

Tameside MBC

Changes to Terms and Conditions of Employment

Employee Information Booklet
June 2016

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Introduction

Following consultation with all staff (except teachers) the Council will be implementing changes to Terms and Conditions of employment effective from 15 September 2016.

The changes apply to:

- All staff employed by the Council
- Apprentices engaged on a training contract (excluding Living Wage)
- Employees who have transferred to the Councils employment under TUPE arrangements
- All support staff employed in a Community/Voluntary Controlled school
- Support staff employed by a Voluntary Aided school where the Governing Body, as the employer, has decided to implement the changes to terms and conditions

The changes to Terms and Conditions of Employment are outlined below:

1. Implementation of the Living Wage Foundation Rate
2. Reducing Occupational Sick Pay Scheme to a maximum 3 months full pay and 3 months half pay
3. Paying plain time rate for all additional and/or overtime hours worked at the increased rate of 1/36th
4. Bank Holidays to be paid at double time instead of triple time (this means the removal of additional time off in lieu)
5. No Christmas enhancement for time worked over Christmas closure period and removal of the extra discretionary paid holiday provided by the Council
6. Reduction of car mileage rates for casual users to HMRC rates (currently max 45p/mile) and removal of the car loan facility for casual and essential users
7. Revised annual leave scheme going from 4 pay bands to 2 pay bands and retaining the 3 length of service bands continuing to recognise commitment and service to the Council

Elected Members have agreed to review all changes to terms and conditions of service after two years, taking account of our financial situation at that time.

Pay the Living Wage Foundation Rate

Pay the Living Wage Foundation rate of £8.25 for employees on grades A and B (where the hourly rate of pay is currently less than £8.25)

The Council will be implementing a higher hourly rate than the national living wage (currently £7.20 per hour for age 25 years and above) for all eligible employees, regardless of their age. This will have an immediate positive impact for over 700 individuals who are our lowest paid employees. This higher rate is called the Living Wage Foundation rate and is currently £15,503 per annum / £8.25 per hour. The rate of pay is reviewed annually in November of each year by the Living Wage Foundation. This review is separate to any cost of living increase that the Council may choose to implement.

The table below shows the impact the introduction of the Living Wage Foundation rate will have on current hourly rates of pay with effect from 15 September 2016.

Grade	SCP	Current Salary	Current Hourly Rate	Current Living Wage Salary Rate	Living Wage Supplement Required	Increased Hourly Rate
A	6	£14,514	£7.72	£15,503	£989	£8.25
	7	£14,615	£7.78	£15,503	£888	£8.25
	8	£14,771	£7.86	£15,503	£732	£8.25
	9	£14,975	£7.97	£15,503	£528	£8.25
B	10	£15,238	£8.11	£15,503	£265	£8.25
	11	£15,507	£8.25	£15,503	n/a	£8.25
	12	£15,823	£8.58	n/a	n/a	£8.26

Questions and Answers

How is this Living Wage Foundation rate calculated?

The Living Wage Foundation rate is a non-statutory hourly rate calculated independently. It reflects the rate of pay to enable individuals to live a reasonable quality of life based on the basic cost of living in the UK. This rate of pay is reviewed annually each November. For more information go to the Living Wage Foundation website – www.livingwage.org.uk

What is the current rate?

The current Living Wage Foundation rate is £8.25 per hour (as at 1 November 2015). This is reviewed annually each November by the Living Wage Foundation and any relevant changes will be applied accordingly by the Council.

Who will this affect?

The implementation of the Living Wage Foundation rate will affect all staff on Grades A and B (where the hourly rate of pay is currently less than £8.25) by increasing their hourly rate through the payment of an additional supplement to the pay rate. This is outlined in the table above.

When is this revised rate of pay effective from?

This will be effective from the 15 September 2016. The rate of pay is reviewed annually in November each year by the Living Wage Foundation. This review is separate to any cost of living increase that the Council may choose to implement to your basic pay (excluding the Living Wage supplement).

When will employees receive the revised rate of pay?

Relevant employees will receive the revised rate of pay in their salary from 15 September 2016 onwards.

I am an Apprentice, does this pay increase apply to me?

No, Apprentices are employed on training contracts and will continue to receive their current pay which is reviewed from time to time to ensure that the rates payable within Tameside are equal to, or higher than the minimum apprentice pay rates set by the Government.

If I work overtime, what rate of pay will I receive?

The rate of pay for additional hours/overtime will be paid at plain time at the higher rate of £8.25 per hour.

What will happen if the pay level for the grade exceeds the living wage rate?

The living wage is a voluntary hourly rate set independently and updated annually each November by the Living Wage Foundation. You will receive this rate of pay whilst your salary is below the current rate.

