Human Resources:

Terms and Conditions of Employment

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STANDARD TERMS & CONDITIONS OF EMPLOYMENT

In addition to the terms and conditions in your Main Statement of Terms & Conditions of Employment, your employment contract is also governed by standard clauses as listed below (as applicable). These have been produced to achieve a common set of terms and conditions for all employees. These terms and conditions supersede all previous local agreements. Please ensure that you have read these carefully, along with the other relevant documents as appropriate.

All policies referred to in this document can be obtained from Human Resources, Employee Self Service or via the Council's Intranet site.

1.0 Scope

1.1 The terms and conditions outlined below cover all employees of Chelmsford City Council. Part-time employees will have applied to them the pay and conditions of service pro-rata to comparable full-time employees.

1.2 Temporary employees will receive pay and conditions of service equivalent of that of permanent employees.

2.0 Collective Agreements

2.1 During your employment, certain terms and conditions of employment, other than those specifically covered in your Main Statement, which shall take precedence, are covered by collective agreements. These conditions may be supplemented and reviewed by local collective agreements and by the rules and staffing policies of the Council.

2.2 From time to time variations in your terms and conditions of employment will result from amendments to the Scheme of Conditions of Service and/or from negotiations and agreements with the union or unions recognised by the Council. These changes will be notified to you.

3.0 Continuous Service

3.1 For the purposes of entitlements regarding the following, continuous service will include continuous previous service with any public authority to which the Redundancy Payments Modification Order (Local Government) 1983 (as amended) applies:

- a redundancy payment
- occupational sickness allowance
- annual leave entitlement
- occupational maternity scheme (if applicable)

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3.2 If returning to Local Government following a break for maternity leave reasons, employees will be entitled to have the previous service taken into account in respect of the sickness and maternity leave schemes, provided the break does not exceed eight years and that no permanent paid full-time employment has intervened. For the purpose of calculation for annual leave the eight years' time limit does not apply provided no permanent paid full-time employment has intervened. The Entitlement and Procedures for Time Off Policy gives full details.

4.0 Probationary Review

4.1 New employees to Chelmsford City Council must complete a 6-month probationary period before their job with the Council is confirmed. If the probationary period has not been completed satisfactorily after 6 months, the probationary period may be extended with the employee's agreement to a maximum of 12 months. During the probationary period employees are expected to show that they are suitable for the job to which they have been appointed. Once this has been satisfied, Human Resources will write to confirm the appointment. Performance will be reviewed during the probationary period.

4.2 Employment may be terminated at any stage during the probationary period, on the employee giving or receiving one month's notice.

4.3 Please note that the Council's Disciplinary Procedures and Appeal arrangements do not apply during your probationary period. Further details of your Probationary Period are explained in the Probation and Internal Support Policy.

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5.0 Hours of Work

5.1 The standard working week for full-time employees will be 37 hours over 5 days. Part-time staff will be paid pro-rata on a 37 hours' basis. Some Service areas have a local variation on the number of days worked for operational reasons.

5.2 An employee's specific hours are outlined in their Main Statement of Terms and Conditions of employment.

6.0 Working Flexibly

6.1 The Council is committed to looking at flexible working arrangements for employees subject to operational and customer needs. Details can be found in the Working Flexibly – Our Approach.

7.0 Pay and Grading

7.1 Payment of Salary

7.1.1 Your grade and salary are detailed in your Main Statement of Terms and Conditions.

7.1.2 Salaries are paid by credit transfer to a bank or building society account on the 23rd of each month or, where this is a Saturday, Sunday or public holiday, the nearest working day before. We may at times pay on an earlier date in December and staff will be advised if this is the case.

7.1.3 Salary payments relate to the current month, but claims for overtime, car mileage and so on are paid up to and including the 12th of each month.

7.2 Job Evaluation

7.2.1 Chelmsford City Council has adopted the Hay Job Evaluation Scheme which is a means of establishing systematically the relative values of different jobs. The Scheme will be used to determine job grades of both new and existing posts and is the only mechanism within the Council for determining the basic pay of all posts. Responsibility for administering and coordinating the Job Evaluation Scheme will rest with the HR Services Manager.

7.2.2 The basic pay of each employee will be based on the grade of the job. Jobs with the same job evaluation score will be graded the same.

7.3 Normal Pay

7.3.1 Normal pay includes all earnings that would be paid during a period of normal working, but excluding any payments not made on a regular basis.

