

Staff Handbook



Staff Handbook



The Crystal Mark does not cover the appendices to this document

Reigate and Banstead Borough Council

Local conditions of service

Contents

1	Introduction	1
2	Working for us.....	1
	2a Expenses for interviews	1
	2b Allowances for relocating and inconvenience	1
	2c Canvassing members of our organisation.....	1
	2d Probation	1
	2e Continuous service in local government and related employment	2
	2f Normal place of work.....	2
	2g Being medically fit to work	2
	2h Immigration status.....	2
	2i Criminal Records Bureau (CRB) checks	3
3	Working patterns	4
	3a The working week	4
	3b Flexible working.....	4
	3c Flexitime	4
	3d Annual leave and other related entitlements.....	4
	3e Annual entitlements	5
	3f Leave for staff who are employed on non-standard working patterns.....	5
	3g Carrying over leave	6
	3h Special leave.....	6
	3i Service in non-regular forces.....	6
	3j Elections.....	6
	3k Sporting events.....	7
	3l Examinations	7
	3m Trade-union conferences.....	7
	3n Parliamentary candidates	7
	3o Jury service.....	7
	3p Compulsory leave	7
	3q Paid leave for extraneous duties.....	8
	3r Unpaid leave for extraneous duties	8
	3s Exclusions from these rules	9
	3t Pay	9
	3u Procedure	9
	3v Disputed cases	9
	3w Professional organisations and societies	9
4	Pay and conditions.....	10
	4a Pay.....	10
	4b Temporarily carrying out other duties	11
	4c Standby payments.....	11
	4d Premium payments.....	11
	4e Overtime payments	12
	4f Sickness payments	13

	4g	Paying sick pay to victims of violent crimes.....	14
	4h	Conditions relating to sick pay	14
	4i	Costs for buying meals and providing hospitality	15
	4j	Mobile phones	15
	4k	Drivers' conditions.....	15
	4l	Civil emergencies	16
5		Benefits	17
	5a	Pensions.....	17
	5b	Lease cars.....	17
	5c	Bicycle and season-ticket loan.....	17
	5d	Employees who regularly need to use their cars ('essential users')	17
	5e	Casual car users.....	17
	5f	Paying fees to join professional organisations.....	17
	5g	Life assurance	18
	5h	Medical insurance	18
	5i	Childcare vouchers	18
	5j	Give as you earn.....	18
	5k	Using council vehicles out of working hours	18
6		Our main policies	20
	6a	Official conduct	20
	6b	Disciplinary procedure.....	21
	6c	Grievance procedure	21
	6d	Sickness absence	21
	6e	Fairness at work	22
	6f	Dress.....	22
	6g	Redundancy, demotions and regrading.....	22
	6h	Capability	22
	6i	Maternity conditions	23
	6j	Paternity leave and pay.....	23
7		Staff relations	24
	7a	Collective bargaining.....	24
	7b	Negotiations.....	24
	7c	Consulting and negotiating between councillors and employees.....	24
8		Health and welfare	25
	8a	Contact with infectious diseases.....	25
	8b	Medical screening	25
	8c	Health and safety and first aid.....	25
	8d	Smoking.....	25
9		General.....	26
	9a	Training and education.....	26
	9b	Paying back the cost of doctors' statements.....	26
	9c	Fidelity bond.....	26
	9d	Compensation payments if you die or are permanently disabled as a result of an assault or accident.....	26
	9e	Interpreting this document.....	26
10		Leaving our organisation.....	27
	10a	Giving notice for ending your contract of employment	27
	10b	Severance payments	27
	10c	Retirement age.....	27

LIST OF APPENDICES

(These appendices are not covered by the Crystal Mark)

A	Interview expenses
A A	Criminal Records' Bureau (CRB) policy
B	Flexible working policy
C	Special leave
D	Qualification training
E	Salary scales
F	Standby scheme
G	Sickness absence policy and procedure
H	Left intentionally blank
I	Authorised Car Users - Eligibility and Conditions (Annexe - Car Allowances)
J	Driver's policy
K	Local Government and Housing Act
L	Disciplinary policy and procedure
M	Fairness at work policy
N	Grievance procedure
O	Equalities policy
P	Redundancy policy
Q	Capability policy and procedure
R	Maternity and paternity schemes
S	Collective bargaining agreement
T	Statement of safety policy
U	Smoke free workplace policy
V	Redeployment policy

Staff Handbook

Introduction

- 1a1 This staff handbook is a guide to our policies for employees. It also contains details of some of your terms and conditions of employment with us.
- 1a2 These are the conditions of service for all staff. We may make changes to the handbook from time to time after negotiating or consulting with staff through the Local Joint Forum, as set out in paragraph 7c3.

Working for us

2a Expenses for interviews

- 2a1 If you run up any expenses while coming for a job interview with us, we may pay these expenses later, as well as any costs for subsistence (see section 4j). You must give us the receipts where appropriate. If you withdraw your application or refuse the offer of employment for reasons we do not think are justified, we will not pay your expenses. If you accept a job offer, we will not pay your expenses until you start working with us. The rates are set out in [appendix A](#), and we may revise these from time to time through the Local Joint Forum.

2b Allowances for relocating and inconvenience

- 2b1 We may, in exceptional circumstances, provide financial help if you run up expenses when taking up a job with us. You should ask for this help as early as you can.

2c Canvassing members of our organisation

- 2c1 We will disqualify you from applying for any job with us if you canvass (that is, trying to persuade someone to give you a job) any members of our organisation either directly or indirectly. We will set out this regulation in any application forms we give you. Members of our organisation must not do anything to influence how we employ you, or recommend you for a job or for promotion. However, members can give us a written reference of your ability, experience or character, with your application for employment.

2d Probation

- 2d1 When we first employ you, you will have to serve a probationary period of six months. During this period, we will assess your progress and performance.
- 2d2 During the probationary period, you or we can end your employment by giving the other one-month's notice. If we extend your probation beyond the six-month period, you or we would still need to give one month's notice.
- 2d3 If you are employed in a permanent position and you successfully complete your probationary period, your contract of employment will become permanent. Unless you or we end it earlier, it will continue until the day before your 65th birthday. We will remind you at least six months before that date. At that time we will also tell you (as we must do under the

Employment Equality (Age) Regulations 2006) that you can ask us to consider extending your employment beyond the age of 65.

