



**Walsall Council**

## **Appointments Board**

**24 October 2011**

## **Pay and Grading**

### **1. Summary of Report**

On the 11 July 2011 a report went to council regarding the Implementation of Pay and Grading. The 1997 national Single Status agreement required all Local Authorities to implement, a single pay structure for all employees covered by that agreement. The ongoing Pay and Grading process requires the Council to approve new operational personnel policies namely a market supplement policy, dismissal appeals process specific to Pay and Grading, and conditions of service to enable the authority to implement Pay and Grading in a fair and lawful manner. The proposed market supplement policy will enable the Council to apply market supplements in areas where it is difficult to recruit employees in a fair and objective manner or retain key staff. This will help to ensure continuity in provision of essential services. The proposed dismissal appeals policy will provide a fair process to deal with appeals against dismissal in relation to employees who do not agree to their new terms and conditions of employment, under the process of dismissal and re-engagement, in a timely fashion.

### **Recommendation**

1. The Appointments Board is requested approve the particulars of employment, as set out in Appendix 1, attached herewith, subject to minor amendments to be approved by the Head of Human Resources and Development..

## **2.0 Background**

### **Single Status Agreement**

2.1 The 1997 Single Status Agreement requires all local authorities to implement a single pay structure for all employees covered by that agreement. In short, this

is all staff except teachers, youth workers, craft workers and chief officers. These staff are employed on separate terms and conditions. Schools support staff are also included for Community and Voluntary Controlled schools. A key principle of the single status agreement is to achieve equality in pay, by objectively evaluating jobs and creating a pay structure based on this objective measurement. Any historic inequality in pay that existed in a previous structure will be removed. This is measured by the gender pay gap.

2.2 Since late 2008 the Council and joint trade unions have worked constructively to seek to achieve an agreed resolution. This joint work has covered:

- Joint job evaluation panels for all jobs
- Joint job evaluation quality checks for all jobs
- Joint communications and staff briefings
- Negotiations on revised pay structure and allowance proposals.

### **Job Evaluation Process**

2.3 The Council has followed the nationally agreed NJC job evaluation process and used the nationally agreed job evaluation forms. The NJC job evaluation scheme has 13 factors to measure job tasks and responsibilities against. Post holders were asked to complete a job description questionnaire which collates relevant information to enable a post to be scored against the job evaluation factors. The outcome of a job evaluation is an objective job evaluation score. This score ranks the responsibility and scope of the job in the hierarchy of jobs. It does not score the competence of the person filling the job role. All quality checks of job evaluation scores were also managed as per the nationally agreed process. There is an agreed appeal process for reviewing job evaluation scores. The job evaluation process has been audited by internal audit and classed as having “significant assurance”. In addition further audit work is being undertaken internally, and externally to validate the data used in the job evaluation process.

### **Negotiations**

2.4 The management side objectives were to create a pay structure with the following characteristics:

- Fair affordable pay structure
- Reduction in gender pay gap
- Flexibility to develop pay systems to support future service delivery
- Simplified conditions of service
- Minimise legal challenge

2.5 Joint negotiating and consultation (JNCC) meetings were held regularly with the joint trade unions. The law requires that where an employer proposes to

dismiss employees and offer re-engagement (where collective agreement to introduce changes cannot be reached) there is a formal statutory consultation period, where a section 188 letter has to be issued. This letter was issued on 6<sup>th</sup> September 2010 setting out the statutory minimum consultation period of 90 days. So in other words, the Council has consulted significantly longer than the minimum period required by law, as it keen to persuade the Unions to accept the required changes by agreement. Negotiations with trade union colleagues were and continue to be constructive, it has not been possible to reach a collective agreement. As a result of this the council has had to proceed by dismissing and re-engaging all relevant employees to effect the new pay and grading structure as approved at council on 11 July 2011. This is a substantial organisational undertaking, however to date 97% have already accepted the council's new terms and conditions. Negotiations are still ongoing with the trade unions in respect of the new terms and conditions under pay and grading which was the wish expressed, and minor amendments have had to be made to the terms and conditions since they were approved at council. The substantive terms and conditions now need to be approved prior to the go live date for pay and grading on the 1 November 2011, as we cannot have a two tier workforce with different terms and conditions.

2.6 Pay and grading can only be implemented in one of three ways. Firstly, by way of collective agreement with trade unions, secondly through a process known as dismissal and reengagement, and thirdly permitting a two tier workforce to evolve. A collective agreement is a joint agreement between the Council and the signature unions following a ballot of their members. This would have been the ideal method to effect implementation, however, given the nature of single status, very few Authorities have achieved this. It has not been possible to reach a collective agreement therefore the council has had to proceed through dismissal and reengagement. The third option would be to create a two tier workforce of those that accept the new changes and those that do not. It is not desirable to run a two tier workforce, especially where the staff who agreed changes may be "worse off" than colleagues who have not helped the Council move forward by agreeing to the same changes. It also would expose the council to an ongoing risk in respect of equal pay claims.

