



General Purposes Committee  
4<sup>th</sup> July 2013

**Report from Interim  
Operational Director, HR**

For Action

Wards affected:  
ALL

**Brent Hay Contract**

**1.0 Summary**

- 1.1 Last year the contract for staff on NJC terms and conditions was reviewed as part of the One Council Programmes Review of Employee Benefits. In January a new Brent Core Contract was introduced for this group of staff which made a number of changes to terms and conditions. At that time the Hay contract for senior managers was not looked at however it was recognised that the contract would need to be reviewed to bring it into line with the Brent Core Contract for reasons of consistency. With the senior management restructure taking place it is timely to review the Hay Contract. The revised contract is attached to this report (Appendix 1).
- 1.2 The report has been considered by CMT. CMT agreed the revised contract for the reasons set out in this report and the arrangements for implementation.

**2.0 Recommendations**

- 2.1 The Committee is asked to agree the proposed changes to the Hay Contract and that it be issued to all existing senior managers on Hay contracts and subsequent new appointments.

**3.0 Detail**

- 3.1 The Hay Contract has been reviewed by HR in consultation with Legal Services. The contract is out of date both in terms of its content and presentation. The contract has been revised to reflect the Brent Core Contract whilst retaining those terms and conditions which have always been recognised as specific to Hay graded posts. These include the 40 hour working week, 32 days annual leave and payment of increments on the anniversary date. The Disciplinary procedure will also remain unchanged. All other policies and procedures referred to in the contract are those which apply to all other Council staff which is consistent with the current Hay contract.

3.2 The Car loan Scheme also forms part of the Hay Contract. This Scheme has historical roots when the Council operated essential user car allowance arrangements. The essential user allowance was removed from Brent terms and conditions some time ago and all staff claimed a casual user rate where they were required to travel on Council business. Under the new Brent Core Contract car user reimbursement is now based on the HMRC mileage rates and there is no reference to the car loan scheme. It is therefore proposed to remove access to the Scheme from the contract and to cease the operation of the Scheme. Currently there are four people who have car loans three of whom work for BHP. The loan within the Council would continue until the loan expires and would not be renewed. This proposal is also in line with the Council's green agenda and reducing the Council's carbon foot print.

#### **4.0 Financial Implications**

4.1 There are no financial implications attached to the revisions to the contract. Savings arising from the removal of the car Loan Scheme cannot be quantified given there has been very little take up of car loans.

#### **5.0 Legal Implications**

5.1 The contract has been reviewed in consultation with Legal Services. The proposed changes are in line with the Brent Core Contract to ensure consistency whilst maintaining specific Hay terms and conditions which can be justified on business grounds. The different terms and conditions such as the 40 hour week are reflected in the remuneration arrangements for senior management posts.

#### **6.0 Diversity Implications**

6.1 The proposal to bring the Hay Contract into line with the Brent Core Contract provides a fair and consistent approach to terms and conditions across the Council.

#### **7.0 Staffing/Accommodation Implications (if appropriate)**

7.1 The revised Hay Contract will be issued to all exiting staff in receipt of the Hay Contract and new appointments and trade unions will be consulted.

#### **Background Papers**

Hay Contract

Brent Core Contract

Review of Employee Benefit papers

#### **Contact Officers**

Cara Davani

Operational Director, HR

## Statement of Written Particulars for Staff on Hay Terms and Conditions

### Part 1: Statement of Main Terms and Conditions of Employment

**Employer's Name:**  
London Borough Of Brent  
Brent Civic Centre  
Engineers Way  
Wembley  
HA9 0FJ

**Probationary Period** see Paragraph 6  
**Pay Intervals:** Monthly  
**Increment Due:** See Paragraph 8

**Employee's Name:**  
**Employee's Address:**

**Grade:**  
**Rate of Pay:** See Paragraph 7  
**Hours of Work:** 40 hours per week See Paragraph 10  
(Pro rata FTE fraction)

