



# Staff Handbook

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# Reigate & Banstead Borough Council

## Local conditions of service

### 1. Introduction

- a. 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.
- b. 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 discussions with members of the Local Joint Forum.

### 2. Working for us

#### 2.1. Probation

- a. 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.
- b. During the probationary period (including any extensions), you or we can end your employment by giving the other the appropriate notice as per your conditions of employment. If you are employed in a permanent position and you successfully complete your probationary period, your contract of employment will become permanent.
- c. If you are employed on a fixed term contract and you successfully complete your probationary period, your employment will continue until the end of that contract.

#### 2.2. Continuous service

- a. Previous service with any public authority protected by the Redundancy Payment Modification Order 1999 will be applied for the purposes of your contractual notice period, annual leave entitlement, sickness payments and paternity leave.
- b. 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 for the 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. If you have previously been made redundant from an organisation covered by this Order, your service up until that point will not count towards a future redundancy payment.
- c. 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 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.
- d. For the purposes of working out entitlement to annual leave, the eight years' time limit does not apply.
- e. In certain circumstances a short break of service may be taken without affecting your local government continuous service. For further information, please contact Human Resources.

## **2.3. Normal place of work**

- a. Your normal place of work will be set out in the schedule forming your contract of employment or in any written amendment. We can, after consulting with you or recognised Unions, alter your place of work to another location within the borough or within a neighbouring Borough or District Council area. We will not pay you any compensation for any extra costs arising from your place of work changing.

## **3. Working patterns**

### **3.1. The working week**

- a. The normal working week is 36 hours. Any pattern of work commencing from 06.30 and ending before 23.00 is considered to be within the span of the normal working day. 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.
- b. Your manager will set your pattern of work. Your pattern of work may change depending on the needs of the service, but your manager will consult you first. All breaks from work including lunch and rest breaks will be unpaid. The time and location of rest breaks will be determined by your line manager or supervisor.

### **3.2. Flexible working**

- a. Flexible working means working an alternative work pattern beyond our standard working week or the normal pattern of work for a particular area.
- b. All employees can apply for flexible working, but we recognise that not all positions will be able to accommodate this for business reasons.

### **3.3. Flexitime and flexi-leave**

- a. 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. If flexitime applies to your position, this will be stipulated in your contract.
- b. You may also be entitled to 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. If flexi-leave applies to your position, this will be stipulated in your contract.

## **4. Annual leave and other related entitlements**

### **4.1. General conditions**

- a. If you are TUPE 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.

- b. 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.

#### 4.2. Annual leave

- a. The annual leave (inclusive of Bank Holidays) of staff employed to work an average 36-hour week is as follows (pro rated for part time staff):

<b>Length of time working continuously in local government</b>	<b>Leave calculation (Inclusive of Bank Holiday leave)</b>	<b>Entitlement in hours if working 36 hours per week (Inclusive of Bank Holiday leave)</b>	<b>Equivalent entitlement in days (Inclusive of Bank Holiday leave) (Based on working 36 hours evenly over 5 days per week)</b>
All grades: Less than five years' service	6.2 weeks x number of hours worked each week, rounded to nearest hour	223	31 days (includes 8 bank holidays)
All grades: Five or more years' service	7.2 weeks x number of hours worked each week, rounded to nearest hour	259	36 days (includes 8 bank holidays)
Senior Management	8.2 weeks x number of hours worked each week, rounded to nearest hour	295	41 days (includes 8 bank holidays)

- b. We can declare that you have to take one day of your leave over the Christmas and the New Year period. This will be communicated to you each year.
- c. Your holiday entitlement includes leave entitlement for Bank Holidays, so you must use your entitlement to take time off when a Bank Holiday falls on a day that you would normally work.
- d. Your leave year runs from the first day of the month after your birthday to the last day of the month your birthday falls in.
- e. You can only take leave in the equivalent of full or half days. You can book a half-day only on days where you normally work four or more hours.
- f. For example if you work nine days a fortnight, to take a full day's leave you must use eight hours of your entitlement. To take a half days' leave you must use four hours of your entitlement. 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.
- g. If you do not use your whole entitlement, you can carry over unused leave equivalent to the same number of hours as a normal working week (e.g. full timer can carry over a maximum of 36 hours), with the agreement of your line manager.
- h. If you transfer from one local authority to another, you may transfer your remaining pro rata leave with you.