2.7 The Council has held in depth meaningful negotiations with the joint trade unions since early 2010 with a view to reaching agreement regarding the implementation of pay and grading. Unfortunately, it has not been possible to reach a position that the joint trade unions can recommend their members to accept, which as stated previously has meant that the council has had to proceed with the process of dismissal and re-engagement.

2.8 The Council has formally written to all of its employees on the 13 and 16th July 2011 with their new salary details under the pay and grading scheme as approved by council on the 11 July 2011. Employees were clearly informed that

if this offer were not to be accepted, the employee would be dismissed as of the 1 November 2011 being the date of implementation. The Council has continued to consult with the joint trade unions with a view to avoiding any dismissals, and have continued to inform staff that dismissal would be the consequences of their failure to agree to the new conditions under Pay and Grading. There is a statutory minimum timescale for collective consultation of 90 days before the first dismissal takes effect. Given that the Council started the consultation process in September 2010, the Council has done more consultation than is strictly required. In addition council approved offering pay protection to all employees who were negatively affected by the outcome of pay and grading for twelve months.

2.9 Since the initial letters giving notice to terminate employment were issued to all employees on the 26 July 2011, the council has communicated extensively to make sure that employees were fully aware that if they failed to agree new terms and conditions of employment they would be dismissed as of the 1 November 2011. To date about 7,700 employees have accepted the new terms and conditions. Efforts are still being made to ensure that our employees will still be given an opportunity to agree to new terms and conditions up to and including the 1<sup>st</sup> November 2011. The purpose of the appeals process is to ensure that our employees are offered a full right of appeal against dismissal, in accordance with ACAS procedure, as soon as possible. It is proposed that appeals in relation to the Pay and Grading process would be to Executive Directors, not Elected Members, this is due to the potential volume of appeals and the need for our employees to have early access to a right of appeal. There are no proposals to change the normal right of appeal to Elected Members for dismissals based on other reasons, for example gross misconduct. This has been the subject of consultation with the Trade Unions through the Employment Relations Forum on the 12<sup>th</sup> October 2011.

### **3.0 Equality Implications**

3.1 The current pay structure has led to a number of equal pay claims being submitted citing the pay structure and its associated allowances as discriminatory. Whilst those claims are not the subject of this report, a key objective of the implementing a new pay and grading structure was to reduce the risk of successful equal pay claims to be brought against the council, and to ensure that the council complies with equalities legislation.

### **4.0 Financial Implications**

4.1 The financial implications of implementing the new pay and grading structure were reported to Council in July and costs have been incorporated into the medium term financial outlook. There are no other direct financial implications arising from this report.

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## **5.0 Legal implications**

The council needs to provide by law its employees with terms and conditions of employment.

**Signed:**

**Bethany Evans**  
**Head of Human Resources and Development**

**Date:**

**Signed:**

**Tony Cox**  
**Head of Legal and Constitutional Services**

**Date:**



## Employment Rights Act 1996 Statement of Particulars

### STANDARD

Name					
Date of commencement of employment with this Council					
Date of commencement of employment in this post					
Date of commencement of continuous Local Government Service					
Date of birth		Date on which particulars given			
Criminal Disclosure Check	Yes	No	Enhanced	Standard	

#### Terms and Conditions of Employment

Your employment with this Council will (save as set out below) be in accordance with the National Joint Council for Local Government Services, National Agreement on Pay and Conditions of Service ("the Green Book") and other collective agreements including the Pay and Grading Collective Agreement/s (to the extent that Pay and Grading Collective Agreement/s are reached) negotiated by the Council with its recognised trade unions from time to time. The detail of the agreements provide flexibility for local determination of terms and conditions of employment. Any new agreements will be notified to you accordingly. The terms of this Statement will be effective from 1 November 2011 or any later date which the Council may specify or which the Council and recognised unions may agree as the date for implementation of single status ("Implementation Date"). To the extent that Pay and Grading Collective Agreement/s are reached and any provision of this Statement conflicts with the provisions of Pay and Grading Collective Agreement/s, the latter shall prevail. To the extent that the Green Book or other national agreements conflict with local trade union agreements or this Statement, the latter two shall prevail.

#### Recognition of Continuous Service

For the purposes of entitlements regarding Annual Leave, the Occupational Sickness Scheme and the Occupational Maternity Scheme, continuous service will include continuous previous service with any public authority to which the Redundancy Payments Modification Order (Local Government) 1983 (as amended from time to time) applies.

#### Employment Status

Your appointment is to the post of Post No.  
Your place of work will initially be XXXX, but you may be required to work at any establishment, anywhere in the Borough.

#### Hours of Work

The Council's normal working week (which runs from Monday to Sunday) is one of 37 hours, according to the needs of the service. There may be occasions when you are required to work outside your normal working week, for which paid overtime may be due for staff on or below Grade 6 or time off in lieu may be due for all staff.

The Council operates both set and flexible working arrangements which are determined by individual service areas. Your particular working arrangements will be detailed in your letter of appointment as amended by the Council from time to time.

#### Pay

You are appointed on spinal column point XX of the National Pay Spine within grade XX to. Your current corresponding rate of pay is £ per annum, which, for information only, equates to £XX per hour. You will be paid monthly by bank credit transfer.