2e Continuous service in local government and related employment

- 2e1 For the purposes of paragraph 10a ('Periods for ending your contract of employment'), paragraph 3d ('Annual leave and other related entitlements'), paragraph 4g ('Sickness payments') and paragraph 6j ('Paternity leave') of this handbook, previous continuous service will include service with any public authority which the Redundancy Payment Modification Order 1999 (as amended) applies to.
- 2e2 If you are made redundant by an organisation which the Redundancy Payments Modification Order applies to, and you later return to work for local government, you will be entitled to have your previous service taken into account under the conditions set out in 2e1 above, as long as the break in service is not more than two years, and no matter whether you have been in other paid employment in the meantime.
- 2e3 If you return to employment with local government following a break for maternity reasons, you will be entitled to have your previous service taken into account under the conditions set out in 2e1 above, as long as the break in service is not more than eight years and you have not been in permanent full-time paid employment in the meantime.
- 2e4 For the purposes of working out entitlement to annual leave, the eight years' time limit described in 2e3 does not apply.

2f Normal place of work

- 2f1 Your normal place of work will be set out in the schedule that is with your contract of employment or in any written amendment. We can, after consulting you or your union representative, alter your place of work to another location within the borough.
- 2f2 We will not pay you any compensation for any extra costs arising from your place of work changing.

2g Being medically fit to work

Before we appoint you, our medical adviser first has to confirm that you are medically fit to work. You will need to fill in a medical questionnaire, and you may have to have a medical examination. You may need further medical examinations before being appointed to other positions in the council. Also, if your job performance is affected over a period of time as a result of you being ill or suffering an injury, you may have to have a medical examination.

2h Immigration status

Before we appoint you, we must confirm your immigration status. (We must do this under the Immigration, Asylum & Nationality Act 2006.) To confirm that you are allowed to work in the UK, you must show us certain documents. In most cases, a British, Swiss or European Economic Area passport or national identity card can prove this. If you cannot produce one of these documents, you should contact Personnel Services. They will be able to give you details of other documents we accept.

2i Criminal Records Bureau (CRB) checks

If your job involves working with children or people aged under 18, or vulnerable adults, you will have to go through a CRB check. We may need to carry out further checks while you are employed with us. If this applies to you, it will be shown on the schedule attached to your contract. The council's CRB policy is shown at [appendix AA](#).



Working patterns

3a The working week

- 3a1 The normal working week is 36 hours. Individual patterns of work vary across our organisation depending on the different needs in individual service areas. If no pattern has been set, the standard pattern of work is Monday to Thursday 8.45am to 5pm, and Friday 8.45am to 4.45pm.
- 3a2 Your manager will set your pattern of work. Your pattern of work may change depending on the needs of your service, but your manager will consult you first.

3b Flexible working

- 3b1 Flexible working means working an alternative work pattern beyond our standard working week (paragraph 3a1) or the normal pattern of work for a particular area.
- 3b2 If you have a child aged under six (or a child who is under 18 and has a disability), you have a legal right to ask for flexible working. You will need to have worked at the council for at least 26 weeks to be eligible.
- 3b3 All employees (except directors and service managers) can apply for flexible working under our local policy, but we recognise that not all posts will be able to work in this way.
- 3b4 You can find details of our flexible-working policy in [appendix B](#).

3c Flexitime

- 3c1 Flexitime allows you to vary the times you start and finish work and take your lunch break, while still working core hours. Core hours are between 10am to 12pm and 2pm to 4pm. By varying your start and finish times, you can work around issues such as service needs, family responsibilities, medical appointments, train timetables and so on.
- 3c2 You can also build up a number of hours during each period of flexitime, which you can later take as 'flexi-leave'. You can take up to six days' flexi-leave during your annual-leave year.

3d Annual leave and other related entitlements

General conditions

- 3d1 If you are transferred to another public service but you later voluntarily return to employment with a local authority, you will be entitled to claim continuous service immediately before the transfer for the purpose of making sure you are entitled to long-service leave. If you leave employment with a local authority for maternity reasons and you later return you will also be entitled to claim previous continuous service as long as you have not been in permanent full-time paid employment in the meantime.
- 3d2 The annual-leave year begins on the first day of the month following your birthday and ends on the last day of the month which includes your birthday. If you do not use your whole entitlement, you can carry five days' leave forward to the next year (see paragraph 3g1).
- 3d3 If you transfer from one local authority to another, you may take your leave entitlement with you. If you leave local government service, you are allowed $\frac{1}{12}$ of your entitlement for each full month you work in the current leave year. If you become ill during a period of annual

leave, we may class you as being on sick leave from the date shown on your medical certificate (that is, the date you visit your GP) and will suspend any further annual leave from that date.

3d4 We class maternity leave (both paid and unpaid) as service for the purpose of working out your entitlement to leave after five years' continuous service. Maternity leave does not affect the amount of annual leave you are entitled to in the leave years which maternity leave falls in.

3d5 When you start working for us, the annual leave you are entitled to depends on how many full months are left in that leave year.

3e Annual entitlements

3e1 If you are employed to work an average 36-hour week, your annual-leave entitlement is as follows:

Directors	-	238 hours
All other grades	-	166 hours, rising to 202 hours after five years' continuous service in local government

The extra annual leave for all other grades begins on the first day of the month following your fifth year of continuous service, and will depend on the number of months you have left in your leave year.

3e2 If you work the same number of hours each day for five days (Monday to Friday), you are entitled to 23 days, rising to 28 days after five years' continuous service in local government. You are also entitled to paid leave on public holidays.

3e3 If you do not work the standard working pattern (as described in paragraph 3a1), you should refer to paragraph 3f3.

3e4 We can ask that you take one day of your leave over Christmas and the New Year. As a result, you should keep one day's leave for this purpose.

3e5 If your service starts or finishes part-way through your leave year, you will be entitled to leave based on the number of whole months you have worked.

3e6 You can only take leave in full or half days. You can book a half-day only on days where you normally work four or more hours.

- For example, if you work nine days every fortnight, to take a full day's leave you must use eight hours of your entitlement. To take half a day's leave, you must use four hours of your entitlement.

3f Leave for staff who are employed on non-standard working patterns

3f1 This section applies to you if your working pattern is different to the standard working pattern described in paragraph 3a1. This includes working part-time, job-share contracts, flexible working arrangements and rotas.

