

Worcester City Council

LOCAL CONDITIONS OF SERVICE 2019

Approved by Personnel & General Purposes Committee 12 December 2018

(Incorporating Collective Agreements 2012 & 2013)

(Supplementing the National Agreement)

MUSEUM & ART GALLERY
FOREGATE STREET
WORCESTER
WR1 1DT

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1. Scope

These local conditions of service apply to all employees of the Council.

Please refer to your line manager in the first instance or People Services if you require further clarification.

2. Change of Head Office Address

The Worcester City Council Head Office address changed from Orchard House, Farrier Street, Worcester, to Museum & Art Gallery (MAG), Foregate Street, Worcester WR1 1DT effective from 16 February 2015. All staff previously located at the Orchard House complex are contractually re-located to the Museum & Art Gallery (as their main base unless otherwise specified) from this date.

3. Pay and Deductions

1.1. Monthly Salaries - Pay Date

Payment of monthly salaries is made by credit transfer on the 21st day of each month unless that is a non-banking day in which case payment is made on the preceding banking day. Pay slips will normally be made available electronically through the Worklife system.

1.2. Operative Date - Salaries and Allowances

All resolutions affecting pay and allowances shall become operative from the first day of the month in which Council or Cabinet approval is obtained, unless a date is approved and appears in the minute of approval.

1.3. Advance Salary Payments

For employees who commence after the payroll cut-off in cases of extreme hardship, advance payment of two weeks basic pay can be made to new employees, on request, at the end of their first fortnight's employment and will be recovered from the first normal salary payment.

1.4. Basic pay (update from collective agreement 2012)

Following a deviation from the pay settlement's agreed by the NJC for Local Government Services, (detailed in Collective agreement 2012) with effect from the year commencing 1st April 2016, the Council will reiterate its long term commitment to national pay bargaining and return to paying the annual cost of living awards in accordance with the relevant national agreements.

1.5. Sick pay and Industrial Accident sick pay

Sick Pay: Subject to the maximum periods that an employee qualifies for sick pay in accordance with service provisions set out in the national agreement, contractual pay will be paid at the rate of 90% of normal salary, inclusive of Statutory Sick Pay (for any period defined as full pay in the national agreement). Periods of 'half pay' thereafter will be as set out in the national agreement and so Statutory Sick Pay will be paid in addition to half pay.

Industrial Accident Sick Pay: A temporary arrangement with the trade unions has been put in place to pay 100% sick pay to staff who are sick due to an accident at

work where the accident is fully reported on the day. This arrangement is subject to review and may be discontinued by the Council at some point in the future.

1.6. Car allowances

Staff using their own cars on business related travel will be paid a mileage allowance at the HMRC approved mileage rate (currently 45 pence per mile).

1.7. Working arrangements

Staff who are required to work additional hours beyond 37 per week will receive **overtime** payment at 'plain time' for such additional hours worked between Mondays and Saturdays, and 'time and a half' for such additional hours worked on Sundays or Public Holidays (see 4.2. Overtime' for eligibility).

Ordinarily, staff are not contractually obliged to work additional hours beyond their normal working hours. However, specified staff working within the refuse collection service will be contractually required, to make themselves available (unless they are absent on sick leave or annual leave), for a maximum of 20 days over any two year period, to undertake additional hours to '**catch up**' on collections following Christmas, Easter, other public holidays and periods where severe weather has prevented ordinary collection. In return for this contractual commitment, in addition to overtime pay, a payment of £240 per annum, to be paid monthly, will be made.

Where, as part of the normal working week, staff are required to work on Sundays or Public Holidays, such working hours will be paid at 'time and a half' (known as '**Enhanced' weekend working**'). Work at all other times, undertaken as part of the normal working week, will be paid at the normal hourly rate.

1.8. Standby & Call out – update from agreement effective 1.11.13

- a) Employees who may be required to be called out to work outside their normal working hours, may be put on standby and paid the agreed Standby rate (currently £100 per week).
- b) Apart from within the Strategic Housing Service where certain individuals are contractually required to be on call out as part of their Statutory role, other staff, if requested by their line manager, may volunteer to be called out.
- c) An employee who is paid standby is required to work if they are called out and any call out (including telephone work) will be paid at the following rate regardless of grade:
 - o Monday to Saturday - £10.14 per hour (wef 1.4.19 - linked to scp 7 of the NJC national pay spine)
 - o Sunday - £15.21 per hour
- d) The minimum call out payment will be 30 minutes (this means that if a call out lasts 10 minutes, 30 minutes may be claimed at the appropriate rate).
- e) An employee who is called out to work will be entitled to the daily rest periods detailed in the working time regulations (Currently if you are an adult worker you have the right to a break of at least 11 hours between working days. This means as an adult worker, if you finish work at 8.00 pm on Monday and normally start work at

6am you should not start work until 7.00 am on Tuesday, although you will be paid from your normal start time.)

