

# Terms of Employment

For Green Book Staff

## 1. Employment Checks

This contract is subject to the appropriate employment checks being successfully undertaken, for example Disclosure and Barring Service and medical checks, along with evidence of any required qualifications and registrations held.

## 2. Right to Work Checks

You will be required to produce documentation as proof of your eligibility to work in the UK before your start date. If you have a pending application for permission to work or have time limited rights to work in the UK, the Council will conduct follow up checks on your documentation in accordance with Home Office guidance. If your permission to work rights change or are withdrawn you must inform your manager immediately. If you are unable to produce satisfactory evidence your employment will be terminated.

## 3. Probation

For all employees joining the County Council your employment will be subject to a probationary period, which will normally last for 6 months. At the end of the period, subject to your performance being satisfactory, your employment with the County Council will be confirmed.

## 4. Place of Work

Your place of work is stated above. However, in appropriate circumstances and following consultation with you, it may be necessary, in the interests of the service, for us to require you to work at other locations either on a permanent or temporary basis in future.

## 5. Pay & Allowances

Your appointment and starting salary is on the pay scale, as indicated above, which has been determined by use of the National Joint Council for Local Government Services. Subject to satisfactory service your salary will rise by annual increments (subject to the maximum of the scale not being exceeded) on 1st April or if you commenced employment between 2nd October and 31st March, six months following your start date. Such increments due thereafter will take effect from 1st April each year.

Notification of any future changes to your salary, including the payment of increments and general increases, will either be contained in your monthly pay statement or in a separate letter.

Your salary and any eligible allowances under the Green Book and /or the Standby and Call out framework in force from time to time will be paid in arrears into your bank or building society by bank credit transfer.

## 6. Deduction of Salary

The County Council has the right to deduct from your salary any sums due to them including, without limitation, any overpayment of salary, expenses, exceeded annual leave entitlement and any advances of loans made to you by the County Council. In the event of such sums being due to the County Council on the termination of your employment, and if your final salary payment is insufficient to allow for the whole of any such deduction, you will be required to repay the outstanding amount due to the County Council within one month of the date of the termination of your employment, unless agreed otherwise.

## 7. Notice to Terminate Employment

The minimum notice period you are required to give to terminate your employment is;

<b>Grade / Salary Band</b>	<b>Notice you are required to give</b>
Scale A to Scale H	4 weeks
Scale I to Scale J	8 weeks
Scale K upwards	12 weeks

The minimum period that the County Council is required to give you to terminate your employment is;

<b>Period of Continuous Service</b>	<b>Minimum Notice Period</b>
One month or more but less than two years	One week
Two years or more but less than twelve years	One week for each year of continuous service
Twelve years or more	Twelve weeks

If your appointment is temporary or fixed term it is expected to end on the date specified but may be terminated earlier, in which case you will be given at least one weeks notice.

On termination of your employment you shall immediately return to the County Council all property of the County Council of whatsoever nature or description.

The County Council reserves the right to implement a normal retirement age.

## 8. Hours of Work

Your contracted weekly hours are stated above. Your normal working hours and working pattern, including any shift/ rota pattern will have been discussed with you at appointment and will be notified to you by your line manager. The Council may alter any shift/rota pattern from time to time, in accordance with the needs of the service. You will be given reasonable notice of any such alteration and in respect of material changes will be consulted.

If you are expected to work overtime, hours will normally be agreed in advance with your manager. Part time employees are not entitled to enhanced overtime rates until their weekly working hours exceed 37.

Flex-time and time off in lieu (TOIL) are only applicable where your terms and conditions are covered by the Green Book and this is agreed by your Strategic Director.

If your contracted hours are annualised:

- a. the number of hours you are contracted to work over a year (annualised hours target) is set out above and includes paid annual leave and public holidays. A year is based upon a leave year. The actual number of hours you will need to work after annual leave and public holidays will normally be notified to you on an annual basis.
- b. As you are employed on an annualised hours contract you do not have set hours of work and you agree to work flexibly. You will be given as much notice as reasonably practicable of the hours of work allocated to you for each monthly period, subject to change in the event of any fluctuation in requirements.

c. You will not be entitled to payment for additional hours until you have achieved your annualised hours target. Payment for additional hours over and above your annualised hours target will be at your normal hourly rate.

d. An adjustment to future salary payments will be made in the event that you either fail to meet or exceed your annualised hours target during an annualised hours year.

