

Terms and Conditions Handbook

April 2026



Human Resources

Governance		
Approved by	Approved date	Date of next review
Human Resources	April 2026	April 2027

Our values

COLLABORATE
PROACTIVELY

LEAD INCLUSIVELY

EMBRACE
CHANGE

BE BOLD
AND CURIOUS

CELEBRATE AND
SHARE OUR
SUCCESS

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1.0 INTRODUCTION

- 1.1 This Handbook gives an overview of the main things you need to know as an employee, whether you've just started with us or have been an employee for a while. It provides an overview of the key points of our policies, conditions of service, and pay. It will also signpost you to other information which will provide greater detail of the topics covered within the Handbook.
- 1.2 The contents of this Handbook do not form part of the terms of your contract of employment unless otherwise stated. The Handbook is a local agreement with our recognised trade unions about your terms and conditions and Council pay and policies. We may need to alter or amend any policy or procedure contained in this Handbook to ensure that it remains relevant and consistent with the needs of the business. If we do this, we will consult with our recognised trade unions.
- 1.3 *Wording in italics is taken from the Green Book, which sets out the terms and conditions for most staff.*

2.0 SCOPE

This Handbook applies to all Council staff, except for teachers and school-based non-teaching staff where the schools have separately agreed processes. It does not apply to agency workers, contractors or casual workers.

3.0 CONDITIONS OF SERVICE

Your contract of employment will set out which terms and conditions apply to you. The following table sets out the main terms and conditions for staff employed by the Council.

Role	Terms & Conditions
Administrative, Clerical, Technical, Manual officers	NJC for Local Government Services (Green Book)
Chief Executive/Chief Officers	JNC for Chief Executive/JNC for Chief Officers (HAY grades 1 – 3)
Soulbury	NJC Soulbury Terms & Conditions (Blue Book)
School Teachers/Leadership Groups	School Teachers Pay & Conditions – only applies to those employed directly by the council (Burgundy Book)
NHS staff	NHS Terms & Conditions

4.0 EQUALITIES

(Part 2, paragraph 1 of Green Book)

- 4.1 Brent Council recognises its responsibility to ensure that all staff should receive equal pay for like work, work rated as equivalent or work of equal value, and to achieve this, has committed to maintain a pay system that is transparent, based on objective criteria and free from bias.
- 4.2 *Employees will be afforded equal opportunities in employment irrespective of disability, gender, race, religion, age, sexuality, marital status, parental status, caring responsibilities and hours of work.*
- 4.3 *The council will ensure that discriminatory practices are identified and removed and non-discriminatory practices introduced in all areas of employment including recruitment, training and promotion. Lawful positive initiatives may be taken to achieve and maintain a representative workforce.*
- 4.4 The Equality Policy can be accessed [here](#)

5.0 CODE OF CONDUCT

(Part 2, paragraph 2 of Green Book)

- 5.1 Employees will maintain conduct of the highest standard such that public confidence in their integrity is sustained.
- 5.2 We expect staff to maintain the highest standards of professionalism, integrity, and ethical behaviour in all aspects of our work. Our success and reputation depend on the trust of the communities we serve. Therefore, every staff member must follow a clear code of conduct, reflecting our values.
- 5.3 Staff are expected to give the highest possible standard of service to the public and, where it is part of their duties, to provide appropriate advice to councillors and colleagues with impartiality.
- 5.4 To uphold our commitment to excellence, all staff are expected to:
 - **Respect others:** Treat everyone courteously and professionally. This includes colleagues, managers, stakeholders, and members of the public.
 - **Act with integrity:** Conduct ourselves honestly and ethically, maintaining the highest standards of integrity in all our interactions.
 - **Work diligently and responsibly:** Perform our duties with diligence, competence, and dedication, meeting deadlines, and delivering high-quality work.
 - **Avoid discrimination and harassment:** Refrain from engaging in any form of discrimination, harassment, or bullying.

- **Use resources wisely:** Be prudent and efficient in the use of organisational resources, including time, funds, equipment, and facilities.
- **Maintain professional boundaries:** Uphold appropriate professional boundaries, avoid conflicts of interest, and maintain impartiality.
- **Comply with policies and procedures:** Follow all relevant laws, regulations, and organisational policies.

5.5 We also expect staff to embrace our Values, which are:

- Collaborate Proactively
- Lead Inclusively
- Embrace Change
- Be Bold and Curious
- Celebrate and Share our Success.

5.6 If staff have concerns about impropriety or breach of procedure, they must report this to the appropriate manager. Staff are expected, through agreed procedures and without fear of recrimination, to bring to the attention of the appropriate level of management any deficiency in the provision of service.

