the QSG

Identify the appropriate contract to be entered by using the QSG.
- 10.1 Officers should engage the assistance of the Procurement Team as soon as it is anticipated that a tender may be required.
- 10.2 The Procurement Team will assist Officers with the following steps, including design of scope, evaluation criteria, performance indicators (if appropriate) and mitigation of risks/costs.
- 10.3 Officers should then either:

Select three or more specific potential suppliers to invite to tender (including at least one local supplier, where practicable without or

improperly excluding other suppliers, or

Open tender opportunities should use the Council's e-sourcing system if appropriate and publishing the opportunity nationally using Contracts Finder with or without any other advertisement. Best practice would be to publish the opportunity for contracts over £20,000.
- 10.4 Justification for inviting only selected potential suppliers must be approved by the Procurement Team and recorded with procurement documentation.

- 10.5 The period allowed for responses should be adequate, considering the complexity of the Council's requirements; to provide a reasonable opportunity for suppliers to prepare and submit a tender. This will normally be at least 20 working days.
- 10.6 Invitation to tender documents should be sent or made available to the suppliers via the Council's e-sourcing system either to the selected suppliers or in an open opportunity. Access to the Council's e-sourcing system will be arranged by the Procurement Team on request.
- 10.7 Any bids received after the appointed date and time will not be considered and advice must be obtained from the Procurement team as to next steps.
- 10.8 Bids will remain electronically sealed until the appointed time and date and will be opened by the Procurement Team and nominated officer.
- 10.9 The Procurement Team will manage evaluation of tenders against the specified evaluation criteria and liaise with the Finance Team to check the information provided by the suppliers and if appropriate investigate the financial status of the supplier(s).
- 10.10 The Procurement Team will assist in seeking approval, awarding the contract and completion of the procurement process.
- 10.11 Record centrally the details of the procurement, including reasons for the selection of the winning bid and/or bids received.

11. TENDER PROCEDURE FOR ABOVE PUBLIC CONTRACT REGULATIONS 2015.

Advice must be sought from the Council's Procurement Team where the estimated value is likely to exceed the PCR 2015 Financial Thresholds.

The Procurement Team will manage the procurement process to ensure compliance of the PCR 2015.

The evaluation criteria and weightings must be prepared to enable the most economically advantageous tender or bid (MEAT), to be identified, ensuring that all such criteria are appropriate for and proportionate to the relevant contract.

A report for Corporate Management Team Leadership Team must be prepared for all procurements over the PCR to include and not limited to:

- Nominated contract manager,
- Risk assessments and risk register,
- Contingency measures (including early termination and exit strategy)
- Annual review of insurance policy
- Contractual performance
- Innovations
- Social Value delivery
- Complaints and compliments
- Data Protection issues (if appropriate).

12. TENDER EVALUATION

Tenders must be evaluated in accordance with the evaluation criteria as set out in the invitation to tender documents.

The arithmetic in tenders must be checked by the appropriate officer as defined in the procurement documentation. If arithmetical errors are found they should be notified to the supplier, who should be requested to confirm or withdraw their tender.

13. DECLARATION OF INTEREST

If it comes to the knowledge of a Member or Officer (or other appropriate person) of the Council that a contract in which they have a pecuniary interest has been, or is to be, entered by the Council then they must immediately give written notice to the Monitoring Officer. This needs to be recorded on the annual return.

The Monitoring Officer shall maintain records of all declaration of interests notified by Members and Officers (or other appropriate person).

14. POST TENDER NEGOTIATION

Post tender negotiation is to be the exception and such negotiations shall be conducted strictly in accordance with the following:

- They shall take place at predetermined times and places;
- The Procurement team, Monitoring Officer and the Section 151 Officer or their Deputies, must be notified of the time and venue of all negotiations;
- More than one officer of the Council shall always be present, including either the Monitoring Officer or the Section 151 Officer or their Deputies, or their senior representative.
- The signed record of all meetings shall be kept on file.
- In the event of a contract being awarded, the relevant signed records of meetings shall be bound into the contract.

15. CONTRACT AWARD

15.1 The approval level for accepting tenders and quotations is as follows:

Value	Approval
Up to £20,000	Assistant Director
£20,001 to £50,000	Director
£50,001 to £100,000	CMLT
Above £100,001	Cabinet

15.2 Officers in conjunction with the Procurement Team must notify all suppliers simultaneously and as soon as possible of the intention to award the contract to the successful supplier and stipulating the standstill period (if any) applied in the notification. If an unsuccessful supplier challenges the decision, the Officer shall not award the contract and shall immediately seek the advice of the Procurement Team and Director of Resources.

15.3 Where a contract has been tendered below the PCR 2015 and above £20,000 the Council shall publish a contract award notice on Contract Finder.

