

**National Joint Council for Local Government Service
Contract of Employment
City of Wolverhampton Council**

	Definition	Employees for the purposes of these Terms and Conditions are all employees on grade 11
1	Remuneration	<p>City of Wolverhampton Council will ensure that all posts are evaluated using the Job Allocation Scheme.</p> <p>The Job Allocation Scheme will determine the grade of the post. All posts evaluated at Grade 10 and above will be subject to Hay Evaluation.</p> <p>Increments shall be paid on 1st April each year until the maximum of the grade is reached.</p> <p>Employees with less than 6 months service on 1st April shall be granted their first increment 6 months after their appointment.</p> <p>Increments may be withheld following an adverse report on an employee. Any increment withheld may be paid subsequently if the employees work becomes satisfactory.</p> <p>Employees are paid monthly on 28th of each month, or working day prior, should the 28th fall on a weekend or bank holiday.</p> <p>Employees will be provided with an electronic payslip.</p>
2	Cost of Living Pay Rise	Pay will increase in line with nationally negotiated pay increases for local government employees as appropriate.
3	Pension Arrangements	All local government employees will be 'auto enrolled' into the Local Government Pension Scheme (LGPS).
4	Continuous Service	<p>If your continuous service includes work with an organisation covered by the Redundancy Payments (Local Government) (Modification) Orders (which covers local authorities and related bodies) this will be taken into account when calculating your entitlement to: sickness allowance, annual leave and notice period.</p> <p>With regard to redundancy entitlement the date used for calculating payments is details in the Pay and Conditions document.</p>
5	Car Mileage and Travel; Travel allowances	<p>All mileage payments will be consistent with the policy of the Council which will apply to all employees.</p> <p>Travel other than mileage will be reimbursed in accordance with the Code of Practice for Employees – Travel, Subsistence, Hospitality & Gifts.</p>
6	Overtime Payments	Overtime is paid at a rate of 1.25 Monday to Sunday in line with 5 out of 7 working for hours over 37 per week.

		<p>Overtime will only be paid to employees up to and including Pay Point 16.</p> <p>Employees on Pay Point 17 and above will not be entitled to receive overtime payments and will receive Toil (plain time) for hours worked over 37.</p> <p>Overtime cannot be paid as well as an allowance for the same period of work.</p>										
7	Shift Working	<p>Shift Working will be paid at the following rates:</p> <p>Alternating shift paid at 5% Rotating shift paid at 10% Split shift paid at 5%</p> <p>Shift Working payments will only be paid up employees on or below Pay Point 16.</p>										
8	Night Working	<p>Night work is paid at 10% enhancement for hours worked. The qualifying hours for Night Work are between 22.00 and 06.00 or any part thereof.</p>										
9	Sleep-In	<p>Sleep-In rate is paid at Green Book rate for Monday to Sunday inclusive.</p>										
10	Sick Pay	<p>Absence through sickness should be reported immediately to your direct line manager or designated proxy. On the 4th day of sickness you will need to contact your line manager or designated proxy to provide an update regarding your absence and your return to work. A fit note must be obtained if the absence continues for more than seven days. Your line manager needs to be kept informed of the situation and likely return date.</p> <p>Subject to eligibility, if you are absent from work owing to illness (including injury or other disability) you will be entitled to the following:</p> <table> <tr> <td>During first year of service and (after 4 months service)</td> <td>1 months full pay 2 months half pay</td> </tr> <tr> <td>During second year of service</td> <td>2 months full pay and 2 months half pay</td> </tr> <tr> <td>During third year of service and 4 months half pay</td> <td>4 months full pay</td> </tr> <tr> <td>During fourth and fifth years of service</td> <td>5 months full pay and 5 months half pay</td> </tr> <tr> <td>After fifth year of service</td> <td>6 months full pay and 6 months half pay</td> </tr> </table> <p>The provision of the above scheme also applies pro-rata to part-time and job share employees. Refer to the Management of Attendance Policy and Procedure and Employee Guidance.</p>	During first year of service and (after 4 months service)	1 months full pay 2 months half pay	During second year of service	2 months full pay and 2 months half pay	During third year of service and 4 months half pay	4 months full pay	During fourth and fifth years of service	5 months full pay and 5 months half pay	After fifth year of service	6 months full pay and 6 months half pay
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11	Hours of Work	<p>The standard working week is 37 hours. The working week of individual employees can be arranged over a 7 day period including weekends,</p>										

