

Cyngor Bwrdeistref Sirol Pen-y-bont ar Ogwr Bridgend County Borough Council



Swyddfeydd Dinesig, Stryd yr Angel, Pen-y-bont, CF31 4WB / Civic Offices, Angel Street, Bridgend, CF31 4WB

Mr Michael Simmonds

**Adnoddau Dynol a Datblygiad Trefniadaethol /
Human Resources and Organisational
Development**

Deialu uniongyrchol / Direct Line: (01656) 643207
Gofynnwch am / Ask for:

Eich cyf / Your ref:

Dyddiad / Date: :

Dear Mr Simmonds

**Appointment to the post of Systems Analyst
Integration and Core Application**

Further to your recent interview, I am pleased to confirm your appointment to the above named post with effect from 19 March 2018. Consequently, I can confirm that your position of Core Application Engineer will end on 18 March 2018.

A full written statement of employment particulars is enclosed, outlining the terms and conditions applicable to this post.

Should you need to clarify any aspect of your employment, please do not hesitate to contact me on the above direct line. Finally, I would be grateful if you could acknowledge your acceptance of the terms and conditions of employment outlined in the attached written statement of particulars and return the acceptance form within the next seven days.

Yours sincerely

Kayleigh Evans
Human Resources Assistant

Ffôn/Tel: 01656 643643

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Cyfnwidiad testun: Rhwch 18001 o flaen unrhyw un o'n rhifau ffôn ar gyfer y gwasanaeth trosglwyddo testun

Text relay: Put 18001 before any of our phone numbers for the text relay service

Rydym yn croesawu gohebiaeth yn Gymraeg. Rhwch wybod i ni os mai Cymraeg yw eich dewis iaith

We welcome correspondence in Welsh. Please let us know if your language choice is Welsh

BRIDGEND COUNTY BOROUGH COUNCIL

WRITTEN STATEMENT OF PARTICULARS

1. EMPLOYER AND EMPLOYEE DETAILS

- (a) Employer: **Bridgend County Borough Council**
- (b) Employee: **Michael Simmonds**
- (c) Pay No:

2. JOB TITLE/JOB DESCRIPTION

- Job Title: **Systems Analyst**
- Directorate **Operational and Partnership Services**

3. COMMENCEMENT OF EMPLOYMENT

Your employment in this post with Bridgend County Borough Council will begin on 19 March 2018.

3a. CONTINUOUS SERVICE IN LOCAL GOVERNMENT AND RELATED EMPLOYMENT

For the purpose of calculating your entitlement to annual leave, occupational sick pay and redundancy payment, your continuous employment dates from 03 March 2014. This includes any service with this or previous authorities or any other employer which counts but if there has been a break in employment of 4 weeks or more the service will be considered discontinuous.

4. PLACE OF WORK AND MOBILITY

Your employment base will be Sunnyside House. However, it is a specific condition of your employment that you may be required to work in other locations within the County Borough.

5. REMUNERATION

Grade: 10 Spinal Column Point Range from SCP 32 to SCP 34.

Your next increment will be payable on 19 September 2018 if still in post. Further increments where due, will be payable on 1st April each year, other than where the provisions of the Council's Capability and Disciplinary procedures are invoked.

Salaries are usually paid on the eighteenth day of each month, i.e. approximately two weeks in arrears and two weeks in advance, (when the 18th falls on the weekend you will be paid on the Friday before). Your salary will be paid directly into a bank or building society of your choice.

5a. ADJUSTMENTS TO SALARIES OR WAGES

Where you have been over paid, for any reason, it is a condition of your employment that the Council has the right to make deductions from your wage or salary. When such overpayments occur, the Council has the right to require repayment as soon as the error is discovered. Where the overpayment is not repaid within the specified timeframe, the Council has the right to reclaim interest on the overpayment. Exceptionally, where this action may cause hardship, a mutually satisfactory agreement will be sought. Equally, where it is identified that you have been underpaid for any reason, arrangements will be made for the outstanding balance to be reimbursed

accordingly. There is a duty on all employees to advise the Council of any over/underpayments as soon as they have been identified.

