

# **NATIONAL NEGOTIATING COUNCIL FOR THE PROBATION SERVICE**

## **NATIONAL AGREEMENT ON PAY AND CONDITIONS OF SERVICE**

### **Joint Secretaries**

**Employers' Side Secretary  
Probation Association  
29 Great Peter Street  
London SW1P 3LW**

**Trade Union Side Secretary  
4 Chivalry Road  
London SW11 1HT**



## REVISION CONTROL SHEET

[illegible]

--	--	--	--	--





## INTRODUCTION

1. This handbook sets out the terms and conditions negotiated at national level for employees covered by the National Negotiating Council for the Probation Service (the NNC). The handbook, the contents of which will be regularly updated, sets out the national terms and conditions which are applicable from 1 April 2006 and comprises four sections:
  - Section A - Terms and Conditions
  - Section B - Model Policies/Procedures, agreed Schemes
  - Section C - Guidance
  - Section D - Relevant supporting nationally agreed documents
2. The parties to this Agreement are the Probation Association, the Ministry of Justice/National Offender Management Service and the recognised Trade Unions, Napo and UNISON.
3. The NNC's guiding principles are to support and encourage:
  - (a) a high quality service delivered by a well-trained, motivated workforce with security of employment. To this end, probation trusts are encouraged to provide training and development opportunities for their employees;
  - (b) equality of opportunity in employment; equality as a core principle which underpins both service delivery and employment relations; and both the removal of all discrimination and promotion of positive action;
  - (c) a flexible approach to providing services, which meets the needs of employees as well as probation trusts;
  - (d) a stable employment relations environment and meaningful negotiation and consultation between probation trusts as employers and recognised trade unions.
4. The NNC is a joint organisation of employers and employees and constitutes the recognised machinery for the application of collective bargaining across probation trusts. The NNC recommends probation trusts to recognise the trade unions represented thereon.
5. The NNC also wishes to emphasise the joint nature of the decisions set out in this handbook and to remind probation trusts of the value of affording opportunities to employees, through their representatives, for consultation and where appropriate joint decision making.
6. Section A of the Handbook sets out the terms and conditions of employment which the NNC expects every probation trust to honour. It is also expected

that these terms and conditions will be fairly and consistently applied. Moreover, Schedule 1 Paragraph 8 of the Offender Management Act 2007 requires **any** terms and conditions relating to (a) remuneration, fees or expenses and (b) pensions, allowances or gratuities to be approved by the Secretary of State. Where there are express matters for the exercise of discretion and there is a complaint of unreasonable exercise of discretion, then the normal conciliation functions of the NNC are available for assistance.

7. The NNC also expects that employees will be afforded equality of opportunity in employment irrespective of disability, gender, race, religion or belief, age, sexual orientation or marital status. Probation trusts should ensure that discriminatory practices are identified and removed, and non-discriminatory practices introduced in all areas of employment including recruitment, pay and conditions of service, working practices, training and promotion. Lawful positive action initiatives may be taken to achieve and maintain a representative workforce.
8. In order to promote equality, probation trusts should ensure that:
  - (i) all existing equal opportunities and anti-discrimination policies are subject to on-going review and amendment as appropriate, to ensure that they cover the full range of employment practices and work with offenders;
  - (ii) action plans are produced which include specific measurable objectives to support the implementation of the policies;
  - (iii) equal opportunities policies, anti-discrimination policies and related action plans are monitored and reviewed annually by the probation trust;
  - (iv) the statutory requirement to meet the general and specific duties arising from the Equality Act 2010 is satisfied.
9. Probation trusts are also reminded of their duty to comply with the law governing the health, safety and welfare of employees, including the conditions under which they work. It is acknowledged that employees also have a duty to take care of themselves and others affected by their activity at work and to co-operate with probation trusts' actions taken to meet their duties under the relevant Regulations. Full details may be found in the national Health and Safety Policy Manual.



## **CONSTITUTION**

### **1. Title**

The Council shall be known as the National Negotiating Council for the Probation Service, hereinafter referred to as “the NNC”.

### **2. Scope**

The functions of the NNC shall relate to all employees of probation trusts in England and Wales up to and including employees in Pay Band 6.

### **3. Functions**

The functions of the NNC shall be:

- (i) to negotiate and seek to maximise joint agreement and action with regard to pay and other national conditions of service for employees;
- (ii) To seek to establish model policies and procedures and/or guidelines to be applied locally, adjusted as appropriate by joint agreement to meet local circumstances;
- (iii) to encourage, wherever possible, the local resolution of differences regarding the interpretation of the national agreement. Where, despite these full endeavours, the difference is not resolved, the matter may be referred to the Joint Secretaries for assistance. Should this approach not lead to the resolution of the difference, the matter will be referred to the NNC for determination;
- (iv) to encourage, wherever possible, the local resolution of disputes. Where, despite these full endeavours, the dispute is not resolved, the matter may be referred to the Joint Secretaries for assistance. Should this approach not lead to the resolution of the dispute, the matter will be referred to the NNC.

### **4. Membership**

- (a) The NNC shall consist of 18 members, as follows:

#### **Employers’ representatives**

The Employers’ Side will consist of eight representatives of the Probation Association and one representative of the Ministry of Justice/NOMS.

### **Trade Union representatives**

The Trade Union Side will consist of nine representatives of Napo and UNISON in accordance with arrangements agreed between the two unions.

- (b) The Joint Secretaries will also attend meetings but shall not have the power to vote.
- (c) If any of the above bodies fail to appoint the number of representatives provided for, such failure shall not invalidate decisions of the NNC.
- (d) In the event of a member being unable to attend any meeting of the NNC, the body represented by the member shall be entitled to appoint a substitute.
- (e) All members of the NNC shall retire on 31 March each year, but shall be eligible for reappointment.
- (f) Should a casual vacancy occur a new member may be appointed by the relevant body. Any such new appointment shall be until next 31 March.

### **5. Meetings**

There shall be an annual general meeting as soon as practicable after 31 March each year. Ordinary meetings may be held by agreement of the sides whenever necessary. Special meetings shall be held if so requested by one half of the members of either side of the NNC, and shall take place within 14 days of such notice being received. In the event of a special meeting being called, the requisition and notice shall state the nature of the business required to be transacted: no other business is to be transacted.

### **6. Chair and Vice-Chair**

The NNC shall appoint a Chair and Vice-Chair at each annual general meeting. The Chair shall alternate annually between the Employers' and Trade Union Sides. When the Chair is with the Employers' Side the Vice-Chair shall be appointed from the Trade Union Side and vice-versa.

### **7. Officers**

The NNC shall appoint Joint Secretaries and may appoint a Treasurer, Auditor and such other post holders, if any, as it decides.

### **8. Co-opted Members**

The NNC may invite the attendance of any person whose special knowledge it is considered would be of assistance. Such a person would not have the power to vote.

9. **Sub-Committees**

The NNC may appoint any sub-committees or working parties it considers necessary. Any such sub-committees or working parties are to be fully accountable to the NNC and will be composed primarily of its members.

10. **Quorum**

The quorum shall be eight members of the NNC divided equally between the two sides. In the absence of a quorum no formal business may be transacted. The business to have been transacted shall be carried forward to the next meeting when it shall be the first business to be considered. In the event that a special meeting is inquorate, a further special meeting is to be convened within 14 days.

11. **Voting**

The voting of the NNC shall be by show of hands or otherwise as the NNC shall determine. No resolution shall be regarded as carried unless it is approved by the majority of the members present and voting on each side of the NNC.

12. **Notice of Meetings**

All notices of meetings of the NNC shall provide full details of the business to be transacted and agendas shall be sent to members at least seven days before the date of a meeting. Such notices shall be sent simultaneously to each body represented on the NNC.

13. **Minutes**

Minutes of any meeting of the NNC shall be produced at the earliest possible date.

14. **Settlement of Differences**

Both sides of the NNC will always use their full endeavours to settle any differences within the NNC itself. If all attempts to resolve any differences within the NNC fail then both sides may refer the matter in dispute to an agreed third party e.g. the Advisory, Conciliation and Arbitration Service for

conciliation or arbitration. Only as a last resort would either side refer the matter in dispute to such a third party unilaterally.

**15. Finance**

The administrative expenses of the NNC and its sub-committees or working parties shall be borne equally by the two sides. This shall exclude expenses of representatives which shall be met by the respective sides.

**16. Amendment of Constitution**

Amendment of this constitution may be proposed only after notice thereof has been given to the Joint Secretaries and circulated to the members of the NNC and to each of the organisations referred to in Paragraph 4 hereof at least three months before the meeting at which the proposal is to be moved.

Any proposal to amend this constitution must be approved by a majority of at least two thirds of the members present and voting at the meeting at which it is moved; and any amendment of Paragraph 3 and 4 hereof must receive the assent of all the organisations referred to in Paragraph 4 hereof.

## SECTION A – TERMS AND CONDITIONS

Section	Content
<a href="#">A1</a>	Appointment
<a href="#">A2</a>	Pay and Grading Provisions
<a href="#">A3</a>	Pay Supplements
<a href="#">A4</a>	Allowances
<a href="#">A5</a>	Hours of Work
<a href="#">A6</a>	Leave
<a href="#">A7</a>	Special Leave – Paid and Unpaid
<a href="#">A8</a>	Sickness Scheme
<a href="#">A9</a>	Maternity Pay and Leave
<a href="#">A10</a>	In-Service Training
<a href="#">A11</a>	Loss or Damage to Personal Property
<a href="#">A12</a>	Payments to Staff in the event of Death or Permanent Disablement from Assault
<a href="#">A13</a>	Parental Leave – Statutory Entitlements
<a href="#">A14</a>	Pay Bands and Spinal Columns
A15	Leave Blank
<a href="#">A16</a>	Pay and Allowances Card
<a href="#">A17</a>	Adoption Pay and Leave Scheme



## **APPOINTMENT**

### **Probationary Period**

1. The appointment of every new entrant to the service of a probation trust shall be subject to a probationary period of six months. In exceptional circumstances the probation trust may extend the probationary period up to a maximum of twelve months. At the end of the probationary period, and subject to a satisfactory report by the Chief Executive or other designated officer, the employee shall be transferred to the established staff. This probationary period shall not apply to an employee transferred from the service of another probation trust or from any other organisation where continuity of service is preserved.

### **Continuous Service**

2. For the purpose of
  - (i) Section A6 paragraph 2 (annual leave)
  - (ii) Section A8 paragraph 1 (sickness payments) and
  - (iii) Section A9 paragraph 14 (maternity leave)of this Handbook, previous continuous service will include service with any public authority to which the Redundancy Payments (Modification) Order 1999 (as amended) applies.
3. Continuous service also counts for the calculation of entitlement to redundancy compensation and the calculation of notice periods.
4. In addition, the service of probation officers serving in the Probation Inspectorate, time spent as a person sponsored by the Home Office for qualification as a probation officer and time spent as a full-time lecturer in social work (with or without a caseload) shall be treated as continuous service for the purpose of this paragraph.
5. In other circumstances, it shall be at the discretion of the probation trust to decide whether previous service with other employers is to be counted for these purposes (the Joint Secretaries are available to advise trusts if required).
6. Where an employee is made redundant and subsequently returns to employment with any probation trust, there shall be entitlement to have previous service taken into account in respect of the provisions set out above, provided the break in service does not exceed two years regardless of whether there has been other paid employment in the meantime.

Such service shall also be taken into account in calculating entitlement to the period of notice.

7. Where an employee returns to employment with any probation trust following a break for maternity reasons, she will be entitled to have previous service taken into account in respect of the provisions set out above provided that the break in service does not exceed eight years and also provided that no permanent full-time paid employment has intervened. Such service shall also be taken into account in calculating entitlement to the period of notice.
8. For the purpose of assessing continuing service, all previous continuous service with any probation trust or predecessor board or committee or any employer where the probation trust exercises its discretion shall be aggregated.

### **Uniform/Protective Clothing**

9. Where an employee is required to wear a uniform/protective clothing, this will be provided by the employing body.

### **Periods of Notice**

#### **Resignation**

10. The minimum period of notice for an employee to terminate employment shall normally be one calendar month. These arrangements shall not prevent a probation trust from waiving its right to the full notice period or an employee giving a longer period of notice than the minimum.

#### **Termination**

11. A probation trust may exceptionally dismiss an employee with or without notice on the grounds of gross misconduct and may, for sufficient reason, terminate an employee's appointment by giving her or him not less than the statutory minimum period of notice subject to this being a minimum of one calendar month. The minimum statutory periods of notice are:

<u>Continuous Service</u>	<u>Period of Notice</u>
One month or more, but less than two years	One week
Two years or more, but less than 12 years	One week for each year of continuous employment
12 years or more	Not less than 12 weeks



### **Calculation of Period of Notice**

12. For the purpose of calculating the appropriate period of notice, reference shall be made to the date of continuous service provided in the employee's contract of employment.



## Section A2

### PAY AND GRADING PROVISIONS

#### General

1. The NNC pay and grading structure consists of six distinct pay bands. All employees are assigned to a pay band on the basis of job score as measured by the nationally agreed Probation Service Job Evaluation Scheme (PSJES).
2. All posts shall attract a basic salary in accordance with the nationally agreed pay bands. The pay points appropriate to each pay band are set out at Section A14.
3. Basic pay is the amount payable before the addition of any allowances or other supplements.
4. Appointment will ordinarily be to the minimum of the pay band. Exceptionally, however, new entrants with particular directly relevant previous experience may be appointed above the normal starting salary for the appropriate band where this can be objectively justified.

#### Pay and Grading

5. As stated above, the pay and grading structure consists of six distinct pay bands. All employees should be assigned to a pay band on the basis of job score as measured by the nationally agreed Probation Service Job Evaluation Scheme (PSJES). To assist this process a set of “benchmark roles” has been evaluated by a joint national panel and profiles have been drawn up where the job evaluation score is agreed. There are no jobs which are graded across pay band boundaries e.g. at Band 2/3.
6. The Probation Service Job Evaluation Scheme User Guide sets out the basis of the job evaluation system which underpins the pay system and provides guidance on the process for local job evaluation. Detailed information on the Job Evaluation Scheme can be found in the Probation Service Job Evaluation Manual.
7. Within each pay band there are a number of pay points to allow pay progression.
8. Pay and grading provisions apply to part-time employees pro-rata to full-time employees, except where the conditions apply wholly in their own right, for example special leave.

#### Pay Progression

9. Pay progression is applicable annually on 1 April.
10. Newly appointed employees should have at least two satisfactory and documented reviews with their line manager before being eligible for pay progression. The first review should normally be within the first three months after appointment and the second review should be before the expiry of the probationary period.
11. Employees with less than six months' service in the pay band after appointment, promotion or regrading on 1 April in any year will not be eligible for progression on that date. Such employees will not progress until six months after appointment, promotion or regrading. Normal progression will then take place on the following 1 April. There can be no backdating of progression. There will be no progression beyond the maximum of the pay band.
12. Pay progression may be withheld where an employee's service is unsatisfactory, subject to the employee having the right to register a grievance. However, where pay progression is to be withheld on a second and subsequent occasion this can only be done where the employee is being dealt with under the formal capability procedure or the withholding of pay progression is imposed as a disciplinary penalty. In any event, where pay progression is to be withheld, the employee will be given at least one calendar month's notice in writing. Such notification is to include details of the right to raise a grievance if the employee is dissatisfied with the decision to withhold. Any pay progression will be implemented immediately where subsequently the employee's service becomes satisfactory.
13. When pay progression is restored the employee will be placed on the relevant point on the pay band that would have been achieved had the increment not been withheld. There will, however, be no subsequent backdated payment made to cover the actual period when the employee's service was unsatisfactory.
14. The following safeguards will apply to pay progression:
  - (i) There will be a normal expectation of progression subject to satisfactory performance and no national or local quotas will apply;
  - (ii) Pay progression may not be deferred unless there has been prior discussion with the employee, which should be recorded, about the knowledge and skills which are needed for development and the employee has been given the opportunity to achieve the required standards;

- (iii) The required skills and knowledge must be consistent with the national standards for each dimension and level within the Occupational Standards Framework where these exist;
- (iv) Probation trusts must ensure that there is a robust process for ensuring the fairness and consistency of the decision making process. To that end employers and trade union representatives will work together to monitor decisions on pay progression to ensure that these are non-discriminatory.

### **Pay on Promotion**

- 15. Upon promotion an employee will ordinarily be appointed to the minimum of the pay range for the post. To ensure that any promotion is financially worthwhile, the new basic salary should be at least three clear pay points higher than the employee's pay point would have been over the next twelve months had s/he not been promoted.

### **Acting Allowances/Special Responsibility Allowances**

- 16. An employee who is required to perform the duties of a post in a higher pay band may be paid an appropriate acting allowance.
- 17. An employee who, for any reason other than annual leave, is required by the trust to perform the full range of duties of a post in a higher pay band for a continuous period of at least four weeks shall be entitled to receive a salary in accordance with the pay banding of the post temporarily occupied.
- 18. The salary to be paid in such circumstances will be the salary payable were the employee promoted to the post in the higher pay band. Once the qualifying period of four weeks has been satisfied, the higher salary will date from the first day on which the employee was required to undertake the duties and responsibilities of the post in a higher pay band.
- 19. When an employee in receipt of an acting allowance is appointed to the post substantively without a break in service, the effective date of appointment should be backdated to the start date of the acting allowance. Normal pay progression applies thereafter.
- 20. Guidance on the authorisation, calculation and payment of acting allowances is attached at Section C8.

### **Special Responsibility Allowances**

- 21. Where the duties and responsibilities of a post in a higher pay band are shared between two or more employees, a special responsibility allowance may be paid to each employee.

22. Where an employee performs duties outside the scope of her or his post over an extended period, or where the additional duties and responsibilities involved are exceptionally onerous, and the conditions under Paragraphs 20 or 24 above are not satisfied, the probation trust shall consider and may grant payment of a special responsibility allowance (of an amount dependent upon the circumstances of each case).
23. Guidance on the authorisation, calculation and payment of special responsibility allowances is attached at Section C8.

## **Regular Earnings**

24. For the purposes of calculating regular earnings, premium payments are defined as:

London Allowance  
Geographical Supplement  
Market Forces Supplement  
Prison Supplement  
Contractual overtime  
Unsocial hours (see Para 26 below)  
Standby and sleeping-in allowance payments if these are payable on a regular basis

25. Where an employee's regular earnings include such premium payments, these will be pensionable and will also be taken into account in calculating sickness, holiday and maternity pay.
26. This provision will apply as follows:
  - (i) where an employee has regular contracted commitments to work outside the normal hours band (e.g. on a rota or at the same times each week or month);
  - (ii) where an employee regularly works unsocial hours but where the hours worked differ in each pay period. In these circumstances regular earnings will be calculated on the basis of the average unsocial hours payments made to the employee in the three pay periods prior to the relevant absence; and
  - (iii) where (ii) above would apply but the employee is new to that post, then average unsocial hours payments made to the previous employee will be taken into account, subject to any changes to the requirements for unsocial hours working in the post at the time the employees changed.

## **Pension Eligibility**

27. Employees are encouraged to join the Local Government Pension Scheme. Details of the scheme operating in any individual probation area can be obtained from the probation trust.

**LEAVE BLANK**

**LEAVE BLANK**



## **Section A3**

### **PAY SUPPLEMENTS**

#### **Geographical Supplements and London Allowance**

1. A geographical supplement (GS) may be applied to the whole or part(s) of any probation area other than London Probation to reflect local variations, for example, in housing and travel costs.
2. In order to apply for a geographical supplement, a business case must be submitted to the NNC for approval. Guidance on the authorisation and application of geographical supplements is available at Section C1.
3. London Allowance is paid to employees of the London Probation Trust.
4. The geographical supplement is non-consolidated but counts for pension purposes. The amounts payable at Levels 1, 2 and 3 are as set out in the Pay and Allowances Card at Section A16.

#### **Market Forces Supplements**

5. A Market Forces Supplement is a non-consolidated payment which counts for pension purposes which in certain circumstances may be made over and above the basic salary.
6. A Market Forces Supplement may be applied where market pressures have otherwise prevented the probation trust from being able to recruit or retain suitably qualified or experienced employees at the normal salary for a specific post. Market Forces Supplements apply to posts, not to post holders, and may be withdrawn, increased or decreased depending on the circumstances.
7. A Market Forces Supplement Scheme should be drawn up locally in accordance with the national agreement. Guidance on the authorisation and application of Market Forces Supplements is available at Section C2.
8. Where an employee moves to a post which does not attract a Market Forces Supplement, either within the same probation trust or another trust, her/his entitlement to any previous Market Forces Supplement will cease.
9. Decisions in respect of the award of a Market Forces Supplement must be objectively justified, documented and notified to the NNC Joint Secretaries who will maintain records for monitoring purposes.

