

**ST. HELENS BOROUGH COUNCIL**

**EMPLOYMENT RIGHTS ACT 1996**

**STATEMENT OF PARTICULARS FOR EMPLOYEES  
UNDER CHIEF OFFICER CONDITIONS OF SERVICE**

This Statement of Particulars is issued to ..... (the Employee)\*  
Reference Number ..... in connection with his/her employment by St. Helens Borough Council (the Employer).

Date issued .....

Issuing Department .....

**1. DATE OF COMMENCEMENT OF EMPLOYMENT .....**

**2. DATE(S) FROM WHICH CONTINUOUS SERVICE BEGAN**

Service commenced:

- (a) With this Council for the purpose of calculating minimum statutory notice periods

.....

This service will be used to calculate if you qualify for a redundancy payment.

- (b) For the purpose of entitlements regarding Annual Leave, the Occupational Sickness Scheme and the Occupational Maternity Scheme continuous service will include continuous previous service with any public authority to which the Redundancy Payments (Local Government) Modification Order 1983 (as amended) applies:-

.....

Where an employee qualifies for a redundancy payment under the service listed at (a) the service listed at (b) will be used to calculate the redundancy payment.

Where an employee returns to local government service following a break for maternity reasons she will be entitled to have previous service taken into account in respect of the sickness and maternity schemes provided that the break in service does not exceed eight years and that no permanent paid full time employment has intervened. For the purpose of the calculation of entitlement to annual leave the eight years' time limit does not apply provided that no permanent full time employment has intervened.

3. **TEMPORARY/FIXED TERM CONTRACT ONLY**

Temporary Contract \*

This employment is not intended to be permanent. It is expected, without prejudice to your right or that of the Council to give notice to terminate it in accordance with the Notice provision explained in the statement or summarily in circumstances which may warrant such action, to last for a period of approximately ..... Weeks/months.

Fixed Term Contract \*

This employment is not intended to be permanent. Subject to your or the right of the Council to give notice to terminate it in accordance with the Notice provisions explained in this statement or summarily in circumstance which may warrant such action, your contract of employment will expire and your employment will therefore end on .....

(\* Delete as appropriate)

Part-time employees shall have applied to them the pay and conditions of service pro-rata to comparable full-time employees except of:-

- (a) training and development - where part-time employees should have access equal to that of full-time employees and when on training courses outside their contracted hours shall be paid on the same basis as full time employees.
- (b) the car allowance scheme - which applies to part-time employees in full on the same basis as full-time employees.

Temporary employees shall receive pay and conditions of service equivalent to that of permanent employees.

4. **PLACE OF EMPLOYMENT** .....

You may be required to serve at other places in the Council's service as reasonably required.

5. **JOB TITLE** .....

A job description or description of duties required to be undertaken is attached.

6. **WORKING ARRANGEMENTS**

Basic hours of work: ..... per .....

Overtime (if applicable) .....

Your normal working arrangements will be as follows:

.....  
The Council's flexible working hours scheme does not apply to your post.

The Council's Local Conditions of Service contain its policy statement on the Working Time Directive, and under the policy the following special conditions apply to you:

**You are expected to devote your whole time to the work of the Council and to carry out duties outside the "normal" working hours of the Council. As such your post is exempt from the provisions of the Working Time Regulations 1998 as you are deemed to have unmeasured working time.**

**7. SALARY/WAGE**

Your rate of pay is in accordance with a locally agreed range. Your commencing salary is £..... within the current range £ ..... - £ .....

The next increment will be payable from ....., and any further increments will be payable from 1 April. All increments will be paid subject to a satisfactory appraisal.

The following additional allowances are also payable:

Allowance	Rate	Frequency
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Payment of salary will be by credit transfer. The frequency of payments will be on a monthly basis, normally paid on the twenty-first day of each month.

