

**WRITTEN STATEMENT OF PARTICULARS OF TERMS AND CONDITIONS OF EMPLOYMENT in accordance with THE EMPLOYMENT RIGHTS ACT 1996**

1 Name of employee:

2 Name of employer:

3 Address of employer:

4 Place of work:

5 This Written Statement details the terms and particulars of your employment (which are required to be set out under the above Act) produced on **25<sup>th</sup> November 2022**.

6 You are employed in the service of this Authority and are liable to serve at any of the Authority's establishments and at other locations as directed in order for you to satisfactorily fulfil the duties attached to your post.

Your appointment is to the post of **Senior Duty Manager** at **level 7** effective from **1<sup>st</sup> December 2022**.

Your normal duties are set out in the job description, which reflects the position at the present time only. It is our practice to review and up-date all job descriptions periodically to ensure that they accurately reflect the job as it is performed and/or to incorporate whatever changes may be necessary.

Reviews will be carried out in consultation with you. It is the Council's aim to reach agreement on changes, but if agreement is not possible the Council reserves the right to insist on changes to your job description, which are commensurate with your grade, after consultation with you. All posts will be job evaluated, in line with the NJC JE scheme.

As a condition of your employment you may be required to undertake any other duties and responsibilities as reasonably appropriate in order for the post to be carried out effectively commensurate with your grade in the Council.

7 CONTINUOUS SERVICE

- a) Your employment with this Local Authority commenced on **1<sup>st</sup> September 2021** and your previous employment with the following other Local Authorities and related employers:  
Serco  
covered by the Redundancy Payments (Local Government) (Modification) Orders (which covers local authorities and related bodies) will be included in calculating your entitlement to:
- a redundancy payment
  - sickness payments
  - annual leave
  - maternity leave

Your continuous employment for the purpose of the above commenced on **1<sup>st</sup> February 2006**.

More details are available from the Human Resources Team.

8 TERMS AND CONDITIONS

Your terms and conditions of employment (including certain provisions relating to your working conditions) are covered by existing collective agreements negotiated and agreed with specified Trade Unions (see Paragraph 16 below), recognised by the Council for collective bargaining purposes in respect of the employment group to which you belong. These agreements are embodied in the Scheme of Conditions of Service of the National Joint Council for Local Government Services as supplemented by the Council's Local Conditions of Service. From time to time variations in your terms and conditions of employment will result from negotiations and agreement with the specified Union or Unions, and these will be separately notified to you or otherwise incorporated in the documents to which you have reference. The Council undertakes to ensure that future changes in these terms will be entered in these documents, or otherwise recorded for you to refer to, at the earliest opportunity or in any event within 28 days of the change.

## 9 SALARY

- i. Your current salary is £20,043.00 This will increase within the salary scale by increments to a maximum of £20,443.00 in accordance with the agreements relating to your grade.

Or, this is the maximum within the bandwidth.

Salary protection will be applied as per the change policy with protection of previous contractual pay (SCP 26 £30,451) for a period of 12 months and a further 12 months at 50 % protection.

Year 1 salary will be £27,986.36 (pro-rata)

Year 2 salary will be £26,419.36 (pro-rata)

Year 3 onwards will be £24,852.36

- ii. Your working week is one of 36.25 hours. Overtime (which is voluntary) is payable but only with the prior approval of your Chief Officer. Payment will be in accordance with the Scheme of Conditions of Service of the National Joint Council for Local Government Services.

iii. Your working arrangements are in accordance with the Councils' Flexitime Scheme - Monday to Friday each week. – only for Admin

- iv. You are paid monthly by credit transfer

## 10 AUTHORITY TO DEDUCT FROM SALARY

As a term of your employment, we reserve the right to make deductions from your salary (including salary, holiday pay, overtime payments, bonus payments, premium payments, sick pay and maternity pay) to cover any of the following owed to us:

- i. overpayments (made for any reason whatsoever) of remuneration, expenses or other emoluments made to you, or any other payment made to you in excess of your contractual entitlement or, in the case of expenses, the amount of reimbursement due to you,
- ii. any amounts owing to us in respect of the study leave and financial assistance scheme, the scheme of financial incentives to recruitment, the car loan scheme or the lease car scheme,

- iii. compensation where your employment has been terminated and the amount of annual leave which you have taken exceeds the amount to which you are entitled for the proportion of the leave year which you have worked,
- iv. any amounts owing to us for failure to give or serve notice.
- v. any amounts owing to us for unauthorised absence.
- vi. Amounts owing to us in respect of salary sacrifice or similar schemes.

When it is intended to make such deductions, you will be notified in advance and will be invited to make any representations you may wish about the matter. The deduction will normally be made on the next available pay day following the discovery of the overpayment. If the overpayment has taken place over a number of pay periods the deduction may, at our discretion, and in consultation with you, be spread over no more than the number of pay periods on which the overpayment was made.

This term of your employment is without prejudice to any deductions which may have to be made from your salary in accordance with a statutory requirement or court order, or which are made in consequence of a disciplinary decision against you, or which are in respect of any other contractual arrangement or arrangements authorised by you for the payment of sums to third parties, or in respect of any deductions because you took part in a strike or other industrial action.

## 11 SICKNESS, INJURY AND SICK PAY

Sick pay will be paid in accordance with the Scheme of Conditions of Service of the National Joint Council for Local Government Services.

Where absence due to sickness or injury occurs you should ensure that you follow the procedure for reporting absence, outlined within the attendance policy available on the Intranet.

## 12 ANNUAL LEAVE

The annual leave year runs from 1st April to 31st March. A maximum of 3 days leave can be carried forward to the next leave year.

