

LONDON BOROUGH OF EALING

PART 2

CORE CONDITIONS

LOCAL AGREEMENT ON TERMS AND CONDITIONS OF SERVICE

1st September 2001



PART 2

PREFACE

The conditions of service are arranged in four parts, each of which contains important information relating to the application of these conditions that you need to be aware of. It is essential to refer to each of these documents and to seek advice and support as appropriate.

- Part 1** Contains details of the arrangements for implementation and variation of the local conditions of service as well as the protection arrangements and constitution of the local joint committee.

- Part 2** Contains the core conditions of service.

- Part 3** Contains detailed procedures to give effect to the core conditions.

- Part 4** Contains Council policies and guidance notes on appropriate use of the procedures.

CONTENTS

1.0	EQUALITIES	1
2.0	APPOINTMENT AND PROBATION.....	1
2.1	Medical Examinations.....	1
2.2	Qualifications	2
2.3	Probation	2
2.4	Recruitment Incentives.....	3
2.5	Continuous Service	4
2.6	Conditions of Service - Temporary Workers	4
2.6.1	Casual Employees	4
2.6.2	Fixed Term Contract Employees	5
2.6.3	Assimilation of Temp Staff	5
2.7	Part Time Workers	6
3.0	OFFICIAL CONDUCT	6
4.0	INDUCTION, TRAINING AND DEVELOPMENT	6
5.0	HEALTH, SAFETY & WELFARE.....	7
5.1	Health & Safety Policy	7
5.2	Accidents On and Off Duty.....	8
5.2.1	Accidents on duty	8
5.2.2	Accidents off duty.....	8
5.2.3	Reporting accidents.....	8
5.3	Assaults on Employees - Legal Representation	8
5.4	Indemnification Against Risk of Assault	8
5.5	Protective Clothing.....	9
6.0	PAY	9
6.1	Payment of Salary.....	9
6.2	Pay of Part Time Employees	9
6.3	London Agreement.....	9
6.4	Ealing Supplement	9
6.5	Reimbursement of Employees' Costs Arising From Payment Errors	9
6.6	Additional Payments	10
6.7	Other Employment Or Appointments and Private Work	11
7.0	REIMBURSEMENT OF EXPENDITURE.....	11
7.1	Reimbursement of Expenses	11
7.2	Mileage Claims.....	12
7.2.3	Out of Borough Journeys.....	12
7.3	Travel warrants.....	13
7.4	Season Ticket Loans.....	13
7.5	Assisted Bicycle Purchase Scheme	13
7.6	Assisted Car Purchase Scheme.....	13
7.7	Meals on Duty	14
7.8	Telephones.....	14
7.9	Attendance Allowance – Local Joint Committees	14
8.0	GRADING	14
8.1	Grading and Job Evaluation	14

8.2	Linked Grades	15
8.3	Trainees	15
9.0	ALLOWANCES AND ADDITIONAL PAYMENTS	16
9.1	Additional Discretionary Payments.....	16
9.2	Shift Allowances	16
9.3	Additional Duties	16
9.4	Resident School Caretakers - Council Tax.....	16
10.0	WORKING TIME.....	16
10.1	Hours of Work.....	16
10.2	Flexible Working Hours	18
10.3	Additional Hours of Work.....	18
10.4	Job Sharing	19
10.5	Working Reduced Hours	19
10.6	Non-standard Working	20
10.7	Homeworking	20
10.8	Secondments	20
11.0	LEAVE.....	21
11.1	Annual Leave.....	21
11.2	Christmas Leave	23
11.3	Other Leave.....	23
11.3.1	Special Leave:.....	23
11.3.2	Bereavement Leave:.....	23
11.3.3	Public Service Leave	24
11.3.4	Jury Service.....	24
11.3.5	Leave for election candidates and agents.....	24
11.3.6	Leave for employees serving in non-regular forces	24
11.4	Extended Leave.....	25
11.5	Accumulated leave.....	25
11.6	Maternity Leave Scheme	25
11.6.3	Health and Well-being	26
11.6.4	Maternity Leave Entitlement	26
11.6.5	Maternity Pay.....	27
11.6.6	Right to return to work	28
11.6.7	Exercise of the right to return to work.....	28
11.6.7.1	Notifying an intention to return before the normal end of the maternity period.....	28
11.6.7.2	All employees	29
11.6.8	Relationship of scheme with sickness and annual leave.....	29
11.6.9	Definitions	30
11.6.10	Pension.....	30
11.6.11	General.....	30
11.7	Parental & Maternity Support Leave	31
11.8	Adoption leave.....	32
11.8.1	Eligibility for adoption leave	32
11.8.2	Pre and trial placement adoption leave	33
11.8.3	After placement adoption leave	33
11.8.4	Unpaid adoption leave	34

	11.8.5	Returning to work from adoption leave	35
12.0		MEDICAL AND SICKNESS	35
	12.1	Medical Examinations	35
	12.2	Sickness Absence Reporting.....	36
	12.3	Sickness Payment Scheme and Statutory Sick Pay (SSP)	36
	12.3.2	Medical Appointments.....	37
	12.4	Redeployment of Staff on Medical Grounds	37
	12.5	Substance And/or Alcohol Abuse.....	38
	12.6	Medical Capability Review	38
13.0		REORGANISATION	39
	13.1	Service Reorganisation	39
	13.2	Excess Travelling Expenses	40
	13.3	Assimilation, Redeployment & Severance	40
	13.3.1	General Considerations.....	41
	13.3.2.1	Assimilation;.....	41
	13.3.2.2	Redeployment	42
	13.3.2.3	Pay Protection In Cases Of Assimilation Or Redeployment To A Lower Graded Post	43
	13.3.2.4	Severance	45
14.0		GRIEVANCES	47
15.0		DISCIPLINE AND EFFICIENCY	48
16.0		LEAVING THE COUNCIL	49
	16.1	Giving Notice.....	49
	16.2	Severance Scheme	49
	16.3	Appeals Against Dismissal	49
	16.4	Security of Accommodation	50
17.0		MISCELLANEOUS PROVISIONS	50
	17.1	Trades Union Representatives	50
	17.2	Inspection of Personal Files	51
	17.3	Employees Indemnity	51
	17.4	Telephone Monitoring	52
	17.5	Long Service Memento.....	52
	17.6	Disruption to Normal Transport Services.....	52

1.0 EQUALITIES

- 1.1** The Council is committed to ensuring equality of opportunity in employment and the provision of services. As a means to achieve this the Council will strive to ensure that its policies and procedures work to remove all forms of discrimination and to employ and promote a workforce, which broadly represents the community that it serves.
- 1.2** Employees must comply at all times with the current guidance on conduct detailed in the Council's Equality & Diversity Policy (and Code of Conduct, both in part 4) which is issued to all staff and revised from time to time. Failure to do so may result in disciplinary proceedings, possibly leading to dismissal.
- 1.3** Employees experiencing or witnessing discrimination at work should raise the issue at the earliest opportunity with their designated manager or if this is difficult, with the next level of management. Employees may use the grievance procedure (Section 14) to seek to resolve issues of discrimination, victimisation or harassment in the workplace. The Council provides guidance for managers on tackling harassment in Part 4.

2.0 APPOINTMENT AND PROBATION

2.1 Medical Examinations

- 2.1.1** Before an appointment is confirmed, the person to be appointed must complete a questionnaire form about his or her medical history and give the necessary authority for the Occupational Health Unit (OHU) physician to obtain any medical records required. The OHU medical staff will assess the completed form and advise on the person's fitness for the post.
- 2.1.2** Medical examinations (by the OHU physician) or health assessment interviews (by the OHU medical staff) will only be carried out when considered necessary. A medical examination or assessment is required for certain categories of staff. These categories will be reviewed from time to time in consultation with the OHU physician and a schedule of these posts appears in Part 3, paragraph 2.1. A decision to examine employees not included in these categories will be determined by the OHU physician and will depend on particular circumstances. This may include applicants where a former employer's reference shows a high level of sickness absence (refer to part 3 paragraphs 2.1.5 & 2.1.6).
- 2.1.3** Subject to the Access to Medical Records Act, the OHU physician will obtain further medical information from doctors, consultants or specialists when appropriate. The full details of this information will remain confidential however the OHU Physician will pass on sufficient information about the employee's medical condition to allow the relevant manager to take any necessary action to comply with legislation and/or improve the situation and/or avoid exacerbating the employee's condition. If an employee refuses to give his/her permission to allow access to this information, this may jeopardise his/her future employment, or in the

case of a prospective employee may lead to the offer of employment being withdrawn. See part 3, paragraph 2.1.

2.2 Qualifications

All newly recruited employees must produce evidence of any essential academic or professional qualifications required on the employee specification before their appointment will be confirmed. An appointment may be offered subject to evidence of qualifications being produced within a reasonable period to be agreed with the designated manager. A mechanism for this is provided in part 3, para 2.2.

2.3 Probation

2.3.1 All new employees will serve a minimum probationary period of six months following their appointment. All internal appointments are subject to a six-month performance review period, except for assimilations, redeployments and medical redeployments, which are covered by other arrangements.

2.3.2 Designated managers will ensure proper induction and will monitor and record progress in order to complete an assessment within five months of employees starting in their new post.

- i)** Regular meetings will be scheduled to:
 - a)** set and inform the probationer/inductee of requirements for performance, workload, deadlines and any appropriate departmental contacts;
 - b)** provide supervision and feedback on performance and quality of work;
 - c)** allow the manager and/or the probationer/inductee to identify and consider any issues, areas of concern and/or needs at the earliest possible stage.
- ii)** Other than normal supervision sessions, probationers/inductees have the right to be accompanied by a trade union representative or colleague at all stages of the procedure.

2.3.3 A probationary period may be terminated for unsatisfactory behaviour and/or performance within six months. If there have been any periods of absence by the employee or following action under the probationary staff work review procedure this may be extended beyond six months (subject to a maximum of twelve months in total). Extensions are offered as an alternative to withdrawal of the offer of employment and are conditional on an agreement being made between the probationer and the designated manager before the end of the initial six months.

- 2.3.4** New employees who are serving a probationary period will be subject to the minimum statutory notice period until confirmed in post at which time the appropriate contractual notice period will apply.
- 2.3.5** The procedures relating to probation and performance review are set out in part 3, para 2.3.
- 2.3.6** A probationary review hearing will be held to deal with any issues of misconduct or unacceptable performance arising during the probation period or a probationer who will not be confirmed in post at the end of the probation period. This includes the right to:
- i)** be given full details of the issues of poor performance/behaviour;
 - ii)** written notice to attend and put their case to a formal probation review hearing chaired by the designated manager to consider these issues;
 - iii)** be accompanied by a trade union representative or colleague.
- 2.3.7** All new employees have the right of appeal to a higher level of management as set out in part 3, paragraph 2.7 if their probation is not successful.
- 2.3.8** The timescales set out in the procedure will be adhered to unless varied by agreement of the parties in each individual case.
- 2.3.9** Issues of poor performance and/or behaviour relating to inductees during a performance review period will be dealt with using the Disciplinary and Work Review Procedure (para 15). This will be initiated at stage 2 of that procedure if related to a failure to meet the required level of performance at the end of the six-month performance review period.

2.4 Recruitment Incentives

- 2.4.1 Car Loans** - Subject to the conditions in part 2, paragraph 7.6 designated managers may offer a car loan as a recruitment incentive to new employees who are already in receipt of a car loan from their previous employer, where justified by business needs (for example; the requirement to regularly carry clients, heavy loads, or equipment, etc in the course of Council business), or the employee is designated as an essential car user.
- 2.4.2 Interview expenses** will be reimbursed to an agreed upper limit. Travel costs will be reimbursed on production of a valid travel ticket or receipt,

or at the public transport rate for interviewees making their journey by car (see part 3, paragraph 7.1.4). Successful candidates who do not take up their offer of a new post will not be reimbursed any interview expenses. If these have already been reimbursed, they will be asked to repay any expenses received.

