TERMS AND CONDITIONS OF EMPLOYMENT

During your employment with the Council your terms and conditions of employment will be in accordance with collective agreements negotiated from time to time by the National Joint Council for Local Government services as amended from time to time by the Council by local collective agreements reached with trade unions recognised by the Council for the purposes of collective bargaining, and by the rules of the Council. In the event of difference between the national terms and conditions and this contract, the latter will apply.

Documents are available for reference through HR.

1. Place of Work

You may be required to work at any location in Cheshire West and Chester as many services and customers span across the Borough.

2. Pay

You will be paid monthly in twelve equal payments by credit transfer on the 18th of the month. Where this falls on a weekend or bank holiday, payment will be made on the previous working day.

Any changes to your salary will be subject to the pay progression policy.

Your salary will be updated in line with pay awards agreed by the National Joint Council, as amended from time to time by the Council by local collective agreements.

Note

Cheshire West and Chester Council is entitled to make deductions from your salary (or any other sums owed to you) for any sums (properly) owed to the Council pursuant to section 14 of the Employment Rights Act 1996 (as amended). Deductions will be made at a reasonable rate as agreed by the Council and the associated employee. Should your employment with Cheshire West and Chester Council terminate before the full amount has been repaid, the outstanding balance will be deducted from any final salary payment. Where this is not practicable or the overpayment is as a result of employment terminating, the Council reserves the right to pursue the outstanding monies as a contractual debt.

3. Continuous Employment

Statutory Rights

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For redundancy payment purposes, continuous service with an organisation covered by the Redundancy Payments (Local Government) (Modification) Orders (RPMO), which covers local authorities and related bodies, counts as continuous service with the Council. If you do not have such service, the effective date is the start of your employment with Cheshire West & Chester Council.

Continuous Service for statutory rights other than a redundancy payment dates from the start of your employment with Cheshire West & Chester Council. (Please note that your contractual rights may supersede your Statutory rights – see below).

**Contractual Rights**

If you have continuous previous service with an organisation covered by the RPMO, this will be included in calculating your entitlement to:

- annual leave
- sickness allowance
- maternity

If you have returned to local government service following a break for maternity reasons, or reasons concerned with caring for children or other dependants, you will be entitled to have previous RPMO service taken into account in respect of sickness and maternity schemes provided that the break does not exceed eight years and you have not had any permanent paid full time employment in the intervening period. For the purpose of calculation of entitlement to annual leave the eight year limit does not apply.

If, prior to commencing continuous employment with the Council, you were made redundant from an RPMO organisation within the previous two years, continuous RPMO service will be included in calculating your entitlement to:

- sickness allowance
- annual leave
- notice (allowing half such service)

**Statutory and Contractual rights for employees with more than one job.**
If you already have an existing job with Cheshire West and Chester Council and this is an additional one, the start date for both your statutory and contractual entitlements dates from your start date in this job. (If at a later date you resign from or are dismissed from your first job the continuous service you have accrued in the first job transfers to the second.)

If this job replaces part of the hours you work in your existing job the continuous service for this job is the start date for your continuous service in your existing job.

4. **Hours of Work**

The standard working week for full time employees is 37 hours.

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Your working pattern will be as agreed with your manager and notified to you in advance and will be subject to the needs of the service and may include the need to work weekends and nights, and if appropriate, in accordance with any Flexible Working Hours Scheme in operation.

In accordance with the Working Time Regulations, you must ensure that you notify your manager of the details of any other jobs that you have, in line with the Council’s Code of Conduct.

5. **Holiday Entitlement**

Annual leave entitlement is 25 days, (rising by five days after five years continuous local government service) for full time employees. The standard leave period will be from 1st April to 31st March. However this may vary by service and your manager will notify you of local arrangements. Those employees starting or leaving employment during the year are entitled to leave proportionate to the number of completed month’s service during the year. In addition there are normally eight statutory and general national holidays. If you are employed on a part time basis, your entitlement to annual leave and public holidays will be pro rata.

In the event that you cease your employment with the Council, and holiday has been taken over and above that which has been accrued, the Council retains the right to make a deduction from your final salary. This will be the net equivalent for each day of holiday taken over and above the accrued entitlement.

6. **Sickness**

If you are sick you should notify your line manager at the earliest opportunity, and in any case not later than one hour after you are due to start work. You are required to comply with the absence notification and certification requirements within the Absence Management Policy, available on i-west or from HR. Full details of the sick pay scheme are also available through i-west or through your manager.

In certain circumstances, if it is considered you have abused the sick pay scheme, your conditions of employment allow for the suspension of your sick pay.

