

**NORTH LINCOLNSHIRE COUNCIL**

**CORPORATE SERVICES CABINET MEMBER**

**REVISED HUMAN RESOURCES (HR) DOCUMENTS**

**1. OBJECT AND KEY POINTS IN THIS REPORT**

- 1.1. To seek approval for revisions to the council's Pay policy including conditions for the provision of Salary Supplements
- 1.2 To approve the new Types of Worker guidance.

**2. BACKGROUND INFORMATION**

**Pay policy**

- 2.1 The Pay policy has been revised to incorporate specific elements of the National Joint Council (NJC) for Local Government Service National Agreement on Pay & Conditions of Service (the 'Green book').
- 2.2 There have been no significant changes to basic pay and conditions but the revised policy provides useful clarity and aids consistency on the application of starting salaries, increments, overtime and enhancements.
- 2.3 The revised policy also addresses Appendix 1 (Salary Supplements) amending the conditions for the payment of such supplements where the council is unable or unlikely to recruit to a post in defined circumstances.
- 2.4 The policy has been revised to state that the payment of any salary supplement will normally be withdrawn during periods of sickness absence.

**Types of Worker**

- 2.5 The Types of Worker document has been developed following an audit, which highlighted that there was insufficient guidance for managers about the appropriate use of fixed-term employees and casual and agency workers.

- 2.6 The guidance advises managers of the most suitable method of filling a vacancy, the procedures for doing so and any specific arrangements that apply to the various types of worker, including procedures for termination.
- 2.7 The document also gives direction on the use of successive fixed-term contracts, secondments and the maximum length of time a casual or agency worker should be engaged. The guidance confirms the acceptable reasons for use and also highlights the consequences of engaging workers for continuous periods.

### **3. OPTIONS FOR CONSIDERATION**

- 3.1 To consider and accept the documents.
- 3.2 To reject the proposed documents.
- 3.3 To suggest further revisions to the proposed documents.

### **4. ANALYSIS OF OPTIONS**

- 4.1 Accepting the proposed documents will ensure that managers have a clearer understanding of the agreed pay and conditions framework and that their engagement of workers particularly for short-term projects accords with employment legislation.
- 4.2 Rejecting the proposed changes would result in the council's approach not keeping up to date with legislation in these areas. It would also mean continuing to use documents that are open to misinterpretation.
- 4.3 Recommending further changes to the documents is an option if there are particular aspects or clauses that are deemed to be unsatisfactory but would require further consultation and delay implementation.

### **5. RESOURCE IMPLICATIONS (FINANCIAL, STAFFING, PROPERTY, IT)**

#### **5.1 Financial**

None.

#### **5.2 Staffing**

The Types of Worker document suggests that permanent contracts should be used unless there is clear justification for not doing so. However this document will be clearly communicated in the context of current measures to control and reduce employment costs across the council in anticipation of a severe reduction in available funding on or before 1 April 2011, where the emphasis is on holding vacancies,

redeploying potentially redundant employees or making temporary appointments.

**5.3 Property**

None.

**5.4 IT**

None.

**6. OTHER IMPLICATIONS (STATUTORY, ENVIRONMENTAL, DIVERSITY, SECTION 17 CRIME AND DISORDER, RISK AND OTHER)**

6.1 The Types of Worker guidance assists the council in meeting existing legal obligations under the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002.

**7. OUTCOMES OF CONSULTATION**

7.1 The relevant trade unions have been consulted and are supportive of the documents.

**8. RECOMMENDATIONS**

8.1 That the documents be approved and adopted.

SERVICE DIRECTOR HUMAN RESOURCES

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**Background Papers used in the preparation of this report: None**

## 1.0 INTRODUCTION

- 1.1 Grading of jobs will be determined by the council's Job Evaluation schemes to ensure that they are fair and non-discriminatory, comply with equal pay legislation and associated codes of best practice.
- 1.2 Basic pay will be in accordance with the evaluated grade and the agreed pay structure of the relevant conditions of service.
- 1.3 All evaluated grades are subject to approval by the Corporate Services Cabinet Member.
- 1.4 Where this policy and others are silent on matters of pay, the National Joint Council (NJC) for Local Government Service National Agreement on Pay & Conditions of Service (the 'Green book') will apply.