15.4 Where a contract has been tendered pursuant to the PCR 2015 the Council shall publish a contract award notice as detailed by the PCR 2015.

16. CONTRACT TERMS AND CONDITIONS

Contracts shall be entered on the Council's terms and conditions, which shall be included with each purchase order and invitation to quote or tender. Exceptions to this rule must be approved in advance by the Director of Resources including terms and conditions used under Framework Agreements.

16.1 Every formal contract in writing within the meaning of CPR shall specify or contain (as a minimum) wherever possible:

- (a) the services, supplies or works to be provided;
- (b) the price to be paid, with a statement of discounts or other deductions;
- (c) the time or times within which the contract is to be performed;
- (d) that all relevant health and safety legislation and codes of practice must be complied with and that any specific health and safety requirements set out in the invitation to tender prior to contract award have been satisfied;
- (e) in appropriate cases (to be determined by the Director of Resources) provide for the payment of liquidated damages by the supplier where they fail to complete the contract within the time specified in the contract or any amendment thereto made in accordance with the terms of the contract;
- (f) a clause empowering the Council to cancel the contract and recover from the supplier the amount of any loss resulting from such cancellation, if the Supplier or any person acting on their behalf shall, in relation to the obtaining or execution of the contract or any other contract with the Council, have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or shall have given any fee or reward the receipt of which is an offence under Section 117(2) and (3) of the Local Government Act 1972, Bribery Act 2010, Data Protection Act 2018 and Modern Slavery Act 2015;-
- (g) a clause requiring the supplier to provide information to the Council for the Council to fulfil its obligations under the Freedom of Information Act 2000 and Environmental Information Regulations 2004;
- (h) appropriate Employers Liability Insurance minimum of £10,000,000 or lower figure based on Officer's risk assessment in consultation with Finance (but not less than £5,000,000);
- (i) appropriate Public Liability Insurance minimum of £10,000,000 or lower figure based on Officer's risk assessment in consultation with Finance (but not less than £5,000,000); and
- (j) appropriate Professional Indemnity Insurance minimum of £1,000,000 or lower or higher depending on the risks and based on Officer's risk assessment in consultation with Finance.

17. EXECUTION OF CONTRACTS

Any contracts valued at above £100,000 shall be formal, made in writing and executed as a deed by the affixing of the Council's common seal or signed by the Director of Resources or other person duly authorised in this regard (as considered appropriate). All other contracts i.e. less than £100,000) may be signed by the relevant Director or other person duly authorised in this regard (as considered appropriate) of the section.

18. CONTRACT REGISTER AND FORWARD PROCUREMENT PLANS

All Directors shall be responsible for the Contracts Register and Forward Procurement Plans and all prospective contracts entered into by the Council in excess of £5,000 unless the contract is less than three months duration.

Information required for maintaining the Contracts Register and Forward Procurement Plans will be provided in a timely manner to meet quarterly publication requirements.

19. FRAMEWORK AGREEMENTS AND DYNAMIC PURCHASING SYSTEMS

Framework Agreements and Dynamic Purchasing Systems (DPS) will contain instructions for use within its terms, and potentially include a requirement for a further competitive process between those suppliers who are parties to the Framework Agreements and DPS. In these cases, a Framework Agreement and DPS shall be tendered in accordance with these CPR and the Public Contract Regulations. Where the Council has entered into a Framework Agreement and/or through procurement or is able to place orders from existing Framework Agreements and/or procured by central government agencies, other local authorities or other third parties, then the Council may benefit from using those contracts without entering into a separate procurement. Procurement Team advice should be sought in advance before awarding a contract to a supplier using a Framework Agreement or DPS not procured directly by the Council.

If an appropriate Framework Agreement is available, it must be considered.

20. COLLABORATIVE PROCUREMENT

These CPR shall apply to any procurement where tenders are invited by the Council on behalf of any partnership, consortium, association or similar body of which the Council is a member, unless such tenders are invited in accordance with the method prescribed by such consortium, association or body and where necessary with the requirements of the PCR 2015.

21. CONTRACT EXTENSIONS

No contract may be extended except in accordance with its terms (subject to financial resources and satisfactory value for money assessment) and comply with the PCR 2015.

Prior to any contract extensions advice should sought from the Procurement Team.

22. WAIVERS OF CONTRACT PROCEDURE RULES

Waivers of any of these CPR shall only be given in exceptional circumstances provided the value does not exceed the PCR financial thresholds. Waivers may not be made retrospectively.

- 22.1 An Officer empowered to let a contract may seek a waiver from a Director and Section 151 Officer or their deputies and if above £100,000 Cabinet. All waivers shall be recorded on the Waiver Form and saved centrally.

23. BONDS, GUARANTEES AND INSURANCE

The Officer shall consider in all contracts the appropriate type (employee liability, public liability, professional indemnity, etc.) and level of insurance requirements for each contract. The Officer shall consult with Finance when determining the appropriate levels of insurance.