Employees appointed to posts covered by the Green Book shall be entitled to progress to the maximum of their pay scale in accordance with the previous arrangements for incremental progression until such time that these arrangements are superseded by local agreement.

[Employees who will lose salary on the Implementation Date may be eligible for pay protection up to 12 months from the Implementation Date in accordance with the terms notified by the Council, to the extent that Pay and Grading Collective Agreement/s are reached, pay protection will be awarded according to the terms of the Pay and Grading Collective Agreement/s.]. **[Drafting Note: to be deleted for staff employed with effect from Implementation Date].**

Any additional payments to which you are entitled will be calculated according to the Green Book and/or any local documents including the Pay and Grading Collective Agreement (to the extent that such Agreement/s are reached or such policies as the Council may from time to time specify (such Council policies to take precedence)). Your particular working arrangements and any additional payments to which you are entitled or other special conditions will be detailed in your letter of appointment as amended from time to time. Employees who receive contractual payments for working arrangements other than normal working hours will be entitled to such payments being included for the purpose of calculating normal pay for all paid leave.

## **6 Probation [delete as appropriate]**

Either:

### **For new starters**

Your appointment will be subject to satisfactory completion of a period of probationary service of 26 weeks or such longer period as the Council may have notified you. During your probationary period, you will be expected to demonstrate your suitability for the post. You should ensure you have been issued with a copy of the employee guidelines on probation which may be found on the HRD intranet pages.

OR

### **For employees who have part completed a probation period at the time of signing the Statement of Particulars**

Prior to the implementation of single status, you had satisfactorily completed part of your probation period of 26 weeks or such longer period as the Council may notify you. Your appointment to your role following the implementation of single status will be subject to satisfactory completion of the remainder of that probation period. During your probationary period, you will be expected to demonstrate your suitability for the post. You should ensure you have been issued with a copy of the employee guidelines on probation which may be found on the HRD intranet pages.

Or:

### **For employees who have completed the probationary period at the time of signing the Statement of Particulars**

Probation does not apply, since you have already completed a satisfactory probationary period in another post with this Council, with another local authority or an organisation covered by the redundancy modification order and your service is unbroken, i.e. continuous service.

## **7 Leave**

The Council operates a variable annual leave year (unless you are notified of alternative arrangements operating in your service area) based on your date of commencement with this authority with each new leave year commencing on the anniversary of their appointment with the Council.

Those employees leaving employment during their leave year are entitled to leave proportionate to the number of completed months during the year. Up to a third of annual leave may be carried forward into the next leave year in special circumstances. This will be at the discretion of your Head of Service. Employees leaving the Council's employment should endeavour to take any outstanding entitlement prior to leaving but may be paid for any untaken leave. Similarly, any leave taken in excess of entitlement will be deducted from final salary.

Leave will be approved in accordance with the needs of the service but will not be unreasonably refused. Leave entitlement varies according to salary scale and length of continuous service as set out below.

The annual leave entitlement for existing employees as at 31 October 2011 will remain unchanged (no increase or decrease) for the remainder of their current leave year but with the addition of the converted bank holiday Tuesdays as detailed in the table below

Statement/Nov 2011 Standard

Leave Year Starts	This Leave Year
On or before 26 April 2011	1 day added to annual leave
27 April to 31 May 2011 inclusive	2 days added to annual leave
1 June 2011 or later	3 days added to annual leave

For the next leave year (starting after the implementation date) for existing employees as at 31 October 2011 (and for employees who commence employment on or after 1 November 2011), the annual leave entitlement will be as detailed in the table below:

Grade	Annual Leave Entitlement	5 years continuous local government service
Grade 1 – 4	24 days	29 days
Grade 5 – 6	25 days	30 days
Grade 7 – 9	27 days	32 days
Grade 10+	28 days	33 days

Part time employees will receive a pro-rata entitlement to these holidays.

### **Bank Holidays**

There are normally 9 public/statutory holidays each year to which employees are entitled to as detailed in clause 7. Part time employees will receive a pro-rata entitlement to these holidays. Employees who are required to work Bank Holidays will receive payment or time of in lieu in accordance with the Council's policies from time to time or the Pay and Grading Collective Agreement/s (to the extent that such Agreement/s are reached). Employees on Maternity leave when the public/statutory holidays fall will be entitled to accrue time off in lieu which must be taken in the same leave year.

### **Sickness**

The Council's Occupational Sickness Scheme is intended to supplement Statutory Sick Pay and Incapacity Benefit. There are certain notification requirements in relation to the Attendance Procedure which will be provided to you separately. The detail of the Sickness Scheme is set out within the National Agreement on Pay and Conditions of Service.

### **Pension**

You will be automatically entered into the Local Government Pension Scheme (LGPS) (subject to the rules governing the LGPS from time to time) unless you formally elect to opt-out of LGPS membership. The LGPS is a contracted-out pension scheme. It therefore provides benefits in place of the State Second Pension Scheme (also referred to as the S2P Scheme). You should have already received an information pack relating to the current LGPS benefits. Further information is available from the payroll and pensions control team within HRD. It is particularly important to consult this section if you have previously been in pensionable employment.

