



Terms and Conditions of Employment

(National Joint Council for Local Government Services)

Human Resources & Organisational Development

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Terms and Conditions of Employment

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1. Terms and Conditions of Employment

Appointment is subject to the National Agreement on Pay & Conditions of Service of the JNC for Local Government Service (referred to as the 'Green Book'). In addition to the national conditions, the Council has also adopted local conditions of service which are available on the Council's Intranet.

Below is a brief outline of the main terms and conditions of employment.

2. Pre-employment Checks:

Right to Work in the UK

It is the Council's policy to ask **ALL** External Job Applicants to produce the necessary original documents (photocopies are not acceptable) which employers must check and copy in accordance with the Immigration, Asylum and Nationality Act 2006 to establish an excuse for new employees.

The onus remains on the potential employee to demonstrate that they are permitted to do the job the Council is offering and are eligible to work in the UK.

Appointment will be subject to a satisfactory check and must be made before a person starts working for the Council.

Disclosure & Barring Service (DBS) Disclosure

If a post is subject to a DBS Disclosure it will be stated in the vacancy and applicants will be given a copy of the Council's Safer Recruitment & Employment: Disclosures for Recruitment procedure.

Successful candidates will be required to authorise the Council to apply for disclosure of information from the Disclosure & Barring Service. This authorisation must be given at the time the application is made. No check will be made, however, until an appointment is offered.

Appointment will be subject to a satisfactory check and must be made before a person starts working for the Council.

References

Appointment will be subject to receipt of satisfactory references and must be made before a person starts working for the Council.

Medical

Appointment will be subject to a satisfactory medical report from Occupational Health and must be made before a person starts working for the Council.

Political Restriction

Under the provisions of the Local Government and Housing Act certain employees of local authorities are subject to restrictions on the political activities they are able to undertake. The restrictions cover membership of local authorities, Parliament and the European Parliament as well as involvement in political activities such as canvassing.

Some of the Council's posts are deemed 'politically restricted' under the provisions of the Local Government and Housing Act. If this is the case, then it will be stated in the vacancy and new appointees are provided with further details during the appointment process.

3. Salary

Salary will be paid on the 18th day of each month by credit transfer into the employee's bank or building society account.

Employees have a responsibility to check their remuneration which is detailed on their payslip. In the event of any error they report it immediately. The Council will take immediate action to remedy any underpayment and recover any overpayments.

Annual increments are paid on 1 April each year until the maximum of the salary scale is reached. The payment of increments is dependent on the employee completing six months' service in the grade by the following April. Employees with less than six months' service in the grade by 1 April will be paid their first six months after their date of appointment.

New appointees will be placed at the bottom of the grade and will receive increments in line with current arrangements which are either annual or six months after their start date if they begin service (or take up a new post) after 1 October in any year subject to conditions being met.

4. Hours of Work

The full-time equivalent contractual working hours for the post will be 36 hours per week and will be stated on the vacancy.

5. Working Arrangements

Employees working arrangements are as agreed with their employing department.

If the Council's Flexi-Time Scheme is relevant to the post, the employee will be given a copy of the details of the Scheme upon induction.

6. Premium Payments

The rates of enhancements to hours worked are detailed in the tables overleaf.

Part-time workers

It should be noted that part-time employees are only entitled to these enhancements in circumstances where full-time employees in the establishment would qualify. Therefore a part-time employee would have to work full-time hours before these enhancements apply.

Employees paid over Spinal Column Point (SCP) 34

For employees above SCP34 the Council shall have discretion to pay the allowances set out (except additional hours) or to apply an inclusive rate of pay to take all the features of the job into account. For planned additional hours working the Council may also make an additional payment.

Employees on a flexible working scheme or who use TOIL

All employees on flexible working schemes or who have the ability to take TOIL should use the scheme before resorting to any of the payments. If an employee is eligible for the above schemes, payments for additional work will only be made with the agreement of the line manager.

Allowances

Only one enhancement (the highest) will be payable at any one time. No other entitlements apart from those stated will be paid.