**8. HOLIDAY ENTITLEMENTS**

**(a) Annual Leave**

Your current holiday entitlement is ..... days per annum for a full year from 1 April to 31 March

This entitlement will increase on the following basis:

<u>Salary Scale</u>	<u>Period of Continuous Service</u>	
	<u>0-5 yrs</u>	<u>Over 5 yrs</u>
	(entitlement in days)	
Chief Officers	30	33

The above figure includes two Extra Statutory days.

Leave allocated in measures other than standard days e.g. hours will be calculated from the above, pro rata if required.

The leave entitlement applies pro-rata for part time employees and is in addition to bank/public. Leave will also be calculated pro-rata for those employees who commence or terminate during the leave year, based on the actual number of days worked as a proportion of 365 days per year.

Leave cannot be replaced by pay in lieu other than upon termination of employment, and this will only occur where employment is terminated by the employer or where the employee is prevented by management from using the leave during the period of notice. You must plan to use outstanding leave during the period of notice.

Where an employee has taken more leave than their accrued entitlement at termination, this will be recovered. In these circumstances deduction from the final salary due to you on termination of employment will be made in respect of any holidays taken in excess of your entitlement, unless compensation by other means is agreed. If your final salary is not sufficient, you will be expected to reimburse the difference.

You must provide your relevant authorising officer with notice of intention to take leave. This must be at least twice as many days in advance of the earliest date as the number of days to be taken off. Leave will only be approved in accordance with the needs of the service. Management can require the employee to vary the request for leave, where it is reasonable to do so, but giving notice which must be at least the number of days in advance of the earliest date as the days which are to be taken off.

These notice provisions may be varied by the manager in exceptional circumstances and the reason documented on the leave card issued.

Under the Working Time regulations there is a statutory entitlement to 5.6 weeks paid leave in one leave year (including Bank and Public Holidays). Statutory leave may only be taken in respect of the year in which it is due.

All annual leave must be taken in the normal leave year (i.e. 1 April to 31 March). In exceptional circumstances Chief Officers, in accordance with Section 43 Paragraph 3(1) of Local Conditions of Service, may authorise carry over of contractual leave (i.e. in excess of the statutory entitlement) over from one leave year to the first three months of the next, providing this carry over does not exceed 5 days.

#### **(b) Bank/Public Holidays**

Employees shall, irrespective of length of service, be entitled to a holiday with a normal day's pay (in the case of a part-time worker pro-rata to that of a full-time employee) for each of the statutory, general and public holidays as they occur.

Bank/Public Holidays are fixed dates on the calendar, they do not occur at even intervals throughout the year. It is not possible therefore, at the beginning of a leave year to specify a number of days entitlement to Bank/Public Holiday leave for a part year. The entitlement arises as the Bank/Public Holiday occurs. The

exception to this is for part time employees, where the pro-rata Bank/Public Holiday entitlement is calculated in hours at the beginning of the leave year.

The above arrangements apply unless payment for Bank/Public Holidays is included in an enhanced or all-inclusive rate of pay to compensate for Bank/Public Holiday Working.

**(c) Extra-Statutory Days**

The two extra-statutory days leave are included in the annual leave entitlement at 8 (a), unless alternative arrangements are made. If applicable, these alternative arrangements are as indicated below:

.....  
.....

**9. PAYMENTS FOR LEAVE**

You will be paid at your full basic pay for all holidays, including public holidays, referred to above, taken within the holiday allowance limits and other conditions specified therein being complied with. Where applicable, contractual overtime and other regular payments for working arrangements other than normal office hours made under your Contract of Employment may also be made.

**10. REQUIREMENT TO WORK ABROAD**

This requirement does not relate to your post.

**11. POLITICAL RESTRICTION**

Your post is politically restricted.

Note: The information contained in this Statement is applicable as at ..... (this being no more than seven days before the Statement is issued).

**12. 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 Joint Negotiating Committee for Chief Officers of Local Authorities or this Statement of Particulars. Such agreements are set out in the Scheme of Conditions of Service. National collective agreements may also be supplemented by local collective agreements reached with trade unions recognised by the Council, such agreements will be incorporated into the Local Conditions of Service.