7.4 Contractual Overtime

7.4.1 For some posts in the Council there is an identified need to work over the 37 hour week. Where this is identified, contractual overtime will be paid at time and a half.

7.5 Other Additional Hours

7.5.1 In order to promote a healthy work/life balance, the Council is committed to reducing the levels of overtime worked.

7.5.2 All non-contractual additional hours will be paid at plain time except where an employee is required to work for a sixth day in addition to their normal five day working week, when an enhanced rate of time and a half will apply once a qualifying time of 37 hours has been reached. This will only apply to additional hours worked in an employee's substantive role and additional hours worked in a different role will be paid at plain rate for that role.

7.5.3 Employees who contractually work 37 hours over four working days will also be entitled to the enhanced rate for additional hours worked on the 5th working day once a qualifying time of 37 hours has been reached.

7.5.4 For part-time employees, an enhanced rate of time and half will apply only when a sixth working day is worked in the substantive role. However, they must have worked 37 hours in that week to qualify.

7.5.5 Where employees work on Saturday or Sunday as part of their working week, there will be no enhancement to pay.

7.6 Working after midnight

7.6.1 If an employee has a normal contractual shift that runs past midnight, but before 6am they will receive an additional half rate to their normal pay making time and a half to their normal pay for those hours.

7.6.2 If an employee works from midnight to 6am who is not on a contractual shift, this will be paid at time and a half.

7.7 Other enhancements

7.7.1 No other bonuses or task payments will be payable.

7.8 Pay in Lieu of Notice

7.8.1 The Council may make a payment in lieu of notice for all or any part of an employee's notice period on termination of employment (rather than the employee working out their notice period). This provision, which is at the organisation's discretion, applies whether notice to terminate the contract is given by the employee or the organisation.

7.8.2 The employee will be compensated by being given a payment in place of this, amounting to the payment that they would have received including payment for accrued but untaken annual leave as appropriate, as if they had worked out their notice period. Pay in lieu of notice will be paid with the employee's final pay which will normally be in the month following the leaving date.

7.9 Overpayments/Underpayments

7.9.1 Overpayments

7.9.1.1 Where an overpayment of salary has been made, the Council shall be entitled (without prejudice to any other recovery methods available to it) to recover such via deduction from salary. If the overpayment is under £100 then it will be recovered in the next pay period via deduction from salary and the employee advised accordingly. Where the overpayment is in excess of £100 the Council shall be entitled to recover such overpayment by deducting £100 (or such higher sum as may be agreed) from the employee's monthly salary until the overpayment has been repaid. The employee will be advised of the amounts to be deducted ahead of the deduction.

7.9.1.2 If an employee leaves the Council's service whilst all or part of an overpayment is outstanding, the Council shall be entitled to recover the overpayment in its entirety or in part via deduction from the employee's final pay or from any monies due from the Council to the employee.

7.9.1.3 The above provisions are intended to be of general application to all overpayment of salary cases. Where, however, the Council is satisfied that repayment (s) via deduction from salary would cause the employee severe financial hardship (e.g. mean that they would be unable to meet basic living costs of rent, mortgage, food etc) it may, at the absolute discretion of the HR Services Manager, arrange for the recovery to be spread over a longer period.

7.9.2 Underpayments

7.9.2.1 Where an underpayment of salary has occurred due to a payroll error a remedial payment will be made by BACS withing 7 working days of the discovery of the error. Where the underpayment is due to incorrect or late documentation from the service, the remedial payment will normally be made in the next pay period.

8.0 Leave

8.1 Annual Leave

8.1.1 Entitlement to paid leave is based upon the grade of the job and period of continuous service. For ease of reference one local day and the extra statutory days as per Section 8.2 are included within this entitlement. Part-time employees' entitlement to leave, including extra statutory and Bank Holidays will be calculated on a pro-rata basis.

8.1.2 If an employee joins or leaves the Council within a leave year their annual leave entitlement, which includes the local and statutory days, will be calculated on a pro-rata basis. If, upon conclusion of employment, leave has been taken in excess of pro-rata entitlement, a sum equivalent to the employee's salary for that period will be deducted from the employee's final pay or from any other monies due from the Council to the employee.

8.1.3 If an employee is joining <u>from</u> another local authority, they may be entitled to transfer some untaken leave entitlement. For further information please contact Human Resources.

8.1.4 Employees are entitled to carry forward up to 37 hours holiday from one leave year to the next (pro-rata for part-time employees). The Service Director also has the

discretion to allow more than 37 hours to be carried forward e.g. for 'special' holidays in exceptional circumstances.