Premium Payments Tables

Band A and B							
	Monday to Friday			Saturday		Sunday	
	Day 8:00 to 20:00	Evening 20:01 to 22:00	Night 22:01 to 8:00	Day/Evening 8:00 to 22:00	Night 22:01 to 8:00	Day/Evening 8:00 to 22:00	Night 22:01 to 8:00
Basic Hours Contractually Enhanced*	Nil	20%	33%	50%	50%	100%	100%
Additional up to 36 hours	Plain time	Plain time	Time + 33%	Plain time	Time + 33%	Plain time	Time + 33%
Additional over 36 hours	Plain time	Plain time	Time + 33%	Plain time	Time + 33%	Plain time	Time + 33%

Band C and Above							
	Monday to Friday			Saturday		Sunday	
	Day 8:00 to 20:00	Evening 20:01 to 22:00	Night 22:01 to 8:00	Day/Evening 8:00 to 22:00	Night 22:01 to 8:00	Day/Evening 8:00 to 22:00	Night 22:01 to 8:00
Basic Hours Contractually Enhanced*	Nil	20%	33%	50%	50%	50%	50%
Additional up to 36 hours	Plain time	Plain time	Time + 33%	Plain time	Time + 33%	Plain time	Time + 33%
Additional over 36 hours	Plain time	Plain time	Time + 33%	Plain time	Time + 33%	Plain time	Time + 33%
Call out	Time + 50%	Time + 50%	Time + 50%	Time + 50%	Time + 50%	Time + 50%	Time + 50%
Standby – same rate all week	Set Amount	Set Amount	Set Amount	Set Amount	Set Amount	Set Amount	Set Amount
Additional hours SCP35 and above	Plain time	Plain time	Time + 33%	Plain time	Time + 33%	Plain time	Time + 33%

*Contractual hours are enhanced by the percentage shown when worked at these times.

7. Annual Leave

The annual leave entitlement for employees is 27 days per leave year.

The annual leave entitlement will increase by 5 days after 5 years continuous service to 32 days per leave year.

Employees also receive 8 days statutory/public holidays per leave year. The leave year generally runs from 1 April to 31 March.

Entitlement will be pro-rata for part-time employees.

8. Unpaid Leave

Employees starting with the Council after June 2013 will take 4 days unpaid leave (unless notified otherwise) on a pro rata basis and have deductions from salary applied accordingly.

The Council will make a deduction from salary taking into account the total number of unpaid days that will be taken from the date employment commences to 31 March 2016 and applying monthly installments

Employees who commence work part way through a holiday year but work in a service where a shutdown will not be applied should add unpaid leave to their holiday entitlement on a pro-rata basis.

9. Pension

The Council operates the Local Government Pension Scheme (LGPS). The LGPS is administered by Merseyside Pension Fund for Wirral Council employees.

Employees with contracts of more than 3 months will automatically be entered into the Local Government Pension Scheme.

Employees who are not members of the scheme can opt in at any time. Employees can opt out of the Scheme at any time.

New appointees are given details of the Pension Scheme during the appointment process. However, details are available on the Merseyside Pension Fund website: www.merseysidepensionfund.org.uk

How much an employee's contribution costs is dependent on how much an employee is paid but it will be between 5.5 and 7.5 % of their pay and a contribution is also made by the Council. The Scheme provides for a range of benefits including annual pensions, widows' pensions, children's allowances, retirement with a provision for ill health and death grants.

Please note: The LGPS is contracted out of SERPS (State Earnings Related Pension Scheme) and therefore the national insurance rate paid by an individual is paid on a reduced rate.

10. Probationary Period

Probationary service shall not apply to anyone who has continuous local government service with another employing authority and therefore has already been subject to a probationary period (with no break in service between joining Wirral and the previous authority). Any issues over performance should be dealt with under the capability procedure.

Appointments are subject to satisfactory completion of probationary service of six months for employees paid at SCP21 and above and three months with a possible extension to six months for employees paid below SCP21. Probationary periods must not be for more than 12 months in total.

11. Notice

Employees are entitled to receive, and are required to give, the following periods of notice of the termination of their employment:

3 Calendar Months: Chief Officers, Deputy Chief Officers and employees remunerated in accordance with salary grade PO7 and above or comparable scales of other negotiating bodies;

2 Calendar Months: Employees paid on Principal Officer grades 1 to 6 or comparable scales of other negotiating bodies;

1 Calendar Month: All employees who are paid between pay bands D to H;

A minimum of one weeks notice must be given for employees on pay bands A to C.

In situations where the Council is giving notice to the employee, in accordance with the Employment Rights Act 1996, the Council must give at least one week's notice for every year of continuous employment, up to a maximum of 12 weeks or the notice period set out above determined by their grade if this is greater.

The Council's definition of a calendar month is one month from the date the employee actually gives notice, e.g. if an employee handed in their resignation on 10 September, they would be entitled to leave the Council on 9 October.

12. Sickness

Completed Service

Less than 4 months
4 months to 1 Year
1 Year to 2 Years
2 Years to 3 Years
3 Years to 5 Years
After 5 Years

Sick Pay Entitlement

1 month full pay
1 month full pay, 2 months half pay
2 months full pay, 2 months half pay
4 months full pay, 4 months half pay
5 months full pay, 5 months half pay
6 months full pay, 6 months half pay

Absence from Work and Occupational Health & Wellbeing

In accordance with the Attendance Management policy, if for any reason an employee cannot come to work, they should telephone their manager as soon as is reasonably practicable on the first day of their absence.