If an employee is paid sick pay and the employee's ill-health or injury is the result of actions of a third party in respect of which damages are recoverable the employee shall:-

- (a) Inform the employer of the identity of the third party and the nature of the liability.
- (b) Provide such other information to the employer as the employer shall reasonably require.
- (c) In the event of the employee making a claim against the third party the employee shall seek to recover compensation in respect of sick pay made by the employer to the employee.
- (d) Refund to the employer such compensation recovered from the claim in respect of sick pay provided that such refund shall not exceed the total of sick pay paid to the employee by the employer.

6. HOURS OF WORK

- Your basic working week is 37 hours paid at single time.
- Should you be required to undertake rota'd weekend or night working then you will be paid at time and a third.
- Your daily working hours/working pattern will be agreed by your manager and are subject to the service requirements of your department/section
- The Council has a corporate Flexi time scheme and under this policy the Council aims to allow flexible working hours wherever possible. However the requirements of certain posts may limit or preclude certain post holders from participating in the scheme. The arrangements for your department will be confirmed to you by your manager.

6a. OVERTIME

- All overtime over 37 hours per week will be paid at time and a third.

7. HOLIDAY ENTITLEMENT

Paid holiday entitlement is 24 days per year, increasing by 5 days after five years continuous Local Government service (pro rata for part time and term time employees). In addition there are 8 statutory days.

Employees who have a protected annual leave entitlement of 30 days will continue to receive this until the employee leaves the Council or accepts a new position.

Leave of absence during term time for those employees working on a term time only basis will only be granted in emergency situations and in accordance with the Council's Leave of Absence policy.

The annual leave year is from individual birthday month and it is expected that you will take your leave entitlement during this period.

Your leave entitlement on joining the Council is calculated to the nearest half day on the basis of the proportion of the year that you work. This is calculated by allowing 1/12 of the annual leave entitlement for every full month worked in that year.

You will qualify for the additional leave entitlement in the leave year which contains the fifth anniversary of the commencement of employment. This will be calculated pro rata according to the months worked during the first year of service.

If you leave the Council and have not been able to take your outstanding pro-rata holiday entitlement, you will receive payment in your final salary, based on the Working Time Regulations.

Similarly, if you leave the Council and have taken in excess of your pro-rata holiday entitlement we reserve the right to recover the overpayment from your final salary.

The Council's leave policy is available via your manager on the Council's Intranet.

7a. BANK HOLIDAYS

Employees who work Bank Holidays will be paid double time for the hours worked and will also receive the actual hours worked in time in lieu.

8 MILEAGE ENTITLEMENT

The mileage rate for cars will be 47p per mile for the first 8,500 miles claimed in the tax year and 27p per mile for all mileage claimed over 8,500. The mileage rate for motorcycles is 24p per mile.

It is your responsibility to ensure that you have appropriate insurance cover for business mileage before you use your vehicle for any work related activity.

9 ADDITIONAL CONDITIONS

There are no special conditions linked to this position.

10. DUTIES

You will be required to undertake the duties outlined in your job description.

You may be required, at any time during your employment, to perform other duties of a reasonable and similar nature which fall within your capabilities and are appropriate to the grading of your post.

11. NOTICE

Your employment may be terminated by written notice of the appropriate period according to either your length of continuous employment or a contractual period of 4 weeks whichever is the longer. The length of notice, which you are required to give or are entitled to receive to terminate your employment, is as follows:

(a) If you leave your employment:

<u>Length of Continuous Employment</u>	<u>Period of Notice</u>
During your probationary period (including Grade 11 & above)	1 week
After your probationary period	4 weeks
Grade 11 & above	12 weeks

(b) If we terminate your employment: -

<u>Length of Continuous Employment</u>	<u>Period of Notice</u>
During your probationary period (Including Grade 11 & above)	1 week
After your probationary period but less than 4 years	4 weeks
At least 4 years but less than 12 years	1 week for every completed year of continuous employment

12 years or more	12 weeks
Grade 11 & above (after your probationary period	12 weeks
Up to 12 years and more)	

Where the contractual notice is longer than the notice linked to the years of service the greater will apply.

If you fail to give notice or give the incorrect notice, the Council will be entitled to withhold a sum from any monies due to you, equivalent to the value of any wages you would have been entitled to during the unworked period.