I am on grade B and my colleagues are on grade A and will now get the same rate of pay, is this fair?

Yes. All jobs have been evaluated and the grade for the job remains the same. However the Council has given a commitment to implement the Living Wage Foundation higher rate of pay as a supplement to the pay for those employees on SCP 6-10 inclusive. The amount of the supplement varies dependent on the level of basic pay and the amount required to increase this to the Living Wage rate of £8.25 per hour.

Occupational Sick Scheme

Reducing occupational sick pay scheme to a maximum 3 months full pay and 3 months half pay

The maximum occupational sick pay entitlement for any employee will be reduced to 3 months full and 3 months half pay.

From the 15 September 2016 the sick pay entitlement table will be as follows:

During first year of continuous service:	1 month's full pay and (after completing 4 month's service) 2 month's half pay. (inclusive of statutory sick pay entitlement)
During second year of continuous service:	2 month's full pay and 2 month's half pay (inclusive of statutory sick pay entitlement)
After 2 years continuous service:	3 month's full pay and 3 month's half pay (inclusive of statutory sick pay entitlement)

Questions and Answers

I am currently absent from work due to sickness. Will my pay change?

If, on the implementation date of 15 September 2016, you are absent from work, your occupational sick pay will be adjusted to comply with the new scheme which allows a maximum of 3 months full pay and 3 months half pay. Please see example below where an employee has been absent from 15 May 2016 and under the new scheme has a maximum entitlement of 3 months full pay and 3 months half pay, the example demonstrates the impact on sick pay following implementation.

May	June	July	August	September	October	November	December	January
Full pay from 1 September to 14 September Half pay with effect from 15 September onwards (implementation date)	Half pay	Half pay	Half pay up to 14 December 2016 – No pay from 15 December 2016 onwards	No pay				

I am currently off sick and I have had more than 3 months occupational sick pay – will this be deemed as an overpayment and will I have to pay back monies?

No. Changes to the occupational sick pay scheme will not be applied retrospectively. Changes will be effective from the implementation date of 15 September 2016. If, however, on the implementation date you are absent from work, your occupational sick pay entitlement will be adjusted to comply with the new scheme.

I have been off sick since the 15 May 2016 (4 months at implementation) and I am currently entitled to maximum sick pay entitlement due to my length of service. What will I receive in my September salary?

As the change to the sick pay scheme will be implemented from 15 September 2016, you will receive full pay from 1 to 14 September and your pay from 15 September 2016 to 30 September will be at half pay.

Enhanced Payments

Paying plain time rate for all additional and/or overtime hours worked at an increased rate of 1/36th

Any hours worked beyond 36 hours per week are classed as overtime. For part time workers any hours worked beyond contractual hours up to 36 hours per week are classed as additional hours.

Where you have more than one job, contractual hours for the purposes of additional hours are considered on an individual job basis. All additional hours must be authorised by the Service Unit Manager / or their authorised representative.

Employees are not entitled to additional and/or overtime payments once their salary exceeds SCP 32 (Grade G).

Historically we used to work 37 hours per week therefore the overtime calculation was based on 1/37th although our contractual working week has reduced to 36 hours. From the 15 September 2016 the calculation of the overtime hourly rate will be increased to 1/36th instead of the current rate of 1/37th.

The table below shows the difference between current additional hours and/or overtime calculations based on 1/37th to the new calculation of 1/36th effective from the 15 September 2016.

Grade	SCP	Salary	Living Wage	Hourly rate (1/36 th)	Hourly rate (1/37 th)	Hourly rate difference between 1/36 th and 1/37 th
A	6	£14,514	£15,503	£8.25	£8.03	£0.22
	7	£14,615	£15,503	£8.25	£8.03	£0.22
	8	£14,771	£15,503	£8.25	£8.03	£0.22
	9	£14,975	£15,503	£8.25	£8.03	£0.22
B	10	£15,238	£15,503	£8.25	£8.03	£0.22
	11	£15,507	£15,503	£8.25	£8.03	£0.22
	12	£15,823	n/a	£8.42	£8.19	£0.23
C	13	£16,191	n/a	£8.62	£8.38	£0.24
	14	£16,481	n/a	£8.77	£8.53	£0.24
	15	£16,772	n/a	£8.93	£8.68	£0.25
D	16	£17,169	n/a	£9.14	£8.89	£0.25
	17	£17,547	n/a	£9.34	£9.09	£0.25
	18	£17,891	n/a	£9.52	£9.26	£0.26
E	19	£18,560	n/a	£9.88	£9.61	£0.27
	20	£19,238	n/a	£10.24	£9.96	£0.28
	21	£19,939	n/a	£10.61	£10.32	£0.29
	22	£20,456	n/a	£10.89	£10.59	£0.30
	23	£21,057	n/a	£11.21	£10.90	£0.31
F	24	£21,745	n/a	£11.57	£11.26	£0.31
	25	£22,434	n/a	£11.94	£11.62	£0.32
	26	£23,166	n/a	£12.33	£11.99	£0.34
	27	£23,935	n/a	£12.74	£12.39	£0.35