The above documents are available for reference from the Council's Human Resources Section.

The National Conditions of Service referred to currently include such issues as:

- 1 Conditions of Service and Notice periods
- Equalities
- Official Conduct
- Training and Development
- Health, Safety and Welfare
- Sickness and Other Absences
- Maternity Provisions
- Pay and Grading
- Working time arrangements
- Annual and Special leave
- Trade Union Facilities
- Conditions for Part-time and Temporary Employees
- Reimbursement or Car Subsistence Expenditure

The Local Conditions of Service contain terms and conditions which supplement the above and in many cases are preferential to the provisions contained therein. They also contain full details of those matters referred to later on in this Statement. Additional issues include:

- Procedures concerning Appointment and Promotion
- Disciplinary Rules and Procedure
- Individual Grievance Procedure
- Facilities for Special Leave
- Career Progression Scheme
- Facilities for Car Users
- Facilities for Trade Union Activities and Public Duties
- Employee Performance Improvement Procedure
- Consultation Procedures
- Health and Safety, Policy and Procedures
- Attendance Management Procedures
- Redeployment/Redundancy Policy
- Personal Accident Insurance
- Working Time Policy

The above lists are not exhaustive and in having regard to your terms and conditions of employment, therefore, all documents referred to above should be inspected in addition to this Statement of Particulars.

Further details of the above are available on the Council's Intranet.

The Council undertakes to ensure that future changes in relation to the above will be entered in the documents referred to or otherwise recorded for you to refer to within one month of the change.

### **13. ATTENDANCE MANAGEMENT PROCEDURE**

The Council has adopted a Policy on attendance management and the procedures to be followed in dealing with attendance.

You should ensure that you are familiar with the Policy and procedures, in particular, the responsibility for sickness notification. Guidance on this and on your terms and conditions relating to your sick pay provision, may be sought from the documents referred to in Paragraph 12 above.

#### **14. NOTICE PERIODS**

The Statutory minimum periods of notice to which you are entitled are:

<u>Periods of Continuous Employment</u>	<u>Minimum Notice</u>
Four weeks or more, but less than two years	One week
Two years or more, but less than 12 years	One week for each year
Twelve years or more	Not less than 12 weeks

The Statutory periods mentioned above may be supplemented by the provisions mentioned in the documents referred to in Paragraph 12. In certain cases, the National and Local Conditions of Service exceed the provisions of Statute but in all cases, employees will receive the most favorable conditions relating to periods of notice (i.e. the greater period).

The minimum period of notice to terminate employment to be given by an employee is the ordinary period from one pay period to the next. However, as above in most cases, the period of notice required from you under the Local Conditions of Employment will exceed this statutory minimum, and for Chief Officers the required notice period is 3 months.

#### **15. PENSION**

Your letter of appointment will outline your position in respect of membership of the Local Government Pension Scheme, administered by the Merseyside Pension Fund.

##### **Notes:**

(i) The Council will permit pension transfers into the scheme for up to one year from an employee joining St. Helens Borough Council as a pension scheme member. After this one-year period late transfers will not be considered

#### **16. DISCIPLINARY RULES/PROCEDURE**

Disciplinary rules are necessary to set standards of conduct which are recognised as reasonable by the Council, the recognised trade unions and individual employees.

The Council, as a public body, must demonstrate the highest of standards in the way its employees behave, towards clients and the Council itself.

Knowing and observing the rules and being aware of the consequences of contravening those rules assist employees in attaining standards of conduct and behaviour which reflect the aspirations of the Council as an employer.

The disciplinary rules are not intended to cover all the possible incidents which may arise. The omission of a particular type of conduct from the rules does not mean that disciplinary action is thereby excluded; the rules give examples only and any breach of normal good conduct or standards of work may be subject to disciplinary action.