*Note 1: This document applies to all council employees subject to the terms and conditions of the National Joint Council (NJC) for Local Government Service National Agreement on Pay and Conditions of Service (the 'Green book'). The principles of this policy also apply to the following groups of employees where national conditions are not prescribed:*

- *Soulbury officers*
- *Youth & Community Workers*
- *Centrally employed staff on teachers terms and conditions*

## 2.0 STARTING SALARIES

- 2.1 Appointees will commence at the minimum spinal column point (Scp.) of the scale except where the person to be appointed already receives a basic salary within the grade of the new job, when the next higher incremental point may be used provided that the person is not moving jobs **within the council** on the same grade.
- 2.2 Where more than one contract (internally or externally) is held at any one time, the salary in the first will not count towards the calculation of salary for a second or subsequent contract unless both are for exactly the same job type i.e. working to the same evaluated job description and grade.

- 2.3 In determining the basic salary of a candidate all supplementary payments or allowances such as overtime, bonus, attendance allowances, etc. shall be disregarded. No account will be taken of company cars or any other non-financial benefit.
- 2.4 Previous basic salary will not be taken into account, where the candidate is unemployed at the point the offer is made.
- 2.5 In exceptional circumstances, Service Directors in consultation with the Service Director Human Resources may authorise a starting salary elsewhere within the grade of the post.
- 2.6 Where a person is appointed to a career graded post and meets all the criteria for a specific grade within the career grade they should be appointed to the minimum point of that specific grade subject to 2.1 above.
- 2.7 Payment for most new appointees with the exception of apprentices and casual workers will be monthly on the 28<sup>th</sup> day of each month by credit transfer.

### **Pensions**

- 2.8 Eligible employees will automatically become a member of the Local Government Pension Scheme (LGPS) if they have a contract of employment for at least three months.
- 2.9 For centrally employed teachers or posts that the council decides are eligible for membership of the Teacher's Pension Scheme (TPS) new appointees will automatically become scheme members.

### **3.0 INCREMENTS**

- 3.1 Increments shall be paid on 1<sup>st</sup> April each year until the maximum of the grade is reached unless the employee has less than six continuous months service in the post or at the same spinal column point by 1<sup>st</sup> April in which case the next increment will be payable the following April.

3.2 An employee promoted or regraded to a higher grade should receive an immediate pay increase.

3.3 A higher grade is defined as one which the employee could not have progressed to had they remained in their previous grade. Career graded posts with progression criteria between each grade are to be considered as separate grades.

#### 4.0 OVERTIME/ADDITIONAL HOURS

4.1 Overtime/additional hours payments will be calculated in accordance with the 'Green book', and the collective agreement on the implementation of job evaluation.

4.2 Employees who are required to work overtime/additional hours beyond their working week are entitled to receive enhancements on the following basis:

Monday to Saturday	Time and a half
Sundays and Public and Extra Statutory holidays	Double time (min 2 hours)

4.3 Overtime rates will only be payable to employees on Scp. 25 or less.

4.4 Part-time employees will only be paid overtime rates in circumstances where an equivalent full time employee would receive them. E.g. for a part-time employee who normally works Monday to Friday, work up to 37 hours per week Monday to Friday will be paid at plain time; thereafter and at weekends overtime rates will be payable.

4.5 Employees on Scp. 26 or above who are required to work additional hours beyond their normal working week (described at 4.4 and 4.6) will be entitled to either a plain time payment or time off in lieu (TOIL) for exactly the amount of hours worked. This will be determined and agreed in advance by the employing department.