2.5 Continuous Service

2.5.1 Part 2, paragraph 14 of the National Agreement defines continuous service for the purposes of calculating entitlements to Annual Leave, the Occupational Sickness Scheme and the Occupational Maternity Scheme, including retaining earlier entitlements for employees in post at 31 March 1997.

2.5.2 The continuous service provision of the National Agreement is extended to include any employees who originally transferred from Ealing to an organisation not covered by The Redundancy Payments (Continuity of Employment in Local Government etc.)(Modification) Order 1999 in circumstances in which the Transfer of Undertakings (Protection of Employment) Regulations applied, and who:

- i) continued to be wholly or substantially employed doing the work that transferred from the council to the contractor and;
- ii) is then subsequently appointed to a post with Ealing without any break in service or other permanent paid employment having intervened

2.6 Conditions of Service - Temporary Workers

2.6.1 Casual Employees

2.6.1.1 Casual employees will be paid for the hours they work. No other conditions of service will apply, except that:

2.6.1.2 The casual employee will be provided with such training/guidance as is necessary to comply with Health and Safety and other legal requirements.

2.6.1.3 Where the placement or a series of placements continues beyond four weeks duration the employee will accrue leave from the start of the continuous employment, and take that leave, in accordance with the entitlements set out in part 2. paragraph 11.1.1. If the placement ceases before four weeks then the minimum entitlement under the Working Time Directive (and UK Regulations) shall apply.

2.6.1.4 The designated manager will ensure that any performance shortfalls, and requirements for improvement, are brought to the attention of the casual employee at the earliest possible opportunity. The procedures established for staff serving a probationary period (Part 3, Paragraph 2.3), except that if the employee fails to meet the performance requirements within the initial 12 weeks of employment the employment will be terminated.

2.6.1.5 The employee's contractual status will be clarified at or by the eleventh week. In the absence of such clarification and where a single placement continues beyond thirteen weeks, the employee will be deemed to be employed on a fixed term contract with full pro rata terms and conditions of employment: starting from the beginning of the fourteenth week, and; terminating one year from the start of the placement, or earlier by notice.

2.6.2 Fixed Term Contract Employees

Fixed term contract employees will be employed on full pro rata conditions of service, except that the provisions of Part 2 paragraph 2.3 (probation) will be deemed to start from first day of fixed term contract.

2.6.3 Assimilation of Temp Staff

2.6.3.1 A temporary employee will be appointed to the permanent staff at the end of a fixed term contract, or after completion of one years service in a temporary placement (whichever is the later) provided that:

- i)** The work the employee is engaged to do is expected to continue for at least twelve months.
- ii)** The temporary employment is not linked to the absence of a permanent employee (for example who is sick, on leave or on secondment) who is expected to return to the duties. No other employee has a right to be assimilated or redeployed to undertake that work.
- iii)** The employee is satisfactorily carrying out the full duties of the post. (Note the employee will be deemed to have performed satisfactorily unless disciplinary action is being taken or is pending under the probation, disciplinary, work review or medical capability procedures).

- iv) Where any of the criteria are not met, and the council still requires the duties to be carried out on a temporary basis, the employee may be offered a further fixed term contract the duration of which will reflect the time needed to resolve the situation.

2.6.3.2 Guidance on the employment of temporary staff, including statutory rights and regulations is provided in Part 4.

2.7 Part Time Workers

Part time employees will be employed on the full pro rata conditions of service of the equivalent full time post except where Part 2, paragraph 8.1 of the National Conditions of Service applies. (Also see formula for working out pro rata entitlement to public holidays in part 3, paragraph 10.4.4.).

3.0 OFFICIAL CONDUCT

- 3.1** Employees must maintain conduct of the highest standard so that public confidence in their integrity is maintained. Employees must comply with the guidance on conduct detailed in the “Ealing Council Code of Conduct for Employees” which is issued to all staff and revised from time to time. Failure to do so may lead to disciplinary action, possibly leading to dismissal.
- 3.2** As a condition of employment employees must sign a declaration that they have received the Code of Conduct. Managers will ensure that the meaning and purpose of the Code of Conduct is covered fully within the first week of the induction programme for all new employees. Employees who still do not understand any part of the Code of Conduct must refer to their designated manager, or a departmental personnel officer, for an explanation within the first month of taking up the post. At the end of the first month in post the employee will be required to sign a further declaration that they have read and understood the Code of Conduct (copy in part 4).

4.0 INDUCTION, TRAINING AND DEVELOPMENT

- 4.1** The Council’s commitment to employee training and development aids effective recruitment, induction and retention of staff. The Council’s support for Investors in People is fully compatible with the provision of cost effective, high quality services.
- 4.2** All employees, whether full or part time, can be supported in a number of ways, including interest free Council career development loans and study leave (part 3, para 4.3.4). It is recognised that all employees have entitlement to some form of training. Details of conditions and support available to employees are outlined in part 3, paragraphs 4.1 - 4.4.
- 4.3** The induction programme must include those matters relating to the Council’s Code of Conduct and Health & Safety prescribed in paragraphs 3.2 and 5.1.3 respectively

4.4 For the purposes of part 2, paragraph 3.1 of the National Conditions of Service ‘Approved training and/or development’ is defined as: Training and/or development which an employee is required to undertake (due to business/service needs, policy, statute or regulation) to obtain a skill and/or qualification necessary to comply with the specified duties and responsibilities of his/her post.

4.5 The Council’s General Policy on Training, Development and Learning is in part 4.

5.0 HEALTH, SAFETY & WELFARE

5.1 Health & Safety Policy

5.1.1 Employees must comply with the guidance on conduct detailed in the Council’s Health & Safety Policy (*in part 4*), which is issued to all staff. Failure to do so may result in disciplinary action.

5.1.2 The Council is responsible for the provision of a safe working environment for all its employees, and to this end will ensure that its health and safety policies, procedures and practices are carried out.

5.1.3 Managers must ensure that all aspects of Health & Safety are given priority within the induction programme for all new employees (including temporary employees). Specific regard must be given to the following:

- i)** First Day - all appropriate information regarding: corporate, departmental and service specific health & safety policies; emergency egress points; fire & emergency evacuation procedures (including identifying fire wardens); general health & safety issues such as breaks, toilets and refreshments; first aid points, accident/incident reporting etc.
- ii)** Before being required or allowed to undertake work (especially involving any potentially dangerous equipment, process or procedure) - a copy of the risk assessment for that activity and/or area of work; appropriate instructions and/or training; how to report or get advice on any issue of concern.
- iii)** Users of visual display screen equipment should be made aware of the Council’s VDU policy which will include the option of being referred for an eye test (see part 4) and if considered necessary; the provision of an allowance payable towards the cost of an NHS eye test and; if prescribed for VDU use, a further allowance towards the cost of appropriate lenses (see part 3, para 6.2).

5.2 Accidents On and Off Duty

5.2.1 Accidents on duty

Employees must notify their designated managers of all details of any accident, injury or industrial disease on duty at the earliest possible opportunity. See part 3, paragraph 5.1.1. Subject to periodic reports by the OHU physician and the director of the employing department concerned to the Executive Director of Resources, an employee who is unfit as a result of an injury/illness sustained in the course of his/her duties will receive the equivalent of full pay after any deductions allowable under the sickness scheme (i.e. for SSP/Incapacity Benefit - see National Conditions part 2, para 10.5). Any deductions will cease if the employee becomes subject to a notice period.

5.2.2 Accidents off duty

Employees must notify their designated managers of any accident or injury off duty that may affect their ability to do their normal duties at work to their manager at the earliest possible opportunity. See part 3, paragraph 5.1.2.

5.2.3 Reporting accidents

Details of the procedures applying to the reporting of accidents on and off duty are in part 3, paragraph 5.1.

5.3 Assaults on Employees - Legal Representation

The Council has agreed to provide legal representation for employees assaulted in the course of their duties. The procedure is shown in part 3, paragraph 5.2.

5.4 Indemnification Against Risk of Assault

5.4.1 The Council maintains an insurance policy providing the following benefits to any employee or voluntary helper who suffers injury as a result of assault, explosion (including injury whilst searching for explosives), and/or attack by animals:

- | | | |
|-------|--|--|
| (i) | Death or loss of one or more limbs or eyes | 5 times annual earnings minimum
£10,000 |
| (ii) | Permanent total disablement (other than loss of limbs or eyes) | ditto |
| (iii) | Temporary total disablement from engaging in profession or occupation | 50% of wages or salary for 104 weeks |
| (iv) | A benefit based upon a percentage of (i) and (ii) above dependent upon the severity of the permanent injury. | |

5.4.2 The Council have declared their intention to pay to any affected employee or in the case of death, his/her dependents, any monies received as a result of a claim on the Council's insurers.

5.5 Protective Clothing

5.5.1 Designated managers will issue employees with appropriate protective clothing, which is renewable at appropriate intervals, where health and safety reasons make it essential. Employees must use protective clothing issued to them solely for the purpose for which it is provided.

5.5.2 All protective clothing issued to employees remains the property of the Council and employees will be expected to account for them.

6.0 PAY

6.1 Payment of Salary

Employees' salary is paid into their nominated bank or building society accounts, normally on the 26th of each month for monthly paid employees, and on the Friday of each week for weekly paid employees.

6.2 Pay of Part Time Employees

The pay of part-time employees shall be pro rata to the equivalent full time employee.

6.3 London Agreement

Salaries will be paid in accordance with the Outer London Pay Spine and any other applicable conditions as determined by the Greater London Provincial Council in the London Agreement (Gold Book).

6.4 Ealing Supplement

A supplement of £282 per year (for employees paid up to spinal column point 17), or £141 per year (for employees paid at or above spinal column point 18) is paid to employees in posts which fall within the scope of the former National Joint Council Conditions of Service for Administrative, Professional & Technical Staffs. The future application of this allowance will be considered as part of the joint review of pay & grading (see implementation agreement in part 1).

6.5 Reimbursement of Employees' Costs Arising From Payment Errors

If the Council makes late or incorrect payments into employees' accounts which are the fault of the Council, or due to a failure of the BACS system, designated managers will arrange for reimbursement of the actual costs incurred by any employee. Managers must

receive satisfactory evidence from the employee that the charge was made as a direct result of the late or incorrect payment.

6.6 Additional Payments

6.6.1 Overtime for employees up to, and including, spinal column point 28

Employees who are required to work hours in excess of their full time contracted hours outside their standard working week (or fixed work pattern if so applied) will be paid overtime as set out in Part 3 Paragraph 2(a) of the National Agreement on Pay and Conditions of Service. Employees working on a designated 'free day' or 'rest day' (see part 2, paragraph 10.1.2(i)) will be paid at the appropriate 'Saturday' or 'Sunday' overtime rate (respectively).

6.6.2 Certain categories of employees receive additional payments, which relate to the nature of their work. These are detailed with applicable rates in part 3, paragraph 6.1. Standby allowances are also referred to in part 2, paragraph 10.3.2.

6.6.3 Most employees who work in schools work on a term time only basis. Other employees may have agreed term time only working as an alternative working pattern.

- i) Staff who work term time only will have their pay calculated using the following formula:

$$P = \frac{(A+L+S) \times F \times H}{52 \times W}$$

Where:

A is the contracted number of weeks worked per year (for example 38, 39 or 40)

F is the full time annual salary applying to the post

H is the number of hours the employee is contracted to work each week

L is the full time annual leave entitlement expressed in weeks (divide the number days by five and express to the nearest single decimal place)

P is the pro rata annual salary

S is the number of fixed ('Bank' + 'Ealing') holidays expressed in weeks (normally 8 + 3 days pa = 2.4)

W is the hours worked per week by equivalent full time staff

The figure (**P**) obtained will provide the employee's annual pay, which should

be:

- a) paid as equal monthly instalments (monthly paid employees)
or
b) paid as equal weekly instalments (weekly paid employees)

ii) When the employee leaves the term time post the annual part time salary is recalculated from the last anniversary of her/his start date in a term time only contract.

iii) Hours worked in addition to the contracted hours up to the full time equivalent hours for the post are paid at the plain time hourly rate.