It is important that these rules are read in conjunction with Standing Orders, Financial Procedures, Financial Instructions, the Code of Conduct, Health and Safety Policy, Computer Security Guidelines, Internet and E-Mail policy, the General Social Care Council Codes of Practice for Social Care workers and Employers, or any other regulation or procedure which applies to you as an individual employee. This includes rules and standards set by professional bodies or institutions which govern the conduct of their members.

These rules apply to all employees including employees of Governing Bodies who adopt them. The rules fall into two categories, examples of gross misconduct which is so serious that a single occurrence could result in summary dismissal or misconduct for which repeated incidents, either related or unrelated, could result in dismissal following adequate warning.

#### 1. Gross Misconduct

- (a) Unauthorised removal, theft or use of Council, clients or fellow employees property or money.
- (b) Sexual misconduct whilst working or on Council property or with any person in or under the Council's care.
- (c) Racial, sexual or other serious harassment or bullying and threats to fellow employees or clients either physical, verbal or written.
- (d) Consuming alcohol or proscribed drugs, or being on licensed premises during working hours; or reporting for work in an unfit state due to alcohol or proscribed drugs.
- (e) Wilful assaults on or fighting with fellow employees, clients or members of the public during working hours.
- (f) Conduct outside of work which could result in a loss of trust in an individual as an employee, or a conviction which renders it unlawful for you to carry out your duties.
- (g) Serious and/or persistent abuse of the sickness scheme.
- (h) Serious and/or persistent misuse of computer facilities, including e-mail and internet facilities.



- (i) Bringing the Council into serious disrepute.
- (j) Intentional abuse or unauthorised destruction of Council or other property.
- (k) Wilful disregard or breach of the Health and Safety Regulations or Code of Safe Working Practices.
- (l) Falsifying application for employment, medical record, work record or qualification requirement.
- (m) A serious act of insubordination or deliberate refusal to carry out a reasonable, lawful instruction.
- (n) Serious negligence which causes or might cause unacceptable loss, damage or injury.

2. Misconduct

- (a) Unsatisfactory time keeping.
- (b) Absence without permission.
- (c) Unsatisfactory standards of work not related to capability.
- (d) Failure to follow recognised procedures, e.g. holiday and sickness notification.
- (e) Rudeness or incivility to clients, members of the public or fellow employees.

Disciplinary Procedure

In order to provide a fair and effective method of dealing with disciplinary matters the Council's Disciplinary procedure will be applied in all instances where disciplinary action is regarded as warranted, other than where an informal reprimand is given for a relatively minor act of misconduct and provided that you qualify for rights under the procedure you have a right of appeal against any formal disciplinary action taken against you.

The procedure includes guidance on:

- (1) the scope of the procedure
- (2) suspensions from duty
- (3) the investigation process
- (4) disciplinary hearings and the right to representation
- (5) types of disciplinary action

(6) the mechanism of appeal.

Full details of the Council's Disciplinary procedures is included in the documents referred to under Paragraph 12 of this Statement, and is supplemented by guidance in the Officer Employment Procedure Rules.

## **17. INDIVIDUAL GRIEVANCE PROCEDURE**

This procedure should be used by an individual employee where he/she feels aggrieved about any matter relating to employment.

The procedure is open to all employees other than:

Teachers in Schools and employees of Governing Bodies in Schools and those excluded by reason of:

- (a) failure to comply with the relevant time limits in the procedure, unless by agreement a particular time limit has been waived;
- (b) an attempt within two years of the completion of the Grievance Procedure to restart the procedure in respect of the same or similar grievance unless any action agreed by the management to redress the original grievance has not been implemented;
- (c) the employee concerned is subject to other procedures of the Council where there is an in built appeal mechanism in that procedure;
- (d) a matter over which the Council has no control;
- (e) any matter which affects a change to National or Local Conditions;  
and
- (f) any matter which affects other employees of the Council or which is classed as a "point of principle".

### **The Procedure**

Where an employee feels aggrieved about any matter relating to his/her employment then the matter should be discussed in the first instance with the employee's immediate manager or supervisor.