3f2 The paid leave you are entitled to depends on the hours you work, as set out in your contract. As a result, if you work part-time or have a different working pattern, you will be entitled to the same proportion of leave and bank holidays as employees who work full-time.

3f3 If you are employed on different working patterns, we work out your entitlement by using the following formulas. (The entitlements shown include public holidays.)



For staff who work the same number of hours each day

Less than five years' service	6.2 x days worked each week = entitlement (in days)
More than five years' service	7.2 x days worked each week = entitlement (in days)

6.2 weeks is 23 days + 8 public holidays) divided by 5. 7.2 weeks is 28 days + 8 public holidays divided by 5.

For staff who work different hours on different days

Less than five years' service	6.2 x hours worked each week = entitlement (in hours)
More than five years' service	7.2 x hours worked each week = entitlement (in hours)

6.2 weeks is 23 days + 8 public holidays divided by 5. 7.2 weeks is 28 days + 8 public holidays divided by 5.

3f4 If your holiday entitlement includes days for public holidays, you must take leave when a public holiday falls on a day you would normally be expected to work. If an entitlement is shown in days, it will be rounded to the nearest half-day. If an entitlement is shown in hours, it will be rounded to the nearest hour.

Examples (less than five years' service)

- Four days a week (six hours a day):
 $6.2 \times 4 = 25$ days' leave, including bank holidays.
- Five days a week (six hours a day for two days, then four hours a day for three days):
 $6.2 \times 24 = 149$ hours' leave, including bank holidays.

Allowing for a small adjustment for rounding, both employees are entitled to the same leave compared to the hours they work.

3g Carrying over leave

3g1 You can carry up to five days of your leave over into the next year. You should take this leave within the first two months of the new leave year.

3h Special leave

3h1 Directors are authorised to grant special leave in line with our scheme set out [appendix C](#).

3i Service in non-regular forces

3i1 If you are a member of the volunteer reserve forces, we can grant you two weeks' leave with pay if you go to summer camp. If we grant this leave, it will be added to your annual leave entitlement.

3j Elections

3j1 The Chief Executive is authorised to grant paid leave to employees who work as presiding officers or poll clerks, or who take on other duties connected with parliamentary, county council, district council, parish council or European Union elections.



3k Sporting events

3k1 Directors are authorised to grant up to one week’s special leave with pay in any one leave year to an employee who wants to take part in amateur sporting events at county or national level.

3l Examinations

3l1 We may grant you paid leave to allow you to sit for an appropriate examination which applies to the local-government service. Conditions we follow for granting this leave are contained in the qualification training policy in [appendix D](#).

3m Trade-union conferences

3m1 Depending on the needs of the service, directors may grant you paid leave to go to any trade-union conferences which we recognise, as long as:

- your trade union has properly nominated you as its representative;
- the total leave is not more than five working days in a row in any year; and
- no more than two of our employees go to the same conference without the Chief Executive’s agreement, and going to the conference does not affect our work in any way.

3n Parliamentary candidates

3n1 Depending on the conditions set out in paragraph 6a6, we may grant you four weeks’ special leave, without pay, if you are a candidate at the European or national parliamentary elections. We will not provide any special facilities in this case, and we will look at your position in our organisation by judging whether you are capable of continuing to carry out the tasks which are relevant to your post.

3n2 If you are elected to Parliament (national or European), you would have to resign from your post with us. In this case, you must not set any conditions for your resignation, and you will not have any right to be employed in your old post or in any other post in our organisation if you stop being a Member of Parliament and look for employment with us.

3o Jury service

3o1 If you receive a summons to serve on a jury, you must tell your director. They will grant you leave unless you manage to exempt (excuse) yourself from this duty. If you serve as a juror, you must claim the allowance for loss of earnings from the court and tell the personnel team when you have done this. We will take this amount from your next monthly pay.

3p Compulsory leave

3p1 Unless we tell you otherwise, you will need to take one day’s leave around Christmas or New Year. This discretionary day will normally fall as shown in the following table, although we may review this at any time without notice.

The day Christmas Day falls on	Discretionary day
Sunday	Friday 23 December
Monday	Friday 22 December



The day Christmas Day falls on	Discretionary day
Tuesday	Monday 24 December
Wednesday	Friday 27 December
Thursday	Wednesday 24 December
Friday	Thursday 24 December
Saturday	Friday 24 December

3p2 If you work a non-standard working pattern and you are scheduled to work on the discretionary day, we will expect you to use one day from your annual leave.

3q **Paid leave for extraneous duties**

3q1 We may grant you leave under the following rules, unless the Director and Chief Executive feel that granting this leave would affect the department's work.

3q2 We may grant you leave with full pay to allow you to carry out any extraneous duties. By extraneous duties, we mean duties you need to carry out in the following roles.

- As a Justice of the Peace.
- As a member of a local authority, or of any committee or subcommittee within that local authority, as defined by Section 40 of the Local Government Superannuation Act 1937. Section 10 of the Local Government and Housing Act says that time off with pay for employees who need to carry out their duties as a member of another local authority must not go over 208 hours a year (for part-time staff, this will depend on the number of hours they work). However, paragraph 10 does not apply if you are the chairman of a council. All this depends on the restrictions under paragraph 6a6.
- If you are appointed or nominated by a minister, local-authority association or a local authority to serve on a committee tribunal, panel or other similar body.
- As a member of a non-political organisation whose main duties include improving the standard of local-government services (but do not include improving employees' pay, status or conditions of employment).
- If you are appointed to represent a trade union or employees' association at meetings between organisations of both employers and employees (for example, joint industrial councils) set up to recommend terms and conditions of employment for employees in local government.
- If you are appointed as a member of your union's national executive and you need to go to its meetings.

Under these rules, leave must not be more than 65 hours (for part-time staff, this will depend on the number of hours you work) in any period of 12 months.

3r **Unpaid leave for extraneous duties**

3r1 The Chief Executive may grant you leave without pay to allow you to carry out any extraneous duties. By extraneous duties, we mean duties you need to carry out in the following roles:



- If you are appointed to represent employers' organisations whose duties include improving employees' pay, status and conditions of employment.
- If you are appointed as an examiner for university, physical training or similar examining boards or bodies, or as occasional lecturers on subjects relating to the local-government service. In these circumstances, you will be allowed to keep the fees you are paid for this.

