

## **Part 2**

### **General Terms and Conditions of Employment**

#### **1. General**

Your terms and conditions of employment are covered by << the National Joint Council for Local Government Services known as “Green Book” OR the National Joint Council for Local Government Services, otherwise known as the ‘Green Book’ OR the Soulbury Committee, otherwise known as the ‘Blue Book’>> as well as a variety of existing collective agreements negotiated and agreed at local level with the recognised trade union for your employment.

Your appointment is subject to:

- (1) Pay and conditions of service in accordance with agreements made under the <<the National Joint Council for Local Government Services’ OR the Soulbury Committee>>
- (2) The regulations of Oxfordshire County Council and any supplementary local collective agreements negotiated by Oxfordshire County Council with the recognised trade union for your employment.

As a condition of your employment you are subject to and required to conform to all relevant Oxfordshire County Council policies and procedures. These are available on the council’s intranet or through your line manager. You should be aware that policies are regularly reviewed and updated.

From time to time variations in your conditions of service may result from negotiations and agreements at local levels with the recognised trade union for your employment and these will be incorporated into your conditions of employment.

Oxfordshire County Council undertakes to ensure that any future changes in these terms of employment will be entered in these documents or otherwise recorded for you to refer to within 28 days of the change. Copies of relevant documents are available for viewing on the council’s Intranet.

Schools’ Policies: <http://schools.oxfordshire.gov.uk/cms/node/350>

Non-Schools’ Policies: <https://intranet.oxfordshire.gov.uk/cms/content/hr-policies> or contact your manager.

#### **2. Right to Work**

If you have been granted temporary rights to work in the UK, continued employment with Oxfordshire County Council will be subject to you gaining an extension or being granted additional rights to work in the UK.

#### **3. Confidentiality and Data Security**

During and after employment with Oxfordshire County Council, you must maintain confidentiality and security of any information you come into contact with during the course of your work. You are required to comply with the Council’s Confidentiality Statement.

**You must ensure compliance with the requirements of the Corporate Data Protection Policy and Data Protection Manual. You have a duty to ensure that sensitive information, particularly if it is personal data, is handled in accordance with the latest guidance, is kept secure at all times, particularly if taken outside of a Council site, and that is only shared where it is appropriate to do so.**

#### **4. Duties**

The duties and responsibilities for your post and its reporting relationships will be as set out in the job description which does not form part of the contract. Accordingly, the duties of your post may change from time to time following consultation with you in advance of any such changes in accordance with the needs of the Service/School.

In addition to the specific responsibilities of their role, managers in Oxfordshire County Council are required to ensure that employees comply with, and actively promote appropriate legislation, council policies, the council constitution and other requirements of the council.

Accountabilities and responsibilities for all employees where applicable include:

- Engaging Service and Resource Planning and financial management processes
- Compliance with and promotion of governance policies; equalities and diversity policies and strategies;
- Ensuring compliance with and actively promoting Health and Safety at work legislation and policies
- Compliance with any professional standards of conduct where applicable
- Compliance with the council's Code of Conduct, which includes ensuring you are never influenced by personal gain, you do not give anyone reason to question your motives, and declare any conflict of interests

#### **5. Probation and Induction requirements**

If you are a new entrant to local government or you have previously worked for local government but have had a break in service, you will be subject to a probationary period of 6 months (unless you are a newly qualified social worker, in which case your employment and incremental progression will be subject to passing the council's Assessed & Supported Year in Employment). During this period, or within any extension to probation, termination of the contract of employment will be subject to 1 months' notice regardless of the grade of the post. Thereafter, the notice period relevant to the grade of the post shall apply.

If you are an existing employee who has transferred to a new role or you have recognised continuous service, you shall be subject to an initial review period of 6 months during which appropriate action should be taken to support you to settle into your new role including induction and performance review actions as required.

## **6. Career Grading**

If your role is subject to career grade progression, i.e. the role spans more than one grade, you will be required to demonstrate levels of professional development, practice standards, knowledge or ability before you can progress from one grade to the next.

## **7. Pension**

If you have a contract of employment for 3 months or more you will be brought into the Local Government Pension Scheme automatically from the first day of employment unless you elect not to become a member. If you have a contract of fewer than 3 months, you will have the option to join. Further details about your choices can be found in the 'Brief Guide', located on the Oxfordshire County Council website.

You will not be permitted to complete and return an opt-out form until you commence employment. A refund can only be paid if your total LGPS membership is under 2 years.

If you opt out of the scheme and meet certain criteria you are required to be re-enrolled periodically under our legal requirements for Automatic Enrolment.

