

**General Terms and Conditions of Employment**  
**(Oxfordshire Local Agreement)**

**1. General.**

Your terms and conditions of employment are contained in a variety of existing collective agreements negotiated and agreed at local level with Unison known as the Oxfordshire Local Agreement (OLA).

Your appointment is subject to:

- (1) Pay and conditions of service in accordance with agreements made under the Oxfordshire Local Agreement;
- (2) The regulations of the County Council and supplementary local collective agreements negotiated by Oxfordshire County Council with Unison.

From time to time variations in your conditions of service may result from negotiations and agreements at local levels with Unison and these will be incorporated into your conditions of employment.

The County Council undertakes to ensure that any future changes in these terms of employment will be entered in these documents or otherwise recorded for you to refer to within 28 days of the change. Copies of relevant documents are available for viewing on the Council's Intranet.

Schools' Policies: <http://schools.oxfordshire.gov.uk/cms/node/350>

Non-Schools' Policies: <https://intranet.oxfordshire.gov.uk/cms/content/hr-policies>  
or contact your manager.

**2. Duties.**

The duties and responsibilities for your post and its reporting relationships will be as set out in the job description which does not form part of the contract. Accordingly, the duties of your post may change from time to time following consultation with you in advance of any such changes in accordance with the needs of the Service/School.

**3. Probation and Induction requirements.**

New entrants to local government or previous local government employees who have had a break in service will be subject to a probationary period of 6 months apart from newly qualified social workers whose employment will be subject to passing the council's Assessed & Supported Year in Employment. Managers/Headteachers will monitor and confirm this as part of the induction and probation review process. During this period, or within any extension to probation, termination of the contract of employment will be subject to 1 month's notice regardless of the grade of the post. Thereafter, the notice period relevant to the grade of the post shall apply.

As part of your normal induction into this appointment, you are required to attend any induction programme and training courses as requested by your manager/Headteacher as deemed appropriate.

## Part 2

Existing employees who transfer to a new role or those with recognised continuous service shall be subject to an initial review period of 6 months during which appropriate action should be taken to support the employee settle into the new role including induction and performance review actions as required.

### 4. Pension

Employees with a contract of employment for 3 months or more will be brought into the Local Government Pension Scheme automatically from the first day of employment unless they elect not to become a member. Employees with a contract of less than 3 months will have the option to join. Further details about your choices are contained in the membership guide enclosed with this contract or see <https://www.oxfordshire.gov.uk/cms/sites/default/files/folders/documents/pensions/fund/BriefGuide.pdf>

You will not be permitted to complete and return an opt-out form until you commence employment. A refund can only be paid if your total LGPS membership is under 2 years.

If you opt out of the scheme and meet certain criteria you are required to be re-enrolled periodically under our legal requirements for Automatic Enrolment.

To enable your choice to be actioned and to ensure that your pay is correctly assessed please complete and return the pension forms enclosed with your contract of employment straight away.

Contributions range from 5.5% - 12.5% of actual annual pay plus any pensionable allowances made in the previous 12 months and are assessed each pay period in accordance with the Council's Pensions and Retirement Policy and the following table. (A copy of the policy is available on the HR intranet pages or contact your line manager).

<b>Band</b>	<b>Range (based on pensionable earnings)</b>	<b>Contribution Rate</b>
1	Up to £13,500	5.5%
2	£13,501 - £21,000	5.8%
3	£21,001 - £34,000	6.5%
4	£34,001 - £43,000	6.8%
5	£43,001 - £ 60,000	8.5%
6	£60,001 - £85,000	9.9%
7	£85,001 - £100,000	10.5%
8	£100,001 - £150,000	11.4%
9	£150,001 and above	12.5%

Although membership of the Pension Scheme is highly recommended, the Local Government Pension Scheme is not a compulsory membership scheme and as an alternative you could either take out a personal pension plan or join the State Earnings Related Pension Scheme.

You should note that there is a time limit of one year from joining the LGPS in which to you may transfer previous suitable pension service from another scheme.

## Part 2

To find out more about the benefits of the Local Government Pension Scheme, or to look at more detailed information about options or a general guide to the scheme, go to [www.lgps.org.uk](http://www.lgps.org.uk)

### **5. Medical requirements.**

The appointment of all new employees, or when there is a significant change of physical duties, is subject to a satisfactory health check and the completion of a medical assessment form is required. In some cases a more detailed questionnaire and/or medical examination may also be required.

You may, if you wish, delay formal acceptance of the appointment until the medical report has been confirmed as satisfactory. If you have not already received a pre-employment medical assessment form then please contact your Manager or Headteacher who will arrange for a form to be sent to you for completion.

### **6. Safeguarding requirements.**

All employees have a responsibility to safeguard children and vulnerable adults and therefore to be familiar with the safeguarding procedures which are available to view within the workplace.