3s Exclusions from these rules

3s1 The Chief Executive may grant you leave to allow you to:

- go to meetings of local-authority associations;
- serve on committees or groups appointed by local-authority associations;
- consult with officers of government departments as part of your work with local-authority associations;
- as representatives of local-authority associations, go to any meetings of bodies which the associations have a right to nominate or appoint people to; or
- go to meetings of societies of directors (we will not class this as leave within the terms of these regulations).

3t Pay

3t1 In those cases where we pay you in full during your leave, we will only pay you if you do not receive, and are not entitled to claim, your pay from any other source. If you do receive this money from another source, we will take the amount from your pay.

3u Procedure

3u1 The director or Chief Executive will deal with all applications you make in line with the rules described in 3q and 3r. They will report to the appropriate committee's next meeting if the Chief Executive feels this is necessary.

3u2 You should use the correct form to apply to your director. All permits for leave will run out at the end of your leave year in each year. If you want to renew your permit, you will need to reapply to your director on or before the new leave year begins. If we have granted a permit, you should, whenever you plan to take any leave for the purposes we have granted the permit for, give no less than three working days' notice, in writing, to the director.

3v Disputed cases

3v1 If you raise any question about how we have applied these regulations, the director will refer the matter to the Chief Executive, then to the appropriate committee if the Chief Executive feels this is necessary.

3w Professional organisations and societies

3w1 We can decide whether to grant you leave to go to annual conferences held by professional organisations and societies. (In these cases, the above rules do not apply.)



Pay and conditions

4a Pay

- 4a1 We have put in place a pay structure based on role profiles and how you make progress in your post. Role profiles describe the main responsibilities you have in your role, as well as the knowledge and behaviours you need. The current pay scales are shown in [appendix E](#) and the council's equal pay policy is shown at [appendix EE](#).
- 4a2 Your post will have been assigned a 'pay band' and a maximum progression level (MPL). (The MPL is the point in the pay band you cannot go beyond.) You will progress through the pay band as set out in paragraph 4a3 below, although the performance bars put in place will limit your progress. To progress beyond a performance bar, you will need to have the characteristics and competencies needed to move onto the next level of the pay band. Under this process, you cannot under any circumstances progress beyond your MPL. You can find full details of this process on the intranet.
- 4a3 Each year, your manager will carry out a performance appraisal based on your performance against the targets agreed in your performance agreement. Your manager may, in line with this scheme, increase your pay or award you a bonus as well as any annual pay award on the 1 April following the appraisal.
- 4a4 We pay you in 12 equal monthly instalments, direct to your bank account. We will normally pay you on the 21st of each calendar month. If you start work after the sixth day of a month, we will not pay you until the following month.
- 4a5 We review your pay once a year. Any changes will normally come into force from 1 April of that year.
- 4a6 Your pensionable pay (the pay your pension is based on) will include your salary or wages plus any other eligible allowances that apply to your contract at any given time.
- 4a7 If we need to pay you for odd days, it will be based on the annual sum divided by 260 days (or based on the number of hours you work if you work a pattern not described in paragraph 3a1).
- 4a8 We try to make sure that mistakes do not happen. You should check that your pay is correct and in line with your contract of employment. We will correct any mistake in your pay in the next available payroll after you or we discover the mistake. We will recover any single overpayment immediately. If we have paid you too much over a period of time, we will recover the overpayment at the same rate and over the same period. For example, if we overpaid you by £150 in total over a period of three months, we would recover it at the rate of £50 a month for three months.
- 4a9 If you started work with us between 1 October and the following 31 March, as long as you perform your role at the level we accept (and, where appropriate, you have completed your probation period) and you are not at a performance bar or your MPL, you will receive a pay rise of one 'increment' (one step on the pay scale) on the first of the month after you have completed six months' service. This is to make sure that you do not have to wait any longer than 12 months before you receive an increment. If you started work between 1 April and 30 September, you will get the pay rise, under the same conditions as above, on the following 1 April.

- 4a10 If you leave our organisation to take up another job within local government, we will pay you for any Saturday, Sunday and national holiday that immediately follows the last day of your work with us.
- 4a11 You will be entitled to receive and keep the personal fees you are paid from your duties as returning officer, acting returning officer, deputy returning officer or deputy acting returning officer or other election duties you carry out, depending on the appropriate pension contributions you pay.
- 4a12 We will expect you to carry out any task your manager reasonably asks you to. We can transfer you to other work if this is necessary for us to be efficient. It is a condition of your employment that, if your manager asks, you must be willing to do other work. It is also a condition of your employment that you must be prepared to carry out duties associated with, or different from, those set out in your job title if they are within your competency and role profile. If you are asked to change duties, either temporarily or permanently, the financial terms and conditions of your employment will not normally change.

4b Temporarily carrying out other duties

- 4b1 If, for any reason other than a colleague taking their annual leave, we ask you to carry out the full duties and responsibilities in a higher-graded post for a continuous period of at least four weeks, you will be entitled to receive pay in line with the grading of the post you temporarily work in. In these circumstances you will receive the minimum pay for that higher-graded post or 2.5% of your current pay, whichever is greater. Once you have worked the qualifying period of four weeks, you will receive the higher grade of pay from the first day you began carrying out the duties and responsibilities of the higher-graded post.
- 4b2 The conditions in 4b1 only apply if you carry out the full duties and responsibilities of a higher-graded post, and will not apply if these are shared between you and more than one other colleague. There are also specific conditions for one-off bonus payments, which provide incentives and rewards for specific and exceptional achievements, such as the following.
- For achieving one-off projects clearly outside the range of the job.
 - For successfully carrying out something which was exceptionally difficult, or working to a much higher level for a temporary period.
 - For working unusually long or inconvenient hours because of particular problems.
- 4b3 Any plan to make a payment for extra duties depends on the appropriate director's approval, after they have consulted the Head of Personnel and Support Services.

4c Standby payments

- 4c1 We may pay standby payments to certain authorised staff (see [appendix F](#)).

4d Premium payments

- 4d1 Working at weekends – if you work on a Saturday or Sunday as part of the normal working week, we will pay you at the normal rate.
- 4d2 If you work on a Saturday or Sunday outside the normal week, we will class it as overtime and pay you as set out in paragraph 4e4.

- 4d3 Working at night – if you work at night as part of the normal working week, we will pay you at time and a half for all hours you work between 11pm and 6am.
- 4d4 If you work at night outside the normal week, we will class it as overtime and pay you as set out in paragraph 4e4.
- 4d5 Split duty – if we ask you to work on a split-duty basis, you will receive a 10% increase on your basic salary. Split duty involves working two or more separate sessions that are at least two hours apart.
- 4d6 Starting work early – if we ask you to start work before 6.30am, you will receive a 7% increase on your basic salary.

