

City of Wolverhampton Council

Senior Management Terms and Conditions of Employment

	Definition	Senior Management for the purposes of these Terms and Conditions are the Chief Executive, Deputy Chief Executive, Directors, Deputy Directors and Lead Professionals.
1	Remuneration	<p>The Chief Executive will ensure that every senior management post is job evaluated using the Hay job evaluation system.</p> <p>The Hay job evaluation system will determine the grade of the post. The Chief Executive will determine the exact point within the grade for each senior manager upon appointment.</p> <p>There is no automatic incremental progression.</p> <p>Movement within grade is dependent on performance and will be dealt with by the Chief Executive.</p> <p>The Chief Executive will follow consideration of an SEB discussion on the performance of all Director, Lead Professional performance. The core consideration will be achievement of the individual objectives set in the individual Work Programme, overall performance and effectiveness as a team player.</p> <p>In the case of a Director, the Chief Executive may determine movement on the grounds of exceptional performance by that Director. This will be done in consultation with the Leader of the Council.</p> <p>In the case of the Chief Executive, the Leader of the Council may determine movement on the grounds of exceptional performance by the Chief Executive. This will be done in consultation with Cabinet Members.</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	Senior management pay will increase in line with nationally negotiated pay increases for local government employees as appropriate.
3	Pension Arrangements	All local government employees, including senior managers will be 'auto enrolled' into the Local Government Pension Scheme (LGPS).

4	Car Mileage and 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 on a “costs incurred” basis.</p>										
5	Overtime Payments	<p>No overtime is payable.</p>										
6	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 data-bbox="409 730 1937 1038"> <tr> <td data-bbox="409 730 1075 762">During first year of service</td> <td data-bbox="1099 730 1937 762">1 months full pay and (after 4 months service) 2 months half pay</td> </tr> <tr> <td data-bbox="409 799 1075 831">During second year of service</td> <td data-bbox="1099 799 1937 831">2 months full pay and 2 months half pay</td> </tr> <tr> <td data-bbox="409 868 1075 900">During third year of service</td> <td data-bbox="1099 868 1937 900">4 months full pay and 4 months half pay</td> </tr> <tr> <td data-bbox="409 936 1075 968">During fourth and fifth years of service</td> <td data-bbox="1099 936 1937 968">5 months full pay and 5 months half pay</td> </tr> <tr> <td data-bbox="409 1005 1075 1037">After fifth year of service</td> <td data-bbox="1099 1005 1937 1037">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	1 months full pay and (after 4 months service) 2 months half pay	During second year of service	2 months full pay and 2 months half pay	During third year of service	4 months full pay and 4 months half 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
During first year of service	1 months full pay and (after 4 months service) 2 months half pay											
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During fourth and fifth years of service	5 months full pay and 5 months half pay											
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7	Hours of Work	<p>Reasonable hours (including out of hours working) in accordance with the needs of the job and to ensure the Council’s business is efficiently discharged. Minimum 37 hours for full time post, pro-rata for Part-Time or Job Share. Senior Managers must ensure that they work within the Working Time Directive and other legislative requirements.</p>										

8	Flexitime	The Flexitime scheme (especially flexi leave) is not available to senior managers. However, flexible working is an important aspect of work life balance. Refer to the Flexible Working Policy for further guidance.
9	Annual Leave	The Annual Leave entitlement is 31 days. Additional 3 days for 10 years continuous Local Government Service.
10	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>
11	Mandatory Unpaid Leave	<p>Employees subject to the mandatory unpaid leave scheme will be required to take 3 days leave without pay, or pro rata equivalent for part time employees. This represents a pay deduction equivalent to 1.15% of gross salary, which will be deducted from salary in 12 equal amounts each month.</p> <p>With the exception of "essential" and "emergency" services the period of mandatory unpaid leave 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.</p> <p>Employees who are required to provide "essential" or "emergency" services and work on the 3 days defined will be provided with compensatory leave which reflects the pay deduction and is to be taken in agreement with their line manager.</p>
12	Car Parking	Car parking may be made available to senior managers if available on the same basis as it is to all other employees of the Council. This is not a right of employment and will be charged for in accordance with the prevailing policy unless usage criteria are met.

13	Relocation Expenses	On appointment relocation expenses may be payable where offered as part of the contract of employment. This will be at the level prescribed in the Council's policy and subject to revision as per the Council's policy. Reimbursement will be based on receipts only and completion of relevant claim form. No expenditure will be authorised without receipts. The scheme is subject to change if the Government or HMRC change the rules affecting such schemes.
14	Lodging Allowance	Where offered as part of the Contract of Employment, Lodging Allowance will be paid at £66.65 per week for a maximum of 39 weeks.
15	Council Business Expenses	<p>Reasonable expenses will be reimbursed where these are incurred on behalf of the Council. This includes business lunches and evening meal expenses if undertaken on behalf of the Council. If the expense is outside of the clearly defined Council scheme already in place (which can be the case for senior management expenses) then the Chief Executive (or appropriate Director) will determine what is reasonable.</p> <p>Any expenses deemed unreasonable by the Chief Executive (or appropriate Director) will not be reimbursed and therefore prior authorisation is essential.</p>
16	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.</p> <p>All claims must be supported by receipts.</p> <p>Subsistence will not be reimbursed where activities are undertaken within Wolverhampton.</p> <p>If the expense is outside of the clearly defined Council scheme already in place (which can sometimes be the case for senior management expenses) then the Chief Executive (or appropriate Director) will determine what is reasonable.</p> <p>Any expenses deemed unreasonable by the Chief Executive (or appropriate Director) will not be reimbursed.</p>
17	Subsistence for Evening Meetings & Weekend Working	No expenses are payable for evening meetings or weekend working undertaken within Wolverhampton.