	28	£24,717	n/a	£13.15	£12.80	£0.35
G	29	£25,694	n/a	£13.67	£13.30	£0.37
	30	£26,556	n/a	£14.13	£13.75	£0.38
	31	£27,394	n/a	£14.58	£14.18	£0.40
	32	£28,203	n/a	£15.01	£14.60	£0.41

There remain a number of historical working practices in operation that place a contractual requirement on members of the workforce to undertake additional hours as contractual overtime, this specifically applies to Waste Collection Drivers and the Registrars service and is known as conditioned overtime, this is in place as we contractually require them to work more hours each week. Given these arrangements are very particular to these service areas and are deemed to be the most cost effective way to deliver the service, payment of conditioned overtime will remain paid at time and a half for this group of employees and also at the higher rate of 1/36th per hour.

Where separate entitlements exist for enhanced rates, each payment shall be calculated separately on the basis of plain time as it is a basic principle that an employee shall not receive an enhanced payment based on an already enhanced rate.

Example:

A full time employee on Grade E (SCP 23 £21,057) works 3 hours overtime between Monday and Friday. The hourly rate for the grade is £11.21.

Under the **current scheme** the employee would be paid at 1/37th i.e. £10.90 for the first hour of overtime. The second and third hours would be paid at T+1/2 or £16.35. The total for these three hours would therefore be **£43.60**.

Under the **new scheme** all three hours would be paid at plain time i.e. £11.21 per hour giving a total of **£33.63**.

Therefore, the reduction in pay for the 3 hours worked would be £9.97

If you are required to work additional and/or overtime hours and your basic salary is SCP 32 or less a premium of time and a third will be payable to employees working between the hours of 22.00 hours and 06.00 hours. Night rate will not apply to employees above SCP 32 working overtime and whose working hours extend into the night (between the hours of 22.00 hours and 06.00 hours). Contractual night working arrangements remain unchanged.

Questions and Answers

Will I be entitled to 6 months' pay protection on the proposed changes to overtime and/or additional hours?

No. There will be no pay protection. Pay protection arrangements exist to assist employees who are affected by a reduction in basic pay as a consequence of a service review where their substantive role is deleted and they move to an alternative post of a lower grade.

How are overtime and/or additional hour's payments calculated?

Annual Salary **divided by** 52.2 (weeks) **divided by** 36 (hours) = Hourly rate/plain-time rate

I receive conditioned overtime, does this change affect me?

Employees within Waste Services and Registrars who are required to work conditioned overtime as part of their normal working week will continue to receive this at the rate of time and a half. This will also now be paid at the higher rate of 1/36th from the implementation date. Should these employees work additional and/or overtime hours in excess of their conditioned overtime, these hours will be paid at plain time only.

What will I be paid if I work overtime at a weekend?

Any additional and/or overtime hours worked by an individual at a weekend will be paid at plain time only.

What will I be paid if I work overtime on a bank holiday?

Employees who work additional and/or overtime hours on a bank holiday will receive double time instead of triple time (this means employees will no longer receive additional time off in lieu).

What will I be paid if I work overtime at night, between the hours of 22.00 hours – 06.00 hours?

If you are required to work additional and/or overtime hours and your basic salary is SCP 32 or less a premium of time and a third will be payable to employees working between the hours of 22.00 hours and 06.00 hours. Night rate will not apply to employees above SCP 32 working overtime and whose working hours extend into the night (between the hours of 22.00 hours and 06.00 hours).

Bank Holidays

Bank holidays to be paid at double time with no additional time off in lieu

All employees (irrespective of grade), who are contracted to work bank holidays as part of their normal working week will be paid double time for all hours worked on a bank holiday. The entitlement to time off in lieu in addition to double pay will be removed.

Questions and Answers

Will I receive time off in lieu when I work a bank holiday?

No. The entitlement to time off in lieu currently provided will be removed with effect from 15 September 2016.

How much time off in lieu (TOIL) do I receive for working a bank holiday?

With effect from 15 September 2016, there is **no** entitlement to claim toil for contractual hours worked on a bank holiday.

What will I be paid if I work overtime at night on a bank holiday?

For hours between 22.00 hrs and 06.00 hrs only you will be paid plain time at the enhanced night rate (time plus a third). Overtime payments will not exceed double time in any circumstance.