The Code of Conduct is available [here](#)

The Acceptable Use of Council Property Policy is available [here](#)

The Whistleblowing Policy is available [here](#)

The Council's Values are available [here](#)

6.0 HEALTH, SAFETY AND WELFARE

(Part 2, paragraph 4 of the Green Book)

6.1 The Council recognises *its duty to comply with the law governing the health, safety and welfare of employees, including the conditions under which they work and the provision and maintenance of necessary protective clothing.*

6.2 *Employees have a duty to take care of themselves and others affected by their activity at work and to co-operate with employer's actions taken to meet their duties under the relevant Regulations.*

More information on Health & Safety is available [here](#)

7.0 WORKING TIME

(Part 2, paragraph 6 and Part 3, paragraph 2 of the Green Book)

7.1 The normal working hours of the Council are Monday to Friday, between 06:00 and 22:00. The standard full-time working week is 36 hours, usually working five over seven days.

- 7.2 The Council policy is that staff attend the workplace at least three times a week (pro-rata if you work less than five days per week).
- 7.3 Actual working hours will be fixed subject to local needs but will normally fall within the Council's core hours of 07:30 and 18:30. Core hours will not apply to those who by the nature of their role are required to work shift patterns or irregular hours.
- 7.3 You are required to take an unpaid lunch break of at least 30 minutes if you work more than 6 hours per day.
- 7.4 The Council has a flexible approach to working arrangements. The arrangement of your times of duty will be determined by the needs of the service and consideration may be given to the variation of your working days and hours. Your manager will notify of any changes. *Variations to the established working week or patterns of work will be reasonable and subject to adequate notice.*
- 7.5 *Working arrangements should avoid:*
- *Short notice changes to rostered or expected patterns of work*
 - *Excessive hours in any week*
 - *Unnecessarily long periods over which the weekly hours are arranged*
- 7.6 To comply with the Working Time Regulations, if you are likely to work more than 48 hours per week, including any secondary employment, you must make your manager aware of this for a judgement to be made as to whether it is safe for you to work such hours. You will be asked to sign a waiver form and keep a record of the hours worked.
- 7.7 Staff who are required to work non-standard patterns of work shall be compensated in accordance with the local agreements on allowances and additional payments set out below.

8.0 PAY AND GRADING INFORMATION

(Part 2, paragraph 5 and Part 3, paragraph 1 of the Green Book)

The pay and grading of jobs must be fair and non-discriminatory, complying with equal pay legislation and associated Codes of Practice.

8.1 Pay Scales

The pay scales for each category of staff are set out below.

Pay Scales	Categories of staff
Greater London Provincial Council (GLPC)	Administrative, Clerical, Technical, Manual officers

HAY	Senior Managers
Soulbury	Educational Psychologists, Educational Improvement Professionals, Senior and Principal Educational Psychologists, Adviser Inspectors, Young People's/Community Service Managers
JNC Youth and Community Support Workers	Young People's/Community Service Support Workers
NHS	NHS staff
STPCD	Teachers employed directly by the council
Salaried Management Spine and Tutor Rates	Brent Adult and Community Education Service staff
NJC for Local Government Services	Schools and the Brent Housing Partnership staff
Craft workers	Craft Workers/Fitters

- 8.1.1 Pay awards are in accordance with the respective negotiating bodies' guidelines. Separate arrangements apply to staff that have been transferred from another employer under the Transfer of Undertakings (Protection of Employment) regulations (TUPE).
- 8.1.2 The council is committed to pay all staff at least the London Living Wage. This also applies to apprentices.
- 8.1.3 Staff can view their pay slips and pay history online in the Oracle system.
- 8.1.4 Staff are paid on the 15th of each month covering the entire month. Payments are made two weeks in advance and two weeks in arrears.
- 8.1.5 Increments for all staff on GLPC pay scales are paid annually on 1 April each year. If an employee starts between 1 October and 31 March, they will receive their first annual increment after 6 months service.
- 8.1.6 Staff on Soulbury and Teacher pay and conditions of service receive their increments in September, or for each year of employment as a qualified teacher.
- 8.1.7 Subject to satisfactory performance, and following approval by the line manager, increments for staff on Hay Grades are paid on the anniversary of joining the council or the anniversary of their appointment to the role.
- 8.1.8 In certain services career progression may apply. In such cases, progression will be in accordance with locally agreed criteria.
- 8.1.9 Pay on appointment or promotion will usually be at the first spinal column point of the grade, unless agreed by the relevant Director in consultation with the Director of Human Resources. Higher entry points are based on a candidate's relevant skills and experience.

8.2 Grading information

- 8.2.1 Brent is committed to using grading arrangements which are based on principles of fairness, transparency and consistency. We believe that these objectives can best be met by the application of job evaluation.