Contributions rates can be found on the LGPS website and are subject to variation. Contribution rates are based on your actual annual pay plus any pensionable allowances made in the previous 12 months and are assessed each pay period in accordance with the Council's Pensions and Retirement Policy.

You should note that there is a time limit of one year from joining the LGPS in which to transfer previous suitable pension service from another scheme.

To find out more about the benefits of the Local Government Pension Scheme, or to look at more detailed information about options or a general guide to the scheme, go to <https://www.lgpsmember.org/>

## **8. Medical requirements**

You must be fit to perform your duties and appointments are subject to satisfactory health clearance. The council may at any time require officers who are unable to perform their duties because of illness to submit to an examination by a medical practitioner nominated by the council which will normally be the County's Occupational Health team.

## **9. Safeguarding requirements**

All employees have a responsibility to safeguard children and vulnerable adults and therefore to be familiar with the safeguarding procedures which are available to view within the workplace.

Certain posts are subject to a satisfactory DBS check and the council may recheck criminal record status in accordance with its policy.

The provision of incorrect or incomplete information may lead to the withdrawal of the offer of employment and the appointment is conditional on a satisfactory DBS certificate as deemed by Oxfordshire County Council. If you have a question over this please contact your appointing officer.

**You are required to inform your line manager if you are the subject of any police investigations whilst you are an employee of the council. Any issues which arise from these investigations relating to your employment will be dealt with under the council's agreed policies and procedures.**

**Where the council becomes aware that an employee working within a post that requires a DBS certificate has failed to disclose offences or has acted in a way which endangers or abuses children, young people or vulnerable adults, this will normally lead to summary dismissal in accordance with the council's procedures.**

**10. Working hours and annual leave**

Your working hours are shown in Part 1 of this contract.

Hours: Standard full-time working hours are 37 per week and anything less is regarded as part-time. The arrangement of working hours is by agreement with your line manager or Headteacher in consideration of the operational needs of the Service or School. This may include weekend and evening work.

Annual Leave: The leave year runs from 1 April to 31 March and entitlement is shown in the table below. For those working part-time the entitlement will be pro rata based on the hours and days worked.

	<b>Below five years' continuous service</b>	<b>over five and less than 10 years' continuous service</b>	<b>over 10 years' continuous service</b>
Salary up to and including Grade 6	24	29	30
Grade 7-8	27	29	30
Grade 9+	29	29	32

<<OR>>

	<b>Below five years' continuous service</b>	<b>over five and less than 10 years' continuous service</b>	<b>over 10 years' continuous service</b>
Soulbury	29	29	32

Holidays will be taken by mutual agreement other than in services where the agreement already provides that holidays are taken during particular periods or where services are

closed. Annual leave entitlement which has not been taken by the end of the leave year will only be carried over in exceptional circumstances and with prior management approval.

If you are leaving the service of the authority before the end of the holiday year, you shall be required to make the appropriate refund in respect of any holidays taken beyond the number of days earned pro rata during the holiday year. Any holiday outstanding will normally be taken but may be paid by mutual agreement. New entrants to the service shall be entitled to annual leave proportionate to the completed length of service during the leave year of entry, and thereafter on the normal scale.

If you are employed on a term-time basis, your leave entitlement is included within your pay and so there is no actual leave to take. Your statutory entitlement to annual leave will coincide with periods of school closure and is therefore considered to be taken during that time with no entitlement to take leave during term time.

In special circumstances unpaid leave and emergency leave may be granted in accordance with council's policy.

### **11. Overtime**

Overtime must be approved in advance and is additional to the standard 37 hour working week. Part-time staff cannot be paid at overtime rates until 37 hours have been worked in the week.

Overtime shall be aggregated over the week and normal overtime rates of payment are as follows: Monday – Saturday (inclusive): time-and-a-half, Sunday: double-time. There are certain exceptions to this for some services.

### **12. Sickness regulations**

The twelve-month period immediately preceding the first day of sickness absence is used for the purposes of calculating sick pay. Entitlement to sick pay is as follows:

During 1<sup>st</sup> year of service: 1 months' full pay and then after completing 4 calendar months' service before the start of the period of absence, half pay for 2 months.

During 2<sup>nd</sup> year of service: 2 months' full pay and half pay for 2 months.

During 3<sup>rd</sup> year of service: 4 months' full pay and half pay for 4 months.

During 4<sup>th</sup> and 5<sup>th</sup> years of service: 5 months' full pay and half pay for 5 months.

After 5<sup>th</sup> year of service: 6 months' full pay and half pay for 6 months.