If the matter remains unresolved then the employee must inform the manager or supervisor in writing within five working days of the initial discussion, that he/she is dissatisfied with the result of the discussion and that a further meeting is requested. The matter must be notified to the Personnel Officer at this stage by the Manager.

The meeting should be arranged within ten working days of the request being received and following the meeting a written decision on the outcome should be

delivered to the employee (copy to representative) within ten working days of the meeting.

At this meeting the employee may be accompanied by a representative of a recognised trade union or a Council employee of his/her choice.

Should the employee remain dissatisfied with the decision then he/she should inform the Chief Officer, in writing, of the grievance, this must be done within ten working days of the receipt of the original decision.

The Chief Officer, or nominated officer, will hear the grievance within ten working days of receipt of the notification.

The Chief Officer, or nominated officer, may be accompanied by an officer appropriate to the circumstances of the grievance; the employee may be accompanied by a trade union representative or Council employee of his/her choice.

Again the written decision of the outcome of the meeting should be delivered to the employee (copy to representative) within ten working days of the meeting.

If the matter remains unresolved to the satisfaction of the employee, then he/she should write to the Chief Executive requesting that the grievance be heard by the Personnel Appeals Panel, the request must be made within ten working days of receipt of the Chief Officer's decision.

The Personnel Appeals Panel will follow its normal procedure and will give a decision on the matter.

The Individual Grievance Procedure will end at this level.

Full details of the procedure to be followed during Grievance hearings are contained in the documents referred to in Paragraph 12.

**N.B.** Chief Officers are not exempt from this locally agreed procedure. However, if a grievance is pursued, this would be initially with the Chief Executive, with recourse of appeal to the Personnel Appeals Panel.

## **18. RIGHTS OF PREGNANT EMPLOYEES**

The Occupational Maternity Scheme shall apply to all pregnant employees regardless of the number of hours worked per week.

All women have entitlement to 26 weeks Ordinary Maternity Leave.

Women with 26 weeks service by the end of the 15th week before the EWC have entitlement to a further 26 weeks of Additional Maternity Leave.

Entitlement to SMP is 26 weeks, 6 weeks at 9/10ths pay followed by 20 weeks at the basic rate.

For those employees who have completed 1 years continuous local government service at the beginning of the 11th week before the EWC, and are returning to work, there is an entitlement to 12 weeks at half pay, provided that when combined with the SMP, the two do not exceed full pay

The employee has a subsequent right to return to the job in which she was employed, or a job of a similar nature, grade and status. The period and basis for the calculation of the maternity payment is laid down by statute as supplemented by the national and Local Conditions of Service.

You are advised to ask your supervisor for details of the Council's requirements in relation to Maternity Leave well in advance of commencing your leave period and at least fourteen weeks before your expected week of child birth.

New and expectant mothers are entitled under the Management of Health and Safety at Work (Amendment) Regulations 1994 to have an assessment carried out on their workstation and work activities in order to determine risk and, if established, arrangements made for that risk to be avoided.

Employees who become pregnant, have given birth within the previous six months or who are breast feeding should inform their manager, in writing, of their particular circumstances to enable the Council to provide a safe working environment.

Details of the Occupational Maternity Scheme, Paternity and Adoption Leave are contained in the documents referred to in paragraph 12 of this Statement. Explanation of the scheme should be sought from your Departmental Personnel Unit

## **19. CODE OF CONDUCT FOR OFFICERS OF THE COUNCIL**

The Code of Conduct is detailed in the Council's Local Conditions of Service and is intended to guide you in dealing with situations which could put at risk your integrity as an Officer and the public trust in the service.

You should ensure that you fully understand the rules of conduct which the Law, your Conditions of Service, Standing Orders, your Professional Code of Ethics and the Council's Code of Conduct require you to follow.

It is your **personal responsibility** to apply these requirements on every relevant occasion and if you are unclear, advice should be sought from your manager and/or the Chief Executive's Corporate Personnel Unit before you involve yourself in any situation.