8.2.2 We use the Greater London Provincial Council (GLPC) job evaluation scheme, which has been extensively tested to ensure that it is free from gender bias and discrimination, for posts graded up to PO8 and the HAY evaluation scheme for senior management posts.

8.2.3 All new jobs are evaluated when they are created. If a job changes due to a restructuring exercise or if there is a significant change in the responsibilities of the post it can be re-evaluated to ensure the pay grade is at the right level.

Further detailed guidance is available on the intranet here - [The job evaluation process](#)

9.0 ALLOWANCES AND ADDITIONAL PAYMENTS

9.1 Overtime and additional hours

9.1.1 Overtime should only be paid in exceptional circumstances where the service requirement prevents flexible working to cover the requirement for overtime to be worked.

9.1.2 Overtime must be agreed in advance with the line manager. Time off in lieu to be taken on an hour for hour basis.

9.1.3 A minimum of 15 minutes must be worked before claiming overtime or payment for additional hours.

9.1.4 Plain time, based on the actual hourly rate, is paid for all hours up to 36. For more than 36 hours the rate of payment is set out below:

Scales 1 - 6	Monday – Friday – Plain time Saturday – Time and a half Sunday – Double time
Grades SO1 – PO6	All additional hours are paid at plain time
Grades PO7 and above	No additional pay – Time Off in Lieu (TOIL) only

9.2 Unsocial or irregular hours

Weekend Work	Weekend work as part of the normal working pattern (not overtime) is paid at plain time.
Night Work	Night work is paid at the rate of time and a third for all hours worked between 22:00 and 06:00.

Shift work	<p><i>Shift payment of 5% of basic pay</i></p> <p>a) Work is normally scheduled to take place between the hours of 06:00 and 22:00, but some work is regularly scheduled to take place outside of these hours</p> <p>OR</p> <p>b) One shift in every five rostered for work is regularly scheduled to take place on Saturdays and Sundays and on Bank Holidays (at least two Bank Holidays per year) i.e., a 365-day working pattern.</p> <p><i>Shift payment of 10% of basic pay</i> Where both conditions above are met, i.e.,</p> <p>a) PLUS b)</p>
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9.3 **Standby and Callout**

9.3.1 There are three levels of standby.

Level One

For emergency response teams or service areas that carry out a statutory function and there is a duty to have staff on standby to provide emergency cover 24/7. To be paid standby at Level One, staff that carry out a statutory function must also usually be required to attend on site rather than dealing with issues remotely.

Level Two

For emergency response that requires 24/7 cover either because of service need or a service agreement but can often be dealt with remotely and will not always require attendance on site.

Level Three

For services that need to be contactable in the event of an emergency. Standby is voluntary and matters can usually be resolved remotely and if this is not possible the issue could wait until the next working day for resolution.

9.3.2 Standby payments are made according to the level applied to the post, not the individual.

9.3.3 The appropriate overtime rate will be paid if staff on standby are called out on emergency duty and required to work, regardless of grade, so including staff graded PO7 and above but excluding staff who are on Gold or Silver call out duty. The first 15 minutes of call out are included in the standby payment and no

additional payment will be made. A minimum of one hour's overtime will be paid for time worked more than 15 minutes but less than one hour.

Further details of payments can be found in the Standby and Callout Policy – [here](#).

9.4 **Wembley Events Payments**

9.4.1 The Council has a key role in providing services that are essential to ensure that stadium events are delivered safely and to a high standard. These activities include traffic and pedestrian management, trade regulation, public safety, public space protection and parking enforcement.

9.4.2 Event duties are voluntary and are worked over and above the normal core hours and often separate to the core job description, although you are still representing the Council.

9.4.3 Each role is evaluated, and overtime is paid at the evaluated grade level and at the rate set out in paragraph 6.1.

9.4.4 For roles evaluated at Grade PO7 and above, payment is a fixed rate for each event, currently £250.

9.4.5 These payments are made directly to staff by the Council and are subject to deductions in the usual way; the payments are then reimbursed to the Council by the Football Association.

9.4.6 Volunteers for event duties must carry these out in their own time. If the volunteer duty times overlap with your core hours, you must book annual leave for the hours that they overlap.

9.4.7 No travel or subsistence allowances are payable.

9.5 **Acting up allowance**

9.5.1 Acting up allowance is paid when the full duties and responsibilities of a higher graded substantive and established post are carried out for a period of at least four weeks (excepting annual leave).

