

**Committee:** Personnel Committee  
**Date:** Thursday 30 January 2014  
**Time:** 7.30 pm  
**Venue:** Bodicote House, Bodicote, Banbury, OX15 4AA

## Membership

<b>Councillor Lynn Pratt (Chairman)</b>	<b>Councillor Melanie Magee (Vice-Chairman)</b>
<b>Councillor Ken Atack</b>	<b>Councillor Ann Bonner</b>
<b>Councillor Norman Bolster</b>	<b>Councillor Mark Cherry</b>
<b>Councillor G A Reynolds</b>	<b>Councillor Alaric Rose</b>
<b>Councillor Lawrie Stratford</b>	<b>Councillor Rose Stratford</b>
<b>Councillor Lynda Thirzie Smart</b>	<b>Councillor Barry Wood</b>

## AGENDA

### 1. Apologies for Absence and Notification of Substitute Members

### 2. Declarations of Interest

Members are asked to declare any interest and the nature of that interest which they may have in any of the items under consideration at this meeting.

### 3. Petitions and Requests to Address the Meeting

The Chairman to report on any requests to submit petitions or to address the meeting.

### 4. Urgent Business

The Chairman to advise whether they have agreed to any item of urgent business being admitted to the agenda.

5. **Minutes** (Pages 1 - 4)

To confirm as a correct record the Minutes of the meeting of the Committee held on 11 December 2013.

6. **Chairman's Announcements**

To receive communications from the Chairman.

7. **Joint Honorarium Policy** (Pages 5 - 14)

Report of the Head of Transformation

**Purpose of Report**

To seek approval of the Council's Joint Honorarium Policy in Appendix 1.

**Recommendations**

The meeting is recommended;

1.1 To approve the new Joint Honorarium Policy (Appendix 1).

1.2 To agree to the implementation of the new joint policy with effect from 3 February 2014 subject to the Appointments and Personnel Committee at South Northamptonshire Council resolving in similar terms.

8. **Joint Fixed Term and Temporary Contracts Policy and Procedure** (Pages 15 - 36)

Report of Head of Transformation

**Purpose of Report**

To seek approval of the Council's Fixed Term and Temporary Contracts Policy and Procedure (Appendix 1) which is a joint policy and procedure with South Northamptonshire Council.

**Recommendations**

The meeting is recommended;

1.1 To approve the new Joint Fixed Term and Temporary Contracts Policy and Procedure (Appendix 1).

1.2 To agree the implementation of the new joint policy and procedure with effect from 3 February 2014, subject to the Appointments and Personnel Committee at South Northamptonshire Council resolving to similar effect

## **Pay Grades April 2013 - March 2014 - For Information**

**Councillors are requested to collect any post from their pigeon hole in the Members Room at the end of the meeting.**

### **Information about this Meeting**

#### **Apologies for Absence**

Apologies for absence should be notified to [democracy@cherwellandsouthnorthants.gov.uk](mailto:democracy@cherwellandsouthnorthants.gov.uk) or 01295 221589 prior to the start of the meeting.

#### **Declarations of Interest**

Members are asked to declare interests at item 2 on the agenda or if arriving after the start of the meeting, at the start of the relevant agenda item.

#### **Local Government and Finance Act 1992 – Budget Setting, Contracts & Supplementary Estimates**

Members are reminded that any member who is two months in arrears with Council Tax must declare the fact and may speak but not vote on any decision which involves budget setting, extending or agreeing contracts or incurring expenditure not provided for in the agreed budget for a given year and could affect calculations on the level of Council Tax.

#### **Evacuation Procedure**

When the continuous alarm sounds you must evacuate the building by the nearest available fire exit. Members and visitors should proceed to the car park as directed by Democratic Services staff and await further instructions.

#### **Access to Meetings**

If you have any special requirements (such as a large print version of these papers or special access facilities) please contact the officer named below, giving as much notice as possible before the meeting.

#### **Mobile Phones**

Please ensure that any device is switched to silent operation or switched off.

#### **Queries Regarding this Agenda**

Please contact Natasha Clark, Democratic and Elections  
[natasha.clark@cherwellandsouthnorthants.gov.uk](mailto:natasha.clark@cherwellandsouthnorthants.gov.uk), 01295 221589

**Sue Smith**  
**Chief Executive**

Published on Wednesday 22 January 2014

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# Agenda Item 5

## Cherwell District Council

### Personnel Committee

Minutes of a meeting of the Personnel Committee held at Bodicote House, Bodicote, Banbury, OX15 4AA, on 11 December 2013 at 6.30 pm

Present: Councillor Lynn Pratt (Chairman)

Councillor Ken Atack  
Councillor Ann Bonner  
Councillor Norman Bolster  
Councillor Mark Cherry  
Councillor G A Reynolds  
Councillor Alaric Rose  
Councillor Lynda Thirzie Smart  
Councillor Barry Wood

Apologies  
for  
absence: Councillor Melanie Magee  
Councillor Lawrie Stratford  
Councillor Rose Stratford

Officers: Jo Pitman, Head of Transformation  
Ed Potter, Head of Environmental Services  
Paula Goodwin, Human Resources and Organisational  
Development Manager  
Lesley Shore, HR Business Partner - Development and  
Bicester  
Claire Taylor, Corporate Performance Manager  
Denise Taylor, Corporate Accountant  
Mandy Targett, HR Business Partner for Resources  
Natasha Clark, Team Leader, Democratic and Elections  
Lesley Farrell, Assistant Democratic and Elections Officer

#### 22 **Declarations of Interest**

There were no declarations of interests.

#### 23 **Petitions and Requests to Address the Meeting**

There were no petitions or requests to address the meeting.

#### 24 **Urgent Business**

There were no matters of Urgent Business.

25 **Minutes**

The Minutes of the meeting held on 11 September 2013 were agreed as a correct record and signed by the Chairman.

26 **Chairman's Announcements**

The Chairman announced that there would be a special meeting of the committee on 30 January 2014 at 7.30pm.

27 **Staff Survey Results**

The Head of Transformation submitted a report on the Staff Survey Results.

In introducing the report, the Corporate Performance Manager explained that this was the first joint staff survey. The response rate for CDC had been 75% which was down slightly on previous responses. There were some positive results; line management and team working but also areas for improvement.

The Joint Management Team had reviewed the results twice and asked a Managers Group to draft an Action Plan. A staff suggestion scheme had also been launched.

In considering the report, Members commented that it was good practice to carry out staff surveys. Councillors were committed to ensuring CDC was a good employer and requested that the action plan be submitted to a future meeting.

**Resolved**

- (1) That the Staff Survey Results and the proposed approach to action planning be noted.
- (2) That the following issues be identified to be addressed through the action planning process: results relating to JMT and Councillors; job security and change management.

28 **Auto Enrolment into the Local Government Pension Scheme**

The Interim Head of Finance and Procurement and the Head of Transformation submitted a report on Auto Enrolment into the Local Government Pension Scheme.