The Council is obliged to check the criminal records of employees where the post is exempt from the Rehabilitation of Offenders Act. If your post falls into this category you are required to complete the DBS check application form unless you have already received a satisfactory certificate for a similar post through this Council and your post is not subject to renewal DBS checks. The provision of incorrect or incomplete information may lead to the withdrawal of the offer of employment and the appointment is conditional on a satisfactory DBS certificate as deemed by Oxfordshire County Council. If you have a question over this please contact the HR vetting and DBS team on 01865 797407.

**You are required to inform your line manager if you are the subject of any police investigations whilst you are an employee of the Council. Any issues which arise from these investigations relating to your employment will be dealt with under the Council's agreed policies and procedures.**

**Where the Council becomes aware that an employee working within a post that requires a DBS certificate has failed to disclose offences or has acted in a way which endangers or abuses children, young people or vulnerable adults, this will normally lead to summary dismissal in accordance with the Council's procedures.**

### **7. Working hours and annual leave.**

Your working hours and annual leave entitlement are shown in Part 1 of this contract.

Hours: Standard full-time working hours are 37 per week and anything less is regarded as part-time. The arrangement of working hours is by agreement with your line manager or Headteacher in consideration of the operational needs of the Service or School. This may include weekend and evening work.

Annual Leave: The leave year runs from 1 April to 31 March. Holidays will be taken by mutual agreement other than in services where the agreement already provides that holidays are taken during particular periods. Annual leave entitlement which has not been taken by the end of the leave year will only be carried over in exceptional circumstances and with prior management approval.

## Part 2

An employee leaving the service of the authority before the end of the holiday year, shall be required to make the appropriate refund in respect of any holidays taken beyond the number of days earned pro rata during the holiday year. Any holiday outstanding will normally be taken but may be paid by mutual agreement.

New entrants to the service shall be entitled to annual leave proportionate to the completed length of service during the leave year of entry, and thereafter on the normal scale.

In addition to the annual leave specified in Part 1 there is an entitlement to a day off on each of the eight Bank Holidays. Entitlement to annual leave and Bank Holidays for part-time staff and staff who work term-time only is calculated on a pro rata basis. In the case of staff employed on a term-time basis, the leave entitlement is included within the pay calculation as set out in Part 1 and so there is no actual leave to take. If you work in a school, your statutory entitlement to annual leave will coincide with periods of school closure and is therefore considered to be taken during that time with no entitlement to take leave during term time.

In special circumstances unpaid leave and emergency leave may be granted. Any enquiries should first be addressed to your manager.

### **8. Overtime**

Overtime must be approved in advance and is additional to the standard 37 hour working week. Part-time staff cannot be paid at overtime rates until 37 hours have been worked in the week .

Overtime shall be aggregated over the week and normal overtime rates of payment are as follows: Monday – Saturday (inclusive): time-and-a-half, Sunday: double-time. There are certain exceptions to this. For further information contact the Pay & Employment Information Team.

### **9. Sickness regulations.**

The twelve month period immediately preceding the first day of sickness absence is used for the purposes of calculating sick pay. Entitlement to sick pay is as follows:

During 1<sup>st</sup> year of service: 1 months' full pay and then after completing 4 calendar months' service before the start of the period of absence, half pay for 2 months.

During 2<sup>nd</sup> year of service: 2 months' full pay and half pay for 2 months.

During 3<sup>rd</sup> year of service: 4 months' full pay and half pay for 4 months.

During 4<sup>th</sup> and 5<sup>th</sup> years of service: 5 months' full pay and half pay for 5 months.

After 5<sup>th</sup> year of service: 6 months' full pay and half pay for 6 months.

You are required to notify the Service/School of all absences in accordance with the Service/School policy. A self-certificated form must be completed for all sickness absences with a Doctor's medical certificate required if the absence continues for more than 7 calendar days. See also Part 3 of this contract for further information.

Part 2

**10. Maternity, Paternity, Adoption and other Leave of Absence provisions.**

All staff are eligible for unpaid leave and you may be eligible for paid maternity, paternity and adoption leave provided you have the relevant continuous service. Full details of the current schemes are available from the HR pages of the Council's Intranet or from your school or Service or the Schools' HR Team in the case of school staff.

You may be entitled to either unpaid or paid leave of absence for other absence reasons in accordance with the Council or School policies.

See also Part 3 of this contract for further information.

**11. Grievance procedure.**

If you have a grievance relating to your employment you have a right to express it. In the first instance you should refer the matter to your immediate supervisor/line manager, but if it is not settled to your satisfaction you will be able to take the matter further through the appropriate Grievance procedure, a copy of which is available from the HR pages of the intranet, your workplace/School or your line manager.

You may also wish to consult your Trade Union representative at any stage for help and support. These procedures do not form part of your contract of employment.

**12. Disciplinary and Capability procedures.**

Agreed disciplinary and performance capability procedures are available on the Council's Intranet, or from your manager. The procedures give full details of the right of appeal against any action taken. You may consult your Trade Union representative for help and support or the Schools' HR team in the case of school employees for details of the procedures to be followed. These procedures do not form part of your contract of employment.