9.5.2 This may be to cover:

- A vacant post
- Long-term absence, e.g., maternity leave or sick leave
- Secondment

- **Acting up allowance should not be used to cover periods of annual leave**

- 9.5.3 Acting up duties can be shared, for example two people carrying out the duties will each receive payment calculated and paid on a pro-rata basis to reflect the split of responsibilities undertaken.
- 9.5.4 Acting up arrangements should not normally exceed 6 months. Exceptionally, a business case can be made for an acting up payment of up to 12 months (usually to cover maternity or longer-term secondments). This should be agreed with the relevant Director and the Director of HR.
- 9.5.5 Staff acting up to a higher graded post have no right to the post on a permanent basis and at the end of the acting up period will return to their substantive post. If the post is subsequently advertised, the person acting up may apply for the post in the same way as other candidates.
- 9.5.6 If there is a reorganisation that impacts the person who is acting up, job matching is done on the substantive post, not the acting up position.
- 9.5.7 Acting up will be offered to staff who hold a sole deputising responsibility for the higher graded post or where a selection process has been undertaken.
- 9.5.8 Staff who have a live disciplinary warning or whose performance is being managed will not normally be considered for an acting up role.
- 9.5.9 Acting up payments will be based on the first spinal column point of the higher grade. Exceptionally, payment may be made at a higher spinal column point with the agreement of the relevant Director and the Director of HR, to recognise relevant skills and experience. This is consistent with Council policy regarding promotion to a higher graded post.
- 9.5.10 Staff will not receive increments whilst in their acting up position. Incremental progression will continue in their substantive post. If staff receiving an acting up allowance are absent for a continuous period of more than four weeks the acting up allowance will cease, except for any period of sickness prior to the start of maternity leave that is related to the pregnancy.
- 9.5.11 Acting up allowance may also be terminated early for the following reasons:
- The return of the substantive post holder (even if they take annual leave following their return)
 - Unsatisfactory performance
 - Poor attendance or disciplinary
 - Restructuring of the service and the deletion of the post

9.6 **Honoraria**

- 9.6.1 An honorarium is paid where additional duties and responsibilities *outside of the substantive job description* have been exceptionally onerous, for example, where a specific piece of project work has been carried out in addition to the usual duties.
- 9.6.2 Where it is demonstrated that the additional duties are at a higher grade level, payment will be calculated based on the first spinal column point of the higher grade.
- 9.6.3 An honorarium is a one-off payment, paid after the additional work has been completed. Honoraria are not recurring payments, nor should they be paid in advance of any work done. If the full duties of a higher graded post are being undertaken, this should be recorded as an acting up arrangement and paid in accordance with Section 6.5.
- 9.6.4 The additional duties must be undertaken for a continuous period of at least four weeks. Honoraria should not be paid to cover periods of annual leave.
- 9.6.5 Staff who have a live disciplinary warning or whose performance is being managed will not normally be considered for payment of an honorarium.
- 9.6.6 Honoraria payments may be ceased for the same reasons as staff receiving an acting up allowance (as set out in Section 6.5).
- 9.6.7 Requests for payment of acting up allowances and honoraria are made through Oracle. Guidance can be found here - [Oracle Support Hub](#)

9.7 **First Aid Allowance**

- 9.7.1 Designated first aiders are paid £102 per annum/£8.50 per month.
- 9.7.2 First aiders must have completed the 1-day Emergency First Aid at work course. Applications to attend the training will be assessed by the Health and Safety Team to see if the work location needs additional first aiders.
- 9.7.3 Payment will be made for 3 years from the date staff have passed the course. Payment is automatically removed at the end of the period, unless it is confirmed that the training has been renewed.

9.8 **Driving for Work**

- 9.8.1 Staff that need to use a car for council business should sign up to the Car Share Service here – [Driving for work](#). The Council expects staff to use the most environmentally friendly form of transport available and discourages the use of cars.

9.8.2 Staff should use a Car Share Vehicle for business travel unless:

- Your journey requires the use of your own vehicle
- You need access to the Civic Centre at least three times a day
- You need to move heavy, bulky, or sensitive equipment/materials.

9.8.3 If you do need to use a personal vehicle on council business, you must have appropriate business insurance cover and approval from your line manager, and you will be reimbursed at the HMRC rate.

9.9 **Subsistence allowance**

9.9.1 For staff staying overnight on council duties there is a £15 allowance toward the cost of an evening meal (after 20:00 hours).

9.9.2 Managers have discretion within their budgets to cover the cost of staff attending conferences or service-related visits to other authorities.

9.9.3 Receipts should be provided for all subsistence claims.

9.10 **Sleeping in allowance**

9.10.1 Staff required to sleep in on the premises will receive an allowance agreed by the National Joint Council (currently £43.12 per night). This allowance covers the requirement to sleep in and up to 30 minutes call out per night, after which the additional hours provisions will apply.

9.10.2 The allowance is reviewed annually and increased in line with national pay awards.

9.11 **Market Supplements**

9.11.1 Market supplements are made by the Council where labour market conditions require such payments to be made to recruit and retain staff.