If for any reason they cannot attend an occupational health appointment they must contact their manager and occupational health at least 48 hours prior to the appointment. Failure to do so may result in the employee being charged for the cost of the appointment.

13. Employee Code of Conduct

Employees must adhere to the Council's Employee Code of Conduct.

14. Code of Corporate Governance

The Council should be able to demonstrate compliance with the **Code of Corporate Governance**, and this in turn places a responsibility on all people involved in the delivery of the Council's services and functions to be able to demonstrate compliance with it.

Therefore, all new employees appointed on Spinal Column Point 33 or above will receive a letter as part of the appointment process and be asked to formally confirm their acknowledgement and acceptance of the Code of Corporate Governance.

15. Confidential Reporting (Whistleblowing)

The Council is committed to tackling all forms of malpractice and abuse and operates a Confidential Reporting (Whistleblowing) Policy. All malpractice and illegal acts will be dealt with seriously.

16. Grievance

If an employee has a grievance relating to their employment they have a right to express it, and the Council has an agreed procedure for doing so.

17. Disciplinary

Any breach of disciplinary rules will render an employee liable to disciplinary action which will normally include initially a warning for offences in relation to conduct or incapability or suspension followed by dismissal or instant dismissal for offences of gross misconduct unless there are mitigating circumstances.

Gross misconduct is misconduct of such a nature that the Council is justified in no longer tolerating the continued presence at the place of work of the employee who commits an offence of gross misconduct. The Council has a Disciplinary Procedure in place and details are also contained within the written statement of particulars.

18. Safety, Health & Welfare

It is the responsibility so far as it lies within its power to do so for this Council to prevent injuries to its employees. To this end, every reasonable effort will be made to provide safe and health working conditions. To achieve this, the active co-operation of all employees is essential. There is a legal obligation on employees to co-operate on safety, health and welfare matters and to do everything possible to prevent injury to themselves and others by adhering to the provisions of the safety, health and welfare programme.

Dealing with Emergencies

The Council is classified as a Category 1 responder under the Civil Contingencies Act. This Act places certain responsibilities to respond in times of civil emergencies. It may require employees to undertake different roles at work to ensure the Council can maintain its critical services and functions. Any such request will always be made in consultation with the trade unions and the individual employee.

19. Membership of a Trade Union

The Council, as an employer, supports the system of collective bargaining in every way and believes in the principle of solving industrial relations' problems by discussion and agreement. For practical purposes, this can only be conducted by representatives of the employers and of the employees. If collective bargaining of this kind is to continue and improve for the benefit of both, it is essential that the employees' organisations should be fully representative. The Council is associated with other local authorities represented on the national and provincial councils dealing with local authorities' services. It is equally sensible for employees, too, to be in membership of a trade union representing them on the appropriate negotiating body and they are encouraged to do so.

Employees have the right to join a trade union and to take part in its activities.

20. Car Allowance

Car mileage is payable in accordance with Her Majesty's Revenue and Customs rates.

21. Car Purchase Loans and Car Leasing

The Council operates a loans scheme for car purchase and a car leasing scheme for authorised car users.

22. Travel and Subsistence

Employees necessarily incurring additional expense in the course of their work in respect of travel, meals or overnight accommodation will be reimbursed approved expenses subject to appropriate evidence of expenditure being produced. Expenses will be paid at the Council's current Travel & Subsistence Rate subject to an overall maximum.

23. Smoke Free Policy

The Council in accordance with legislation operates a 'Smoke Free' policy within its buildings. Provision is made, however, for designated smoking areas. The Council also provides access to Smoking Cessation Courses for its employees.

24. Benefits

Benefits may include membership of the Local Government Pension Scheme, generous holiday entitlement, ongoing training and development opportunities, a range of work-life balance options, childcare voucher scheme etc.

25. Equality & Diversity

The Council is committed to equality of opportunity for everyone regardless of their race, nationality, religion, belief, gender, sexual orientation, disability, age or marital status.

The Council is committed to achieving the Equality Standard, a national framework on equality produced by the Employers' Organisation for Local Government. The aim of the Standard is to ensure equality is at the heart of service delivery and employment in all aspects of the Council's work.

The Council will not tolerate any form of discrimination, harassment, bullying or victimisation.

26. Rights of Pregnant Employees

If an employee is or becomes pregnant they may qualify for benefits under the Council's maternity provisions scheme.

Employees are entitled to the benefits of their terms and conditions which would have applied if they had not been absent.