4.6 All overtime must be authorised in advance by an appropriate manager unless other arrangements are in place.

## 5.0 ENHANCEMENTS

5.1 As part of the collective agreement on the implementation of Job Evaluation the following elements of the 'Green book' have been discontinued:

- Retaining fee
- Unsocial hours payments
- Residential and Allied Staff Conditions (RASC)

### **Non-standard working patterns and shift work**

5.2 Enhancements for non-standard working and shift allowances will only be payable to employees on Scp. 28 or less.

#### *Weekend working*

5.3 Employees who are required to work on Saturday and/or Sunday as part of their normal working week are entitled to the following enhancements:

Saturday	Time and a half	
Sunday	Time and a half	(employees above point 11)
	Double time	(employees at or below point 11)

#### *Night Work*

5.4 Employees who work at night as part of their normal working week are entitled to receive an enhancement of time and one third for all hours worked between 8pm and 6am.

5.5 The night work rate shall be payable where appropriate, in addition to the enhanced rates of pay for work as part of the normal working week, on Saturday and on Sunday.

#### *Bank Holiday working*

5.6 Employees required to work on a public or extra statutory holiday shall, in addition to the normal pay for that day, be paid at plain time rate for all hours worked within

their normal working hours for that day. In addition, at a later date, time off with pay shall be allowed as follows:

Time worked less than half the normal working hours on that day	Half Day
Time worked more than half the normal Working hours on that day	Full Day

### *Alternating shifts*

- 5.7 An enhancement equivalent to 10% of basic salary will be payable to employees working alternating shifts providing all of the following criteria are met:
- The total period covered by the shifts is 11 hours or more.
  - There are at least 4 hours between the starting time of the earliest and latest shift.
  - The number of normal office hours shifts (8am to 6pm) does not exceed half of the shifts in the rota.

### *Rotating shifts*

- 5.8 An enhancement equivalent to:
- 17% of salary for three shifts on a rota basis including a night shift over 5 or 6 days, or
  - 20% of salary for three shifts on a rota basis including a night shift over 7 days will be payable to employees working rotating shifts providing all of the following criteria are met:
    - The total period covered by the shifts is 18 hours or more.
    - At least 4 hours are worked between 8pm and 6am.

### *Split shifts*

- 5.9 An employee whose normal daily duty necessitates more than one attendance within the same contract, with a continuous break between attendances of not less than two hours, will receive an additional five pence per hour for all hours worked.



5.10 The payment does not apply in the following circumstances:

- Employees working overtime/additional hours
- Employees called upon to return to work
- Employees engaged on night work.

5.11 If a part time school cleaner who works on split duty basis during school term works on a continuous duty during a period of school closure, the five pence addition continues to be paid at the amount payable during term time.

#### *Standby/Call-out*

5.12 An employee who is contractually required or volunteers to be available on a standby/call-out basis will be recompensed by payment of an amount determined at a local level.

5.13 The agreed payment is designed to compensate employees for the inconvenience of being at council's disposal outside of normal working hours and for the limitations this imposes on them. The payment is made on the basis that employees are at all times available and able to work if called upon.

5.14 Employees who are called upon to return to work will be paid an amount determined at a local level. In some circumstances this may be incorporated into the agreed standby payment.

*Note 2: Information on allowances and expenses payable for purposes other than non-standard working patterns can be found in the council's Allowances and Expenses procedure B.4.*

## **6.0 TEMPORARY EMPLOYEES AND CASUAL WORKERS**

6.1 All the provisions stated above should be applied equally to temporary employees as to permanent employees.

6.2 Casual workers do not work regularly but are engaged on an 'as and when required' basis and will be paid on an hourly basis at the minimum point of the evaluated grade for the job undertaken. The rate of pay will attract, as appropriate, any

premium payments which would be payable to regular employees working similar hours provided that all the qualifying conditions are met. No other national, regional or local conditions of service will apply. An additional allowance of 10.7% of their basic salary will be paid for annual leave, but is independent of all other enhancements.