9.11.2 Market supplement payments are not a contractual right and can be withdrawn and/or varied by the Council dependent upon fluctuations in labour market conditions.

9.11.3 Market supplement payments are regularly reviewed. Payments will be made for a specified period not exceeding two years during which time reviews will be undertaken and the payment can be withdrawn or varied depending on the outcome of the review.

9.11.4 Staff will be given reasonable notice in writing of the withdrawal or any variation in the payment.

The arrangements for payment of market supplements are set out in the [Market Supplement Policy](#).

9.12 **Practice Educator payments**

9.12.1 Practice Educators (PEs) play a pivotal role in the development of Social Work Learners. Their involvement is essential to the quality of practice and the overall experience of student social workers, forming an integral part of the Social Work Learning culture within the organisation.

9.12.2 The Adult Social Care Department maintains a register of Qualified and Registered Social Workers who have achieved Practice Educator Professional Standards (PEPS) Levels 1 and 2. The PEPS framework supports the training of social workers who wish to mentor and assess students:

- PEPS 1: Prepares trainees for initial placements, focusing on the fundamentals of teaching and assessment.
- PEPS 2: Equips educators to manage complex cases, failing students, or those at the final stage of their training.

9.13 **Recruitment and Retention payments (Social Care)**

9.13.1 These payments are designed to support workforce stability, improve recruitment outcomes, and retain skilled professionals in hard-to-recruit roles.

9.13.2 Designated social care posts in Early Help & Social Care and Adults Social Care are entitled to receive a payment following successful recruitment (after completion of the probationary period) and an annual sum on the anniversary of their start date.

9.13.3 These payments are not contractual and are not pensionable.

9.14 **Public Holiday Pay**

Staff required to work on a public holiday will be paid for hours worked at plain time (in addition to the normal day's pay – equating to double time) PLUS they may take the equivalent time off in lieu at a later date. There is no grade restriction.

10.0 LEAVE

(Part 2, paragraph 7 of the Green Book)

10.1. **Annual leave**

The minimum paid annual leave entitlement is twenty-three days with a further three days after five years of continuous service. The entitlement as expressed applies to five day working patterns. For alternative working patterns an equivalent leave entitlement should be calculated.

10.1.1 The annual leave entitlement for all staff is shown in the table below:

Service	Days (full time staff)
Up to 5 years	27
After 5 years continuous LG service	31 days
After 10 years continuous LG service	33 days

10.1.2 The annual leave entitlement includes two extra statutory days to be taken as part of annual leave (by local agreement).

10.1.3 Annual leave entitlements for each year will run from the anniversary of an employee's start date and end on the day before the anniversary start date.

10.1.4 Staff who work part-time hours or compressed hours are entitled to the same leave entitlement as full-time staff, on a pro-rata basis. Their annual leave will be calculated in hours and when booking leave they should book the number of hours they would normally work for that day.

10.1.5 Casual or irregular hours workers have their annual leave paid as a proportion of their hourly rate.

10.1.6 For new staff, entitlement to annual leave will be pro-rata based on their start date.

10.1.7 If staff resign from the Council's service, their annual leave will be pro-rata based on their last day of service. Staff will be expected to take the full entitlement prior to leaving.

10.2 **Management of annual leave**

10.2.1 Staff should provide their team manager with details of the main periods of annual leave they wish to take during the year as soon as they are known. This will enable services to plan, allowing staff and teams greater flexibility to manage annual leave. Staff must agree leave dates reasonably in advance with their manager.

10.2.2 Managers and their teams must take responsibility to:

- Determine the minimum number of staff required to be at work at any one time so that adequate cover is always in place to ensure service delivery.
- Ensure that forward planning of annual leave works to the benefit of all team members and service delivery.
- Always give maximum notice of intended leave periods.

10.2.3 During periods where there is a high demand for annual leave, the team should meet and discuss everyone's leave requirement and agree by mutual consent where possible. If there is difficulty in reaching agreement consideration should be given to leave history, for example, has a team member had leave refused in the past; is it someone else's turn to take the period in question off this year. If a decision cannot be made, draw lots. The outcome of this will then become part of future considerations.

10.2.4 No holidays should be booked until leave has been granted.

10.3 **Carry-over of leave**

10.3.1 Whilst employees are encouraged to take their full leave entitlement during the leave year, an employee may carry forward up to 5 days of annual leave to the next leave year (pro-rata for part-time employees).

10.3.2 Subject to taking the statutory minimum leave of 20 days (excluding public holidays) and with the agreement of the Head of Service, in exceptional circumstances staff may request to carry over up to 10 days leave.