## **Prison Supplement**

10. Employees seconded to prison service establishments will be paid a supplement specified in the Pay and Allowances Card at Section A16 for the duration of the period of secondment. The allowance will be paid proportionately to employees seconded on a part-time basis.

**Section A4**

**ALLOWANCES**

**Travelling Allowances**

1. A probation trust shall reimburse to an employee the actual expenses of travelling reasonably incurred by the employee in the course of duty.

**Motor Car Allowances**

2. A probation trust may authorise an employee to use her or his motor vehicle or bicycle in the course of duty.
3. An employee so authorised shall be entitled to receive a reasonable allowance in accordance with such grading as the probation trust may determine, e.g. by reference to the nature of the user, or horsepower or cubic capacity of car considered appropriate.
4. A probation trust shall not make it a condition of appointment that an employee shall provide a motor car for carrying out her or his official duties.
5. Employees requiring the use of motor cars for the efficient performance of their duties fall into the following classes:

*Casual Users:* those for whom it is merely desirable that a car should be available when required; and

*Essential Users:* those whose duties are of such a nature that it is essential they should have a motor car at their disposal whenever required.

**Casual Users' Allowances**

6. The scale of allowances to be paid to employees for the casual use of private motor cars while engaged on official duties shall be as set out in the Pay and Allowances Card, with the proviso that a casual user shall not at any mileage figure receive more than s/he would have done had s/he been receiving the essential user's allowance.

**Essential Users' Allowances**

7. An employee whose probation trust resolves that it is essential in the interests of the efficient conduct of business that the employee shall be permitted to use her or his

private car in carrying out her or his official duties, shall be entitled to receive the lump sum allowance and mileage rates that are set out in the Pay and Allowances Card.

**Note:** In cases where a probation trust authorises the use of a car in excess of 1450 c.c. it will fix appropriate allowances not lower than those prescribed for the category 1200 c.c. - 1450 c.c.

8. Payment of the lump sum allowance under Paragraph 7 above shall be made by instalments so that the amount of the total payments on account shall bear to the lump sum the same proportions as the number of completed months of the annual allowance period bears to twelve.

9. The period over which the car allowances are paid should be from the 1 April in any year to the succeeding 31 March.

10. In the case of an employee who takes up an appointment after 1 April in any year, or leaves the probation service, the allowance should be so calculated that the amount payable bears the same proportion to a full year's allowances as the number of months in the year during which the employee uses her or his car bears to twelve. The calculation of the mileage allowance would then be made on a proportionate basis in accordance with the following procedure:

- (i) The mileage allowance to be paid at the higher rate would be equivalent to 709 miles per month of service;
- (ii) The excess over 709 miles per month of service would be paid at the reduced rates, e.g. where the total service in the financial year is five months, then up to 3,545 miles would be paid at the lower rate.
- (iii) Similarly, the lump sum payment should be divided into twelve monthly payments. Where a probation trust pays the allowance quarterly, the appropriate calculation should be made on the basis of dividing by four instead of twelve.
- (iv) When an employee leaves the service of a probation trust, a calculation shall be made in respect of her or his entitlement for the portion of the year served with the trust and any necessary adjustments made thereafter.

**Note:** Allowances paid in respect of the use in the course of duty of vehicles (including motorcycles) other than motor cars and of motor cars with a cubic capacity rating below 450c.c. shall be determined by the probation trust. The Joint Secretaries are available to advise on appropriate rates.

11. The allowances at Section A16 will be reviewed each year to take effect from 1 April or during the year as necessary.

### **Discretionary Authority**

12. Trusts and trade unions may consider jointly negotiated agreements on mileage rates payable to realise efficiency savings which in turn are used to sustain service delivery.

### **Motor Cycle Allowances**

13. The scale of allowance shall be as set out in the Pay and Allowances Card at Section A16.

### **Bicycle Allowances**

14. The scale of allowance shall be as set out in the Pay and Allowances Card at Section A16.

### **Assisted Car Purchase Scheme**

15. A probation trust may give financial assistance to any employee to enable her or him to buy a car where the trust is satisfied that the use of a car by that employee is necessary for the proper performance of her or his duties. The conditions of application as set out in Section B1 apply.

### **Travel, meals and overnight accommodation**

16. A probation trust shall reimburse to an employee the actual expenses of travel reasonably incurred in the course of duty.

17. Employees necessarily incurring additional expenses in the course of their work in respect of travel, meals or overnight accommodation shall be reimbursed approved expenses, subject to appropriate evidence of expenditure being produced, and subject to maximum levels as set out in the Pay and Allowances Card at Section A16. Employees who travel by rail and necessarily take a meal in a restaurant car shall be reimbursed the actual cost of a standard meal.

18. Additional expenses beyond the maximum levels may be reimbursed in exceptional circumstances and where authorisation has been given to the employee prior to the expenditure being incurred.
19. These maximum levels will be uprated annually in line with the NNC pay settlement.
20. Where employees who are not eligible for overtime payments continue to work at their normal place of employment after 8.30 p.m, the evening meal payments shall be payable. Tea and evening meal allowance will not be paid in respect of the same evening's work, except on Saturdays or Sundays.
21. Employees working outside normal office hours or away from their normal place of employment with the approval of management may claim the appropriate subsistence allowance.
22. For staff working in Approved Premises, where meals are served and required to be taken while supervising offenders, they will be taken free of charge.

## **Relocation**

### **General**

23. These provisions apply in respect of removal, sale and purchase. These provisions apply to employees required to move in consequence of a decision by a probation trust, including any newly qualified probation officer required to move on completion of training. At the discretion of the probation trust, provisions may also be made to an employee who moves her or his home in consequence of a voluntary transfer from another probation trust or on first appointment to the probation service.
24. In all cases the probation trust shall be satisfied that the expenditure which an employee incurs is necessary expenditure and has been approved in advance. All claims must be supported by receipts.
25. Payments under Paragraphs 27-32 below will be dependent upon removal, sale and purchase taking place within 18 months of the employee taking up the new appointment.
26. As part of any relocation, probation trust will be expected to reach agreement with recognised trade unions at local level on what constitutes a reasonable travelling area.

### **Allowances**

27. Removal leave and expenses (where necessarily and actually incurred):

- (i) Cost of removal of furniture and effects from the employee's old home to new, including insurance of goods in transit.
- (ii) Any necessary cost of storage of furniture and effects for a period not exceeding twelve months, where a permanent move cannot be made immediately.
- (iii) Reimbursement, as referred to in Paragraph 26 (i) and (ii) above, is to be equal to the amount of the lower of two competitive tenders (provided that the employee can engage the contractor of her or his choice if s/he pays the difference in cost between this and the lower tender).
- (iv) Travelling expenses and meals (in accordance with Paragraphs 15-16 above) for the employee and dependants from the old home to the new at public transport rate (standard class if rail) or the current car mileage allowance if the whole family travels by car, whichever is actually incurred.
- (v) Two days' paid leave when moving.

28. Lodging

As a measure of temporary assistance to an employee who is unable immediately to find accommodation within reasonable distance of the new place of employment and has therefore to find temporary accommodation:

- (i) For the first eight weeks, reimbursement of approved expenses for overnight stays plus the evening meal (in accordance with Paragraphs 15-16 above).
- (ii) Thereafter, for a period not exceeding 31 weeks, a weekly allowance, the position to be reviewed at the end of the period should the employee not find suitable accommodation in the interim.

29. An employee moving home in consequence of taking up an appointment with another probation trust shall be paid such an allowance where it is necessary for the employee to lodge while maintaining a separate home.

30. Legal and other fees connected with the sale and purchase of residence or any other unsuccessful bona fide attempt to purchase

- (i) An employee who has to sell her or his residence - the legal, house agent's and mortgage redemption fees necessarily incurred by the sale.

(ii) An employee who, having sold her or his residence or terminated her or his tenancy, buys another residence - the legal, mortgage and survey fees incurred by the purchase.

(iii) Where a house agent or auctioneer is not engaged - the actual advertising costs up to a maximum.

(iv) Where a tenancy is involved - the actual cost involved up to a maximum.

### 31. Disturbance and/or Settling-in Allowance

In relation to the particular circumstances of the case on expenditure actually incurred, a disturbance/settling-in allowance to cover the cost of replacing curtains, carpets and fittings etc, not exceeding a maximum.

### 32. Search for New Accommodation

Where it is necessary for an employee to visit her/his new place of employment to find accommodation:

(i) up to a maximum of three days' paid leave where necessary, and

(ii) standard-class travelling or the current car mileage allowance, plus meals in accordance with Paragraphs 15-16 above in respect of the employee and her/his partner or dependant relative.

### 33. Expenses Incidental to Removal

The probation trust may pay the cost of any other expenses incidental to the move. Staff who incur additional childcare and dependant care costs as a direct result of the relocation will have their situation considered sympathetically.

## **Maximum Level of Allowances**

34. Maximum levels of allowances are set out in the Pay and Allowances Card at Section A16. These will be uprated annually in line with the NNC salary settlement.

35. The overall reimbursement to be subject to a maximum level to be determined by the probation trust. Trusts may wish to take account of the HMRC tax exempt threshold and overall reasonableness in determining this amount.

## **Additional Travelling Expenditure**



36. An employee who incurs additional travelling expenditure as the result of a change in work location determined by the probation trust but who is not forced to move home, shall be paid an allowance equal to the difference between the cost of travelling from her or his home to the new place of work and from home to the old place of work. The allowance should be paid for a period of two years and be based on either:

- (i) standard train and/or bus fares or
- (ii) mileage allowance in respect of the additional mileage actually involved in the change of work location if the employee is an authorised car user or where public transport is not available, whichever is actually incurred.

37. The period may be extended if the probation trust decides that there are exceptional individual circumstances warranting payments for a longer period. Similarly, where the probation trust determines a further change in work location before the second anniversary of the original move, the allowance will be reviewed and, where appropriate, adjusted in the light of any change in additional travelling expenditure.

38. Similarly, where the employee voluntarily moves home before the second anniversary to a location nearer to the new place of work, the allowance will be reviewed and, where appropriate, adjusted. The principle to be followed is that employees should be reimbursed for additional travelling expenditure actually incurred.

39. Problems arising from significantly different journey times to the new place of work, as compared to the old place of work, will be considered sympathetically, wherever possible through flexibility of working practices.

40. No allowance will be payable in cases where the employee has been reimbursed under the separate provisions relating to employees who, because of reorganisation, are forced to move their homes.

## Section A5

## HOURS OF WORK

## Normal Working Hours

1. Normal working hours outside London are 37 per week with the exception of probation officer grades which are 148 in every four weeks.
2. Normal working hours in London are 35 per week for Pay Bands 1-3; 37 per week for Pay Bands 4-6 and 148 in every four weeks for probation officer grades.

## Unsocial Hours

3. Pay enhancement will be given to employees where, as part of their normal working hours, work is required for operational reasons to be carried out during the times identified below:

Any time worked before 8.00 am or after 7.00 pm (to be known as the 'normal hours band') Monday to Friday and any time worked on Saturday, Sunday or Bank and Public Holidays.

4. Unsocial hours payments rank for pension purposes.
5. A separate hourly pay enhancement will be applied as follows:

### Monday to Friday

7pm to 8am

premium payment of 30%

## Weekend

8am Saturday – 8am Monday

premium payment of 50%

## Public/Bank Holidays

8am to 8am

premium payment of 50%: in addition, time off in lieu for actual hours worked is applicable.

6. Employees who are required to work outside the normal hours band as part of the normal hours of work shown on their contract of employment will be entitled to an unsocial hours payment calculated as a percentage addition to basic salary for those hours worked outside the normal hours band unless:

- (i) a contract of employment entered into prior to 1 April 2006 specifically states otherwise; and/or

- (ii) where working outside the normal hours band is at the voluntary and specific request of an employee under flexible working arrangements. Where such a request can be accommodated by local management but where there is no operational need or benefit, no pay enhancement will be attracted. In circumstances where some or all of the working pattern coincides with operational needs, pay enhancement will be attracted for the appropriate period.

7. Working patterns will be subject to the following safeguards:

- (a) There will be local consultation and joint planning on a quarterly basis;
- (b) The voluntary principle will apply where possible;
- (c) The principles set out in the NNC Model Flexitime Scheme will apply;
- (d) The provisions of the Working Time Regulations will apply;
- (e) In determining working arrangements to meet operational needs, probation trusts will take into account the personal circumstances and commitments of individual employees;
- (f) In particular, account should be taken of an individual's:
  - responsibility for the care of children
  - requirements of contact arrangements for children
  - responsibility for the care of dependants
  - obligations arising from religious or cultural convictions
- (g) Where a variation to the work pattern of existing employees who have routinely worked within the hours of 9.00 am to 5.30 pm (normal office hours as defined prior to the 2006 agreement) or any previously locally determined equivalent is proposed, any changes must be subject to the fullest consultation.
- (h) Variations to the individual employee's accustomed pattern of work should be reasonable, subject to adequate notice, and take account of the management of health and safety at work.

- (i) Employees required to work regular unsocial hours should be adequately supported and attention paid to any necessary health and safety factors.

## **Standby**

- 8. An employee may be required to perform standby duty at home to deal with emergencies which may arise. A payment shall be made for each session of standby duty. A weekday session covers the period between closure of an office one day and its opening the following day. A session at weekends and on bank or public holidays is twelve hours. Rosters shall be drawn up so that the requirement to undertake standby duty is shared fairly.
  - (a) Any employee who is required to be available for immediate callout is on standby and is entitled to claim the standby allowance. By local agreement, this could include availability for contact by mobile telephone or pager.
  - (b) The normal requirements of fitness for duty will apply to employees on standby.
  - (c) An employee who is called out when on standby is to be entitled to the call-out payment as in Paragraph 10 below.
  - (d) Any standby duty requirements should be shared as equitably as possible between suitably skilled and available staff so that an unfair burden of such duties does not fall to some staff disproportionately. Good management practice calls for volunteers to be requested in the first instance.
  - (e) Probation trusts should examine their requirements for standby duty in the light of previous practice and should review them from time to time.
  - (f) Probation trusts should ensure that procedures relating to the allocation and operation of standby duty are clear and properly understood by staff. Ad hoc and informal standby arrangements which have been in operation in the past should be reviewed and replaced by formal arrangements in accordance with the national agreement. Trusts are reminded that employees who are not on standby duty cannot be required to respond to a callout request.
- 9. The requirement to undertake standby duty may vary significantly depending on the nature and area of work and the length of standby duty may need to be determined locally within the limits set out in the agreement. In drawing up suitable rosters for standby duty it should be noted that each recognised session of standby duty attracts the full payment. The agreement does not

provide for pro-rata payments to be made according to the length of standby duty. However, two employees would be permitted to share the same recognised session of standby duty where the employees concerned undertake such duty as part of a formal job share arrangement.

## **Call Out**

10. Employees who are called into work (or required to work but where the responsibility can be discharged without the employee having to leave home) during a period of on-call will receive payment for the period they are required to attend (or work) in accordance with the appropriate pay arrangements. Alternatively, employees may choose to take time off in lieu at plain time.
11. An employee who is not on standby duty cannot be required to respond to a call-out request. Where the employee does respond to such a request, a payment equivalent to time and a third shall be made, except on weekdays between midnight and 6am, at weekends and bank holidays when payment shall be made equivalent to time and a half. Call-out duty undertaken on a bank holiday will also attract equivalent time off with pay.
12. Call-out hours taken as time off in lieu will be at plain time. Working time for the period of a call-out shall be the time between leaving and returning home. Travelling expenses shall also be payable.

## **Sleeping-in Duty**

13. A payment shall be made for each sleeping-in duty and up to 30 minutes callout; the current rate is set out in the Pay and Allowances Card at Section A16. When the aggregate of call-out time exceeds 30 minutes on any night, such additional time should be paid in accordance with Paragraph 11 above. Employees working in residential settings shall be regarded as off-duty at any time when not required for duty or stand-by.
14. Although mainly intended to cover work in approved premises (only exceptionally required in the case of probation officers), sleeping-in payments may also be claimed by employees engaged in other activities involving responsibility for offenders such as camps etc. Sleeping-in duties cover the period from midnight to 7.00 am.
15. Where an employee on sleeping-in duty is called out at any time in the period from midnight to 7.00am, any aggregated call-out duty exceeding 30 minutes in any one night will be payable at the appropriate call-out rate. Call-out duty undertaken on a bank holiday will also attract equivalent time off with pay.
16. The sleeping-in payment shall only be payable where there is a responsibility for offenders. An employee shall be paid for any period of call out exceeding

30 minutes on any night in accordance with the provision in Paragraph 11 above. The period of any call-out forming part of a sleeping-in duty shall be outside the employee's contracted hours.

### **Individual Exemptions**

17. In exceptional cases, individual employees in particular domestic or other circumstances may, by agreement, be exempted from the unsocial hours, stand-by or call-out working requirements.
18. In determining when unsocial hours working is to be required, management should have regard to the personal circumstances and commitments of employees when considering individual exemptions. Such consideration might include the following examples (which are not exhaustive):
  - Sole responsibility for the care of children
  - Requirements of access arrangements for children
  - Responsibility for the care of aged or infirm persons
  - Obligations arising from religious or cultural convictions

### **Part-Time Employees**

19. All the arrangements within Section A5 apply where appropriate to part-time workers on the pro-rata principle.
  - (a) The "pro-rata principle" means that the calculation of any entitlements under the agreement will be determined on the basis of the part-time employee's contracted number of hours.
  - (b) Payment for unsocial hours worked will reflect the actual number of unsocial hours worked regardless of part-time status
  - (c) Hourly payments for standby and sleeping-in duties are the same as for full-time employees.

### **Flexible Working**

20. Details of the NNC model Flexitime Scheme can be found at Section B10.

### **Separate Entitlements and Method of Calculation**

21. It is possible for an employee simultaneously to have a separate entitlement of more than one of the allowances. Where separate entitlements exist, such payment shall be calculated separately on the basis of the plain time rate: it is a basic principle that an employee shall not receive a premium payment based on an already enhanced rate.

## **Work in Excess of Contracted Working Hours**

22. Full time employees up to and including Pay Band 3 who work in excess of the normal working hours will be compensated by time off in lieu or, where this is not possible, excess hours payments. Time off in lieu of excess hours payments will be at plain time. In order to attract time off in lieu or excess hours payment, work in excess of normal working hours must have the prior approval of the relevant line manager.
23. For employees up to and including Pay Band 3, there will be a single harmonised premium payment of 150% of basic pay (i.e. time and a half) for all excess hours worked with the exception of work on Sundays and Bank and Public Holidays, which will be paid at a premium rate of 200% of basic pay (i.e. double time).
24. Staff in Pay Bands 4-6 who work in excess of the normal working hours will ordinarily be compensated by time off in lieu. Alternatively, where this is not possible within a reasonable period, and subject to prior management approval, payment may be authorised at plain time.
25. Trusts will need to devise procedures to record total hours worked in order to establish whether any time off in lieu is due and ensure that line managers make arrangements for any time off in lieu to be taken in the next four week period.
26. Excess hours payments will be based on the hourly rate provided by basic pay i.e. excluding all allowances and supplements.
27. The excess hours payment applies where, subject to prior authorisation by the appropriate manager, the hours claimed are worked in excess of full-time hours for the post, unless time off in lieu is granted.
28. Part-time employees receive payments for any additional hours worked in excess of their contracted hours at plain time rate unless and until the hours worked exceed the normal working hours for the post.

## **Training Courses and Conferences**

29. These provisions shall apply for recognised working sessions forming part of training courses and conferences which fall outside the normal working hours band. In addition, travelling time over and above the normal travelling time incurred when travelling to and from home to the normal place of work shall also be counted as work time and shall be paid for at the appropriate rate. Travelling expenses shall be payable in accordance with the provisions set out in the Pay and Allowances Card at Section A16.

## **Additional Trips to Work**

30. Normal working hours are based on a five-day working week. Where the operational requirements of the trust require employees to make more than five journeys to and from work in a week, additional travelling time should be counted as working time and any additional necessary travelling expenses shall be paid. For part-time employees, this provision will only apply when the requirement of five journeys to and from work has been met

### **Overnight Visits to Prisons**

31. The provisions relating to excess hours and unsocial working shall also apply to employees who make approved overnight visits to prisons or other overnight stays in the performance of their official duties. Travelling time from home or the office and returning to the office or the employee's home shall be counted as work time and shall be paid at the appropriate rate. Travelling expenses, subsistence allowances and other approved expenses shall also be payable in accordance with the provisions set out in the Pay and Allowances Card at Section A16.



## Section A6

### LEAVE

#### Annual Leave

1. The annual leave year may be defined either as 1 April – 31 March or as commencing from the anniversary of the employee's appointment.
2. Employees will receive the following annual leave entitlement:

<i>Length of continuous service</i>	<i>Annual Leave</i>
On appointment	25 days
1 year plus	26 days
2 years' plus	27 days
3 years' plus	28 days
4 years' plus	29 days
5 years' plus	30 days

3. New entrants shall be entitled to annual leave proportionate to the completed calendar months of service during the leave year of entry.