I work part time and not contracted to work bank holidays. A bank holiday falls on a day I am normally required to work. How do I record my hours for this bank holiday?

You are entitled to 1/5th of your working week for designated bank holidays. For example an employee contracted to work 30 hours over 4 days (7 ½ hours per day) is entitled to claim 6 hours in time for the bank holiday, therefore the employee will owe the Council 1 ½ hours in time to make up the short fall in their contractual hours for the day.

I work part time and am not contracted to work on bank holidays. What am I entitled to claim when a bank holiday falls on my scheduled day off?

You are entitled to claim time which equals 1/5th of your working week. For example an employee contracted to work 30 hours over 4 days (7 ½ hours per day) is entitled to claim 6 hours for the scheduled bank holiday. You are not entitled to receive additional pay for this time.

I am not contracted to work bank holidays, I work 9 day fortnight and have alternate Monday's off work, my average working day is 8 hours. How much time can I claim on a designated bank holiday that falls on a Monday?

You are entitled to claim time which equals 1/5th of your working week i.e. 7 hours 12 minutes. This means that on a bank holiday Monday you will owe the Council 48 minutes in time as your average working day is 8 hours. However, where a bank holiday falls on a day that you are required to work you are entitled to claim 7 hours 12 minutes in time for this scheduled bank holiday. You are not entitled to receive any additional pay for this time.

I work on a bank holiday; instead of receiving double pay for the bank holiday worked can I opt to receive plain time and get the additional hours as time off in lieu?

No. However, the Council continues to have in place a holiday purchase scheme which enables you to purchase additional annual leave following approval by your Service Unit Manager.

Christmas Closure

Removal of the extra paid holiday(s) provided by the Council

The discretionary paid holiday(s) provided by the Council each year has been removed. The Council continues to be committed to maintaining the closure of some services during the Christmas period as this helps to reduce the cost of services. Employees will be required to use additional annual leave days each year as fixed annual leave to enable the Christmas closure week.

You will be required to retain 3 days annual leave for use over the Christmas closure. However, where Christmas Day falls on a Tuesday or a Thursday you will be required to use 4 days of your annual leave for use over the Christmas Closure Period.

No Christmas enhancement for time worked over Christmas Closure Period

Accrual of time off equating to 1/10th and 1/5th of weekly working hours will cease with effect from 15 September 2016 for those who are contracted to work during the Christmas Closure Period.

Questions & Answers

If I normally work the days between Christmas and New Year, what will time back will I receive?

Previously if you worked the days between Christmas and New Year you were entitled to receive additional time off in lieu, this entitlement has now been removed. You will no longer be entitled to accrue this additional discretionary time off in lieu.

How will this affect my leave where I am not required to work on the days between Christmas and New Year?

The Council will no longer be granting the extra paid discretionary holiday(s) provided at Christmas. You will now need to use more annual leave days (up to 4 days) to cover the Christmas closure period. These days are fixed and are only to be used only at this time.

How many days annual leave am I required to take during the Christmas closure?

If you are not required to work during the Christmas and New Year closure period, you will be required to take 3 days annual leave from your entitlement. However where Christmas day falls on a Tuesday and a Thursday, you will be required to take 4 days annual leave from your entitlement to cover the closure period.

The arrangements for Christmas 2016 are detailed in the table below.

Date	Not contracted to work during Christmas closure	Contracted to work during Christmas closure
Sunday 25 Dec 2016	OFF	Standard working day if rostered to work
Monday 26 Dec 2016	Bank holiday	Bank holiday working arrangements if rostered to work
Tuesday 27 Dec 2016	Bank holiday	Bank holiday working arrangements if rostered to work
Wednesday 28 Dec 2016	Annual leave (Fixed)	Standard working day if rostered to work – no fixed annual leave need be taken.
Thursday 29 Dec 2016	Annual leave (Fixed)	
Friday 30 Dec 2016	Annual leave (Fixed)	
Saturday 31 Dec 2016	OFF	Standard working day if rostered to work

The arrangements for Christmas 2018 where there will be 4 fixed annual leave days are detailed in the table below.

Date	Not contracted to work during Christmas closure	Contracted to work during Christmas closure
Monday 24 Dec 2018	Annual leave (Fixed)	Standard working day if rostered to work – no fixed annual leave need be taken
Tuesday 25 Dec 2018	Bank holiday	Bank holiday working arrangements if rostered to work
Wednesday 26 Dec 2018	Bank holiday	Bank holiday working arrangements if rostered to work
Thursday 27 Dec 2018	Annual leave (Fixed)	Standard working day if rostered to work – no fixed annual leave need be taken
Friday 28 Dec 2018	Annual leave (Fixed)	
Saturday 29 Dec 2018	OFF	Standard working day if rostered to work
Sunday 30 Dec 2018	OFF	
Monday 31 Dec 2018	Annual leave (Fixed)	Standard working day if rostered to work – no fixed annual leave need be taken
Tuesday 1 Jan 2019	Bank Holiday	Bank holiday working arrangements if rostered to work

My service closes during the Christmas period, can I choose to not take annual leave at Christmas and come into work?