10.4 **Buying annual leave**

Staff can request to buy up to 5 days annual leave per annum. Requests must be made and approved by the line manager at least 3 months prior to the start date of their new leave year.

10.5 **Annual leave and sickness absence**

10.5.1 Leave may be requested and taken during periods of sickness in the usual way.

10.5.2 If staff become unwell during annual leave, they may reclaim it if they provide a fit note from a doctor, regardless of the number of days claimed and whether it is taken at home or abroad.

10.5.3 Staff continue to accrue annual leave during any period of sickness absence.

10.6 **Public Holidays**

Employees shall, irrespective of length of service, be entitled to a holiday with a normal day's pay for each of the statutory, general and public holidays as they occur, except in the case of part time and job share employees who shall receive payment in respect of public holiday's pro-rata.

Pay will be as set out in paragraph 9.14 above.

10.7 **Special Leave**

10.7.1 The Council acknowledges that occasionally staff will need to take time off to deal with emergencies and events outside of work. Staff are expected to use

annual leave or flexible working arrangements to attend to these; however, there will be instances where Special Leave will be granted to provide practical support.

10.7.2 Special Leave, with or without pay, should not normally exceed 10 days in any 12-month rolling period.

10.7.3 Special Leave is not an entitlement but a discretion that will be considered by line managers on the merits of each request, taking account of the needs of the service.

10.7.4 *Necessary paid time off will be granted to employees for the purpose of cancer screening.*

More information about Leave, including Special Leave can be found in the [Time Off Policy](#).

10.8 **Family Leave**

The Council's policy relating to family leave, for example, maternity, paternity, adoption leave, neonatal leave or carer's leave is committed to supporting employees with caring responsibilities, whether this is for a child or adult.

More information can be found in the [Family Leave Policy](#).

11.0 **SICKNESS SCHEME**

(Part 2, paragraph 10 and Part 3, paragraph 4 of the Green Book)

11.1 *The scheme is intended to supplement Statutory Sick Pay and Incapacity Benefit, Employment and Support Allowance or equivalent social security benefit so as to maintain normal pay during defined periods of absence on account of sickness, disease, accident or assault.*

11.2 *Absence in respect of normal sickness is entirely separate from absence through industrial disease, accident or assault arising out of or in the course of employment with the Council. Periods of absence in respect of one shall not be set off against the other for the purpose of calculating entitlements under the scheme.*

11.3 *Employees are entitled to receive sick pay for the following periods:*

<i>During 1st year of service</i>	<i>1 month's full pay and (after completing 4 months' service) 2 months' half pay</i>
<i>During 2nd year of service</i>	<i>2 months' full pay and 2 months' half pay</i>
<i>During 3rd year of service</i>	<i>4 months' full pay and 4 months' half pay</i>
<i>During 4th and 5th years of service</i>	<i>5 months' full pay and 5 months' half pay</i>
<i>After 5 years' service</i>	<i>6 months' full pay and 6 months' half pay</i>

The Council shall have discretion to extend the period of sick pay in exceptional cases.

- 11.4 *The period during which sick pay shall be paid, and the rate of sick pay, in respect of any period of absence shall be calculated by deducting from the employee's entitlement on the first day the aggregate of periods of paid absence during the twelve months immediately preceding the first day of absence.*
- 11.5 *In the case of full pay period's sick pay will be an amount which when added to Statutory Sick Pay and Incapacity Benefit, Employment and Support Allowance or equivalent social security benefit receivable will secure the equivalent of normal pay.*
- 11.6 *In the case of half pay periods sick pay will be an amount equal to half normal earnings plus an amount equivalent to Statutory Sick Pay and Incapacity Benefit, Employment and Support Allowance or equivalent social security benefit receivable, so long as the total sum does not exceed normal pay.*
- 11.7 *Normal pay includes all earnings that would be paid during a period of normal working, but excluding any payments not made on a regular basis.*
- 11.8 *The Employment and Support Allowance or equivalent social security benefits to be taken into account for the calculation of sick pay are those to which an employee is entitled on the basis that the employee has satisfied so far as is possible:*
- a) The conditions for the reporting of sickness as required by the Council*
 - b) the claiming of benefits*
 - c) the obligation to declare any entitlement to benefits and any subsequent changes in circumstances affecting such entitlement*
- 11.9 *An employee, who is prevented from attending work because of contact with infectious disease, as certified by a registered medical practitioner, shall be entitled to receive normal pay. The period of absence on this account shall not be reckoned against the employee's entitlements under this scheme.*
- 11.10 *If an employee abuses the sickness scheme or is absent on account of sickness due or attributable to deliberate conduct prejudicial to recovery or the employee's own misconduct or neglect or active participation in professional sport or injury while working in the employee's own time on their own account for private gain or for another employer sick pay may be suspended. The Council shall advise the employee of the grounds for suspension of sick pay and the employee shall have a right of appeal. Appeals of this nature are delegated to a senior officer. If the Council decides that the grounds were justified, then the employee shall forfeit the right to any further payment in respect of that period of absence. Repeated abuse of the sickness scheme should be dealt with under the disciplinary procedure.*

