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| REPORT TO: | Council |
| DATE: | 26 February 2026 |
| SUBJECT: | Terms and Conditions alignment across the South & East Lincolnshire Councils Partnership |
| PURPOSE: | To bring forward the proposals for aligning further Terms and Conditions and to agree to commence delivery. |
| PORTFOLIO HOLDER: | Councillor Jim Astill, Portfolio Holder – Corporate, Governance and Communications |
| REPORT OF: | Aileen Whatmore, Head of HR & OD - PSPS |
| REPORT AUTHOR: | Angela Posey, HR Transformation Manager - PSPS |
| WARD(S) AFFECTED: | N/a |
| EXEMPT REPORT | No |

SUMMARY

In line with the South & East Lincolnshire Councils Partnership Business Case , the Partnership Councils are undertaking a phased programme of work to align workforce Terms and Conditions of employment across Boston Borough Council, East Lindsey District Council and South Holland District Council.

This was also identified as being important in the findings of the Partnership’s LGA Peer Review and the Partnership’s 2023 joint scrutiny.

The alignment of Terms and Conditions is an identified action in the 2025/26 Partnership Annual Delivery Plan.

Phase 1 has already been undertaken. To facilitate further alignment of the Terms and Conditions in Phase 2, there is the need for the Council to adopt a series of revised HR policies, as described in this report. Consultation with Unions and Colleagues would be necessary if Council approval is confirmed.

RECOMMENDATIONS

- a) That Council delegates authority to the Head of Paid Service to lead the employment consultation(s) (excluding those related to the Chief Executive) to further revise Terms and Conditions of employment to seek greater alignment across the South & East Lincolnshire Councils Partnership; and to implement an enhanced on-call provision for the Housing Landlord Services Team at South Holland District Council who undertake emergency repairs outside of working hours.
- b) That Council delegates authority to the Head of Paid Service, in consultation with the Portfolio Holder, to implement revised Terms and Conditions (excluding those that impact the Chief Executive), after staff and union consultation taking into consideration any changes that arise through consultation from the workforce and unions, provided changes are less than or equal to that approved by Council. This includes approving any new policies and policy updates required for the implementation.
- c) That Council approves an amendment to the Pay Policy Statement 2026/27, if following a period of consultation, the proposed changes are implemented as set out in this report, specifically for South Holland District Council this will amend the details related to: 'Redundancy and Severance Payments'.

REASONS FOR RECOMMENDATIONS

- Whilst many Terms and Conditions are now aligned, there remain differences to some Terms and Conditions of employment across the Partnership Councils. With shared officers now in place in several Directorates, development of further aligned Terms and Conditions of employment is required.
- To deliver on the Partnership's Business Case, the Peer Review and scrutiny recommendations and the approved Annual Delivery Plan action.
- Including the revised on-call provision for the Housing Landlord Services Team within the wider Terms and Conditions consultation will streamline staff engagement and allow the service to address operational challenges that currently pose Health & Safety and service-standard risks.

OTHER OPTIONS CONSIDERED

- Do nothing – discounted as this would be contrary to commitments previously made by the Council.

1. BACKGROUND

- 1.1 In May 2024, Boston Borough Council, East Lindsey District Council and South Holland District Council – the South & East Lincolnshire Councils Partnership – all agreed to take

forward a phased programme of work to align employee Terms and Conditions of employment as far as possible.

- 1.2 This is something recognised as being important to the workforce, particularly given that many officers are shared between those Councils.
- 1.3 Whilst a number of Terms and Conditions have now been aligned through the initial phase of work, this report brings forward further Terms and Conditions for alignment, which will conclude the proposed alignment.
- 1.4 On-call arrangements were excluded from the alignment scope because of the varying operational needs across the Partnership. However, within the Housing Landlord Services Team there is an immediate operational requirement to review and adjust on-call payments. As this constitutes a change to Terms and Conditions, it can be incorporated into the proposed consultation. Doing so will help the service address current operational pressures, safeguard critical repairs delivery, and ensure adherence to the Working Time Directive.

2. REPORT

- 2.1 Phase 1 of aligning Terms and Conditions was implemented in April 2025. Since then, a review of further terms for possible alignment was undertaken and the next phase is set out in this report.
- 2.2 The tables below sets out the Terms and Conditions being proposed to align as part of the remaining phase of this project - Phase 2; and the proposed amendment to on-call arrangement for Housing Landlord Services Team, SHDC only. The first table captures non-policy related changes and the second table those changes which will impact policies. Across both tables, those proposals in grey are where there is no impact to SHDC colleagues as they are already aligned to the proposed Term and Condition. They have been included in this table for visibility and completeness.