#### General Conditions

4. An employee transferring from the service of one probation trust to another may take with them any outstanding annual leave entitlement. An employee who leaves shall be allowed one twelfth of her or his leave entitlement for each completed calendar month of service in the current leave year.
5. In the event of an employee falling sick during a period of annual leave, absence from the date shown on her or his sickness certificate shall be regarded as sickness leave, subject to the employee complying with usual local reporting procedures and production of a GP's statement of fitness for work.
6. It is expected that the full annual leave entitlement will be taken within the normal leave year. Where this is not possible for operational reasons and subject to local policy and/or agreement between the employee concerned and the probation trust or where otherwise agreed exceptionally, annual leave may be authorised to be carried over from one leave year to the next.

**Note:** The Working Time Regulations do not provide for payment for untaken outstanding annual leave other than on cessation of employment.

## **Service Days**

7. In addition to their annual leave entitlement, employees will receive two Service Days to be taken at times which may be nominated by the trust. After seven years' continuous service, an additional Service Day is applicable but this will not be eligible to be treated as a nominated day.

## **Bank and Public Holidays**

8. Each full time employee is entitled to a day's paid leave in respect of each Bank and Public Holiday.
9. Employees required to work on a Bank or Public Holiday in addition to their normal working hours are entitled to equivalent time off in lieu at plain time, in addition to the appropriate payment for the duties undertaken.

## **Other Leave**

### **Maternity Support Leave**

10. Maternity Support Leave of 10 days with pay shall be granted to the child's father or mother's partner or the nominated carer of an expectant mother at or around the time of birth, on the basis that this entitlement is offset by any statutory paid paternity leave.

**Note 1:** A nominated carer is the person nominated by the mother to assist in the care of the child and to provide support to the mother at or around the time of birth.

**Note 2:** Maternity support leave must be completed within 56 days of the child's birth (if the child is born early, within the period from the actual date of birth up to 56 days after the expected week of birth).

**Note 3:** See Guidance at Section C6 on Statutory Paternity Leave and Pay.

## **Medical Screening**

11. Paid time off shall be granted to enable employees to undergo medical screening.

## **Fertility Treatment**

12. Up to five days' paid leave shall be granted to cover each course of fertility treatment.

## **Blood Donors**

13. Paid leave shall be granted to attend the blood donating appointment.

## **Bone Marrow Donors**

14. Paid leave shall be granted to attend the bone marrow donating appointment and to allow for recuperation, the number of days to be agreed in advance based on medical advice. Any additional days above this which prove to be necessary for recuperation should be recorded as sickness absence.

## **Jury Service**

15. An employee receiving a summons to serve on a jury must report the fact to her or his Chief Executive who shall grant paid leave of absence unless exemption is secured.

## **Court and Tribunal Attendance**

16. Employees who are called in that capacity as a witness in a court or tribunal case will also be granted paid leave for this duty and should inform their line manager immediately and provide a copy of the notification.

**Note 1:** If the official court/tribunal attendance is during a pre-arranged period of annual leave, employees may attend court and take the leave at a later date provided that they furnish proof of the days on which they attended court and in accordance with local arrangements.

**Note 2:** Annual leave/time off in lieu/unpaid special leave should be used where the employee personally is a plaintiff, defendant, claimant or respondent.

**Note 3:** Employees who are required to attend courts or tribunals are able to claim allowances for loss of earnings and travel/other expenses. Employees who claim loss of earnings when granted paid special leave must inform their employing trust which will then deduct from the employee's full pay an amount equal to the allowance received. Travel/other expenses claimed need not be declared unless the employee is already in receipt of an allowance from the employing trust which covers it, such as motor car allowances.

## **Service in Non-Regular Forces**

17. Two weeks' paid special leave will be granted to Members of the Non-Regular Forces to attend the summer camp.

**Note:** Members of the Non-Regular Forces should endeavour to arrange for any additional training, over and above the two weeks referred to above, to be undertaken at a time when they would not normally be working (e.g. annual leave). Where this is not possible the employee

should provide the list of dates when training could be provided and, following agreement with her/his manager, additional paid leave may be granted to cover such additional training.

18. Applications for special leave for service in the Non-Regular Forces will not be denied unreasonably. Subject to any limitations imposed by the employing probation trust on the number of staff who can volunteer for such duty, the amount of leave granted shall be determined by:
  - (i) the amount of time off needed to perform the duties in question;
  - (ii) the amount of time off that the employee has already taken; and
  - (iii) the effects of the employee's absence on operational needs.

### **Part-time Employees**

19. The leave entitlement (including Service Days and Bank and Public holiday leave) of part time employees will be calculated on the basis of actual hours worked pro rata to the full time entitlement.
20. Guidance on the entitlement to and calculation of pro-rata Bank and Public Holiday leave entitlement for part-time workers is set out at Section C7.

## Section A7

### SPECIAL LEAVE

1. Special leave, which may be paid or unpaid, is a generic term for authorised absence from the workplace which is not otherwise covered by annual leave or bank/public holiday leave, sickness absence, time off in lieu or, for example, under a flexitime scheme.
2. Employees will be expected to use annual leave/time off in lieu to meet normal domestic requirements such as house and appliance repairs, meter readings/access etc.
3. However, probation trusts may, at the request of an employee and subject to local policy, grant additional leave with or without pay.
4. Special leave falls within two categories:
  - (a) special leave without notice
  - (b) special leave with notice

5. Special Leave without notice may be granted in the following circumstances:

**Compassionate/Bereavement Leave:** up to five days' paid compassionate leave in cases of bereavement or other personal trauma.

**Dependants/Caring:** up to five days' paid special leave to deal with emergencies or any unexpected or sudden problem relating to dependants.

**Domestic Emergency:** up to five days' paid special leave in any 12-month period in cases of domestic emergencies. Additional unpaid special leave may also be granted if necessary.

6. Special Leave with notice may be granted in the following circumstances:

**Ante-natal Care (fathers to be, partners or nominated carers):** time off may be granted for ante-natal support e.g. time-off to attend parent-craft classes or to accompany the expectant mother when under-going a medical examination. Evidence of appointments may be requested.

**Religious Observance:** reasonable unpaid special leave for the purposes of religious observance.

**First Day at school - Half Day:** a half-day's unpaid special leave to accompany her/his child on a first day at a new school if the employee is unable to use annual leave or time off in lieu.

**Examinations and Study Leave:** paid leave for employees undertaking courses of study applicable to their work for the purpose of: attending courses;

- sitting examinations;
- final revision in the period preceding examinations;
- completing assessed coursework.

**Note:** The amount of leave granted will depend upon the nature of the course. This provision should be considered in conjunction with the NNC Scheme for In-Service Training (Section A10).

**Extended leave:** unpaid special leave to extend an employee's annual leave beyond her/his normal entitlement e.g. leave taken for an extended visit abroad where the employee has friends and relatives who are not resident in the UK.

**Voluntary Public Service:** a total of up to ten days' (or hours equivalent to) per annum paid special leave to undertake unpaid voluntary public service (and unpaid special leave to undertake paid voluntary public service).

**Public Service duties** are defined in the Employment Rights Act 1996 and may include acting as a:

- Tribunal Member;
- Magistrate;
- Local Councillor;
- Member of a National Health Service Trust;
- Member of a police authority;
- Member of visiting boards for prisons, remand centres and young offenders institutions;
- School Governor;
- Member of the Environment Agency.

Applications for paid special leave for voluntary public service will not be denied unreasonably. Subject to any limitations imposed by the employing probation trust on the number of staff who can volunteer for such duty and the nature of such duty where there may be a conflict of interest, the amount of leave granted shall be determined by:

- (i) the amount of time off needed to perform the duties in question;
- (ii) the amount of time off that the employee has already taken; and
- (iii) the effects of the employee's absence on operational needs.

**Leave for Meetings of the NNC or Public Bodies:** paid leave of absence in appropriate cases for the purpose of enabling employees to attend meetings concerned with National Negotiating Council affairs.

7. Detailed guidance on the application of paid and unpaid special leave provisions is given in the model policy at Section B13.





## Section A8

### SICKNESS SCHEME

#### Scale of Allowances

1. Subject to the provisions of this Scheme, an employee absent from duty owing to illness (which term is deemed to include injury or other disability) shall be entitled to receive an allowance in accordance with the following scale:

During 1st year of service	1 month's full pay (after completing 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 year of service	5 months' full pay and 5 months' half pay
After 5 years' service	6 months' full pay and 6 months' half pay

**Note:** For occupational sick pay entitlement record purposes [and without prejudice to the NNC's arrangements for self-certification days (see Paragraph 14 below) and to any local agreements on "qualifying days" for statutory sick pay purposes], "one month" shall be deemed to be equivalent to 26 working days, Saturday being reckoned in all cases as a working day.

2. The probation trust shall have discretion to extend the application of the foregoing scale in exceptional cases and should review the position of employees at an early opportunity and before their entitlements to paid sick leave expire.
3. For the purposes of this paragraph, service in a temporary capacity shall be recognised.
4. In applying this scheme to part-time employees "one month's full pay" shall be one-twelfth of the employee's fixed annual salary in accordance with Paragraph 9, Section A2.

#### Calculation of Allowance

5. The rate of allowance and the period for which it shall be paid in respect of any period of absence due to illness shall be ascertained by deducting from the period of benefit appropriate to her or his service on the first day of her or

his absence the aggregate of the periods of absence due to illness during the 12 months immediately preceding the first day of absence. In aggregating the periods of absence, no account shall be taken of any unpaid absence on sick leave.

6. For the purpose of ascertaining the appropriate period of benefits, all previous continuous service shall be calculated in accordance with the provisions of Section A1.
7. The allowance payable under this Scheme shall not exceed the sum (if any) by which the amount of benefits, allowances and payments referred to below falls short of full pay.

**Note:** Under the **Social Security Contributions and Benefits Act 1992** the probation trust is required, subject to the provisions set out in that Act, to pay statutory sick pay to employees. State benefits are payable from the Department of Work and Pensions (DWP) in accordance with the Social Security Acts and Regulations. Accordingly, there shall be offset against an allowance equal to full pay the following, as appropriate:

- (i) the gross amount of statutory sick pay receivable under the Social Security Contributions and Benefits Act;
- (ii) the amount of sickness benefit and invalidity benefits receivable under the National Insurance Acts and Regulations made under the Acts;
- (iii) the amount (if any) received as a treatment allowance from the DWP. The dependency element only of the treatment allowance shall be deducted from sickness allowance. The employee shall therefore be allowed to retain the personal element of her or his treatment allowance.
- (iv) In the case of half-pay periods the allowance is a sum equal to half-pay plus an amount equivalent to the statutory sick pay entitlement and other benefits receivable under Paragraph 7 (i) - (iii) as long as the total sum does not exceed full pay;
- (v) Widows and married women exercising their right to be excepted from the payment of full rate National Insurance contributions shall be deemed to be insured in their own right for all National Insurance benefits.

**Note:** From 6th April 1983, in accordance with the terms of the Social Security and Housing Benefits Act 1982, widows and married

women exercising such a right are entitled to receive statutory sick pay (SSP).

8. Where a widow or married woman has opted out of paying full National Insurance contributions the amount taken into account when calculating an allowance under the sick pay scheme will be the amount equal to the total state benefit and SSP receivable had full contributions been paid.
9. All employees shall be under an obligation to declare to the probation trust in whatsoever manner may be required, their entitlement to any benefits under Paragraph 7 and any subsequent alteration in the circumstances in which such entitlement is based, in default of which the probation trust shall be entitled to determine the benefit by reference to the maximum benefit obtainable.
10. For the purpose of assessing sickness pay, account should be taken of the insurance benefit actually received as distinct from the normal benefit receivable, subject to the employee complying with the regulations as to the payment of contributions and the claiming of insurance benefit to the extent to which he or she is required by her or his probation trust.
11. So far as widows and widowed mothers are concerned, regard should be paid in calculating the amount of the sickness payment only to such part of the statutory sick pay or National Insurance benefit received as is in excess of the amount received by the employee from the DWP in weeks of full normal employment.
12. Where an employee is receiving sickness pay, s/he should continue to receive such pay if a public holiday occurs during sick leave. Where an employee has exhausted her or his period of entitlement to sickness pay, no payment should be made (other than SSP if applicable) in respect of a public holiday occurring during her or his period of sick leave.
13. In determining the normal pay of an employee during sick leave, probation trusts should include:
  - (i) regular excess hours payments made to employees whose terms of employment provide that they must, each month, work hours in excess of the usual hours (and for which overtime payment is made as a regular addition to salary) and
  - (ii) regular payments made in accordance with Paragraphs 27-29, Section A2.

### **Conditions of Payment**

14. An employee who is prevented by illness from reporting for duty shall immediately notify the employee nominated for this purpose by the probation

trust. If her or his absence continues after the third day the employee shall provide further notification as to the broad nature and possible duration of the illness to the trust.

15. S/he shall provide a doctor's statement to the trust not later than the eighth calendar day of absence. Subsequent doctor's statements shall be submitted to cover the absence if it extends beyond the period covered by the initial statement, at the same intervals required for National Insurance purposes and at similar intervals in respect of the period for which SSP is payable.
16. Exceptionally, probation trusts may, in a particular case, require statements to be submitted at more frequent intervals. The statement required should, normally be those issued for national insurance purposes and, if appropriate, be forwarded by the probation trust without delay to the DWP. On return to work where the absence has continued beyond three days an employee will certify, in writing if required, the reasons for all such absences up to and including seven days.
17. No variation can be made in the requirement that sickness absence must be certified by a qualified medical practitioner (see above), except that probation trusts are advised that they may at their discretion accept certificates of Christian Science practitioners in particular cases according to their merits.
18. An employee entering a hospital or similar institution shall submit a doctor's statement on entry and on discharge in substitution for periodical statements.
19. In an illness of serious character, in which a period of sick leave on full pay in excess of the period of the allowance under Paragraph 1 above would, by relieving anxiety, materially assist a return to work, the possibility of an extension shall receive special consideration by the probation trust.
20. An allowance shall not be paid to an employee who is absent as the result of an accident due to active participation in sport as a profession, nor in a case in which the absence arises from or is attributable to an employee's own misconduct, unless the probation trust by resolution decides otherwise.
21. A period of absence due to injury sustained by an employee in the actual discharge of her or his duty and without her or his own default, shall not be recorded for the purposes of this scheme.
22. When an employee is absent from work because of an injury in respect of which a claim will lie to the Criminal Injuries Compensation Authority (CICA) and the employee is otherwise qualified to receive sick pay in accordance with the provisions of this scheme, such pay shall be disbursed without the employee being required to refund any proportion of it from the sum which the CICA might award.

23. Where an award has been made by the CICA, the probation board, in calculating the employee's future entitlement to sick pay, is free to discount wholly or partly the period of sick leave occasioned by the injury as they may see fit on consideration of all the material circumstances.
24. An employee who is absent as the result of an accident shall not be entitled to an allowance if damages may be receivable from a third party in respect of such accident. In this event the trust may, having regard to the circumstances of the case, advance to the employee a sum not exceeding the sickness allowance provided under this scheme, subject to the employee undertaking to refund to the trust the total amount of such allowance or the proportion thereof represented in the amount of damages received. Any period of absence in such a case where a refund of the monies advanced is made in full shall not be recorded for the purposes of this Scheme. Where, however, the refund is made in part only, the probation trust may at its discretion decide to what extent, if any, the period of absence may be so recorded.
25. The probation trust may at any time require an employee who is unable to perform her or his duties as a consequence of illness to submit to an examination by a medical practitioner nominated by the trust subject to the provisions of the Access to Medical Reports Act 1988 where applicable. Any expenses incurred in connection with such examination shall be met by the trust.
26. The provisions of this Scheme shall cease to apply to an employee on the termination of her or his employment in pursuance of the provision of the Superannuation Act applicable to her or his case, whether by reason of permanent ill-health or infirmity of mind or body or by reason of age, but without prejudice to the right of an employee whose employment is terminated by reason of permanent ill-health or infirmity to receive the period of notice provided by her or his contract of service.
27. If it is reported to the probation trust that an employee has failed to observe the conditions of this Scheme or has been guilty of conduct prejudicial to her or his recovery and the trust is satisfied that there is substance in the report, the payment of the allowance shall be suspended until the trust has made a decision thereupon, provided that before making a decision the trust shall advise the employee of the terms of the report and shall afford her or his an opportunity of submitting observations thereon and of appearing or being represented before the trust. If the probation trust decides that the employee has, without reasonable excuse, failed to observe the conditions of the scheme or has been guilty of conduct prejudicial to her or his recovery, then the employee shall forfeit her or his right to any further payment of allowance in respect of that period of absence.

**Contact with infectious diseases etc: persons deemed to be incapable of attending work**

28. An employee who, in accordance with the National Insurance Act, is prevented from attending work because of contact with infectious disease (see list attached at Appendix A) shall notify her or his line manager immediately and be entitled to receive normal pay. The period of absence on this account shall not be reckoned against the employee's pay entitlement under this scheme.

**Reimbursement of the Cost of Doctor's Statements**

29. Where for the purposes of qualifying for an allowance under this Scheme a trust requires a doctor's statement from an employee, the NNC recommends that probation trusts reimburse any cost incurred in obtaining such doctor's statements.

**Sickness Absence Management Policy**

30. The model NNC Sickness Absence Management Policy Statement is set out at Section B7.

## Appendix A

### NOTIFIABLE DISEASES

1. Notifiable diseases, as advised by the Department of Health, are:

**A. Section 10 of the Public Health (Control of Disease) Act 1984**

Cholera  
Plague  
Relapsing Fever  
Smallpox

**B. Section 11 of the Public Health (Control of Disease) Act 1984**

Food Poisoning

**C. The Public Health (Infectious Disease) Regulations 1988**

Acute encephalitis  
Acute poliomyelitis  
Anthrax  
Diphtheria  
Dysentery (amoebic or bacillary)  
Leprosy  
Leptospirosis  
Malaria  
Measles  
Meningitis  
Meningococcal septicaemia (without meningitis)  
Mumps  
Ophthalmic neonatorum  
Paratyphoid fever  
Rabies  
Rubella  
Scarlet fever  
Tetanus  
Tuberculosis  
Typhoid fever  
Viral haemorrhagic fever  
Viral hepatitis  
Whooping cough  
Yellow fever





## Section A9

### MATERNITY PAY AND LEAVE

#### Who This Scheme Applies To

1. The occupational maternity scheme shall apply to all pregnant employees regardless of the number of hours worked per week.

#### Initial Obligations on the Employee

2. An employee is asked to notify her employing probation trust of the following:
  - a) that she is pregnant;
  - b) of the expected week of childbirth (EWC);
  - c) of the date of the beginning of her absence.
3. Such notice should be given at least 28 days before her absence begins or as soon as is reasonably practicable.

#### Obligations on the Employer

4. On receipt of the employee's notice of the expected date of maternity leave the employing probation trust will respond in writing to the employee, within 28 days, notifying her of the date on which her additional maternity leave will end.

#### Health and Well-being

##### 5. (a) Ante-natal Care

Any pregnant employee has the right to reasonable paid time off to attend for ante-natal care and must produce evidence of appointments if requested by her employing probation trust.

##### (b) Health and Safety

Employers are required to provide suitable rest facilities for employees who are either pregnant or breastfeeding or who have given birth within the previous 6 months. Consideration must be given to any health and safety implications for pregnant or breast-feeding employees identified in any Workplace Risk Assessment.

## **Maternity Leave Entitlement**

6. All employees regardless of service will be entitled to 26 weeks Ordinary Maternity Leave.
7. All employees regardless of services will be entitled to a further 26 weeks Additional Maternity Leave beginning on the day immediately following that on which Ordinary Maternity Leave ends.
8. Maternity leave shall start no earlier than 11 weeks before the EWC.
9. If an employee's maternity leave has not already started it will be triggered by the birth of the child or pregnancy related absence from the beginning of the 4<sup>th</sup> week before the EWC.
10. Employees should notify their employing probation trust, as soon as reasonably practicable, that they have given birth or are absent wholly or partly because of pregnancy.

## **Maternity Pay**

11. Employees who have:
  - 26 weeks' continuous service by the end of the 15<sup>th</sup> week before the EWC and
  - average earnings in the eight weeks up to and including the qualifying week of at least equal to the lower earnings limit for National Insurance contributions

shall be entitled to Statutory Maternity Pay (SMP). This will be six weeks at 9/10ths of average weekly earnings followed by 33 weeks at the standard rate per week or 9/10ths of earnings if this is less.
12. For the purposes of claiming SMP employees must give their employer:
  - at least 28 days' notice of the date they wish to start receiving SMP (if they have not already done so when giving the notice required for maternity leave);
  - medical evidence of the date that the baby is due signed by a doctor or a midwife (normally the Maternity Certificate, MAT B1) by the end of the third week of what would be the maternity pay period.
13. Employees who do not qualify for SMP may be eligible to claim Maternity Allowance from the Department for Work and Pensions.