6.6.4 The table in part 3 paragraph 6.2.1 sets out certain additional locally determined payments made to employees for carrying out specified duties. Unless otherwise stated these sums are increased annually at the time of the national pay award and in line with the national pay award index.

6.7 Other Employment Or Appointments and Private Work

Employees may undertake paid or unpaid work for themselves or other organisations provided that they comply fully with the conditions in part 3, paragraph 6.3. The upper earnings threshold (part 3 paragraph 6.3.3) and the earnings that an employee will be entitled to keep (part 3, paragraph 6.3.5) will be reviewed on 1st April 2003 and biannually thereafter on that date.

7.0 REIMBURSEMENT OF EXPENDITURE

7.1 Reimbursement of Expenses

7.1.1 Employees wishing to make a claim for reimbursement of expenses must do so on the appropriate forms, supported by receipts. They must be authorised by a designated manager before they will be paid.

7.1.2 Expenses can cover travel on public transport while on Council business, minor purchases for business use or any additional cost of meals taken while on Council business outside of the borough boundaries. Employees should generally obtain authority to make purchases in advance.

7.1.3 Public transport fares will be paid at 2nd class or standard fare. Tickets for travel or receipts should be produced but if this is not possible managers should confirm that the journey was made before authorising reimbursement.

7.1.4 Employees may reclaim actual expenditure incurred on overnight accommodation and meals taken in conjunction with an overnight stay. Employees must obtain approval from their designated manager in advance and agree an upper limit based on quotes obtained from at least two mid-range establishments in the relevant area.

7.1.5 Additional details are in part 3, paragraphs 7.1.1 - 7.1.7.

7.2 Mileage Claims

7.2.1 Employees who use their own car for Council business will have a mileage allowance reimbursed on a monthly basis in arrears following submission of a fully authorised claim form. Claims must be made on a journey-by-journey basis. New employees who are expected to travel 1000 miles or more per annum on Council business will be paid an estimated sum for mileage in their first month based on the claim of a previous post holder or another doing a similar job.

- i) Posts which are designated as ‘essential car users’ will receive payments in accordance with the National Conditions of Service Essential Car Users Allowance. It is a condition of service that employees in posts designated as Essential Car Users are required to provide a vehicle for use on Council business. They must also hold a current, valid, UK driving licence, the loss of which could lead to dismissal.
- ii) All other car users will be deemed to be ‘casual car users’ and are not required to provide a vehicle for use on Council business.

7.2.2 Claims must be made on the basis of the shortest reasonable route, and when being calculated reference must be made to the standard mileage chart. Reimbursement is on the basis of the standard mileage chart (part 3, paragraph 7.3) and will be paid at the rates set out in the National Conditions of Service for vehicles between 451-999cc (cars below 1000cc) and 1000-1199cc (all others) and be subject to the appropriate conditions set out in part 3, paragraph 7.1.

7.2.3 Out of Borough Journeys

- i) Journeys outside a of a 20 mile radius from the borough boundary and all journeys to central London on Council business or for training will be paid at the public transport rate set out in part 3. Paragraph 7.1.4, since employees should normally use public transport for those journeys.
- ii) The public transport mileage rate is equivalent to the National Conditions of Service, ‘Essential Car Users’ mileage allowance for the first 8500 miles per annum for a vehicle of 451-999cc (per mile element only) and will be up-rated from April 1st each year in accordance with that rate.
- iii) Where use of a car is deemed as a requirement (e.g. where service users or heavy/bulky equipment need to be transported, or where the occasion involves more than one employee and it is more economic for them to travel together in one car) then the appropriate mileage rate will apply.

7.2.4 Mileage will only be paid for distances travelled in excess of employees’ normal journey to work.

7.2.5 Employees who use their own motorcycle in the course of their official duties will be paid a motorcycle mileage allowance set out in part 3, paragraph 7.1.5. The motorcycle mileage rate (126cc and above) is the same as the public transport rate with the rate for motorcycles up to 125cc equal to half of that rate.

7.2.6 Employees who use their own bicycle in the course of their official duties will be paid a mileage rate or allowance at the rate as set out in appendix part 3, paragraph 7.1.6. This rate will be equivalent the maximum tax free amount allowed by the Inland Revenue and will be up-rated in line with those rates as appropriate.

7.3 Travel warrants

Travel warrants are available from Central Purchasing for all rail journeys on Council business and these should be obtained in advance of the journey (see part 3, paragraph 7.7).

7.4 Season Ticket Loans

Interest free season ticket loans are available for 3,6 or 12 months travel. The details of the scheme are set out in part 3, paragraph 7.4.

7.5 Assisted Bicycle Purchase Scheme

7.5.1 Employees may apply for a bicycle loan under the assisted bicycle purchase scheme. The details of the scheme are set out in part 3, paragraph 7.5.

7.5.2 Employees may combine a season ticket loan and a bicycle loan.

7.6 Assisted Car Purchase Scheme

7.6.1 Car loans are made available only where there is a genuine business need and/or where an employee who is required to use his/her own car on Council business is unable to obtain the financing elsewhere.

7.6.2 Employees in receipt of essential car users allowance may apply for a car loan under the assisted car purchase scheme. Car loans may be also available from the Council where employees are required to use their own car for Council business.

7.6.3 Within the limits of the Council's scheme car loans will also be offered to employees transferring from another employer who are already in receipt of a car loan from their employer.

7.6.4 Full details of the assisted car purchase scheme are set out in part 3, paragraph 7.6.

7.7 Meals on Duty

- 7.7.1** Employees at adult training centres, residential homes, schools and nursery centres where meals are provided are allowed a free meal on duty when they eat with clients, or residents, as part of their rostered duty.
- 7.7.2** Employees taking meals with customers or business clients on Council business can be reimbursed the actual cost. Employees must obtain approval from their designated manager in advance and agree an appropriate level of expenditure.

7.8 Telephones

- 7.8.1** Designated managers are authorised to approve reimbursement of fixed line telephone rental charges for employees who are required to work from home and/or where it is considered essential that the employee should have the use of a telephone for official purposes. Where designated managers deem it to be in the interests of the service s/he may enter into an agreement with an employee whereby the telephone bill is chargeable directly to the Council. In such cases arrangements must be made for the employee to reimburse the Council for the cost of any personal calls.
- 7.8.2** Designated managers will authorise payment by the Council of quarterly claims for the actual cost of calls made on official business providing these are supported by itemised bills. Employees may blank out or otherwise obscure the numbers on the itemised bill which represent personal calls before presenting (the bill should be copied and returned to the employee).

7.9 Attendance Allowance – Local Joint Committees

Members of the Employees' Side of the Council & Trades Union Joint Committee and the Joint Safety Committee may opt for either time off in lieu or an attendance allowance when they attend meetings as members of those committees. The allowance will be up-rated each year on 1st April in line with the national pay award (see part 3, paragraph 6.2).

8.0 GRADING

8.1 Grading and Job Evaluation

- 8.1.1** The Council has adopted the pay spine agreed by the National Joint Council for Local Government Services, and the Greater London Provincial Council. Pay increases agreed from time to time by those bodies will be implemented at the earliest possible date. The pay spine is divided into the grades detailed in part 3, paragraph 8.1.
- 8.1.2** The Greater London Provincial Council job evaluation scheme will be used to determine the grades of individual or groups of posts. Any change to the procedure for implementing job evaluation, including the introduction of computer-assisted

assessments, will be subject to agreement with the Employees' Side. The GLPC job evaluation scheme is outlined, with guidance, in Part 4.

8.2 Linked Grades

8.2.1 Services may have posts on linked grades. These allow employees to progress to higher grades subject to satisfactory performance of the duties at the grade they are on and the availability of duties at the higher level. Each grade level of a linked grade post requires an evaluated job description and employee specification which distinguishes the particular requirements for that level.

8.2.2 Employees on linked grades will be regularly appraised by designated managers against competencies and attainment standards for the grade that they are on. There will be no automatic rights to progression, since progression is dependent on satisfactory performance, the availability of duties at the higher level, and budgetary provision.

8.2.3 Designated managers will authorise progression. Guidance on the management of linked grades will be issued and will be followed by managers. See part 3, paragraph 8.2.

8.2.4 Employees undertaking duties in addition to those contained in their existing job description should receive the appropriate evaluated rate. However unless this is as a result of formal progression to a higher 'linked' grade this must be reviewed by the designated manager and either:

i) stopped;

OR

ii) review the grade through formal Job Evaluation (if it constitutes a legitimate 'change of duties' within the employee's current job description);

OR

iii) continued on a temporary basis:

a) as a development opportunity for employees (allocated on a fair and equitable basis);

and/or

b) to cover short term service requirements;

and/or

c) to cover staff absences or short-term vacancies.

8.3 Trainees

8.3.1 Designated managers may employ trainees. Job descriptions will be evaluated to determine the grade of any post where the trainee is to be paid.

8.3.2 Following consultation with the employees affected and their representatives (see part 3, para 8.3.2.1) designated managers may appoint unpaid trainees who are undertaking work experience as part of their vocational training towards a qualification to supernumerary posts for up to twelve months and agree to pay reasonable expenses, such as travel to work costs.

8.3.3 The Council's recruitment of trainees (paid and unpaid) will be managed to comply with the Council's Equality & Diversity Policy.

8.3.4 Further details are in part 3, paragraph 8.3.

9.0 ALLOWANCES AND ADDITIONAL PAYMENTS

9.1 Additional Discretionary Payments

Designated managers are authorised to grant additional payments in line with the Council's financial regulations to employees as compensation for additional hours of work, additional responsibility or for loss or expenses incurred in the course of the employees' normal duties (see part 3, paragraph 9.1).

9.2 Shift Allowances

The Council will pay employees who work shifts an appropriate allowance as an additional percentage of their basic salary (see part 3, paragraph 9.2).

9.3 Additional Duties

Employees who are required to act up into a higher graded post or take on temporary duties at a higher level will receive an appropriate allowance (see part 3, paragraph 9.1 (iii)).

9.4 Resident School Caretakers - Council Tax

A taxable allowance equivalent to Council Tax 'Band D' will be paid to Resident School Caretakers.

10.0 WORKING TIME

10.1 Hours of Work

10.1.1 Subject to the terms of the implementation agreement in part 1, employees on full-time contracts will work a standard 36-hour working week.

10.1.2 Designated managers will determine the pattern of the standard working week to ensure that the needs of the service are met. This will normally be worked over five days of the week within a 10-hour span fixed between 7.30am and 8pm Monday to Friday and between 8.00am and 6.00pm Saturday. In some services a different

pattern of work will apply. The pattern of the standard working week shall be specified in employees' contracts.

- i) Alternative free and rest days shall be specified where the standard working week includes Saturday and/or Sunday (see part 2, paragraph 6.6.1).
- ii) Basic rates will apply to Saturdays worked as part of the standard working week;
- iii) the enhanced rates set out in part 3, paragraph 2.3 (b) of the National Conditions will apply for Sundays worked as part of the standard working week unless an inclusive rate has been negotiated (see part 2 paragraph 10.6). Any new requirement for Sunday working will only be considered in exceptional circumstances and/or where a genuine service need is identified.
- iv) Employees will only be required to move to a pattern of split shifts in exceptional circumstances in agreement with the appropriate trade unions.

10.1.3 Employees must take an unpaid break the timing of which will be specified by the designated manager. This must be taken after a maximum of six hours of starting work, and this must be a minimum of 30 minutes. Employees may take up to a maximum of 2 hours with the agreement of their manager though the length will depend on the needs of the service.

10.1.4 Employees, who are not rostered, can work flexible working hours, where the business needs allow, within the standard working week specified.

10.1.5 Employees will be expected to be at work during specified periods of the day, unless a variation to this has been agreed between the employee and the designated manager and the business needs allow this.

10.1.6 For the purposes of absence through: sickness; leave; training; release for trade union duties and; flexi-time; a working day shall be 7 hours 12 minutes, a half day 3 hours 36 minutes (Subject to the terms of the implementation agreement in part 1).