The Corporate Accountant explained that the change was due to government legislation. Staff who opted-out of the Local Government Pension Scheme would be re-invited to join every three years. Staff would still be entitled to join the scheme at any time.

All Eligible Jobholders would be contacted with information about the scheme.

**Resolved**

- (1) That the implementation date of the 30 September 2017 for eligible employees be agreed instead of applying the current proposed date of 1 February 2014.

29 **Employment Statistics Second Quarter - July to September 2013**

The Human Resources Business Partner for Development and Bicester presented the report of the Head of Transformation which detailed the employment statistics, by Directorate, for information and monitoring purposes.

**Resolved**

- (1) That the contents of the report be noted.

30 **Exclusion of the Public and Press**

**Resolved**

That under Section 100A of the Local Government Act 1972, the public and press be excluded from the meeting for the following items of business on the grounds that, if the public and press were present, it would be likely that exempt information falling under the provisions of Paragraphs 1, 2, 3 and 4 would be disclosed to them, and that in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

31 **Business Case for Implementing Phase Two of a Shared Service for Environmental Services**

The Head of Environmental Services submitted an exempt report on the Business Case for Implementing Phase Two for a Shared Service for Environmental Services.

**Resolved**

- (1) That the consultation comments received during the consultation period 21 October to 8 November 2013 and responses be noted.
- (2) That the staffing aspects of the Business Case for implementing Phase Two for a Shared Service for Environmental Services be approved.
- (3) That authority be delegated to the Director of the Community and Environment in consultation with the Head of Environmental Services and Head of Transformation to implement the staffing aspects of the business case.

The meeting ended at 7.15 pm

Chairman:

Date:



## Cherwell District Council

### Personnel Committee

30 January 2014

<b>Joint Honorarium Policy</b>
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### Report of Head of Transformation

This report is public

#### **Purpose of report**

To seek approval of the Council's Joint Honorarium Policy in Appendix 1.

#### **1.0 Recommendations**

The meeting is recommended;

- 1.1 To approve the new Joint Honorarium Policy (Appendix 1).
- 1.2 To agree to the implementation of the new joint policy with effect from 3 February 2014 subject to the Appointments and Personnel Committee at South Northamptonshire Council resolving in similar terms.

#### **2.0 Introduction**

- 2.1 This policy will apply to all employees of Cherwell District and South Northamptonshire Councils. There will be situations where an employee may be requested to undertake some additional duties, or to cover the higher level work of an absent employee on sick leave or a vacant post on a temporary basis, such that some form of additional payment would be appropriate but would not necessarily justify a permanent adjustment to salary by means of a re-evaluation of their substantive post. These arrangements are detailed in Sections 5, 6 & 9 of this policy.
- 2.2 An Honorarium will only be paid where the interim arrangements last for a minimum of 4 weeks. They should be reviewed at the end of a six month period at the latest.

### **3.0 Report Details**

- 3.1 Any Honorarium must be approved following the Vacancy Assessment Process which is already in place at both Councils.
- 3.2 The payment of Honorariums applies in two different scenarios; firstly, where an employee is asked to act up to part of a job and secondly, where an employee is offered the opportunity to act up to the full range of duties at a higher grade.
- 3.3 For each case, there is a specific procedure which needs to be followed, set out in the policy. The guidance specifically relates to determining the honorarium payment and increment in each case.

### **4.0 Conclusion and Reasons for Recommendations**

- 4.1 This new policy will give clarity to the scenarios where the payment of an honorarium is appropriate and ensure that there is consistency in their adoption between both Councils.

### **5.0 Consultation**

- 5.1 Formal consultation with the recognised union and staff consultation group commenced on 9 December 2013 and ended on 6 January 2014. Meetings to receive any comments were held on Thursday 9 January and Thursday 16 January. One specific comment was recorded on the consultation log in relation to the policy.

### **6.0 Alternative Options and Reasons for Rejection**

- 6.1 The following alternative options have been identified and rejected for the reasons as set out below.

Option 1: If the policy in Appendix 1 is not approved then, the Council will not be able to offer development opportunities to staff to take on additional responsibilities and duties.

### **7.0 Implications**

#### **Financial and Resource Implications**

- 7.1 This policy provides a framework for the implementation of Honorariums for both Councils. The guidance for the approval and application of Honorariums should ensure that financial accountability measures are in place.

Comments checked by: Joanne Kaye, Interim Strategic Accountant, 01295 221545, joanne.kaye@cherwellandsouthnorthants.gov.uk

## Legal Implications

- 7.2 The main legislation which is referred to in this policy is the Equality Act 2010. It is important that Managers can demonstrate that a fair process has taken place to ensure that the most appropriate person is selected to undertake any of these special arrangements. It is also important that honoraria are implemented on a prospective, as opposed to retrospective, basis as legal difficulties can arise if an employee is paid an honorarium which is in effect a reward for past services rendered when there has been no prior contractual change to justify the payment.

Comments checked by Kevin Lane, Head of Law and Governance, Tel No. 03000030107, kevin.lane@cherwellandsouthnorthants.gov.uk

## Risk implications

- 7.3 Any risk in applying an honorarium would be mitigated by following the guidance in this document and seeking advice from the HR Team.

Comments checked by: Louise Tustian, Senior Performance and Improvement Officer, Tel. 01295 221786, louise.tustian2@cherwellandsouthnorthants.gov.uk

## 8.0 Decision Information

### Wards Affected

None

### Links to Corporate Plan and Policy Framework

Strategic Priority Enhance Performance and Key Objective Deliver the Council's Transformation programme.

### Lead Councillor

Councillor Barry Wood, Leader of the Council

## Document Information

Appendix No	Title
Appendix 1	Joint Honorarium Policy
Background Papers	
None	
Report Author	Gina Thomas, HR Business Partner Paula Goodwin, HR and OD Manager
Contact Information	01327 322328 gina.thomas@southnorthants.gov.uk 01295 221734 Paula.Goodwin@Cherwellandsouthnorthants.gov.uk

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## Appendix 1

### JOINT HONORARIUM POLICY

#### 1. INTRODUCTION

##### Scope

- 1.1 This policy will apply to all employees of South Northamptonshire and Cherwell District Councils including the Chief Executive and Joint Management Team. This policy will not apply to third party or partner organisations where employees are not employed directly by either Council.

#### 2. GUIDING PRINCIPLES

- 2.1 There will be situations where an employee may be requested to undertake some additional duties, or to cover the higher level work of an absent employee on sick leave, a vacant post or a period of maternity leave on a temporary basis, where some form of additional payment would be appropriate, but would not necessarily justify a permanent adjustment to salary by means of a re-evaluation of their substantive post. These arrangements are detailed in the following Sections of this policy;

**Section 5 – REALLOCATION OF DUTIES – SAME GRADE OR LOWER**

**Section 6 - AWARDING AN HONORARIUM – ACTING UP TO PART OF A JOB**

**Section 9 - AWARDING AN HONORARIUM - ACTING UP TO THE FULL RANGE OF DUTIES AT A HIGHER GRADE**

- 2.2 An Honorarium will only be paid in circumstances where the interim arrangements last for a minimum of 4 weeks. They should be reviewed at the end of a six month period at the latest.