**Date of Commencement of Employment:**  
**Continuous Service Date:** See Paragraph 2  
**Job Title:**

**Contractual Allowance(s) payable:**

**Reporting Department:**  
**Unit:**  
**Place of Work:** See Paragraph 5  
(Civic Centre or other as required by the Service)

**Annual Leave Entitlement:** See Paragraph 11  
Pro Rata for part time hours

**Type of Contract:** Permanent  
**End date (for fixed term contract)**

**Notice Period:** See Paragraph 12

**Date Contract issued:** October 1<sup>st</sup> 2012

I have read, understood, accept and agree to abide by the terms of this Statement of Terms and Conditions of Employment, the Staff Handbook, Pension Starter Pack, and the Council's Code of Conduct (these documents are available on the intranet)

Signed:..... Print Name: .....

Dated:.....

**Please sign and return one copy to your line manager**

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Meeting  
Date

Version no.  
Date

## **Part 2: Statement of Main Terms and Conditions.**

Part 2 should be read in conjunction with Part 1 of this document.

### **1. Terms and Conditions of Employment**

During your employment with the Council your terms and conditions of employment will be in accordance with collective agreements negotiated from time to time by the National Joint Council for Local Government Services (NJC), set out in the Scheme of Conditions of Service (commonly known as the Green Book) and the Greater London Provincial Council (GLPC) as supplemented by local collective agreements reached with trade unions recognised by the Council or as superseded by local agreements and by the policies, procedure and rules of the Council.

### **2. Continuous Service**

Previous continuous service in local government and related bodies covered by the Redundancy Payments Modification Order (LG 1983) will be taken into account for the purposes of entitlement to annual leave, occupational sick pay, occupational maternity leave and periods of notice and redundancy, provided there is no break in service prior to your start date with this Council.

If you previously transferred under the Transfer of Undertakings (Protection of Employment) Regulations (TUPE) from a London Borough to an organisation that was not covered by the appropriate Modification Order, and there has been no break in service from that date to your commencement date with this Council, all previous continuous service will be recognised for the purposes of calculation of entitlements to annual leave, occupational maternity leave and pay and occupational sick pay and redundancy.

If you return to local government service following a break for maternity reasons or for reasons of caring for children or dependents, you will be entitled to have previous service taken into account in respect of the sickness and maternity schemes, provided that the break does not exceed eight years, and that no permanent paid full-time employment has intervened. For the purposes 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.

It is your responsibility to determine whether any previous service with other organisations will count as continuous.

### **3. Duties and Responsibilities**

Your duties are set out in your job description. The Council reserves the right to update your job description from time to time to reflect changes to the job. You will be consulted about any proposed changes.

The duties set out in your job description are not exclusive or exhaustive and the Council reserves the right upon reasonable notice to alter or vary job function or duties in accordance with your capabilities and the needs of the Council.

**4. First, Second and Subsequent Duty Appointments**

Generally, a First Duty Appointment relates to the first contract issued to you by the Council and often, but not always, represents the principal contract that exists between you and the Council. The First Duty contract is entirely separate from the Second and any subsequent Duty contract.

**5. Place of Work**

You will be based at the location shown in Part 1 of this document, or at another location as required.

The Council reserves the right to move you to an alternative location in a similar position within or outside the Borough, either on a temporary or permanent basis according to business demands.

**6. Probationary Service**

Your appointment is subject to satisfactory completion of a probationary period during which time your suitability for the post will be assessed. Normally the probationary period will be 26 weeks in length although it may be extended by a maximum of a further 13 weeks if the Council considers that special circumstances have made it impossible to make a proper assessment of you during the 26 week period. During the probationary period your employment may be terminated on one week's notice without recourse to the formal disciplinary or capability procedures should your conduct, attendance or work performance be unsatisfactory.

For newly qualified social workers, the Council's usual probationary policy does not apply. Newly qualified social workers are subject to a one year probationary period, during which time they must satisfactorily complete their ASYE (assessed and supported year in employment). Detailed guidelines adapted from the College of Social Workers are available from your line manager, on-line through Brent intranet/my employment or from Adult Social Services or Children's Social Care. The Council has a Probation Policy, on the intranet, which you may wish to familiarise yourself with.