The Council reserves the right to terminate your employment without notice in cases where gross misconduct has been proven.

12. SICKNESS PROVISIONS

The Absence Management Policy outlines your responsibility when notifying your line manager of any absence from work and can be found on the Council's Intranet.

Your qualifying days for Statutory Sick Pay purposes are: **Monday to Sunday**

Occupational Sick Pay Scheme

An employee absent from duty owing to sickness shall be entitled to receive an allowance in accordance with the following scale:-

<u>Length of Service</u>	<u>Full Pay</u>	<u>Half Pay</u>
0 up to 4 months	1 month	nil
4 months to 12 months	1 month	2 months
During 2nd year of service	2 months	2 months
During 3rd year of service	4 months	4 months
During 4th/5th year of service	5 months	5 months
After 5 years of service	6 months	6 months

In calculating periods of sick pay, all previous sickness absence periods (excluding industrial injury) for the preceding twelve months will be deducted from your sickness allowance.

Statutory Sick Pay

When you are not entitled to occupational sick pay, you may have an entitlement to Statutory Sick Pay.

When any Statutory Sick Pay and other benefits are added to any full or half pay entitlements they must not exceed normal pay.

13. PENSIONS

Pension Scheme

The Council operates a Pension Scheme known as the Local Government Pension Scheme.

If you are a member of the Local Government Pension Scheme you will be contracted out of the State pension scheme. Pension contributions are payable at the rate of 6.5%, of pensionable remuneration.

14. COLLECTIVE AGREEMENTS

All other terms of your employment are subject to the Scheme of Conditions of Service of the National Joint Council for Local Government Services as supplemented by the Council's rules and local agreements with Trade Unions recognised by the Council. Copies of these documents are available for you to see within the Human Resources Department.

15. PROBATIONARY PERIOD

The appointment of every new entrant or re-entrant to this Council is subject to a probationary period. The initial employment will be on the basis of a probationary period of up to six months. The Council will assess and review your work performance during this time and reserves the right, at any time during this period, to terminate your employment with one week's written notice. If, during this time, you feel you are not suited to your job you must give the Council one week's written notice to terminate your employment with us.

It is of particular importance that you understand that the Council reserves the right to waive some or all of the official warnings, under the Council's disciplinary procedure, and may terminate your contract without any formal actions being taken.

The Council reserves the right to extend your probationary period should it be deemed necessary.

Your appointment will be confirmed in writing should your probationary period prove satisfactory to the Council.

16. CODE OF CONDUCT FOR COUNCIL EMPLOYEES

The County Borough Council has a Code of Conduct Policy, which sets standards for employees in terms of service to the public and giving of advice, this can be found on the Council's Intranet. All employees are subject to the Code. Below are standards, which are also relevant to the Code of conduct.

CONFIDENTIALITY

While working within the Communities directorate, you may be involved in work which is of a personal, confidential or commercially sensitive nature. All personal information which can be attributed to a particular person has to be treated as confidential, however unimportant or widely known the information appears to be. You are obliged not to divulge such information other than to a senior officer of the Council who has a need to know.

In addition, after your employment with the Council ends, you may not disclose to any person or organisation any information which came into your possession in the course of your employment relating to the Council, its business, customers or clients, without first obtaining the permission of the Council in writing.

WHOLE TIME SERVICE

Officers shall devote their whole-time service to the work of the Council and shall not engage in any other business or take up other additional appointments without the express written consent of their Manager.

CONFLICT OF INTEREST

You may not carry out any private work if it is in any way related to your work within the Council and/or could result in a conflict of interest. In addition you may not independently or in collaboration with officers of other local authorities, enter into mutual agreements, which are the concern of the respective authorities. Employees must declare to their immediate Manager any financial or non-financial interests, which could conflict with the Council's

interest. Membership of secret societies must be disclosed whether or not there is conflict of interest.

WHISTLEBLOWING POLICY

The Council is committed to the highest possible standards of openness, probity and accountability. In line with this commitment the Council has developed a Whistleblowing Policy which can be found on the Council's Intranet. This Policy encourages and enables staff with serious concerns about any aspect of the Council's work to come forward and voice those concerns.