#### 3. EQUALITY ACT

- 3.1 In the application of this policy, it is important that Managers are aware of the Councils' responsibilities under the Equality Act 2010. It is important that Managers can demonstrate that a fair process has taken place to ensure that the most appropriate person is selected to undertake any of these special arrangements.
- 3.2 Under the Equality Act 2010, Councils have a duty to create and publish a Single Equality Scheme which encompasses the above act and how we intend to meet all the requirements of these duties. The Single Equality Scheme is a three year plan and will be reviewed on an annual basis.

#### 4. SELECTION AND FORMAL APPROVAL PROCESS

- 4.1 Where there is more than one person who could be eligible for an honorarium then it is important that a fair selection process is undertaken.
- 4.2 Depending upon the scale of the arrangements required, an honorarium may be

awarded to individual employee(s) on a case by case basis taking account of the skills and experience required to undertake the additional work.

- 4.3 An 'acting-up' opportunity will in the first instance be ring-fenced to a specific team of employee(s) within the service depending upon the skills and experience available to undertake the required work. If the position is not filled following this process, it should be advertised more widely across both Councils.
- 4.4 The line manager should seek advice from an HR Business Partner when considering awarding an honorarium or implementing an 'acting-up' arrangement.
- 4.5 Formal approval of any honorarium or 'acting-up' arrangement must be sought from the relevant Head of Service and Director by completing the Contract Amendment Form in **Appendix 1** to request an Honorarium.

## **5. REALLOCATION OF DUTIES – SAME GRADE OR LOWER**

- 5.1 The first option is for an employee to be asked to undertake some different duties to their current job description in order to assist with a change of priorities or the reallocation of additional duties.
- 5.2 Where these additional duties are at the same grade or lower than the current grade of the employee, it would not be appropriate to pay the employee who is undertaking different duties any additional payment, since the work they are undertaking is at the same grade. This is deemed to be covered by the requirement to undertake any 'additional duties commensurate with the grade of the post' as referred to in the job description.
- 5.3 In this particular case where some different duties are being undertaken, it would be necessary for a discussion to take place between the manager and the employee regarding work priorities in order that the employee is able to work to an agreed level of efficiency within the standard working hours.
- 5.4 **Part-time workers**  
If the employee is currently working part-time then they may be agreeable to working some additional hours to take them up to full time working ie.37 hours per week. In such circumstances, payment for any additional hours worked would be paid at normal plain time rate.

## **6. AWARDING AN HONORARIUM – ACTING UP TO PART OF A JOB**

- 6.1 The second option is to ask an employee to cover part of the work of a colleague at a higher graded post (already determined through the JE process). In this case, it may be possible (following advice and agreement from the relevant Head of Service and HR Business Partner) to pay that employee an honorarium in recognition of the work which needs to be undertaken.
- 6.2 Alternatively, a manager may decide to share the honorarium amongst several employees.

## **7. DETERMINING THE HONORARIUM PAYMENT**

- 7.1 Where the grade of the post which is required to be covered has not been identified, this will be determined through the Job Evaluation process.

7.2 In determining the level of the honorarium payment, it is important for the line manager to be able to assess what percentage of the total job are the additional tasks which the employee is required to undertake. The calculation of the honorarium would be based upon broadly, 25%, 50% or 75% of the SNC point 1 or CDC point a on the new grade, depending upon the employer.

7.3 If the process outlined in Section 7.2 does not give the employee an increase in pay then they would move to the next point on the incremental scale.

8. Please refer to **Appendix 2** for the Calculation of the Honorarium or Acting-up payment.

## 9. **ACTING UP TO THE FULL RANGE OF DUTIES AT A HIGHER GRADE**

9.1 This is the third option and the advice and agreement of the relevant Head of Service and HR Business Partner must be sought in relation to this option. The payment must be calculated and applied as set out in **Appendix 2** of this policy.

## 10. **DETERMINING THE ACTING-UP PAYMENT**

10.1 When acting-up, the employee should receive no less than the equivalent of one full increment. In some cases, this will involve simply transferring to the grade of the higher post. For CDC employees, this would be to point a of the grade and for SNC, point 1 of the grade. If this is less than the value of one increment, then one further increment should be awarded.

## 11. **ACTING-UP PAYMENT AND INCREMENT**

11.1 This acting-up payment will be agreed between the manager and employee in advance and the arrangement will be reviewed within a maximum of 6 months. The employee will receive a letter setting out the arrangements for the acting-up period. The letter will also set out the terms and conditions of the acting-up post.

11.2 When the period of acting-up ceases, the individual will revert to his/her original grade and salary point, prior to the period of acting-up unless they received an increment during the period they were acting-up.

11.3 When an individual is entitled to an increment in accordance with the Employing Council's Pay Policy, whilst acting-up, the following will apply;

11.3.1 Salary progression will be based upon the salary and grade of their substantive post.

11.3.2 When the period of acting-up ceases, the individual will revert to their substantive grade, taking account of any incremental progression. This is calculated by taking their original salary point the day prior to the commencement of the acting-up and applying the increment (if applicable) in accordance with the Local Pay Policy.

## 12. **ACTING-UP PAYMENTS AND PERFORMANCE APPRAISAL SCHEME**

12.1 Where any of the above arrangements are put into place, there may be an impact upon the employee performance appraisal process. It is advisable to contact an HR Business Partner to seek advice and guidance on the implications of any of these arrangements upon the process.

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Issue 1: November 2013 (Joint Policy)  
Issue 2: December 2013 (Joint Policy)

## Appendix 1 – CONTRACT AMENDMENT FORM TO REQUEST AN HONORARIUM

(To be included)

### Appendix 2 - EXAMPLES

The following examples illustrate how this policy works in practice:

#### SNC Payscale example

2.1.1 An employee who is currently at SNC grade 6, point 3, is asked to 'act-up' into a post which has been evaluated as being on grade 5. The acting-up salary would be calculated as follows:

Current salary	-	Point 3 on grade 6 (currently £28,416pa)
Add one salary point	-	Point 4 on grade 6 (currently £29,451pa)
Bottom of new grade Nearest equivalent at no loss on grade 5	-	Point 1 on grade 5 (£29,040). This is less than the new salary including one increment. Point 2 on grade 5 (currently £30,198pa)

2.1.2 Where a percentage is being applied then this will need to be taken into account in the calculation of the agreed payment.

2.1.3 If the same employee was entitled to an increment whilst acting-up, then progression to SNC grade 5, point 3 would take place. This assumes that incremental pay progression is not in place at SNC.