14. Payments for employees who have completed one year's continuous service at the 11<sup>th</sup> week before the EWC shall be as follows:-

- (i) For the first six weeks of absence an employee shall be entitled to nine-tenths of a week's pay offset against payments made by way of SMP or Maternity Allowance (MA) for employees not eligible for SMP.
- (ii) An employee who declares in writing that she intends to return to work will, for the subsequent 12 weeks, receive half a week's pay without deduction except by the extent to which the combined pay and SMP (or MA and any dependant's allowances if the employee is not eligible for SMP) exceeds full pay.
- (iii) For the remaining 21 weeks the employee will receive her SMP entitlement.
- (iv) For employees not intending to return to work, payments shall be the employee's entitlement to SMP.
- (v) Payments made by the probation trust during maternity leave under (ii) above shall be made on the understanding that the employee will return to probation trust employment for a period of at least three months, which may be varied by the employing trust on good cause being shown and, in the event of her not doing so, she shall refund the monies paid, or such part thereof, if any, as the probation trust may decide. Payments made to the employee by way of SMP are not refundable and she will still receive them should she leave her employment after the 15<sup>th</sup> week before EWC
- (vi) A pregnant employee who resigns or is dismissed, for whatever reason, before the date on which she intended to start her Ordinary Maternity leave (or before she has notified the intended start date of her leave) loses her right to maternity leave but will retain any right to be paid statutory maternity pay during her maternity pay period.

**Right to Return to Work**

15. Subject to Paragraph 16 below, an employee has the right to return to the job in which she was employed under her original contract of employment and on terms and conditions not less favourable than those which would have been applicable to her if she had not been absent. "Job", for this purpose, means the nature of the work which she is employed to do and the capacity and place in which she is so employed.

16. Where it is not practicable by reason of redundancy during the employee's ordinary or additional maternity leave periods for the probation trust to permit her to return to work in her job as defined in Paragraph 15 above, the employee has the right to be offered a suitable alternative vacancy where one exists, provided that the work to be done in that post is suitable to her and appropriate to the circumstances, and that the capacity and place in which she is to be employed and her terms and conditions of employment are not substantially less favourable to her than if she had been able to return to the job in which she was originally employed.
17. Suitable alternative employment may also be offered if exceptional circumstances other than redundancy (e.g. a general re-organisation), which would have occurred if the employee had not been absent, necessitate a change in the job in which she was employed prior to her absence. The work to be done should be suitable to her and appropriate to the circumstances and the capacity and place in which she is to be employed. Also, her terms and conditions of employment should not be less favourable to her than if she had been able to return to the job in which she was originally employed.

### **Exercise of the Right to Return to Work**

18. If an employee chooses to take ordinary maternity leave only or wishes to return to work before the end of her additional maternity leave period, she must give the employer at least eight weeks' notice of the date on which she wishes to return.
19. Where an employee is unable to return on the expected day due to sickness the absence will be covered by the sickness scheme in the normal way.
20. For an employee where, because of an interruption of work (whether due to industrial action or some other reason), it is unreasonable to expect her to return on the due date, she may instead return when work resumes, or as soon as reasonably practicable thereafter.

### **Return to Work – Flexible Working Arrangements**

21. Qualifying employees who are parents of children under six years of age, or of disabled children under 18, have statutory rights to apply to change their working arrangements.
22. Probation /trusts should consider the full range of flexible working arrangements and support facilities for employees returning to work. The needs of breast-feeding employees should be taken into account.

### **Relationship with Sickness and Annual Leave**

23. Maternity leave will not be treated as sick leave and will not therefore be taken into account for the calculation of the period of entitlement to sickness pay.
24. Neither contractual nor statutory sick pay is payable during any part of the maternity leave period. An employee wishing to claim sick pay during maternity leave will need to bring the maternity leave to an end by giving the required eight week's notice. At the point at which the maternity leave ends, normal sick pay rules will apply.

### **Entitlement to non-cash benefits during AML**

25. Employees continue to receive all their contractual benefits (except pay) during periods of Additional Maternity Leave.
26. The non-cash benefits include for example:
  - Mobile telephones;
  - Non-cash vouchers such as child care vouchers which can only be used by the employee for qualifying childcare and are not transferable;
  - The right to accrue contractual annual leave
  - The right to accrue Bank Holiday leave (there is no entitlement to carry over to the following leave year).
27. This requirement cannot be overridden by a contrary contractual agreement. In terms of annual leave, normal carry over rules will continue to apply.
28. The position in respect of the provision of cash benefits such as car allowances, first aid allowances etc remains unchanged: these need not continue to be paid during either OML or AML.

### **Definitions**

#### **29. (a) A Week's Pay**

The term "a week's pay" for employees whose remuneration for normal working hours does not vary with the amount of work done in the period, is the amount payable by the probation trust to the employee under the current contract of employment for working her normal hours in a week. Where there are no normal working hours, a week's pay is the average remuneration in the period of 12 weeks preceding the date on which the last complete week ended excluding any week in which no remuneration was earned.

## **(b) Childbirth**

Childbirth means the live birth of a child, or a stillbirth after a pregnancy lasting at least 24 weeks.

30. Nothing in the above provisions shall be construed as providing rights less favourable than statutory rights.

## **National Guidance**

### **31. (a) Miscarriage, Termination, Still-birth and Death of a Baby**

If the baby dies or is stillborn after 24 weeks' pregnancy the scheme applies. Where this occurs before 24 weeks (miscarriage) or there is a termination, probation trusts should give sympathetic consideration to the circumstances and where necessary grant special leave or sick leave, as appropriate on the basis of the individual circumstances. The decision should be based on the needs of the employee and medical opinion.

### **(b) Premature Birth**

Where a baby is born prematurely probation trusts should consider each case on its merits and the action required. For example extension of the maternity leave period might be appropriate. The necessary discretion already exists under the scheme.

### **(c) Keeping-in-Touch Schemes**

An employee may voluntarily carry out 10 days' paid work for her employer during her statutory maternity leave period without bringing her maternity leave to an end. The purpose of this provision is to allow an employee to 'keep in touch' with the workplace. Work includes any work done under the contract of employment and may include training or any activity aimed at keeping in touch. Any work carried out on a day constitutes one day's work. Payment should be at the employee's normal daily rate of pay offset by any contractual or statutory maternity pay received for that day. This provision is not intended to create any obligation for employees on maternity leave to take part in keeping-in-touch days nor is there any obligation on a probation trust to provide them.

A keeping in touch day must not take place during the two week period of compulsory maternity leave.

Probation trusts and employees should maintain contact over the maternity leave period. Trusts need to ensure that employees are kept

informed of vacancies, any significant workplace developments and training opportunities. Reasonable contact from time to time during maternity leave, for example to discuss the employee's return to work, does not bring the maternity leave period to an end.

32. For further information on parental leave, maternity support leave, part-time working, career breaks etc., please refer to the appropriate Sections of the NNC National Agreement on Pay and Conditions of Service and any local policies and procedures.





## Section A10

### IN-SERVICE TRAINING

#### General

1. The NNC considers, in the interests of the service as a whole, the probation trust and the employee concerned, that:
  - (a) The probation trust should advise and assist employees in undertaking in-service training necessary to the job.
  - (b) Employees should, whenever possible, undertake such inservice training as the probation trust considers necessary.

#### Scheme of Assistance for Study

2. The NNC considers probation trust should second selected employees in appropriate cases to attend approved full-time courses.
3. Where an employee is seconded the probation trust shall:
  - (i) Pay full salary.
  - (ii) Reimburse in full registration, tuition and examination fees and student union fees.
  - (iii) Reimburse the cost, subject to an agreed limit, of necessary textbooks and stationery, and for typing and binding of dissertations where adequate loan facilities are not available.
  - (iv) Pay additional expenses necessarily incurred during practical training, where these are not met by the college.
  - (v) Pay additional reasonable expenses necessarily incurred in the maintenance of two homes in cases where a trainee is obliged to maintain a home for him/herself and her or his dependants at a place other than where the trainee resides during the theoretical part of training.
  - (vi) Reimburse the standard class rail fare incurred in travelling from permanent home to training centre and return at intervals to be determined locally.
  - (vii) Reimburse travelling expenses necessarily incurred in the course of training where these are not met by the training establishment in accordance with Section A4.

**Note:** The level and nature of expenses to be reimbursed under (ii) - (v) should be the subject of agreement before commencement of training. Additional expenses will be reimbursed in exceptional circumstances.

4. The conditions detailed in Paragraph 3 above are prescribed for application in cases where the employee is seconded by her or his probation trust for attendance at a full-time course, but it is recognised that there may be cases in which full secondment of this nature does not arise. In such cases, if the employee secures a place at a course which, in the view of the probation trust is likely to be of value to the employee in her or his career in the service, then the trust should consider granting leave of absence with or without pay to enable the employee to attend such courses and providing such financial assistance as may be thought appropriate.
5. Probation trusts should in addition grant leave of absence to enable employees to attend approved part-time and short courses. Where such facilities are granted the probation trust shall:
  - (i) Pay full salary; and
  - (ii) Reimburse all prescribed course (including examinations etc), fees and other approved educational expenses (e.g. text books), subject to an agreed limit; and
  - (iii) Reimburse the cost of approved additional expenditure incurred by the employee on travelling and subsistence provided that this shall not exceed the limit of the employee's normal entitlement under Section A4; and
  - (iv) Pay any reasonable sums as may be approved by the trust in respect of any additional expenditure which falls on the employee as a result of attendance at the course.
6. Probation trusts are advised that where an employee is undertaking approved study not requiring leave of absence to attend courses they should consider granting such facilities (including financial assistance) as they may think appropriate in the particular circumstances.

### **Conditions of Assistance**

7. Where an employee without good reason fails to sit an examination within a reasonable period or fails to show satisfactory progress in her or his studies or discontinues the course, the probation trust may forthwith withdraw the facilities granted under this scheme and may require the refunding of such proportion of the financial assistance granted as the trust may determine in the particular case.

8. The continuance of facilities under this scheme, whether for a second or succeeding stage of study or for a second attempt at an examination shall be granted only if the probation trust is satisfied either that the employee has passed the appropriate examination, has otherwise made satisfactory progress in her or his studies or merits assistance to enable her or him to sit the examination.
9. Where facilities are granted under this scheme to enable an employee to acquire a recognised qualification, the probation trust may make it a condition precedent to the granting of such facilities that the employee shall be required to undertake to remain in the service of the probation trust for a period of two years from the date on which the qualification is obtained, always providing that there is available for the employee a post requiring the qualification which has been secured. Where the employee who has been granted facilities under this scheme fails to honour this obligation as a result of obtaining a post outside the probation service, then repayment in full of the financial assistance, excluding salary, may be required.

#### **Out-of-Pocket Expenses - Residential Training Courses**

10. The recommended allowance per night in respect of necessary out-of-pocket expenses incurred at residential training courses is set out in the Pay and Allowances Card at Section A16. For courses lasting one week or more, the weekly allowance should not normally exceed the weekly rate. This provision is limited to six weeks in respect of any course and subject to review thereafter. The weekly limit may be exceeded where the probation trust is satisfied that an employee necessarily spent more than four nights at a residential training centre in the week concerned.

#### **Part-Time Employees – Attendance at full-time courses**

11. Part-time employees should be afforded equality of access to training and development opportunities and provisions. Consideration should be given to particular working arrangements and places of work involved together with any individual's circumstances outside of work.
12. When on training courses outside their normal contracted working pattern, part-time employees shall be paid the appropriate hourly rate for any additional hours worked.

## Section A11

### LOSS OR DAMAGE TO PERSONAL PROPERTY

1. A probation trust may make an ex-gratia payment to an employee in respect of loss of cash or property or damage to property where such loss or damage was sustained while on duty.
2. Payments may be made in the following circumstances:
  - (a) where an employee suffers loss or damage caused or reasonably suspected to be caused by an offender under the supervision of the probation trust;
  - (b) where an employee suffers loss or damage as a direct result of properly carrying out necessary professional duties;
  - (c) where an employee suffers loss or damage as a direct result of unusual and unexpected occurrences in her or his office.
3. Probation trusts may pay up to the full assessed value of any property, subject to a limit of £50 in respect of cash and of £250 in respect of property, in any one case. If, in exceptional circumstances, the probation trust wishes to make payments in excess of these amounts it may do so, subject to the relevant provisions in the Financial Memorandum for probation trusts.
4. Probation trusts shall satisfy themselves as to the following points before deciding on any payment and its level:
  - (i) the nature of the loss or damage and the probability that it was incurred in one of the three sets of circumstances outlined in paragraph 1 above;
  - (ii) the accuracy of any valuation of property lost or damaged;
  - (iii) the availability to the employee of any other reasonable means of redress e.g. through the courts or through insurance. Such means should be preferred to payments under the provisions of this section (and payments made on the recurrent loss of a no claims bonus if this is the smaller);
  - (iv) any contributory negligence by the employee. An employee should be expected to take all reasonable precautions against loss or damage; gross negligence may result in the withholding of any compensation. Lesser degrees of negligence, taking into account any extenuating circumstances, may result in a

proportionate reduction in payments. Negligence shall include having or leaving personal property in an office unnecessarily.

5. Reimbursement by a probation trust in accordance with the above provisions shall not be taken as an admission of liability for the loss or damage by the b trust.

## Section A12

### **PAYMENTS TO STAFF IN THE EVENT OF DEATH OR PERMANENT DISABLEMENT FROM ASSAULT**

1. Probation trusts shall make payments in accordance with Paragraph 2 hereof to any employee or, in the event of death, jointly to the dependants of any employee whose contract of service incorporates this Code of Conditions of Service as amended from time to time, in the event of death or permanent disablement of the employee arising from a violent or criminal assault suffered by the employee in the course, or as a consequence, of her or his employment.
2. The amounts payable under Paragraph 1 are as follows:
  - (i) In the event of death within twelve months from the date of the assault and, in the opinion of the probation trust, by reason thereof, where the employee has left one or more dependants, the equivalent of five years' gross remuneration at the rate applying at the date of the assault or £35,000 whichever is the greater. Where the employee has left no dependants, the sum of £950 shall be payable.
  - (ii) In the event of permanent total or partial disablement as a result of the assault, the percentage specified in the scale set out overleaf of five times gross remuneration applying at the date of the assault or of £35,000, whichever is the greater; provided that such payments shall, at the discretion of the probation trust, be reduced by the amount of any damages, or compensation recoverable in respect of the particular injuries.
3. This recommendation is not intended to prevent a probation trust from paying amounts exceeding those specified in Paragraph 2 if it is considered to be reasonable to do so or from providing for circumstances other than assault if the trust is satisfied that such provision can lawfully be made.

## Annex to Section A12

### SCALE OF COMPENSATION

#### Payment to staff in the event of death or permanent disablement arising from assault

1	Death, total and irrecoverable loss of all sight in one or both eyes, total loss by physical severance or complete loss of use of one or both hands or feet at or above wrist or ankle, occurring within 12 months from the date of assault				100%
2	Permanent total and absolute disablement (other than as stated as Item 1) from engaging in or giving attention to any profession or occupation of any kind				100%
3	Permanent partial disablement (not otherwise provided for above) the percentage of the capital sum set against the degree of disablement in the following table:				
	a	Total loss of hearing in both ears			40%
	b	Total loss of hearing in one ear			10%
	c	Complete loss of use of hip or knee or ankle			20%
	d	Removal of the lower jaw by surgical operation			30%
	e	Fractured leg or foot with established non-union			25%
	f	Fractured knee-cap with established non-union			20%
	g	Shortening of leg by at least 3 centimetres			15%
	h	Loss by amputation or complete loss of:			
			<u>Right</u> <sup>1</sup>	<u>Left</u>	
	(i)	One thumb	20%	17.5%	
	(ii)	One index finger	15%	12.5%	
	(iii)	Any other finger	10%	7.5%	
	(iv)	One big toe	10%	10%	
	(v)	Any other toe	3%	3%	
	i	Complete loss of shoulder or elbow	25%	20%	
	j	Complete loss of use of wrist	20%	15%	

<sup>1</sup> To be reversed if insured person is left-handed

## **Section A13**

### **PARENTAL LEAVE – STATUTORY ENTITLEMENTS**

#### **Statutory Entitlement to apply to work flexibly**

1. The NNC has agreed guidance on the statutory entitlement for employees to apply to work flexibly. The guidance is set out at Section C4.
2. It is the express view of the NNC that, in accordance with best practice, the opportunity to apply to work flexibly should be extended to all employees.

#### **Statutory Adoption Leave and Pay**

3. The NNC has agreed guidance on the statutory entitlement to adoption leave and pay. The guidance is set out in Section C5.
4. The NNC endorses the principle that a probation trust should have an occupational adoption pay and leave scheme which mirrors the provisions of its occupational maternity pay and leave scheme. The NNC Scheme is detailed at Section A17.

#### **Statutory Paternity Leave and Pay**

5. The NNC has agreed guidance on the statutory entitlement to paternity leave and pay. The guidance is set out in Section C6.

#### **Parental Leave and Time Off for Dependents**

6. Employees who have completed one year's service with their probation trust have a statutory entitlement to 13 weeks' parental leave to care for their child.
7. The NNC has agreed the DBIS recommendation that this leave should ordinarily be taken in blocks of no more than four weeks in a single year.



**Section A14**

**Pay Bands and Salary Spine Points**

<b>Pay Point</b>	<b>£</b>	<b>£</b>	<b>£</b>	<b>£</b>
<b>Band 1</b>	<b>01/04/2011</b>	<b>01/10/2012</b>	<b>01/04/2013</b>	<b>01/04/2014</b>
<b>10</b>	£14,464	£14,464	£14,609	£14,609
<b>11</b>	£14,604	£14,604	£14,750	£14,750
<b>12</b>	£14,752	£14,752	£14,900	£14,900
<b>13</b>	£14,898	£14,898	£15,047	£15,047
<b>14</b>	£15,040	£15,040	£15,190	£15,190
<b>15</b>	£15,180	£15,180	£15,332	£15,332
<b>16</b>	£15,337	£15,337	£15,490	£15,490
<b>17</b>	£15,481	£15,481	£15,636	£15,636
<b>18</b>	£15,642	£15,642	£15,798	£15,798
<b>19</b>	£15,791	£15,791	£15,949	£15,949
<b>20</b>	£15,941	£15,941	£16,100	£16,100
<b>21</b>	£16,105	£16,105	£16,266	£16,266
<b>22</b>	£16,266	£16,266	£16,429	£16,429
<b>23</b>	£16,420	£16,420	£16,584	£16,584
<b>24</b>	£16,580	£16,580	£16,746	£16,746
<b>25</b>	£16,742	£16,742	£16,909	£16,909
<b>26</b>	£16,905	£16,905	£17,074	£17,074
<b>27</b>	£17,072	£17,072	£17,243	£17,243

<b>Band 2</b>	<b>01/04/2011</b>	<b>01/10/2012</b>	<b>01/04/2013</b>	<b>01/04/2014</b>
<b>28</b>	£17,245	£17,245	£17,417	£17,417
<b>29</b>	£17,419	£17,419	£17,593	£17,593
<b>30</b>	£17,588	£17,588	£17,764	£17,764
<b>31</b>	£17,756	£17,756	£17,934	£17,934
<b>32</b>	£17,938	£17,938	£18,117	£18,117
<b>33</b>	£18,112	£18,112	£18,293	£18,293
<b>34</b>	£18,280	£18,280	£18,463	£18,463
<b>35</b>	£18,469	£18,469	£18,654	£18,654
<b>36</b>	£18,647	£18,647	£18,833	£18,833
<b>37</b>	£18,835	£18,835	£19,023	£19,023
<b>38</b>	£19,018	£19,018	£19,208	£19,208
<b>39</b>	£19,206	£19,206	£19,398	£19,398