11.11 **Sickness management**

The Council is committed to the health, safety and wellbeing of all staff. It aims to encourage staff to maximise their attendance at work whilst recognising that, from time to time, staff may be unable to attend work due to ill health. Promoting a culture of attendance will encourage improved performance and the delivery of cost-effective services

The Managing Sickness in the Workplace Policy and Procedure can be found [here](#).

12.0 FLEXIBLE WORKING

12.1 Whether you need to adjust your hours for family responsibilities, health reasons, or simply to improve your work-life balance, we have several flexible working arrangements available.

12.2 Flexible working refers to how many hours you work, when you start or finish work, the days you work or where you work from.

12.3 Our [Flexible Working policy](#) is designed to support you in finding the best way to work that suits your needs, while ensuring that we continue to deliver the highest quality services to our residents.

13.0 MANAGING CHANGE

13.1 At times it is necessary and appropriate to review organisational structures within the Council to ensure they remain up to date and appropriate, provide value for money and deliver excellent quality services.

13.2 Brent is committed to ensuring that its organisational structure delivers cost-effective and high performing services. The Council's structure may change and new ways may be introduced.

13.3 Staff may need to perform new tasks, work different hours in different locations and embrace other changes to their roles. The Council is committed to following a fair and reasonable process during times of organisational change and will consult appropriately with its employees and recognised trade unions.

The Managing Change Policy and Procedure can be found [here](#).

14.0 CONTINUOUS SERVICE

(Part 2, paragraph 14 of the Green Book)

- 14.1 *For the purposes of entitlements regarding Annual Leave, the Occupational Sickness Scheme and the Occupational Maternity Scheme continuous service will include continuous previous service with any public authority to which the Redundancy Payments Modification Order (Local Government) 1999 applies.*
- 14.2 *Where an employee returns to local government service following a break for maternity reasons, or reasons concerned with caring for children or other dependants he or she will be entitled to have previous service taken into account in respect of the sickness and maternity schemes provided that the break in service does not exceed eight years and that no permanent paid full time employment has intervened. For the purpose of the calculation of entitlement to annual leave the eight years' time limit does not apply provided that no permanent full time employment has intervened.*
- 14.3 *Where an employee is transferred to an organisation not covered by the Redundancy Payments (Continuity of Employment in Local Government etc.) (Modification) Order 1999, continuity of service is protected under the TUPE regulations where there is a TUPE transfer. However, if that employee returns voluntarily to local government service continuity is broken. Where an employee returns in such circumstances, without a break between employments, all previous continuous service will be recognised for the purposes of the calculation of entitlements to annual leave, occupational maternity leave / pay and occupational sick pay. This is subject to the return to service being within five years of the original transfer.*

Note: This agreement applies to all employees who have returned to local government service since 1st April 1997 however the calculation of the resulting benefits, such as additional leave, will only take effect as and from 1st April 2002.

15.0 NOTICE PERIODS

(Part 2, paragraph 15 of the Green Book)

- 15.1 *Employees will be required to give notice that is equivalent to the normal period between salary payments, unless the contract of employment specifies a different period.*
- 15.2 The minimum notice period you need to give to terminate your employment is dependent on your grade:
- Up to Grade S02 – a minimum of 1 calendar month notice is required.
 - Grades PO1 - P08 – a minimum 2 calendar months' notice is required.
 - Hay grades – a minimum of 3 calendar months' notice is required.

15.3 The minimum notice that the Council will give to terminate your employment is dependent on your grade and length of service:

Grade	Years of service	Notice
Up to Grade SO2	1 – 4 years	A minimum of 1 calendar month
	5 – 12 years	A minimum of 1 week for each year to a maximum of 12 weeks
Grades PO1 – PO8	1 – 8 years	A minimum of 2 calendar months'
	9 12 years	A minimum of 1 week for each year to a maximum of 12 weeks
Hay grades	Any (after successful completion of probation)	A minimum of 3 months'

15.4 The Council may, at its sole discretion, elect to make a payment in lieu of notice or of any unexpired period of notice. For the avoidance of doubt, this right will apply whether the notice is given by you or by the Council. For these purposes, you agree that pay in lieu of notice will consist of your basic salary for the relevant notice period.