No, only those who are required to work during the Christmas closure can use their leave at a different time with approval of their manager and suiting operational activity. Where a service is closed during the Christmas period, all employees working in this area are required to use their annual leave during this period of time.

My service normally stays open at Christmas – can I book that time off?

You are able to submit an annual leave request via the normal annual leave booking system with your line manager if you wish to be considered for annual leave during the Christmas period. To ensure that key priority services are maintained, it will however, be necessary to restrict the number of staff that are able to book the whole period off.

I work on a term time only basis – how will the removal of the discretionary paid day(s) affect me?

Those who work on a term time have their annual leave and the discretionary paid day(s) reflected within their monthly pay. The pay calculation within the payroll system will be adjusted to reflect the removal of the additional day(s) provided by the Council.

I am concerned that I will not have enough annual leave to cover the Christmas closure period, what are my options?

The Council continues to have in place a holiday purchase scheme which enables you to purchase additional annual leave following approval by your Service Unit Manager. The Council also has a range of flexible working options for you to consider which may support your individual commitments.

Mileage Scheme

Reduction of car mileage rates for casual users to HMRC rates (currently max 45p/mile) and removal of the car loan facility for casual and essential users

The scheme sees authorised casual car users adopting Her Majesty's Revenue and Customs (HMRC) mileage rates. Any subsequent changes that HMRC make in relation to rates payable for mileage will be implemented by the Council.

It should be noted that Inland Revenue deem any payment above the maximum rate of 45 pence / mile as income and not reasonable tax-free expenses. Any payments made above HMRC rates are taxable.

The new scheme is outlined below:

Car Allowance Rates	BAND 1 up to 1000cc size engine	BAND 2 1000cc size engine & above
Authorised Essential User		
Lump sum per annum	£846 paid @ £70.50/month	£963 paid @ £80.25/month
Per mile for first 10,000 business miles in the tax year	36.9 pence	40.9 pence
Per mile for business miles over 10,000 in the tax year	13.7 pence	14.4 pence
Authorised Casual (HMRC mileage rates)		
Per mile for first 10,000 business miles in the tax year	45 pence	45 pence
Per mile for business miles over 10,000 in the tax year	25 pence	25 pence

Motorcycle users will continue to receive 24p per mile and bicycle users 20p per mile in line with HMRC rates.

The current car loan facility will also be removed for any new applications with effect from 15 September 2016 irrespective of whether your post is designated as a casual or essential car user.

Questions & Answers

I currently have a car loan – will this end on 14 September 2016?

The car loan facility will be removed for any new applications; current loans will continue to be honoured for the remaining duration of the loan period.

When will the new mileage rate be implemented?

This will be implemented from the 15 September 2016.

If at the time of implementation I have mileage that was undertaken prior to the implementation date – will I receive the higher mileage rate?

Yes, mileage undertaken up to and including the 14 September 2016 mileage will be paid on the old higher rate.

I am an essential car user – does this change affect the mileage rate I currently receive?

The mileage rates for essential car user remain unchanged. However this is now calculated based on the first 10,000 business miles as opposed to the first 8,500 business miles in line with the HMRC mileage allowance payments.

Annual Leave Scheme

Feedback from the workforce during the consultation period confirmed that the current annual leave scheme is unfair as it rewards those who are paid on higher grades. Some employees suggested that they would wish to have a single annual leave scheme for all staff. The Council considered this suggestion but has determined that this would not be possible due to the costs of increasing all employees' annual leave or the detrimental impact on those that would be adversely affected. We have therefore chosen to implement the fairest scheme which sees our lowest paid workers see an increase in their annual leave and our highest paid workers see a reduction in annual leave. This option was also chosen as an alternative to implementing 3 days mandatory unpaid leave which would have equated to a 1.1% pay reduction for all.

The Council therefore, in seeking to reduce workforce costs whilst maintaining contractual pay will be introducing a fairer annual leave scheme – amended from 4 pay bands to 2 pay bands and retaining the 3 length of service bands continuing to recognise commitment and service to the Council. Please see table below.

Grade	Less than 5 years	5 Years plus	10 years plus
A-F	25	27	28
G, and all grades above up to and including Chief Executive	27	27	30

Questions & Answers

When is the new annual leave scheme effective from?

The new annual leave scheme is effective from 15 September 2016.