## **7.0 UNDERTAKING THE WORK OF A HIGHER GRADED POST**

- 7.1 An employee, who is required by their Service Director to undertake the duties and responsibilities of a higher graded post, may be paid in accordance with the grade of the duties and responsibilities temporarily undertaken. The payment of an honorarium will normally be limited to periods in excess of four weeks except when alternative means of providing cover are not available.
- 7.2 The amount to be paid will be the minimum of the higher graded post unless the salary of the employee including contractual enhancements/allowances already exceeds the minimum in which case the next incremental point should be used.
- 7.3 Honoraria payments where partial duties and responsibilities are undertaken are calculated on the basis of the Service Director's assessment of the percentage of the higher graded work undertaken. This percentage will be applied to the difference between the individual's salary and the minimum point of the higher graded post, unless the salary of the employee already exceeds the minimum in which case the next available incremental point should be used, to calculate the payment to be made.
- 7.4 Payment will cease immediately the employee resumes their normal duties.
- 7.5 In identifying employees to undertake the duties and responsibilities of a higher graded post the principles of equality of opportunity should apply and expressions of interest sought from the group of employees who could undertake the higher graded duties.

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**Officers undertaking additional, exceptionally onerous duties and responsibilities**

- 7.6 Employees who are required by their Service Director to perform additional, exceptionally onerous duties and responsibilities may be paid an additional amount determined in consultation with the relevant head of Human Resources (HR).

**Approval**

- 7.7 Formal approval, in accordance with the council's terms of reference of committees, is required for the payment of an honorarium in advance of an employee undertaking the duties and responsibilities of a higher graded post or those of an exceptionally onerous nature.
- 7.8 Approval of honoraria is delegated to the Service Directors, subject to prior consultation with the relevant head of HR and the finance/resources manager.
- 7.9 Employees must not be advised that they will receive an honorarium until formal approval is obtained.
- 7.10 The Head of HR is responsible for compiling a written quarterly report with full costs for each of their service areas for consideration by Service Management Teams (SMTs) and the appropriate Cabinet Member. Copies will be provided to the Service Director HR, who will prepare a council wide report for consideration by the Corporate Services Cabinet Member.
- 7.11 Once approved the formula for honoraria payment remains fixed, for the period concerned.

**8.0 APPRENTICES AND NATIONAL MINIMUM WAGE**

- 8.1 Apprentices at North Lincolnshire Council will be paid £95.00 per week in the first year of apprenticeship. Subject to satisfactory progress with their qualification, this will be increased to £120.00 per week in subsequent years, unless paragraph 6.2 applies.

8.2 Apprentices are entitled to the appropriate national minimum wage rate when they are aged 19 or over and have completed the first year of their apprenticeship.

- Workers aged 18 to 21 (the 'development rate'), currently £4.83 an hour
- Adults (which means people aged 22 and over), currently £5.80 an hour.

8.3 Where an apprenticeship framework is identified as a suitable development opportunity for existing employees, the nature of their employment status will not change and their terms and conditions will be no less favourable than as stated in their SOMT.

## **9.0 SALARY PROTECTION**

9.1 Salary protection will apply in situations where an employee is:

- redeployed into a lower graded post under defined circumstances, or
- where an organisational review or a regrading application results in the re-evaluation of an employee's current post to a lower grade

9.2 The protected salary will be reduced to the actual post value over a three year period as detailed in the council's Redeployment procedure A.9.

## **10.0 ADMINISTRATION**

10.1 Reports to the Corporate Services Cabinet Member highlighting increased grading costs should be based on the mid point of the new grade plus salary on costs. The mid point of a grade is calculated by adding the minimum point of a grade to the maximum point and dividing by two.

10.2 Current NJC payscales, including mid points and salary on cost figures are detailed at Appendix 1a.

## **1.0 STATEMENT OF PRINCIPLES**

1.1 If, in exceptional circumstances, it can be clearly demonstrated that the council is unable or unlikely to recruit to a post one or more of the supplements described may be offered dependant upon the circumstances and subject to all of the following conditions:

- That consideration has been given to all alternative courses of action (such as reconsidering the job description or the organisation of the work) and;
- At least two attempts have been made to recruit to the post or;
- There is clear evidence of recent recruitment failures and better conditions of service/higher salaries being paid in comparable organisations.