18	Political Restriction	Many senior management posts are politically restricted by virtue of restrictions placed by statute. All posts covered by the Senior Management Terms and Conditions of Employment are politically restricted. Only posts that are classified as 'sensitive' under the regulations have the right to appeal against this.
19	Civil Emergency Resilience Breach	<p>Senior managers will be on the emergency standby rota and contact schedule and may be required to attend or support activity from home.</p> <p>In the case of a Civil Emergency or Resilience Breach the Strategic Executive Board will decide either at the beginning, during or after the event what arrangements will be (if any) for time off in lieu or payment for time worked with regard to senior managers.</p>
20	Standby and Callout for Senior Managers	<p>Generally senior managers would expect to receive urgent calls out of hours in relation to their business. This ad hoc arrangement will be supported by a formal framework of standby and call out.</p> <p>All senior managers will be required to participate in a standby rota as determined by the Chief Executive. No additional payment will be received for this.</p> <p>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.</p>
21	Location of Employment	Location of employment will be within Wolverhampton or outside of Wolverhampton as required by the Chief Executive. The location can change at the discretion of the Chief Executive. Reasonable notice will be given of such a change. No additional expenses or excess travel will be paid in these circumstances.
22	Probation	All new senior managers will be subject to 6 months' probation where an external appointment is made. Where an internal appointment is made and the new appointee is not already on senior management terms and conditions then the appointment will be subject to 6 months' probation.
23	Performance Management - Professional Conversation Process	Senior managers are required to actively participate in the prevailing Professional Conversation Process.
24	Performance Management & 1-1 Performance Monitoring	Senior managers are required to undertake the Professional Conversation Process with those who report to them as required by the prevailing system at any point in time.

		Senior managers are also required to undertake 1 to 1 performance monitoring (recorded with notes) at least once every month with those who report directly to them. Senior managers must ensure that 1-1 performance and development review monitoring is carried out for all in their business areas.
25	Self Development & Team Development	Senior managers are required to participate in self-development or team development activities as required by the Chief Executive or relevant Director.
26	Confidentiality	In line with the Constitution employees should ensure that confidentiality of information is maintained when required by the law and the Council. Employees must not use any information obtained in the course of their employment for personal gain or benefit, nor should they pass it on to others who might use it in such a way.
27	Promoting the Council & Code of Conduct	Senior managers 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.
28	Professional Fees	Individual professional subscriptions are not paid by the Council. However, if the senior manager is the lead professional in the Council and membership of the professional body is required by the corporate body then the Council will pay for membership. The requirement for the membership and the institute must be agreed by the Strategic Executive Board.
29	Mobile Phone	A mobile phone will be available if required by the business area. The prevailing scheme needs to be adhered to and all personal calls paid for in line with the provisions of any scheme in place.
30	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.
31	Induction	Newly appointed senior managers will have an induction programme prepared for them and are required to fully participate in the requirements of that programme.

32	Job Descriptions	Senior managers will have a job description which outlines the key strategic and service accountabilities of the role or a generic job description for the relevant role occupied.
33	Cover for Other Posts or Functions	Senior managers are required to cover for other service areas considered by the Chief Executive to be within their ability and range of responsibilities.
34	Directorate Assignment	All employees, including Senior Managers are appointed to a designated post in a designated directorate. The Directorate to which they are assigned may be changed at any time at the sole discretion of the Chief Executive.
35	Strategic Executive Board	Strategic Executive Board will normally consist of the Chief Executive and Directors. This may be changed at any time to include or exclude any senior managers of the Council at the sole discretion of the Chief Executive.
36	Grievance	Senior managers are subject to the Council's normal policy and procedures for grievances.
37	Disciplinary	With the exception of the Chief Executive (Head of Paid Service), the Monitoring Officer and the S151 Officer, all Directors, Deputy Directors and Lead Professionals will be subject to the Council's Disciplinary Procedures. A separate procedure exists for the Chief Executive (Head of Paid Service), The Monitoring Officer and the S151 Officer.
38	Redeployment	If a senior management post becomes at risk of redundancy the normal Council procedures for redeployment will apply.
39	Redundancy	If a senior management post is deemed as redundant decisions will be in accordance with the Council's normal policy and procedures.
40	Retirement	Normal retirement age for senior managers is in accordance with relevant legislation.
41	Early Retirement	Senior managers are subject to the Council's normal policy and procedures for early retirement. The Local Government Pension Scheme (LGPS) regulations also makes provision for non-enhanced retirement subject to the conditions of the scheme and approval, where necessary, of the Council or Councillors.

42	Whole Time Service	Senior managers must give their whole-time service to the Council. Any other interests must be approved in advance by the Chief Executive or relevant Director.
43	Notice Period	Senior managers are required to give 3 months if they wish to leave the Council's employment. The Council will give three months' notice if employment is to be terminated.
44	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>
45	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>
46	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.
47	Disclosure	<p>All Senior Managers salaries will need to be disclosed in the annual accounts and any other relevant form in line with regulations. 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'. Where a severance has taken place, this will also need to be disclosed in line with the above provisions.</p> <p>Employees whose salaries are £150,000 or more must also be identified by name.</p>
48	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.

49	Changes to Terms & Conditions	Any changes will be advised in writing and 12 weeks notice of variation given. Consultation will take place before any changes are formalised.
50	Note 1 Status of these Terms and Conditions of Employment	These Terms & Conditions of Employment for senior management supersede all other terms and conditions, collective agreements, custom and practice or historical agreements made between the Council and individual employees or their representatives.
51	Note 2 Allowances and Payments	No other allowances or payments will be made to senior managers other than those listed in this document, without the express permission of the Chief Executive or as changed by collective agreement or changes to these Terms and Conditions of Employment.