2.1.4 When the same employee ceases acting-up after an increment has been applied, their salary on return to grade 6 would be calculated as follows:

Original salary point on substantive grade	-	Point 3 on grade 6
<i>Increment from a start point of Point 3 (normally effective from April)</i>	-	Point 4 on grade 6



## CDC Payscale example

2.2.1 An employee who is currently at CDC grade 7, point b is asked to 'act-up' into a post which has been evaluated as being on grade 8. The acting-up salary would be calculated as follows:

Current salary	-	Point b on grade 7 (currently £28,331.19 pa)
Add one salary point	-	Point c on grade 7 (currently £29,361.41 pa)
Bottom of new grade Nearest equivalent at no loss on grade 8	-	Point a on grade 8 (£31,421.86). This is more than the new salary

2.2.2 Where a percentage is being applied then this will need to be taken into account in the calculation of the agreed payment.

2.2.3 If the same employee was entitled to an increment whilst acting-up, then progression to point b on grade 8 would take place. This assumes that incremental pay progression has been applied at CDC.

2.2.4 Where an employee is currently on the top of the scale, they would move to the nearest point at no loss on the higher grade.

2.2.5 When the same employee ceases acting-up after an increment has been applied, their salary on return to grade 7 would be calculated as follows:

Original salary point on substantive grade	-	Point b on grade 7
<i>Increment from a start point of point c (normally effective from April) (Taking account of incremental pay progression.)</i>	-	Point c on grade 7

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## Cherwell District Council

### Personnel Committee

30 January 2014

<b>Joint Fixed Term and Temporary Contracts Policy and Procedure</b>
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### Report of Head of Transformation

This report is public

#### Purpose of report

To seek approval of the Council's Fixed Term and Temporary Contracts Policy and Procedure (Appendix 1), which is a joint policy and procedure with South Northamptonshire Council.

#### 1.0 Recommendations

The meeting is recommended;

- 1.1 To approve the new Joint Fixed Term and Temporary Contracts Policy and Procedure (Appendix 1).
- 1.2 To agree to the implementation of the new joint policy and procedure with effect from 3 February 2014, subject to the Appointments and Personnel Committee at South Northamptonshire Council resolving to similar effect.

#### 2.0 Introduction

2.1 This policy applies to all staff employed on fixed-term or temporary contracts at Cherwell District and South Northamptonshire Councils with the exception of:

- Apprentices and work experience students for no more than one year who are required to attend college as part of a higher education course.
- Agency workers who are employed directly by the temporary staffing agency and for whom there must be a distinctly separate employment relationship / Consultants engaged under a contract for services / Casual and staff bank
- JMT / Employees above Service Manager Level (JNC terms and conditions). A separate policy for JMT will be developed shortly.

## 3.0 Report Details

Responsibility for the application and operation of this Policy has been determined as follows:

### 3.1 JMT

- To act within the policy as Designated Officers to whom formal dismissal powers have been delegated, within the Councils' scheme of delegated authority.
- Ensuring effective implementation and awareness of the procedure.

### 3.2 Managers

- To be aware of their responsibilities as determined by the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002.
- To ensure there is a justifiable and demonstrable reason for appointing to a post on a fixed-term or temporary basis, and that this is fully explained during the recruitment process and in any subsequent correspondence relating to the post/contract.
- To ensure there is appropriate approval for recruiting to a post via the use of the Vacancy Assessment Form (VAF) i.e. there should be no recruitment to a fixed term or temporary post due to a permanent contract not being approved.
- To ensure that all fixed-term or temporary employees understand the nature of their contracts, and are consistently advised as to the likelihood of extension/renewal and the reasons for this, within the timescales outlined in this procedure.
- To liaise with employees, appropriate Trade Union representatives and relevant Human Resources staff as appropriate, regarding formal procedures and meeting arrangements.
- To provide written statements as may be required/requested by the employee, confirming the status of the fixed-term or temporary contract, and the reasons for any perceived less favourable treatment or the ending of a fixed-term or temporary contract.
- To ensure the dismissal process is followed when ceasing or not renewing a fixed-term or temporary contract.

### 3.3 Employees

- To ensure they have a clear understanding of the fixed-term or temporary nature of their employment, and reasons for this.
- To have no expectations that their employment will be extended or made permanent, unless they received formal, written clarification of this.
- To understand that they have no right to receive 'At Risk' status where their contract is reaching its fixed end date.
- To raise any issues relating to their fixed-term or temporary employment and any perceived less favourable treatment with their Manager at the earliest opportunity.
- To attend meetings as necessary in connection with their fixed-term or temporary contract, noting their right to be accompanied by a work colleague, or recognised Trade Union representation at any such meetings.

## **4.0 Conclusion and Reasons for Recommendations**

4.1 This policy is designed to reflect the Councils' wish to:

- treat all employees fairly and consistently, with due regard to statutory rights and obligations;
- recognise that anyone working for or on behalf of the Council, however briefly, is the responsibility of the Council;
- maintain a reasonable degree of central consistency, while recognising the need for individual Heads of Service to allocate resources within their own divisions to maintain and deliver services and respond to changing circumstances;
- minimise the risks arising from unintentional breaches of employment, discrimination, and equality legislation (and codes of practice), with the consequent costs to the Council financially, and in terms of reputation;
- deliver services in a cost effective way.

## **5.0 Consultation**

Formal consultation with the recognised union commenced on 9 December 2013 and ended on 6 January 2014. Meetings to receive any comments from UNISON and the Staff Consultation Group were held on Thursday 9 January and Thursday 16 January 2014. A meeting was held on Friday 10 January. One specific comment was recorded on the Consultation Log in relation to this policy and procedure.

## **6.0 Alternative Options and Reasons for Rejection**

6.1 The following alternative options have been identified and rejected for the reasons as set out below.

Option 1: If the policy in Appendix 1 is not approved then, the Council will not be able to offer the specific guidance to Managers which is required to meet the Council's legal obligations in relation to the management of employees on fixed term and temporary contracts.

## **7.0 Implications**

### **Financial and Resource Implications**

7.1 This policy provides a framework for the introduction and monitoring of fixed term and temporary contracts for employees at both Councils. The guidance for the approval, application and monitoring of such contracts should ensure that financial accountability measures are in place.

Comments checked by: Joanne Kaye, Interim Strategic Accountant, ext. 1545,  
Joanne.Kaye@cherwellandsouthnorthants.gov.uk

### **Legal Implications**

7.2 This policy refers to The Fixed-term Employees (Prevention of Less Favourable

Treatment Regulations 2002), which afford fixed-term or temporary employees important statutory rights that have an impact on the use of such contracts, in particular the right not to be treated less favourably than a comparable employee on a permanent contract in respect of pay, contractual terms and conditions save where objectively justified.