How will I receive my new annual leave entitlement?

Your line manager will arrange for your leave entitlement to be adjusted on your annual leave card/record. An annual leave calculator is available on the staff portal and Portal lite for employees and managers to be able to calculate leave entitlement.

I am paid on a term time only basis, how will the new scheme be applied?

Your pay is calculated based on the number of working weeks per year, plus annual leave entitlement and bank holidays. Your salary will be adjusted to reflect any changes in annual leave entitlement that may apply to yourself.

I am not paid on NJC salary scales (i.e. NHS, Soulbury, Youth), how do I calculate my new leave entitlement?

A small number of staff are not paid on the National Joint Council (NJC) pay scales, or have transferred to the Council through TUPE arrangements. The changes to annual leave equally apply to these groups of staff. Annual leave is determined by using the equivalent salary on the NJC pay scales.

When does my annual leave year start?

The annual leave year for non-school based staff starts on the 1st day of your birth month. For school based staff the annual leave year starts on the 1 April each year.

I have already taken my leave entitlement and will receive less leave in future so therefore I will have overtaken my leave – what happens in this situation?

Managers are asked to support employees in managing their annual leave and monitoring to ensure that this is avoided as much as possible. During the transition from the former annual leave scheme

to the new scheme on 15 September 2016, it may be necessary for an individual to use leave from the next annual leave year, or agree to make the necessary time up with their manager.

I am now entitled to more annual leave – can I take it when I want to?

You are able to submit an annual leave request via the normal annual leave booking system with your line manager and this will be managed in line with operational service delivery.

I am now entitled to more annual leave – can I sell this back as I don't need it?

No. You will be expected to use the additional days within your annual leave year. Holiday entitlement unused at the end of the holiday year cannot be carried over into the next holiday year, except in the case of a maximum of 3 days to be agreed in advance with your Service Unit Manager.

I am now entitled to less annual leave. This entitlement was necessary to manage my childcare/other personal commitments – what are my options?

The Council continues to have in place a holiday purchase scheme which enables you to purchase additional annual leave following approval by your Service Unit Manager. The Council also has a range of flexible working options for you to consider which may support your individual commitments.

Where can I find the annual leave purchase application form?

The holiday purchase application form is available on the Council's portal/Portal lite under "H" – Holiday purchase application form. By completing and submitting this form you may apply to receive up to an additional 20 working days leave per year (pro rata for part time employees).

I work in a school can I purchase additional annual leave under the holiday purchase scheme?

Yes. The scheme is available all employees to apply, and is subject to approval from their line manager/headteacher.

Additional Questions & Answers

Has the Trade Union agreed to these changes?

The trade unions have clearly indicated that they will not be in a position to enter into a collective agreement that changes terms and conditions of service on behalf of employees. Each employee needs to make their own decision as to whether to accept the new terms and conditions. The trade unions have given their commitment to work positively with the Council to ensure that our workforce are clear on the reasons and rationale for the changes, and to ensure that they are provided with the help and support needed to fully engage in the process, and make an informed decision.

I am on a fixed term contract that is due to end before 15 September 2016 – how will the changes affect me?

You will not be affected by these changes should your contract end before the 15 September 2016. In the event that your fixed term contract is extended to, or beyond the 15 September 2016, you will be issued with a revised contract of employment showing the fixed term contract with the new expiry date on the revised terms and conditions of employment.

I am currently on protected salary – how does this apply to me?

Your protected salary will remain in place for the pay protection period stated previously to you. All other changes to terms and conditions will apply to you from 15 September 2016.

I am currently on secondment to another post within the Council, or outside of the Council—do the revised terms and conditions of employment apply to me?

Yes. Those who are seconded into another post within Tameside MBC or outside of the Council will still be subject to the new terms and conditions of employment with effect from 15 September 2016.

I am currently seconded into Tameside Council – does this apply to me?

No. The terms and conditions of employment for those who are seconded into Tameside Council will remain as per their original terms and conditions of employment with their substantive employer.

My school is due to become an Academy from 1 September 2016 – how does this affect me?

If Academy status is achieved before the 15 September 2016 (implementation date) then the revised terms and conditions will not be applicable to you.

What happens if my school decides to become an Academy?

If Academy status is achieved before the 15 September 2016 (implementation date) then the revised terms and conditions of employment will not be applicable to you. Should Academy status be achieved on or after the 15 September 2016 then you will be subject to the revised terms and conditions of employment and you will transfer to the Academy on these revised terms and conditions.

Next Steps

Please read and consider the offer of a new contract which sets out the new terms and conditions of employment being offered to you.