**7. Rate of Pay**

You will be appointed to the Hay scale at **£(salary)** per annum inclusive within the salary range **Min Salary – Max Salary**. This is a locally agreed scale amended annually on 1st April in accordance with the Chief Officers pay award as determined by the Joint Negotiating Committee for Chief Officers of Local Authorities and as reviewed every three years by General Purposes Committee. (A copy of the Agreement can be inspected in the Human Resources Unit). Annual increments will be paid on the anniversary of your appointment subject to satisfactory service.

Current pay scales are available on the Council's intranet.

Every effort is made to ensure salary payments are correctly made, but mistakes may occasionally occur. You are required to draw any overpayment (including any overpayments in respect of annual leave taken in excess of your entitlement) to the attention of your manager as soon as you are aware that an overpayment may have occurred. Where overpayments have been made, the Council reserves the right to recover such payments by way of deduction in the following month(s) as required, including any notice period and the totality of any final payments that may be made.

## **8. Increments**

Subject to satisfactory service your salary will rise within the above grade by annual increments up to the maximum of the scale. If you are appointed between 1<sup>st</sup> April and 30<sup>th</sup> September your next increment will be paid on the 1<sup>st</sup> April the following year and if you are appointed between 1<sup>st</sup> October and 31<sup>st</sup> March your next increment will be paid after six months.

## **9. Pay Intervals**

You will be paid monthly by Bank Credit Transfer on the 15th of the month except where this falls on a Saturday or Sunday when payment will be made on the preceding Friday. You must always maintain a suitable bank or building society account into which your salary can be paid.

## **10. Hours of work**

Your normal weekly hours of work are set out in Part 1 of this document. The demands of the business necessitate the Council has a flexible approach to working arrangements. The arrangement of your times of duty will be related to the needs of the service and consideration may be given to the variation of your working hours.

Whilst your hours of work will normally be worked during Monday to Friday, your actual working week runs from Monday to Sunday and you may be required to work on any day in this span.

The Council operates a wide range of flexible working arrangements, your working hours or your eligibility to participate in these arrangements is with the agreement of your manager and subject to the Flexible working Procedure.

## **11. Annual leave entitlement**

Your annual leave entitlement is **32** working days (including 4 extra statutory days), plus leave on all recognised Public and Bank Holidays for England and Wales.

The leave year is from 1 April to the following 31 March. New entrants are entitled to annual leave proportionate to the completed months of service during the leave year of entry. Two weeks annual leave is allowed within the first 6 months of service.

If you have transferred from the service of one authority to another your entitlement for the current leave year is the balance of the leave entitlement from your previous authority.

You will be paid your full basic rate for all authorised absence on annual leave within this allowance. Employees who receive contractual regular payments for working arrangements other than normal office hours will be entitled to such payments during such leave.

Up to 5 days unspent annual leave may be carried forward to March of the next leave year.

Those employees leaving employment during the year are entitled to leave proportionate to the number of completed month's service during the year. If you have taken more leave than has accrued due, then the value of the excess leave will be a sum owed by you to the Council and may be recovered from your final salary.

## **12. Notice period**

- (a) Notice to terminate the contract shall be a minimum of three months on either side, with the exception of appointments subject to the completion of a probationary period (see clause 11 above).
- (b)
  - (i) If the contract is terminated by reason of redundancy and you are entitled by law to a redundancy payment, you will receive such redundancy payment as you are entitled to under the Council's policy at the date of termination.
  - (ii) If you have reached the relevant age at the time of such redundancy and qualify for a Local Government pension, the Council will offer you a pension under such Premature Retirement Scheme as may be in force at the time.

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.

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 you:-

- May not attend your place of work or any other premises of the Council without permission;
- May be asked to resign immediately from any offices you hold in the Council;

- May not be required to carry out duties during the remaining period of your employment;
- Must return to the Council all documents and other materials (including all confidential documents); and
- May not contact or attempt to contact any clients/customers of the Council without prior written permission of the Council.

