

WECA TERMS AND CONDITIONS - SUMMARY OF STATEMENT OF PARTICULARS

The aim of this document is to summarise Employee Terms and Conditions for the West of England Combined Authority's (WECA) employees, as fully defined within the Statement of Particulars.

1. PLACE OF WORK

Your normal place of work will be 70 Redcliff Street Bristol BS1 6AL. Employees may be required to change their base to any location within the geographic area of the Authority following a period of formal consultation.

2. TERMS AND CONDITIONS OF EMPLOYMENT

Your employment is subject to the terms and conditions of any local agreements or collective agreements negotiated by the National Joint Authority for Local Authorities Services and supplemented by the rules of the Authority and local collective agreements reached with trade unions recognised by the Authority

3. SALARY

Pay scales can be found on S:\14 HR Policies and forms\Pay

Part time employees will be paid pro rata the full-time salary. Pro rata calculation is:

$$\text{Full Time Salary} \times \text{Part -Time Hours} = \text{Annual salary}$$

Term time employees will be paid for the weeks actually worked, plus an allowance for leave.

Providing your service is satisfactory, and incremental progression is available, new starters or existing employees who have been appointed to a new higher-grade role will receive an increment (to the next point on the scale) on 1st April each year. If your appointment is between 1st October and 31st March, your first increment will be paid six months after your start date.

Please note, staff who have received an uplift in grade following a successful regrade process between 1st April and 30th September will receive the next increment (to the next point on the scale) on 1st April the following financial year. Employees who have received a regrade between 1st October and 31st March will not receive an increment the following financial year but the one after that. For example, if the regrade take effect in November 2021, the employee would move to the next increment on 1st April 2023.

How your salary is paid:

- You will be paid by credit transfer to your bank or building society on the 28th day of each calendar month.
- Your first month's salary and your final month's salary will be based on the actual number of days you have worked in the month. Your final salary will also be adjusted in relation to holidays, flexitime (if applicable), and any other benefits you may receive.
- We are required under Section 6 of the Audit Commission Act 1998 to participate in the National Fraud Initiative (NFI) data matching exercise. From time to time payroll data will be provided to the Audit Commission as part of the NFI and will be used for cross-system and cross authority comparison for the prevention and detection of fraud.
All new starters that commence at WECA from the 1st to the 15th of a month will be paid in the month they started, and then on the 28th day of each calendar month thereafter.

All new starters that commence at WECA from the 16th of the month onwards will be paid on the 28th day of the next month and will include any time worked during their starting month.

Over payments

All salary overpayments (including sick pay, overtime, basic salary, holiday entitlement and any statutory allowances) must be repaid in full.

- If you are an employee of the Authority, it will be recovered by deductions from salary.
- Where your contract of employment has terminated you must repay the overpayment immediately or within 28 days from being notified.

You should check your pay advice notice regularly to ensure that your pay is right. If you believe that you have been overpaid, you must contact Payroll immediately.

You are only entitled to the payments set out in your contract of employment or separately agreed by your manager with Payroll and must not use any overpayment for your benefit,

If the amounts in question are large, the Authority will endeavour to agree a suitable re-payment arrangement'

4. HOURS OF WORK

The Authority's normal working week is 37 hours.

The Authority's normal office hours are 8.30am to 5.00pm Monday to Thursday and 8.30 to 4.30 on Friday with one hour (unpaid) for lunch. However, working patterns will be determined by the needs of the service area which may change from time to time.

To calculate your Full Time Equivalent (FTE) this is your working hours / 37.

A standard working day is 7 hours 24 minutes.

5. ADDITIONAL HOURS

Staff at scp 29 and over

Employees will not normally be paid for hours worked in excess of 37 and should instead take time off in lieu by agreement with the line manager.

Any payment for overtime will be granted only where the appropriate Senior Manager has given express prior permission. Only complete half hours are recognised for these purposes.

Staff at scp 28 and under

Employees may be expected to work reasonable amounts of overtime. Employees must get prior permission from their line manager to work overtime and this is only granted in exceptional circumstances. If granted, overtime will be paid as shown below:

Hours	Payment
Hours between 22.00 hours & 06.00 hours Monday to Friday	time & one third
Hours between 06.00 & 22.00 on weekdays:	plain time
Hours between 06.00 & 22.00 on Saturdays:	Time & 27%
Hours between 22.00 & 24.00 on Saturday	time & a third
Hours between 00.00 & 24.00 on Sundays and Bank Holidays	time & a half

6. HOLIDAYS

The annual leave year runs from 1 April to 31 March and the entitlement for full time staff is as follows:

Employee Group	Annual Leave (working days)	Annual Leave (working days) after 5 years of continuous local government service	Public Holidays
Chief Executive Officer and Directors	31	31	8
All other WECA employees	26	31	8

Employees will be entitled to 8 paid Public Holidays in any full leave year:

New Year's Day	1 st January
Good Friday	April

Easter Monday	April
Early May Bank Holiday	May
Spring Bank holiday	May
Summer bank holiday	August
Christmas day	25 th December
Boxing day	26 th December

If a bank holiday is on a weekend, a 'substitute' weekday becomes a bank holiday, normally the following Monday.