4e Overtime payments

- 4e1 From time to time, you may have to work outside your normal working hours. We will not make unreasonable requests for you to work overtime.
- 4e2 All overtime must be approved beforehand by your line manager or head of service. You will normally either receive time off 'in lieu' (time off equal to the extra hours you worked) or pay for your overtime, as explained below.
- 4e3 We can, at any time, cancel or change conditions relating to overtime. Even if overtime becomes a regular feature of your job, we do not have to continue providing it or guarantee any payments relating to it.
- 4e4 The arrangements for paying overtime are as follows. We will pay all overtime we agree at normal rates, except in the following circumstances.
- If you have worked less than a minimum of 30 minutes' overtime on any one day, we will not pay you any extra.
 - If you work extra hours as part of a continuing shift after 11pm, we will pay you at time and a half.
 - If you work extra hours on a Saturday or Sunday and these are not part of your normal or rostered working week, we will pay you at time and a half.
 - If you work extra hours on weekdays that make up the sixth or seventh day (or both) of working in a single week (Monday to Sunday), we will pay you at time and a half.
 - For any work on a bank or public holiday, as well as your normal pay for that day we will pay you at normal rates for all hours you work, plus a minimum of four hours' time off in lieu or equal to the number of hours worked (whichever is more).
- 4e5 We will only pay you for hours you work beyond an average working week of:
- 48 hours for grades Manager 1 and 2; and
 - 42 hours for grades Manager 3 and Manager 4 (Advanced), Professional 1, Professional 2 (Advanced), Professional 2 (Advancing 1), and Technical 1 (Advanced).
- 4e6 We will work out the average working week within each four-week period of flexitime.
- 4e7 Overtime payments do not apply to directors or the Chief Executive.

4f **Sickness payments**

4f1 If you are absent from work because of illness (including an injury or other disability), you are entitled to receive an allowance in line with the following scale.

Length of time continuously working in local government	Maximum paid sick leave
Up to four months	One month's full pay
From four months to one year	One month's full pay and two months' half pay
One to two years	Two months' full pay and two months' half pay
Two to three years	Four months' full pay and four months' half pay
Four or five years	Five months' full pay and five months' half pay
More than five years	Six months' full pay and six months' half pay

We class 'one month' as equal to 26 working days and class Saturday in all cases as a working day.

4f2 We work out your entitlement on your first day of sick leave, and this takes account of all paid sick leave you took within the previous year.

4f3 If you are on sick leave, we will review your employment with us early, and well before your entitlement to paid sick leave runs out. In exceptional cases, the Director of Resources – after consulting with the portfolio holder for the service and the portfolio holder for organisational development – may extend your entitlement to sick leave.

4f4 In working out the appropriate period of benefit under the scale in paragraph 4f1, we will add together all your previous local-government or public-authority service which the pension interchange rules apply to. If you took a break of a year or more during this previous service, we will not take account of your service before that break.

4f5 The allowance we pay will not be more than the amount (if any) by which the total amount of benefits, allowances and payments referred to below falls short of full pay.

- The full amount of Statutory Sick Pay (SSP) you can receive under the Social Security and Housing Benefits Act.
- The amount of sickness benefit and invalidity benefits you can receive under the National Insurance Acts and regulations made under the acts.
- The amount (if any) you received as a treatment allowance from the Department of Social Security. We will only take the dependency element of the treatment allowance from the sickness allowance. You will be allowed to keep the personal element of your allowance.
- With half-pay periods, the allowance is an amount equal to half pay plus the Statutory Sick Pay entitlement and other benefits (such as the treatment allowance), so long as the total amount is not more than your full pay.
- We will class widows and married women who use their right to be excluded from paying full-rate National Insurance contributions as being insured in their own right for all National Insurance benefits.



- If you are a widow or married woman and you have opted out of paying full National Insurance contributions, the amount we take into account when working out an allowance under the sick-pay scheme will be equal to the total state benefit and SSP you could receive if you had paid full contributions.
- You must tell us, in writing, within three days of becoming aware of your entitlement to any of these benefits and any later changes in the circumstances which your entitlement is based on. If you fail to do this, we will work out the benefit by referring to the maximum benefits you could get.
- For the purposes of assessing sick pay, we will consider the insurance benefit you actually receive as being separate from the normal benefit you receive. You should make all necessary claims in line with the regulation and tell us, where reasonable, within seven days of receiving the actual benefits.
- If you are a widow or widowed mother, we will work out the amount of sick pay against the part of the Statutory Sick Pay or National Insurance benefit you received which is more than the amount you received from the Department of Social Security in weeks of full normal employment.
- If you are receiving sick pay, you will continue to receive this pay if there is a public holiday during your sick leave. If you have used up your entitlement to sick pay, we will not pay you (other than paying you SSP if this applies) for any public holidays which fall during this period of sick leave.

4g Paying sick pay to victims of violent crimes

4g1 If you are absent from work because of an injury you are claiming to the Criminal Injuries Compensation Board for, and you are otherwise qualified to receive sick pay in line with paragraph 4f, we will pay this sick pay without you having to pay back any part of it from the amount the Compensation Board may award you. If the Compensation Board has awarded you compensation, we will be free to fully or partly ignore the period of sick leave you have taken because of the injury in working out your future entitlement to sick pay, after considering all the relevant circumstances.

4h Conditions relating to sick pay

4h1 If you are not able to work because of an illness, you must tell us as soon as possible, in line with the attached procedure ([see appendix G](#)).

4h2 If you go into hospital or a similar institution, you must give us a doctor's statement when you go in and when you are discharged.

4h3 If you have a serious illness or injury, we will consider granting you a period of leave on full pay which is more than the period of benefit under paragraph 4f1, if it will help you recover.

4h4 We will not pay sick pay if you are absent because of an accident from taking part in sport as a profession, or if the absence arises from, or is because of, your own misconduct.

4h5 If you are absent because of an injury you get while carrying out your duty and which was not your own fault, we will not class this as being part of your sickness entitlement.