1.9. NJC for craft workers

The City Council and the trade unions agree that the terms and conditions for the NJC for Craft Workers ('Red Book') will no longer be recognised and all such staff will be within the same terms and conditions of service as other staff, (the National Joint Council (NJC) for Local Government Services, save for such modifications contained within this agreement and any further local modifications that may be collectively agreed in the future).

1.10. Shift Allowance (update from collective agreement 2012)

With effect from 1st April 2014 and thereafter a shift allowance of 7% of basic salary, will be paid to staff who work on a shift pattern of two or more shifts where:

- the total period covered by the shifts is 11 hours or more
- there are at least four hours between the starting time of the earliest shift and the starting time of the latest shift
- at least half of the shifts on the rota have working hours outside the hours of 8.00am to 6.00pm
- there are at least 14 hours between the starting time of the earliest shift and the finishing time of the latest shift

1.11. Voluntary Deductions from Salary

The following voluntary deductions may, at the employee's request, be made from salary:

a) Orchard Healthcare (previously Worcester Hospital Contributors Association)

A scheme that provides certain financial benefits in the event of hospitalisation, dental and certain other forms of medical treatment is available. It is NOT a private health care scheme. Details may be obtained from People Services or the Intranet.

b) Trade Union Subscriptions

May only be deducted if at least 20 members of the same Union authorise deductions to be made.

c) Charitable Giving

A give as you earn scheme whereby employees may donate money to charities of their choice.

4. Working Hours/Arrangements and Overtime

1.12. Overtime

- a) All overtime (with the exception of emergency call outs) must be approved in advance by the appropriate line manager.
- b) Normally overtime is only payable to employees paid below SCP 26, i.e. those in receipt of a salary of SCP 25 or less.
- c) Wherever time off in lieu is granted as an alternative to payment for overtime, then

only the equivalent time off is allowed, i.e. there is no enhancement of time off in lieu.

- d) Employees paid SCP 26 or above, excluding Heads of Service, are only eligible for overtime in the following circumstances:
- i) For emergency call out outside normal working hours. (see 4.e for how this applies to employees subject to flexi-time working hours)
 - ii) When required to attend any meeting as part of their duties outside normal office hours and compensatory leave of absence in lieu is not granted.
 - iii) When required to work to maintain essential services outside normal working hours and the Head of Service has not granted equivalent time off in lieu - payable at plain time rate.
- a) In the case of employees subject to flexi-time working hours:
- i) The requirement that overtime working must be approved in advance is to be strictly observed and under no circumstances can 'excess' time worked as a result of flexible working hours rank for payment as overtime.
 - ii) Overtime is not payable in respect of work carried out between 7:00 a.m. and 7:00 p.m. unless
 - The prior approval of the appropriate Head of Service has been obtained.
 - The employee is at the maximum 'carry forward figure' of plus 20 hours, and
 - Copies of the relevant time sheets are submitted with the claim form.
- b) In the case of part-time and job share employees, payment at overtime rates may be made where they are required to attend any meeting as part of their duties outside their normal working hours and outside their flexible working hours provisions.
- c) It should be noted that the conditions of service provide that
- i) Extra time of less than half an hour on any day does not rank for overtime.
 - ii) Overtime is aggregated for each calendar month and only complete half hours paid for.

1.13. Extreme Weather Conditions

In the event of extreme weather conditions the Managing Director may decide that normal working hours may be suspended for the day, in which case all Heads of Service will be notified immediately. All employees who are at work when normal working is suspended shall record their normal working hours (e.g. 7 hours 24 minutes in the case of full time employees subject to flexible working hours) or the actual time worked, whichever is the greater. An employee who does not arrive at work at all in such extreme weather conditions shall be required to make up the shortfall in working hours by working additional hours at a later date, under the flexi-time working hours scheme or otherwise, or by taking annual or unpaid leave. At the discretion of the line manager, employees could work from home, if they have prior arrangements and equipment.