15.5 During any period of notice of termination, (whether given by the Council or by you) the Council may require you to take garden leave for all or part of the remaining period of your employment. If you are asked to take garden leave, you will continue to receive your full salary and any benefits but will be subject to specific rules determined by the Council.

16.0 OTHER KEY POLICIES

16.1 Probation

The Council is committed to creating a positive, inclusive, and supportive workplace where new colleagues are enabled to succeed, develop and feel a strong sense of belonging from the outset. The probation period provides a structured period for managers to assess, monitor and review performance while encouraging, supporting, and developing employees, enabling them to be successfully integrated into their role.

The probation policy can be found [here](#)

16.2 **Workplace Resolution**

16.2.1 The Council expects everyone to treat each other with respect. It recognises that on occasion staff may want to raise workplace issues with their line manager and we encourage all parties to resolve issues at the earliest opportunity and in an informal way if possible.

16.2.2 Direct communication and discussion is often the best way to deal with issues, supported if appropriate by mediation or facilitated discussions.

You can find the Workplace Resolution Policy [here](#)

16.3 **Disciplinary**

16.3.1 The Council sets high standards of conduct for staff. Managers are expected to set and maintain high standards of conduct in a transparent, fair and consistent way.

16.3.2 Where possible and appropriate, issues of misconduct will be dealt with through day-to-day management and informal procedures such as counselling and coaching.

16.3.3 Our standards of conduct apply both at work and outside of work where the council is or might be adversely impacted.

The Disciplinary Policy and Procedure can be found [here](#)

16.4 **Gifts and Hospitality**

16.4.1 The Council accepts that employees will be shown hospitality and be given gifts as an appreciation of their service from time to time. Our aim is to prevent corruption and to ensure that the acceptance or refusal of gifts is a transparent process.

16.4.2 The policy sets out clear advice in relation to the behaviour of all staff if they are offered gifts or hospitality and should be read in conjunction with the Council's Code of Conduct, the Disciplinary Policy and the Anti-fraud and Bribery Policy.

17.0 **OTHER IMPORTANT INFORMATION**

17.1 **Trade Union Membership and Facilities**

(Part 2, paragraph 18 of the Green Book)

17.1.2 Staff have the following rights in respect of trade union membership and activities:

- The right to be a member of such trade union as the employee may choose
- The right not to belong to a trade union
- The right where an employee is a member of one of the trade unions recognised by the Council for collective bargaining purposes, to take part in its activities at appropriate times, to seek election to office in the union.

17.1.3 The Council, as an employer, supports the process of collective bargaining in every way and believes in the principle of solving industrial relations' problems by discussion and agreement. For practical purposes, this can only be conducted by representatives of the employers and the employees.

17.1.4 If collective bargaining of this kind is to continue and improve to the benefit of both, it is essential that the employees' organisations should be fully representative. The Council is associated with other London Boroughs and represented by the Greater London Provincial Council (GLPC). It is equally sensible for employees to be in membership of a Trade Union representing them on the appropriate negotiating body and the Council encourages staff to do so. At a local level, the Trade Unions represented on the negotiating body for these terms and conditions are UNISON and GMB.

17.1.5 The Council provides *the recognised trade unions with facilities necessary to carry out their functions, including paid leave of absence to attend meetings concerned with the work of the NJC and Regional/Provincial Councils and the operation of a check off system whereby, with the consent of the individual, trade union dues are deducted from pay.*

17.2 Pensions

17.2.1 The Local Government Pension Scheme (LGPS) is a nationwide pension scheme for council employees. It provides a secure and valuable package of benefits for members and their dependents.

17.2.2 To join the LGPS, you need to be under the age of 75 and an employee of Brent Council.

17.2.3 New eligible employees, with a contract of three months or more, are automatically enrolled in the scheme on their first day of employment but you can opt out if you choose.

17.2.4 If your contract is for less than three months, or you are on a casual contract you can choose to join the scheme by filling out the [Pension starter form](#).

17.2.5 Our pensions are administered by LPP. To find out more, obtain the necessary forms or opt out, [visit the Brent Pension Portal](#).

17.2.6 Other pension schemes are available for Teachers and NHS staff.

17.3 **Smoke Free Brent**

17.3.1 Our aim to provide a working environment which is, as far as practicable, free from health associated with exposure to second-hand or passive smoking.

17.3.2 Smoking is not allowed at any time in any of Brent Council's buildings, in any temporary structures we control such as tents and marquees, in the grounds of our buildings or in the immediate vicinity, including any garden and external communal areas.

17.3.3 Additionally, smoking is not allowed in any vehicle owned or operated by the Council. This also includes privately owned vehicles used for work when there are passengers in the car. This applies even if the car is stationary.

18.0 **FURTHER INFORMATION AND ADVICE**

For further advice and guidance, please contact your [HR Business Partner](#).