4h6 If you are absent because you have had an accident, you will not be entitled to sick pay if you will be receiving compensation for your accident. In this case, we may, after taking account of your circumstances, pay you an amount that is no more than the sick pay we provide under this scheme, as long as you pay back this full amount (or part of it) from the compensation you receive. Any period of absence you have taken but where you have paid back the sick pay we provided will not count towards your sickness entitlement. If, however, you only pay back part of the amount we paid you, we will decide how this will affect your sickness entitlement.

4h7 If you are not able to carry out your duties because of an illness you have, you may have to be examined by a medical practitioner we choose, in line with the conditions of the Access to Medical Reports Act 1988. We will pay any costs you run up in having this examination. If we and the medical practitioner have different views as to whether you are fit to work, we or you can pass the matter to an independent medical referee chosen jointly by you and us.

4h8 If we are told that you have not kept to the conditions of this scheme or have behaved in a way that would affect your recovery (for example, playing sport while off sick or refusing to take medicine prescribed by the doctor) and we are satisfied that this is true, we will stop paying you sick pay until we have decided what action we will take. Before we make this decision we will tell you what we have found and give you the opportunity to put your views across and appear, or be represented, before our appeals panel. If the panel decides that, without a reasonable excuse, you have not kept to the conditions of the scheme or you have behaved in a way that would affect your recovery, you will have no right to any sick pay for that period of absence.

4i Costs for buying meals and providing hospitality

4i1 If your duties prevent you from taking a meal at your home, office or the place where you normally eat and you run up extra costs because of this, we will pay these costs (as long as they are reasonable). If you have to work at your normal place of employment but outside your normal hours, you will be entitled to claim reasonable costs.

4i2 If you have to provide hospitality to someone else, and your director (or the Chief Executive if you are a director) agrees beforehand, we will pay all the costs you run up, as long as you give us a receipt.

4j Mobile phones

4j1 We will provide authorised employees with a mobile phone for them to use for business. The phone will continue to be our property. You will have the opportunity to subscribe separately to a private line on the same phone. All bills for this private line will be sent directly to you. If you don't want to subscribe to a private line, unless it is an emergency, you will not be allowed to make private calls on the business line. We will give you a bill for any private calls you make on that phone. Slightly different rules apply if you have to be on official standby or a call-out rota. In this case we will give you details. Please see our mobile-phone policy on the intranet.

4k Drivers' conditions

4k1 If you drive one of our vehicles (including a pool car) or your own vehicle on council business, you must hold a current, full driving licence. You must show us your driving licence on or before the date you start working for us and whenever we ask to see it after that. If you get any points on your licence, or you are banned from driving after joining the council, you must tell

your manager immediately. If you don't, we may take disciplinary action against you. See also the council's drivers' policy at [appendix J](#).

41 Civil emergencies

411 Under the Civil Contingencies Act 2004, all councils must plan for dealing with disasters. For a plan to work, we need to have the correct number of trained staff in place to carry out the various roles. So, unless we specifically agree otherwise with you, you must help with actual emergencies and take part in exercises designed to prepare for emergencies. These emergencies range from storms, floods and so on to terrorist attacks and other emergencies within the community. We will carry out a risk assessment before giving instructions to any member of staff.



Benefits

5a Pensions

5a1 Unless you let us know otherwise and you are at least 16 years old, you will automatically join the Local Government Pension Scheme. Your contribution is 6% of your gross salary (your salary before tax and National Insurance) with full tax relief. However, from 1 April 2008 your contribution rates will depend on your annual salary, as shown below.

Pensionable pay each year	Rate (%)
£0 to £12,000	5.5
More than £12,000 and up to £14,000	5.8
More than £14,000 and up to £18,000	5.9
More than £18,000 and up to £30,000	6.5
More than £30,000 and up to £40,000	6.8
More than £40,000 and up to £75,000	7.2
More than £75,000	7.5

You can find more details in the pension booklet we give you when you join the council.

5b Lease cars

5b1 You can take advantage of our lease-car arrangements through a salary-sacrifice scheme. You can get more details from the Personnel Team or on the intranet.

5c Bicycle and season-ticket loan

5c1 We provide an interest-free loan for you to buy a season ticket for public transport (bus or train) and a bicycle to use to travel to and from work. You can find details of these schemes on the intranet or from personnel.

5d Employees who regularly need to use their cars ('essential users')

5d1 We may give you an allowance if we feel that, to carry out your duties, it is vital for you to have your car available when you need it.

5d2 The conditions of the scheme are set out in [appendix I](#), and the allowances are set out in the annex to [appendix I](#).

5e Casual car users

5e1 By 'casual users', we mean employees who would find it helpful to have a car available when they need it, but would not class it as being vital. Mileage rates are shown in [appendix I](#).

5e3 We can, at any time, cancel or change conditions relating to car users described in paragraph 5d or 5e. We will give you three months' written notice of any change.

5f Paying fees to join professional organisations

5f1 If, as part of your job, you have to be a member of a professional organisation, we will pay one subscription fee a year. This does not include student membership.

5g Life assurance

5g1 If you are a member of the Local Government Pension Scheme, you are eligible for a lump-sum grant of two years' pay if you die. We will pay the amount to your estate.

5g2 If you have completed three years' continuous service with us, and you were employed with us on 1 April 2006, you are eligible to be covered by our insurance company for one year's salary. We will pay the amount to your estate.

5h Medical insurance

5h1 Medical insurance is available if you have been employed with us since 1 April 2006. We usually renew insurance cover every year. We have the authority to choose the company we use, the excess you pay and the benefits of the scheme.

5h2 Getting medical insurance depends on you agreeing to it. You must make an application through the Personnel Team.

5h3 You can extend the cover to your family at your own expense. We will pay the annual premium beforehand and take back the cost each month from your pay.

5h4 You can find full details on the intranet.

5i Childcare vouchers

5i1 You can get childcare vouchers from us and make repayments by a salary sacrifice. This means we take the value of the vouchers from your gross pay each month (meaning you do not pay tax and National Insurance on that amount). You can get more details on the intranet.

5j Give as you earn

5j1 You can choose to give an amount of your pay to any charity or charities you choose. We will take that amount from your gross pay each month (meaning you do not pay tax and National Insurance on it). You can get more details on the intranet.

5k Using council vehicles out of working hours

5k1 Usually, you can only use council vehicles to travel to and from work places during the working day. However, your line manager may allow you to take a vehicle home at the end of the working day. This is a privilege and not a right under your contract, and we can withdraw it at any time.