10.1.7 Significant changes to working patterns which are outside of the Council's standard working hours or which impact adversely on employees' pay, should be dealt with as a reorganisation (see part 2, paragraph 13). Designated managers may make minor variations within agreed working patterns subject to adequate notice being given to the affected employees. More significant variations within the 7.30am - 8pm bandwidth may also be made subject to: advance consultation with employees and their trade union representatives and; consideration of any measures necessary to facilitate an employee's ability to comply (essential in the case of employees with childcare responsibilities and those with a disability) and; in the absence of

agreement with the employees side, a minimum of three months notice of the change (see part 3, paragraph 10.7).

10.2 Flexible Working Hours

10.2.1 The control period will be one calendar month.

10.2.2 At the end of the control period, no more than 10 surplus hours or 10 deficit hours may be carried over. Any surplus over 10 hours will be lost.

10.2.3 Where surplus hours have been accrued up to one full day, or two half days may be taken off during any control period.

10.2.4 The Personnel & Equality Director will issue guidance for employees on the detailed arrangements for flexible working and this will be followed.

10.2.5 Where business needs require this, additional working hours can be worked and time off in lieu granted by the designated manager. This must be agreed in advance by the manager and once worked the employee must either be allowed to take the TOIL or if this is not practical will be paid for the additional hours at the appropriate rate.

10.2.6 Details of scheme are in part 3, paragraph 10.2.

10.3 Additional Hours of Work

10.3.1 Employees above point 28 who are occasionally required to undertake specified work outside their standard working week will be allowed time off in lieu or be paid at the appropriate planned overtime rate for the time worked (for completed half hours) at the discretion of the designated manager who will take the employee's preference into account where business factors allow. Employees below point 28 are covered by the National Conditions of Service.

10.3.2 Employees who are required to be available for call-out outside their normal working hours shall be paid a stand-by allowance. Three standard rates for standby allowance are based on:

- i)** a weekly rate (7-day standby);
- ii)** a daily rate for normal working days;
- iii)** a daily rate for Saturdays & Sundays or 'rest' & 'free' days;
- iv)** alternatively where the requirements fall outside of these criteria a service specific rate may be negotiated with the appropriate trade unions.

Current daily/weekly rates and conditions are set out in part 3, paragraph 6.2.1 (locally determined payments). These rates will be adjusted annually in line with pay increases as agreed by the National Joint Council.

10.3.3 Employees who are recalled to their principal workplace will have their travel time to and from the workplace, or incident, counted as working time and any additional travel costs incurred will be reimbursed (see part 2, paragraph 7.2.4).

10.3.4 Employees who are contracted to work in excess of their basic contractual monthly/weekly hours shall be paid the extra contracted hours at the appropriate National or GLPC rate. These employees may not be able to work flexible working hours.

10.4 Job Sharing

10.4.1 Employees may have the opportunity to choose job sharing, and all suitable posts will be advertised as open to job sharing. Designated managers in consultation with their departmental personnel officer(s) will decide whether, exceptionally, a post, is unsuitable for job sharing and must state that the post is excluded when it is advertised.

10.4.2 Only two employees may share one post.

10.4.3 Designated managers in consultation with the prospective job sharer(s) may decide how a job is shared subject to meeting business needs. The most common method of sharing a job is that one person works mornings and the other afternoons, or two people work 2.5 days each.

10.4.4 Full, pro rata conditions of service apply separately to each jobshare partner except where part 2, paragraph 1 of the National Conditions applies. (Also see part 3, para. 10.4.1(ii) for public holiday entitlement)

10.4.5 When part of a job share post falls vacant the hours will be offered to the remaining job sharer, and if accepted will result in a new contract of employment being confirmed. If the offer is rejected a new job share partner will be sought through normal recruitment procedures

10.4.6 Further details are in part 3, paragraph 10.4.

10.5 Working Reduced Hours

10.5.1 Designated managers, at their discretion, may approve the working of reduced hours on a temporary or permanent basis if the business needs of the service allow. However, this will be agreed as a reasonable adjustment where appropriate and relevant to the provisions of the DDA. Women returning at the end of a period of maternity leave have statutory and contractual rights to opt for reduced hours (on a temporary or permanent basis).

10.5.2 Employees who want to work reduced hours must seek prior approval from their designated manager who will take into account business needs. Designated managers may exempt some posts from being open to working reduced hours

because this would interrupt a necessary continuous service, or would make working practices hazardous.

- 10.5.3** Employees may work during term-time only; work a reduced week, or work a reduced day subject to agreement with their designated manager (also see Job Sharing, para 10.4).
- 10.5.4** Employees working reduced hours on a temporary basis will have the arrangement reviewed with their designated manager no later than 2 months from the start of the initial arrangement.
- 10.5.5** Employees working reduced hours will normally have all pay, annual leave entitlement and other benefits calculated on a pro rata basis (except where part 2, paragraph 1 of the National Conditions applies).
- 10.5.6** Where the Council has agreed certain temporary arrangements may be entered into without reduction of pay & benefits. Further details are in part 3, paragraph 10.5.

10.6 Non-standard Working

Where there is an occasional requirement for an employee to carry out additional or 'higher level' duties the frequency and nature of these duties may be included and taken into account when evaluating the appropriate grade for the post. Employees whose work patterns do not match the standard working week will either be paid at the appropriate rates or have an inclusive rate of pay agreed with the appropriate trade union(s) to recognise such requirements. See part 3, paragraph 10.6.

10.7 Homeworking

- 10.7.1** Designated managers and employees may come to a formal agreement over working at or from home where the service benefits from this. The arrangement will cover hours of work, communication, performance targets, periods in the office and supervisory arrangements.
- 10.7.2** It is expected that employees generally working at home, other than on an informal basis, will be reimbursed for any extra costs for home insurance, telephone calls, dedicated telephone lines and the operation of equipment on a proportional basis.
- 10.7.3** Where employees are to work from home on a regular basis a risk assessment will be undertaken by the designated manager (with assistance from an appropriate appointed person where necessary) before any arrangement is agreed.

10.8 Secondments

- 10.8.1** Designated managers can recruit internal secondments into their sections where this helps meet the business needs of the service and where there is budget provision. The recruitment procedure shall be followed.

- 10.8.2** Secondments may last for up to a maximum of two years, and be on a full or part-time basis. There is no minimum period for a secondment.
- 10.8.3** Employees on internal secondment will have their substantive grade protected and will either receive this grade or the evaluated grade for the secondment post (whichever is higher) for the duration of the secondment.
- 10.8.4** Details of the employee secondment scheme (also for external secondments) are in part 3, paragraph 10.8 with guidance in part 4.

11.0 LEAVE

11.1 Annual Leave

- 11.1.1** Those employees who commence their employment with Council on or after 1st September 2001 shall have the following annual entitlement to annual leave with part-time employees having a proportionate number of days:
- i)** less than five years continuous local government service, 24 days;
 - ii)** more than five years but less than ten, 27 days;
 - iii)** more than ten years, 30 days.
 - iv)** Employees in post as at on or after 1st September 2001 shall benefit from the higher of either:
 - a)** the above entitlement OR;
 - b)** their existing entitlements protected on a personal basis.
- 11.1.2** A flexible leave year will operate. Employees' annual leave year will be a twelve-month period starting on the first day of the month in which they started work with the Council.
- 11.1.3** Employees must have leave authorised in advance by their designated manager. To meet the business needs of certain services, designated managers may have to restrict the amount of leave that can be taken at certain times of the year. Designated managers will ensure that employees are aware of any restrictions and arrangements for booking leave.
- 11.1.4** Employees transferring to, or from, another authority will have outstanding amounts of leave calculated in accordance with part 3, paragraph 11.2 (also part 4).
- 11.1.5** Employees leaving the Council will have their entitlement re-calculated; either one twelfth of the basic annual leave entitlement for each complete month (monthly

pay) or one fifty second of the basic annual leave entitlement for each complete week (weekly paid).

11.1.6 Before leaving the Council employees will be required to repay any excess leave, where the leave taken exceeds entitlement. This will be deducted from any pay due to the employee. Where employees have not used their full entitlement they will be required to take the leave during their notice period (see part 3, paragraph 11.5). Designated managers are responsible for ensuring that outstanding leave is taken but may waive these requirements (provided there is no detrimental effect on the service) and may:

- i) authorise payment in lieu of unused leave or;
- ii) agree that additional hours may be worked to make up any leave taken in excess of entitlement.

11.1.7 An employee will be paid in lieu of any outstanding leave when: the employee's service with the Council is ended for reasons of ill health and; the employee is prevented from using his/her outstanding annual leave entitlement (i.e. his/her sickness absence extends to the last day of service). This will be according to the following guidelines:

- i) any leave carried forward from the previous leave year(s) in accordance with the normal carry over rules (where the absence spans more than one leave year) = **A**
- ii) all outstanding leave entitlement from the start of the leave year in which s/he leaves to the last day of service = **B**
- iii) entitlement = **A+B (to be paid in lieu).**

11.1.8 Employees are able to carry over up to five days leave from one leave year to the next and anticipate up to five days leave from the following year.

11.1.9 Designated managers may authorise in exceptional circumstances a carry over of leave in excess of five days.

11.1.10 Employees shall only accrue annual leave during the first 40 weeks of each period of maternity leave.

11.1.11 Further details are in part 3, paragraph 11.

11.1.12 In addition to the above employees are also entitled to those days officially designated in England as public holidays.

11.2 Christmas Leave

11.2.1 One day's extra leave is granted to all employees, which shall normally be between the Christmas and New Year bank holidays. The Personnel & Equality Director will select the day. This shall be treated as an extra statutory holiday within the national agreement on pay and conditions of service and this will be reflected in payments and time off in lieu granted to employees who have to work on this day.

11.2.2 Two days extra leave are granted to all employees to cover the normal working days which fall between the Christmas and New Year bank holidays. Only high priority services will be operating on a skeleton basis on these two days. Employees who have to work on one or both of these days will have one or two days added to their annual leave entitlement.

11.3 Other Leave

11.3.1 Special Leave:

- i)** Designated managers can grant up to a maximum of five days paid special leave (examples are on compassionate grounds for care of dependants and for study before an examination). Managers may also grant any period of unpaid leave.
- ii)** Employees who apply for special leave to deal with an unexpected need or an emergency relating to the care or support of a dependant of the employee (as envisaged in schedule 4, part 2, paragraph 57A of the Employment Relations Act 1999) will be granted reasonable unpaid time off to deal with the situation (please see guidance in part 4)
- iii)** Employees may take an extended period of unpaid leave (a "career break") to cope with domestic responsibilities or to undertake higher education. A career break will be of at least six months and not more than three years duration. The procedures are set out in part 3, para 11.12.

11.3.2 Bereavement Leave:

Employees who have suffered a family bereavement are entitled to take up to five days paid leave. Employees must notify their designated manager as soon as possible of their absence. Family bereavement includes partners (including same sex relationships), sons and daughters, mothers and fathers, parents-in-law, brothers and sisters and grandparents.

- i)** Employees who have to make the funeral arrangements for any member of their family not covered above are also entitled to up to five days paid leave.

- ii) Paid bereavement leave is a separate provision from special leave. Any further leave needed by the employee to deal with matters arising from bereavement which affect his/her dependants (see (i) above) will be granted as unpaid special leave.

11.3.3 Public Service Leave

Employees appointed to serve as members of Local Authorities or other statutory or public bodies are entitled to paid leave of up to 26 days during any twelve month period for carrying out duties that require absence from work. Employees must declare any money that is paid to them for these duties (except for out of pocket expenses and attendance allowances for Councillors) and this will be deducted from their pay.

11.3.4 Jury Service

Employees doing jury service on Mondays to Fridays will not be expected to work on Saturdays and Sundays if these are part of their standard working week.

11.3.5 Leave for election candidates and agents

Any employee nominated as a candidate or serving as an agent for a political party which gained 10% or more of the votes cast nationally at the last General or European Parliamentary elections shall upon proof of his/her candidate/agent status in a General or European Parliamentary election, be granted leave with pay from the day after the nominations close until the day after polling (inclusive). Additional leave without pay may be granted at the discretion of the Assistant Director (or equivalent).