- i. If you become ill during a period of annual leave, we may class you as sick, provided you have complied with the sickness absence policy and procedure. Maternity leave does not affect the amount of annual leave you are entitled to.

### 4.3. Compulsory leave

- a. Unless we tell you otherwise, you will need to take one day's leave around Christmas or New Year from your leave allowance. 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 off
Sunday	Friday 23 December
Monday	Friday 22 December
Tuesday	Monday 24 December
Wednesday	Friday 27 December
Thursday	Wednesday 24 December
Friday	Thursday 24 December
Saturday	Friday 24 December

### 4.4. Additional leave

- a. Senior Managers are authorised to grant additional leave in line with our scheme set outing the additional leave policy. This covers a variety of types of leave including:
- Service in non-regular forces
  - Elections
  - Sporting events
  - Examinations
  - Trade-union conferences and training (see collective bargaining agreement)
  - Parliamentary candidates
  - Jury service

## 5. Pay and conditions

### 5.1. Pay

- a. The pay structure is based on role profiles and how you progress in your position. 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 on the Intranet.
- b. Your position will have been assigned a 'pay scale' and a maximum progression level (MPL - the point in the pay band you cannot go beyond.).
- c. To progress beyond a performance bar (Jumping the 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.
- d. Each year, your manager will carry out a performance appraisal, reviewing your progress against the targets agreed in your performance agreement. Your manager may, in line with this scheme, increase your pay (by one 'increment') or award you a bonus as well as any annual pay award on the 1 April following the appraisal. However, there is no automatic right to a pay increase. Your salary will not be reviewed if notice is being served or during any period of garden leave.



- e. We pay you in 12 equal monthly instalments, direct to your bank account. We will normally pay you on the 21<sup>st</sup> of each calendar month.  
If the 21<sup>st</sup> falls on a Friday, Saturday, Sunday or Bank Holiday, we will pay you on the Thursday before.
- f. We review the pay scales once a year. If there is any change this will normally come into force from 1 April of that year.
- g. 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.
- h. 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 an irregular pattern.
- i. 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.

- j. 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 have a pay review. If you started work between 1 April and 30 September, your pay will be reviewed, under the same conditions as above, on the following 1 April.

- k. 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.
- l. 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.
- m. 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. 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 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.
- n. If you are absent from work without permission, you will not be entitled to receive pay for the period of absence. If you are in the pension scheme, the period of absence will be considered as a break in pensionable service.

## **5.2. Temporarily carrying out other duties**

- a. 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 an allowance that will bring your pay in line with the grading of the post you temporarily work in.

In these circumstances you will receive at least the minimum pay for that higher-graded post. These rules 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.

- b. 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.
- c. Any plan to make a payment for extra duties depends on the appropriate Senior Manager's approval, after they have consulted Human Resources.

### **5.3. Out of hours payments**

- a. We may pay for time worked outside of your normal working pattern and Council hours. The Out of Hours Policy contains further details.

### **5.4. Premium payments**

- a. 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.

If you work on a Saturday or Sunday outside the normal week, we will class it as overtime and pay you an enhanced rate.

- b. 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.

If you work at night outside the normal week, we will class it as overtime and pay you an enhanced rate.

- c. 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.

- d. Starting work early – if we ask you to start work before 6.30am, you will receive a 7% increase on your basic salary.

### **5.5. Overtime payments**

- a. 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.
- b. All overtime must be approved beforehand by your line manager or senior manager. 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.
- c. 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.
- d. 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.
- e. 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).
- f. 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), Technical 1(Advanced) and Technical 1 (Advancing 1).
- g. The hours required before accruing overtime will be pro rated for part time staff, and we will work out the average working week within each four-week period of flexitime.
- h. Overtime payments do not apply to the Chief Executive and Deputy Chief Executive.