Table with non-policy related proposed changes:

| Ref | Terms/Policy | Phase 2 Proposals to be consulted | Comments |
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| 1 | Overtime | No change to SHDC as already aligned to best of (x1.5 standard OT (after 37 hours and Sat) (x2.0 Sundays and Bank Holidays) | |
| 2 | Employer and Employee Notice Period | Officers to align to BBC (Except for Probation Period, which is to align to ELDC/SHDC) <ul style="list-style-type: none"> • Grade 1-3 = 1mth • Grade 4-5 = 2 mths • Grade 6-9 = 3 mths | |

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| | | <p>Notice within Probation to align to ELDC and SHDC one week employer notice, which reduces BBC current provision, but only impacts new employees.</p> <p>Chief Officers, including Chief Executive are currently on aligned contract, but proposal to increase notice provision from 3 months to the following. This is consistent with industry standards and ensures operational resilience.</p> <ul style="list-style-type: none"> • AD, Directors/DCX = 4 mths • CEX = 6 mths <p>Employee notice period to be equivalent to Employer notice period.</p> <p>To be amended in Contract template (there is no Policy to share)</p> | |
| 3 | Pay Protection | Align to ELDC (and Shared Pay Officers) Year 1 = 100%, Year 2 = 100% Year 3 = 50% | Any continued TUPE protection will still apply if more advantageous |
| 4 | First Aid Payments | Align to BBC - £17.43 per month. Increase annually in line with NJC awards | (Paid as a fixed monthly payment - No Policy) |
| 5 | Mobility Clause | <p>New Contract templates are updated and already aligned when issued for new employees, these set mobility as any location in SELCP partnership. Many employees have older contracts, with varying different mobility clause arrangements.</p> <p>“Your principal place of work will be [insert location and first line of address e.g. Municipal Buildings, Boston; Priory Road, Spalding or Horncastle Hub, Horncastle, Aura Business Centre, Skegness etc], or at such other place of employment in the service of the Council as reasonably required. The address of the Council is given above.</p> <p>Employees may be required to work, either temporarily or permanently, at any other location specified by the Council inclusive of all ‘South & East Lincolnshire Partnership’ locations which are within a reasonable distance (reasonable being determined solely by the Council) as the needs of the business reasonably requires. An employee's usual place of work may be changed on reasonable notice.”</p> | Following feedback from SHDC PDP this clause is to address the primary place of work and any requirements to travel. Expenses when travelling are already covered in the contract under the ‘Expenses’ clause, and additionally in the separate Travel and Expenses Policy. |
| 6 | Injury Award Scheme | All 3 Councils are aligned in provision. However, the Councils use slightly different wording, so we are proposing we standardise the wording to match the current provision of the Green Book. | |

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| 7 | On-Call Provisions for Housing Landlord Services Team | <p>Increase the on-call payment for the two operatives who cover the out-of-hours emergency repairs service (a main operative and a “buddy”). The main operative will receive £356.10 per week (an increase of £150), and the buddy will receive £256.10 per week (an increase of £50).</p> <p>Attendance at emergency repairs will continue to be remunerated in accordance with the aligned overtime arrangements detailed in this report, which remain unchanged for SHDC.</p> | |
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Table with Policy related changes proposed:

| Ref | Terms/Policy | Phase 2 Proposals to be consulted | Comments |
|-----|-------------------------|--|---|
| 8 | Vehicle Purchase Policy | <p>To align all three policies to create a New S&ELCP Policy. Summary below:</p> <ul style="list-style-type: none"> • Set max price to reduce risk of debt to Council and to employee. Avg. second hand car is circa £16,780 – 80% - £13,424. New car price would also need to account for immediate depreciation from the forecourt, therefore apply 80% to new car price. Consider max amount of lending against salary level – max 20% gross monthly salary (ELDC). • Eligibility – for the purposes of supporting with work duties and commuting to work e.g. not a performance vehicle. • Interest rate to be a minimum of HMRC rate (otherwise is a taxable benefit and submission through P11D processing) • Length of Loan – 4 years max except in the case of cars not more than 3 years old at the date of purchase - max 5 years. (ELDC/SHDC). • Loans are not offered to employees within their probation period. • Repayment of loan required by last date of employment if employment ended (by either party) • Civil proceedings to apply should payment remain outstanding along with interest and associated costs. • Application to be submitted in full to HR for due diligence on pay, AD to sign to approve, Finance to pay vendor and notify of the date payment will be by BACS so employee can advise seller. • Option to transfer loan across Partnership, if employee moves roles. | <p>Policy includes recovery of ‘Associated costs’ following feedback from SHDC PDP.</p> <p>(See Appendix A for Full Policy)</p> |
| 9 | Redundancy | Align to ELDC who apply a multiplier of 2, using actual weeks’ pay – capped at max 60 weeks. | Single addition to clause 8 in |

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| | | | Redundancy and Redeployment Policy (see appendix B) |
| 10 | Annual Leave | <p>Align to BBC (except for Service Managers, proposal for service managers is to align to ELDC)</p> <p>Officers Standard full time Annual leave Entitlement (excluding bank holidays) Year 1 - 29 Days Year 2 - 30 Days Year 3+ - 31 Days</p> <p>Service Manager full time Entitlement (excluding bank holidays) to match ELDC - 31 Days rising to 34 days after 10 years of service.</p> <p>Assistant Directors across the partnership are already aligned, proposal to increase is to align to entitlement of Service Managers: full time entitlement (excluding bank holiday) 31 days rising to 34 days after 10 years of service.</p> | <p>Time off Policy Appendix was amended to include clarity on entitlement excludes statutory bank holidays following feedback from SHDC PDP.</p> <p>To be amended in Contracts and Appendix for Time Off Policy– no change to main body of Policy</p> <p>(See Appendix C)</p> |