11.3.6 Leave for employees serving in non-regular forces

- i) The Council endorses the principle that volunteer members of the Non-Regular Forces who attend summer camp should be granted leave additional to their normal annual leave. Employing authorities are therefore recommended to grant the two weeks required for camp as additional leave with pay in those cases where the basic annual leave entitlement is four weeks. In the case of employees whose basic leave entitlement is more than four weeks, employing authorities are recommended to grant either one or two weeks' additional leave with pay for this purpose.
- ii) Subject to the note below the Council will grant paid leave to members of the Territorial Army who are required to undertake training additional to attendance at summer camp and who are unable to arrange for such training to be on days when they would normally not be working.
- iii) Note: Under the Reserve Forces Act, 1966 volunteers may be required to undertake training for up to 15 days per annum (usually on Saturdays and

Sundays). Territorial Army Units should be in a position to offer alternative dates and the onus is, therefore, on the employee to try to arrange for training to be undertaken in off-duty time. If this is not possible the employee should furnish alternative dates so that mutually acceptable dates for his/her absence may be found.

11.4 Extended Leave

Employees may take up to one year's absence from work as a mix of paid and unpaid leave. One year's notice is required. Designated managers will consider budget provision for funding a replacement and their ability to make satisfactory cover arrangements within the service before granting such leave. Once agreed the designated manager will not be able to cancel the agreed leave (however if an employee subsequently requests a career break then the agreed extended leave will have to be incorporated into the longer period of the career break, if appropriate). The procedures are set out in part 3, paragraphs 11.6 (extended leave) and 11.12 (career break).

11.5 Accumulated leave

11.5.1 Subject to the agreement of the designated manager, employees may save up to a maximum of 10 paid days of their leave entitlement in any one leave year for a period of leave in a future leave year, up to a maximum of 30 paid days accumulated leave in total, to be taken as part of the extended leave arrangements (see para 11.4 above).

11.5.2 Employees giving, or receiving, notice must take any accumulated leave before or during the notice period, otherwise they will forfeit the right to use their accumulated leave. In cases of redundancy, where service needs prevent the employee from taking all or part of their leave, any unused leave shall be paid in lieu.

11.6 Maternity Leave Scheme

11.6.1 This maternity scheme shall apply to all pregnant employees regardless of the number of hours worked.

11.6.2 At least 21 days before she intends to start her absence or as soon as is reasonably practicable a pregnant employee must notify the Council in writing stating:

- i)** that she is pregnant;
 - ii)** the date at which she intends to begin her absence which shall be no earlier than the 11th week before EWC ;
- and;
- iii)** she must produce a certificate (MAT B1) from a registered medical practitioner or certified midwife showing the 'Expected Week of Childbirth' (EWC).

- iv) Maternity leave will commence on:
- a) the date notified by the employee;
 - b) the actual birth;
 - c) the first day of any period of sickness absence related to the pregnancy which occurs within the period starting at the 6th week before EWC;
- whichever occurs first.

11.6.3 Health and Well-being

- 11.6.3.1** All pregnant employees, regardless of length of service, have the right to paid time off during working hours for antenatal care and relaxation and parent-craft classes. Employees must produce evidence of appointments if requested to do so.
- 11.6.3.2** Consideration must be given to the health and safety implications for pregnant and breast-feeding employees identified in the Workplace Risk Assessment.
- 11.6.3.3** No employee is permitted return to work within two weeks from the date of childbirth.

11.6.4 Maternity Leave Entitlement

- 11.6.4.1** Employees who have less than 30 weeks' continuous local government services at the EWC are entitled to 18 weeks unpaid leave. Additional unpaid leave may be granted at the discretion of the designated manager.
- 11.6.4.2** Employees who have completed at least 30 week's continuous local government service at the EWC are entitled to:
- i) 18 weeks' paid leave. (see para 11.6.5 below for details) and;
 - ii) to remain absent for up to 52 weeks from the beginning of the week (Sunday) in which the childbirth occurs.
- 11.6.4.3** Employees who have completed at least twelve month's continuous service with the London Borough of Ealing at the EWC are entitled to:
- i) 24 weeks' leave of absence with pay (see para 11.6.5 below for details) and;
 - ii) to remain absent for up to 52 weeks from the beginning of the week (Sunday) in which the childbirth occurs

11.6.4.4 Maternity leave shall start no earlier than 11 weeks before the EWC or from the time of childbirth if that is earlier.

11.6.4.5 In addition to maternity leave the employee will be entitled to parental leave of up to 13 weeks to be taken within five years of the birth of each child (see part 2, para. 11.7)

11.6.5 Maternity Pay

11.6.5.1 Payments for employees who have completed 30 weeks' continuous local government service at the EWC shall be as follows:

- i) For the first six weeks of absence an employee shall be entitled to nine-tenths of a week's pay (see para 11.6.9 below) offset against Statutory Maternity Pay (SMP) or if not eligible for SMP, Maternity Allowance (MA).
- ii) An employee who declares in writing that she does intend to return to work at the end of her maternity leave is entitled to an additional 12 weeks at half a week's pay. This will be without deduction except to the extent by which the combined SMP (or MA and any dependant's allowances if the employee is not eligible for SMP) exceeds full pay.

11.6.5.2 In addition to the above **an employee who has completed at least twelve month's continuous service** with the London Borough of Ealing at the EWC (see para 11.6.9 below) is entitled to a further six weeks at half a week's pay, without deductions.

11.6.5.3 An employee who does not intend to return to work at the end of her maternity leave will only be entitled to the appropriate rate of SMP (or MA) during the subsequent 12 weeks.

11.6.5.4 If the employee is unsure whether or not she intends to return to work at the end of her maternity leave, she may opt to defer the additional 12 weeks or 18 weeks at half pay (depending on length of service) until she has returned to work for the qualifying period specified in paragraph 11.6.5.5 below.

11.6.5.5 Payments made by the Council during maternity leave under paras. 11.6.5.1 (ii) and 11.5.6.2 above shall be made on condition that the employee returns to work for a local authority at the end of her maternity leave for a period of at least three months. In the event of her not doing so she shall be required to refund the full amount to the Council. The employee will not have to refund any payments made by way of SMP.

11.6.6 Right to return to work

11.6.6.1 Following maternity leave an employee has the right to return to the job (see 11.6.9) in which she was employed under her original contract of employment and on terms and conditions no less favourable than those which would have been applicable to her if she had not been absent. **Subject to the following exceptions.**

- i) Where it is not practicable by reason of redundancy for her to return to work in the job in which she was employed prior to her absence, she shall be entitled to an offer of alternative employment.
- ii) Suitable alternative employment may also be offered in exceptional circumstances other than redundancy that necessitate a change in the job in which she was employed prior to her absence (e.g. a general reorganisation, which would have occurred if the employee had not been absent).
- iii) In both of the above situations any alternative employment offered must be: available at the time; suitable to her; appropriate to the circumstances and; the capacity and place in which she is employed and her terms and conditions of employment must not be substantially less favourable than the job in which she was originally employed.
- iv) If an employee resigns whilst on maternity leave the last day of service will be the date on which the confirmation of the resignation is received. That is, the Council will not require that the notice period should be worked.

11.6.7 Exercise of the right to return to work

11.6.7.1 Notifying an intention to return before the normal end of the maternity period

- i) An employee with less than 30 weeks' continuous local government service at the EWC must notify her designated manager in writing at least 7 days before of the day on which she proposes to return if this is before the end of the 18 weeks' maternity leave. Where the notice given is less than 7 days the designated manager may postpone the return to ensure 7 days' notice (but not beyond the end of the maternity leave period).
- ii) An employee who have completed 30 weeks' continuous local government service at the EWC must notify her

designated manager in writing at least 21 days before of the day on which she proposes to return if this is before the end of the 52 weeks' maternity leave period. Where the notice is less than 21 days the designated manager may postpone the return to ensure 21 days' notice, but not beyond the end of the maternity leave period.

11.6.7.2 All employees

- i) An employee must return to work at the latest at the end of the 18th week (employees with less than 30 weeks service) or 52nd week (employees with 30 or more weeks service at EWC) of maternity leave counting from the Sunday before the actual week of childbirth.
- ii) If an employee is unable to return from maternity leave on the expected day due to sickness, she must report the absence in accordance with the Council's sickness absence reporting procedure. This will then be covered by the sickness scheme in the normal way.
- iii) For an employee where, because of an interruption of work (whether due to industrial action or some other reason), it is unreasonable to expect her to return on the due date, she may instead return when work resumes, or as soon as reasonably practicable thereafter.
- iv) Employees may opt to return to work on a part-time basis for the first six months. At the employee's request the designated manager will further consider the full-range of temporary or longer term flexible working arrangements and times and attempt to facilitate her needs (including arrangements necessary to facilitate breast-feeding).

11.6.8 Relationship of scheme with sickness and annual leave

11.6.8.2 A period of absence as a result of maternity leave will not be treated as sick leave and will not be taken into account for the calculation of the period of entitlement to sickness leave.

11.6.8.3 Paid maternity leave and authorised unpaid maternity leave up to and including 63 weeks duration shall be regarded as continuous service for the purposes of calculating 'length of service' entitlements under the sickness and annual leave schemes.

11.6.8.4 Annual leave entitlement only accrues on the first 40 weeks of any period of maternity leave.

11.6.9 Definitions

11.6.9.1 For the purposes of the maternity leave scheme:

- i) *'A week's pay'*:
 - a) for employees whose pay for 'normal working hours' *does not* vary is the amount payable by the authority to the employee under the current contract of employment for working her normal hours in a week.
 - b) for employees whose pay for 'normal working hours' *does* vary (e.g. where an employee works on a rota which occasionally includes a Sunday as part of the normal working week) **OR** where there are **no** normal working hours, a week's pay is the average remuneration in the period of 12 weeks preceding the date on which the last complete week ended, excluding any week in which no remuneration was earned.
- ii) *'Childbirth'* means the live birth of a child, or a still birth after a pregnancy of at least 24 weeks.
- iii) *'Job'* means the nature of the work which she is employed to do and the capacity and place in which she is so employed.

11.6.10 Pension

Employees in the local government pension scheme (LGPS) must pay contributions to the pension scheme on the actual pay they receive during their maternity leave for the first 30 days of absence. Contributions are based on what the full pensionable pay would have been. At the end of this period contributions will stop unless you notify the Council that you wish to continue them through the period of maternity leave.

11.6.11 General

- i) During the period of maternity leave, the employee's contract will continue unbroken and the period of maternity leave will be regarded as unbroken service for the purposes of seniority, holiday entitlement, sick pay, etc.
- ii) Nothing in the above provisions shall be construed as providing rights less favourable than statutory rights or those derived from the national conditions of service.

- iii) Guidance is provided on this scheme together with information on statutory maternity provisions, and other matters in part 4 of the local conditions of service.

11.7 Parental & Maternity Support Leave

- 11.7.1** Employees who are the partner or ‘nominated carer’ of an expectant mother and who have less than 30 weeks of Ealing service at the date of confinement are entitled to 5 days paid ‘maternity support’ leave under part 2, paragraph 7.6 of the National Conditions of Service. This leave is to be taken at or around the time of the birth.
- 11.7.2** Employees who are the partner or ‘nominated carer’ of an expectant mother and who have 30 weeks or more of Ealing service at the date of confinement are entitled to an additional 5 days paid ‘maternity support’ leave (i.e. a total of 10 working days paid leave).
- 11.7.3** All employees with 30 weeks service with Ealing are entitled to thirteen weeks unpaid statutory parental leave to be taken within the first 5 years following the birth of a child for whom they have parental responsibility. In the case of a child born with a disability (who is eligible to receive for Disability Living Allowance) this is extended to the first eighteen years. Where paid maternity support leave is taken this will form a part of the overall thirteen-week entitlement. (i.e. the combined maximum period of paid and unpaid leave is thirteen weeks). The paid provision should normally be taken at or around the time of the birth with the remaining period of unpaid leave taken within the first five years after the birth. The full entitlement may be taken at the time of the birth subject the eligible employee giving three months written notice of this intention.
- 11.7.4** All of the above entitlements are based on full time employment. Part time employees will have pro rata entitlement.
- 11.7.5** The designated manager may require proof of the birth or expected birth before maternity support and/or parental leave is granted.
- 11.7.6** When taken, maternity support and/or parental leave will not count against either holiday or sick leave entitlement.
- 11.7.7** Employees transferring to Ealing from another employer who have parental responsibility for a child will be entitled to a maximum of four weeks unpaid leave in any twelve month period up to the fifth birthday (or 18th as appropriate see para 11.7.3 above) of the child.
- 11.7.8** Further guidance regarding notice periods for taking leave and conditions relating to taking parental leave in blocks etc are contained in part 4.