## 5.6. Sickness payments

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.

<b>Length of time continuously working in local government</b>	<b>Maximum pay for sickness absence</b>
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
More than one to two years	Two months' full pay and two months' half pay
More than two to three years	Four months' full pay and four months' half pay
More than three to five years	Five months' full pay and five months' half pay
More than five years	Six months' full pay and six months' half pay

- a. We class 'one month' as equal to 26 working days and class Saturday in all cases as a working day.
- b. We work out your entitlement on your first day of sickness absence, and this takes account of all paid sickness absence you took within the previous year.
- c. If you are off sick, we will review your employment with us early and well before your entitlement to paid sickness absence runs out. In working out the appropriate period of benefit, 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.

The scheme is intended to supplement Statutory Sick Pay (SSP) and any other sickness benefits so as to maintain normal pay during defined periods of absence on account of sickness, disease, accident or assault.

- d. In the case of full pay periods, the allowance is an amount which when added to any entitlement of SSP and Incapacity Benefit will be the equivalent of your normal pay.
- e. With half pay periods, the allowance is an amount equal to half your normal pay, plus any entitlement to SSP and Incapacity Benefit, so long as the total amount is not more than your full pay.
- f. You must tell us, in writing, within seven days of becoming aware of your entitlement to any sickness benefits other than SSP and of any subsequent changes.
- g. 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.
- h. The sickness benefits to be taken into account for the calculation of sick pay are those to which you are entitled on the basis that you have satisfied so far as is possible:
  - The conditions for the reporting of sickness
  - The claiming of sickness benefits
  - The obligation to declare any entitlement to sickness benefits and any subsequent changes in circumstances affecting any entitlement

#### **5.7. Conditions relating to the Council's sick pay scheme**

- a. If you are not able to work because of an illness, you must tell us as soon as possible. Please refer to the Sickness Absence Policy & Procedure for details.
- b. If you go into hospital, you must give your manager proof of admittance and provide a discharge note or fit note when you are discharged.
- c. 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.
- d. If you are absent after an injury at work, which was not your own fault, we will not class this as being part of your sickness pay entitlement or for the purposes of absence monitoring.
- e. If you receive compensation from an accident which has resulted in your absence from work, we will require that you reimburse the Council for the sick pay you have received. Any period of absence you have taken but where you have paid back the sick pay we provided will not be considered in the calculation of your remaining sickness pay entitlement.
- f. If you are not able to carry out your duties because of an illness, we may refer you to our occupational health provider for assessment and independent medical advice on your condition.
- g. Whilst recovering we expect you to do all you can to aid your return to work. Should we have reason to believe you have not done so, we will investigate and may take formal action which could include ceasing your sick pay.

## **5.8. Payments if you die or are permanently disabled**

- a. 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.
- b. You can get details of our insurance policy from the finance department.

## **5.9. Expenses**

- a. You are entitled to claim for reasonable expenses incurred whilst undertaking your duties. Please refer to the expenses policy for further details.

## **5.10. Mobile phones**

- a. We will provide authorised employees with a mobile phone for business use. The phone will continue to be Council property. These phones may not be used for personal calls unless in exceptional circumstances. Should this be the case, you may be asked to reimburse the Council for the cost incurred.

## **5.11. Drivers' conditions**

- a. 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.
- b. Fleet drivers (including use of the pool car) will be required to undergo a driving assessment and comply with the terms of our Fleet Drivers Policy.
- c. You must notify your manager immediately if you get any endorsements on your licence, a conviction for a driving offence or a medical condition that may affect your right to drive or fitness to drive. If you don't, or this affects your ability to carry out your duties, we may take disciplinary action against you.

## **5.12. Civil emergencies**

- a. Under the Civil Contingencies Act 2004, all councils must plan for dealing with disasters. Unless we specifically agree otherwise with you, you must help with actual emergencies and take part in exercises designed to prepare for emergencies. We will carry out a risk assessment before giving instructions to any member of staff.