Annual leave **and** bank holiday leave is applied pro rata according to the weekly hours worked.

Employees will be entitled to 8 paid Public Holidays in any full leave year:

New Year's Day	1 st January
Good Friday	April
Easter Monday	April
Early May Bank Holiday	May
Spring Bank holiday	May
Summer bank holiday	August
Christmas day	25 th December
Boxing day	26 th December

You may not carry forward leave from one year to the next other than in exceptional circumstances when a maximum of 5 days may be carried over at the discretion of your manager.

Any outstanding holidays should be taken before you leave the Authority. However, in exceptional circumstances and only with permission from your Manager, payment for outstanding holidays may be made. The entitlement is based on how much of the leave year you have worked. The Authority will also deduct money to account for any holiday you have taken in advance of entitlement.

Leave may only be taken with prior permission from your manager and is subject to operational requirements. Part-time and term time only staff are entitled to leave on the same scale but on a pro rata basis based on the number of days worked a week.

Full details for Annual leave can be found in the WECA Annual Leave Policy and Procedure.

7. PENSION

You will be enrolled into the Local Government Pension Scheme (LGPS) from the date on which you join the Authority. Full details of the LGPS are set out in the Pension Pack for New Members which can be found on the Avon Pension Fund website at: www.avonpensionfund.org.uk/joiningtheLGPS/default.htm

The amount you pay in contributions varies according to salary and the rates are available from the Avon Pension Fund website.

If you would like any further details of the scheme, please contact Avon Pension Fund, Lewis House, Manvers Street, Bath BA1 1JG or www.avonpensionfund.org.uk.

Inclusion in the scheme is automatic from the date of your employment unless you elect to opt out using the 'Opting-Out' form. This can be obtained by either contacting the Avon Pension Fund direct or downloading the form from the Avon Pension Fund website.

8. PROBATION

A new appointment is subject to an appraisal of an individual's suitability to the position during the first six months of employment. If, at the end of this period, your performance or conduct is not deemed satisfactory, this may be extended for a further period to be determined by your line manager. This will usually be no longer than 3 months, on the same terms. Please be aware, in exceptional circumstances, the probationary period may be extended further where suitability for the role is a concern, such as if a period of absence occurs during the extended monitoring period. An employee's employment may be terminated by either side by one week's notice during this period.

Full details for Probation can be found in the WECA Probation Policy and Procedure.

9. NOTICE

On completion of the probationary period, employees are required to give the notice as set out below:

Current Grade	Minimum Notice required to be given by Individual
Up to SCP 31	1 Month
SCP 32 - 54	2 Months
Head of Service +	3 Months

On completion of the probationary period, the minimum period of notice to be given by the Authority to terminate an employee's employment is as follows:

Period of employment	Minimum Notice given by employer
Up to 2 years	4 weeks
More than 2 years	4 weeks plus a week for each additional continuous year of employment up to a maximum of 12 weeks

The Authority reserves the right to make payment in lieu of notice.

Should employment be terminated as a result of gross misconduct, employees will not be entitled to notice or payment in lieu of notice.

WECA may terminate a fixed term contract of employment on one calendar months' written notice only for reason of misconduct, incapacity or the operational requirements of the WECA.

Should this fixed term contract be lawfully terminated prior to its expiry, the employee will have no claim for compensation or damages against the WECA.

10. SICKNESS ABSENCE

Sick pay entitlements during any absence due to sickness or injury are as set out in the NJC agreements. Currently these are

Service	Sick pay entitlement (Based on a rolling 12 month period)
During the first year of service	One month's full pay and, after 4 months' service, two months' half pay
During the second year of service	2 months' full pay and 2 months' half pay
During the 3rd year of service	4 months' full pay and 4 months' half pay
During the 4th and 5th years of service	5 months' full pay and 5 months' half pay
After 5 years' service	6 months' full pay and 6 months' half pay

Full details for sickness absence can be found in the WECA Supporting Attendance Policy and Procedure.

11. CONTINUOUS EMPLOYMENT

An employee's period of continuous service for statutory employment is provided within individual Statement of Particulars. Periods of service with other Local Authorities and related employers are allowed to count as continuous employment for specified purposes in the Scheme of Conditions of Service and other agreements.

12. MEMBERSHIP OF A TRADE UNION

West of England Combined Authority supports the system of collective bargaining and believes in solving industrial relations issues by discussion and agreement. Employees are encouraged to be a member of the Trade Union which represents at a local, provincial and national level. Employees have the right to join a trade union and to take part in its activities.