### **13. Sickness absence and sick pay**

The provisions relating to sickness payments are contained in the 'Green Book', and on the intranet.

Your manager will let you know who you should contact when you are absent from work due to illness. This notification must be made before your normal starting time on your first day of absence and must include the reason for your absence and when your illness commenced. For absences up to and including 7 calendar days you are required to complete a self-certification form (obtainable on the intranet or from the Human Resources team in People and Development). For absence beyond 7 calendar days you are required to obtain a 'Fit Note' signed by a doctor. Saturdays and Sundays are deemed to be working days for this purpose. The Council reserves the right to withdraw or suspend the contractual sick pay scheme for Employees who are subject to the Disciplinary or Capability Procedures in certain circumstances when it is considered reasonable to do so. In the event that the contractual scheme is withdrawn then the Employee will continue to be entitled to Statutory Sick Pay

### **14. Pensions**

You will automatically be a member of the Local Government Pension Scheme if you are employed under a permanent contract or a fixed-term contract which is at least three months in length but you may exercise your option not to join. If your contract of employment is less than three months you will not automatically join the scheme but you may opt to join it if you so wish. Scheme benefits will accrue once you have 3 months' membership. A refund of contributions will be paid only if you make a written request, your scheme membership is less than three months and you have not transferred rights from another pension scheme. These provisions may be changed from time to time by the Government Department responsible for making regulations about the Local Government Pension Scheme. A contracting out Certificate is in force for the Local Government Pension Scheme.

### **15. Disciplinary Rules and Procedures**

A copy of the Disciplinary Policy is available from the Council's intranet or from your manager or the Human Resources Team in People and Development. The disciplinary rules and policy may be amended from time to time following consultation with the recognised trades unions. The Disciplinary Procedure is a policy document only and does not have contractual effect.

Under the existing procedure, an appeal against formal disciplinary action must be made to your Manager within 2 weeks of the date of the letter confirming the disciplinary action.

**16. Maternity Rights**

The rights of pregnant women in relation to leave and pay are in accordance with the NJC agreements and the Council's scheme. For more details refer to the Council's intranet or from the Human Resources Team.

The normal carry over arrangements apply to your annual leave whilst you are on Maternity Leave and any outstanding leave not taken during the leave year or in accordance with the carry over provisions will be lost. You may wish to consider taking any outstanding annual leave before the start of Maternity Leave if your anticipated date of return falls in the next leave year. Further advice and the policy can be obtained from the Human Resources Team.

**17. Capability**

Where a question of capability arises (i.e. poor work performance or unacceptable attendance), the procedure and possible outcomes will be as set out in the Capability Policy and Procedure; or the Attendance Management Procedure.

These policies are available on the Council's Intranet, from your manager or from the Human Resources Team in People and Development.

**18. Grievances**

In accordance with the People Strategy and the Council's Equal Opportunities Statement and relevant employment legislation, the Council does not tolerate or condone the unfair treatment of its employees. It will deal with incidents of unfair treatment effectively and fairly through the disciplinary or fairness at work policies.

If you have a grievance relating to your employment, you should discuss the matter initially with your line manager. It is in the interest of the Council and staff to resolve issues informally where possible, Informal resolution will therefore be encouraged in the first instance. Further information and the procedure to follow steps are set out in the Council's Grievance Policy.

This policy is available on the Council's Intranet or from your Human Resources Team.

**19. Trade union rights**

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

- the right to be a member of such a trade union as you may choose;
- the right not to belong to a trade union;

- the right where you are a member of a trade union to take part in its activities at the appropriate time and to seek election to office in the trade union and to hold office in the union.

This authority, as your employer, supports the system of collective bargaining in every way and believes in the principle of solving industrial relations problems by discussion and agreement.