40	£19,398	£19,398	£19,592	£19,592
41	£19,586	£19,586	£19,782	£19,782
42	£19,779	£19,779	£19,977	£19,977
43	£19,978	£19,978	£20,178	£20,178
44	£20,174	£20,174	£20,376	£20,376
45	£20,372	£20,372	£20,576	£20,576
46	£20,566	£20,566	£20,772	£20,772
47	£20,759	£20,759	£20,967	£20,967
48	£20,964	£20,964	£21,174	£21,174
49	£21,179	£21,179	£21,391	£21,391
50	£21,301	£21,391	£21,605	£21,605
<b>Band 3</b>	<b>01/04/2011</b>	<b>01/10/2012</b>	<b>01/04/2013</b>	<b>01/04/2014</b>
52	£21,821	£21,821	£22,039	£22,039
53	£22,041	£22,041	£22,261	£22,261
54	£22,246	£22,246	£22,468	£22,468
55	£22,474	£22,474	£22,699	£22,699
56	£22,697	£22,697	£22,924	£22,924
57	£22,910	£22,910	£23,139	£23,139
58	£23,148	£23,148	£23,379	£23,379
59	£23,382	£23,382	£23,616	£23,616
60	£23,605	£23,605	£23,841	£23,841
61	£23,842	£23,842	£24,080	£24,080
62	£24,072	£24,072	£24,313	£24,313
63	£24,321	£24,321	£24,564	£24,564
64	£24,555	£24,555	£24,801	£24,801
65	£24,795	£24,795	£25,043	£25,043
66	£25,050	£25,050	£25,301	£25,301
67	£25,298	£25,298	£25,551	£25,551
68	£25,542	£25,542	£25,797	£25,797
69	£25,794	£25,794	£26,052	£26,052
70	£26,052	£26,052	£26,313	£26,313
71	£26,306	£26,306	£26,569	£26,569
72	£26,572	£26,572	£26,838	£26,838
73	£26,834	£26,834	£27,102	£27,102
74	£27,102	£27,102	£27,373	£27,373

<b>Band 4</b>	<b>01/04/2011</b>	<b>01/10/2012</b>	<b>01/04/2013</b>	<b>01/04/2014</b>
<b>80</b>	£28,750	£28,750	£29,038	£29,038
<b>81</b>	£29,030	£29,030	£29,320	£29,320
<b>82</b>	£29,316	£29,316	£29,609	£29,609
<b>83</b>	£29,611	£29,611	£29,907	£29,907
<b>84</b>	£29,909	£29,909	£30,208	£30,208
<b>85</b>	£30,201	£30,201	£30,503	£30,503
<b>86</b>	£30,504	£30,504	£30,809	£30,809
<b>87</b>	£30,805	£30,805	£31,113	£31,113
<b>88</b>	£31,110	£31,110	£31,421	£31,421
<b>89</b>	£31,421	£31,421	£31,735	£31,735
<b>90</b>	£31,737	£31,737	£32,054	£32,054
<b>91</b>	£32,054	£32,054	£32,375	£32,375
<b>92</b>	£32,364	£32,364	£32,688	£32,688
<b>93</b>	£32,685	£32,685	£33,012	£33,012
<b>94</b>	£33,014	£33,014	£33,344	£33,344
<b>95</b>	£33,335	£33,335	£33,668	£33,668
<b>96</b>	£33,667	£33,667	£34,004	£34,004
<b>97</b>	£34,002	£34,002	£34,342	£34,342
<b>98</b>	£34,344	£34,344	£34,687	£34,687
<b>99</b>	£34,677	£34,677	£35,024	£35,024
<b>100</b>	£35,029	£35,029	£35,379	£35,379
<b>101</b>	£35,370	£35,370	£35,724	£35,724
<b>102</b>	£35,727	£35,727	£36,084	£36,084

<b>Band 5</b>	<b>01/04/2011</b>	<b>01/10/2012</b>	<b>01/04/2013</b>	<b>01/04/2014</b>
<b>99</b>	£34,677	£34,677	£35,024	£35,024
<b>100</b>	£35,029	£35,029	£35,379	£35,379
<b>101</b>	£35,370	£35,370	£35,724	£35,724
<b>102</b>	£35,727	£35,727	£36,084	£36,084
<b>103</b>	£36,076	£36,076	£36,437	£36,437
<b>104</b>	£36,435	£36,435	£36,799	£36,799
<b>105</b>	£36,798	£36,798	£37,166	£37,166
<b>106</b>	£37,158	£37,158	£37,530	£37,530
<b>107</b>	£37,531	£37,531	£37,906	£37,906
<b>108</b>	£37,898	£37,898	£38,277	£38,277
<b>109</b>	£38,277	£38,277	£38,660	£38,660
<b>110</b>	£38,659	£38,659	£39,046	£39,046
<b>111</b>	£39,037	£39,037	£39,427	£39,427
<b>112</b>	£39,424	£39,424	£39,818	£39,818

<b>Band 6</b>	<b>01/04/2011</b>	<b>01/10/2012</b>	<b>01/04/2013</b>	<b>01/04/2014</b>
<b>111</b>	£39,037	£39,037	£39,427	£39,427
<b>112</b>	£39,424	£39,424	£39,818	£39,818
<b>113</b>	£39,837	£39,837	£40,235	£40,235
<b>114</b>	£40,217	£40,217	£40,619	£40,619
<b>115</b>	£40,614	£40,614	£41,020	£41,020
<b>116</b>	£41,019	£41,019	£41,429	£41,429
<b>117</b>	£41,373	£41,373	£41,787	£41,787
<b>118</b>	£41,804	£41,804	£42,222	£42,222
<b>119</b>	£42,221	£42,221	£42,643	£42,643
<b>120</b>	£42,646	£42,646	£43,072	£43,072
<b>121</b>	£43,066	£43,066	£43,497	£43,497
<b>122</b>	£43,498	£43,498	£43,933	£43,933
<b>123</b>	£43,932	£43,932	£44,371	£44,371
<b>124</b>	£44,374	£44,374	£44,818	£44,818
<b>125</b>	£44,821	£44,821	£45,269	£45,269
<b>126</b>	£45,273	£45,273	£45,726	£45,726
<b>127</b>	£45,726	£45,726	£46,183	£46,183
<b>128</b>	£46,181	£46,181	£46,643	£46,643
<b>129</b>	£46,650	£46,650	£47,117	£47,117

**NOT IN USE**

**NOT IN USE**





## Section A16

### PAY AND ALLOWANCES CARD (NB: rates still extant as at 31 May 2014)

#### 1. Standby and Sleeping-in Duty Allowances

Operative Date	1 July 2011	1 July 2012	1 July 2013
Standby	£41.74	£41.74	£42.16
Sleepingin Duty	£39.24	£39.24	£39.63

#### 2. Subsistence Expenses – Maximum Levels

Operative Date	1 July 2011	1 July 2012	1 July 2013
Breakfast	£6.40	£6.40	£ 6.46
Lunch	£8.81	£8.81	£ 8.90
Tea	£3.47	£3.47	£ 3.50
Evening Meal	£10.95	£10.95	£11.06

#### 3. Out of Pocket Expenses

Operative Date	1 July 2011	1 July 2012	1 July 2013
Per Night	£4.21	£4.21	£ 4.25
Normal weekly maximum	£16.86	£16.86	£17.03

#### 4. Relocation

Operative Date	1 April 2011	1 April 2012	1 April 2013
Lodging - Para 6b (ii)	£130.78	£130.78	£132.09
Advertising Costs – Para 6b(iii)	£323.09	£323.09	£326.32
Tenancy Costs – Para 6b (iii)	£390.86	£390.86	£394.77
Disturbance/ Settling in – Para 6b (iv)	£1926.46	£1926.46	£1945.72

#### 5. Prison Supplement - £675 per annum

## 6. Car Allowances from 1 April 2011

### 6.1 Essential Users

	451 c.c. – 999 c.c.	1000 c.c. – 1199 c.c.	1200 c.c. – 1450 c.c.
Lump sum per annum	£846	£963	£1,239
Per mile - First 8,500 miles	36.9p	40.9p	50.5p
Per mile - After 8,500 miles	13.7p	14.4p	16.4p
Petrol element	9.406p	10.366p	11.288p
Amount of VAT per mile in petrol element	1.567p	1.727p	1.881p

### 6.2 Casual Users

	451 c.c. – 999 c.c.	1000 c.c. – 1199 c.c.	1200 c.c. – 1450 c.c.
Per mile - First 8,500 miles	46.9p	52.2p	65.0p
Per mile - After 8,500 miles	13.7p	14.4p	16.4p
Petrol element	9.406p	10.366p	11.288p
Amount of VAT per mile in petrol element	1.567p	1.727p	1.881p

## 7 Motor-cycle Allowances from 1 April 2011

### 7.1 Essential Users

	451 c.c. – 999 c.c.	1000 c.c. – 1199 c.c.	1200 c.c. – 1450 c.c.
Lump sum per annum	£846	£963	£1,239
Per mile - All miles [there is no 8,500 miles ceiling]	24.0p	24.0p	24.0p

### 7.2 Casual Users

	451c.c – 999c.c	1000c.c.– 1199 c.c.	1200 c.c. – 1450 c.c.
Per mile - All miles [there is no 8,500 miles ceiling]	24.0p	24.0p	24.0p

## 8 Pedal-cycle Allowance from 1 April 2011

A rate of 20p per mile is payable for the use of a pedal-cycle for business purposes

## 9 London Allowance

Operative Date	1 April 2011	1 April 2012	1 April 2013
	£3,850	£3,850	£3,889

## **Section A17**

### **ADOPTION PAY AND LEAVE**

1. The adoption pay and leave scheme shall apply to all eligible employees regardless of the number of hours worked per week.

#### **Eligibility**

2. An employee will need to satisfy the following conditions in order to qualify for adoption pay and leave. S/he must:
  - have at least 26 weeks' continuous service by the end of the week in which s/he is notified of being matched with a child for adoption;
  - be newly matched with a child for adoption by an approved adoption agency and have notified that agency of agreement to the placement and date of placement;
  - ensure that the employing probation trust is given the correct notification of the intention to take adoption leave.
3. Paid adoption leave is available to employees who are adopting a child on their own, or for one member of a couple who are adopting together. The other member of the couple, or the partner of the adopter, may be eligible for paid paternity or maternity support leave.
4. Only one period of pay and leave is available regardless of whether more than one child is being placed for adoption as part of the same arrangement.
5. The employee will be asked to provide documentary evidence in the form of a matching certificate from the adoption agency.

#### **Initial Obligations on the Employee**

6. An employee must notify her/his employing probation trust/trust of the following:
  - (i) that s/he is proposing to adopt a child
  - (ii) the expected date of the child's placement
  - (iii) the date on which s/he intends to start adoption leave.
7. Such notice should be given within seven days of the employee being notified by the adoption agency that s/he has been matched with a child (the qualifying week) or as soon as is reasonably practicable.

#### **Obligations on the Employer**

8. On receipt of the employee's notice of the expected start date of adoption leave the employing probation trust will respond in writing to the employee, within 28 days, notifying her/him of the date on which her/his Additional Adoption Leave will end.

### **Adoption Leave Entitlement**

9. All employees with 26 weeks' continuous service by the end of the qualifying week will be entitled to 26 weeks' Ordinary Adoption Leave followed immediately by a further 26 weeks' Additional Adoption Leave beginning on the day immediately following that on which Ordinary Adoption Leave ends.
10. Adoption leave shall start from the placement date or from a fixed date which is no earlier than 14 days before the expected placement date.
11. If it becomes necessary for the employee to change the start date of adoption leave, s/he must notify her/his employing trust at least 28 days in advance of the revised date.

### **Adoption Pay**

12. Employees who have:
- 26 weeks' continuous service up to and including the qualifying week and
  - average earnings in the eight weeks up to and including the qualifying week of at least equal to the lower earnings limit for National Insurance contributions

shall be entitled to Statutory Adoption Pay (SAP). This will be six weeks at 9/10ths of average weekly earnings followed by 33 weeks at the standard rate per week or 9/10ths of earnings if this is less.

13. Payments for employees who have completed one year's continuous service up to and including the qualifying week shall be as follows:-
- (i) For the first six weeks of absence an employee shall be entitled to nine-tenths of a week's pay offset against payments made by way of SAP.
  - (ii) An employee who declares in writing that s/he intends to return to work will, for the subsequent 12 weeks, receive half a week's pay without deduction except by the extent to which the combined pay and SAP exceeds full pay.
  - (iii) For the remaining 21 weeks the employee will receive her/his SAP entitlement.
  - (iv) For employees not intending to return to work payments shall be the employee's entitlement to SAP.

- (v) Payments made by the probation trust during adoption leave under (ii) above shall be made on the understanding that the employee will return to probation trust employment for a period of at least three months, which may be varied by the employing trust on good cause being shown and, in the event of her/him not doing so, s/he shall refund the monies paid, or such part thereof, if any, as the probation trust may decide. Payments made to the employee by way of SAP are not refundable and s/he will still receive them should s/he leave employment after the qualifying week.
- (vi) An employee who resigns or is dismissed, for whatever reason, before the date on which s/he intended to start a period of Ordinary Adoption leave (or before s/he has notified the intended start date of the period of leave) loses any right to adoption leave but will retain any right to be paid Statutory Adoption Pay during her/his adoption pay period.

### **Where the adoption does not take place**

- 14. Where an employee has started a period of adoption leave before the placement date and the placement is not made, the child dies or is returned to the adoption agency, the employee's leave will normally finish 8 weeks after the end of the week in which the disruption took place.
- 15. Payment of SAP continues for eight weeks after the end of the week in which the disruption took place or until the end of the employee's SAP period if that is sooner.

### **Adoption from outside the UK**

- 16. Where adoption takes place from outside the UK, the employee is required to inform the employing probation trust in writing of the intention to take adoption leave within 28 days of receiving official notification from the relevant domestic authority.
- 17. In addition to providing the information at Paragraph 6 above, the employee should provide evidence within 28 days of the child entering the UK of the date of entry (such as a plane ticket or a copy of entry clearance documents).
- 18. In the case of a child adopted from outside the UK, the adoption leave period may begin on the date the child enters the UK or from a predetermined date which is no later than 28 days after this date.
- 19. All other conditions remain unchanged.

### **Right to Return to Work**

- 20. Subject to Paragraph 21 below an employee has the right to return to the job in which s/he was employed under her/his original contract of employment and on terms and conditions not less favourable than those which would have been applicable to her/him if s/he had not been absent. "Job", for this purpose, means the nature of the work which s/he is employed to do and the capacity and place in which s/he is so employed.

21. Where it is not practicable by reason of redundancy during the employee's Ordinary or Additional Adoption Leave periods for the probation trust to permit her/him to return to work in her/his job as defined in Paragraph 20 above the employee has the right to be offered a suitable alternative vacancy where one exists, provided that the work to be done in that post is suitable to her/him and appropriate to the circumstances, and that the capacity and place in which s/he is to be employed and her terms and conditions of employment are not substantially less favourable to her/him than if s/he had been able to return to the job in which s/he was originally employed.
22. Suitable alternative employment may also be offered if exceptional circumstances other than redundancy (e.g. a general re-organisation), which would have occurred if the employee had not been absent, necessitate a change in the job in which s/he was employed prior to her/his absence. The work to be done should be suitable to her/him and appropriate to the circumstances and the capacity and place in which s/he is to be employed and the terms and conditions of employment should not be less favourable to her/him than if s/he had been able to return to the job in which s/he was originally employed.

### **Exercise of the Right to Return to Work**

23. If an employee chooses to take Ordinary Adoption Leave only or wishes to return to work before the end of her/his Additional Adoption Leave period, s/he must give the employer at least eight weeks' notice of the date on which s/he wishes to return.
24. Where an employee is unable to return on the expected day due to sickness the absence will be covered by the sickness scheme in the normal way.
25. For an employee where, because of an interruption of work (whether due to industrial action or some other reason), it is unreasonable to expect her/him to return on the due date, s/he may instead return when work resumes, or as soon as reasonably practicable thereafter.

### **Return to Work – Flexible Working Arrangements**

26. Qualifying employees who are parents (including adoptive parents) of children under six years of age, or of disabled children under 18, have statutory rights to apply to change their working arrangements.
27. Probation trusts should consider the full range of flexible working arrangements and support facilities for employees returning to work.

### **Relationship with Sickness and Annual Leave**

28. Adoption leave will not be treated as sick leave and will not therefore be taken into account for the calculation of the period of entitlement to sickness pay.
29. Neither contractual nor statutory sick pay is payable during any part of the

Adoption Leave period. An employee wishing to claim sick pay during Adoption Leave will need to bring the Adoption Leave to an end by giving the required eight weeks' notice. At the point at which the Adoption Leave ends, normal sick pay rules will apply.

### **Entitlement to non-cash benefits during Additional Adoption Leave**

30. Employees will continue to receive all their contractual benefits (except pay) during periods of Additional Adoption Leave.
31. The non-cash benefits include for example:
  - Mobile telephones;
  - Non-cash vouchers such as child care vouchers which can only be used by the employee for qualifying childcare and are not transferable;
  - The right to accrue contractual annual leave;
  - The right to accrue Bank Holiday leave (there is no entitlement to carry over to the following leave year)
32. This requirement cannot be overridden by a contrary contractual agreement. In terms of annual leave, normal carry over rules will continue to apply.
33. The position in respect of the provision of cash benefits such as car allowances, first aid allowances etc remains unchanged: these need not continue to be paid during either OAL or AAL.

### **Definition of a Week's Pay**

34. The term "a week's pay" for employees whose remuneration for normal working hours does not vary with the amount of work done in the period, is the amount payable by the probation trust to the employee under the current contract of employment for working her/his normal hours in a week. Where there are no normal working hours, a week's pay is the average remuneration in the period of 12 weeks preceding the date on which the last complete week ended excluding any week in which no remuneration was earned.
35. Nothing in the above provisions shall be construed as providing rights less favourable than statutory rights.

### **Keeping-in-Touch Schemes**

36. An employee may voluntarily carry out 10 days' paid work for the employing probation trust during a period of statutory Adoption Leave without bringing the Adoption Leave to an end. The purpose of this provision is to allow an employee to 'keep in touch' with the workplace. Work includes any work done under the contract of employment and may include training or any activity aimed at keeping in touch. Any work carried out on a day constitutes one day's work. Payment should be at the employee's normal daily rate of pay offset by any occupational or Statutory Adoption Pay received for that day. This provision is not intended to create any obligation for



employees on adoption leave to take part in keeping-in-touch days nor is there any obligation on a probation trust to provide them.

37. Probation trusts and employees should maintain contact over the adoption leave period. Trusts need to ensure that employees are kept informed of vacancies, any significant workplace developments and training opportunities. Reasonable contact from time to time during adoption leave, for example to discuss the employee's return to work, does not bring the adoption leave period to an end.
38. For further information on parental leave, paternity leave, maternity support leave, part-time working, career breaks etc., please refer to the appropriate Sections of the NNC National Agreement on Pay and Conditions of Service and any local policies and procedures.

## SECTION B – POLICIES/PROCEDURES/SCHEMES

Section	Content
<a href="#">B1</a>	Assisted Car Purchase Scheme
<a href="#">B2</a>	Procedure for the Structured Induction of Newly Appointed Probation Officers
B3	Not In Use
B4	Not In Use
<a href="#">B5</a>	Model Grievance Procedure
<a href="#">B6</a>	Model Discipline and Capability Procedure
<a href="#">B7</a>	Model Good Attendance and Sickness Absence Management Policy Statement
<a href="#">B8</a>	Model Harassment Policy/Procedure
<a href="#">B9</a>	Model Part-Time Work Policy
<a href="#">B10</a>	Model Flexitime Scheme
<a href="#">B11</a>	Model Job-Share Policy
<a href="#">B12</a>	Information Technology and Related Changes to Working Methods
<a href="#">B13</a>	Model Special Leave Policy
<a href="#">B14</a>	Model Trade Union Recognition Agreement
<a href="#">B15</a>	Model Local Joint Negotiation and Consultative Committee Constitution
<a href="#">B16</a>	Local Disputes Procedure
<a href="#">B17</a>	Model Time Off for Trade Union Duties and Activities/Facilities Agreement
<a href="#">B18</a>	Model Domestic Abuse Policy

<a href="#"><u>B19</u></a>	Model Career Break Policy
<a href="#"><u>B20</u></a>	Model Retirement Policy
<a href="#"><u>B21</u></a>	Model Unsatisfactory Attendance Procedure – Short Term
<a href="#"><u>B22</u></a>	Model Unsatisfactory Attendance Procedure – Long Term

**ASSISTED CAR PURCHASE SCHEME – CONDITIONS OF APPLICATION**

1. If any employee whose probation trust resolves that it is essential in the interests of the efficient conduct of the trust that the employee shall be permitted to use her or his private car in carrying out official duties, then that employee shall be eligible for financial assistance. Assistance will be given in accordance with this Scheme.
2. The probation trust may, on receipt of an application for financial assistance from any such employee and, subject to the terms and conditions of this Scheme, authorise the grant or loan not exceeding the purchase price of the new or second hand car which the employee proposes to acquire after taking into account any allowance which may be made for the value of any car which the employee offers in part-exchange for the car which s/he is proposing to acquire, or the selling price of any car which the employee has disposed of otherwise than by part-exchange during the preceding 12 months.
3. An application under this Scheme in respect of a second hand car shall be accompanied by a certificate as to the reasonableness of the price, the roadworthiness and the estimated future life of the vehicle which it is proposed to purchase, given by a qualified automobile engineer.
4. No application shall be approved unless the estimated future of the vehicle is two years, having regard to the annual mileage which the employee might reasonably be expected to cover on private and official journeys.
5. No application shall be approved unless the probation trust is satisfied that the type of vehicle concerned is suitable for the performance of the official duties for which it is required.
6. A loan granted in accordance herewith shall be repayable by monthly instalments over such period, not exceeding four years or the estimated life of the car whichever is the shorter, as may be approved, except that in the case of cars not more than three years old at the date of purchase the maximum loan period shall be five years.
7. In the event of an employee's contract of service with the probation trust being terminated prior to the completion of repayment of the loan with interest accrued, any employee to whom assistance under this Scheme has been granted shall be liable to repay the balance outstanding with interest accrued to the date of repayment, forthwith on the termination of the employment.