# **6. Benefits**

## **6.1. Pensions & Auto Enrolment**

- a. A law has been introduced by the Government as a way of encouraging individuals to save more for their retirement. This law means that employers must automatically enrol employees who are not already members of a workplace pension scheme if workers:
  - earn over the Lower Earnings Level set at the beginning of each tax year, and
  - are aged 22 or over; and
  - are under State Pension age.

- b. The workplace pension scheme that we provide is the Local Government Pension scheme (LGPS), administered by Surrey County Council.
- c. Unless you let us know otherwise and you are at least 16 years old and employed on a contract of three months or more, under the rules of the LGPS, you will automatically join the pension scheme.
- d. Your contribution will be from your gross salary (your salary before tax and National Insurance) with full tax relief. Your contribution rates will depend on your annual salary and will be between 5.5% and 12.5%. Details of contribution rates can be found on the Council's intranet or by visiting the Surrey County Council website (<http://www.surreypensionfund.org/joining.aspx>) or by contacting the HR Team.
- e. Although you may choose not to join the LGPS when you start at the Council, under the law explained above, we could legally have to auto enrol you into the pension scheme in any pay month if you meet the above criteria. If you do meet the assessment criteria, HR will give you more information at that time, including your rights if you do not wish to remain in the scheme after auto enrolment.

## **6.2. Using your own vehicle on Council business**

### **6.2.1 Essential car users**

- a. 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 for work. To view the conditions of the scheme go to the Car Users Policy.

### **6.2.2 Senior car users**

- a. A senior user rate will apply to you if you are employed on the following pay scales:
  - Chief Executive & Deputy Chief Executive
  - Service Manager 1 & 2
  - Manager 3 & Manager 4 Advanced
  - Professional 1 & Professional 2 Advanced and Advancing
  - Technical Specialist 1 Advanced and Advancing

You must use your own car for work related travel and should only book pool cars in exceptional circumstances.

### **6.2.3 Casual car users**

- a. If you are not an essential or senior user, you are classed as a casual user. You should use a pool car when available. If this is not possible, you are entitled to use your own vehicle and claim the appropriate mileage rate as shown in the Car Users Policy.
- b. You must ensure you have the appropriate insurance when using your car for business use.
- c. We can, at any time, cancel or change conditions relating to car users described above. We will give you three months' written notice of any change.

## **6.3. Using council vehicles out of working hours**

- a. Usually, you can only use council vehicles to travel to and from work places during the working day. This is a privilege and not a right under your contract, and we can withdraw it at any time.

- b. 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.
- c. 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.
- d. 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.
- e. If you use the vehicle in any other way, you will need to repay our costs at the current year's casual-user rate. If you are not sure which journeys you will need to repay costs for, please speak to the HR Team.

#### **6.4. Paying fees to join professional organisations**

- a. If, as part of your job, you have to be a member of a professional organisation(s), we will pay the subscription fee(s) each year. This does not include student membership. Your manager will approve payment as applicable.

#### **6.5. Life assurance**

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

#### **6.6. Childcare vouchers**

- a. 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. This scheme may be amended or removed at the Council's discretion.

#### **6.7. Give as you earn**

- a. 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.

#### **6.8. Cycle scheme**

- a. The cycle to work initiative gives you the chance to lease a bike for a twelve month period. The Cycle Scheme will handle the transfer of ownership of equipment after the hire period. Participants will pay back the amount from gross salary with an option to purchase the bike for a nominal sum at the end of the lease period. Further details can be found on the intranet.

#### **6.9. Bicycle and season-ticket loan**

- a. 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 HR.

## **6.10. Training and education**

- a. All training you take part in after you have started working with us should be authorised by your manager.
- b. 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.

## **7. Our main policies**

### **7.1. General conduct**

- a. It is essential for all employees to recognise the need for good conduct at work. Employees are also representatives of the Council outside of working hours.
- b. 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.

### **7.1. Political activity**

- a. 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.
- b. You should also not lobby any political member connected to the Council. Further details can be found in the member-officer code of conduct.