If you do not join the LGPS, your national insurance contributions will include a deduction for the S2P Scheme, provided you meet the lower earnings level.

### **Membership of Trades Unions**

The Council, as your employer, supports the system of collective bargaining and believes in the principle of solving employment relations' issues by discussion and agreement. For practical purposes, this can only be conducted by representatives of the employer and of the employees. If collective bargaining of this kind is to continue and improve for the benefit of both, it is essential that employees' organisations should be fully representative. The Council is associated with other Local Authorities represented on the National Joint Council dealing with Local Government Services Terms and Conditions of Employment.

It is possible for you to be in membership of a trade union representing you on the appropriate negotiating body, and you are encouraged to do so. You have the right to join trade unions and to take part in their activities, equally you have a right not to. Details of the specified trade unions on the appropriate negotiating body are available for you to refer to HR Direct within Human Resources & Development.

### **Health, Safety and Welfare**

As your employer the Council has a legal obligation to take all reasonable steps to ensure your health, safety and Statement/Nov 2011 Standard

welfare whilst you are at work.

As an employee you also have a duty to take care of yourself and others affected by your activity at work and to co-operate with employer's actions taken to comply with the relevant regulations.

The Council has comprehensive Health, Safety and Welfare Policies which comply with legal requirements and you must familiarise yourself with the policies, rules and regulations which apply to your Service Area and to the Council generally, such policies and rules may be amended by the Council from time to time. The policies, rules and regulations are available from [the HRD Intranet]. Breaches of these policies may lead to disciplinary proceedings. Breaches of any legal requirements could lead to criminal action against the employee and/or the Council.

If you are, or become, pregnant you should notify your line manager at the earliest opportunity so that the Council may fulfil its legal obligations in respect of pregnant employees.

The Council has a number of 'family friendly' policies (as amended by the Council from time to time) such as Flexible Working, Carers Leave, Career Break Scheme and Job Share Scheme. If you would like to know more about any of these or any other policies please contact HR Direct within Human Resources & Development.

You should note that the Council operates a 'smoking policy' (as amended by the Council from time to time) which imposes restrictions on smoking at work. You are required to familiarise yourself with this policy and comply with it. Breaches of this policy (and other policies) may lead to disciplinary proceedings.

### **13 Dual Employment**

You are required to notify your Manager if you are undertaking or intend to undertake any additional paid work or any other role which may affect your ability to carry out your duties.

### **14 Maternity Provisions**

The Council's Maternity provisions (as amended by the Council from time to time) are detailed separately and set out the Council's and the employee's obligations. These are available from the HRD Intranet.

### **15 Employee Learning and Development**

The Council is committed to providing learning and development opportunities to its employees and the Organisational Learning and Development Policy (as amended by the Council from time to time) supports this principle.

### **16 Equal Opportunities**

The Council is committed to providing equal and fair treatment for all of its employees and customers and the Equal Opportunities Policy (as amended by the Council from time to time) addresses all related issues. Breaches of this policy may lead to disciplinary proceedings. It is therefore important that you familiarise yourself with this document which is available from the HRD Intranet.

### **17 Code of Conduct**

As Council employees we all serve the public, directly or indirectly. We have a particular responsibility therefore to give our best and to remain fair and impartial in all of our actions.

The Code of Conduct (which may be amended by the Council from time to time) applies to all Council employees and gives advice to enable employees to carry out their duties. Breaches of the Code may lead to disciplinary proceedings. It is therefore important that you make yourself familiar with the Code which is available from the HRD Intranet.

### **18 Discipline and Grievance Procedures**

The Council's Discipline and Grievance procedures (which may be amended by the Council from time to time) are detailed in separate documents which will be provided to you upon your appointment. These are also available from the HRD Internet.

### **19 Notice Periods To Terminate Employment**

The minimum period of notice to which you are entitled from the Council is  
Statement/Nov 2011 Standard

### continuous service

Up to 5 years  
5 to 12 yrs

12 yrs or more

### minimum notice

4 weeks  
1 week for each year of continuous  
employment  
12 weeks' notice.

Where your actions amount to gross misconduct or gross negligence or otherwise entitle the Council to terminate your employment summarily, the above notice periods will not apply.

### Notice Periods to Resign Your Employment

The minimum period of notice to which you are required to give the Council is

Grade	Notice Period
Grade 1 - 6	4 working weeks
Grade 7 – 9	8 working weeks
Grade 10 and above	12 working weeks

The Council may, in its sole and absolute discretion, terminate your employment at any time and with immediate effect by paying a sum in lieu of notice (**Payment in Lieu**) equal to the basic salary (as at the date of termination) which you would have been entitled to receive under this Statement of Particulars during the notice period referred to in this clause (or, if notice has already been given, during the remainder of the notice period) less income tax and National Insurance contributions.

Following service of notice to terminate your employment, by either party, or if you purport to terminate your employment in breach of contract, the Council may by written notice place you on Garden Leave.