1.14. Major Emergency Plan

Employees listed in the Major Emergency Plan will be required to attend an emergency when called out if available. Payment will be made in accordance with the normal Council policy.

5. Leave

1.15. Annual Leave

- a) Annual leave entitlement will be 25 days (plus one 'fixed day' at Christmas) for all staff, or 30 days (plus one 'fixed day' at Christmas) where, at the start of the annual leave year, they have completed five years' continuous local government service.
- b) The City Council reserves the right to declare, no less than six months in advance, that all or part of its service will close for an additional day at Christmas / New Year, in which case one day will be deducted from affected employees' annual leave entitlement for the relevant year.
- c) Taking leave is part of maintaining a healthy work life balance and we would like all our employees to take their full entitlement each year. On rare occasions where this has not been possible, up to five days annual leave (pro rata for part time employees) may be carried over to the end of the first quarter of the individual leave year, for example for a leave year commencing on 1 June 2015 up to 5 days annual leave not taken by 31 May 2016 may be carried forward for up to three months until the end of August 2016, subject to the needs of the service and the approval of the Head of Service or their delegated line manager.
- d) Up to five days leave (pro rata for part time employees) may be brought forward from the new leave year to be used in an emergency, subject to the needs of the service and the approval of the appropriate line manager.

1.16. Buy More Leave

Employees may buy up to an additional 5 days annual leave (pro rata for part time) with effect from 1 April 2019. Further details can be found within the Buy More Leave Policy.

1.17. Fixed Christmas Holidays

The additional fixed day to be taken at Christmas will normally be as follows:

Christmas Day Falls On:	Christmas Holidays
Monday	Monday, Tuesday, Wednesday (25th-27th December)
Tuesday	Monday, Tuesday, Wednesday (24th-26th December)
Wednesday	Wednesday, Thursday, Friday (25th-27th December)
Thursday	Wednesday, Thursday, Friday (24th-26th December)
Friday	Friday, Monday Tuesday (25th, 28th, 29th December)
Saturday	Monday, Tuesday, Wednesday (27th-29th December)
Sunday	Monday, Tuesday, Wednesday (26th-28th December)

Special arrangements may need to be made where the establishment or employee does not conform to the usual Monday - Friday working arrangements.

A pro rata entitlement applies to part time employees.

Where an employee is required by the Council to work over this period, they may take this fixed day on a mutually convenient alternative date as soon as possible after this date.

1.18. Special Leave

a) With Pay

Heads of Service are authorised to grant, for any reason, a maximum of seven days special leave with pay in any year ending 31st March (any longer period is subject to the approval of the Personnel and General Purposes Committee. Specifically leave with pay is granted under this paragraph in the following cases:

- i) on polling day for an employee who is a candidate in a parliamentary, European or local election;
- ii) to enable employees to attend for interview for another appointment within local government;
- iii) on polling day for an employee required to undertake official duties on behalf of the Returning Officer or equivalent;
- iv) in respect of hospital, medical or dental appointments (see also Flexi time procedure). The seven days annual maximum mentioned above does not apply in these circumstances.
- v) in respect of family bereavement normally as follows:
 - a. A relative or partner who resided with the employee, or an employee's parent or guardian, son or daughter irrespective of where they resided - normally 3 days including the day of the funeral.
 - b. 1 day to attend the funeral of a grandparent, brother, sister, father-in-law, mother-in-law, son-in-law or daughter-in-law, or the equivalent if part of a common-law or same sex relationship (individual circumstances will be taken in account following discussions with the Head of People Services).

b) Victims of Domestic Abuse

In addition to the above special leave provisions an employee who is the victim of domestic abuse and decides to separate from the abuser may be granted up to 10 days paid leave by approval of the Head of People Services to assist with protecting themselves and their children and securing new accommodation.

c) Without Pay

Head of Services are authorised to grant any period appropriate to the circumstances of the case.

Emergency Leave

The appropriate line manager can approve either annual leave, flexitime leave or unpaid leave for instances such as childcare or eldercare needs, at short notice.

This will only be an ad hoc or emergency arrangement. Any longer term or regular requirements could be agreed under the flexible working policy or parental leave

1.19. Service in Non-Regular Forces

Head of Services may grant unpaid leave for up to two weeks for employees required to attend their Annual Training camp with the Reserve Forces, time off for Trade Union Activities, etc.

