

Human Resources  
Chief Executive's Department  
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Bolton BL1 1RU

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[www.bolton.gov.uk](http://www.bolton.gov.uk)

**STATEMENT OF WRITTEN PARTICULARS - CHIEF OFFICERS**

**1. GENERAL**

Name:	
Date of Commencement of Continuous Employment with this Authority:	
Date of Commencement of Employment within the terms of this Statement:	
Date on which period of Continuous Employment in Local Government began:	
Date on which particulars given:	
You are employed in the post of:	
Employment Status:	

**2. PLACE OF WORK**

You are employed in the service of this Authority and will work at the location indicated in your offer letter or at such other place of employment in the service of the Authority as required.

### **3. HOURS OF WORK AND REMUNERATION**

- (i) Your hours of work and remuneration will be as indicated in your appointment letter. Your normal working pattern will be as indicated in your appointment letter. These may vary in the event of changed demands/circumstances at your place of employment.
- (ii) Incremental progression within the grade is not automatic. Performance must be regarded as satisfactory in order to trigger incremental progression, to a maximum of the grade. Increments may be accelerated or withheld, subject to performance standards.
- (iii) In addition to the basic grade in exceptional circumstances an extension to grade may be applied for the purposes of recruitment, retention or reward of exceptional performance. Access to the grade extension is at the discretion of the Appointment Panel, on recommendation by the Chief Executive.
- (iv) You will be paid on the eighteenth day of each month or the nearest available banking day prior to this date direct to a bank, giro or building society nominated by yourself.

### **4. PROBATIONARY PERIOD**

If you are a new entrant to the service of this Authority your appointment will be subject to a term of probation of six months during which you will be expected to establish your suitability for the post. At the end of this probationary period and subject to a satisfactory report by the head of your department, you will automatically be transferred to the established staff.

### **5. TERMS AND CONDITIONS OF EMPLOYMENT**

During your employment with the Authority, your terms and conditions of employment will be in accordance with collective agreements negotiated from time to time by the Joint Negotiating Committee for Chief Officers as supplemented by the Authority's Local Conditions of Service and local collective agreements reached with trade unions recognised by the Authority.

### **6. PERIODS OF CONTINUOUS EMPLOYMENT**

Your period of continuous service dates from the date of commencement of employment with this Authority.

If you have previous continuous service with an organisation covered by the Redundancy Payments (Local Government) (Modification) Order 1983 (which covers local authorities and related bodies) this will be included in calculating your entitlement to:

- a redundancy payment
- sickness allowance
- annual leave
- notice period (at half rate)

With the exception of redundancy entitlement, the above will also apply if, prior to joining the Authority, you were made redundant from an organisation covered by the above Order within the last 30 days.

In addition, with effect from 1 April 2018, a local agreement was approved which recognises continuity of service between certain Greater Manchester NHS, Local Authority and Combined Authority organisations. Further information about entitlements and which organisations are included is contained in the GM Continuity of Service Protocol.

## **7. HOLIDAYS**

- (i) The annual leave year runs from 1<sup>st</sup> April to 31<sup>st</sup> March.
- (ii) Your basic leave entitlement (including annual, local and extra-statutory) is 31 days. You are entitled to a further three days after five years' continuous local government service.
- (iii) For part-time positions, annual leave is calculated on a pro-rata basis.
- (iv) Officers who leave Local Government service shall be allowed one twelfth of their leave entitlement for each completed month of service in the current leave year and will be required to pay monies in respect of any holidays taken in excess of their entitlement.

## **8. SICKNESS PROVISIONS**

Your entitlement to sick pay during any absence due to sickness or injury is based on aggregated service within a period of 12 months immediately preceding the first day of absence.

During 1st year of service:	1 month's full pay and (after 4 months' service) 2 months' half pay
During 2nd year of service:	2 months' full pay and 2 months' half pay
During 3rd year of service:	4 months' full pay and 4 months' half pay
During 4th and 5th years of service:	5 months' full pay and 5 months' half pay
After 5 years' service:	6 months' full pay and 6 months' half pay

The method of reporting sickness absence is available on the BMBC Intranet site under 'Policies' or alternatively from your HR Section. You are advised to read this carefully.

In the event of sickness absence as a result of an accident where damages may be receivable from a third party you are obliged to inform your HR Section of any such occurrence, together with the name of your solicitor/representative and to later refund any allowance (or proportion) received in the event of a successful settlement. Further details can be obtained from the HR Section.