- 2.3 The financial impact of the proposed changes is set out in the ‘Financial Implications’ section of the report and this has been factored into the 2026/27 budget (and the proposals that increases HRA costs will be managed within existing budgets), so this report creates no additional financial pressure.
- 2.4 If approved by Council, Manager and Union briefings will be undertaken followed by formal consultation with colleagues and Unions for 45 days.
- 2.5 Due to the requirement for consultation when implementing proposed changes to Terms and Conditions, this report seeks Council’s approval to delegate the authority to the Head of Paid Service to consult with Trade Unions and employees and take forward the implementation of revised Terms and Conditions, thereafter, having considered consultation feedback.
- 2.6 Whilst it is expected that the proposed revisions to Terms and Conditions will be welcomed by colleagues, given the intention is to align to the ‘best of’ within the three Councils, it is possible that following a consultation process employees are not prepared to accept the changes and the Councils may then consider its options which could include as last resort dismiss and reengage colleagues. PSPS HR will continue to support and advise senior officers on the options, to mitigate risks with this project.

3. CONCLUSION

- 3.1 Moving forward with a review of Partnership Terms and Conditions is positive and supports the service review process which is bringing teams and officers together from across the Partnership Councils.

EXPECTED BENEFITS TO THE PARTNERSHIP

Aligned Terms and Conditions of employment were identified for delivery within the Partnership Business Case as it was recognised moving this forward would be important as more teams work together through service reviews.

IMPLICATIONS

SOUTH AND EAST LINCOLNSHIRE COUNCILS PARTNERSHIP

As at 'Expected Benefits to the Partnership'

CORPORATE PRIORITIES

This supports our ambition to continually be more Efficient and Effective.

STAFFING

PSPS HR are supporting the Head of Paid Service and Assistant Director – Corporate in delivering the consultation and process to bring together Terms and Conditions of employment.

For staff directly, there will be a move to new Terms and Conditions of employment, but this should be positive for the workforce.

WORKFORCE CAPACITY IMPLICATIONS

None

CONSTITUTIONAL AND LEGAL IMPLICATIONS

None arising from this report as Council has previously approved the programme of work.

PSPS HR, as our Partnership's HR experts, are supporting this work and will take legal advice where required.

DATA PROTECTION

None arising directly from this report.

FINANCIAL

| Term | SHDC £ Cost |
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| TOTAL | £ 38,127.60 (£27,727.60 General Fund / £10,400 HRA) |
| First Aid Payments | £ 1,257.60 |
| Annual Leave | £ 26,470.00 |
| On-Call Provision for Housing Landlord Services | £10,400 |

RISK MANAGEMENT

PSPS HR, as our Partnership's HR experts, are supporting this work and flag to the Head of Paid Service and Assistant Director – Corporate any emerging risks.

STAKEHOLDER / CONSULTATION / TIMESCALES

Manager briefings and Colleague and Trade Union consultation following the agreement by Council to proceed with the proposals.

Senior Leadership Team, Portfolio Holders; the Partnership's Stakeholder Board and PDP Committee have been consulted.

The item relating to the SHDC Housing Landlord Services Team on-call provisions was introduced after the SHDC PDP meeting due to an emerging operational issue. Consequently, SHDC PDP were not formally consulted. The Assistant Director for Housing, however, sought the views of the PDP Chair and PDP members prior to its inclusion.

REPUTATION

None

CONTRACTS

Terms and Conditions of Employment

CRIME AND DISORDER

None.

EQUALITY AND DIVERSITY/ HUMAN RIGHTS/ SAFEGUARDING

Where necessary, Equality Impact Assessments will be undertaken.

HEALTH AND WELL BEING

Some of the Terms and Conditions to be aligned will have a positive impact on wellbeing.

CLIMATE CHANGE AND ENVIRONMENTAL IMPLICATIONS

None

LINKS TO 12 MISSIONS IN THE LEVELLING UP WHITE PAPER

None

ACRONYMS

AD – Assistant Director

CEX – Chief Executive

DCX = Deputy Chief Executive

HR – Human Resources

PSPS – Public Sector Partnership Services Ltd

SELCP – South & East Lincolnshire Councils Partnership

ELDC – East Lindsey District Council

BBC – Boston Borough Council

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| APPENDICES |
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Appendices are listed below and attached to the back of the report: -

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| Appendix A | SELCP Vehicle Purchase Assistance Policy |
| Appendix B | SELCP Redundancy and Redeployment – Extract only |
| Appendix C | SELCP Time Off Policy – Appendix only |

REPORT APPROVAL

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| Report author: | Angela Posey – HR Transformation Manager - PSPS |
| Signed off by: | Rob Barlow, Chief Executive |
| Approved for publication: | Councillor Jim Astill, Portfolio Holder – Corporate, Governance and Communications |