You are required to report to the Service/School all absences in accordance with the Service/School policy. A Doctor's medical certificate will be required if the absence continues for more than 7 calendar days.

Failure to follow procedures, abuse of the sickness leave system or unacceptable levels of absences may result in formal action being taken against you under the capability or disciplinary procedures.

### **13. Accidents – ‘On duty’**

The council has a personal accident scheme which covers employees who are incapacitated as a result of an injury from an accident whilst on duty, or a physical assault arising from their employment with the council.

### **14. Accident – ‘Third Party Claim’**

If you are absent as a result of an accident, you are not entitled to be paid for sick leave if damages are recoverable from a third party. Oxfordshire County Council may, however, advance a sum equal to the sickness pay payable under the scheme subject to the employee undertaking to refund the total amount of such allowance in the event of a successful claim for damages. In the event of only part settlement of a claim the council will decide the amount to be refunded.

### **15. Maternity, Paternity, Shared Parental and Adoption Leave**

All staff are eligible for unpaid leave and you may be eligible for paid maternity, paternity, shared parental and adoption leave provided you have the relevant continuous service in accordance with the council's policy.

### **11. Parental Leave**

All employees with at least one year's continuous local government service who have responsibility for a child aged under five are entitled to 18 weeks unpaid parental leave for each child. Up to four weeks parental leave can be taken in any one year.

### **16. Grievance procedure**

If you have a grievance relating to your employment you have a right to raise it with your manager or raise it formally in line with the council's policy and procedure. These are subject to variation and do not form part of your contract of employment.

### **17. Disciplinary and Capability procedures**

Disciplinary and performance matters will be dealt with in line with the council's policies and procedures which are subject to variation and do not form part of your contract of employment.

### **18. Notice of Termination of Employment**

The minimum period of notice to which you are entitled is shown in the table below according to your grade or that given by statute, whichever is the longer.

See above for arrangements for probationary employees who are subject to 1 months' notice regardless of the grade of the post.

The minimum period of notice of termination of your employment which you are required to give is not less than the period specified below and is related to the grade of your post as follows:

Grade	Notice
Up to Grade 8	1 calendar month
Grade 9 - 13	2 calendar months
Grade 14 and above	3 calendar months

<<OR>>

Salary Scale	Point Range	Notice
Educational Advisers	1 – 10	2 calendar months
Assistant and Trainee	11 and above	3 calendar months
Educational Psychologists	All Points	2 calendar months
Educational Psychologists	1 – 5	2 calendar months

6 and above 3 calendar months

Senior and Principal

All Points 3 calendar months

Educational Psychologists

### 19. Council Property/Equipment/Rent/Annual Leave or Money Owed

Any files/documents (electronic and paper), and other property belonging to the council or School must be kept securely and returned to your manager on or before your last working day. You will be required to reimburse the council or school for the replacement cost of any equipment which you are unable to return. In addition, you agree that any money owed by you to the council or school for rent, excess annual leave taken, training expenses, relocation expenses or any other money owed will be recovered from your final salary or any other monies due to you.

### 20. Employment in an Aided or Foundation School

If you are employed in an Aided or Foundation School, you are an employee of the school and not Oxfordshire County Council. If you are employed in such a school, you are required to have regard to the character of the school and its foundation and ethos and to undertake not to do anything in any way contrary to the interests of the foundation.

### 21. Payment of salary

Salary is paid monthly on the last working day of the month. Salary is paid from the first day of employment up to the last day of employment, Sunday normally being regarded as the end of the week for pay purposes.

If you are employed on a term-time basis, you will be paid from the start of term when you start on the first required actual day of term and will be paid up to the notional end of term where you continue up to the last working day of the school term. However, if you are appointed to a fixed term or temporary post where the reason is for covering a colleague's absence e.g. such as maternity leave, you may have your contract ended on the day before the colleague's return to work with a month's notice being given.

Calculation of monthly salary is based on one-twelfth of the annual salary. Where employees start or leave part way through a month, that month's salary is calculated by dividing the monthly salary by the number of calendar days eligible for that month, e.g. someone who starts on 10th March will receive 22/31 of monthly pay.

## **22. Overpayment of Salary**

In the event of an overpayment of salary, recovery of the overpayment will be made in accordance with the council's Procedure for the Recovery of Overpaid Salary. In accepting your contract of employment, you are deemed to agree to a recovery of overpaid salary in accordance with the procedure.

Where it is clear that an overpayment has been made, you must contact your line manager or submit a query through the IBC immediately to notify them. Failure to do so could result in disciplinary procedures.