## **20. DUAL EMPLOYMENT**

Because of the level of post, you will be expected to devote your whole time to the Council and be expected to carry out duties outside the 'normal' working hours of the Council.

## **21. RETIREMENT**

The employment Equality (Age) Regulations make it unlawful for employers to discriminate against employees, trainees or jobseekers because of their age. Employers are required to set a policy on retirement age, and the Regulations give all employees the right to request to work beyond the age set. In light of this the Council has decided not to set a default retirement age.

This means that the Council will no longer be able to force an employee to retire on their 65th birthday and the employee will not need to request to work beyond this date. It will be a matter of individual choice as to when an employee 'retires', and they will simply need to inform the council, in writing, in accordance with their existing notice requirements.

This does not affect the conditions relating to accessing pension benefits under the Local government or Teachers' Schemes. For example, if an employee was to choose to retire on their 65th birthday, they will have the same rights to access benefits as when the compulsory retirement age was in place.

## **22. SMOKING POLICY**

St. Helens Borough Council is committed to providing a smoke-free environment and does not allow smoking in any of its premises or vehicles. It is a condition of service that you comply with the Policy.

## **23. HEALTH AND SAFETY POLICY**

### General Statement of Intent

St. Helens Borough Council is committed to providing a safe and healthy working environment for all its employees. So far as is reasonably practicable, systems and procedures will be implemented to ensure that all equipment, plant, substances and premises are safe and free from adverse affects to health. It is a key objective of the policy to ensure that employees, the public and others affected by our activities are exposed to the lowest practicable level of risk.

As a minimum, St. Helens Borough Council will take all necessary steps to comply with health and safety legislation, Approved Codes of Practice, HSE Guidance Notes and relevant British or European Standards.

St. Helens Borough Council recognises the key role of employees in establishing and maintaining safe and healthy working procedures and conditions. All employees are required to avoid any actions which may adversely affect the health, safety and welfare of themselves, their

colleagues and others. The policy will be brought to the attention of all employees.

The policy has been fully endorsed by the Council's Senior Management Team and will be implemented by management throughout all departments of the Council. The Safety and Risk Manager will play a lead role in ensuring that the Senior Management Team is kept informed of current and future legislation and that management systems are in place to ensure effective communication, information and training in health and safety matters.

The policy requires that all St. Helens Borough Council activities, in each case, meet the health and safety requirements of a relevant external standard. It is anticipated that in most cases the defined standard will be provided directly by legislation or an Approved Code of Practice, Guidance Note or British/European Standard.

We will continue to review our health and safety policy, as circumstances change, to ensure its continuing relevance to the structure and needs of St. Helens Borough Council.

**This statement of Health and Safety Policy is supplemented by a Departmental Safety Policy and/or by codes of safe working practice.**

## **23. COMPREHENSIVE EQUALITY POLICY**

The policy covers the areas of age, disability, gender, race, religion, faith and belief and sexuality.

The policy has three objectives:

- Eliminate unlawful discrimination
- Promote equality of opportunity
- Promote good relations between people in a diverse community

Full details of the policy are included in the documents referred to in Paragraph 12, and the Equalities Webpage [www.sthelens.gov.uk/yourcommunity/EqualitiesWebPage.nsf](http://www.sthelens.gov.uk/yourcommunity/EqualitiesWebPage.nsf)

## **24. RACE EQUALITY SCHEME STATEMENT**

St. Helens Borough Council will promote Race Equality for its staff and service users and is committed to meeting all its responsibilities under the Race Relations Act 1976 and Race Relations (Amendment) Act 2000. In seeking to achieve this commitment, St. Helens Borough Council will tackle racial discrimination in the workplace, in service provision to customers and in the policies and practices of the Council.

The Council will focus its commitment through employment procedures for recruitment and selection, disciplinary matters, job evaluation, training and staff development. The Council is also keen to prioritise service provision to all customers through fair and equal access to quality services, free of discrimination and racism.

The Race Equality Scheme is part of the Council's Comprehensive Equality Policy referred to above.