CRIMINAL OFFENCES

The post is offered to you subject to the following:

- (a) That you have made a true disclosure of all criminal offences. Should you not have made a true disclosure of any criminal offence, then your employment may be terminated immediately.
- (b) That any disclosure or Police Checks undertaken do not reveal any offences which, in the opinion of the Director, may be such that your appointment will have to be terminated/withdrawn.

In view of the obligations of the Council toward other employees and members of the public, all employees, during their employment with the Council who are aware of any allegation/accusation against them of any criminal offence and/or, of a conviction for any criminal offence, must disclose the same to their Human Resources Department immediately. Not making any such disclosure may result in disciplinary action and/ or dismissal.

17. MEMBERSHIP OF A TRADE UNION

The Council supports the system of collective bargaining and believes in the principle and on going development of industrial relations through consultation, negotiation and agreement.

You have certain rights in respect of trade union membership. These are:-

- (a) The right to be a member of a trade union of your choice;
- (b) The right to take part in its activities at appropriate times, to seek election to office in the union and, if elected, to hold such office.

18. DISCIPLINARY AND GRIEVANCE PROCEDURES

(a) Disciplinary Procedure

The Council's Disciplinary Rules applicable to your employment is available from the Human Resources Department or via the Council's Intranet.

(b) Grievance Procedure

The Council's Grievance Procedure applicable to your employment is available from the Human Resources Department or via the Council's Intranet.

19. HEALTH AND SAFETY

The Council recognises that it has a duty to prevent, control or guard against risks in the workplace and their possible effects. You also have duties to ensure that you act in a responsible manner and that you do not indulge in unsafe work practices.

You are required to familiarise yourself with the Health and Safety requirements that apply to your place of work. You should ensure that you comply with these requirements and that you take care not to endanger yourself or any other person. A list of the current Health and Safety Policies is available from the Human Resources Department or the Council's Intranet.

20. INFORMATION COMMUNICATION TECHNOLOGY CODES OF PRACTICE

The Council operates ICT Codes of Practice as, during the course of your employment you may be required to use computers and various other technologies. The purpose of the ICT Codes of Practice is, amongst other things, to prevent copyright infringement, protect the integrity of the Council's computer environment from viruses, ensure efficient software management, prevent litigation as a result of inappropriate use of e-mail facilities, prevent inappropriate Internet access.

The use of the Council's ICT equipment and facilities including use of internet will be subject to monitoring to ensure compliance with the Codes of Practice.

The ICT Codes of Practice ensure the protection of the Council from possible litigation, in both criminal and civil courts, in the event of an action being taken as a result of misuse by an employee. A copy of the policy can be found on the Council's Intranet.

DATA PROTECTION

The Council is required under the terms of the Data Protection Act 1998 to register with the Data Protection Commissioner the type of personal information it holds on prospective, current and past employees. The main purpose of acquiring and holding such information is to enable the Council to conduct its business as an employer.

In the course of your employment some information relating to you will be held on various systems. You should be aware that your data might be used in data matching exercises within the Council, aimed at fraud prevention and debt recovery. Documentation concerning internal disputes and grievance procedures, which involve the handling of personal data, also come under the remit of the Data Protection Act. At all times the security and accuracy of personal data is given the highest priority. Staff who are allowed access to such data are fully trained and aware of their responsibilities with regard to confidentiality of such information.

As a data subject, you are entitled to see personal data (by giving adequate notice) held about yourself and where it is inaccurate, have it corrected.

A copy of the Data Protection Principles is available on the Council Intranet.

21. WORK RULES

Within the Council there are various rules and procedures which are designed to ensure the effective and safe operation of the Council's service and the welfare of those who work for it. You must follow the particular rules which apply to your place of work.

From time to time the Council will exercise the right to change or amend existing rules, or introduce new ones, which you must follow. Information about any rules that apply to you are available on the Council's Intranet.

22. VARIATION OF TERMS AND CONDITIONS

The Council reserves the right to incorporate variations in your terms and conditions of employment which will be agreed with you and where necessary may result from negotiations and agreement with Trade Unions recognised by the Council. You will be notified in writing of any changes at the earliest opportunity, or at least within one month.

Copies of all policies can be obtained from your Manager, the Council's Intranet or the Human Resources Department. These policies are subject to change via consultation with the recognised Trade Unions.