8. During any period in which the repayment of any part of the loan granted by the probation trust with interest accrued as outstanding in favour of the board and subject to any unavoidable non-compliance with this condition due to the vehicle requiring repair or overhaul, an employee to whom assistance under this Scheme has been granted shall undertake to utilise the car in respect of which assistance has been granted in the performance of her or his official duties as required by the probation trust.
9. Any employee to whom assistance under this Scheme has been granted shall undertake not to dispose of the vehicle in respect of which assistance has been granted without the previous consent of the probation board at any time prior to the repayment of the full amount of the loan with interest accrued. Should disposal be authorised, the balance of the principle sum owing, together with interest accrued to date, shall immediately become repayable to the probation trust.
10. During the currency of the period of repayment of the loan with interest accrued and, whilst the vehicle remains in her or his possession, an employee shall undertake in respect of any vehicle for the purchase of which assistance under the Scheme has been given to maintain a comprehensive policy of insurance in respect of the vehicle in which the probation trust's interest is recognised and to submit such policy to the Treasurer of the probation trust at such time as may be required.
11. As a condition of any assistance given under this Scheme an employee shall, if so required, execute a bond for the due performance of her or his contracted obligations of such reasonable amount as the probation trust may determine, alternatively the car shall be the property of the probation trust until the final purchase instalment is paid.

## **Section B2**

### **PROCEDURE FOR THE STRUCTURED INDUCTION OF NEWLY APPOINTED PROBATION OFFICERS**

#### **PROBATION OFFICERS**

1. This procedure applies to all newly qualified probation officers who have achieved the Vocational Qualification Diploma in Probation Practice at Level 5 and associated necessary qualifications\*.
2. Achievement of the VQ Level 5 qualification itself will, de facto, constitute a licence to practise as a probation officer. However this will be "at a beginning level of professional practice" and whilst this should be regarded as sufficient evidence of competence to practise it is not, by definition, necessary evidence of ability to perform at the level of full operational effectiveness. As with the transition to any new role, newly qualified probation officers will inevitably need a period of time to build up to full competence within an incremental framework that is properly defined and supported. Such a process will allow the individual to consolidate practice competence (that has hitherto had an emphasis on qualitative assessment) in a more quantitative manner, building to normal local levels of workload over a defined period.
3. The VQ level 5 programme comprises an even balance between academic and work-based learning and thus a practitioner at the point of qualification will normally be carrying a workload of approximately one half of the local norm. On appointment as a newly qualified probation officer this represents the starting point in workload terms for the individual. The individual should then be subject to a six month period of structured induction which will take account of the need for consolidation and development of learning and feature:
  - (a) A progressively increasing workload of appropriate range, building to the local norm at six month point;
  - (b) Enhanced supervision by the line manager, at not less than regular fortnightly intervals;
  - (c) Careful consideration of the individual's post qualifying developmental needs, including widening the experience base and appropriate further learning;
  - (d) Taking due account of any particular needs arising from consideration of race, gender, physical ability or any other specific need.
4. Throughout the period of structured induction as well as beyond, the individual remains subject to the normal performance development and review arrangements of the local probation trust

\* **Bespoke Honours Degree/Graduate Diploma**

B2/1





## **SECTION B3**

-

**NOT IN USE**

## **SECTION B4**

-

**NOT IN USE**

## **MODEL GRIEVANCE PROCEDURE**

### **Introduction**

1. It is expected that most questions concerning an employee's employment with the probation board will be dealt with satisfactorily in the course of the normal working relationship between the employee concerned and the immediate line manager.
2. The purpose of this grievance procedure is to provide a framework for dealing promptly and fairly with questions which have not been resolved through the normal working relationship. The objective is to settle the matter as near as possible to the point of origin, in a spirit of conciliation.
3. Matters appropriately dealt with under the procedure include all questions relating to the individual rights of employees concerning their employment, other than grading, discipline/capability or appraisal\*.
4. Probation boards shall ensure that employees are fully aware both of the steps available to them as individuals under the procedure and of the name and designation of the person to whom they can apply for the purpose of seeking redress of any grievance related to their employment, and the manner in which such application should be made.
5. Probation boards are recommended to adopt a Grievance Procedure based on the model set out below, modified if necessary to meet local circumstances.

### **Model Grievance Procedure**

6. The procedure is as follows:

#### **Step 1**

Where an employee is aggrieved about any matter relating to her/his employment, excluding grading, discipline/capability or appraisal\*, the employee should discuss the matter initially with the line manager as soon as possible, and other than in exceptional circumstances within twenty working days. However, the employee is permitted to raise as part of the grievance a series of directly related incidents having a cumulative effect.

The employee may wish to seek the advice of a Trade Union representative prior to raising the grievance.

The line manager should seek to resolve the matter informally. Whether or not this proves possible, the line manager should reply

orally to the grievance as soon as practicable, and within five working days whenever possible.

In exceptional circumstances where it would not be appropriate for the employee to discuss the grievance initially with the line manager, the discussion could involve another appropriate member of the line management structure.

## **Step 2**

If the employee is not satisfied with the reply, the grievance should be set down in writing and sent within twenty working days of receiving that reply to the Chief Officer, or her/his nominee. A meeting shall be arranged as soon as practicable and normally within ten working days. Employees may, if they so wish, be accompanied by a representative of a recognised Trade Union or a workplace colleague.

The Chief Officer, or her/his nominee, shall notify the employee of their decision in writing as soon as practicable, normally within five working days.

## **Step 3**

If the employee remains dissatisfied, s/he has the right, within twenty working days, to appeal directly to the probation board. The employee is to set out the grounds for the appeal and any redress being sought. Employees may, if they wish, be accompanied by a representative of a recognised Trade Union or a workplace colleague.

The matter shall be heard by a panel of the board which has delegated powers, as soon as practicable and normally within twenty working days of receipt of the appeal. The panel shall notify the employee of its decision in writing as soon as practicable, normally within five working days.

7. An agreed record of Steps 2 and 3 should be kept.
8. The matter is to end at probation board level except where an important issue of principle arises which could be considered through national conciliation. In such a case, the matter may be referred within twenty working days to the Joint Secretaries of the NNC, in order that they consider using their good offices to assist in resolving the issue.

\* **Appraisal:** in the absence of a specific appeals process the model grievance procedure (Step 2) can be used if areas of disagreement remain following the countersignature stage of the appraisal procedure.



## MODEL DISCIPLINE AND CAPABILITY PROCEDURE

### Introduction

1. All probation boards should have: A
  - (i) disciplinary rules which set standards of conduct at work; D
  - (ii) written procedure setting out formal arrangements for handling allegations of misconduct; and A
  - (iii) arrangements for dealing with matters of capability. A
2. It is recommended that joint discussions take place at local level with the recognised trade unions with a view to reviewing existing disciplinary procedures and, where appropriate, reaching agreement on implementation of the model discipline and capability procedure.
3. The model disciplinary procedure set out below has been drawn up having regard to the principles and standards contained in the ACAS Code of Practice on Disciplinary Practice and Procedures in Employment. Specific arrangements for dealing with capability issues other than in cases of incapability arising out of ill-health are set out in Paragraphs 36-44 below. T
4. It is important to distinguish those issues that arise because of misconduct and those that arise from capability. An employee who wilfully refuses to perform her or his duties to a satisfactory standard is committing an act of misconduct. In such cases use of the model disciplinary process is appropriate. However, where an employee's inadequate performance is thought to arise from genuine incapability, use of the model capability process is appropriate.
5. These procedures relate to all employees of the probation service, other than those on chief officer grades who are covered by separate arrangements. They are designed to encourage improvement in individual conduct and maintain acceptable standards of performance. The aim should be to ensure consistent and fair treatment for all. T

6. P  
probation boards should ensure that all employees are aware of the disciplinary rules and procedures that apply, including those offences which would be regarded as gross misconduct. Employees should also be aware to whom they can appeal if they are dissatisfied with any disciplinary decision.

7. I  
In accordance with the principles of natural justice, employees are entitled to know the nature of the allegations made against them and to have the opportunity to state their case. The disciplinary and capability processes should be carried out in good faith. Employees are entitled to be

accompanied by a representative of a trade union or workplace colleague through both processes.

8. D  
Detailed advice about dealing with disciplinary issues is contained in the ACAS Advisory Handbook Discipline at Work and the ACAS self help guide to producing disciplinary and grievance procedures.

### **Model Discipline Procedure**

9. T  
The model discipline procedure is set out below:

(a) P  
**Purpose of the procedure**

Where the use of this procedure becomes necessary, its purpose is to encourage improvement in individual conduct and performance. The procedure sets out the action which should be taken when probation board rules are breached. The arrangements for dealing with capability issues are set out in Paragraphs 36-44 below.

The procedure is not viewed primarily as a means of imposing sanctions, but is intended to emphasise and encourage improvements in the conduct of employees. The aim is to ensure consistent and fair treatment for all employees.

The procedure applies to all employees of the probation board other than those on chief officer grades.

(b) I  
**Informal Discussions**

Before taking any formal disciplinary action, a supervisor/manager should make every effort to resolve the matter by informal discussions with the employee. Only



where this fails to bring about the desired improvement should the formal disciplinary procedure be implemented.

(c)

P

## Principles

The procedure is designed to establish the facts quickly and to deal consistently with disciplinary issues. No disciplinary action should be taken until the matter has been fully investigated by an appropriate manager. Where the employee is an officer of a recognised trade union, no action should be taken until a full-time official of that union has been notified.

Alleged breaches of discipline which cannot be dealt with under 2 (b) above should be referred to the chief officer or her/his nominee as soon as possible. The employee may be suspended on full pay where this would facilitate the investigation. A suspension should not be regarded as a form of disciplinary action and should be for as short a period as possible.

10.

A

At every stage, including the investigation stage, the employee should be advised in writing of the nature of the disciplinary complaint and the name of the manager dealing with it. The employee should be given the opportunity to state her/his case and may, if they so wish, be accompanied by a representative of a trade union or a workplace colleague.

11.

T

The employee should be given adequate notice of a disciplinary hearing/appeal, normally no less than 10 working days.

12.

F

Following a formal disciplinary hearing/appeal, the employee should be advised in writing of the outcome, normally within 5 working days.

13.

A

An employee should not be dismissed for a first breach of discipline except in the case of gross misconduct.

14.

A

An employee should have a right to appeal against any formal disciplinary action taken.

15.

T

The procedure may be implemented at any stage if the alleged misconduct warrants such action. The misconduct may arise as a result of a sequence of minor offences or a single incident of a more serious nature. Any disciplinary action should be reasonable in relation to the breach of discipline and all the circumstances surrounding it.

16. A  
note of a warning should be kept on the employee's file for the period of its duration. Spent disciplinary warnings will normally be disregarded. The duration of disciplinary warnings may also be reviewed during the currency of the warning where improvements in conduct can be demonstrated.

### **The Procedure**

17. A  
All allegations of breaches of discipline should be investigated as promptly as possible, normally within 20 working days. The investigation should offer the employee the opportunity to make her/his views known. Whilst the facts may be known, the employee concerned must have the right to respond before a decision is made about any further steps to be taken. Notes of guidance on conducting investigations are set out in Annex A to this procedure.

18. R  
Recommended ground rules to be followed in respect of disciplinary hearings are set out in Annex B.

### **Formal Verbal Warning**

19. If  
, despite informal discussions, conduct does not meet acceptable standards, the employee should be given a formal verbal warning by the supervisor/manager. The employee should be advised:

- o  
f the reason for the warning;
- t  
hat this warning is the first stage of the disciplinary procedure;
- t  
hat there is a right of appeal.

20. A  
A brief note of the warning should be kept but it should lapse after 6 months subject to satisfactory conduct.

### **Written Warning**

21. If  
there is further misconduct, or if the misconduct is more serious, a written warning should be given. This should state the reason for the warning and note that the warning will normally lapse after 12 months, subject to satisfactory conduct.

### **Final Written Warning**

22. If  
there is further misconduct, or if the initial misconduct is sufficiently serious, then a

final written warning should be given making it clear that any recurrence or other serious misconduct will normally result in dismissal. The final written warning should normally lapse after a period of 12 months, subject to satisfactory conduct.

## Dismissal

23. If further serious misconduct occurs, the employee should normally be dismissed.

24. A Alternatives to dismissal could include deduction of increments for a specified period, transfer to other duties permanently or temporarily, or demotion.

25. O Only the chief officer (or designated senior manager) should take the decision to dismiss, except that decisions on dismissal in the case of probation officers may only be taken by a panel of the probation board. The employee should be provided, normally within 5 working days, with written reasons for dismissal, the date on which employment will terminate and information relating to the right of appeal.

## Gross Misconduct

26. I In cases of gross misconduct, the procedure of a sequence of warnings will not normally be appropriate.

27. W While the alleged gross misconduct is being investigated, consideration should be given to suspension on full pay. Such suspension should not be used as a form of disciplinary action and should be for as short a period as possible. The suspension should be reviewed regularly to consider whether it remains appropriate and the employee kept informed.

28. If , following the disciplinary hearing, the employee is found to have committed gross misconduct, the normal consequence should be dismissal.

## Appeals

29. A An employee has a right of appeal against any formal disciplinary finding and sanction. Recommended ground rules to be followed in respect of appeals are set out in Annex B.

30. E Employees should exercise their right of appeal by writing within 5 working days of the receipt of the disciplinary decision to a named person, specifying the grounds of the appeal.

31. T  
The appeal hearing should normally take place within 20 working days of the receipt of the appeal request. If necessary, the panel hearing may be delayed by up to a further 10 days to facilitate the attendance of the ACAS independent advisor.

32. A  
An appeal against any decision other than dismissal should be heard by a higher level manager. In no circumstances should the appeal be heard by the manager who took the initial disciplinary decision.

33. S  
Should the initial decision have been taken by the chief officer, an appeal should be heard by a panel of members of the probation board. Should the initial decision have been taken by a panel of members of the probation board, the appeal should be heard by a panel of members of the probation board who have not previously been involved in the matter.

34. A  
At an appeal hearing against dismissal, a person selected from the Advisory, Conciliation and Arbitration Service list of arbitrators/mediators should be invited to attend to act as an independent advisor in accordance with the protocol set out in Paragraph 35 below.

### **Model Discipline Procedure – Protocol for Appeals Against Dismissal**

35. T  
The model NNC Discipline Procedure provides that at an appeal hearing against dismissal, a person selected from the ACAS list of arbitrators/mediators should be invited to attend to act as an independent advisor. This protocol sets out the practical arrangements for this provision:

- A  
A list of names and addresses of independent advisors taken from the ACAS chair list of mediators/arbitrators will be circulated to probation boards. The list will be reviewed annually in conjunction with ACAS. A copy of the current list is held by the Joint Secretaries.

- W  
When a board is setting up an appeal hearing against dismissal, the probation board will invite a person from the list to attend.

- B  
Background papers relevant to the appeal hearing should be sent to the independent advisor at the same time as the papers are circulated to the members of the appeal panel.

- T  
The person will attend as an independent advisor to assist the appeal panel as appropriate. The primary role of the independent advisor should be that of

custodian of best practice, although they may also provide advice on other matters as appropriate. The appeal panel will be expected to note and consider carefully the advice.

- T  
The probation board will be responsible for meeting the financial costs of the attendance of the independent advisor.

## Model Capability Procedure

36. A  
The model capability procedure is set out below. It should be applied in accordance with the general principles set out under the model discipline procedure:

37. A  
Attention should be drawn informally through the normal supervisory process to the ways in which the employee's performance is deficient, with an opportunity for the employee to explain her/his views in reply.

38. A  
Note of this will be made identifying expectations of standards to be reached, areas of improvement required and timescales.

39. A  
Any necessary additional training and support should be provided, if this has not already been arranged.

40. D  
Direct supervision should be provided by an experienced, competent supervisory employee, over and above the normal level of supervision.

41. If  
If, after the above steps, the standard of performance is still inadequate, the employee should be formally cautioned, orally and confirmed in writing, that failure to improve to the required standard could lead to dismissal. The written caution should set out in detail the ways and the timescales in which the employee's performance must improve.

42. If  
If, after a reasonable time and, having reviewed the employee's performance, it has not improved despite training and supervision, consideration should be given to a transfer, if that would assist, or an offer of suitable alternative employment, where available. This need not necessarily be of equivalent grading, particularly in the case of an unsatisfactorily promoted employee.

43. If  
If, despite all the measures above, the employee's performance is still unsatisfactory, consideration should be given to dismissal.

44.

I

n cases of dismissal, the provisions in respect of dismissals and appeals set out under the model discipline procedure apply.

## Annex A

### NOTES OF GUIDANCE ON CONDUCTING INVESTIGATIONS

1. A  
Allegations of breaches of discipline relating to incidents more than 6 months old will not normally be considered.
2. C  
Complaints made by members of the public will be dealt with under separate local arrangements.
3. I  
Investigations of breaches of discipline should be investigated as promptly as possible, normally within 20 working days. The investigation should offer the employee the opportunity to make her/his views known. Whilst the facts may be known, the employee concerned should have the right to respond before a decision is made about any further steps to be taken.
4. T  
The manager to whom the allegation has been referred should advise the employee in writing normally within 5 working days of the exact allegation and the name of the appropriate senior employee who has been designated to carry out the investigation. The purpose of the investigation is to determine whether a disciplinary hearing is necessary. Its relevance to the disciplinary process should be explained and a copy of the committee's disciplinary procedure given as an attachment.
5. W  
Where there are witnesses, signed and dated statements should be obtained from them at the earliest opportunity.
6. T  
The employee is not required to answer the allegations in advance of a disciplinary hearing. However, should the investigating officer wish to interview the employee, the employee should have a right to be accompanied by a representative of a recognised trade union or a workplace colleague.
7. T  
The purpose of this interview should be to obtain the employee's version of the facts and to allow the employee to make any comments/explanation about the allegation that he/she wishes to give.
8. T  
The employee may submit a written statement to the investigation and produce

her/his own witnesses. Whether or not the employee chooses to make a statement, s/he should be advised that a formal disciplinary hearing may be recommended.

9. I  
In the course of the investigation it may be decided that there is no case to be heard. In these circumstances the employee should be informed in writing of this decision and that no further action will be taken.

10. T  
The outcome of an investigation should be notified in writing to the employee and, if it has been decided to hold a disciplinary hearing, sufficient details should be given to the employee to enable a response to be prepared.

## **RECOMMENDED PROCEDURE AT DISCIPLINARY HEARINGS AND APPEALS**

1. This procedure sets out the recommended ground rules to be followed in respect of disciplinary hearing and appeals.

### **General**

2. With the convening notice of the meeting at which the disciplinary hearing/appeal is to take place, the employee should be supplied with copies of any papers which are to be produced at the meetings and which should state fully the nature of the complaint.

3. The employee should supply, normally at least 5 working days prior to the meeting, copies of any documents which s/he intends to produce.

4. Disciplinary hearings and appeals should normally be conducted by an appropriate senior manager except in dismissal cases involving probation officers.

5. If any new evidence is to be admitted at the appeal stage, it should (i) consist of information not available at the initial hearing and (ii) have a direct bearing on the appeal. Details of the earlier proceedings should be available to members.

### **Disciplinary Hearings**

6. The manager/probation board member chairing the disciplinary hearing should:

- introduce those present to the employee and explain why they are there;
- explain that the purpose of the hearing is to consider whether disciplinary action should be taken in accordance with the board's disciplinary procedure;
- explain how the hearing will be conducted.

7. The management representative, who should usually be the employee's supervisor or the officer who has undertaken any investigation, should normally present the circumstances of the case as supported by any documentary evidence or witness.

8. The employee and/or representative may ask questions of the management representative and witnesses.

9. The employee and/or representative should present her/his case as supported by any documentary evidence and/or witnesses.

10. The management representative may ask questions of the employee and her/his representative and/or witnesses.



11. The manager/probation board members hearing the allegation may ask questions of both parties and/or witnesses following their respective presentations, or at any time, on points of clarification.

12. Management and the employee and her/his representative respectively, in that order, should have the opportunity to sum up.

13. The parties may then be asked to withdraw whilst the manager/probation board members conducting the hearing, together with the Secretary, consider the matter.