The Council is seeking your individual agreement to vary your contract of employment by signing up to new terms and conditions. We have not taken this decision lightly but we know from the feedback received from previous briefing sessions and via the online survey, that the majority of employees understand there is a need to review terms and conditions of employment in order to safeguard as many permanent jobs as possible.

Take any advice you need to help you make up your mind whether to agree to your new contract. When you have decided, please sign one of the two single sheets headed '**Summary of Contract Particulars**' and return via post in the enclosed pre addressed envelope to Tameside Council Offices, Room A66, Two Trees Lane, Denton, M34 7QL or alternatively scan and email to contracts@tameside.gov.uk. The other copy and your contract are for you to keep for your records. The deadline for the return of your signed contract is **5pm on Wednesday 14 September 2016**. **If it is not received by this deadline you will no longer be employed by the Council/School as your old contract will have terminated and you will not have entered into a new one.**

Signing your new contract secures your job and current employment with the Council/School.

Help and Support

There are a number of ways you can get more information and support:

- If you have any concerns or queries and want to speak to someone about the changes, you should talk to your line manager, Headteacher or Service Unit Manager, who have been briefed and will be able to support you and answer questions in the first place
- Attend a scheduled drop-in session with colleagues from Human Resources. Details of these sessions are outlined at page 17/18 of this booklet. Further sessions may also be arranged dependent upon demand at that time
- You can also email any queries that are not addressed within the Employee Information Booklet directly to our dedicated inbox: listening@tameside.gov.uk
- You can speak to, and take advice from your Trade Union representative:

Trade Union Contact Details

Trade Union	Contact Name	Email Address	Telephone
Unison	Paul Taylor	tamesidebrsec@btconnect.com	0161 308 2452
GMB	Linda Mercer	linda.mercer@tameside.gov.uk	0161 342 3430
UNITE	Gary Hall	gary.hall@tameside.gov.uk	0161 343 5672
URTU	Lee Pimbley	lee.pimbley@urtu.com	01257 483674

If after discussions with your Trade Union you remain unsure about whether to sign your new contract, it is important you seek independent advice from a legal advisor and you should make arrangements for this. Alternatively, the **ACAS Helpline** can provide assistance to people who are involved in an employment dispute, or are seeking information on employment rights and rules. The Helpline provides clear, confidential, independent and impartial advice to assist the caller in resolving issues in the workplace:

 0300 123 1100 ACAS Helpline

Monday - Friday 08:00 - 20:00
Saturday 09:00 - 13:00

 **18001 0300 123 1100 Text Relay service for people with a hearing or speech impairment, should they prefer.**

In addition Citizens Advice Bureaus (CAB) and Law Centres provide FREE independent advice, assistance and representation on employment issues, although Law Centres generally give priority to residents within the boundary of their borough.

Tameside District Citizens Advice Bureau:

 Clarence Arcade, Stamford Street West, Ashton u Lyne, OL6 7LT
 **Telephone:** 0161 342 5005

Oldham Law Centre:

 **Address:** First Floor, Archway House, Bridge Street, OLDHAM, OL1 1ED
 **Telephone:** 0161 627 0925

Questions & Answers

I am unsure whether to sign and accept these revised Terms and Conditions what should I do?

If you have any concerns or queries and want to speak to someone about the changes, you should talk to your Service Unit Manager/Headteacher, who have been briefed and will be able to support you and answer questions in the first place. You also have the option of attending a drop-in session to speak to a member of the HR Team in respect of these changes. The deadline for the return of your contract is **5pm on Wednesday 14 September 2016. If it is not received by this time and date you will no longer be employed by the Council as your old contract will have terminated and you will not have entered into a new one.**

When and where are the drop-in sessions?

Date	Time	Venue
Monday 27 June 2016	1.15pm to 3.15pm	Mossley Hollins High School Huddersfield Road Mossley OL5 9DP
Tuesday 28 June 2016	2pm to 4pm	Hyde Town Hall Newton Suite Market Street Hyde SK14 1AL
Wednesday 29 June 2016	1pm to 3pm	Council Offices Training Room Two Trees Lane Denton M34 7QL
Thursday 30 June 2016	2pm – 4pm	Tame Street Depot Training Room Tame Street Stalybridge SK15 1ST
Friday 1 July 2016	11am to 1pm	Ashton Library Old Street Ashton u Lyne OL6 7SG

Tuesday 5 July 2016	1pm to 3pm	Greater Manchester Pension Fund Conference Room 2 Guardsman Tony Downes House 5 Manchester Road Droylsden M43 6SF
Wednesday 6 July 2016	10am to 12pm	Longdendale High School Spring Street Hollingworth Via Hyde SK14 8LW
Thursday 7 July 2016	4pm to 6pm	Dukinfield Town Hall Lesser Hall King Street Dukinfield SK16 4LA

When do I have to return my signed Summary of Contract Particulars?