Comments checked by Kevin Lane, Head of Law and Governance, Tel No. 03000030107, kevin.lane@cherwellandsouthnorthants.gov.uk

### **Risk implications**

- 7.3 Any risk in the use of temporary or fixed term contracts would be mitigated by following the guidance in this document and seeking advice from the HR Team.

Comments checked by: Louise Tustian, Senior Performance and Improvement Officer, ext. 1786, Louise.Tustian2@CherwellandSouthnorthants.gov.uk

## **8.0 Decision Information**

### **Wards Affected**

None

### **Links to Corporate Plan and Policy Framework**

Strategic Priority Enhance Performance and Key Objective Deliver the Council's Transformation programme.

### **Lead Councillor**

Councillor Barry Wood, Leader of the Council

### **Document Information**

<b>Appendix No</b>	<b>Title</b>
Appendix 1	Fixed Term and Temporary Contracts Policy and Procedure
<b>Background Papers</b>	
None	
<b>Report Author</b>	Gina Thomas, HR Business Partner Paula Goodwin, Shared HR and OD Manager
<b>Contact Information</b>	01327 322328 gina.thomas@southnorthants.gov.uk Ext 1734 Paula.Goodwin@Cherwellandsouthnorthants.gov.uk



## APPENDIX 1

### FIXED-TERM AND TEMPORARY CONTRACTS

#### Joint Policy and Procedure

#### Scope of Policy

This policy applies to all staff employed on fixed-term or temporary contracts at South Northamptonshire Council and Cherwell District Council with the exception of:

- Apprentices
- Placement students – work experience students for no more than one year who are required to attend college as part of a higher education course
- Agency workers who are employed directly by the temporary staffing agency and for whom there must be a distinctly separate employment relationship \* / Consultants engaged under a contract for services / Casual and staff bank
- JMT / Employees above Service Manager Level (JNC terms and conditions).

A separate policy for JMT will be developed shortly.

#### Version Control

Version 1	Draft for Circulation to HR
Version 2	Draft for Wider consultation
Version 3	Draft for Committee Approval

## 1 Introduction

**This policy is designed to reflect the Councils' wish to:**

- treat all employees fairly and consistently, with due regard to statutory rights and obligations;
- recognise that anyone working for or on behalf of the Council, however briefly, is the responsibility of the Council;
- maintain a reasonable degree of central consistency, while recognising the need for individual Heads of Service to allocate resources within their own divisions to maintain and deliver services and respond to changing circumstances;
- minimise the risks arising from unintentional breaches of employment, discrimination, and equality legislation (and codes of practice), with the consequent costs to the Council financially, and in terms of reputation;
- deliver services in a cost effective way.

## 2 Definitions and differences between a Fixed-Term Contract and Temporary Contract

**A fixed-term contract will be issued to an employee when the end date or length of the contract is known.** The contract must state clearly the reason for the fixed-term status to establish those specific elements of the role which could attract a redundancy payment; or whether the role is to provide cover; backfill etc. which defines the objective justification.

**A temporary contract will be issued to an employee when the end date or length of the contract is unknown,** however, the contract will indicate the anticipated length of the contract. The contract should also state the reason for the temporary status.

### **Expiry of a Fixed Term Contract or Temporary Contract – Redundancy or “Some Other Substantial Reason”?**

When on a temporary or fixed-term contract for the following reasons the employee will be eligible to a redundancy payment upon the expiry of the contract, where they have more than 2 years continuous service\*:

- The completion of a specific task, such as project work that is dependent on external funding and the post will end once the funding ceases or no further funding can be found.
- The completion of a specific task which is then completed.
- The employee is recruited to provide additional staffing and the provision of services reduces or ceases.



In such cases, the reason for dismissal will be 'redundancy'. Conversely examples of when a fixed-term or temporary contract will be issued to employees where the reason for the dismissal will be for "some other substantial reason" include:

- Cover for adoption / maternity / parental leave.
- Cover for secondment of substantive post holder.
- Cover for long-term absence e.g. sickness.

In such cases, the employee is not normally eligible to receive a redundancy payment. N.B. Neither list is exhaustive.

Temporary or fixed term contracts must only be used for approved vacancies, and / or where consideration has been given to working with other partner organisations as an alternative to taking on additional employees; these contracts should not be used to cover for a post which is awaiting approval / funding.

\*continuous service is service that falls under the Local Government Modification Order and is therefore not limited to the employment of either SNC or CDC.

### **3 Background and Legal Context**

The Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002, afford fixed-term or temporary employees important statutory rights that have an impact on the use of such contracts, which include:

- The right not to be treated less favourably than a comparable employee on a permanent contract in respect of pay, contractual terms and conditions.
- The opportunity to receive training and not to be subjected to any other detriment on grounds of status as a fixed-term or temporary employee.
- The right to a statutory redundancy payment where the expiry [i.e. dismissal] of a fixed-term or temporary contract gives rise to a redundancy situation. This does not normally apply if the dismissal is for 'some other substantial reason' e.g. where the employee is brought in on a Fixed Term Contract to provide temporary cover, normally for less than 2 years.
- The right not to be selected for redundancy or be unfairly dismissed if the principal reason for the selection was because the employee is on a fixed term contract.
- Limiting the use of successive fixed-term contracts to no more than 4 years, after which a fixed-term or temporary contract should become permanent, unless the continued use of a fixed-term contract can be justified on objective grounds.
- The right to be informed and have access to information regarding permanent employment opportunities within the organisation.

However, where it is deemed appropriate, the Council will adjust terms and conditions providing they can be objectively justified but be in line with the guidance in the following paragraph 'Objective Justification.'

## **4 Objective Justification**

The Council reserves the right when applying the equal treatment requirement, to objectively justify different terms and conditions for employees on fixed-term or temporary contracts.

## **5 Key Principles**

An employee on a fixed-term contract should not expect their employment to last longer than the term of the first contract, and this should be made an explicit condition at recruitment, through the advertisement and interview process. Should the contract be ended early i.e. before the contracted length of time then a dismissal will occur and the relevant notice period will apply.

The amount of notice will be based on the grade for the job, and the length of continual service. This notice period can be varied by mutual agreement.

The employee on a fixed-term contract will normally have no right to receive 'At Risk' status when their contract is reaching its fixed end date.

This does not mean that the employee will not be able to apply for other positions, but they will not receive preferential status consideration i.e. 'At Risk' status at the end of their contract commensurate with other employees on the Redeployment (At Risk) Register.

The performance of employees on fixed term or temporary contracts will be managed in the same way as permanent employees, through all relevant HR policies e.g. probation, capability, discipline and grievance.

All other employee rights and benefits will apply as for permanent employees, particularly maternity leave; disability leave/adjustments; and any need to redeploy on the grounds of a specific medical condition. The employee will not be selected for redundancy if the principle reason for the selection is that the employee is on a fixed-term or temporary contract, however employees on a fixed term contract may form part of a pool for redundancy where all employees in the pool are undertaking the same work, and the reason for redundancy is an overall reduction in that work.