13. GRIEVANCE PROCEDURE

If you have a grievance relating to your employment, you should initially discuss the matter with your immediate supervisor.

14. GENERAL EMPLOYMENT AND PERFORMANCE STANDARDS & RULES OF CONDUCT & DISCIPLINARY PROCEDURES

You are required to comply with the Authority's Standing Orders, Policies and Procedures, its Employee Code of Conduct, the requirements of your particular job, the Disciplinary Rules and any other reasonable requirements. Failure to do so will render you liable for disciplinary action.

15. FAMILY FRIENDLY POLICIES

If you become a parent or take on the responsibility of caring for an adopted child or a dependent adult, then you have certain rights to leave and pay, which will depend on your length of service and other factors. Full details are available from your Line Manager.

16. HEALTH AND SAFETY AT WORK

Employees have a responsibility under the Health and safety at Work Act 1974 (as amended) to take reasonable steps to avoid injury to themselves or others whilst at work and to co-operate with the Authority in the discharge of its statutory duties. This includes reporting potential hazards, using or wearing any personal protective equipment provided and following reasonable instructions given in the interests of preserving health and safety. The Authority's no smoking policy applies to all staff.

17. CHANGES TO THE TERMS AND CONDITIONS OF EMPLOYMENT

Any variations or additions to these terms and conditions will be subject to individual discussion or negotiation/consultation through the collective bargaining process and as such will be incorporated into the employment contract.

18. ID

It is a condition of employment that employees display prominently the Authority ID whenever engaged on Authority Business.

19. DISCLOSURE OF CRIMINAL RECORD AND CONVICTIONS OR CAUTIONS DURING EMPLOYMENT

If your post is exempt from the provisions of the Rehabilitation of Offenders Act, this will have been explained during the recruitment process and in the offer of employment.

If you have failed to make a full and accurate disclosure, we retain the right to dismiss you with immediate effect.

You have a duty to inform your manager immediately of any police investigation of which you are the subject and/or any conviction, caution or other police or court sanction which has been imposed on you during the course of your employment. Consideration will be given to obtaining any appropriate new criminal records checks. Such action may not result in the termination of your employment as each case will be considered on its own merits. However, failure to notify the

appropriate person(s) of police or court action will be regarded as a disciplinary offence and may lead to dismissal.

20. DATA PROTECTION ACT 1998 & STAFF PRIVACY

The West of England Combined Authority processes data in accordance with Data Protection requirements. All staff can access a copy of our staff privacy notice through the internal Connect system.

By signing the employment contract below, staff consent to the West of England Combined Authority processing any personal data or sensitive information which is provided by the employee for the purposes of their employment. Staff are also consenting to the data and/or information being contained in, or accessed through, a computer database, which could include information about absences from work, including sickness absence, which ensures staff are paid correctly.

21 POLITICALLY RESTRICTED POSTS

The following post holders are politically restricted without rights of appeal for exemption to the local authority's standards committee (in England) or to the Independent Adjudicator to Local Authorities in Wales.

Specified posts:

- the Head of the Paid Service (HoPS) (s4 LGHA)
- the statutory chief officers, including the chief finance officer (s.151 LGA 1972)
- non-statutory chief officers (officers reporting to the HoPS excluding secretarial/clerical support staff)
- deputy chief officers (officers reporting to a Chief Officer excluding secretarial/clerical support staff)
- the monitoring officer (s 5 LGHA)
- Officers exercising delegated powers, i.e. persons whose posts are for the time being specified by the Authority in a list maintained in accordance with s 100G(2) of the LGA 1972 and Part I of the LGHA 1989
- assistants to political groups

'Sensitive' posts:

A sensitive post is one which meets one or both of the following duties-related criteria:

- giving advice on a regular basis to the Authority itself, to any committee or sub-committee of the Authority or to any joint committee on which the Authority are represented; or where the Authority is operating executive arrangements, to the executive of the Authority; to any committee of that executive; or to any member of that executive who is also a member of the Authority
- speaking on behalf of the Authority on a regular basis to journalists or broadcasters

Version Control:

Policy Version number	Author and job title	Date issued	Summary of changes made	Next review date
V2	Louise Holt, HR Advisor	11.04.2022	Changes to notice given for employees on Fixed Term Contacts	2023
V3	Louise Holt, HR Advisor	21.06.2022	Updated scale points under notice period to reflect 2021/2022 pay scales	2023
V4	Kerrie Jones HR Administrator	15/06/2023	Additions to section 8. Probation. Further detail added to possible outcomes of probationary period	2024
V5	Kerrie Jones HR Administrator	30/06/2023	Updated the annual leave to reflect addition day given to 24/25. Updating Address	2024
V6	Monica Ogborne, Senior HR BP	11/10/2023	Updated section 20 with Staff Privacy section following advice from Information Governance Officer	2024