8.1.5 The leave year will run from 1st April to 31st March.

8.1.6 An additional 37 hours leave (pro-rata for part-time) are granted to employees when they have completed five years continuous service in local government or with any public authority to which the Redundancy Payments Modification Order (Local Government) 1983 (as amended) applies.

8.1.7 An additional 7.4 hours leave (pro-rata for part-time) is granted to employees in their 10th continuous year of service with Chelmsford City Council, for that year only.

8.2 Extra Statutory Days

8.2.1 A further 14.8 hours for an extra statutory day and an additional day's leave (called a local day) are granted by the Council as part of the arrangements to close the main offices over the Christmas/New Year period. These days are included as part of an employee's annual leave entitlement (pro-rata for part-time employees). Employees are usually required to take three days' annual leave when their main place of work is closed and these fall on an employee's working day.

8.2.2 Employees who are required to work over the Christmas and New Year period are entitled to take these additional hours as part of their usual leave arrangements.

8.3 Public Holidays

8.3.1 Employees will be entitled to holiday with pay for each of the statutory, general and public holidays as they occur. 7.4 hours are included in the holiday entitlement for each (pro-rata for part-time).

8.3.2 Employees required to work on a public holiday shall, in addition to the normal pay for the day, be paid at plain time rate for all hours worked within their normal hours for that day. Alternatively, employees may wish to take the equivalent time off in lieu.

8.3.3 Part-time employees will receive 1/5th of their total weekly working time for each Bank Holiday.

8.3.4 The total leave entitlement consisting of annual leave, extra statutory days and public holidays is shown below:

Total Annual Leave Entitlements including Bank Holidays*

Grade	Hours (up to 5 Years Local Government Service)	Hours (5 Years and Over Local Government Service)	Hours (10th Year of CCC Service Only)
Up to Grade 6	236.8 hours	273.8 hours	281.2 hours
7 to 9	244.2 hours	281.2 hours	288.6 hours
10 to SMG 2	266.4 hours	303.4 hours	310.8 hours

***Please note that the above table includes 59.2 hours, which equates to 8 Bank Holidays, although this may vary each year depending on the number of Bank Holidays that fall in a particular leave year.**

8.4 Other Circumstances

8.4.1 Leave relating to family policies e.g. maternity, adoption, parental, special leave and bereavement are detailed in the Entitlement to Time Off policy.

9.0 Sickness Scheme

9.1 Occupational Sick Pay

9.1.1 The scheme is intended to supplement statutory sick pay and incapacity benefit so as to maintain normal pay during defined periods of absence on account of sickness, disease, accident or assault.

9.1.2 Absence in respect of normal sickness is entirely separate from absence through industrial disease, accident or assault arising out of or in the course of employment with the Council. Periods of absence in respect of one will not be set off against the other for the purpose of calculating entitlements under the scheme.

9.1.3 Entitlement to sick pay is:

during 1st year of service, one month's full pay and (after four months' service) two months' half pay;

during 2nd year of service, two months' full pay and two months' half pay;

during 3rd year of service, four months' full pay and four months' half pay;

during 4th and 5th years of service, five months' full pay and five months' half pay;

after 5 years' service, six months' full pay and six months' half pay.

9.1.4 The payment of occupational sick pay is dependent on the employee complying with all the rules of the occupational sick pay scheme including the rules concerning the notification of an employee's absence to their line manager or supervisor before they were due to start work on the day of absence. Any day's sickness absence which has not been notified to the Council in line with the rules will be treated as unauthorised absence and occupational sick pay may not be paid for that day.

9.1.5 The Council reserves the right to withhold payment or deduct from salary a day's pay for each day of the unauthorised absence. Any decision concerning this matter will be made by the employee's line manager who will notify Human Resources.

9.2 Time off for Medical Screening

9.2.1 Paid time off will be granted for the purpose of preventative medical screening e.g. cancer screening. It will not be treated as sickness absence.

9.3 Medical Examinations

9.3.1 Employees are required to participate in any health assessment/surveillance programme applied by the Council for their job and this could include attending a medical assessment with the Council's occupational health advisor and/or other

specialist. In addition, the Council can require any employee to have a medical examination at any time if their health affects their work performance or attendance.