**13. Notice of Termination of Employment and Retirement.**

The minimum period of notice to which you are entitled is shown in the table below according to your grade or that given by statute, whichever is the longer. Where an employee has been continuously employed for more than 4 years he/she shall be entitled to receive additional notice of termination as specified in the relevant Employment Protection Act. NB. See above for arrangements for probationary employees who are subject to 1 months' notice regardless of the grade of the post.

The minimum period of notice of termination of your employment which you are required to give is not less than the period specified below and is related to the grade of your post as follows:

<b>Grade</b>	<b>Notice</b>
Up to Grade 8	1 calendar month
Grade 9 - 13	2 calendar months
Grade 14 and above	3 calendar months

## Part 2

Staff can choose when to retire. 60 is normally the earliest date at which some pension benefits may be claimed, see the Pension Services section of the Oxfordshire County Council web site for details.

### **14. Employment in an Aided or Foundation School.**

If you are employed in an Aided or Foundation School, you are an employee of the School and not the County Council. You will therefore receive the formal contract of employment from the School unless OCC issues it on their behalf, in which case this is the formal contract. If you are employed in such a school, you are required to have regard to the character of the school and its foundation and ethos and to undertake not to do anything in any way contrary to the interests of the foundation.

### **15. Payment of salary.**

Salary is paid monthly on the last working day of the month, see also Part 3 of this contract for further details. Salary is paid from the first day of employment up to the last day of employment, Sunday normally being regarded as the end of the week for pay purposes.

Staff employed on a term-time basis will be paid from the notional start of term when they start on the first required actual day of term and will be paid up to the notional end of term where they continue up to the last working day of the school term. However, those staff appointed to a fixed term or temporary post where the reason is for covering a colleague's absence e.g. such as maternity leave, may have their contract ended on the day before the colleague's return to work with a month's notice being given.

Calculation of monthly salary is based on one-twelfth of the annual salary. Where employees start or leave part way through a month, that month's salary is calculated by dividing the monthly salary by the number of calendar days eligible for that particular month, eg: someone who starts on 10<sup>th</sup> March will receive 22/31 of monthly pay.

### **16. Variable hours contracts.**

If you are employed in a school, your contract may be subject to variation by the School for up to a third of your hours. It normally applies to term time only staff appointed after September 2001 who work directly with children e.g. Teaching Assistants, Cover Supervisors, Nursery Nurses, Lunchtime Supervisors.

If you are in this category, your hours are subject to variation by the School/establishment upon the giving of one calendar month's notice of any change. A reduction of up to one third of your hours may be implemented within the terms of this contract, subject to the hours not reducing below two thirds of your original contract; this is shown as the number of protected hours. If you agree to a reduction below these protected hours at the request of the school then the new protected hours will be the reduced hours worked.

If you are not sure whether this should apply to your post, contact the Pay and Employment Information Team in the first instance. If you choose to voluntarily reduce your hours then the protected hours will reduce accordingly to those applicable to two thirds of the reduced hours.

**17. Residential accommodation.**

If your post requires you to live in accommodation provided, it is a requirement of your employment that you occupy it for the better performance of your duties. You will be required to enter into the Council's standard form of Service Tenancy Agreement which will be forwarded to you in due course by Legal Services. For the avoidance of doubt, I must confirm that you will occupy the property as a licensee, this accommodation is only made available to you whilst you occupy this post, and you will be required to vacate when your employment ends even if you take up another post with the County Council; the same condition applies if you are still in post on reaching retirement age in that you will be required to vacate the accommodation. You will have no right to remain in the accommodation beyond the end of your employment and will not enjoy any security of tenure.

Please note that the County Council is obliged to carry out a Criminal Records Bureau check of all persons over the age of 16 living in staff accommodation on regulated premises, such as a school site, as part of our policy for safeguarding children. You must therefore inform the School of any adults residing at this property with you so that the checks can be made and it is a requirement that the checks are satisfactory.

I must also point out that the County Council has no duty to re-house you on retirement. The Director for Environment and Economy who manages staff accommodation will contact you approximately six months before retirement to advise you about re-housing.

**18. Market and Recruitment/Retention Supplements.**

If you are paid one of these allowances, the Market or Recruitment/Retention Supplement will be subject to review annually. If there is clear evidence that this supplement is no longer appropriate you will be consulted and the salary for the job may be revised in line with the evaluated grade for the job.

**19. Qualification Training.**

Where an employee is granted financial assistance to complete qualification training they will be bound by the Terms & Conditions of Assistance for staff undertaking a course of study/professional qualifications  
[http://portal.oxfordshire.gov.uk/content/public/corporate/hr/hr\\_toolkits/policies/TermsConditionsAssistanceApril2011.pdf](http://portal.oxfordshire.gov.uk/content/public/corporate/hr/hr_toolkits/policies/TermsConditionsAssistanceApril2011.pdf) Where an employee leaves the Council within two years of obtaining the qualification or the qualification is not completed they will be required to pay back a percentage of the costs.

**20. Queries.**

If you have any questions about the detail of this appointment, you should consult either the person who conducted your interview or your line manager or your Headteacher.