During any period of Garden Leave:

- (a) the Council shall be under no obligation to provide any work to you and may revoke any powers you hold on behalf of the Council;
- (b) the Council may require you to carry out alternative duties or to only perform such specific duties as are expressly assigned to you, at such location (including your home) as the Council may decide;
- (c) you shall continue to receive your basic salary and all contractual benefits in the usual way and subject to the terms of any benefit arrangement;
- (d) you shall remain an employee of the Council and bound by the terms of this Statement of Particulars;
- (e) you shall ensure that [POSITION] knows where you will be and how you can be contacted during each working day (except during any periods taken as holiday in the usual way);
- (f) the Council may exclude you from any premises of the Council; and
- (g) the Council may require you not to contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, customer, supplier, agent, distributor, adviser or other business contact of the Council.

## 20 Retirement

If you wish to retire at the age of 65 or over, you will need to put this request in writing to your manager, giving appropriate notice in accordance with the notice periods to resign your employment outlined in this statement of particulars.

## 21 Memberships and Clearances

If your job requires membership or clearance from a statutory body, it is your responsibility to make sure you renew or register your membership. Accordingly, it is a contractual requirement for you to renew such clearances or reregister with statutory bodies as required by the Council and/or the statutory body. You may be subject to disciplinary action should you fail to do so.

### 1) Criminal Disclosure

Where your post is one that, prior to appointment, required you to undertake a Criminal Disclosure Check at the appropriate level, it is a contractual requirement that you be subject to a recheck every three years (or such other period as legislation or best practice or the Council's practice may from time to time require). You will be notified when a recheck falls due. Failure to obtain a renewed Check may result in disciplinary action being taken against you.

You must inform the Council in writing, outlining the details and circumstances, if you commit any criminal offence resulting in a caution, reprimand, warning or conviction during your employment. Failure to disclose may result in disciplinary action being taken and your removal from your duties until such time as disciplinary enquiries are completed.

## **2) Membership of a Registered Body**

Where your post requires you to be a member of a registered body, registration is a contractual requirement and failure to register or de-registration may result in the Council taking disciplinary action against you and/or terminating your employment.

## **3) ISA**

You will be required to comply with the requirement of any Independent Safeguarding Authority (or any similar body) from time to time. Any issue which may arise in this context may result in disciplinary action up to and including dismissal being taken against you.

## **22 Overpayment of Wages**

It is an employee's responsibility to check all payments made through their salary to ensure that they have a lawful right to receive the payment. The current Code of Conduct states "if an employee is overpaid with respect to their salary, wages, allowances etc, the employee is obliged to advise their manager and /or the payroll service. In addition, the council has an obligation to recoup any overpayment, following consultation with the employee concerned".

In accordance with the Employment Rights Act 1996, an employer usually has the right to recover overpayments from employees.

You must review your pay slips and you must notify the Council immediately of any potential overpayment or underpayment.

## **23 Third Party Compensation for Accidents**

If you are absent as a result of an accident you are not entitled to any allowance if damages may be receivable from a third party in relation to such accident. In this event, the Council may, having regard to the circumstances of the case, advance to you a sum not exceeding the sickness allowance provided to you in accordance with your terms and conditions of employment, subject to you undertaking to refund to the Council the total amount of such allowances or the proportion thereof represented in the amount of damages received. Any period of absence in such a case where a refund of the monies advance is made in full shall not be recorded for the purposes of these terms and conditions. Where, however, the refund is made in part only, the council may at its discretion decide to what extent, if any, the period of absence may be so recorded.

## **24 Political Restriction**

If your post is subject to political restriction under the Local Government and Housing Act 1989, by reasons of duties/your occupying a specified post you are required to observe the restrictions placed on you by the Act. Any breaches of the aforementioned restrictions may be dealt with through the Council's disciplinary procedure.

**The documents referred to in this Statement of Particulars should be provided to you on appointment, at your induction or they are available from your Manager, HRD Intranet or HR Direct within Human Resources & Development. Requests for additional information should be made, in the first instance, to your Manager.**



## Employment Rights Act 1996 Statement of Particulars

### FIXED TERM

Name				
Date of commencement of employment with this Council				
Date of commencement of employment in this post				
Date of commencement of continuous Local Government Service				
Date of birth		Date on which particulars given		
Criminal Disclosure Check	Yes	No	Enhanced	Standard

#### Terms and Conditions of Employment

Your employment with this Council will (save as set out below) be in accordance with the National Joint Council for Local Government Services, National Agreement on Pay and Conditions of Service ("the Green Book") and other collective agreements including the Pay and Grading Collective Agreement/s (to the extent that Pay and Grading Collective Agreement/s are reached) negotiated by the Council with its recognised trade unions from time to time. The detail of the agreements provide flexibility for local determination of terms and conditions of employment. Any new agreements will be notified to you accordingly. The terms of this Statement will be effective from 1 November 2011 or any later date which the Council may specify or which the Council and recognised unions may agree as the date for implementation of single status ("Implementation Date"). To the extent that Pay and Grading Collective Agreement/s are reached and any provision of this Statement conflicts with the provisions of Pay and Grading Collective Agreement/s, the latter shall prevail. To the extent that the Green Book or other national agreements conflict with local trade union agreements or this Statement, the latter two shall prevail.