Whilst employees on fixed-term and temporary contracts do receive the same terms and conditions as comparable permanent employees, the objective justification for not giving 'At Risk' status is based on the legal duty the Council has to ensure that all permanent employees are afforded full employment protection i.e. receive 'At Risk' status, particularly in times of reorganisation, restructures and/or economic downturns.

There may be occasions (such as where a permanent employee is proposed to be dismissed on the grounds of redundancy but obtains a fixed-term position which is subsequently not renewed) that 'At Risk' status is given, even though the final reason for dismissal is "Some Other Substantial Reason" (SOSR).

N.B: An employee on a Fixed Term Contract who has 4 years or more continuous service will be entitled to the same protection afforded to permanent employees and automatically becomes a permanent employee on renewal of the contract unless the Council can an objective justification for this not to apply. This illustrates the importance of managing the fixed term contract properly.

## **6 Responsibilities**

Responsibility for the application and operation of this Policy has been determined as follows:

### **JMT**

- To act within the policy as Designated Officers to whom formal dismissal powers have been delegated, within the Councils' scheme of delegated authority.
- Ensuring effective implementation and awareness of the procedure.

### **Managers**

- To be aware of their responsibilities as determined by the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002.
- To ensure there is a justifiable and demonstrable reason for appointing to a post on a fixed-term or temporary basis, and that this is fully explained during the recruitment process and in any subsequent correspondence relating to the post/contract.
- To ensure there is appropriate approval for recruiting to a post via the use of the Vacancy Assessment Form (VAF) i.e. there should be no recruitment to a fixed term or temporary post due to a permanent contract not being approved.
- To ensure that all fixed-term or temporary employees understand the nature of their contracts, and are consistently advised as to the likelihood of extension/renewal and the reasons for this, within the timescales outlined in this procedure.
- To liaise with employees, appropriate Trade Union representatives and relevant Human Resources staff as appropriate, regarding formal procedures and meeting arrangements.
- To provide written statements as may be required/requested by the employee, confirming the status of the fixed-term or temporary contract, and the reasons for any perceived less favourable treatment or the ending of a fixed-term or temporary contract.
- To ensure the dismissal process is followed when ceasing or not renewing a fixed-term or temporary contract.

### **Employees**

- To ensure they have a clear understanding of the fixed-term or temporary nature of their employment, and reasons for this.
- To have no expectations that their employment will be extended or made permanent, unless they received formal, written clarification of this.
- To understand that they have no right to receive 'At Risk' status where their contract is reaching its fixed end date.
- To raise any issues relating to their fixed-term or temporary employment and any perceived less favourable treatment with their Manager at the earliest opportunity.
- To attend meetings as necessary in connection with their fixed-term or temporary contract, noting their right to be accompanied by a work colleague, or recognised Trade Union representation at any such meetings.

### **Further Information**

This policy links to and is part of the overall package of Council policies.

See also:

CDC/SNC Organisational Change Policy

Redundancy and Early Retirements

SNC Compensation for Early Termination of Employment Policy

## **Annex 1 – Procedure for utilising Fixed Term or Temporary Contracts**

### **Approval Process**

All requests for issuing or extending fixed-term or temporary contracts must be submitted to and approved through the Councils' Vacancy Assessment Form.

### **Advertising a Fixed Term or Temporary Contract**

When advertising a fixed term or temporary vacancy the advert must specify the length of the appointment (where this is known ) and the purpose of the contract. If there is a possibility of permanency or renewal on expiry of the period, this should also be included in the advert.

### **Filling a vacancy which an employee is covering on a fixed term or temporary basis**

Should a fixed-term or temporary post subsequently become available to fill on a permanent basis, those permanent staff on the redeployment Register will be given prior consideration for the vacancy.

If there are no permanent staff on the Redeployment Register, then the incumbent fixed term or temporary post-holder would normally be offered a permanent contract provided that the following conditions are met: .

- They have 12 months or more continuous service, and
- They were subject to an appropriate recruitment process (including a competitive interview) for that specific post at the outset and
- That the possibility of it becoming permanent was made clear during that recruitment process, and
- If the post-holder does not meet the above criteria, the post should be advertised in accordance with normal recruitment procedures. The manager should meet with the fixed-term or temporary employee to inform them that the post is due to be advertised, and if they are subsequently unsuccessful at interview, the dismissal process outlined below should be followed.

### **Fixed term or temporary employees applying for secondments**

Permanent staff on the Redeployment Register will be given prior consideration for secondment opportunities. Only in cases where there are no permanent staff available for secondment opportunities will fixed-term or temporary staff be considered.

In cases where a fixed-term or temporary employee applies for and is successful in obtaining a secondment opportunity and the fixed-term or temporary contract is due to expire before the end of the secondment.

The original manager should ensure that they meet with the individual in advance of the required contractual notice to bring their temporary/fixed term contract to an end and the seconding manager must create a new contract for the period of the secondment.

At the time that the original manager meets with the employee, they will also need to liaise with the secondment line manager who will be responsible for transferring the secondee onto a fixed-term contract for the remainder of the secondment period, where the secondment is a sideways move. Where the secondment is a promotional move discussions will need to be held with the HR Business Partner to discuss the employment implications such as suitable alternative employment.

When you are considering extending/renewing or ending a fixed-term or temporary contract early or on the due date, you are advised to discuss this at the earliest opportunity with the HR Business Partner.

### **Extension of a fixed term or temporary contract**

Where fixed-term or temporary contracts are extended, all continuous fixed-term or temporary periods of employment will count towards an employee's continuity of service.

It is important to be aware that any period of continuous employment under a fixed-term contract from 10 July 2002 will be taken into account when calculating the fixed-term employee's continuous employment.

Where an employee has been continuously employed under one or more fixed-term or temporary contracts for a period of four years, their contract will become permanent unless the employer can show that the use of a fixed-term contract is objectively justified.

The date that the fixed-term contract will become permanent is the latest of the two following dates:

- The date on which that contract was entered into or last renewed, or
- The date on which the employee acquired four year's continuous employment under fixed-term contracts.

In order to ensure that the extension or change in contract status is actioned the line manager must ensure that they complete and return a Contract Amendment Form to the HR Business Partner.

### **Termination of a Fixed Term or Temporary Contract**

The termination of a fixed-term or temporary contract, or non-renewal of a fixed-term or temporary contract beyond its expiry date is regarded as a dismissal (Employment Rights Act 1996, section 95 (1) (b)) and the procedure outlined below must be followed.

The reason for dismissal will be due to either:

- Redundancy e.g. where the requirement for the work to be undertaken has diminished or ceased.
- SOSR (Some Other Substantial Reason); e.g. where the requirement for the work to be undertaken has not reduced and the substantive post holder has returned to work or a permanent employee is recruited.

### **SOSR Dismissal: Examples of fixed-term or temporary employment ending on SOSR:**

In these cases the employee is not normally eligible for a redundancy payment.