11.7.9 NB. The above provision for a period of unpaid parental leave is intended to incorporate the entitlements under the Employment Rights Act 1999. The terms described in this paragraph are subject to amendment as necessary to comply with any statutory regulations, which may be brought forward, covering eligibility and/or entitlements to parental leave.

11.8 Adoption leave

11.8.1 Eligibility for adoption leave

11.8.1.1 Employees must have at least 30 weeks continuous service in local government at the date of application for adoption leave, and be the principal carer of the adopted child, in order to be eligible for adoption leave.

11.8.1.2 If an employee is not going to be the principal carer, s/he will still be entitled to the benefits of the pre-placement provision of this scheme. In addition, the parental & maternity support leave scheme will apply i.e. up to 13 weeks leave including ten days paid leave following the adoption and permanent placement of child.

11.8.1.3 There is no enhancement to the paid leave provisions for more than one child being adopted at the same time however each eligible employee will have the right to a maximum of thirteen weeks unpaid parental leave for each adopted child. This leave is to be taken within five years of the date of the adoption or before the eighteenth birthday of the adopted child whichever occurs first.

11.8.1.4 Employees with less than 30 weeks continuous local government service may apply for time off without pay or use their annual leave.

11.8.1.5 Employees must produce a letter from an approved adoption agency confirming the adoption/proposed adoption. Similarly, if the child being adopted is from overseas, the employee must produce a letter from the approved British agency that conducted the home study report. This letter must state that the applicant has been approved to adopt the child and also state what country the child is from. In all cases, the Social Services department must verify that the adoption agency has approved status for adoption purposes.

(For verification contact the Operations Manager, Children's Services on extension 45103)

11.8.1.6 If both prospective parents are employees of the London Borough of Ealing, both can apply for the benefits under the pre-placement provisions of this scheme as listed below:

11.8.2 Pre and trial placement adoption leave

11.8.2.1 Employees are entitled to a maximum three days paid leave to attend pre-placement discussions, meetings and pre-adoption training courses (subject to the courses being run by the adoption or other approved agency). The request for pre-placement leave must be supported by a letter from the recognised agency confirming the dates/times of meetings etc., and should be made at least ten working days before the date of the event.

11.8.2.2 In the adoption process, there is an introductory trial placement period before the child goes to live with the prospective adopter/s. Employees are entitled to a maximum of five days paid leave for the trial placement period. All employees wishing to take advantage of the trial placement period leave provision must produce written confirmation from the adoption agency, at least ten working days prior to the start of the introductory period.

11.8.3 After placement adoption leave

11.8.3.1 Paid adoption leave

11.8.3.2 All paid adoption leave, as set out in the table below, is granted on the condition that the employee undertakes to return to work for three months with the Council (not with another local authority) at the end of the adoption leave. An employee can opt to return on reduced hours but the minimum length of return is then extended proportionally; for example an employee on a 36 hour per week contract must return to work for six months if s/he has opted to return to work for 18 hours per week .

11.8.3.3 The minimum number of hours that can be worked under this provision is 18 hours per week. Where the existing contract of employment is less than 18 hours per week on return to work the employee must work the contracted hours.

11.8.3.4 The Council will require repayment of any monies (including national insurance contributions) paid under this scheme if the employee does not return to work for the Council for three months after taking adoption leave (see 11.8.3.2 above).

11.8.3.5 Where both adoptive parents are employees of the London Borough of Ealing only one may opt for the paid part of adoption leave (as set out in the table below) which will commence from the date of placement and is dependent on the employee having a minimum of 30 weeks continuous local government service at date of application for

adoption leave. S/he will also be entitled to the appropriate amount of unpaid leave as set out in the next section. All paid leave under this scheme must be taken within one year of the permanent placement of the child .

11.8.3.6 The other adoptive parent:

- i) with less than 30 weeks service will be eligible for an appropriate period of unpaid leave at the discretion of the designated manager (special leave) or may use annual leave;
- ii) with seven or more months service will be eligible for 10 days paid parental leave (to be taken at or around the time of the adoption) and the appropriate amount of unpaid leave as set out in para 11.8.4.

11.8.3.7 Table - Paid adoption leave entitlement

	Basic entitlement	Additional leave entitlement
Under 1 year	6 weeks at 90% average pay	12 weeks at 50% pay
Over 1 and under 5 years	6 weeks at 90% average pay	10 weeks at 50% pay
Over 5 and under 11 years (pre-secondary school)	6 weeks at 90% average pay	6 weeks at 50% pay
Over 11	3 weeks at 90% average pay	3 weeks at 50% pay

11.8.4 Unpaid adoption leave

11.8.4.1 Employees with more than 30 weeks continuous local government service at date of application for adoption leave, will be granted an additional six weeks unpaid leave should they so request for each child aged 5 years and over. If preferred, the employee can request that leave is taken on a flexible/staggered basis. This must be in whole week/s periods, and be agreed in advance with the designated manager. All leave under this part of the scheme must be taken within one year of the permanent placement of the child.

11.8.4.2 Employees with more than 30 weeks continuous service with Ealing at date of application for adoption leave, are entitled to up to thirteen weeks unpaid leave for each child to be taken within five years of the date of adoption or before the child’s eighteenth birthday (whichever occurs first).

- i)** This may be taken in one block immediately following the date of adoption (subject to the employee giving three months advance notice of this intention) or if preferred, the employee can request that leave is taken on a flexible/staggered basis.
- ii)** If staggered this must be taken in whole weeks subject to a maximum of six weeks in the first year and four weeks in subsequent years, and be agreed in advance with the designated manager in accordance with the procedure for requesting parental leave (see part 4).
- iii)** Subject to: the maximum allowance in any one year and; the employee being allowed to take a minimum of six weeks in the first year; all leave under this part of the scheme must be taken within five years of the date of adoption or before the child's eighteenth birthday (whichever occurs first) (also see guidance note in part 4).

11.8.4.3 If requested additional unpaid leave may be granted at the discretion of the designated manager under the Special Leave Scheme.

11.8.5 Returning to work from adoption leave

11.8.5.1 Except in the case of redundancy, an employee returning from adoption leave has a right to return to the same or similar job that they did before the start of adoption leave, and on terms no less favourable than their substantive post. The employee must give three weeks' notice in writing before they return to work.

11.8.5.2 Once the Council has received a notice from an employee returning from adoption leave stating his/her intention to return to work the Council may exercise an option to postpone the employee's return to work for a maximum of three weeks.

11.8.5.3 Where this is necessary the employee will be put on full pay for the duration of the postponement, except where the employee has stated that they wish to work reduced hours. In such instances the remuneration will reflect the stated hours of the return to work notice.

12.0 MEDICAL AND SICKNESS

12.1 Medical Examinations

12.1.1 Employees who drive any Council vehicle on Council business must be willing to undertake any appropriate medical examination, including those required by the DVLA and the Council.

12.1.2 Designated managers can request the Occupational Health Unit physician to carry out medical examinations on employees returning to work following an extended period of illness if they consider that the nature of the illness could have an adverse effect on the employee's ability to perform his or her normal duties.

12.1.3 Employees are required to participate in any necessary medical examinations as required by the Council, including those in accordance with any sickness management procedures in place at the time.

12.2 Sickness Absence Reporting

12.2.1 If unfit for work, employees must report their absence as early as possible to their designated manager. Employees are expected to state that they are unable to work, the reason why and the expected date of return to work on the first morning of sickness within one hour of their normal start time.

12.2.2 Employees who for reasons of medical confidentiality do not wish to contact their manager must adhere to the reporting procedure but may make the report to the Occupational Health Unit who will pass on sufficient detail to enable the manager to deal with the absence situation and any other implications. All information related to an individual employee's sickness absence is strictly confidential and may only be accessed and/or used by authorised staff for legitimate management purposes.

12.2.3 Employees who do not follow the procedures for sickness absence reporting will lose their right to contractual sick pay and may lose their right to SSP.

12.2.4 Procedures for sickness absence reporting are in part 3, paragraph 12.1

12.3 Sickness Payment Scheme and Statutory Sick Pay (SSP)

12.3.1 Employees are entitled to sick pay. Full details of the entitlements and conditions related to the scheme are set out in part 2, paragraph 10 of the National Conditions of Service. Subject to these conditions a period of absence as a result of an accident on, or off duty will not be reckoned against the employee's entitlements under the sickness payment scheme. Basic entitlements are set out below.

During 1st year of service	1 month at full pay and (after completing 4 months service) 2 months at half pay
During 2nd year of service	2 months at full pay and 2 months at half pay

During 3rd year of service	4 months at full pay and 4 months at half pay
During 4th and 5th year of service	5 months at full pay and 5 months at half pay
After 5 years service	6 months at full pay and 6 months at half pay

12.3.2 Medical Appointments

- i) Employees working fixed hours will be allowed reasonable paid time off during normal working hours to attend medical appointments. This is subject to:
 - a) providing adequate notice of the date and time of the appointment and likely time needed away from the workplace;
 - b) providing evidence of the date and time of the appointment if requested by the relevant manager;
 - c) rearranging non-essential appointments (e.g. annual dental check-ups, eye-tests, etc.) to cause minimum disruption to the Council’s services, if requested to do so by the relevant manager.
- ii) Employees working on flexitime may have the hours credited up to a maximum of 7hrs 12 mins subject to the conditions in part 3, para 10.2.8.
- iii) Paid time off/flexitime credits will be given in the following circumstances:
 - a) employees attending screening sessions for cancer;
 - b) pregnant women attending antenatal appointments and relaxation classes;
 - c) Employees attending appointments specifically related to a disability (as defined by the DDA).

12.4 Redeployment of Staff on Medical Grounds

- 12.4.1 Where the Council’s Occupational Health Unit physician has agreed that an employee is unfit to carry out the duties of his or her post and reasonable adjustments cannot be made in line with the Disability Discrimination Act 1995 (where that applies), the Council will endeavour to find suitable alternative employment within the Council for which he/she has been deemed medically capable by the OHU physician.
- 12.4.2 Any offer of alternative employment will be subject to satisfactory completion of a trial period (taking account of any adjustments in line with the DDA).
- 12.4.3 An employee who is redeployed to a lower graded post will have a right to pay protection for a period of up to four years (see part 2, paragraph 13.3.2.3).

12.4.4 Where there is a disagreement in the medical advice being given by the employee's and the Council's medical advisor at any stage of the procedure the issue will be referred to an independent medical referee (see part 3 paragraph 12.5).

12.4.5 If an employee is refused: an interview or; an offer of a trial period or; confirmation in post following a trial period; for a post for which s/he considers to be a suitable alternative then s/he will be informed of the reason in writing.

i) If the refusal relates to his/her skills and abilities s/he will have the right to appeal and should follow the Redeployment Appeals Procedure (part 3, paragraph 13.5.2);

ii) If the refusal is based on medical advice from the OHU physician the employee will have the right to appeal under the medical appeals procedure (see part 3, paragraph 12.5).

12.4.6 Employees have a right to be accompanied by a trade union representative or colleague throughout this procedure. The procedure including appeals is in part 3, paragraphs 12.3 - 12.5.