#### **7.1.1 Paid work with another employer**

- a. Your contract with us should normally be classed as your main employment. You will devote your whole-time service to our work. However, if you do wish to take up another appointment, you need to notify your manager. In certain circumstances depending on your grade and the nature of your work, explicit approval may be required. If you are not sure please speak to HR.

#### **7.1.2 Confidentiality**

- a. As an employee of the Council you may have access to confidential and proprietary information, including the Employer's corporate and political objectives and priorities; future plans to be realised; and internal processes, procedures. You should not use, discuss or disclose this outside of the organisation.
- b. 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.

#### **7.1.3 Employees' interests in contracts**

- a. 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 or Monitoring Officer that you have an interest in the contract. (You should refer to the conditions of the Local Government Act 1972, Sections 95 and 117.)



#### **7.1.4 Information about employees**

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

#### **7.1.5 Local Government and Housing Act 1989**

- a. 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.
- b. If you advise elected members as part of your work, 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.
- c. 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 and Statutory Officers are automatically politically restricted and do not have the right to appeal.

#### **7.1.6 Uniforms and personal protective equipment**

- a. If we supply you with uniform, and / or protective equipment, you must wear it at all times. If you don't, we will take disciplinary action against you.

#### **7.1.7 Taking care of council property**

- a. 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.
- b. 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.

#### **7.2. Fairness at work**

- a. 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 in line with the Equality Act (2010).

#### **7.3. Grievance procedure**

- a. 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 the Council are satisfied with.
- b. Details of our grievance procedure, which forms part of our 'Fairness at Work' policy.

#### **7.4. Sickness absence**

- a. Your attendance at work is important to us. If you are regularly absent from work, or for an extended period, 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.

- b. If we need a doctor's statement from you and there is a charge for this, we will pay the full cost for getting it.

### **7.5. Dress**

- a. 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.

### **7.6. Redundancy, demotions and re-grading**

- a. Our current redundancy, redeployment and early retirement policy also included demotions and pay protection. Wherever possible, we will look to offer suitable alternative employment if you are made redundant.
- b. If you are redeployed or downgraded to a post of a lower grade, your pay will be frozen. During pay protection, employees will not be entitled to incremental progression or cost of living increases. In lieu of incremental progression, employees could be awarded a one off non-consolidated bonus depending upon the performance rating awarded in line with the appraisal scheme.
- c. Pay protection will apply under one of the following arrangements:
  - Redeployment pay protection is for a period of two years. Following this period of time, you will receive the maximum pay for that lower-graded post. Protection will only apply to an employee's scale point; any enhancements or allowances related to the employee's previous post are excluded from protection.
  - Downgraded pay protection occurs if we assess the post you work in and downgrade it as a result. Your pay will be protected until the range of the new grade has caught up. At this time you will receive the maximum pay for the new lower grade, and will be eligible for cost of living increases.

### **7.7. Capability**

- a. 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).
- b. 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.
- c. 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.

### **7.8. Parents at work**

- a. If you, your wife or partner is having a child, you may have the right to maternity, paternity, or adoption leave and pay. Further details may be found in the Parents at Work Policy.

## **8. Staff relations**

### **8.1. Collective bargaining**

- a. 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, summarises this.

### **8.2. Being a member of a trade union**

- a. 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.

### **8.3. Consulting with employees who are not members of a trade union**

- a. 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.

### **8.4. Negotiating and consulting on changes to local pay and conditions**

- a. 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 or any policies that make reference to non-statutory payments.
- b. These matters will be open for discussion and consultation at the Local Joint Forum, but will be referred to the Chair of the Employment Committee or Executive in line with the Constitution where applicable for a final decision. If negotiations break down, we will refer the matter to ACAS (Advisory, Conciliation and Arbitration Service).