14. If it is necessary to clarify any points of uncertainty whilst the parties are withdrawn, both parties should return although only one may be concerned with the point giving rise to doubt.

15. The manager/probation board member conducting the hearing should give her/his decision and reasons to both parties regarding the findings and any disciplinary action which is to follow as soon as possible after the hearing. This should be confirmed in writing within five working days.

16. A note to be agreed between the parties should be kept of the disciplinary hearing proceedings.

### **Appeal Hearings**

17. The manager/probation board member chairing the appeal hearing should:

- introduce those present to the employee; and
- explain the purpose of the appeal hearing and what powers the appeal panel has.

18. The employee should state why s/he is appealing against the disciplinary penalty, as supported by any documentary evidence or witnesses.

19. The management representative, who should normally be the manager who conducted the disciplinary hearing, may ask questions of the employee and/or the representative and witnesses.

20. The management representative should make a response to the grounds of the appeal as supported by any documentary evidence or witnesses.

21. The employee and/or representatives may ask questions of the management representative and witnesses.

22. The manager/probation board members hearing the appeal may ask questions of both parties and witnesses following their respective presentations, or at any time, on points of clarification.

23. The management representative and the employee and/or representative respectively have the opportunity to sum up.

24. The parties may then be asked to withdraw whilst the manager/probation board members hearing the appeal, together with the independent advisor and Secretary, consider the matter.

25. If it is necessary to clarify any points of uncertainty whilst the parties are withdrawn, both parties should return although only one may be concerned with the point giving rise to doubt.

26. The manager/probation board members hearing the appeal should announce the decision whether the appeal has been upheld or dismissed to both parties as soon as possible following the hearing and the decision should be confirmed in writing within five working days.

27. A note, to be agreed between the parties, should be kept of the appeal hearing proceedings.





## Section B7

### **MODEL GOOD ATTENDANCE AND SICKNESS ABSENCE MANAGEMENT POLICY STATEMENT**

1. The ( ) Board/Trust has a clear responsibility for the efficient and effective delivery of its services. A high level of attendance at work is crucial to enable it to meet its aims and objectives and reflects shared interests in contributing to the effective performance of the organisation. High sickness absence rates, on the other hand, involve costs for the service in terms of sick pay, covering for absent colleagues, lower standards or disruption to its work and can adversely affect morale. The ( ) Board/Trust is consequently eager to ensure that sickness absence is effectively managed.
2. To meet its responsibilities the ( ) Board/Trust will:
  - involve all levels of management in managing sickness absence with the objective of achieving maximum attendance levels and enhanced performance;
  - deal with sickness absences fairly and with understanding and provide appropriate support through managers, HR and occupational health facilities;
  - ensure that clear reporting and recording procedures are in place;
  - maintain accurate records of absences attributable to illness or injury;
  - regularly monitor trends, patterns and reasons for absence on a local and NPS-wide basis;
  - provide staff with a safe and secure working environment;
  - treat all matters relating to ill-health, disability and injury confidentially;
  - Will ensure that disability equality is included in attendance management training including awareness of the DDA and the duty to consider reasonable adjustments;
  - Will record disability related absence and sickness absence separately;
  - ensure that comprehensive guidelines on absence management are produced and reviewed periodically.
- 3 In return each employee is expected to:

- attend regularly for work when fit to do so;
  - make themselves fully conversant with and comply with reporting procedures including maintaining contact, completing and submitting the relevant forms and certificates and obtaining medical advice and treatment if appropriate to facilitate an early return to work;
  - contribute to Return to Work Interviews with their line manager;
  - take reasonable care of the health, safety and welfare of themselves and others at work;
  - not engage in an activity which may delay recovery and a return to work.
4. The ( ) Board's/Trust's approach in cases of sickness absence will always be one of support and understanding. Wherever possible, assistance will be given to help ill employees regain full health with Occupational Health Service (OHS) support as appropriate. Assistance will be offered as appropriate to disabled employees including the legal duty to provide reasonable adjustments as appropriate on a case-by-case basis.
5. Managers will keep up to date on progress during absence, arrange home visits where appropriate and support rehabilitation programmes which may be recommended by medical professionals. Where all possible practical alternative options have been explored, termination of service on the grounds of ill health or incapacity will be considered.
6. Unacceptable levels of absence can be tackled by management action and the promotion of good staff morale. However, where problems occur, particularly when they are caused by casual or frequent short-term absences these absences need to be reviewed and managed.
7. Line managers can and should take action to improve the situation.  
A continuous and co-ordinated effort is necessary whereby line managers should:
- recognise and acknowledge good attendance and improvements when they occur;
  - take appropriate action in dealing with those who abuse the system;

- show fairness and understanding when considering cases and considering whether disability, compassionate or unpaid leave might be appropriate.

8. Employees will want to see understanding shown to those who need to be absent and appropriate action taken against those who abuse the system at the expense of colleagues. The development and operation of sound, fair and

Probation NNC Legacy version as at 31 May 2014

consistent procedures is essential, within which the role of line managers not only in managing sickness absence but also in creating a positive working environment is key.

9. All employees involved in the process of sickness absence management have a responsibility to maintain the confidentiality of such information.
10. A copy of this policy statement will be made available to all employees.





## **Section B8**

### **MODEL HARASSMENT POLICY / PROCEDURE**

#### **Introduction**

1. The . . . . . Probation Board recognises the duties and responsibilities it has as an employer to provide work environments free from any form of harassment, bullying and unjustifiable discrimination. Apart from those duties of care arising under health and safety legislation and responsibilities arising from anti-discriminatory legislation and case law, the probation board's Equal Opportunities Policy (and Code of Conduct) underpins its commitment to eradicate any form of unfair or unjustifiable treatment of an individual or group of people in the workplace. Behaviour which results in an employee feeling demeaned, threatened, intimidated or bullied by another person is not acceptable. Complaints of harassment, bullying or discrimination will be taken very seriously and sympathetically and will be responded to promptly in accordance with the policy, principles and procedures set out below.
2. This Policy/Procedure deals with the harassment of employees by other employees, employees of contractors/partnership organisation or probation board members.
3. All employees and the probation board have a responsibility for making this policy work.

#### **Harassment**

##### **Definition**

4. Although there is no statutory definition of harassment, it can be defined as conduct which undermines the dignity of people at work. It is behaviour which one person imposes upon another which is unwanted and affects the dignity of the recipient. It is for each individual to determine what behaviour is acceptable to him/her and what he/she regards as offensive.
5. Harassment can take many forms, and occur on a variety of grounds. It can include physical, verbal and non-verbal harassment. It may be directed at an individual or group of individuals. It is not the intention of the perpetrator, but the deed itself and the impact on the recipient which determines what constitutes harassment. Actions should be judged in terms of whether a reasonable person would consider them to constitute harassment, regardless of the intentions of the perpetrator. All complaints of harassment should be treated seriously.

6. A single or repeated action, whether verbal or physical, towards an employee or group of employees can amount to harassment. Such actions would constitute less favourable treatment by creating a hostile environment likely to affect the work and well-being of employees. It can include institutional

oppression where structures or groups collude to oppress an individual or individuals. It can also include bullying by an individual. Serious cases of harassment and bullying may contravene the Human Rights Act which came into force in October 2000.

### **Racial Harassment**

7. Under the Race Relations Act 1976 racial harassment at work can, in certain circumstances, amount or give rise to unlawful discrimination under the Act, principally where:

- a manager racially harasses a subordinate;
- an employee fails to take appropriate action to prevent reasonably foreseeable racial harassment, or to protect an employee from it or to address a complaint of it, where the alleged harasser is an employee;
- similarly, where the alleged harasser is an offender, client, customer or other third party.

8. The Race Relations (Amendment) Act 2000 outlaws race discrimination (whether direct, indirect or victimisation) in all public authority functions and, as such, will have direct implications for probation boards. The Act also places a positive duty on public authorities to promote race equality. Probation Circular, PC11/2001 provides guidance on the Act.

9. Racial harassment can also, in certain circumstances, constitute criminal offences e.g. under the Public Order Act 1986, and the Protection of Harassment Act 1997.

### **Sexual Harassment**

10. This form of harassment is unlawful under the provisions of the Sex Discrimination Act 1975. It was defined in the European Commission Code of 1991 as “unwelcome conduct of a sexual nature, or other conduct based on sex, affecting the dignity of women and men at work.” This can include unwelcome physical, verbal or non-verbal conduct. It commonly refers to unwelcome advances or requests for sexual favours, often linked to promises or threats about employment prospects.

### **Other forms of harassment**

11. Employees can be subject to harassment on a variety of grounds, including:

- Sexual orientation
  - Religious or political convictions
  - Social Class
  - Victimisation (unfair treatment of an individual who challenges unacceptable behaviour)
  - Membership, or non-membership, of a trade union
  - Disability, sensory impairment or learning difficulty
  - Age
  - Real or suspected infection with AIDS/HIV or other medical condition
12. The above list is not exhaustive. Any person or group perceived as different, may be subjected to harassment. Thus, health, physical characteristics, personal beliefs and other factors may lead to harassment, which can occur between people of the same sex or the opposite sex.
13. The probation board acknowledges that individuals who could be subject to more than one form of harassment are particularly vulnerable.

#### **What constitutes harassment**

14. Harassment can range from extreme forms such as violence and bullying, to less obvious actions like deliberately excluding a colleague from conversation or activities. Whatever the form of harassment, it is behaviour which is unwelcome and unpleasant and can have a long lasting impact on those involved.
15. Extreme forms of harassment, such as sexual or racial assault, which are offences under the criminal law, are clearly recognisable. Other forms of harassment may include:
- physical contact ranging from touching to serious assault;
  - verbal and written harassment through unwelcome jokes, offensive language, gossip, slander, letters, comments about differences, real or perceived;
  - visual display of posters, graffiti, obscene gestures, flags and emblems;
  - isolation or non-co-operation at work, exclusion from social activities;
  - coercion ranging from pressure for sexual favours to pressure to participate in political/religious groups;
  - intrusion by pestering, spying, following;
  - insulting or harassing colleagues via messages or graphics on electronic mail systems;
  - unreasonable work demands linked to an individual's social identity;
  - mimicking people with disabilities; and
  - challenging differences.

16. This list is not exhaustive but gives some examples of the range of behaviour that is harassment. Although harassment may be overt, it can also appear in far more subtle guises. In some cases, it can consist of thoughtless acts on the perpetrator's part. Further guidance to assist in identifying what types of behaviour may constitute the different forms of harassment is set out Attachment A.

### **The effects of harassment**

17. Harassment, whether intentional or otherwise, does have a direct effect on the individual concerned.
18. The effects of harassment may include deterioration of physical/mental health and work performance. Harassment undermines the confidence of the person. It can cause embarrassment, anger, anxiety, fear, guilt and stress and make going to work difficult. It may put strains on personal and family life. It can lead to illness, increased absenteeism, an apparent lack of commitment, poor performance and even resignation. All these have a direct impact on organisational effectiveness.

### **Bullying**

19. Bullying can be defined as the abuse of power leading to offensive, intimidating, malicious, insulting, degrading or humiliating behaviour. However, bullying can also take place amongst colleagues at the same or different levels.

### **Probation Board / Manager / Employee Responsibility**

#### **Probation Board's Responsibility**

20. The probation board recognises its role as a good employer to provide a safe working environment conducive to the delivery of high quality service to the community. Harassment and workplace bullying can lead to poor performance, high levels of absence and, in extreme circumstances, claims of constructive dismissal or unlawful discrimination and civil claims. It is, therefore, the responsibility of local probation boards to ensure that managers and staff are aware (through staff training or other material) of the issues and effects of harassment, and to ensure that effective practices and policies are put in place locally to tackle and prevent it.

#### **Manager's Responsibility**

21. Managers, including supervisors, have a duty to ensure that unfair treatment does not occur in work areas for which they are responsible, by:
  - engendering a team ethos and an appropriate working environment;

- challenging inappropriate behaviour;
- responding to, and supporting, any employee complaining about unfair treatment;
- providing full and clear advice on the procedure to be followed; and
- ensuring that no repetition or victimisation occurs after a complaint has been resolved.

22. If there is clear evidence that a manager has not taken the necessary action to deal with a legitimate complaint he/she may be subject to disciplinary action, capability procedure and claims from the employee that they have caused constructive dismissal.

### **Employees' Responsibility**

23. Every employee has a responsibility for her/his own behaviour ensuring appropriate standards of conduct for themselves and for others. Employees should:

- be sensitive to the potential impact of their own behaviour on colleagues;
- encourage colleagues to respect each other;
- report any incidents observed which cause concern to an appropriate manager;
- make it clear to colleagues that they find such behaviour unacceptable;
- support colleagues who suffer such treatment.

### **The procedure for dealing with complaints**

#### **Principles**

24. Timescales

When a complaint has been made, it should be investigated thoroughly, and as quickly as possible – ensuring that the rights of the alleged perpetrator are protected as well as those of the complainant. The formal and informal procedures set out below provide a clear timescale for the resolution of complaints.

25. Any complaint of harassment should be made within twenty working days of the first or most recent event, unless there are clear exceptional circumstances why this is not possible. There may be occasions where an individual might want to complain about a number of small incidents which have occurred over a period of time and only feel in a position to complain some months later.

26. Recording

If an employee feels he/she has been harassed, he/she should write down what happened as soon as possible after the event and continue to maintain a log of subsequent incidents. A note should be made of any witnesses to the harassment.

## 27. Confidentiality

It is essential for both the complainant and the alleged harasser that all stages of the Harassment Procedure and thereafter are handled in strict confidence. Even when the investigation is complete, line managers and others involved in the complaint should continue to respect the sensitivity of the process.

## Formal and Informal Procedures

28. All complaints are to be treated seriously. The procedure provides an informal and a formal route for resolving complaints but, even when a complaint is dealt with informally (and this should be the preferred way if possible), it is still being addressed under the procedure.
29. Many complaints of harassment will be able to be dealt with internally, and informally, and staff should seek line manager's advice if in any doubt. The probation board recognises that recipients of harassment may be reluctant to report such behaviours. Mediation may be used as part of the informal process in order to resolve matters in a manner that is satisfactory to all parties.
30. However, the informal approach should not be used to discourage an employee from recourse to using the formal procedure either when they prefer that option or when an instance of harassment could be of such a serious nature that the complaint would warrant formal action. Formal procedures should also be used where a previous attempt at informal resolution has proved unsuccessful. The seriousness of some form of harassment will mean that a formal complaint is necessary; managers and staff should judge this against circumstances of each individual case.

## Police Involvement / Disciplinary Action

31. Serious allegations of harassment may require a reference to the police and/or immediate formal disciplinary action on the part of the employer. Where an individual(s) is/are suspended as part of a formal procedure, such suspension does not presume guilt or innocence and should be on normal pay.

## Informal Procedure

32. Employees may wish to talk about a problem informally and in confidence, for example, this might be with a personnel manager or an equal opportunities advisor, or some other person who is given this specific responsibility and who has been trained. It is the responsibility of local probation boards and

management to identify the appropriate contacts and publicise their names around the organisation.

33. In many cases of harassment the recipient may wish to raise the problem informally with the alleged perpetrator pointing out that their conduct is unwelcome, offensive or interfering with their work. Informal discussions with a trained counsellor provided by the probation board can be invaluable in helping to pinpoint the problem.
34. The employee who finds it difficult or embarrassing to raise the problem directly with the person creating the problem may wish to seek the support of their line manager/direct supervisor, or a trade union representative or another person. Where the complaint is about an employee's direct supervisor, the complaint may be raised with a more senior member of management. The manager will meet the alleged perpetrator and may arrange a meeting of that individual with the complainant, if the individual and the complainant wish, at which both parties may be accompanied by a trade union representative or another person.
35. The purpose of the meeting is to resolve matters informally. A record of the conversation should be kept. The manager may seek the advice of the Personnel/HR Department to assist in resolving matters.
36. As part of the informal procedure, the services of a counsellor/external mediator may be engaged by the probation board.
37. Wherever possible, a counsellor should be from the same ethnic background, sex, sexual orientation, as the complainant.
38. The informal procedure should normally be completed within 10 working days. Where this is not possible, relevant parties should be informed of the likely timescale.

## **Formal Procedure**

39. The formal procedure will be necessary in those instances where the informal route has proved ineffective or where the allegation of harassment is of such a serious nature that it is necessary to invoke the formal procedure from the outset. The individual who is claiming harassment has the right to proceed straight to the formal procedure if they wish.
40. For most allegations of harassment, the individual who is claiming harassment should make a formal complaint in writing to their line manager who will inform the Chief Officer or designated senior manager. However, in cases where the line manager is the alleged perpetrator of the harassment, the aggrieved should raise the allegation with the line manager's line manager who will report the matter to the Chief Officer or designated senior manager. If the allegation is made against the Chief Officer, the issue should be referred to the probation board Chair. The Chief Officer or designated senior manager or

probation board Chair will identify an appropriate person to carry out an investigation. This will normally be a relevant senior manager unless they have been previously involved with the case, in which case another manager will be selected, possibly the personnel manager. It will be important for this investigating officer to be properly trained.

## **Investigation**

41. The investigating officer should ensure that full information about the alleged harassment is provided in writing by the subject of the harassment, where possible stating the following:
  - name of the alleged harasser;
  - nature of the harassment;
  - date and time when the harassment took place;
  - names/statements of any witnesses;
  - any action already taken to stop the harassment.
42. The complaint should be acknowledged as soon as possible (e.g. within 3 days), and the harasser given written notification, including full details, of it at the same time.
43. The investigating officer should commence an investigation into the alleged harassment within (e.g. no more than) 5 working days of the complaint being lodged. The investigation should aim to be completed normally within 20 working days. Where this is not possible, both the alleged harasser and the complainant should be informed of the reason for the delay and the likely timescale.
44. The investigating officer will normally meet both parties and any relevant witnesses individually in the first instance. The investigating officer should permit both parties to be represented and accompanied during the investigation in order to provide support to the parties.
45. The investigating officer should endeavour to base the investigation on objectivity rather than preconceptions.
46. All parties and witnesses should be afforded and maintain strict confidentiality.
47. Arrangements will be made for the protection of the complainant and the alleged harasser, if requested, whilst the investigation is in train. Both parties must not be victimised in any way, either while the matter is being investigated or at any time afterwards.

## **Disciplinary Action**

48. The investigating officer will prepare a report for the Chief Officer or designated senior manager who will decide appropriate action. The



complainant should receive a decision, in writing, from management as soon as the investigation is complete.

49. If there is evidence that harassment has taken place, and the Chief Officer or designated senior manager judges that disciplinary action is appropriate, the Chief Officer or designated senior manager will appoint an appropriate manager to conduct a disciplinary hearing under the probation board's disciplinary procedure. This will be a manager other than the investigating officer at senior manager level. The complaint should be heard as quickly as possible.
50. The disciplinary panel members should be fully trained in handling complaints of harassment.
51. If the matter has been fully investigated under the Harassment Procedure, it will not be necessary to conduct an investigation under the disciplinary procedure. The perpetrator may receive a formal oral warning, a written warning, a final written warning or dismissal, and will have the right to representation and appeal as specified in the disciplinary procedure. Such action may also include the reassignment of the perpetrator.
52. Where the Chief Officer or designated senior manager judges that harassment has occurred, but formal disciplinary action is not warranted, other action such as guidance, counselling, training or voluntary transfer without invoking the disciplinary procedure may be recommended.
53. Where the disciplinary action taken against the perpetrator is anything other than dismissal, it may be necessary to relocate or transfer one party to an alternative work location. It is the harasser who should be moved, transferred or suspended, not the person who has been harassed. However, the complainant should be given a prior choice as to whether they wish to be transferred instead, including instances where the perpetrator is the complainant's line manager. Where a transfer occurs, it should not lead to any disadvantage for the complainant. Where neither party wishes to transfer, the manager may compulsorily transfer the harasser where this is judged appropriate.

### **Further Harassment**

54. Every effort should be made to prevent further harassment.

### **Transfer**

55. If a complaint is not upheld, consideration may still be given, where practicable, to the voluntary transfer of one of the employees concerned, rather than requiring them to continue to work together against the wishes of either party. In those cases, the person against whom the complaint was lodged should be given first choice as to whether they want to be transferred.

## **Links to grievance / complaints procedure**

56. The link with the probation board's grievance procedure is where either the complainant or harasser believes that the procedures have been breached. It would not normally be appropriate for a grievance to be brought by either party until the Harassment Procedure is complete.
57. The Board's separate Complaints Procedure is reserved for members of the public and service users and does not apply to members of staff.

## **Counselling**

58. It may be appropriate, depending on the circumstances of the situation, that arrangements are made for counselling for the complainant.

## **Training**

59. Training is an important part of ensuring that harassment and bullying policies are understood and maintained. Accordingly, training in diversity and harassment issues should be provided for all staff and managers.