12.5 Substance And/or Alcohol Abuse

12.5.1 Where an employee is absent from work as part of a course of treatment as certified by a medical practitioner, he or she will be deemed to be on sick leave and subject to the sickness absence reporting procedures that apply at the time

12.5.2 An employee identified as having a substance and/or alcohol abuse problem which adversely affects his or her work performance will not be dismissed solely on account of such a problem, provided he or she accepts help and co-operates with any recommended treatment.

12.5.3 This policy does not override other national and local conditions of service and/or disciplinary or capability procedures.

12.6 Medical Capability Review

12.6.1 Issues of medical capability will be dealt with under the Medical Capability Review Procedure. Due regard will be given to medical advice from the OHU physician and the requirements of the Disability Discrimination Act in all cases.

12.6.2 Employees have the right to:

i) have the circumstances of their case considered at one or more formal review meetings conducted by a manager at Service Head level or above (in any case by a manager more senior than the employee under review);

- ii) be provided with all relevant information and given written notice of any review meeting and of any decision made as a result of such a meeting;
- iii) have a decision to dismiss referred to the Director of the employing department for confirmation;
- iv) be accompanied by a trade union representative or colleague at all stages of the procedure.

12.6.3 Disagreements over medical advice between the Council's and the Employee's medical advisors will be dealt with in the same way as the medical appeals procedure (see medical redeployment appeals procedure, part 3 paragraph 12.5). Appeals against any decision other than dismissal are as in the Disciplinary & Work Review Procedure (part 3, paragraph 15.14). Appeals against dismissal will be dealt with under the Council's Dismissal Appeals procedure (Part 3, paragraph 16.3).

12.6.4 The timescales set out in the procedure will be adhered to unless varied by agreement of the parties in each individual case.

12.6.5 The Medical Capability Review Procedure is in part 3, paragraph 12.6.

13.0 REORGANISATION

13.1 Service Reorganisation

13.1.1 This procedure will run in parallel with any statutory requirements for consultation (for example on possible redundancies) which must be properly observed at all times. It should where necessary, also run in parallel with the Assimilation, Redeployment and Severance schemes.

13.1.2 Employees directly affected by a proposed reorganisation, and the Employees' Side of the Council & Trades Union Joint Committee will be consulted before a decision is taken to implement the proposed changes.

13.1.3 Subject to 13.1.1 (above) it may be necessary, particularly in the case of reorganisations which have significant consequences for services or employees, to gain approval in principle (for example) from the Cabinet, before detailed proposals are developed for consultation with employees and trades unions.

13.1.4 Before a final decision is made on any potential reorganisation, discussions with the employees and employees' side should be started at the earliest possible opportunity. Except where provided for in 13.1.5 (below) this will be not less than 28 calendar days before a decision is to be taken on whether or not to implement the proposals.

- 13.1.5** This period may only be shortened where there is agreement to the proposals, or where in exceptional circumstances it is essential to meet the Council's statutory and service delivery obligations. In that case as much time will be allowed for consultation as is practical (subject to statutory minima).
- 13.1.6** Where the decision will be taken the outcome of consultation will be included in the report that is presented to the Cabinet.
- 13.1.7** The constitution of the Council & Trades Unions Joint Committee allows for unresolved issues or disputes to be referred there for consideration. It may be necessary to take decisions before this can be achieved (as in 13.1.5 above).
- 13.1.8** An employee whose post is deleted in a reorganisation will be subject to the provisions of the Assimilation, Redeployment & Severance Scheme.
- 13.1.9** Where an Employee's post is not deleted but where, as result of reorganisation, her/his established pattern of work is changed **and** this has an adverse impact on her/his pay, the pay protection arrangements in paragraph 13.3.2.3 (below) shall apply.

13.2 Excess Travelling Expenses

- 13.2.1** When an employee is transferred by the Council from his/her normal place of work, as a result of reorganisation to another place of work, any additional expense incurred due to travelling between home and the new place of work (when compared to the cost of travelling between home and the normal place of work) will be reimbursed by the Council.
- 13.2.2** In the case of a permanent move this will be for a maximum period of up to two years. In the case of a temporary move this will be for the period of the move; and will cease if this extends beyond two years.
- 13.2.3** Payment of excess travelling expenses will not be considered where the place of work of an employee is changed by reason of promotion, or where the transfer is made at the employee's own request.
- 13.2.4** Payment of excess travelling expenses will be based on the mode of transport used, but will not be paid at more than the public transport rate.

13.3 Assimilation, Redeployment & Severance

Employees who are displaced or whose duties are substantially changed through a reorganisation of council services or who are affected by any other reduction in staffing requirements will be subject to the terms of the Assimilation, Redeployment and Severance Scheme as set out in part 3, paragraph 13.3.

13.3.1 General Considerations

- i) All time scales in the procedures must be adhered to unless varied by mutual agreement.
- ii) In all cases approval to issue notice of dismissal by reason of redundancy must be obtained from the Cabinet. The employee will then be issued with either three months or the appropriate statutory notice (whichever is longer).
- iii) Employees will be informed in writing of any decisions which affect them at all stages of the process.
- iv) Employees will be given appropriate induction, support and assistance to provide them with the best opportunity to succeed in a trial period for a new post. Where a specific training need is identified an extended trial period may be agreed to accommodate this.
- v) If it becomes clear that an employee is unlikely to successfully complete a trial period and therefore not be offered a post then s/he should be informed of this before the end of the trial period.
- vi) An employee who is not confirmed in a post or who does not accept an offer of a post which s/he does not consider as suitable will be redundant and be eligible for a statutory redundancy payment.
- vii) Employees have a right to be accompanied by a trade union representative or colleague at any stage of the process.

13.3.1 The procedure has four parts:

13.3.2.1 Assimilation;

- i) An existing postholder whose post is deleted and who meets an 80% match of the duties of a post in the new structure will be offered that post (subject to a competitive recruitment process if more than one existing postholder matches the post). See part 3, para 13.4.1.7 (i).
- ii) An existing postholder whose post is deleted and who matches between 65 -79% of the duties of a post in the new structure will be offered that post subject to demonstrating their suitability during a trial period (subject to a competitive recruitment process if more than one existing postholder matches the post). See part 3, para 13.4.1.7 (ii).
- iii) An existing postholder whose post is deleted and who

matches between 50 -64% of the duties of a post in the new structure will be designated as a 'priority 1' candidate for that post and will be offered a redeployment matching interview (subject to a competitive matching process if more than one existing postholder matches the post). See part 3, para 13.4.1.7 (iii).

- iv) Posts in the new structure which are at the level of Director, Assistant Director an/or Service Head (or equivalent) are excluded from the assimilation process but will be ringfenced to any employee who would otherwise have assimilated to the post. The employee will be interviewed and appointed if they meet the normal criteria for appointment under the Council's recruitment procedure. See part 3, para 13.4.1.18.
- v) An employee will have a right of appeal against a failure to acknowledge a claim for assimilation rights, in the first instance to the director of his/her department (or the Personnel & Development Director if decision taken by his/her director) and finally to the local Job Evaluation Appeal Panel. Employees may also appeal against a decision not to offer a post following a trial period. See part 3, para 13.4.2
- vi) All those who have been identified as having matching rights to any post will be informed of this but **no offers will be made until all claims and appeals have been considered**

13.3.2.2 Redeployment

- i) Any employee who is displaced: in a reorganisation and does not meet any of the matching criteria above or otherwise fails to obtain a post or; for any other reason not resulting from action for disciplinary/work review or ill health issues (see medical redeployment scheme part 2, para 12.4) is eligible for redeployment. See part 3, para 13.5
- ii) Employees who can meet the minimum criteria for redeployment will be offered an appropriate trial period (subject to a competitive process if more than one employee is matched to a post). See part 3, para 13.5.1.5
- iii) If the employee can demonstrate his/her suitability for the post during the trial period, s/he will be confirmed in the post.
- iv) Employees will have a right to appeal against: a refusal to

offer a matching interview; a decision not to offer a trial period and/or; a decision not to offer confirmation in post following a trial period. See part 3, para 13.5.2

13.3.2.3 Pay Protection In Cases Of Assimilation Or Redeployment To A Lower Graded Post

- i)** Every effort will be made to assimilate or redeploy staff into posts at the same or a higher grade where this is possible.
 - a)** Where this is not possible, an employee may be assimilated or accept redeployment to a post at a lower grade than that of his/her existing post. In such cases the Council would wish to assist the affected employee by allowing a period of time in which to adjust to the reduced salary/wage, or obtain work at the original grade level.
 - b)** Where the possibility exists, the manager and the employee will share responsibility to attempt to develop the lower graded post by adding duties of a similar nature and level to the original grade and commensurate with the skills and abilities of the redeployed employee. The employee may also be encouraged to apply for vacant jobs at an appropriately grade level.
 - c)** The following scheme will apply.
- ii)** An employee who:
 - a)** as a result of the **deletion of his/her substantive post**, is assimilated or redeployed to a post at a lower grade will have his/her full contractual pay protected for a period of two years from the start date in the lower graded post;

OR;

 - b)** as a result of reorganisation retains the same post but suffers a reduction in pay due to a **change in her/his established pattern of work** will have the value of appropriate enhancements to her/his pay calculated according to the principles set out for the protection of Saturday enhancements in part 1, paragraph 4.3.
- iii)** If the working hours of the new post vary from the original then the appropriate rate of pay protection will apply pro rata. During the first two years the employee will benefit from any

national pay award, annual increments etc. in accordance with the conditions of service.

- iv)** On the second anniversary of the start date in the lower graded post (or in a trial period to assess suitability for that post) the employee's salary/wage will be frozen for the next six months.
- v)** At the end of this six-month period the employee's salary/wage will be reduced by 25% of the difference between the frozen rate and the rate for the job at the appropriate grade and spinal column point for the new post. The employee's salary/wage will then be reduced by 75% and 50% (respectively) of the remaining difference at further intervals of six months. On the fourth anniversary of the start date in the new post (or trial period) it will finally be reduced to the rate for the job at the appropriate grade and spinal column point for the post which is applicable at that date (i.e. taking account of any incremental progression which would have occurred had the employee been in that post for the four year period of pay protection).
- vi)** From the date of the commencement of the duties of the new post all other conditions of service will be those appropriate for the grade and designation of the new post. Any enhancements and/or overtime payments will be based on the appropriate grade and spinal column point for the new post.
- vii)** All payments in excess of the appropriate grade and spinal column point for the new post will be met by the service unit/department in which the employee's original post was located (i.e. prior to assimilation/redeployment).
- viii)** The pay protection scheme described above will apply only to permanent staff who have been assimilated or redeployed into a lower graded post.
- ix)** In the case of employees who are assimilated or redeployed from a post on a fixed term or other type of temporary contract to either: another post on a fixed term or temporary contract or; a permanent position; the terms (including salary/wage) will be those appropriate to the new post (i.e. there will be no pay protection).
- x)** An employee who is made redundant within two years of being assimilated or redeployed to a post at a lower grade will have his/her redundancy entitlement calculated on the

basis of the salary spinal column point and hours at the time of the deletion of his/her previous post.

- xi) Pay protection will cease immediately if the employee voluntarily moves to another new post during the protected period.

13.3.2.4 Severance

- i) The Council will always pay **minimum** redundancy compensation based on the statutory entitlement under the Employment Rights Act 1996 and Redundancy Payments (Local Government) (Modification) Order 1983, up to a maximum of 20 years continuous local government service. However, it will use its discretionary powers under the Local Government (Compensation for Redundancy & Premature Retirement) Regulations 1984 to waive the statutory maximum 'weeks pay' and base all payments on actual remuneration (see part 3, para 13.7.2).
- ii) An employee whose hours have been successively reduced **by the Council** (i.e. other than at the request of the employee) shall have the redundancy calculation based on his/her pay rate at the time of the redundancy but based on the number of hours worked prior to the reduction. Maximum payment based on 20 years full time service (see part 3, para 13.7.2).
- iii) Where this is possible the Council will enhance severance payments by 1.5 times the appropriate statutory redundancy entitlement or the maximum allowed by the Local Government (Compensation for Redundancy) Act 1994 (as amended by the Local Government (Compensation for Redundancy) (Amendment) Regulations 1996, whichever is the lower amount (see part 3, para 13.7.2).
- iv) For employees at or below spinal column point 17, a payment based on 1.5 times the statutory entitlement calculated on: the higher of a rate equivalent to that which applies at spinal column point 17 or the employee's actual remuneration **OR**; the maximum allowed by the regulations if lower than this amount (see part 3, para 13.7.2).
- v) Enhanced severance payments can only be made to employees under 50 years of age. Employees aged 50 years and above can only be considered for early retirement pension benefits or if ineligible, for an ex-gratia payment (see part 3, para 13.7.2)

- vi)** Any enhancements to severance or pension (early retirement) payments are at the Council's absolute discretion. These will only be agreed on application by an employee to the Director of a reorganising department where this can be justified on the grounds of achieving greater efficiency and the employee agrees in writing to waive rights to Assimilation, Redeployment and to appeal against the redundancy dismissal.