## **23. Variable hours contracts**

If you are employed in a school, your contract may be subject to variation by the school for up to a third of your hours with one calendar months' notice. A reduction of up to one third of your hours may be implemented within the terms of this contract, subject to the hours not reducing below two thirds of your original contract. If you agree to a reduction below these protected hours at the request of the school then the new protected hours will be the reduced hours worked.

If you choose to voluntarily reduce your hours then the protected hours will reduce accordingly to those applicable to two thirds of the reduced hours. Further information is available from the school. (This clause does not apply to school administrators).

## **24. Travel**

All employees are responsible for travel to work including any expenses incurred for parking if they use a car. If you are an authorised car user and go out on council business and subsequently incur parking costs, they will be reimbursed. If you use your car for business purposes, it is your responsibility to make certain your motor insurance provides adequate cover for business use.

## **25. Residential accommodation**

If your post requires you to live in accommodation provided, it is a requirement of your employment that you occupy it for the better performance of your duties. You will be required to enter into the council's standard form of Service Tenancy Agreement which will be forwarded to you in due course by Legal Services. For the avoidance of doubt, I must confirm that you will occupy the property as a licensee, this accommodation is only made available to you whilst you occupy this post, and you will be required to vacate when your employment ends even if you take up another post with Oxfordshire County Council; the same condition applies if you are still in post on reaching retirement age in that you will be required to vacate the accommodation. You will have no right to remain in the accommodation beyond the end of your employment and will not enjoy any security of tenure.



Please note that Oxfordshire County Council is obliged to carry out a DBS check of all persons over the age of 16 living in staff accommodation on regulated premises, such as a school site, as part of our policy for safeguarding children. You must therefore inform the School of any adults residing at this property with you so that the checks can be made and it is a requirement that the checks are satisfactory.

I must also point out that Oxfordshire County Council has no duty to re-house you on retirement. You will need to give as much notice as possible of your retirement to allow enough time for you to find alternative accommodation.

## **26. Market and Recruitment/Retention Supplements**

If you are paid one of these allowances, you will be paid monthly in arrears with your salary. Supplements are temporary payments and subject to review. Appropriate notice will be given where a supplement is to decrease or be withdrawn.

## **23. Registration with professional bodies**

If registration to a professional body is an essential requirement for your post, such as HCPC, failure to maintain registration may result in the termination of this contract.

## **27. Data Protection**

All personal information held by the council's HR service is collected, processed and stored in accordance with the Data Protection Act 2018. In accordance with these Data Protection regulations, the council's legal basis for the collecting, processing and storing your personal information is the management of a contract – that is, this contract with you as the employee of the council.

When your employment at the council ends, your personnel file will be retained for 25 years in accordance with the retention schedule and then will be deleted. Details of the retention schedule can be found using the following link:

<https://intranet.oxfordshire.gov.uk/cms/content/records-management>

Oxfordshire County Council has a duty to protect the public funds it administers and may use the information you provide for the prevention and detection of fraud within this authority. This includes sharing your information with government departments and organisations. The council may also share information with its external auditors.

## **28. Political Restriction**

If your post is politically restricted under the Local Government and Housing Act 1989, this places restrictions on the political activities you can undertake. Further information can be found on the council's intranet.

You are not eligible to stand for office as a member of Oxfordshire County Council but may participate in District, Borough, Unitary or Parish Council activities, provided that any resulting conflict of interest is declared.

### **29. Place of Work**

All staff may be required to work from a different base or in a different location at some point in the future in line with any Council or school needs. Such changes will be made after proper consultation and shall be deemed to be reasonable after taking into account any personal requirements.

### **30. Queries**

If you have any questions about the detail of this appointment, you should consult either the person who conducted your interview or your line manager or your Headteacher.

### **31. Membership of a Trade Union**

This authority, as your employer, supports the system of collective bargaining in every way and believes in the principle of solving industrial relations problems by discussion and agreement. For practical purposes, this can only be conducted by representatives of the employers and the employees. If collective bargaining of this kind is to continue and improve for the benefits of both, it is essential that the employees' organisations should be fully representative. Oxfordshire County Council is associated with other local authorities represented on national and provincial councils dealing with local authorities' services. Similarly, you are entitled to be in membership of a trade union representing you on the appropriate negotiating body and to take part in its lawful activities.

### **32. Secondary Employment**

If you already have, or wish to take up other employment in addition to this appointment you must inform your line manager. This is so that we can meet our obligations under the Working Time Regulations 1998 and take account of your health and safety. Employees should not work more than 48 hours per week, normally averaged over 17 weeks.

### **33. Statement of Particulars**

This document and associated links constitute the statement of written particulars required by the Employment Rights Act 1996.

January 2019

Director of Human Resources