		<p>providing that the employees average core hours over a pre-determined reference period does not exceed 37 hours.</p> <p>Employees whose working day is longer than 6 hours must take a 30 minute rest break. Refer to the Working Hours Policy for further guidance.</p> <p>Your hours of work are detailed in the attached Pay and Conditions of Employment.</p>
12	Flexitime	<p>Employees working flexible hours may take up to one day's flexi-leave per 4 week period, provided that they have accumulated sufficient credit. Refer to the Working Hours Policy for further guidance.</p>
13	Annual Leave	<p>Leave entitlement varies according to length of continuous service and is based on the entitlement of a full-time employee working five days a week. City of Wolverhampton Council operate a personal leave year based on employees continuous service date.</p> <p>Less than 5 years Local Government Service - 26 days annual leave entitlement in days</p> <p>5 years continuous Local Government Service - 31 days annual leave entitlement in days</p> <p>10 years continuous Local Government Service - 33 days annual leave entitlement in days</p> <p>25 or more years - 35 days annual leave entitlement in days</p>
14	Bank Holidays	<p>Bank Holidays will be in addition to Annual Leave. There are 8 Bank Holidays or as determined by Government.</p> <p>Employees working a full-time, non-standard week (e.g. Wednesday to Sunday) are entitled to the same number of bank holidays as those working a full-time standard week (Monday to Friday).</p> <p>For part time employees, entitlement is pro-rata to the hours worked based on a full-time entitlement at 37 hours per week.</p> <p>In both instances, bank holiday entitlement will be added to an employee's annual leave entitlement. If the bank holiday falls on a working day, employees must book this day using their entitlement in the usual way. If the bank holiday falls on a non-working day, it can be taken at another mutually convenient time.</p> <p>Entitlement to bank holidays is not accrued as they occur but is pro-rata to completed service.</p>
15	Christmas Closure	<p>With the exception of "essential" and "emergency" services the period of Christmas closure will be fixed as the 3 days that fall between the Christmas and New Year Bank Holidays. The specified days will be determined by the Council on an annual basis taking into account the timing of the respective bank holidays from year to year. Employees in non "essential" or "emergency" services will be required use their existing annual leave entitlement and book annual leave in the normal way to cover the Christmas closure period.</p> <p>Employees who are required to provide "essential" or "emergency" services and work on the 3 days defined are not affected by the Christmas</p>

		Closure period and will continue to choose when they book their annual leave in the normal way.
16	Term Time Working	<p>Employees working term time contracts are not entitled to request annual leave during term time. Additional unpaid leave can be requested and granted at the managers discretion, subject to service need.</p> <p>Term Time employees working directly for a school or providing direct services to schools will not be subject to the mandatory unpaid leave entitlement. All other employees working term time contracts will be subject to the mandatory leave scheme as detailed in section 15.</p>
17	Car Parking	Car parking is not a right of employment and will be charged for in accordance with the prevailing policy unless usage criteria are met.
18	Subsistence Reimbursement	<p>For work undertaken outside of Wolverhampton, (breakfast, lunch, tea, dinner) reasonable expenses incurred in pursuit of Council business will be reimbursed up to the level defined in the Council scheme already in place. (Green Book Rates)</p> <p>All claims must be supported by receipts.</p> <p>Subsistence will not be reimbursed where activities are undertaken within Wolverhampton.</p>
19	Subsistence for Evening Meetings & Weekend Working	No expenses are payable for evening meetings or weekend working undertaken within Wolverhampton.
20	Standby and Callout	Generally senior managers would expect to receive urgent calls out of hours in relation to their business. The adhoc arrangements will be supported by a formal framework of standby and call out. All senior managers will be required to participate in a standby rota as determined by the Managing Director. No additional payment will be received for this. If a senior manager is called out or required to work from home then they will be entitled to claim time off in lieu equivalent to the time they have spent working. No payments will be made for call out or working at home in response to a standby mobilisation
21	Location of Employment	Location of employment will be within the City of Wolverhampton. Employees may be relocated anywhere within the City of Wolverhampton.
22	Probation	All new appointments will be subject to a probationary period as detailed in the Probation Policy. This includes employees appointed to posts within City of Wolverhampton Council or from other local authorities.
23	Performance Management - Professional Conversation Process	All employees are required to actively participate in the prevailing Professional Conversation Process.