13.3.3 The table on the following page shows a summary of the assimilation and redeployment processes (for illustration). All paragraph numbers in table refer to the part 3 procedures.

Employee's deleted post matches 80% or more of duties of new post	Employee's deleted post matches 65% or more but less than 80% of duties of new post	Employee's deleted post matches 50% or more but less than 65% of duties of new post
Designated manager informs relevant employees	Designated manager informs relevant employees	Designated manager informs relevant employees
Details of all posts provided to all affected employees with invitation to claim match	Details of all posts provided to all affected employees with invitation to claim match	Details of all posts provided to all affected employees with invitation to claim match
All claims assessed and employees notified of decision and rights of appeal	All claims assessed and employees notified of decision and rights of appeal	All claims assessed and employees notified of decision and rights of appeal
All appeals considered	All appeals considered	All appeals considered
Offer(s) made to employee(s) with sole right(s) to post(s) or if more than one eligible competitive process completed and post(s) offered to successful candidate(s)	Provided no employees meet 80% match criteria to posts these are available for 65% match	Provided no employees meet either 80% or 65% match criteria to posts these are available for 50% match.
If post(s) accepted employee(s) confirmed in post(s). If any post(s) not accepted these made available for redeployment. (para.13.4). Any outstanding claim to a second post under 65% or 50% match considered.	Offer(s) made to employee(s) with sole right(s) to post(s) or if more than one eligible competitive process completed and post(s) offered to candidate(s) who best meet(s) the criteria for post(s). All offers are conditional on employee demonstrating his/her suitability for the post during a trial period. (para.13.4). Any outstanding claim to a second post under 50% match considered	Offer(s) of redeployment matching interview as 'priority 1' candidate made to employee(s) with sole right(s) to post(s) or if more than one eligible candidate, competitive process completed and post(s) offered to candidate(s) who best meet criteria for appointment when assessed against person specification. All offers are conditional on employee demonstrating his/her suitability for the post during a trial period. (para.13.5)
Unsuccessful candidates have normal rights to redeployment (para.13.5)	Any post(s) not accepted or where employee not confirmed in post following trial period (and any appeals) made available for redeployment.	Any post(s) not accepted or where employee not confirmed in post following trial period (and any appeals) made available for general redeployment.
	Unsuccessful candidates have normal rights to redeployment (para.13.5)	Unsuccessful candidates have normal rights to redeployment (para.13.5)

14.0 GRIEVANCES

14.1 The Council has a three-stage procedure for considering formal grievances raised by individual or groups of employees (see part 3, paragraph 14.0). Employees have the right to be accompanied by a trade union representative or colleague at all stages of the procedure.

14.2 Subject to the general requirement that a grievance should be considered by a manager more senior than the employee against whom the grievance is raised the stages are:

- i)** stage 1 - consideration by the employee's immediate line manager;
- ii)** stage 2 - consideration by the employee's head of department;
- iii)** stage 3 - consideration by the Council's Grievance Appeals Panel.

14.3 The timescales set out within the procedure should be adhered to unless variations are agreed between the parties in each individual case.

15.0 DISCIPLINE AND EFFICIENCY

15.1 The Council has agreed a procedure which will be followed when an employee's conduct or work performance is considered to warrant formal review (see part 3, paragraph 15.0). Employees have the right to be accompanied by a trade union representative or colleague at all stages of the procedure. NB - there are separate procedures which apply for:

- i)** employees serving a probationary period see part 2, paragraph 2.3.
- ii)** employees on fixed term contracts see part 2, paragraph 15.2.
- iii)** cases where medical capability is the sole issue under review (see part 2, paragraph 12.6.)

15.1.1 Employees subject to action under the Disciplinary & Work Review Procedure will have the right to:

- i)** be given full details of the allegations being made against them;
- ii)** a full investigation of the facts;
- iii)** written notice to attend and put their case to a formal hearing chaired by a more senior manager (no lower than Service Head or equivalent) called to consider the allegations in the light of all available evidence;
- iv)** written notice of any disciplinary decision arrived at as a result of the hearing and the right to appeal against it to:
 - a)** the Council's Appeals Committee for dismissal or relegation to a lower graded post;or;
 - b)** the Director of his/her department for any other decision.

15.1.2 An employee who is suspended pending a disciplinary investigation (see part 3, paragraph 15.7) will be suspended on full contractual pay (see part 3, paragraph 15.3.5). The basis of the suspension will be reviewed on an on-going basis as the

investigation progresses to consider whether it should continue or if the employee should return to his/her own or some alternative workplace and/or duties. The employee will have the right to appeal to his/her director against continuation of the suspension if still in operation after 25 working days and again after each subsequent period of 20 working days.

15.1.3 The timescales set out in the procedure (see part 3, paragraph 15.0) will be adhered to unless varied by agreement of the parties in each individual case.

16.0 LEAVING THE COUNCIL

16.1 Giving Notice

16.1.1 The period of notice required from each party to terminate contracts of employment is set out in the statement of main terms and conditions of employment given to each employee on appointment.

- i) The notice period during probation will be the statutory minimum.
- ii) The minimum period of notice for any permanent employee on confirmation in post will be: one calendar month (monthly paid) or; four weeks (weekly paid) or; the statutory minimum (whichever is the greater).
- iii) The minimum period of notice of dismissal for redundancy will be three months regardless of hours, length of service and/or grade. (NOTE: This does not apply to short-term casual appointments or temporary employees on a single (or series of) fixed term contract(s) of 12 months or less duration or; temporary employees who were specifically contracted to cover particular areas of work required during the reorganisation process.)

16.1.2 All contracts of service for posts graded at or above scp 34 are subject to 3 months notice of termination of contract on either side unless a shorter period is agreed between the employee and the designated manager on appointment.

16.1.3 Designated managers have discretion to accept a shorter period of notice from the employee if this would not affect the business needs of the service.

16.2 Severance Scheme

See part 2 paragraph 13.3.2.4 and part 3, paragraph 13.3.

16.3 Appeals Against Dismissal

Employees (other than casual employees) who are given notice of dismissal for whatever reason will have the right to appeal against the dismissal to the Council's Appeals Committee. The procedure at part 3, paragraph 16.4 will apply in all cases.

16.4 Security of Accommodation

16.4.1 The purpose of this provision is to afford an employee living in service tenancy accommodation a degree of protection when he/she leaves the job for which the accommodation is provided

16.4.2 Employees who: have completed two years continuous service with the Council in a post, or posts, which required them to occupy accommodation for the better performance of their duties as a service tenant; and leave the post for reasons other than dismissal for gross misconduct; and who do not own or have legal tenancy of another property will:

- i)** be guaranteed up to two offers of alternative accommodation (*Note: In many cases the council will not be able to match the size of the property being vacated. In particular accommodation of three or more bedrooms is in short supply and will only be available for larger families. There may be a need for compromise, in which case the council will, subject to the availability of appropriate alternative accommodation, vary its normal housing allocation policy/practice if this is necessary to meet as far as possible the reasonable expectations of the employee*);
- ii)** be able to appeal if an offer is considered to be unreasonable;
- iii)** be able to appeal to the Council to set aside the exclusion from the right to be offered alternative housing if dismissed by a school governing body;
- iv)** have removal expenses paid (on submission of appropriate quotes) and be reimbursed for resettlement costs up to a maximum of £750 (to be reviewed annually in line with the main RPI).

16.4.3 Wherever possible employees will be allowed to continue to live in their present accommodation except where it is specialised accommodation (as may arise normally in Education, and occasionally Housing or other establishments, and is still required for the better performance of an employee's duties.

16.4.4 Details are in part 3, paragraph 16.6.

17.0 MISCELLANEOUS PROVISIONS

17.1 Trades Union Representatives

Employees are allowed time off for trade union duties as defined in the ACAS Code of Practice. The Council also allows time off for nominated branch officials of the recognised trades unions and the allocation is reviewed by Cabinet from time to time. Details are set out in part 4.

17.2 Inspection of Personal Files

- 17.2.1** The Council's systems for storing, maintaining and using personal information held about employees and former employees are subject to the provisions of the Data Protection Act 1998. The Council will consult with the Employees Side about any proposed changes to the registration(s) of those systems.
- 17.2.2** Employees are entitled to inspect their personal file except that any references obtained in confidence before appointment will be withheld from inspection. Subject to the provisions of Data Protection legislation in force at the time employees may also inspect any medical files held on them by the Council.
- 17.2.3** The right of access to personal files also applies to former employees of the Council.
- 17.2.4** Inspection can be arranged by the employee/former employee contacting his/her departmental personnel section. A minimum of three days notice is required.
- 17.2.5** Employees may ask their designated manager to remove and destroy items placed on their file. Designated managers will have regard to Data Protection legislation in force at the time and will decide whether to comply with the request.
- 17.2.6** Should the manager choose not to comply then they must give the employee the reasons in writing why the request cannot be met.
- 17.2.7** References given by the Council will be made available for inspection by employees and former employees of the Council.
- 17.2.8** Employees may have copies made of any item (other than confidential references) in their personal files. A reasonable charge may be made to cover the cost of the copies.

17.3 Employees Indemnity

- 17.3.1** The Council will generally indemnify employees, past and present, against claims made against them. The Council will not make claims against employees, for any loss or damage also caused by any neglect, act, error or omission committed by the employee in doing their work.
- 17.3.2** The indemnity will not extend to loss or damage done directly, or indirectly caused by, or arising, from:
- i) fraud, dishonesty, gross negligence, wilful act or a criminal offence on the part of the employee, which would justify the immediate termination of the employee's contract of employment;

- ii) any neglect, error, or omission by the employee otherwise than in the course of their duties;
- iii) liability arising from surcharges made by the District Auditor.

17.3.3 The indemnity will not apply if an employee, without the written authority of the Law & Democratic Services Director admits liability to a claimant or negotiates or attempts to negotiate a settlement of any claim falling within the scope of this indemnity.

17.3.4 This indemnity will not be prejudicial to any action taken against an employee for negligence by means of disciplinary proceedings undertaken within the Council's existing disciplinary procedures. Nor will it prevent the authority at its discretion indemnifying its employees in circumstances not covered by this indemnity.

17.4 Telephone Monitoring

17.4.1 Subject to legal requirements being met designated managers and nominated individuals are permitted to record and silently monitor telephone conversations for the purposes of training and quality control within some sections of the Council.

17.4.2 Monitoring of telephone conversations will not be undertaken without the full knowledge of employees using any particular telephone extension.

17.5 Long Service Memento

Employees, including teaching staff, who have completed at least 25 years continuous service with the Council shall be eligible for a long service memento. Details are in part 3, paragraph 17.5.

17.6 Disruption to Normal Transport Services

17.6.1 Employees who arrive late, and/or need to leave early from work, as a result of extraordinary adverse weather conditions, industrial action, or other emergency affecting transport services will be credited with a normal day's attendance on those days designated by the Personnel & Equality Director.

17.6.2 Where on a day/days, designated under 17.6.1 above, a combination of the disruption to normal transport services and an employee's medical condition, disability or care responsibilities prevent that employee from attending work at all on those days, her/his designated manager will allow the employee to work from home (where possible), or may grant special leave with pay.