9.4 Absence due to Injury Caused by a Third Party – Right to recover sick pay

9.4.1 If an employee is off sick as a result of an accident or some other incident (e.g. a road traffic accident) involving a third party they will receive their sick pay as usual. Where, however, the employee makes a claim for damages against a third party in respect of the accident/incident and is awarded compensation (whether by way of a court judgment or as the result of an out of court settlement) the employee shall, upon receipt of such compensation, forthwith repay to the Council the sick pay they received while off work.

9.4.2 In the event that such compensation is insufficient to fund full repayment of the sick pay the employee's repayment liability shall be limited to an amount equivalent to the compensation received.

10.0 Notice

10.1 An employee must give the following minimum period of notice to terminate employment:

Up to and including Grade 6	- one month's calendar notice
Grade 7-9	- two months' notice
Grade 10 to SMG 2	- three months' notice

10.2 Employees will be entitled to receive from the Council either the equivalent period of notice specified above, or the statutory minimum period of notice specified below if this is greater.

10.3 Employees should note that nothing in this Clause shall prevent the Council from terminating your employment without notice or payment in lieu thereof in cases of gross misconduct or other appropriate circumstances.

Period of Continuous Employment	Minimum Notice
Four weeks or more, but less than two years:	One calendar month

Two years or more, but less than twelve years	One week for each year of continuous employment, but not less than one calendar month.
Twelve years or more	Twelve weeks

11.0 Standards of Conduct

11.1 The Council has adopted a Code of Conduct for its employees, and it is a condition of your employment with the Council that you abide by these standards.

12.0 Disciplinary Rules and Procedures

12.1 The Council accepts that most of its employees can be relied on to conduct themselves in an exemplary manner, irrespective of formal rules. However, in a large organisation such as the Council it is necessary for there to be standards which identifies conduct which is unacceptable to the Council as an employer. These are set out the Disciplinary Standards. The lists are not to be regarded as exclusive or exhaustive.

12.2 Any breach of the above Code of Conduct and/or Misconduct or Gross Misconduct (see Disciplinary Standards) will render an employee liable to disciplinary action. Subject to the exceptions referred to in this Statement, any such action will be in accordance with the Council's current Disciplinary Procedure. It also explains what to do if an employee is dissatisfied with any disciplinary decision relating to them, including any rights of appeal available.

12.3 The Council's Disciplinary Procedures and Appeal arrangements do not apply during any probationary period. Further details about probation can be found in the Probation and Internal Support Policy.

13.0 Grievance Procedure

13.1 If an employee has a grievance relating to their employment, please refer to the Grievance Policy and Procedure.

14.0 Membership of a Trade Union

14.1 The Council supports the system of collective bargaining in every way and believes in the principle of solving employment relations problems by discussion and agreement. For practical purposes, this can only be conducted by representatives of the employers and of the employees.

14.2 UNISON is the negotiating trade union for Chelmsford City Council and can be contacted on 01245 608949 or email unisoninessex@gmail.com.

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15.0 Political Restriction (if applicable)

15.1 If an employee's post is politically restricted under the provisions of the Local Government & Housing Act 1989, they will be subject to these statutory requirements which generally prohibit them from being a Member of another Local Authority and restrict political activities whilst an incumbent of this post. A full list of affected posts is available from Human Resources.

16.0 Pension

16.1 Details of the Local Government Pension Scheme (LGPS) can be obtained from the LGPS website. Both the employee and Chelmsford City Council contribute to the scheme.

16.2 New employees will be automatically enrolled onto the LGPS. If an employee wants to opt out, they should notify Human Resources.

16.3 Employees will be automatically enrolled into the LGPS if they meet the Auto-enrolment rules, and they will have the opportunity to opt out. Auto-enrolment occurs every three years.

16.4 Current employees who are members of the LGPS will continue to be included in the Local Government Pension Scheme (LGPS) unless Human Resources are notified to the contrary.

16.5 Current employees who are not members of the LGPS will continue to be excluded from the Scheme (subject to the Auto-enrolment process – see para 16.3). If an employee wishes to join, they will need to apply for membership. For more information please contact Human Resources.

16.7 The normal retirement age for pension purposes for both men and women, is the State Pension Age.

17.0 Election Duties

17.1 Employees may be required to assist in the organisation and running of elections or referenda that take place in the city, relating to Parish Councils, the City Council, the County Council and Parliament, or other similar bodies. This will normally only occur when there are insufficient experienced volunteers from within the Council's service who are available for and are able to carry out such duties.

18.0 Councillors

18.1 Under the law a current employee cannot be a Councillor for Chelmsford City Council. Additionally, anyone who is currently a Councillor for Chelmsford City Council or has been one within the last twelve months is disqualified from applying for and being appointed to any paid employment with Chelmsford City Council.