- 23.1 For all contracts over £100,000 (and any other circumstances deemed appropriate by the Officer and the Director of Resources), some form of security may be required from the potential supplier as part of the pre-procurement process,

24. OPERATIONAL EMERGENCY

In the event of circumstances rendering emergency measures necessary which cannot expediently be approved through normal Council procedures, the appropriate Officer(s) in consultation with the Managing Director (or a nominated officer), or not less than two Cabinet Members may, notwithstanding anything contained in the Council's CPR or Financial Procedure Rules, authorise the Officer to enter into a contract on behalf of the Council.

In a continuing emergency any action taken, or contract entered into shall be reported to a special Cabinet meeting as soon as possible which shall take such action as necessary to deal with the situation.

Prior to reference to Cabinet, such process of emergency measures shall be subject to a total limit of expenditure up to PCR 2015 Financial Thresholds.

Any adoption of these powers must be reported to the next Cabinet.

25. DISPOSAL OF ASSETS

Disposal and/or reallocation of assets needs to be managed with the same diligence as the acquisition process. Before any disposal and/or reallocation of assets reference must be made to the Council's Disposal Strategy. The Council has a duty of care regarding the disposal of equipment where environmental issues are appropriate.

- 25.1 Records must be retained for the disposal of assets in a similar way as for procurement decisions.
- 25.2 Any items of stock (other than land) deemed obsolete or surplus to requirements must, where the expected loss on disposal is no more than £20,000, be sold or disposed of only on the authorisation of the Director. Where the expected loss on disposal exceeds £20,000 the approval of the appropriate Director (s) must be obtained.
- 25.3 The method of disposing of surplus or obsolete stocks / stores or assets other than land must be determined as follows:

Total Value	Method
Up to £20,000	By whatever means the relevant Director shall decide consistent with the asset disposal rules
£20,000 and up to £100,000	Tender sought by public advertisement, by public auction, or such other means as the Section 151 Officer shall determine after formal written consultation with the Monitoring Officer
Above £100,000	Cabinet

- 25.4 Before an item is disposed of, consideration should be given as to whether there is a use for the item elsewhere within the Council. All options must be explored, and a record kept of the decisions made. It is the responsibility of each Director to establish that legal title rests with the Council prior to the disposal of any item. Disposal of land will in all cases require advice and guidance from the appropriate body as set out in the Council's Financial Regulations.

26. CONTRACT MANAGEMENT

Efficiencies secured under competitive processes will only be realised with effective contractual management.

- 26.1 Named Officer(s) within the relevant section will be responsible for the day to day operational management of any new contract in their section.
- 26.2 The Procurement Team will assist in contract management, particularly in cross-functional (or cross-authority) agreements, with roles being established with sections at contract mobilisation.
- 26.3 Requirements for contract management are to include and not limited to: (as a minimum);
- 26.4 An annual review (in consultation with the Finance Team) of the financial status of any supplier in contract with the Council
- 26.5 Annual check for validity of any required certifications and evidence of current insurance cover
- 26.6 Regular review meetings at agreed intervals to discuss:
- 1) Contractual performance (key performance measures)
 - 2) Social value delivery
 - 3) Innovations or other potential savings in areas relating to the contract or opportunities to improve the range of services provided.
 - 4) Risk identification, evaluation and management on subjects relating to the contract
 - 5) Customer complaints and compliments.
 - 6) Any data protection issues.

Intervals for these review meetings will vary depending on the complexity of the contract/commodity and the total value. Generally, the review meetings for any contract with a high-risk element or above the Public Contract Regulations financial threshold should be held at least six monthly and can be more frequent where performance or risk management are identified as an issue.

- 26.7 For all agreements with a total value above the PCR 2015 financial threshold a report must go annually, via the Managing Director, to the relevant Cabinet Member regarding:

Achievement of contractual objectives within the period

Current contractual direction (continue, review, exit, retender)

27. RETENTION OF DOCUMENTS

It is a legal requirement for commercial records to be retained for inspection by various Government authorities including HMRC.

27.1 The retention period commences once the Tender, Purchase Order or Contract is closed: all “open” documents are retained indefinitely.

27.2 The records to be retained, the retention period and which section retains them are detailed below:

Document	Retained by	Retention Period
Tenders/Quotations	e-procurement system/centrally	7 Years
Purchase Orders	Finance System/Section	7 Years
Contracts	Officer/Deed Room	7 Years
Suppliers Invoices	Finance System/Section	7 Years

The records should be kept in a format that facilitates accessibility for future use.

28. REVIEW AND AMENDMENT OF THE CONTRACT PROCEDURE RULES

The CPR shall be reviewed and updated on an annual basis.