5k2 If you use the vehicle for any other purpose (including using it to travel to and from your home and workplace without your line manager's permission), we will consider this to be misconduct and will deal with the matter under our disciplinary procedure.

5k3 If your line manager allows you to use a council vehicle to travel to and from work, you may have to pay us any costs, at the appropriate rate, for doing so.

5k4 However, we will not make you repay any costs for any single journey to and from work that:

- you make within the boundaries of the Borough of Reigate and Banstead; or
- is not more than an extra 10 miles outside those boundaries.

- 5k5 If you use the vehicle in any other way, you will need to repay our costs at the current year's casual-user rate.
- 5k6 If you are not sure which journeys you will need to repay costs for, please ask the Personnel Department.



Our main policies

6a Official conduct

6a1 General

- The public is entitled to demand that you behave and act to the highest standards. Their confidence in you would be affected if they believed that you could in any way be encouraged to act dishonestly.
- You should not be called upon to advise any of our political groups, either as to our work or the work of the group. You should not go to any meetings that these political groups may hold.
- We have approved a code of conduct for all our employees (see [appendix L](#)).

6a2 Paid work with another employer

- Your contract with us should normally be classed as your main employment. If you are paid on spinal column points (scp) 49 or above, you will devote your whole-time service to our work and not be involved in any other business or take up any other appointment without getting our permission through the Chief Executive. If you are on scp 34 to 48, you need your director's approval first. If you are not sure which spinal column point you are paid at, you should refer to your payslip, the pay scales shown on our intranet, your manager or personnel.

6a3 Confidential information from committees

- You must not give the public any confidential information from any committee meetings and so on, or the contents of any document relating to our organisation, unless you must do this by law or have been authorised to do so.

6a4 Employees' interests in contracts

- If you find out that we have entered or plan to enter into a contract which you have an interest in (whether directly or indirectly), you must, as soon as possible, give notice in writing to the Chief Executive that you have an interest in the contract. (You should refer to the conditions of the Local Government Act 1972, Sections 95 and 117.)

6a5 Information about employees

- We will not give your personal details to anyone other than your manager or director, unless we have your permission to do so or need to do so for the purposes of preventing or detecting crime.

6a6 Local Government and Housing Act 1989

- This act brought in restrictions on the political activities of certain staff in local government. If this applies to you, it will be set out in the schedule that comes with your contract.
- Basically, if you are a local-government employee and you advise elected members as part of your work or you are paid above the equivalent of scale point 44 of the national pay scales (this includes the value of a lease car), you will be in a 'politically restricted post'. This means you cannot be, or try to become, a councillor, a Member of Parliament



or a Member of the European Parliament during the period of your contract. Also, you cannot speak or write publicly on party politics, hold a position in a political party or canvass (work to persuade people to vote) at elections. The Chief Executive, directors and service managers are automatically politically restricted and do not have the right to appeal.

- If you are restricted because you are being paid above the equivalent of scale point 44 of the national pay scales, you will have a right to apply for a certificate of exemption from the council. When the council has issued this certificate to you, you then have the right to send it to the Independent Adjudicator, together with your written application for an exemption. If you fall into the other category (advising elected members), you can appeal direct to the Independent Adjudicator.
- Details of the conditions of the act are set out in [appendix K](#).

6a7 Uniforms and personal protective equipment

- If we supply you with a uniform, you must wear it at all times. If your job involves you using personal protective equipment (for example, boots with steel toecaps, reflective clothing and so on), you must wear or use it at all relevant times. If you don't, we will take disciplinary action against you.

6a8 Taking care of council property

- When using council property and equipment, you must follow all relevant instructions and meet all relevant health and safety requirements. You should take all reasonable care with any property or equipment you use or come into contact with. If you damage any property or equipment, we can recover the cost of replacing or repairing it from you. If you deliberately damage or fail to maintain any property or equipment, we will take action against you under our disciplinary procedures.

6b Disciplinary procedure

6b1 For the sake of everyone concerned with our services, it is vital that you recognise the need to act properly at work. We have put in place a disciplinary procedure to promote our standards and encourage you to improve if we feel your behaviour and actions are not meeting our standards. We hope we will only use this procedure on rare occasions but, in instances where it is necessary, we aim to handle problems fairly and consistently.

6b2 Details of our disciplinary procedure are set out in [appendix L](#).

6c Grievance procedure

6c1 We have put in place a grievance procedure which aims to make sure that you make us aware of any issues you may have, so we can quickly sort them out in a way that both you and we are satisfied with.

6c2 Details of our grievance procedure, which forms part of our '[Fairness at Work](#)' policy, are set out in [appendix N](#).

6d Sickness absence

6d1 Your attendance at work is important to us. If you are regularly absent from work, you reduce the resources we have to provide excellent services to our residents. We have put in place a



policy aimed at providing a fair and consistent framework for tackling any problems caused by employees being absent from work.

6d2 Details of our procedure for dealing with sickness absences are set out in [appendix G](#).

6e Fairness at work

6e1 We are committed to providing a working environment in which any employee, volunteer, client, customer or job applicant:

- is treated respectfully, politely and fairly and without being harassed, bullied and victimised;
- does not experience any form of discrimination based on his or her colour, race, ethnic background, sex, sexuality, marital status (whether they are married or single and so on), disability, age, or religious beliefs.

6e2 Our policy on fairness at work is set out in [appendix M](#).

6e3 Our policy on equalities is set out in [appendix O](#).

6f Dress

6f1 We expect you to dress and maintain your personal appearance properly. How you dress should be appropriate to the post you work in, and you should be aware at all times that you represent us both in the office and in the community. We do not consider casual clothing, including jeans, to be appropriate. Directors can decide whether to allow you to wear different clothing to that we would normally ask you to wear.

6g Redundancy, demotions and regrading

6g1 Our current redundancy policy is set out in [appendix P](#). Wherever possible, we will look to offer suitable alternative employment if you are made redundant.

6g2 If you are transferred or demoted to a post of a lower grade, your pay is protected for a period of two years. Following this period of time, you will receive the maximum pay for that lower-graded post.

6g3 If we assess the post you work in and downgrade it as a result, your pay would be protected (frozen) until the range of the new grade caught up, at which time you will receive the maximum pay for the new lower grade. The redeployment policy is set out at [appendix V](#).