The deadline for the return of your contract is **5pm on Wednesday 14 September 2016**. **If it is not received by this time and date you will no longer be employed by the Council as your old contract will have terminated and you will not have entered into a new one.**

What if I choose not to sign and return my Summary of Contract Particulars?

Your letter serves you with 90 days' notice to the termination of your contract of employment with the Council on the 14 September 2016, with an offer of re-engagement on the proposed new terms and conditions to take effect from the 15 September 2016 implementation date.

If you do not agree unconditionally to the offer of re-engagement on the revised terms and conditions of employment by not returning the signed Summary of Contract Particulars by 5pm on Wednesday 14 September 2016 you will be dismissed with effect from this date. The purpose of the termination of your current contract of employment is to ensure that you enter into a new contract of employment with the Council on the basis of the new terms and conditions of employment outlined within this document. You will not be entitled to receive a severance or a redundancy payment.

Can I appeal against the termination of my contract?

You have the opportunity to attend a hearing to put forward reasons why your contract should not be terminated. Should you wish to do so, you should write to the Head of Democratic Services, Dukinfield Town Hall, King Street, Dukinfield, Tameside, SK16 4LA, stating the grounds on which you intend to appeal. Please note that the grounds you cite should only relate to the termination of your contract. It is not an opportunity to appeal against the implementation of the new terms and conditions and the impact of the implementation upon you. Your letter must be received by the Head of Democratic Services **no later than 4pm on Friday 15 July 2016**. Any hearings will take place after this date.

Can I return my signed Summary of Contract Particulars prior to the 14 September 2016?

Yes, we encourage employees to sign and return their signed Summary of Contract Particulars as soon as possible. We will be reviewing the returned signed summary of Contract Particulars on a regular basis. There will be reminders for staff communicated in the weekly Chief Executives' brief and in writing to ensure that staff understand the position and implications of not signing up.

My Summary of Contract Particulars has incorrect job details – what should I do?

Your Summary of Contract Particulars has been produced using your contract details held in the payroll system at May 2016. However, the details regarding your pay and increments have been updated to show the position that will apply in September 2016.

Where future changes to your contract are due e.g. an extension to a fixed term contract/appointment to a new role, you will be issued with a new contract in due course and should still sign and return **this** contract to ensure that you secure your employment with the Council/School.

However, if the information in this contract is contractually incorrect, please provide details on the Contract Query Sheet which is enclosed with this documentation pack. We will consider whether it is necessary to reissue you with a new contract.

My pension contribution banding on the Summary of Contract Particulars is incorrect – what should I do?

Your pension contribution shown on your contract summary sheet reflects your contribution payment from your May 2016 salary. This contribution payment is based on your basic pay plus any allowances and/or overtime payment you received in your May salary. Pension contributions are made in line with your level of earnings. Please be advised that your contribution rate can go up or down during the course of the year according to your level of pay each month.

My work location on my Summary of Contract Particulars is incorrect – what should I do?

The work location stated on the document is a guide, under your contract of employment your place of work may be at any of the Council's establishments (administrative offices, schools, depots or other facilities) within the Borough of Tameside. It is a term of your employment that you may be required to work at any of the Council's establishments or premises whether on a temporary or permanent basis as the Council may reasonably require from time to time. Please do not write any amendments to the Summary of Contract Particulars document, we will not be reissuing contract documentation for incorrect work location. Please complete and return the document as detailed below.

Where do I return my signed Summary of Contract Particulars to?

Please return one signed copy of the Summary of Contract Particulars via post in the enclosed pre addressed envelope to Tameside Council Offices, Room A66, Two Trees Lane, Denton, M34 7QL or alternatively scan and email to contracts@tameside.gov.uk. The other copy and your contract are for you to keep for your records. The deadline for the return of your signed contract is **5pm on Wednesday 14 September 2016. If it is not received by this deadline you will no longer be employed by the Council/School as your old contract will have terminated and you will not have entered into a new one.**

I have a query/concern about the information on the Summary of Contract Particulars. What do I need to do?

If you have any concerns about the information contained within your contract please do not write any amendments on the Summary of Contract Particulars. Please complete the enclosed Contract Query Sheet and return via post in the enclosed pre addressed envelope to Tameside Council Offices, Room A66, Two Trees Lane, Denton, M34 7QL or alternatively scan and email to contracts@tameside.gov.uk. The other copy and your contract are for you to keep for your records. The deadline for the return of your signed contract is **5pm on Wednesday 14 September 2016. If it is not received by this deadline you will no longer be employed by the Council/School as your old contract will have terminated and you will not have entered into a new one.**

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