

## Chief Executive Protocol (Cherwell – Oxfordshire)

1. The Employee will divide their time between the councils so that the business needs and objectives of the councils can be met and that there is a fair allocation of time (having regard to the cost sharing arrangements for the Employee).
2. The Employee shall work jointly for and on behalf of the councils pursuant to section 113 of the Local Government Act 1972 and shall be entitled to take binding decisions on behalf of the councils in accordance with their respective constitutions.
3. The Employment Agreement shall remain in force during the term of this Agreement and the Employee shall remain an employee of Cherwell. Nothing in this Agreement will be construed or have effect as construing any relationship of employer and employee between Oxfordshire and the Employee.
4. Oxfordshire shall not require the Employee to do anything which shall or may, breach the Employment Agreement and shall have no authority to vary the terms of the Employment Agreement or make any representations to the Employee in relation to the terms of such Employment Agreement.
5. Oxfordshire shall provide Cherwell with such information and assistance as Cherwell may reasonably require to carry out its obligations towards the Employee.
6. The Employee will usually be based at Bodicote House, Bodicote, Banbury OX15 4AA in Cherwell and County Hall, New Road, Oxford, OX1 1ND, however, the Employee will be expected to travel to/work from other offices within Oxfordshire as required and occasionally attend events and meetings elsewhere, outside of the County.
7. The following obligations will remain with Cherwell:
  - payment of the Employee's salary and any allowances, employer's pension contributions, providing any benefits due to the Employee or their dependants, any payments to third parties in relation to the Employee and making any deductions which it is required to make from the Employee's salary and any other payments which may be due to the Employee;
  - management Issues; and
  - disciplinary action including dismissal.
  - Training and development, appraisal, discipline and performance management arrangements will be the responsibility of Cherwell and will be in line with Cherwell's HR policies in force from time to time.

8. The Employee shall have an annual performance appraisal as set out below:

**Chief Executive Appraisal**

The appraisal should continue to be conducted in March and with a six month review in October. All dates will be arranged by an independent facilitator:

- 1) Chief Executive prepares her draft submission on how she has achieved her targets and met her role profile in the competency framework and suggests targets for next year based on agreed corporate priorities agreed at February council meetings.
- 2) Meeting between Chief Executive and independent facilitator to prepare for appraisal, discuss draft and critical friend approach. Draft revised to finalised version following meeting.
- 3) Meeting with opposition group leaders (or nominated deputy in case of absence) and independent facilitator to discuss draft and any issues and themes to be discussed at the appraisal
- 4) Meeting between Leaders of the Councils (or nominated deputy in case of absence) and independent facilitator to discuss draft and any issues, issues raised by opposition group leaders and themes to be discussed at the appraisal.
- 5) Informal preparation discussion between Chief Executive and independent facilitator.
- 6) Appraisal meeting with Leaders of the Councils (or nominated deputy in case of absence), Chief Executive and independent facilitator.
- 7) Independent facilitator drafts outcomes, agreed with Leaders of the Councils and then passed to Chief Executive for her comment.
- 8) Final document agreed and filed in the employees personnel file at Cherwell District Council, a summary of outcomes and objectives will be circulated to all group leaders.
- 9) Summary of outcomes and objectives reported into next available Joint Personnel Committee as an exempt report.

9. The councils may act jointly in relation to any investigation, grievance, disciplinary, capability or performance issue, raising a concern at work, equality, dignity, bullying, harassment or other claim or action under any of Cherwell's policies or procedures, but any resulting process or action will be undertaken by Cherwell (and the other council acknowledges that it is not entitled to take any disciplinary action against the Employee).
10. Cherwell shall continue to deal with any Management Issues concerning the Employee during the period of this Agreement, where relevant following consultation with Oxfordshire.
11. Each council shall inform the other as soon as reasonably practicable of any other significant matter which arises relating to the Employee or her employment.

12. Where the Employee identifies any actual or potential conflict of interest between the councils in relation to the provision of the Employee's services under this Agreement then the Administrator shall be informed and shall seek to ensure that such conflict is addressed to the satisfaction of both councils.
13. The Employee shall continue to be eligible for sick pay, holiday pay and any absence entitlements in accordance with the Employment Agreement, and shall remain subject to Cherwell's approval and notification procedures.
14. Cherwell shall use its reasonable endeavours to procure that the Employee shall not, except in the proper course of their duties, as required by law or as authorised by Oxfordshire during the period of this Agreement or after its termination (howsoever arising) use or communicate to any person, company or other organisation whatsoever (and shall use their reasonable endeavours to prevent the use or communication of) any Confidential Information relating to Oxfordshire that may be created, developed, received or obtained during the this Agreement. This restriction does not apply to any information that is or comes into the public domain other than through the Employee's unauthorised disclosure.