For practical purposes, this can only be conducted by representatives of the employers and the employees. If collective bargaining of this kind is to continue and improve for the benefit of both, it is essential that the employees' organisations should be fully representative. Your authority is associated with other local authorities represented on the national and provincial Councils dealing with local authorities' services. It is equally sensible for you, too, to be in membership of a trade union representing you on the appropriate negotiating body, and you are encouraged to do so

For collective bargaining purposes the Council will only undertake to negotiate with the recognised trade unions.

## **20. Conduct and Declaration of Interests**

The Council expects all staff to maintain the highest standards of conduct. Employees are expected to abide by the Code of Conduct for employees, available on the intranet. In addition, the Council requires all employees to complete the declaration of interest form available in appendix A of the policy on the intranet <http://intranet.brent.gov.uk/myemployment.nsf/pages/LBB-755> and to update this declaration if and when changes occur. The form itself gives more detail.

## **21. Copyright / Intellectual Property Clause**

The Council shall be the legal and beneficial owner of the copyright in and all other rights to the results of the developments of and the application of all work produced by you during your period of employment with the Council.

You shall disclose to the Council full details of any Intellectual Property made or created by you during your employment (whether or not during office hours) save to the extent that such intellectual property relates to works of fiction or other works completed in your spare time not related to your employment or derived from information gained in the course of your employment (unless a written waiver has been granted in respect of such works), and you hereby assign to the Council, by way of assignment all intellectual property rights in that intellectual property.

## **22. Prior Agreement**

This agreement supersedes any previous agreement between the parties in relation to the matters dealt within it and represents the entire understanding between the parties.

## **23. Data Protection and Record Keeping**

You consent to the Council processing data relating to you for legal, personnel, administrative and management purposes and in particular to the processing of any sensitive personal data (as defined in the Data protection Act 1998) relating to you.

The Council may make such information available to those who provide products or services to the Council in relation to your employment with the Council (such as advisers and payroll administrators), regulatory authorities, potential or future employers, government or quasi-governmental organisations or the business in which you work.

**24. Confirmation of Accuracy of Recruitment Information**

By signing this statement of particulars you are confirming that to the best of your knowledge the information given by you in your application form as part of the recruitment process and in your medical questionnaire was and remains correct and that no relevant information was omitted or false information given. Failure to disclose relevant information or the provision of false information may result in disciplinary action being taken against you and, depending on the circumstances, may lead to your dismissal with or without notice.

**25. Variation to this Contract**

The Council reserves the right at its discretion to amend in whole or part any of the terms of the contract at its discretion after consultation with you. You will be given a copy of any amendment.

**26. Additional Clauses**

**Fixed Term (if applicable)**

This contract is for a fixed term of ..... yrs / mths, commencing on .....  
and ending on.....

**Disclosure Barring Service Checks (DBS) (only if applicable)**

If this position requires that post holders undertake a DBS disclosure prior to employment and every 3 years thereafter, the following will apply:

**Application of Existing Employees For A New DBS Disclosure**

At the end of the third year of your employment and every three years thereafter (or at such other times as the Council may require) you will be required to apply for an Enhanced Disclosure under Part 5 of the Police Act 1997 (as amended). In the event that **any such** Disclosure is not considered satisfactory by the Council the Council may terminate your employment either with or without notice depending on the circumstances of the case.

### **Duty of Existing Employees to Disclose Criminal Convictions**

You are required to disclose to your Strategic Director, or to such other officer as the Director may from time to time nominate, such details as the Director / nominated officer may require of any criminal conviction, caution or bind over which you receive during your employment with the Council. Failure to do so may result in disciplinary action being taken against you and, depending on the circumstances, may lead to your dismissal with or without notice.

### **Political restriction**

The Local Democracy, Economic Development and Construction Act 2009 imposes restrictions on political activities for certain categories of local government employees. It is considered that your post is politically restricted in accordance with the provisions of the above Act. Information for those employees to whom restrictions apply, together with information on their right of appeal against political restrictions is available from HR. See also [Political restrictions on local government employees](#) at <http://www.lge.gov.uk>.