A useful question to test which is applicable is to ask whether the termination of the contract is due to cessation of the work, or cessation of the need for that individual to carry out the work?

### **Redundancy Dismissal: Examples of fixed-term or temporary employment ending due to redundancy:**

- An employee recruited to carry out the completion of a specific task, such as project work that is dependent upon external funding and the post will end once the funding ceases or no more funding can be found.
- The completion of a specific task which is then completed.
- An employee is recruited to provide additional staffing and the provision of services then reduces or ceases.

### **Redundancy Payment**

Any employee who is dismissed on the grounds of redundancy by reason of the ending of their fixed-term or temporary contract will be entitled to a redundancy payment, providing they have at least 2 years continuous service with the Council or related employers as listed under the Redundancy Payments (Continuity of Employment in Local Government) (Modification) Order 1999 and subsequent amendments. Where a fixed-term or temporary contract is brought to an end earlier than the stated expiry date, the employee will be eligible to the appropriate notice, the length of which will be determined by their length of service.

### **Termination of Fixed Term or Temporary Contract - Process**

1. The line manager should on an on-going basis monitor the use of fixed-term or temporary contracts.
2. 4 months prior to the expiry of the contract the steps below must be followed. (4 months is used as the maximum where a notice period may be three months, as the notice falls within the period of the fixed term contract.) As a general rule, the meeting should be held within a month of the start of the notice period.

3. The Line Manager and Head of Service or more Senior Manager should notify the employee in writing that their fixed-term or temporary contract will not be renewed and as such will result in the termination of employment on the grounds of redundancy or SOSR, and invite the employee to a meeting as soon as possible. A template letter will be generated by HR to facilitate this.
4. This should be confirmed using the Standard End of Fixed Term Invite to Meeting letter (**Appendix 1**)
5. The employee should be given a minimum of 5 working days' notice of this meeting, and they have the right to be accompanied at the meeting by a recognised Trade Union Representative or work colleague.
6. The meeting should be held prior to the commencement of the required notice period to ensure that the appropriate notice is issued taking account of the employee's continuous service date.
7. Please contact the HR Business Partner if you require HR to be in attendance at the meeting, although this would not normally be necessary.
8. If the employee confirms that they understand that the fixed-term or temporary contract is due to end, and that they do not wish to attend the meeting, the End of Contract Letter can be issued by HR (**Appendix 2**).
9. If the employee confirms that they wish to attend the meeting, the following agenda is covered:
  - Confirm with the employee that the contract of employment is to expire, the date of expiry and that it will not be renewed.
  - Explain the reason for the non-renewal.
  - Confirm the dismissal, the reasons and the termination date. The dismissal will be on grounds of redundancy (with or without a payment) or SOSR.
  - If the employee is one of a pool of employees on fixed-term or temporary contracts from which selection for redundancy has to be made, the criteria that will be used to make this selection should be explained, as detailed in the Organisational Change Policy.
  - Check and confirm whether the employee is eligible for 'at risk' status seeking advice from HR.
  - Check that the individual is aware of how to access job vacancies within the Council i.e. via the Intranet. If the employee is unable to access these, they need to inform HR so alternative arrangements can be made.
  - Where an employee has been on fixed-term or temporary contract of 2 years or more and the reason for the dismissal is due to redundancy make them aware that they will be entitled to a redundancy payment. The line manager should contact HR who will obtain an estimate of redundancy costs from Payroll.



10. Following the meeting, HR should confirm the above in writing using **Appendix 3.**
11. If an extension or renewal of the contract is made, a standard contract amendment form should be completed by the line manager and a letter will then be issued by HR with an updated contract.
12. If the employee wishes to exercise their right of appeal they must do so within 10 working days of the date they were notified of the decision. Please refer to the following section on Appeals.
- 13 The line manager must ensure that they complete and return the relevant forms to HR in a timely manner.

## **Appeal Against the termination of a Fixed Term or Temporary Contract.**

Employees on fixed term or temporary contracts have the right of appeal against dismissal. This right of appeal should be notified to the employee at the meeting held to discuss the termination of the employment contract (if one is held) or within the letter confirming the dismissal.

The employee must write to the Shared HR and OD Manager within 10 working days of the confirmation of the termination of the contract, (i.e. the meeting or the subsequent confirmation letter) stating the reasons for their appeal on the pro-forma at **Appendix 4**. The Shared HR and OD Manager will then appoint an Investigating Officer to look into the grounds for the appeal. The Investigating Officer will compile a report for consideration, and following receipt of this report the Shared HR and OD Manager will make a determination on who should hear the appeal.

This will mirror the Appeal against Dismissal process within the Organisational Change Policy.

The Appeal Panel will normally consist of a Head of Service not involved in the original termination decision, the Shared HR and OD Manager and a Trade Union Representative. In the absence of any of the above, the Head of Transformation may determine an appropriate substitute.

The outcome from the Appeal process may result in any one or a combination of the resolutions below:

- That the dismissal stands.
- That the employee is re-instated into the original role or a suitable role equivalent to the one which is terminating.
- That a redundancy payment is made in line with the statutory requirement to pay redundancy.
- That the employee is placed on the 'At Risk' register during their notice period and receives preferential treatment for any other vacancy.

The decision of this Appeal Panel is final, and there is no further internal appeal after this stage.

**Appendix 1 - Notification of the end of a fixed term / temporary contract / Invitation to a meeting.**

Dear

End of fixed term / temporary contract

As you are aware, you are currently employed on a fixed-term contract on the condition that your employment will terminate when the [task/project/cover] is completed. The [task/project/cover] for which you were employed is set to be completed on [date].

If you wish, as part of the procedural arrangements for employees on temporary and fixed term contracts, you have the right to attend a meeting to discuss the end of your contract and opportunities to access other current vacancies within the Council.

A meeting has been provisionally arranged on (Day) at (Date) with (Name). You may bring a Trade Union representative or a work colleague with you if you wish.

If you do not wish to attend this meeting, please let me know by e mail, and I will arrange for the necessary notification letter confirming the end of your contract to be issued to you.

Yours sincerely

Line Manager

**Appendix 2 - Termination of a Fixed Term or Temporary Contract where no meeting has been held.**

Dear

End of temporary / fixed term contract

As you are aware, you are employed on a fixed-term contract on the condition that your employment will terminate when the [task/project/cover] is completed. The [task/project/cover] for which you are employed is set to be completed on [date].

Unfortunately the Council does not have any further work for you beyond that date and your employment will therefore end on [date].

You will be paid in the usual manner on [date] and a form P45 will be sent to you as soon as possible..

Please ensure you have taken the remainder of your annual leave before your departure, **OR** You have therefore taken **xx** days in excess of your entitlement so a deduction will be made from your final salary. Any flexi – time accrued will not be paid.