7. **Business Travel**

If travel is an integral part of your job, (i.e. the requirements of the role cannot be fulfilled without travel), you will be required to have your own private vehicle available. If you are unsure as to whether travel is a requirement of your role, your manager will advise you. If this travel is over 6,000 miles per year, you will be eligible to claim Car User allowance and the current business mileage rate, (see currently policy for rates). If you travel less than 6,000 miles per year, you will be eligible to claim business mileage only.

You should also make use of alternative modes of transport. These may include pool vehicles, public transport, walking or cycling, when appropriate.

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When using your own private vehicle on Council business, you must ensure that it is insured for business use and you have the documentary evidence to support this (it does not need to have comprehensive insurance).

If driving on Council business, the Council may perform periodic driving licence checks.

If your job requires you to drive either your own private vehicle or a Council vehicle, and you lose your licence to drive for any reason, your continued employment may be at risk if you are unable to make alternative arrangements to carry out your duties which are satisfactory to the Council. You must also notify your line manager of any points on your licence.

For the avoidance of doubt, there is no contractual entitlement to car parking.

8. **Employment Checks**

It is a condition of your employment that during your employment you comply with any requirement to undergo statutory checks and any checks specified by regulatory or licensing agencies with which the Council must comply. During your employment with the Council you are required to disclose immediately if you are convicted /cautioned for any offence, including driving offences. If you are charged with any offence you must declare this to your manager or to HR, and disciplinary action may be taken.

People who have criminal convictions/cautions will be treated fairly. A full appraisal of the situation including risks involved and the relevance of the conviction will be undertaken before action is taken. If you do not disclose any relevant information or refuse to undergo a statutory check it could lead to your dismissal.

Employees have a legal responsibility to inform the Council, immediately, if they become barred and are working with vulnerable groups.

9. **Pension**

You will automatically become a member of the Local Government Pension Scheme if your contract is for three months or more. If you wish to opt out of the scheme a pension option form must be completed and returned to the Employee Service Centre.

The normal eligibility age to receive a Pension from the Local Government Pension Scheme is your Normal Pension Age (or State Pension Age).

10. **Councils Policies and Procedures**

You are required to comply with the Councils Policies and Procedures which are available on i-west, through HR or your manager. Unless otherwise stated the terms of the Councils Policies and Procedures, (which subject to consultation with the Trade Unions where deemed appropriate, may be amended, replaced or withdrawn without replacement at the Council’s discretion) are not intended to have contractual effect.

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11. **Disciplinary Procedure**

The disciplinary rules applicable to your employment are set out in the Council’s Disciplinary Procedure, details of which are available on i-west, through HR or your manager. This procedure is not intended to have contractual effect. Any breach of disciplinary rules will render you liable to disciplinary actions.

The Council may suspend you from any or all of your duties during any period in which the Council is investigating any disciplinary matter involving you or whilst any disciplinary procedure against you is outstanding. See the Disciplinary Procedure for further details.

12. **Absence Management Procedure**

If your attendance is considered to be unsatisfactory, the Council will apply the Absence Management Procedure, details of which are available on i-west, through HR or your manager. This procedure is not intended to have contractual effect.

13. **Capability Procedure**

If your capability or performance is considered to be unsatisfactory, the Council will apply the Capability Procedure, details of which are available on i-west, through HR or your manager. This procedure is not intended to have contractual effect.

14. **Grievance Procedure**

If you have a grievance relating to your employment you have a right to express it, using the Council's Grievance Procedure. Full details are on i-west or are available from your manager or HR. This procedure is not intended to have contractual effect.

15. **Politically Restricted Posts**

Your role may be politically restricted and if so will be notified to you separately. The Local Government and Housing Act 1989 establishes a number of provisions intended to ensure the political impartiality of local government employees and ensure the political impartiality of Members in staffing matters. This was a concept introduced by the Act and was further updated by the Local Democracy, Economic Development and Construction Act 2009. Employees occupying such posts must not hold political office or engage in any form of political activity specified within the meaning of the Act. The Regulations also cover membership of another Local Authority and election to the employer’s side of negotiating bodies.

16. **Notice of Termination**

The minimum period of notice to which you are entitled and the minimum period you are required to give to terminate your employment is set out in the Council’s Termination Policy.

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However, the Council reserves the right to terminate your employment with immediate effect in which case you will be entitled to basic pay as compensation for the period of notice to which you would have been entitled. This payment will be at the rate of your contractual pay at the date of the summary termination. The payment in lieu of notice will be gross pay less income tax, national insurance contributions and any other appropriate deductions authorised by you or deductible in law.

Full details of the scheme are available on i-west or through HR.