#### Recognition of Continuous Service

For the purposes of entitlements regarding Annual Leave, the Occupational Sickness Scheme and the Occupational Maternity Scheme, continuous service will include continuous previous service with any public authority to which the Redundancy Payments Modification Order (Local Government) 1983 (as amended from time to time) applies.

#### Employment Status

Your appointment is to the post of Post No.

Your place of work will initially be XXXX, but you may be required to work at any establishment, anywhere in the Borough.

Your employment is for a fixed term and will expire automatically on [xxx] subject to earlier termination by either the Council or you giving not less than 4 weeks' written notice of termination such notice to expire no later than the expiry of the fixed term or where your actions amount to gross misconduct, gross negligence or otherwise entitle the Council to terminate your employment summarily then you are not entitled to any notice of earlier termination..

#### Hours of Work

The Council's normal working week (which runs from Monday to Sunday) is one of 37 hours, according to the needs of the service. There may be occasions when you are required to work outside your normal working week, for which paid overtime may be due for staff on or below Grade 6 or time off in lieu may be due for all staff.

The Council operates both set and flexible working arrangements which are determined by individual service areas. Your particular working arrangements will be detailed in your letter of appointment as amended by the Council from time to time.

#### Pay

You are appointed on spinal column point XX of the National Pay Spine within grade XX to. Your current corresponding rate of pay is £ per annum, which, for information only, equates to £XX per hour. You  
Statement/Nov 2011 Fixed term

will be paid monthly by bank credit transfer.

Employees appointed to posts covered by the Green Book shall be entitled to progress to the maximum of their pay scale in accordance with the previous arrangements for incremental progression until such time that these arrangements are superseded by local agreement.

[Employees who will lose salary on the Implementation Date may be eligible for pay protection up to 12 months from the Implementation Date in accordance with the terms notified by the Council, to the extent that Pay and Grading Collective Agreement/s are reached, pay protection will be awarded according to the terms of the Pay and Grading Collective Agreement/s.]. **[Drafting Note: to be deleted for staff employed with effect from Implementation Date].**

Any additional payments to which you are entitled will be calculated according to the Green Book and/or any local documents including the Pay and Grading Collective Agreement (to the extent that such Agreement/s are reached or such policies as the Council may from time to time specify (such Council policies to take precedence)). Your particular working arrangements and any additional payments to which you are entitled or other special conditions will be detailed in your letter of appointment as amended from time to time. Employees who receive contractual payments for working arrangements other than normal working hours will be entitled to such payments being included for the purpose of calculating normal pay for all paid leave.

### **Probation [delete as appropriate]**

Either:

#### **For new starters**

Your appointment will be subject to satisfactory completion of a period of probationary service of 26 weeks or such longer period as the Council may have notified you. During your probationary period, you will be expected to demonstrate your suitability for the post. You should ensure you have been issued with a copy of the employee guidelines on probation which may be found on the HRD intranet pages.

OR

#### **For employees who have part completed a probation period at the time of signing the Statement of Particulars**

Prior to the implementation of single status, you had satisfactorily completed part of your probation period of 26 weeks or such longer period as the Council may notify you. Your appointment to your role following the implementation of single status will be subject to satisfactory completion of the remainder of that probation period. During your probationary period, you will be expected to demonstrate your suitability for the post. You should ensure you have been issued with a copy of the employee guidelines on probation which may be found on the HRD intranet pages.

Or:

#### **For employees who have completed the probationary period at the time of signing the Statement of Particulars**

Probation does not apply, since you have already completed a satisfactory probationary period in another post with this Council, with another local authority or an organisation covered by the redundancy modification order and your service is unbroken, i.e. continuous service.

### **Leave**

The Council operates a variable annual leave year (unless you are notified of alternative arrangements operating in your service area) based on your date of commencement with this authority with each new leave year commencing on the anniversary of their appointment with the Council.

Those employees leaving employment during their leave year are entitled to leave proportionate to the number of completed months during the year. Up to a third of annual leave may be carried forward into the next leave year in special circumstances. This will be at the discretion of your Head of Service. Employees leaving the Council's employment should endeavour to take any outstanding entitlement prior to leaving but may be paid for any untaken leave. Similarly, any leave taken in excess of entitlement will be deducted from final salary.

Leave will be approved in accordance with the needs of the service but will not be unreasonably refused. Leave entitlement varies according to salary scale and length of continuous service as set out below.

The annual leave entitlement for existing employees as at 31 October 2011 will remain unchanged (no increase or decrease) for the remainder of their current leave year but with the addition of the converted bank holiday Tuesdays as detailed in the table below

Leave Year Starts	This Leave Year
On or before 26 April 2011	1 day added to annual leave
27 April to 31 May 2011 inclusive	2 days added to annual leave
1 June 2011 or later	3 days added to annual leave

For the next leave year (starting after the implementation date) for existing employees as at 31 October 2011 (and for employees who commence employment on or after 1 November 2011), the annual leave entitlement will be as detailed in the table below:

Grade	Annual Leave Entitlement	5 years continuous local government service
Grade 1 – 4	24 days	29 days
Grade 5 – 6	25 days	30 days
Grade 7 – 9	27 days	32 days
Grade 10+	28 days	33 days

Part time employees will receive a pro-rata entitlement to these holidays.