### Caretakers (Shire Hall)

In addition to your normal working week you are contracted to work 1 hour overtime, Monday to Friday based on a shift pattern and weekend overtime on a rota pattern both notified to you by your line manager. Contracted overtime is dependent on the needs of the business and may be withdrawn following one month's notice.

### 9. Leave

Annual leave starts from 1 April each year for employees in service prior to 1 December 2017. For employees who commenced employment with the County Council from 1 December 2017, the annual leave year will start on the date they commence employment not on 1 April e.g. if you start on the 14th April, your annual leave year will end on 13th April the following year.

Employees leaving the Council will be paid any accrued outstanding annual leave entitlement. If however, a member of staff has taken more annual leave than they have earned, then the Council will deduct the value of those days from their final pay.

For employees contracted to work 52 weeks per year, your annual leave entitlement will depend on the length of your continuous service with local government and be calculated as follows:

Spinal Column Point	Period of continuous service at start of leave year		
	Up to 4 years	Over 4 years and up to 10 years	10 years and over
SCP 1-10	23 days/170.2 hours	28 days/207.2 hours	28 days/207.2 hours
SCP 11-17	24 days/177.6 hours	28 days/207.2 hours	29 days/214.6 hours
SCP 18-29	25 days/185 hours	30 days/222 hours	30 days/222 hours
SCP 30-38	27 days/199.8 hours	30 days/222 hours	31 days/229.4 hours

The above entitlement is in addition to eight Bank Holidays and other public holidays, together with one extra day to be taken at Christmas on a day to be determined by the County Council. Annual leave entitlement is reduced on a pro-rata basis if you are employed on a part-time basis. Those starting or leaving employment are entitled to annual leave proportionate to the service completed during the leave year. For those working term time only (TTO), annual leave must not be taken during your actual weeks worked.

All annual leave is to be taken with the advance agreement of your line manager. Every effort will be made to accommodate your wishes on the timing of annual leave, but there may be occasions when your manager or supervisor cannot meet these because of the needs of the service.

For employees contracted to work less than 52 weeks per year then your leave entitlement, including Bank Holidays and other public holidays, is adjusted to reflect your work pattern. The calculation is based on the following variables:

- (a) your contracted working hours;
- (b) your contracted working weeks;
- (c) your continuous Local Government service;
- (d) your salary scale.

A further explanation of this information can be found at [www.warwickshire.gov.uk/hr](http://www.warwickshire.gov.uk/hr).

## 10. **Sickness**

If you are absent from work on account of illness or injury you should ensure that your line manager is notified of your absence and when your illness commenced, as soon as possible, on the first day of absence. You are required to complete and return a County Council self-certification form to your line manager for absence of a part day and up to seven days. For absence beyond seven days you are also required to obtain a medical statement signed by a doctor. Saturdays and Sundays are deemed to be working days for this purpose. More details of absence procedures can be found under the absence section at [www.warwickshire.gov.uk/hr](http://www.warwickshire.gov.uk/hr).

The County Council reserves the right, at any stage of absence to require employees to provide a medical certificate and/or to undergo a medical examination from an Occupational Health Advisor specified by the County Council.

Your entitlement to sickness allowance in the event of your absence as a result of illness or injury is described in the National Agreement on Pay and Conditions of Service of the National Joint Council for Local Government Service and shown in the chart below:

<b>Years of Service</b>	<b>Entitlement</b>
During the first year	1 months full pay and (after completing four months service) 2 months half pay
During the second year	2 months full pay and 2 months half pay
During the third year	4 months full pay and 4 months half pay
During the fourth and fifth year	5 months full pay and 5 months half pay
After five years service	6 months full pay and 6 months half pay

At the start of any period of illness your entitlement to sick pay will be calculated and will include the aggregate of all the sickness absences taken during the preceding twelve months.

If your absence is or appears to be as a result of any the fault of a third party, in respect of which you may be able to claim damages, you should immediately notify the Council of that fact and of any claim, settlement or judgement made or awarded in connection with it together with any relevant details that the Council may reasonably require.

The Council may require you to co-operate in any related legal proceedings brought on it own behalf against the third party, or require you to include a claim for sick pay on behalf of the Council (known as a subrogated claim) in any claims you are making against the third party and refund to the Council any monies recovered in relation to loss of earnings for the period of sickness absence as the Council may reasonably determine (less any costs incurred by you in the recovery of those monies), provided that the amount to be refunded to the Council does not exceed the total amount paid to you by the Council.