6h Capability

6h1 This procedure is designed to deal with those cases where you may be lacking some area of knowledge, skill or ability, and as a result, not able to carry out your duties to an acceptable standard. We will use this procedure where you have a genuine lack of ability, rather than the fact that you have deliberately failed to keep to the standards which you are capable of (in which case, we would use the disciplinary procedure). You may have genuinely lacked this ability for some time or it may have come about more recently because of, for example, changing your job or personal factors affecting your performance.

6h2 The procedure aims to:

- help you improve your performance, wherever possible;

- provide a fair and consistent way of dealing with your lack of ability without using the disciplinary procedure; and
- provide a way of dealing with your lack of ability where it is not possible for you to improve in your current job.

6h3 Our policy on work capability is set out in [appendix Q](#).

6i Maternity conditions

6i1 The maternity scheme we use is attached in [appendix R](#).

6j Paternity leave and pay

6j1 If your wife or partner is having a baby, you may have the right to paternity leave and Statutory Paternity Pay. This means you can take paid leave to care for your baby or support the mother after the birth. You can take either one or two weeks' paternity leave in a row. Please refer to [appendix R](#) for more details



Staff relations

7a Collective bargaining

7a1 We believe that co-operation between ourselves, our employees and unions will help make sure we deliver services successfully. The Local Joint Forum (LJF) is committed to jointly negotiating and consulting at all levels, and encourages you to join and stay in recognised unions. We are committed to providing facilities to allow trade unions to effectively organise how it will represent individuals and groups. The collective bargaining agreement, negotiated separately, is shown in [appendix S](#).

7b Negotiations

7b1 Only authorised employees can negotiate on our behalf. You must not begin major negotiations relating to our functions or duties unless you have the Chief Executive's approval.

7c Consulting and negotiating between councillors and employees

7c1 Being a member of a trade union

We recognise your right to join the trade union you choose and take part in its activities. We recognise Unison and the GMB for negotiating and consultation purposes.

7c2 Consulting with employees who are not members of a trade union

We recognise the importance of good communication between the council and all employees, some of whom may not be members of a trade union. As a result, we have set up a staff association to represent the views of staff that are not members of a recognised trade union. We have also set up and maintained a local joint forum made up of representatives of staff we employ, managers and councillors.

7c3 Negotiating changes to local conditions and consulting over pay and benefits

The Local Joint Forum has the authority to negotiate and approve changes to all aspects of the local conditions except pay, pay scales, fringe benefits and the following appendixes to this document (I, R, and P). These matters will be open for discussion and consultation at the Local Joint Forum, but will be referred to the Executive for their final decision. If negotiations break down, we will refer the matter to Acas (Advisory, Conciliation and Arbitration Service).



Health and welfare

8a Contact with infectious diseases

- 8a1 In line with the National Insurance Act, if you are prevented from going to your workplace because you have come into contact with an infectious disease, you must tell your director immediately. You will be entitled to receive full pay, less any benefits we pay under the act. A period of absence in this case will not count towards your entitlement to sickness payments.
- 8a2 If you come into contact with other infectious or contagious diseases, you should not stay away from duty if you feel well, but should report the matter to your director.

8b Medical screening

- 8b1 We will give employees paid time off to have general medical examinations, and female employees the necessary paid time off for medical screening for breast and cervical cancer.

8c Health and safety and first aid

- 8c1 A copy of our health and safety at work policy is set out in [appendix T](#). Authorised and qualified first-aiders will receive an allowance.

8d Smoking

- 8d1 By law, you are not allowed to smoke in an enclosed workplace. (We also have a policy that covers this). An enclosed workplace also includes a vehicle you use to carry out your duties.
- If you smoke during working hours, you must do so away from the enclosed workplace and in your own time, either by adding time to the end of the working day or clocking out if on flexitime. If you fail to keep to these rules (and the law), we will take disciplinary action against you. You are only allowed one break in the morning and one break in the afternoon.



General

9a Training and education

- 9a1 All training you take part in after you have started working with us should be authorised by your service manager or director. You should give appropriate details by filling in the training course application form available from the personnel team or your service unit.
- 9a2 If you receive financial help towards qualification training, you will need to pay back all or part of the financial help you have received if you leave our service within two years from the date you got the qualification or stopped studying.
- 9a3 Our qualification training policy is set out in [appendix D](#).

9b Paying back the cost of doctors' statements

- 9b1 If we need a doctor's statement from you, we will pay the full cost for getting a doctor's statement.

9c Fidelity bond

- 9c1 If you have a criminal conviction, we may need you to enter into a fidelity bond. We will pay the premiums.

9d Compensation payments if you die or are permanently disabled as a result of an assault or accident

- 9d1 In line with our current insurance policy, we will make payments to you or your dependants (if your contract of service includes these conditions of service as amended from time to time) if you die or are permanently disabled as a result of a violent or criminal assault or an accident you have suffered during, or as a result of, your employment. You can get details of our insurance policy from the finance department.

9e Interpreting this document

- 9e1 We will refer to the Chief Executive any question about how we interpret the paragraphs in this document and the terms and conditions of appointment as a whole. The Chief Executive will make their decision after getting advice from legal and personnel units.



Leaving our organisation

10a Giving notice for ending your contract of employment

- 10a1 If you want to end your contract during your probationary period, you must give one month's notice.
- 10a2 After your probationary period, when your contract is made permanent or your fixed-term contract is confirmed, you must give the following notice.
- If you are a director, service manager 1 or service manager 2 – three months' notice
 - If you are a manager 3, professional 1, professional 2, technical specialist 1 – two months' notice
 - All other roles – one month's notice
- 10a3 We have to give you the same periods of notice. An appropriate authorised officer will give you that notice in writing.
- 10a4 Our notice periods will rise in line with Section 86 of the Employment Rights Act (1996), to up to 12 weeks after working in local government for a continuous period of 12 years.

10b Severance payments

- 10b1 If you leave our organisation as a result of either an agreed severance or a redundancy, we may pay you a severance payment, based on the scheme we have in place at that time. We will decide how to use the redundancy policy (approved in November 2006), as set out in [Appendix P](#).

10c Retirement age

- 10c1 The normal retirement age for all employees covered by these conditions of service is 65. We will remind you at least six months before that date. At that time, we will also tell you (as we must do under the Employment Equality (Age) Regulations 2006) that you can ask us to consider extending your employment beyond the age of 65.
- 10c2 We recognise that employees can retire between the ages of 60 and 65. Retiring before you are 60, unless because of ill health, depends on the appropriate committee agreeing to it.