### **Bank Holidays**

There are normally 9 public/statutory holidays each year to which employees are entitled to as detailed in clause 7. Part time employees will receive a pro-rata entitlement to these holidays. Employees who are required to work Bank Holidays will receive payment or time of in lieu in accordance with the Council's policies from time to time or the Pay and Grading Collective Agreement/s (to the extent that such Agreement/s are reached). Employees on Maternity leave when the public/statutory holidays fall will be entitled to accrue time off in lieu which must be taken in the same leave year.

### **Sickness**

The Council's Occupational Sickness Scheme is intended to supplement Statutory Sick Pay and Incapacity Benefit. There are certain notification requirements in relation to the Attendance Procedure which will be provided to you separately. The detail of the Sickness Scheme is set out within the National Agreement on Pay and Conditions of Service.

### **Pension**

You will be automatically entered into the Local Government Pension Scheme (LGPS) (subject to the rules governing the LGPS from time to time) unless you formally elect to opt-out of LGPS membership. The LGPS is a contracted-out pension scheme. It therefore provides benefits in place of the State Second Pension Scheme (also referred to as the S2P Scheme). You should have already received an information pack relating to the current LGPS benefits. Further information is available from the payroll and pensions control team within HRD. It is particularly important to consult this section if you have previously been in pensionable employment.

If you do not join the LGPS, your national insurance contributions will include a deduction for the S2P Scheme, provided you meet the lower earnings level.

### **Membership of Trades Unions**

The Council, as your employer, supports the system of collective bargaining and believes in the principle of solving employment relations' issues by discussion and agreement. For practical purposes, this can only be conducted by representatives of the employer and of the employees. If collective bargaining of this kind is to continue and improve for the benefit of both, it is essential that employees' organisations should be fully representative. The Council is associated with other Local Authorities represented on the National Joint Council dealing with Local Government Services Terms and Conditions of Employment.

It is possible for you to be in membership of a trade union representing you on the appropriate negotiating body, and you are encouraged to do so. You have the right to join trade unions and to take part in their activities, equally

Statement/Nov 2011 Fixed term

you have a right not to. Details of the specified trade unions on the appropriate negotiating body are available for you to refer to HR Direct within Human Resources & Development.

## **2 Health, Safety and Welfare**

As your employer the Council has a legal obligation to take all reasonable steps to ensure your health, safety and welfare whilst you are at work.

As an employee you also have a duty to take care of yourself and others affected by your activity at work and to co-operate with employer's actions taken to comply with the relevant regulations.

The Council has comprehensive Health, Safety and Welfare Policies which comply with legal requirements and you must familiarise yourself with the policies, rules and regulations which apply to your Service Area and to the Council generally, such policies and rules may be amended by the Council from time to time. The policies, rules and regulations are available from [the HRD Intranet]. Breaches of these policies may lead to disciplinary proceedings. Breaches of any legal requirements could lead to criminal action against the employee and/or the Council.

If you are, or become, pregnant you should notify your line manager at the earliest opportunity so that the Council may fulfil its legal obligations in respect of pregnant employees.

The Council has a number of 'family friendly' policies (as amended by the Council from time to time) such as Flexible Working, Carers Leave, Career Break Scheme and Job Share Scheme. If you would like to know more about any of these or any other policies please contact HR Direct within Human Resources & Development.

You should note that the Council operates a 'smoking policy' (as amended by the Council from time to time) which imposes restrictions on smoking at work. You are required to familiarise yourself with this policy and comply with it. Breaches of this policy (and other policies) may lead to disciplinary proceedings.

## **3 Dual Employment**

You are required to notify your Manager if you are undertaking or intend to undertake any additional paid work or any other role which may affect your ability to carry out your duties.

## **4 Maternity Provisions**

The Council's Maternity provisions (as amended by the Council from time to time) are detailed separately and set out the Council's and the employee's obligations. These are available from the HED intranet.

## **5 Employee Learning and Development**

The Council is committed to providing learning and development opportunities to its employees and the Organisational Learning and Development Policy (as amended by the Council from time to time) supports this principle.

## **6 Equal Opportunities**

The Council is committed to providing equal and fair treatment for all of its employees and customers and the Equal Opportunities Policy (as amended by the Council from time to time) addresses all related issues. Breaches of this policy may lead to disciplinary proceedings. It is therefore important that you familiarise yourself with this document which is available from the HRD Intranet.

## **7 Code of Conduct**

As Council employees we all serve the public, directly or indirectly. We have a particular responsibility therefore to give our best and to remain fair and impartial in all of our actions.

The Code of Conduct (which may be amended by the Council from time to time) applies to all Council employees and gives advice to enable employees to carry out their duties. Breaches of the Code may lead to disciplinary proceedings. It is therefore important that you make yourself familiar with the Code which is available from the HRD Intranet.