## **2.0 RECRUITMENT SUPPLEMENT**

2.1 In cases of proven difficulty a recruitment supplement of up to 10% of salary may be offered.

2.2 The supplement will be payable to the post in question and all other identical posts in the organisation. It will not be payable to any related supervisory or subordinate posts.

2.3 Subject to the general conditions below, this supplement will be paid as part of the monthly salary.

## **3.0 FIXED TERM SUPPLEMENT**

3.1 In cases of proven recruitment difficulty when the post in question is subject to a fixed term contract, the following supplements may be offered:

For a one year contract	-	15% of salary
For a two year contract	-	10% of salary
For a three year contract	-	5% of salary

3.2 The supplement will be payable to the post in question and all other identical fixed-term posts.

3.3 Subject to the general conditions below, this supplement will be paid as part of the monthly salary.

#### **4.0 SPECIFIC TASK SUPPLEMENT**

4.1 In cases of proven difficulty when the work to be undertaken is subject to identifiable and measurable targets a supplement equivalent of up to 10% of the salary may be offered.

4.2 Subject to the general conditions below, this supplement will be paid as a lump sum payment on the anniversary of the appointment or at the end of the contract, whichever is the sooner.

4.3 Payment of the supplement will be conditional upon pre-determined work related targets being achieved and the employee remaining in post for the period in question.

4.4 The supplement will be payable to the employee in question only.

#### **5.0 GENERAL CONDITIONS**

5.1 The application of any supplement will be subject to prior approval by the Corporate Services Cabinet Member.

5.2 The payment of any supplement will be withdrawn during periods of sickness absence.

*Note 2: Absences which are due to maternity, reportable industrial injury (as per RIDDOR), disability (as defined by the Disability Discrimination Act (DDA)) or related to gender reassignment will normally be discounted for this purpose.*

5.3 If a post to which a supplement is being paid becomes vacant, attempts will normally be made to make an appointment on normal terms and conditions before re-applying the supplement. Where a successful appointment is made on normal

terms and conditions the supplement will be withdrawn from all identical posts subject to 12 weeks' notice.

- 5.4 All recruitment supplements will be subject to annual review and re-approval and, if conditions change, withdrawal subject to 12 weeks' notice.
- 5.5 If the post to which a supplement is being paid is regraded and is subject to an increase in grade the supplement will be withdrawn without notice.
- 5.6 All supplements will remain separate from the salary and will not be incorporated into rates of pay, or associated allowances and will not be used to calculate any termination payments such as redundancy. They will, however, be subject to tax, national insurance and superannuation.
- 5.7 If an employee successfully applies for and obtains a higher graded post, whilst in receipt of a salary supplement, the employee's basic salary only, will determine the starting salary within the grade of the new post.
- 5.8 In agreeing to accept any of the above supplements employees will be required to agree to a revision to their terms and conditions of service to provide an additional one month notice period for termination of employment (subject to a maximum of three months' notice being required).

### 1.0 Introduction

1.1 When a vacancy occurs the responsible manager must give consideration to whether there is a need to fill the vacancy, on what basis and whether there is finance available to fund the post.

1.2 The following guidance exists to advise managers of the most appropriate method of filling the vacancy, the procedures for doing so and any specific arrangements that apply to the various types of worker. It is important that objective decisions are made at the beginning of the recruitment process. Advice is available from Human Resources (HR) at all times.

1.3 It is essential that in all cases appropriate safeguarding, health, and eligibility for employment checks are carried out.

*Note 1: Every worker (whether an employee or otherwise) described in this document has the right to protection afforded by anti-discrimination legislation and the Working Time Regulations 1998. Further guidance on working hours and entitlement to breaks can be found in the council's Working Time policy A.5.*

1.4 No post should be advertised, filled by secondment, filled by an existing employee acting up or by an agency worker until the relevant Head of HR has certified that there is no suitable redeployee/s. See the council's Redeployment procedure A.9 for further information.

1.5 With the exception of TUPE transfers and employees on teachers terms and conditions all new employees irrespective of the nature of the contract or any continuous local government service will be subject to a probationary period on appointment. See the council's Probation procedure A.3 for more information on the length of the probation period.