## 11. **Disciplinary and Grievance Procedure**

The County Council's Disciplinary and Grievance Procedures apply to your appointment. If you have a grievance in the first instance you should speak to your line manager. Copies of the County Council's Disciplinary and Grievance Procedures are at [www.warwickshire.gov.uk/hr](http://www.warwickshire.gov.uk/hr).

## **12. Pension Arrangements**

### **Permanent employees**

When you commence employment you will be enrolled in the Local Government Pension Scheme (LGPS) and **must** complete a membership form. You can choose to opt out of the LGPS if you wish. To be treated as if you were never a member of the LGPS for this employment you must opt out within three months of commencing employment. You can choose to opt out within two years of commencing employment and receive a full refund of contributions but you will suffer a deduction of tax.

### **Temporary staff**

You can elect to join the LGPS and if you wish to do so must complete a membership form. Temporary employees with a contract of more than three months will be enrolled in the LGPS on commencement of employment or, if your contract is less than three months, if it is extended beyond three months.

### **50/50 Scheme**

An alternative to full membership of the LGPS is to join the 50/50 scheme, where a member can choose to pay a half rate contribution for a pension of half the full entitlement.

### **Automatic enrolment**

Employees of the County Council who are not members of the LGPS or who are members of the LGPS 50/50 scheme are subject to the Government's automatic enrolment legislation and will be automatically enrolled in the main LGPS every three years from the County Council's automatic enrolment date of February 2013.

As an alternative to joining the LGPS you can either:

- make arrangements for a personal pension with an independent provider or
- make arrangements for a stakeholder pension or
- make no pension arrangements

Further information on the Local Government Pension Scheme and membership and other forms can be obtained from Pensions Services, Warwickshire County Council, Shire Hall, Warwick and at: [www.warwickshire.gov.uk/pensions](http://www.warwickshire.gov.uk/pensions)

## **13. Trade Union Membership**

The County Council, as your employer, supports the system of collective bargaining in every way and believes in the principle of solving employment relations problems by discussion and agreement. For practical purposes, this can only be conducted by representatives of the employers and 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 County Council is associated with other local authorities represented on the National Joint Council for Local Government Services dealing with local authorities services. It is equally sensible for you to join a trade union representing you on the appropriate negotiating body and you are encouraged to do so. The County Council has a recognition agreement with the following Trade Unions as representing employees: Unison, GMB, Unite (TGWU).

## **14. Cars/Car Parking**

If you are required to travel away from your normal place of work you are required to provide a car or make reasonable equivalent arrangements which are satisfactory to the County Council. You must

ensure that you have appropriate insurance for business use. Further information can be found in the Travel Code of Conduct at [www.warwickshire.gov.uk/hr](http://www.warwickshire.gov.uk/hr).

You should note that the use of any car parking facilities which the County Council makes available at or near your workplace are provided on a discretionary basis only and should not be regarded as a contractual entitlement.

#### **15. Other work**

If you wish to engage in any other business or take up any additional appointment you must seek the prior permission of your line manager. Permission may be withheld or withdrawn if it is deemed that it impacts on or conflicts with your County Council employment.

#### **16. Politically Restricted Posts**

If your post is politically restricted this is indicated above. A document explaining the political restrictions, the implications of this as well as exceptions can be found at [www.warwickshire.gov.uk/hr](http://www.warwickshire.gov.uk/hr).

#### **17. Continuous Service**

If you have previous continuous service with an organisation covered by the Redundancy Payments (Local Government) Modification Order (which covers local authorities and related bodies) this will be included in calculating your entitlement to:

- maternity pay
- redundancy payment
- sickness allowance
- annual leave

If, following a TUPE transfer, you return voluntarily to local government service within five years and without a break in employment, all previous continuous service will be recognised for the purpose of calculating annual leave, occupational maternity pay and occupational sick pay.

#### **18. Health & Safety**

The County Council expects you at all times to act reasonably and to observe all duties imposed on you by statute, County Council Policy, and local arrangements, to protect and preserve the health, safety and welfare of yourself and other employees at work and any other persons who may be affected by your actions or work.

You should make yourself familiar and comply with all employee responsibilities as detailed in the WCC Health and Safety Policy along with any specific arrangements, procedures, risk assessments, and safe systems of work pertinent to your work activity or workplace.