Nothing in this document prevents the Council from terminating your employment summarily or otherwise in the event of any serious breach by you of the terms of your employment or in the event of any act or acts of gross misconduct by you. Examples of gross misconduct are given in the non-contractual Disciplinary Procedure available on i-west or through HR.

The Council reserves the right, at its sole discretion, to require employees who have resigned with notice, or who have been given notice to terminate their contract by the Council, not to attend their place of work for all or part of the notice period.

In these circumstances, the employee's contract will continue in force until the end of the notice period and the employee will continue to receive full pay and fringe benefits in the normal way. The employee will also remain bound by all the obligations and restrictions set out in his/her contract of employment, save the duty to attend work. The employee must remain available to be contacted by the Council except during any periods of holiday taken in the usual way.

Under these circumstances, the employee is not permitted to take up employment elsewhere during the notice period.

17. Miscellaneous

It is a condition of your employment that you must notify the Council of any change to your address, home telephone number, marital status, and nominated next of kin. This can be done through employee self-service or by contacting the Employee Service Centre.

It is a condition of your employment that you comply with the Council's Health and Safety policies and procedures. For further details please refer to i-west or your manager.

18. Uniform

You may be required to wear a uniform and if required will be notified by your manager. Anyone not required to wear a uniform at present may be required to do so in future. You are expected to dress appropriately for your role at all times. Appropriateness will be determined by your Service Director.

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19. **Probationary Period**

All employment, in any role, is subject to a probationary period of six months. During your probationary period, you will be expected to demonstrate your suitability for the post. Probationary periods may be extended up to a period of 10 months.

In some circumstances, the manager and the employee may agree that the employee does not have to work their notice and leave immediately. Under these circumstances the employee will be entitled to pay in lieu of notice (except in cases of gross misconduct).

The normal disciplinary and capability procedures will not apply during the probationary period. Employees should refer to the guidelines as set out in the Probationary Procedure available on i-west or through HR.

20. **Maternity**

Women who become pregnant are entitled to maternity pay and leave and to reasonable time off for ante-natal care, subject to complying with certain notification requirements.

Full details of the scheme are set out in the Maternity Policy, available on i-west or through HR.

21. **Code of Conduct**

The Employee Code of Conduct (copy available on i-west or via HR) is intended to guide you in dealing with situations which could put at risk your integrity as an employee and the public trust in the Service or Council.

Departments or Services may issue local codes to cover specific service issues and where this is the case, the local codes will form part of the terms of employment.

It is your responsibility to apply these requirements on every relevant occasion and if you are unclear, advice should be sought from your manager or HR. Any infringement of this or any related Code may be dealt with as a disciplinary matter and may be treated as gross misconduct. Legal action may also be taken.

Staff who belong to professional associations are expected to apply standards of their associations no less vigorously than those of this Code.

22. **Membership of a Trade Union**

This Council supports the system of collective bargaining. For practical purposes this can only be conducted by representatives of the employers and employees. You have the right to join a trade union and to take part in its activities. Details of the specified trade unions on the appropriate negotiating body are available through HR.

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23. **Data Protection**

Employees are required at all times during their employment to comply with the provisions of the Data Protection Act 1998 and with any policy introduced by the Council to comply with the Act. This includes when handling personal data in the course of employment including personal data relating to any employee, customer, service user, supplier or agent of the Council.

You consent to the Council processing personal data relating to you as necessary for the performance of your contract of employment and/or the conduct of the Council's business including for legal, personnel, administrative and management purposes.

The Council may make personal data relating to you available to those who provide products or services to the Council (such as advisers and payroll or pension administrators), regulatory authorities, governmental organisations and potential purchasers or contractors of the business in which you work.

24. **Confidentiality**

The Council places great emphasis on the importance of maintaining confidentiality. You are therefore required both during your employment and afterwards not to disclose to any person, company or organisation or use for your own benefit or for the benefit of any other person, company or organisation any information which you know or could reasonably have been expected to know to be confidential and which relates to any aspect of the Council’s activities. Breach of confidentiality is a serious offence which could lead to disciplinary action.

25. **Return of Council Property**

The Council requires employees to return all property that belongs to the Council on or before their final working day (or as required by their manager). If you fail to return any property belonging to the Council by the required date, the Council will withhold the whole or any part of any pay (or other sums) due from the Council to you up to the current market value of the property not returned, i.e. based on the value of the property at the time that it is not returned. The Council may issue civil proceedings for breach of contract and/or trespass to goods, to the extent that any outstanding pay (or other sums) withheld does not cover the current market value of the property not returned.

26. **Eligibility to work in the United Kingdom**

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It is a condition of your employment that you are eligible to work in the United Kingdom. If you lose eligibility for any reason, you must notify your manager immediately.