All annual leave and statutory, general and public holidays are pro rata to the full time entitlements detailed below;

Your annual leave entitlement is **24 days**. Irrespective of length of service you are also entitled to leave with a normal day's pay for each of the statutory, general and public holidays as they occur. You are also entitled to 3 additional fixed days leave which is granted between the Christmas and New Year bank holidays. Employees who are employed within services which are open to the public during this period, may be required to work on a voluntary basis and will be reimbursed in line with local conditions of service.

The annual leave entitlement for employees leaving or joining the Council is proportionate to service during the leave year. If, when you leave the Council, annual leave taken exceeds entitlement, the money owing will be deducted from your final salary. Any outstanding annual leave should be taken before the last day of employment.

The Leave policy is available to you on the Intranet or from your line manager.

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## 13 NOTICE

You will be entitled to notice as follows:

- one month or more, but less than two years service - one week
- two years or more, but less than 12 years service - one week for each year of continuous employment
- 12 years service or more - 12 weeks

The minimum period of notice of termination of your employment which you are required to give is 1 month.

If you fail to give or serve the contractual period of notice, we will deduct an amount equivalent to the period of notice not served from any amount due to you (including salary, annual leave, over-time payments, premium payments, sick pay and maternity pay).

## 14 REDUNDANCY

The Employment Rights Act 1996 provides that an employee must have more than two years' continuous service with the same employer in order to qualify for a redundancy payment. The Council has exercised its discretion to calculate redundancy payments, on the basis of an employee's actual salary (as at the calculation date) opposed to the statutory maximum rate.

Redundant employees will receive two elements of their final pay:

- Normal pay up to the agreed leaving date
- A severance payment (where entitled) calculated in accordance with the statutory redundancy payment calculator which calculates the number of weeks of redundancy pay an individual is entitled to and this is multiplied by the employee's normal gross weekly pay (The amount of a week's pay is the amount you are entitled to under the terms of your contract of employment on the calculation date),. The first £30,000 of any severance payment is not subject to tax or National Insurance.

Further information on redundancy can be found in the Change Policy, available on the intranet.

## 15 PENSION

As an employee of Local Government you will be contractually enrolled into the Local Government Pension Scheme, administered locally by Lancashire County Council, unless you decide to opt out, which you can do by obtaining an opting out form from [www.yourpensionservice.org.uk](http://www.yourpensionservice.org.uk). Should you decide to opt out of the pension scheme, you have the right to rejoin the Local Government Pension Scheme at any time and membership would normally commence from the beginning of the next available pay period (subject to meeting the normal requirements for scheme membership).

You can also get further details regarding the Local Government Pension Scheme, including contribution rates and the associated benefits, at [www.yourpensionservice.org.uk](http://www.yourpensionservice.org.uk). It is our policy to set contribution rates as at 1 April each year and not to make any changes during the year. So even if your pensionable pay were to change during the year such that it fell into a different contribution band, your contribution rate would not change until re-assessment the following 1 April.

You will receive a form YPS1 (Member Enrolment Form) for you to complete and this form is particularly important if you have previous pension rights as from being eligible to join the Scheme you only have 12 months to transfer any previous pension rights. You will not be given the opportunity to transfer after this period. Anyone who opts out or stops making payments may be automatically enrolled back into a pension scheme at a later date (usually every three years).

If you decide to join the Scheme, Lancashire County Council will make certain decisions on your status in the Pension Scheme (such as deciding the pay on which Pension Scheme contributions is payable). If you are unhappy with any of these decisions, you have a right of appeal to the Appointed Person under the Scheme's Internal Dispute Resolution Procedure.

Further information on the Local Government Pension Scheme and the pension appeal procedure is available from Human Resources.

## 16 MEMBERSHIP OF A TRADE UNION

This Council, 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 of the employees. If collective bargaining of this kind is to continue and improve for the benefit of both, it is essential that Employees' Organisations should be fully represented on the National and Provincial Councils dealing with Local Authorities' Services. You are eligible to join a Trade Union if you so wish which will represent you on the appropriate negotiating body. Details of the specified Trade Unions on the appropriate negotiating body are available for you to refer to in the Human Resources Directorate.

## 17 GRIEVANCE PROCEDURE

If you have a grievance relating to your employment, this should be raised in the first instance informally with your line manager. The grievance procedure is available to you on the intranet which outlines the steps to be taken and to whom a grievance should be raised.

## 18 DISCIPLINARY PROCEDURE

The disciplinary procedure which applies to you is available to you on the Intranet. If you are dissatisfied with any disciplinary decision relating to you, you have a right of appeal in accordance with the authority's Conduct and Capability policy.

## 19 STANDING ORDERS AND FINANCIAL REGULATIONS

You must ensure that you comply with any relevant Council Standing Orders and/or Financial Regulations during your course of employment. The financial procedure rules are available to you on the Intranet.

## 20 DBS DISCLOSURE (IF APPLICABLE TO THE POST)

Any misrepresentation on a DBS Disclosure form will lead to the withdrawal of any offer of employment, this being terminated without any obligation of liability on the part of the employer other than for services rendered.

If a criminal record is gained during the term of employment (including actions taken outside the Authority) it will be necessary to assess the risk this may pose to the Council. If the action is deemed to have destroyed the employer's necessary relationship of trust and confidence with the employee or the actions pose any threat to the Authority, its work or reputation, people connected with the Council or members of the public, this may be grounds for dismissal.

21 OTHER CONDITIONS

Provisions relating to other conditions of employment are set out in the policies available on the Intranet.

Issued By: \_\_\_\_\_ Date: \_\_\_\_\_

I confirm that I have received this Statement of Particulars.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_