1.6 Casual or agency workers will have no right to more favourable consideration for vacancies.



### 2.0 Permanent (open ended)

2.1 Permanent contracts should be used unless there is a clear justification for not doing so. They are of indeterminate duration with no defined termination date (other than the council's normal retirement age of 65). See the council's Approaching Retirement procedure A.10a for further information.

### 3.0 Fixed-term (Temporary)

3.1 Employees on fixed-term contracts have a statutory right not to receive less favourable treatment than permanent employees. A fixed-term contract will come to an end:

- upon reaching a specified date
- when a specified task has been completed, or
- when a specified event does or does not occur.

3.2 A fixed term contract is likely to be suitable in the following circumstances:

- to cover maternity leave
- the completion of a specific task (project work)
- limited (external) funding for a post
- to cover long-term sickness
- service review
- during a period of cost control

*This list is not exhaustive.*

3.3 The Statement of Main Terms of Employment (SOMT) must clearly state the reason for the fixed-term status, what event will end the contract and the specified end date, or anticipated length of the contract where an end date is unknown.

3.4 The expiry of a fixed-term contract is regarded as a dismissal in law. Therefore when a contract is terminated it is essential that the dismissal is for the reason stated within the SOMT.

- 3.5 If the objective condition for the fixed-term contract is to cover the absence of a permanent employee (e.g. maternity leave or long-term sickness) the subsequent reason for dismissal will be defined in law as ‘some other substantial reason’ (SOSR) and regardless of length of service there will be no entitlement to a redundancy payment.
- 3.6 If the objective condition for the fixed-term contract is the completion of a specific task (project work) or is attributable to limited (external) funding for a post, the subsequent reason for dismissal will normally be ‘redundancy’, on the basis that the requirement for an employee to do the work has ceased or diminished.
- 3.7 In circumstances where the reason for dismissal is ‘redundancy’ and the employee has at least two years’ continuous service the relevant elements of the council’s Redundancy procedure A.8 and the Local Government Pension Scheme (LGPS) Discretionary Options and Compensation for Termination of Employment policy A.8a will apply.
- 3.8 Where a fixed-term contract is to be terminated for the reason stated within the contract the employee should be informed (at least 12 weeks before the end of the contract) that the contract is coming to an end and the following process should be followed:
- write to the employee notifying them that the contract is coming to an end and the reason for this;
  - offer them a meeting to discuss the matter;
  - if the employee wishes, hold a meeting, at which the employee has the right to be accompanied by a trade union representative or fellow worker of the council, and then notify the employee of the decision;
  - offer the right of appeal to the Service Director Legal and Democratic Services, who will arrange a meeting of the Appeals Committee.

*Note 2: Employees in fixed-term posts of one year or more will be placed on the redeployment register for the last 12 weeks of their contract. This period may be extended if significant numbers of employees are involved. See the council’s Redeployment procedure A.9 for more information.*

- 3.9 If another reason for termination arises (e.g. disciplinary or capability) the relevant procedure must be followed.
- 3.10 Where a fixed-term contract (which includes provision for early termination) is brought to an end earlier than the stated expiry date, the employee will be eligible to the appropriate notice. For fixed-term contracts that do not include such provision, there is a contractual obligation to pay the remaining period of the contract.

#### ***Successive fixed-term contracts***

- 3.11 Successive fixed-term contracts are a series of two or more contracts that do not break continuity of employment as defined by the Employment Rights Act 1996 (ERA).
- 3.12 There is no limit on the length of the first fixed-term contract. However, once a fixed-term contract of over four years expires and is renewed (or the employee is re-engaged on a successive contract), the contract will be deemed to be permanent unless the continued use of a fixed-term contract can be objectively justified.
- 3.13 Once four years' continuous service has been completed under two or more successive contracts\*, the employee can write to the council and request written confirmation that the contract is to be regarded as permanent.