## **8 Discipline and Grievance Procedures**

The Council's Discipline and Grievance procedures (which may be amended by the Council from time to time) are Statement/Nov 2011 Fixed term

detailed in separate documents which will be provided to you upon your appointment. These are also available on the HRD intranet.

## **9 Notice Periods To Terminate Employment**

Your employment is for a fixed term and will expire automatically on [xxx] subject to earlier termination by either the Council or you giving not less than 4 weeks' written notice of termination such notice to expire no later than the expiry of the fixed term or where your actions amount to gross misconduct, gross negligence or otherwise entitle the Council to terminate your employment summarily then you are not entitled to any notice of earlier termination..

The Council may, in its sole and absolute discretion, terminate your employment at any time and with immediate effect by paying a sum in lieu of notice (**Payment in Lieu**) equal to the basic salary (as at the date of termination) which you would have been entitled to receive under this Statement of Particulars during the notice period referred to in this clause (or, if notice has already been given, during the remainder of the notice period) less income tax and National Insurance contributions.

Following service of notice to terminate your employment, by either party, or if you purport to terminate your employment in breach of contract, the Council may by written notice place you on Garden Leave.

During any period of Garden Leave:

- (a) the Council shall be under no obligation to provide any work to you and may revoke any powers you hold on behalf of the Council;
- (b) the Council may require you to carry out alternative duties or to only perform such specific duties as are expressly assigned to you, at such location (including your home) as the Council may decide;
- (c) you shall continue to receive your basic salary and all contractual benefits in the usual way and subject to the terms of any benefit arrangement;
- (d) you shall remain an employee of the Council and bound by the terms of this Statement of Particulars;
- (e) you shall ensure that [POSITION] knows where you will be and how you can be contacted during each working day (except during any periods taken as holiday in the usual way);
- (f) the Council may exclude you from any premises of the Council; and
- (g) the Council may require you not to contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, customer, supplier, agent, distributor, adviser or other business contact of the Council.

## **0 Retirement**

If you wish to retire at the age of 65 or over, you will need to put this request in writing to your manager, giving appropriate notice in accordance with the notice periods to resign your employment outlined in this statement of particulars.

## **1 Memberships and Clearances**

If your job requires membership or clearance from a statutory body, it is your responsibility to make sure you renew or register your membership. Accordingly, it is a contractual requirement for you to renew such clearances or reregister with statutory bodies as required by the Council and/or the statutory body. You may be subject to disciplinary action should you fail to do so.

### **1) Criminal Disclosure**

Where your post is one that, prior to appointment, required you to undertake a Criminal Disclosure Check at the appropriate level, it is a contractual requirement that you be subject to a recheck every three years (or such other period as legislation or best practice or the Council's practice may from time to time require). You will be notified when a recheck falls due. Failure to obtain a renewed Check may result in disciplinary action being taken against you.

You must inform the Council in writing, outlining the details and circumstances, if you commit any criminal offence resulting in a caution, reprimand, warning or conviction during your employment. Failure to disclose may result in disciplinary action being taken and your removal from your duties until such time as disciplinary enquiries are completed.

### **2) Membership of a Registered Body**

Where your post requires you to be a member of a registered body, registration is a contractual requirement and

Statement/Nov 2011 Fixed term

failure to register or de-registration may result in the Council taking disciplinary action against you and/or terminating your employment.

### 3) ISA

You will be required to comply with the requirement of any Independent Safeguarding Authority (or any similar body) from time to time. Any issue which may arise in this context may result in disciplinary action up to and including dismissal being taken against you.

## 22 Overpayment of Wages

It is an employee's responsibility to check all payments made through their salary to ensure that they have a lawful right to receive the payment. The current Code of Conduct states "if an employee is overpaid with respect to their salary, wages, allowances etc, the employee is obliged to advise their manager and /or the payroll service. In addition, the council has an obligation to recoup any overpayment, following consultation with the employee concerned".

In accordance with the Employment Rights Act 1996, an employer usually has the right to recover overpayments from employees.

You must review your pay slips and you must notify the Council immediately of any potential overpayment or underpayment.

## 23 Third Party Compensation for Accidents

If you are absent as a result of an accident you are not entitled to any allowance if damages may be receivable from a third party in relation to such accident. In this event, the Council may, having regard to the circumstances of the case, advance to you a sum not exceeding the sickness allowance provided to you in accordance with your terms and conditions of employment, subject to you undertaking to refund to the Council the total amount of such allowances or the proportion thereof represented in the amount of damages received. Any period of absence in such a case where a refund of the monies advance is made in full shall not be recorded for the purposes of these terms and conditions. Where, however, the refund is made in part only, the council may at its discretion decide to what extent, if any, the period of absence may be so recorded.

## 24 Political Restriction

If your post is subject to political restriction under the Local Government and Housing Act 1989, by reasons of duties/your occupying a specified post you are required to observe the restrictions placed on you by the Act. Any breaches of the aforementioned restrictions may be dealt with through the Council's disciplinary procedure.

**The documents referred to in this Statement of Particulars should be provided to you on appointment, at your induction or they are available from your Manager, HRD Intranet or HR Direct within Human Resources & Development. Requests for additional information should be made, in the first instance, to your Manager.**