- a) Reasonable time off (with or without pay) to be granted by the Head of Service in accordance with the Code of Practice issued by the Advisory, Conciliation and Arbitration Service.
- b) For UNISON Branch Executive and GMB equivalent meetings, and for Joint Consultative Committee subject to the needs of the service, delegates are permitted to attend meetings and to claim the duration of the meeting, under the flexible hours arrangements, or as TOIL if not employed on flexible hours scheme.
- c) Leave with pay to be granted for two UNISON representatives to attend the UNISON Annual Conference and for one representative of other recognised unions to attend the Annual Conference.
- d) Reasonable time off to be granted to Safety Representatives by the Head of Service in accordance with the official Codes of Practice.

1.20. Jury Service

Any employee who receives a summons to serve on a jury must report the fact to the Head of Service who shall grant leave of absence unless exemption is secured.

The employee must claim the maximum allowance for loss of earnings to which he/she is entitled and this amount is deducted from full salary.

1.21. Time Off for Public Duties

Provided that the Head of Service has given approval, time off is granted as follows:

- a) Service as a Justice of the Peace (Magistrate)
Leave with pay.
- b) Other Public Duties (as defined in employment legislation)

Reasonable time off with pay subject to a maximum of 7 days in any year ending 31st March.

Public duties for this purpose include duties as:

- i) a Member of a local authority (including a Parish Council or a County Council established under the Local Government Act 1972);
- ii) a Member of any statutory tribunal;
- iii) a Member of a NHS body; and
- iv) a Governor of a grant-maintained school, higher education corporation, Academy or educational establishment maintained by a local education authority.

6. Benefits

1.22. Payment of Professional Subscriptions

Where it is a requirement of their job, specified in the person specification and agreed as such by their Head of Service, or in the case of Heads of Service or Directors, by their manager, an employee may be reimbursed 50% of the cost of the annual subscription to one professional association or institute.

1.23. Long Service Awards

An award of a gift of up to £250 (incl VAT) in value is made to employees after they have completed 25 years continuous service with Worcester City Council.

1.24. Injuries to Employees

a) Arising from Assault in the Course of Employment

In the event of permanent disablement or death arising from a violent or criminal assault suffered by the employee in the course or as a consequence of employment then payments in accordance with the national conditions of service are made. Details are available from People Services.

The Deputy Director, Governance is authorised to provide legal assistance and representation to any employee who is assaulted in the course of employment where the employee is unable or unwilling to obtain such assistance from a trade union. The Deputy Director, Governance must be satisfied that the case has a reasonable prospect of success and that there is no conflict between the Council's interests and the employee's interest.

b) Personal Accident Insurance

The Council has taken out an insurance policy whereby compensation may be paid in the event of an accident in the course of or travelling to and from work causing disablement or death. Details are available from People Services.

7. Leisure Opportunities

1.25. Concessionary Rates - Use of Sports Centre Facilities (A valid staff ID badge must be produced at the time of application)

All employees subject to the local conditions of service are entitled to use the facilities [listed below in the Membership Further Information section](#) at the following concessionary rates:-

Activity	Charge	Further Information
Fitness Introductions	Free	When available to the public
Booking Card	Free	Allows booking for courts and classes up to 10 days in advance
Membership	25% off the standard rate	'Connected' membership covers all 3 Worcester leisure centres (Perdiswell Leisure Centre Tel:

		01905 457189, St Johns Sports Centre Tel: 01905 429900 & Nunnery Wood Sports Complex Tel: 01905 357842) plus the Malvern sites (Splash Tel: 01684 893423 and the joint use facilities at Sport Martley Tel: 01886 888999 & Dyson Perrins Tel: 01684 572645)
Individual activities - Gym Sessions, Fitness Classes, Racket Sports, Athletics Track. Also includes non-sporting activities such as concerts etc.	25% off the standard rate	When available to the general public and excluding group activities such as the hire of the Sports Halls or All Weather Pitches.

1.26. Concessionary Rates – For Worcester Racecourse

Horse Race Meetings	50% off the standard charge	Tel: 01905 25364 for further details (Annual discount code required)
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1.27. Concessionary Rates – For Hire of Grass pitches

Hire of Grass Pitches (accredited City Council teams only)	50% off the standard charge	When available to the public
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1.28. Angling Permits - Pitchcroft

Employees are permitted to angle from the river bank at Pitchcroft in accordance with the scheme applicable to residents of the City.