*\*Note 3: Continuous service obtained in a permanent contract prior to service in a fixed-term contract will not count for these purposes.*

#### **4.0 Secondment**

- 4.1 A secondment occurs when an employee temporarily undertakes a different role but whose contract and substantive post remain open and unchanged.
- 4.2 All fixed-term posts of two years or less can be considered as potentially suitable as secondment opportunities for existing employees. Secondments should be encouraged where they provide a potential development opportunity for an employee.

- 4.3 The period of secondment will be agreed with objective conditions and clearly defined in a secondment agreement, signed by all parties, the seconding manager, the secondee and the recruiting manager. The agreement will also highlight any terms and conditions that differ from the secondee's substantive SOMT.
- 4.4 Secondments will not normally last longer than two years but can in exceptional circumstances be extended for a maximum period of three months by the agreement of all parties.
- 4.5 Secondment opportunities will normally be advertised as fixed-term vacancies in the typical way. If the vacancy is expected to be of a very short-term or highly specialist nature it may be advertised internally only. In such cases the vacancy should be advertised as widely as possible throughout the council using a range of communication channels.
- 4.6 Employees who express an interest in a secondment opportunity must have obtained the agreement of their manager before applying. Existing employees are encouraged to apply for fixed-term posts on a secondment basis.
- 4.7 The council's normal recruitment and selection procedures should be used to recruit to the secondment opportunity.

#### **5.0 Temporary acting up or extra onerous duties**

- 5.1 A short-term vacancy or specific task can be filled/undertaken by an existing employee. Acting up is normally appropriate where part of a job is being covered; a job is covered by more than one person; where specific skills or knowledge is required and where the need is urgent.
- 5.2 When considering how widely to offer the opportunity to 'act up', managers should take into account whether there is more than one person that would benefit from the development and whether there is more than one person that could undertake the work. The broader the answer to these two questions the more widely the opportunity should be offered.

#### **6.0 Zero-hours contracts**

- 6.1 A zero-hours contract is one in which an employee undertakes to work for the council on a regular basis without any minimum amount of work being guaranteed. The main difference between this and a casual worker is the establishment of mutuality of obligation, even though there may be no pattern of work.
- 6.2 Employees on zero-hours contracts have continuity of employment from the day the contract commences. Periods during which no work is performed will not break continuity of employment.

#### **7.0 Apprentices**

- 7.1 Apprentices are employed on fixed-term contracts for the period of learning. These are not time-bound, however the apprenticeship (NVQ L2) normally takes up to one year, the advanced apprenticeship (NVQ L3) can be two to three years in duration.
- 7.2 Apprentices are employed in line with the council's HR policies and procedures and are subject to the terms and conditions (excluding pay) of the National Joint Council (NJC) for Local Government Service National Agreement on Pay and Conditions of Service (the 'Green book').
- 7.3 Where an apprenticeship framework is identified as a suitable development opportunity for existing employees, the nature of their employment status will not change and their terms and conditions will be no less favourable than as stated in their SOMT.

#### **8.0 Jobcentre Plus initiatives**

- 8.1 The council has signed up to an agreement with Jobcentre Plus, called Local Employment Partnerships (LEP). The agreement involves a number of pledges that lend support to the long-term unemployed in the North Lincolnshire area.

8.2 All pledges are subject to LEP applicants meeting essential criteria in the normal way, and there is no expectation of preferential treatment. However, managers should follow periodic advice from HR service teams and mark vacancies appropriately to inform those applying through Jobcentre Plus.

### 9.0 Casual workers

9.1 The distinction between casual work and temporary employment can become blurred. However, as a general guide casual work can be deemed to exist when there is a need for very short-term employment, usually at very short notice. The need may:

- occur only once, or
- occur more often but on an irregular or unpredictable basis

9.2 There is no obligation on either party to provide or undertake work. Casual workers should be engaged on an 'as required' basis and there should be no intention of continual employment. Casual work should not last longer than one month. If an employee is engaged to undertake a variety of tasks for a more prolonged period or on a regular basis this would more appropriately be considered to be a fixed-term contract rather than casual work.

9.3 The appointment of casual workers need not follow the normal recruitment and selection process although pre-employment checks must be carried out in accordance with the council's Recruitment and Selection policy A.2 prior to commencement.