## **9. Health and welfare**

### **9.1. Contact with infectious disease**

- a. If you are advised by a medical professional to refrain from going to work, or prevented from doing so by a medical professional because you have come into contact or contracted an infectious or contagious disease, you must tell your manager immediately. You will be entitled to receive full pay, less any benefits we pay under the National Insurance Act. A period of absence in this case will not count towards your entitlement to occupational sickness payments.

### **9.2. Medical screening**

- a. Employees are entitled to off under the sickness absence policy to have general medical examinations. This will be paid provided they have a paid sickness absence entitlement.

## **9.3. Health and Safety**

### **9.3.1 First Aid**

- a. A copy of our health and safety at work policy is available. Council authorised and qualified first-aiders will receive an allowance payment for being able to provide first aid assistance in the course of their employment.

### **9.3.2 Smoking**

- a. By law, you are not allowed to smoke in an enclosed workplace, which includes any vehicle you use to carry out your duties. The Councils Smoking Policy (including guidance on e-cigarettes) explains this further.
- b. If you smoke during working hours, you must do so away from unenclosed workplace in a designated location and in your own time, either by adding time to the end of the working day or clocking out if on flexitime. You must not smoke in public view, or when the public could identify you as a Council employee. You are only allowed one break in the morning and one break in the afternoon. If you fail to keep to these rules (and the law), disciplinary action may be taken against you.

### **9.3.3 Drug and Alcohol Abuse**

- a. All staff are required to present themselves for work, free from the effects of alcohol. Staff must not take, supply, be in possession of or have evidence of any controlled drug in their body during working hours except under medical supervision. The Council reserve the right to carry out alcohol and drug testing on a “with cause” basis, a positive result from which may result in disciplinary action.
- b. The Council considers an alcohol/drug problem as primarily a health issue rather than an immediate cause for discipline. However, employees have a responsibility to report any medication/drugs which are being carried out or taken while at work which could impact on their performance or behaviour or compromise the safety of others.
- c. Drinking and driving is not tolerated and will result in testing and disciplinary procedures.

## **10. Leaving our Organisation**

### **10.1. Giving notice for ending your contract of employment**

- a. If you want to end your contract during your probationary period, you must give one month’s notice.
- b. After your probationary period, when your contract is made permanent you must give the following notice:
  - For the Chief Executive - six months’ notice
  - Deputy Chief Executive - four months’ notice
  - If you are a senior manager (member of the management team) - three months’ notice
  - If you are a professional 1, professional 2, technical specialist 1 - two months’ notice
  - All other roles – one month’s notice

We have to give you the same period of notice which will be provided in writing.

- c. If you are employed on a fixed-term contract the notice period that you or we are required to give for the duration of your contract is two weeks.
- d. 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.
- e. In cases of gross misconduct, your employment can be terminated summarily i.e. with immediate effect.

## **10.2. Severance payments**

- a. If you leave our organisation as a result of an agreed severance, you will be required to enter into a settlement agreement with us. This will require you to seek independent legal advice, which we will contribute to the cost of.

## **10.3. Garden leave**

- a. Once you or we have served notice to end your contract of employment, we may, by written notice, require you not to perform any services until that termination takes effect. This is known as putting you on "Garden Leave".
- b. During any period of Garden Leave we shall be under no obligation to provide any work to you. During any period of Garden Leave you shall:
  - Continue to receive your salary and all contractual benefits in the usual way;
  - Remain an employee of the Council and bound by the terms of your contract of employment;
  - Not, without the prior written consent of your manager attend your place of work or any other Council workplace;
  - Not, without the prior written consent of your manager, contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, supplier, agent, adviser or other business contact of the Council;
  - Ensure that your manager knows where you will be and how you can be contacted during each normal working day (which exception of annual leave and shall comply with any written requests to contact a specified employee of the Council at specified intervals.
  - Be deemed to have taken any accrued but unused holiday entitlement during any period of Garden Leave.

## **10.4. Retirement**

- a. The Council does not have a default retirement age. Employees who wish to retire should resign in the normal way. Further information about retirement can be found in the Redundancy, Redeployment and Retirement policy.

## **11. General**

### **11.1. Interpreting this document**

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 receiving Legal and HR advice.