You should report to your manager any health and safety hazard, risk or hazardous/dangerous occurrences which come to your notice. For further details of your obligations under health and safety legislation and policy, please refer to the Health and Safety Policy at [www.warwickshire.gov.uk/hr](http://www.warwickshire.gov.uk/hr).

#### **19. Employer and Employee Responsibilities**

The public is entitled to expect the highest standards of conduct from all employees who work for the County Council. These are set out in the Employer and Employee Roles and Responsibilities document and are aimed at ensuring that employees are aware of the standards of behaviour expected from them by the County Council. They include the requirement to inform your line manager if you are ever cautioned, charged with, or convicted of a criminal offence. Failure to observe the standards set out in this code will be regarded as serious and any breach will render an employee liable to disciplinary action, which may include dismissal. The Employer and Employee Responsibilities document is available at [www.warwickshire.gov.uk/hr](http://www.warwickshire.gov.uk/hr).

## **20. Confidentiality, Data Protection and Privacy**

You may have access to and handle confidential information relating to individuals, staff, other parties and Council business, during your employment. Information must be kept accurate, factually correct and handled correctly and securely. You must not whilst you are employed or after your employment ends disclose to any unauthorised person, that confidential information except where permitted by law, or authorised by the Council.

Staff must understand and agree to comply with the Council's Information Compliance Policy and associated standards and procedures for the handling and security of information. Links can be found at [www.warwickshire.gov.uk/imdataprotection](http://www.warwickshire.gov.uk/imdataprotection). A breach of these will be regarded as serious and will render an employee liable to disciplinary action which may include dismissal.

## **21. Monitoring**

You should be aware that the County Council reserves the right to monitor and/or record your use of all telecommunications and computer systems. Accordingly, you should not expect any privacy in relation to your use of such facilities.

## **22. Equal Opportunities**

The County Council is committed to the principles of fairness and equality in relation to recruitment, training, development and treatment of all employees irrespective of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex and sexual orientation. All of the County Council's policies, practices and procedures relating to recruitment, training, development and promotion are administered equally and in accordance with the applicable laws.

All of the County Council's employees are expected and required to uphold these principles set out in the Equality and Diversity Policy Statement which can be found at [www.warwickshire.gov.uk/hr](http://www.warwickshire.gov.uk/hr). Failure to observe these principles will be regarded as serious and any breach will render an employee liable to disciplinary action, which may include dismissal.

## **23. Uniforms**

If required, you must wear a specified uniform as defined by your service or Line Manager

## **24. Restrictions**

In order to protect the Confidential Information and business connections of the County Council to which you have access as a result of your employment, you agree with the County Council that you shall not during the course of your employment, solicit or attempt to entice away from the County Council the business, custom of or have any business dealings with anyone who is a customer or prospective customer which will also include any firm, company, organisation or person who is/was a customer or prospective customer of the County Council, with a view to providing goods or services to that customer in competition with the County Council.

In addition, you agree with the County Council that you shall not for nine months after the termination of your employment, solicit or attempt to entice away from the County Council the business, custom of or have any business dealings with anyone who is a customer which will also include any firm, company, organisation or person who, during the nine months before termination, is/was a customer of the County Council, with a view to providing goods or services to that customer in competition with the County Council.

If you do so during the course of your employment this will be regarded as serious and any breach will render you liable to disciplinary action, which may include dismissal.

“Confidential Information”: means information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) which is not in the public domain relating to the business, products, affairs and finances of the County Council for the time being confidential to the County Council and trade secrets including, without limitation, technical data and know-how relating to the business of the County Council or any of its business contacts.

## **25. Other Terms and Conditions of your Employment**

Except where otherwise stated in this document and in the letter accompanying this statement, the terms and conditions of your employment are those set out in your conditions of service (commonly referred to as the 'Green Book'). The Green Book can be found at [www.warwickshire.gov.uk/hr](http://www.warwickshire.gov.uk/hr). In addition, your terms and conditions of employment are determined and can be amended by local agreements negotiated with the Trades Unions recognised by the County Council for collective bargaining purposes.

The County Council reserves the right to change any of your terms and conditions (excluding basic pay, sick pay and pension entitlements) from time to time to reflect the changing needs of the organisation and to comply with new legislation. Any changes that the County Council deems to be significant will not be introduced without consultation with the recognised unions nor without reasonable notice being given of the change.

If you are unable to access them at [www.warwickshire.gov.uk/hr](http://www.warwickshire.gov.uk/hr), your line manager will be able to give you access to the documents referred to in this contract.