24	Self Development & Team Development	Employees are required to participate in self development or team development activities as required by the Service.
25	Promoting the Council & Code of Conduct	Employees are required to ensure that they promote the best interests of City of Wolverhampton Council at all times. The Code of Conduct relating to all employees must be adhered to.
26	Telephone Allowance	No fixed line telephone allowances will be payable. If costs of calls are incurred in pursuit of Council business and a Council mobile phone is unable to be used then the costs will be reimbursed by the Council upon receipt of a suitable bill detailing the calls to be reimbursed.
27	Induction	Newly appointed employees will have an induction programme prepared for them and are required to fully participate in the requirements of that programme.
28	Job Descriptions	All employees will have a job description which outlines the key duties and responsibilities of the role or a generic job description for the role occupied.
29	Grievance	The Council's Grievance Policy and Procedures apply to all employees.
30	Disciplinary	The Council's Disciplinary Policy and Procedures apply to all employees.
31	Redeployment	If a post becomes at risk of redundancy the Council has a Redeployment Policy.
32	Redundancy	If a post is deemed as redundant, decisions will be in accordance with the Council's Redundancy Policy.
33	Retirement	Retirement is in accordance with relevant legislation.
34	Early Retirement	The Council has a policy and procedure for early retirement. Refer to the Retirement Policy for further guidance.
35	Notice Period	Employees are required to give minimum notice to terminate their employment with the Council. Notice periods are dependent upon grade as follows:- Up to Grade 5 1 month Grade 6 to 9 2 months Grade 10+ 3 months

		The Council will give a minimum of one weeks' notice if employment is to be terminated. This will increase by one week for each year of continuous service up to twelve weeks.
36	Criminal charges and convictions	<p>All employees are required to declare if, during their employment with the Council, they are subject to court action, receive a criminal conviction, caution, reprimand, final police warning or are charged with an offence. Consideration will then be given as to what effect this will have on an employee's suitability to undertake their role.</p> <p>If it subsequently comes to light that an employee has failed to disclose convictions, charges etc. they may be subject to disciplinary action which may place their employment at risk.</p>
37	Disclosure and Barring Service (DBS) checks	<p>If applicable to the post, satisfactory clearance from the Disclosure and Barring Service (DBS) will be required.</p> <p>If a post is 'exempt' from the Rehabilitation of Offenders Act 1974, employees are obliged to declare any criminal convictions, caution, reprimand or final warning issued by the police during the course of their employment with the Council. A criminal conviction, caution, reprimand or final warning from the police that has relevance to the post in terms of interaction with children or vulnerable adults, may lead to dismissal.</p>
38	Disclosure of Salary information	The Local Government Transparency Code 2014 and Accounts and Audit Regulations 2015 require the Council to publish information about employees whose annual remuneration is at least £50,000. This includes the number of employees whose remuneration in that year was at least £50,000, details of remuneration and job title, a list of responsibilities undertaken and details of bonuses and 'benefits in kind'.
39	Other Policies & Procedures	Other policies and procedures not covered within these terms and conditions of employment will default to the Council's general policies on the relevant subject.
40	Collective Agreement	Your employment is governed by a Collective Agreement between the Council and UNISON, Unite and GMB which is incorporated into your contract and may be amended from time to time. Any amendments to terms and conditions will be automatically incorporated into your contract of employment. A copy of the collective agreement is available on the HR intranet.
40	Changes to Terms & Conditions	The Council reserves the right to vary these terms and conditions of employment at its discretion in circumstances where such variation is in the interests of improving the efficiency of the organisation's business. Any changes to the terms and conditions of employment will be subject to consultation with recognised trade unions.
41	Note 1 Status of these Terms and Conditions of Employment	These Terms & Conditions of Employment supersede all other terms and conditions, collective agreements, custom and practice or historical agreements made between the Council and individual employees or representatives.