9.4 It is essential that casual workers have the necessary skills to undertake the work and are trained/familiar with safe working practices.

9.5 If a casual worker:

- is used regularly,
- can demonstrate that they rely on the availability of work, or
- can demonstrate that the council expects them to be available for work when the need arises

there is a risk an employment contract will develop by default. This is regardless of the number of hours worked, therefore managers should ensure the use of casual workers is carefully monitored and where more appropriate fixed-term contracts are used.

*Note 4: Managers who feel a casual working pattern may have developed into a contractual arrangement should seek advice from their HR service team before discontinuing use of the casual worker.*

### 10.0 Agency workers

10.1 Agency workers should be used only in circumstances where none of the above alternatives are readily available. This should be restricted to:

- circumstances where immediate cover is required
- a short-term basis and/or
- highly specialist disciplines,
- circumstances where several unsuccessful attempts have been made to recruit on a permanent/fixed-term basis.

Wherever possible fixed-term contracts should be utilised in preference to agency workers.

10.2 Agency workers **must** not be engaged for longer than a year\* unless there is no alternative and arrangements should be reviewed as a minimum after three months.

10.3 Agency workers will be paid directly by the employment agency and managers should also ensure that the following matters are passed to the agency for appropriate action:

- aspects relating to poor work performance;
- disciplinary and grievance issues;
- pay issues;
- annual leave arrangements and reporting sickness absence.

10.4 The council has negotiated favourable terms and conditions with designated employment agencies for the provision of agency workers. Managers must use the

corporate contract when hiring agency workers to ensure that the benefit of consistent pricing and quality assurance are realised. Engaging agency workers through the corporate contract also ensures that there is no financial penalty should the agency worker apply for and be successful in obtaining a subsequent permanent post. Further information is available on Intralinc.

- 10.5 Any new requirements for agency workers outside of the corporate contract must be sanctioned by the Procurement Alliance North and North East Lincolnshire (PANNEL) and the council's Value for Money (VFM) unit. The council's Principal Procurement Adviser can be contacted on 29(6064) for further information.

*\*Note 5: The government has stated its intention to implement the Agency Worker Directive (AWD) from 1 October 2011. The purpose of the AWD is to give temporary agency workers limited equal treatment rights (including pay) with comparable permanent employees. There will be a 12-week qualifying period (12 calendar weeks, regardless of whether the agency worker has worked for all or part of the relevant week) before the agency worker will be entitled to the majority of their equal treatment rights, including pay. Equal treatment for the purposes of pay, will mean basic pay, plus other payments directly linked to the work carried out, such as overtime rates. However, it will not include contractual sick pay and pension contributions. Further guidance to help managers comply with the law will be issued nearer the time.*

### **11.0 Consultants/Service contracts/Self-employed workers**

- 11.1 In some circumstances, managers may decide it is more appropriate to engage the services of a consultant, a contractor or a self-employed worker. This is normally part of a long-standing arrangement agreed through a procurement process where the skills, management and/or business infrastructure does not exist within the council. Consultants and self-employed workers should only be engaged when employment is not a practical option.
- 11.2 Recruiters of self-employed workers must be satisfied that the worker is qualified and skilled, that they have professional indemnity insurance, that appropriate safeguarding checks have been undertaken and are satisfactory and that they are registered with and pay appropriate contributions to HM Revenue and Customs.



### 12.0 Volunteers

12.1 The use of volunteers should be managed in accordance with the council's Volunteer Engagement policy A.12.

### 13.0 Special conditions

13.1 Where there are special conditions attached to a post, it is important that the applicant is informed of these requirements as early as possible in the recruitment process. In most cases this will mean describing the conditions within the vacancy advert.

13.2 The HR service team will ensure that any special conditions are made explicit in a conditional offer of appointment and in the subsequent SOMT. Examples of special conditions are:

- non-standard working patterns and shift work
- contractual allowances
- contractual stand-by/call-out arrangements
- salary supplements
- politically restricted posts

*This list is not exhaustive.*