19.0 Smoke Free Policy

19.1 The Council operates a no smoking policy. Smoking is prohibited at all times employees are engaged in work-related activities. Any breach of the policy will be treated as misconduct and will be dealt with under the Council's Disciplinary Procedure.

20.0 Training & Development

20.1 The Council is fully committed to the development of all employees and seeks to implement a programme of training and development that enables the Council to achieve its strategic objectives.

20.2 Where an employee is required to attend training they will be entitled to payment of normal earnings; all prescribed fees and other relevant expenses arising. Employees are also entitled to paid leave for the purpose of sitting for required examinations. When attending training courses outside contracted daily hours, part-time employees will be paid on the same basis as full time employees.

20.3 Financial assistance may also be provided for requests for external training or qualification courses, on the completion of the Council's financial assistance form.

20.4 The Council may require a repayment of all, or part of the costs incurred should an employee fail to complete their training or leave during or within 2 years of completion of their training. Please contact Human Resources for further details.

20.5 The Council promotes equity of access to learning and is keen to encourage employees to develop their skills and level of responsibility to the maximum of their individual potential. Particular consideration is given to the needs of part time employees and working patterns.

21.0 Uniform

21.1 If an employee is required to wear a uniform for work for either health & safety reasons or they perform a front line service, the uniform must be worn at all times whilst at work.

22.0 Inventions & Designs

22.1 If an employee invents or designs something during the course of their work, they must not tell anyone about this until they have discussed it with the Chief Executive. This is because if details of the invention or design are disclosed too early this may affect the ability of the Council to register or patent it.

23.0 Disclosure of Information to Third Parties

23.1 In accordance with section 6 of The Audit Commission Act 1998, any data held by Chelmsford City Council in respect of employment will be used periodically for cross-system and cross-authority comparison purposes for the prevention and detection of fraud.

23.2 Additionally, anonymised data may occasionally be supplied to our External Auditors in order to comply with their auditing requirements.

24.0 Disclosures of Criminal Checks

24.1 The purpose of a criminal check disclosure is to help organisations, such as the Council, make more informed decisions when recruiting and employing people in positions of trust, by providing us and the employee with details of any criminal convictions against them - whether spent and unspent.

24.2 Through undertaking these checks the Council can provide greater protection for the vulnerable members of our society and afford greater protection to our customers, staff, and volunteers.

24.3 A list of relevant posts is available from Human Resources. Please be aware that the Council may require an employee to successfully apply for further disclosures during the course of their employment. Further information is in the Disclosure & Barring Checks Policy.

25.0 Health & Safety Responsibilities

25.1 The Council is committed to providing workplaces and services to the public which do not pose a risk to anyone's safety or health. In order to achieve this objective the Council has established a safety management system. All of the Council's employees have an important role in ensuring the successful implementation of Chelmsford City Council's Safety Management System. The detailed health & safety responsibilities of individual employees are contained in the following documents:

- Chelmsford City Council's Health, Safety Policy:
- Directorate Health & Safety Handbooks or Organisation & Arrangements documents

- Section/Unit/Site Organisation & Arrangements documents (if applicable)

Version Number	Creation Date	Changes Made	Changes Made By:	Authorised/Checked?	Date of Changes
4.4	July 22	Reviewed and reformatted	A Felton	Y	05/0722
4.3	Jun 21	Removal of reference to days' from leave entitlement	A Felton	Y	10/06/21
4.2	Apr 19	Inclusion of SMG 1 and SMG 2 grades to annual leave (8.3) and notice period (10)	A.Garrod	Y	12/04/19
4.1	Aug 2012	Amended Disability Confident logo	HR Team	Y	05/12/16
4.0	Nov 16	3 – clarification re maternity leave 4 – Change of title of policy 7.1 – clarified paid the nearest	A Felton	Y	23/11/16

		working day before a Sat, Sun or public holiday 7.2 – change of title of HR Services Manager 8.4 and 8.5 removed and referred to relevant policy New Section 7.8 re Pay In Lieu of Notice			
3.2	Aug 16	16 Changes to Pension wording	A Felton	Y	10/8/16
3.1	Aug 2012	8.2 Wording re Extra Stat days amended for clarification	A Felton	Y	30/10/14
3.0	Aug 2012	Change to how leave is calculated Amendment to advise of external auditors accessing anonymised information	HR Team	Y	28/04/2014