You have the right to appeal against the decision to terminate your contract on the grounds of the fixed term coming to an end. If you wish to appeal, you should do so in writing within ten working days to the Shared HR and OD Manager, stating the grounds for your appeal.

Please take the time to complete the enclosed exit questionnaire. The information you provide will assist us in improving the working experience for employees in the future. If you would like to have the opportunity of an exit interview, please contact your Line Manager or an HR Business Partner if you so wish.

If you would like us to provide references for you in the future, please complete and return the enclosed reference request form which gives us your approval to do so.

Please return all Council property, including your ID card and car park permit, to me before you leave. You will receive your final payment on [date]. Please submit any claim forms to Payroll by the 5<sup>th</sup> working day of the month following your last day of employment. You will receive a P45, usually with your final payslip, which will be sent to your home address.

I would like to take the opportunity to thank you for your valuable service with the Council.

If you have any questions please do not hesitate to contact me.

Yours sincerely

Line Manager

### Appendix 3 - Notification of the end of a Fixed Term or Temporary Contract – following a meeting

Dear

End of temporary/fixed term contract

As you are aware following your meeting held on [date] with [name], you were employed on a fixed-term contract on the condition that your employment would terminate when the [task/project] was completed. The [task/project] for which you were employed is set to be completed on [date].

As explained to you at the meeting, unfortunately the Council does not have any further work for you beyond that date and your employment will therefore terminate on [date].

You will be paid in the usual manner on [date] and a form P45 will be sent as soon as possible to you after the termination of your employment.

Please ensure you have taken the remainder of your annual leave before your departure. **OR** You have taken xx days in excess of your annual leave entitlement so a deduction will be made from your final salary. No flexi accrued will be paid, but any hours that have been overtaken may be deducted from your final salary.

You have the right to appeal against the decision to terminate your contract on the grounds of the fixed term coming to an end. If you wish to appeal, you should do so in writing within 10 working days to the Shared HR and OD Manager, stating the grounds for your appeal.

Please take the time to complete an exit questionnaire which will be emailed to you within the next couple of days. The information you provide will assist us in improving the working experience for employees in the future. You also have the opportunity to have an exit interview either with your Line Manager or an HR Business Partner . (As for **Appendix 1**)

If you would like us to provide references for you in the future, please complete and return the enclosed reference request form which gives us your approval to do so.

Please return all Council property, including your ID card and car park permit, to me before you leave. You will receive your final payment on [date]. Please submit any claim forms to Payroll by the 5<sup>th</sup> working day of the month following your last day of employment. Your P45 will be sent to your home address as soon as possible after the date of your termination of employment..

I would like to take the opportunity to thank you for your valuable service with the Council.

If you have any questions please do not hesitate to contact me.

Yours sincerely

Line Manager

**Appendix 4 – Appeal against Dismissal (For completion by Employee)**

<b>Name</b>	<b>Post Title</b>
<b>Service</b>	<b>Directorate</b>
<b>Date of Commencement</b>	<b>Planned Date of Termination</b>

**Grounds of Appeal**

I wish to appeal against the decision to not renew / extend my Fixed Term / Temporary contract on the grounds that;

- **I do not believe the contract should be ending at this time.**
- **I believe I have permanent employment rights.**
- **I believe I am entitled to a redundancy payment.**
- **I believe I should be placed on the “At Risk” register.**

**Please tick as many as apply.** The rules for the operation of Fixed Term contracts are contained within the Council Fixed Term Contracts Policy and Procedures, and you should refer to these when submitting your appeal.

**Supporting Information.** Please provide below an outline of any information you feel is relevant to your case. You will have the opportunity to discuss this in full during the Appeal Hearing, the outline here is to ensure the Panel are fully prepared and have all the relevant information to hand for the Appeal. You may attach any additional information you feel is relevant to your appeal.

**Remedy**

Please describe below what remedy you are seeking from the Appeal Panel

Please complete this form and return to the Shared HR and OD Manager within five working days of receipt of your letter.

Signed \_\_\_\_\_ Dated \_\_\_\_\_

Date received in HR \_\_\_\_\_

Investigating Officer \_\_\_\_\_

Appointed \_\_\_\_\_

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## Pay grades and rates from 1 April 2013

Grade	Band	Salary
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Grade 1	a	£14,373.22
	b	£14,680.71
	c	£15,195.82

Grade 2	a	£15,195.82
	b	£15,710.93
	c	£16,226.04
	d	£16,741.16
	e	£17,256.27

Grade 3	a	£17,256.27
	b	£17,771.38
	c	£18,286.49
	d	£18,801.61
	e	£19,316.72

Grade 4	a	£19,316.72
	b	£19,831.83
	c	£20,346.94
	d	£20,862.06
	e	£21,377.17

Grade	Band	Salary
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Grade 5	a	£21,377.17
	b	£21,892.28
	c	£22,407.39
	d	£22,922.51
	e	£23,437.62

Grade 6	a	£23,437.62
	b	£24,467.84
	c	£25,498.07
	d	£26,270.74
	e	£27,300.96

Grade 7	a	£27,300.96
	b	£28,331.19
	c	£29,361.41
	d	£30,391.64
	e	£31,421.86

Grade 8	a	£31,421.86
	b	£32,452.09
	c	£33,482.31
	d	£34,512.54
	e	£35,542.76

Grade	Band	Salary
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Grade 9	a	£35,542.76
	b	£36,572.99
	c	£37,603.21
	d	£38,633.44
	e	£39,663.66

Grade 10	a	£39,663.66
	b	£40,693.89
	c	£41,724.11
	d	£42,754.34
	e	£43,784.56

Grade 11	a	£43,784.56
	b	£44,814.79
	c	£45,845.01
	d	£46,875.24
	e	£47,905.46

Apprentice		£8,293.31
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## Pay grades and rates from 1 April 2013

Grade	Salary
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Chief Executive	
LS0009	£125,000

Director	
DIR001	£79,000
DIR002	£81,500
DIR003	£84,000
DIR004	£86,500
DIR005	£88,000

Grade	Salary
-------	--------

Head of Service	
HS0001	£52,000
HS0002	£53,000
HS0003	£54,000
HS0004	£55,000
HS0005	£56,000
HS0006	£57,000
HS0007	£58,000
HS0008	£59,000
HS0009	£60,000
HS0010	£61,000
HS0011	£62,000
HS0012	£63,000
HS0013	£64,000
HS0014	£65,000
HS0015	£66,000
HS0016	£67,000
HS0017	£68,000
HS0018	£69,000
HS0019	£70,000
HS0020	£71,000
HS0021	£72,000
HS0022	£73,000

Grade	Salary
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Shared Managers	
MNR001	£35,000
MNR002	£36,000
MNR003	£37,000
MNR004	£38,000
MNR005	£39,000
MNR006	£40,000
MNR007	£41,000
MNR008	£42,000
MNR009	£43,000
MNR010	£44,000
MNR011	£45,000
MNR012	£46,000
MNR013	£47,000