## **9. PENSION**

This post is pensionable and membership of the Local Government Pension Scheme is **automatic** for all new entrants to the service of this Authority (except casual employees)

unless an election to opt out of the scheme is made in writing. For further information please contact the Pensions Team on (01204) 331526 or 331529.

A contracting out certificate is in force in respect of the Local Government Pension Scheme.

#### **10. PERIODS OF NOTICE ON TERMINATION OF EMPLOYMENT**

The minimum periods of notice which you are entitled to **receive** from the Authority are:

<u>Period of Continuous Employment</u>	<u>Minimum Notice</u>
One month or more, but less than 2 years	1 week
2 years or more, but less than 12 years	1 week for each year of continuous employment
12 years or more	12 weeks

The minimum period of notice you are required to **give** the Authority to terminate your employment is three months, although Management have the discretion to accept a shorter period of notice. A longer notice period applies to those in receipt of extended grade values.

#### **11. MEMBERSHIP OF A TRADE UNION**

This Authority has entered into a Union Recognition Agreement with those Unions represented on the national negotiating machinery for the group of employees to which you belong. You have the right to join a trade union and to take part in its activities.

#### **12. GRIEVANCE PROCEDURE**

A copy of the grievance procedure currently in operation is available to you on the intranet under 'Policies' or alternatively from your HR Department or Line Manager.

#### **13. DISCIPLINARY AND DISMISSAL PROCEDURE**

The Disciplinary and Dismissal Procedure for Chief Officers is available to you from your HR Department or Line Manager. If you are dissatisfied with any disciplinary decision relating to you, the disciplinary procedure specifies the action you are able to take.

#### **14. RIGHTS OF PREGNANT EMPLOYEES**

Details of the rights of pregnant employees are set out in the documents mentioned in Paragraph 4 of this statement. A copy of the maternity scheme and advice can be obtained from your HR Section.

#### **15. HEALTH AND SAFETY AT WORK**

Employees are reminded that they have a statutory duty to observe all health and safety rules and take reasonable care to promote the health and safety at work of themselves and their fellow employees. Wilful breaches of the health and safety policy will be dealt with through the disciplinary procedure. A Health and Safety Manual is available for you to refer to at your place of employment.

#### **16. WORKING TIME DIRECTIVE REGULATIONS**

In compliance with the "Working Time Directive Regulations", no employee will be required to work in excess of the hours stipulated within the regulations. The only exception will be in circumstances where there is mutual (written) agreement between the employee(s) and employer.

If you take up additional employment with another part of this Authority or any other employer you must inform your line manager. This is so we can meet our obligations under the Regulations and take account of your health and safety.

**17. NATIONAL INSURANCE**

Married women who are eligible to pay National Insurance contributions at the reduced rate should forward a certificate of Reduced Liability to this office, otherwise National Insurance contributions will be deducted at the standard rate. If you think you may be eligible to pay reduced rate contributions but do not possess a certificate of reduced liability, you should contact the National Insurance Contributions office of the Inland Revenue.

**18. CODE OF CONDUCT**

All members of staff are expected to act in such a way that represents Bolton Council's values. Whilst we recognise that all staff have a right to a private life, engaging in any activity which may bring the Council into disrepute, or failure to disclose any police involvement that occurs during your employment with the Council, both within and outside of working hours, may result in disciplinary action being taken and may ultimately lead to dismissal from your employment. The Code of Conduct is available for you to refer to on the Bolton Council Intranet site under 'Policies' or alternatively from your Line Manager.

**19. OTHER TERMS AND CONDITIONS**

Other terms and conditions of your employment are set out in the documents mentioned in Paragraph 4 of this Statement of Particulars and are available for you to refer to in your HR Section.

This appointment is subject to the conditions outlined in the letter of appointment which accompanies this Statement of Particulars.

This is a politically restricted post and it is unlawful for employees of Bolton Council who are Councillors of another Authority and who are given paid time off from their work to carry out their duties as Councillors, to be granted in excess of 208 hours paid time off for Council duties in any one financial year. This provision does not affect the amount of unpaid time off that is granted, nor does it affect paid or unpaid time off given for public duties other than being an elected Councillor. This restriction does not apply to employees whose Council duties are those of Chair of the Council, Mayor or an equivalent post.

Signed \_\_\_\_\_

Director or Assistant Director

I acknowledge receipt of the above statement of which this is a copy and accept the terms of employment concerned.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Chief Executive **Tony Oakman**