Applications for permits, which will be granted free of charge, should be made to the Head of Operations. (Any licence required must still be obtained by the employee).

1.29. Conditions Relating to Concessionary Usage

- a) Once a booking card has been issued this should be presented on arrival at the reception desks of the leisure centres listed above and the staff will then swipe the card to record details of the activity undertaken. The system will automatically charge the discounted fee.
- b) When attending any other venue a valid staff ID badge must be produced in order to obtain the concession and use the facility. The ID badges contain a photo and are therefore non transferable, and can be obtained from People Services but must be surrendered on leaving the Council's employment.
- c) The right is reserved to withhold any available concession if any particular activity ceases to be viable.
- d) Employees only to benefit from the concession.
- e) Employees can book facilities 10 days in advance.

- f) The concessions apply to sporting, leisure or fitness facilities only. Concessions do not apply to goods, food and drink or other refreshments or to 'one off' concerts etc. where admittance is by ticket only.
- g) The concessions apply only to activities controlled by the Council or their appointed representatives, activities controlled by outside agencies are not included.
- h) This concessionary scheme is subject to review in consultation with the Unions.

8. General

1.30. Notice of Termination of Employment

The period of notice of leaving which an employee is required to give to the Council is as follows:-

Heads of Service and Directors	3 calendar months
Employees graded PTC up to but excluding Head of Service	2 calendar months
Others	1 calendar month

1.31. Private Work and Other Employment

Under the national conditions of service, an employee paid above SCP28 is prohibited from engaging in any other business or taking up any other additional appointment without the express consent of the Head of Service in consultation with Head of People Services. In addition to this national provision the following local conditions also apply, irrespective of grade.

- a) No employee may prepare plans or do any work for any development within the area of the authority (except where related to the employee's own property).
- b) No employee may do any work which might conflict with the Council's interests or the Working Time Directive.
- c) Lectures etc. during working hours may be undertaken at the Head of Service's discretion but any fees received are payable to the Council unless retention by the officer is specifically agreed by the Head of Service on consultation with the Head of People Services.
- d) Enrolment as a Retained Fire-fighter or Special Constable is generally permitted in the local emergency services but nevertheless each case is subject to the approval of the Personnel and General Purposes Committee.

1.32. Professional Indemnification

The Council will, subject to the exceptions set out below, indemnify its employees and former employees against claims made against them (including costs awarded) and will not itself make claims against them for any loss or damage (other than claims falling within the cover provided to its employees or former employees under any policy of insurance taken out by the Council or any motor vehicle insurance policy taken out by the employee) occasioned by neglect, act, error or omission

committed by the employees or former employees whilst acting in good faith and reasonably believing that they are acting in or about the pursuit of their duties on behalf of the Council and within the defined or assumed scope of their authority.

The Council will similarly indemnify its employees whilst properly engaged on work within the jurisdiction of another local government authority, government department or other body for whom they are authorised by the Council to do any work.

Exceptions - The indemnity will not extend to loss or damage directly or indirectly caused by or arising from:

- a) fraud, dishonesty or criminal offence on the part of the employee (except where the criminal offence is an offence under the provisions of the Health and Safety at Work Act 1974, or relevant statutory provisions within the meaning of the Act, in which case the indemnity will continue to apply);
- b) any neglect, error or omission by the employee other than acting in good faith and reasonably believing that he/she is acting in or about the pursuit of his/her duties and acting within the defined or assumed scope of his/her authority;
- c) liabilities imposed by the District Auditor and/or the Court under Section 161 of the Local Government Act 1972.

The indemnity will not apply if an employee or former employee, without the written authority of the Council, admits liability or negotiates a settlement of any claim falling within the scope of this resolution with a third party.

1.33. Sickness absence & third party recoverable damages

If sickness absence is caused by the actionable negligence of a third party in respect of which damages are recoverable then any sums paid by the Council shall constitute loans to that member of staff, who shall:

1. forthwith notify the Council of all the relevant circumstances and of any claim, compromise, settlement or judgment made or awarded in connection therewith;
2. if the Council requires a refund of such sums as the Council may determine, not exceeding whichever is the lower of:
 - i) the amount of damages recovered under any compromise, settlement or judgment; and
 - ii) the sums advanced in respect of the period of incapacity.