## **Monitoring and review**

60. The probation board should examine records of all complaints of harassment and how they are resolved, for example quarterly or half yearly, to ensure that the policy and procedures are working.
61. Following completion of the process of investigation, there is an expectation that there will be no continuation of the harassment and that there is no victimisation. Victimisation may itself take a wide range of forms, and could be directed at either the complainant or alleged perpetrator.
62. A designated senior manager should continue to monitor the situation subsequent to resolution of each instance of harassment or alleged harassment. The monitoring should cover:
  - How many complaints have been made in a year.
  - How many were resolved informally.
  - How many were investigated formally.
  - How long each investigation took.
  - What the outcomes were.
63. A confidential record of formal harassment complaints and investigations should be kept by the Personnel/Human Resources Department, including the names of parties, dates, nature and frequency of incidents, action taken, follow-up and monitoring by race and gender.

64. It is important to monitor the pattern of complaints and outcomes. This information should be used to evaluate the policy and procedures at regular intervals.
65. Probation boards should publish figures and analysis of all complaints of harassment and how they were dealt with in the annual report; individuals though must not be identifiable.

### **Communication of policy**

66. The policy should be communicated to all staff, contractors and partnership agencies. Specific methods include posters, regular reinforcement in staff circulars and periodic articles in staff newsletters.
67. It is the responsibility of managers to ensure that all employees, contractors and partnership agencies are made aware of the policy and that it is followed, and that adequate training is provided.

### **Other agencies**

68. The probation board's Harassment Policy / Procedure should be brought to the attention of contractors, partnership agencies, and the courts.



## **Attachment to NNC model Harassment Policy**

### **GUIDANCE – DIFFERENT FORMS OF HARASSMENT**

Harassment is generally defined as behaviour one person imposes upon another which is unwanted and which the recipient finds offensive. However, to assist in identifying what types of behaviour may constitute the different forms of harassment, the following paragraphs are indicative.

#### **1. Sexual harassment**

- (a) The European Community Council Directive defines sexual harassment as follows:

“Sexual harassment means unwanted conduct of a sexual nature, or other conduct based on sex affecting the dignity of women and men at work. This can include unwelcome physical, verbal or non-verbal conduct”.

- (b) Sexual harassment can include the following:

- unwelcome sexual advances whether of a verbal or physical nature up to and including demands of sexual favours;
- unnecessary touching, patting, pinching or brushing against an employee's body;
- the worsening of working conditions after the refusal of sexual advances;
- isolation, non co-operation at work, or exclusion from workplace activities;
- personal body space. It is important to recognise that close proximity which falls short of actual physical touch can also be unwelcome or uncomfortable;
- verbal and written harassment through jokes, offensive language, gossip, slanders, letters and e-mail messages;
- visual display of posters, graffiti, obscure gestures and emblems;
- comments about the ability at work of one or other gender.

- (c) Sexual harassment is about power of one individual over another, it is not necessarily about sex. Sexual harassment may have nothing in common with a personal relationship because it usually has its basis in the demonstration of power rather than affection. The key criterion is that the behaviour is unwelcome.

#### **2. Racial harassment**

- (a) Racial harassment can be defined as unwanted conduct of a racially offensive and/or discriminatory nature where a person is treated less favourably than another based on racial group, colour, ethnicity or culture which is offensive to the dignity of a recipient. This can include physical, verbal and non-verbal conduct.
- (b) Racial harassment may constitute race discrimination within the meaning of the Race Relations Act 1976. The probation board may be liable for what their employees do, whether or not the employer knows of those actions. Whilst much of what has been previously stated about sexual harassment applies, there is the additional offence of inducing or instructing another to discriminate.
- (c) Racial harassment can include the following:
  - racist language or abuse directed both towards and within the hearing of a member of staff;
  - racist 'jokes' which would include jokes made about any group e.g. Polish, Canadian, Irish and Jewish people as well as people from other racial/ethnic groups;
  - racial stereotyping within the workplace which results in employment opportunities not being afforded to that individual;
  - an offensive manner in communication which is not used with other employees from other ethnic groups;
  - isolation, non co-operation at work, or exclusion from workplace talk or activities;
  - the judging of an employee's work performance by a manager more harshly than similar performance by any other employee of other ethnic groups; this could include receiving a more negative appraisal than her/his counterpart having achieved a similar level of performance.

### **3. Harassment of disabled people**

- (a) Harassment of disabled people can be defined as any behaviour which discriminates and treats a person less favourably because of a person's disability.
- (b) The forms of harassment which disabled people are commonly subject to are as follows:
  - 'jokes' about disabled people (and this would include jokes not only in relation to those who have any form of physical impairment, but those whose disability takes the form of any kind of sensory impairment or learning difficulty);
  - unwanted or patronising comments which draw attention to the employee's impairment;
  - unwanted or patronising comments which draw attention to any employment aids or equipment they may use;

- stereotyped comments in relation to a disabled person's capabilities;
- isolation, refusal to assist or non co-operation at work, exclusion from workplace talk or activities;
- judging a disabled person on grounds more harshly than a nondisabled person's performance which is similar;
- abuse directed at the disabled person because of their disability;

#### **4. Harassment of lesbians and gay men**

- (a) Harassment of lesbians and gay men is harassment which takes place on the basis of the individual's sexual orientation which results in offence being caused to the dignity of the recipient.
- (b) Harassment of lesbians and gay men may take the form of :
- anti-lesbian and gay jokes;
  - innuendoes and teasing by colleagues because of their sexual orientation;
  - unwanted jokes and comments implying that the lesbian or gay member of staff should find a partner of the opposite sex;
  - threatening to publicise or actually publicising the fact that a colleague is lesbian or gay;
  - exclusion from the workplace talk or activities;
  - isolation or non co-operation of work.
- (c) It needs to be recognised that, because of the discrimination faced by lesbians and gay men, instances of harassment, especially sexual harassment, which occurs may be unreported by individuals due to a fear of being identified as lesbian or gay.

#### **5. Harassment of individuals on religious grounds**

- (a) Harassment of individuals on the grounds of religious beliefs constitutes unacceptable behaviour and, as such, will not be tolerated by the probation board.
- (b) Harassment on the grounds of religion may concern dress, diet, prayer and other customs associated with religious beliefs and could include:
- references made to an individual's religious beliefs in a derogatory manner;
  - an individual's religious beliefs being brought to the attention of other staff;
  - innuendoes and teasing by colleagues on the basis of an individual's religious beliefs.

#### **6. Bullying**

- (a) Bullying is a form of harassment which prevents an individual from reaching her/his full potential because of the inherent inequality of the workplace within which he/she works. Bullying is aimed at intimidating, undermining, coercing or humiliating the individual to whom it is directed. It includes actions, comments, physical contact or behaviour that is found to be objectionable by the recipient.
- (b) Bullying may take the form of:
- personal abuse either in public or private;
  - using abusive language;
  - unjustified constant criticism;
  - continually ignoring or excluding an individual; and
  - persistently setting targets with impossible to meet deadlines.
- (c) Bullying is complex and often difficult to describe by those affected by it. It is under-reported because of the perception that it is trivial or because of embarrassment the recipient of the bullying can feel.



## **Section B9**

### **MODEL PART-TIME WORK POLICY**

#### **INTRODUCTION**

1. This model policy forms part of the National Negotiating Council's Work-Life Balance programme which incorporates a range of provisions including those listed below at Paragraph 9 - Linked Work-life Balance Documents.
2. This policy supports the NPS People Management Strategy which is committed to the NPS Diversity Strategy and seeks to continually improve the performance of the organisation ensuring that the probation boards are seen as employers of choice that value and develop their people.
3. This policy has been written with a view to avoiding any adverse impact it may have on any individual by reason of their ethnic origin (in accordance with the Race Relations (amendment) Act 2000), disability, gender, sexual orientation, age, belief, marital status, caring responsibilities or chosen working pattern. It is not believed that this policy will have any such adverse impact on workers for any of these reasons. Future reviews of this policy will revisit this evaluation, and it may become subject to a full Impact Assessment examining workforce data and compliance information.
4. This policy aims to comply with the spirit as well as the letter of current employment legislation.
5. All Boards are, therefore, required to treat every request to work part-time on its own merits, and provide a valid business reason for any refusal to agree with the request.
6. The following model policy has been agreed by the NNC and in common with other NNC model policies should be the subject of discussion between Boards and recognised trade unions with a view to reaching local agreement.

#### **REVIEW**

7. This policy will be regularly reviewed by the Joint Negotiating and Consultative Committee of the \_\_\_\_\_ Probation Board and in accordance with the equal opportunities monitoring procedure.
8. This model policy will also be subject to regular review within the NNC. Any comments about this policy may be forwarded to the NNC Joint Secretaries for consideration at any time.

#### **LINKED WORK-LIFE BALANCE DOCUMENTS**

9. Flexible Working the Right to Apply – Model  
Maternity Leave and Pay  
Parental Leave Policy

Adoption Leave and Pay  
Paternity/ Maternity Support Leave and Pay  
Job Share Policy – Model  
Flexitime Scheme  
Religious Observance Policy

## **POLICY**

10. The \_\_\_\_\_ Probation Board supports and encourages the provision of opportunities for employees who wish, or are only able, to work part-time. It seeks to ensure that the contribution of such employees is seen as of equal value to that of full-time employees and that their opportunities for promotion and career development are given equal consideration. Part-time employees and other workers will be given equal benefits on a pro rata basis, in compliance with the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000. It is recognised that this requires all parties, employee, manager, Board and NPD, to take a flexible approach to working practices

All full-time posts will be regarded as suitable for part-time working unless there are operational reasons which make this impossible.

11. The \_\_\_\_\_ Probation Board will:
- Encourage and provide part-time work opportunities to employees wherever possible
  - Give proper and serious consideration to requests from employees to work part-time
  - Provide a valid business reason for refusing to agree to a request

## **SCOPE**

12. This policy applies to all employees of the \_\_\_\_\_ Probation Board who are covered by NNC arrangements.

## **DEFINITIONS**

13. 'Part-time workers' refers to anyone who works under a contract of employment whereby the individual undertakes to do or perform personally any work or services for another party who is not a client or customer of any business or profession carried on by the individual. Casual, freelance and agency workers fall within this definition but the genuinely self-employed do

not. (Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000).

‘Employees’ refers to individuals who have a contract of employment with the \_\_\_\_\_ Probation Board and excludes agency workers.

14. ‘Applicant’ refers to the individual who requests part-time work.
15. ‘Part-time work’ refers to any pattern of work which amounts to less than the normal full-time hours of work for the appropriate grade of employee.
16. This may include working patterns such as job-sharing and term-time working and may also include other patterns such as compressed hours and selfrostering where there is an overall reduction in hours.

## **TERMS AND CONDITIONS**

### **Recruitment**

17. For both external and internal recruitment and selection processes it will be assumed that part-time work is possible for the post(s) in question unless a valid business reason is objectively justified.

### **Pay and benefits**

18. Part-time employees will receive pay, benefits and allowances pro rata to their full-time equivalent (FTE) except where such benefits or allowances are essential to the post on an individual basis e.g. Essential Car User allowance.
19. For administrative purposes it is recommended that working hours and benefits are calculated on the basis of hours rather than days to take into account flexible working options.
20. Contractual sick pay, maternity, adoptive and paternity pay, annual leave, Bank and Public holiday entitlements and other benefits will be calculated pro rata to the FTE.
21. Overtime rates will only become payable after a part-time employee has worked up to the full-time hours of a comparable full-timer. Unsocial hours payments will however apply equally to full-time and part-time employees.
22. Any employee who seeks to change their working pattern after a period of maternity, parental, adoptive or paternity leave will retain their existing benefits (such as annual leave entitlement) until the date their contract is changed, which will usually be the date that they return to work. In such circumstances the employee should take her/his full entitlement to benefits before taking up part-time employment.

## **Training and Development**

23. Part-time employees will not be excluded from training and development opportunities on the grounds of their part-time status. Where possible, training will be delivered in a flexible format that can coincide with individual working patterns. Where it is not possible to change the format of training delivery, consideration will be given either to an adjustment in hours of work of the individual for the training period, with pay adjusted accordingly, or for the training period to be taken as time off in lieu (TOIL) or paid as additional work/overtime. If necessary additional dependant care costs will be reimbursed.

## **Appraisal, supervision and career development**

24. Part-time employees will be subject to the same appraisal system and management supervision as their FTEs but objectives should be modified to reflect hours worked. Part-time employees will have equal opportunities to seek promotion and transfer and managers will encourage employees to apply for such posts. It will be assumed that all such posts are suitable unless the post for which they wish to apply has been deemed unsuitable for parttime work or cannot support their working pattern.

## **Redundancy**

25. Part-time employees will be treated no differently, within the Board's redundancy policy, than their FTEs in redundancy situations. However, redundancy payments will be based on hours worked at the time of redundancy.

## **PROCEDURE**

### **Applying to change working pattern**

26. Any employee may apply to their line manager to alter their pattern of work using the Flexible Working Application Form (Appendix A to that procedure).
27. The line manager should then hold a meeting with the employee to discuss their application within 28 days of receipt of their request. Employees may be accompanied at this meeting by a workplace colleague or trade union representative.
28. Line managers will view employees' applications sympathetically and seek to find solutions to any adverse effect that may result from the proposed changes in working patterns.
29. Where the employee's request cannot be fully accommodated managers should discuss alternative arrangements which may be suitable to the employee and seek to agree a solution.

30. When agreement is reached on the change in working pattern the manager should confirm this using the Flexible Working Acceptance Form (Appendix B to that procedure).
31. Before accepting a change in their working hours employees should seek advice, as appropriate, from their manager, Human Resources and the Pensions Department to determine the effect that the proposed change will have on their pay, pension and other benefits.
32. Before refusing an application managers should consult Human Resources with a view to finding an alternative working arrangement which meets the needs of the employee.
33. In certain circumstances it may be appropriate to subject part-time working arrangements to a trial period and all such arrangements should be kept under review to monitor their effectiveness.
34. Once an application has been dealt with the legal requirement to consider requests in certain circumstances is suspended for 12 months in respect of the same individual. (See Flexible Working - The Right to Apply) However, managers should still give consideration to any reasonable request within the 12 month period.
35. Human Resources will monitor all applications for flexible working arrangements for equality of opportunity and in accordance with the Data Protection Act 1998.

## **APPEAL**

36. If the line manager refuses to accept the employee's proposal clear reasons must be stated in writing on the Flexible Working Rejection Form (Appendix C to that procedure).
37. Managers should discuss these reasons with the individual and seek advice from the Human Resources Department when considering alternative ways of meeting the individual's needs.
38. If the individual does not accept the manager's decision they should complete the Flexible Working Appeal Form (Appendix D to that procedure) within 20 days of receipt of the manager's decision.
39. This matter will then be referred to the \_\_\_\_\_ Probation Board's grievance procedure.



## **Section B10**

### **MODEL FLEXTIME SCHEME**

#### **INTRODUCTION**

1. This model policy forms part of the National Negotiating Council's Work-Life Balance programme which incorporates a range of provisions including those listed at Paragraph 6 - Linked Work-life Balance Documents.
2. This policy has been written with a view to avoiding any adverse impact it may have on any individual by reason of their ethnic origin (in accordance with the Race Relations (amendment) Act 2000), disability, gender, sexual orientation, age, belief, marital status, caring responsibilities or chosen working pattern. It is not believed that this policy will have any such adverse impact on workers for any of these reasons. Future reviews of this scheme will revisit this evaluation, and it may become subject to a full Impact Assessment examining workforce data and compliance information.
3. The following model policy has been agreed by the NNC and in common with other NNC model policies should be the subject of discussion between Boards and recognised trade unions with a view to reaching local agreement.

#### **REVIEW**

4. This policy will be regularly reviewed by the Joint Negotiating and Consultative Committee of the \_\_\_\_\_ Probation Board and in accordance with the equal opportunities monitoring procedure.
5. This model policy will also be subject to regular review within the NNC. Any comments about this policy may be forwarded to the NNC Joint Secretaries for consideration at any time.

#### **LINKED WORK-LIFE BALANCE DOCUMENTS**

6. Flexible Working the Right to Apply - Model Maternity Leave and Pay  
Parental Leave Policy  
Adoption Leave and Pay  
Paternity/ Maternity Support Leave and Pay  
Part-Time Work Policy - Model  
Job Share Policy – Model  
Religious Observance Policy

#### **POLICY**

7. The \_\_\_\_\_ Probation Board supports the use of flexitime schemes, to provide a variety of options in working patterns, intended to assist work-life

balance practices. Although flexible working options may be dependent on numbers, locations and service delivery needs, this initiative is intended to

better support those contributing to the service and aid recruitment and retention.

8. This does not preclude applicants with statutory rights, including those contained within the Employment Act 2002 (See Flexible Working - The Right to Apply), from having separate consideration if the desired working pattern cannot be accommodated more widely. Such applicants should apply in accordance with the Part-Time Work Policy procedure.

## SCOPE

9. This policy applies to all employees of the \_\_\_\_\_ Probation Board who are covered by NNC arrangements.

## DEFINITIONS

10. 'Workers' refers to anyone who works under a contract of employment whereby the individual undertakes to do or perform personally any work or services for another party who is not a client or customer of any business or profession carried on by the individual. Casual, freelance and agency workers fall within this definition but the genuinely self-employed do not. (Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000).
11. 'Employees' refers to individuals who have a contract of employment with the \_\_\_\_\_ Probation Board and excludes agency workers.
12. Accounting Period – The period over which total hours worked by employees are recorded and totalled. (Normally four weekly). Also the period in which employees are expected to complete their net contractual hours, subject to defined carry over arrangement.
13. Band Width – The span of hours between earliest allowable starting time and latest allowable finishing time. These may vary according to premises and function across the organisation.
14. Core Time – The period within bandwidth where employees will be consistently available, unless the absence is authorised by management. This period is defined on participation in the scheme taking into account service delivery, resources required within a team, contract and function. A lunch break (unpaid) of a minimum of 30 minutes and maximum of two hours may fall in this period.
15. Minimum working day - 50% of contractual hours for that day



16. Maximum working day - 10 hours with unpaid rest break of at least 40 minutes (pro rata for part-time employees)
17. Carry Over (Credits/Debits) - The time accrued or owed at the end of the accounting period to be credited or debited in the following period

## **TERMS AND CONDITIONS**

### **Working Hours**

18. Managers are required to ensure that employees do not exceed the maximum working hours as prescribed in the Working Time Regulations.  
Employees will not be permitted to work at times when no work is available.

### **Variation/Termination**

19. Notice to vary core times, terminate or suspend the scheme, will normally be a minimum of three months. However, where this would prevent the Board from complying with its statutory duty a shorter period may apply.

### **Contracts of Employment**

20. Contract of employment variations are not normally anticipated under a flexitime scheme but where an application is made under a statutory right, and this does vary the contract, legislative obligations including notice of change apply.

### **Pay and Leave**

21. Provisions set out in Section A5 of the NNC handbook will apply in respect of hours worked at unsocial times.
22. Flexitime credits may be taken alongside leave, paid or unpaid, subject to the exigency of service. Pay in lieu of flexitime is not permitted, either at plain time or overtime rate.
23. Debits may not be cleared by deduction of annual leave other than on termination of employment.

### **Carry Over (Credits/Debits)**

24. At the end of the accounting period, hours in credit may be carried forward to the following period, up to a maximum of 2/5ths of weekly contractual hours. Any hours in excess of this are forfeit unless agreed in advance with the employing manager.

25. Employees may only carry debit hours up to a maximum of 2/5<sup>ths</sup> of weekly contract hours forward to the next period unless agreed in advance with the employing manager.
26. Concessions and variations to carry over criteria must be agreed in writing and after consultation with HR.
27. Flexitime credits will normally be taken in half or whole days, as paid leave, in the next accounting period. However, to provide individuals with greater flexibility, for a pre-defined purpose e.g. out of work training, managers may allow a “bank” of credit hours to be spread over an extended accounting period.

### **Approved Absence**

28. Credit hours for Bank Holidays, sickness absence, training and annual leave are based on the standard working day normally 1/5<sup>th</sup> of weekly contractual hours. However, this will be different for part-time employees with individual patterns of work.
29. Every effort should be made to ensure that medical appointments are attended outside normal working hours and in accordance with the NNC Sickness Management policy.
30. Where authorised attendance is necessary during the working day appropriate credit will be made.

### **Termination of Employment**

31. All credit or debit hours must be balanced out during the notice period. There is no provision for pay in lieu but full or half day credit may be taken as flexitime. Debits may be balanced from outstanding leave or, debited from pay provided such deduction is appropriate under working time regulations. On entering the flexitime scheme employees will be required to sign an agreement to provide for such deductions.

### **Part-time Employees**

32. The number of hours part-time employees may carry forward from one accounting period to the next is reduced pro-rata according to the number of hours they are contracted to work.

### **Abuse of Scheme**

33. Participants abusing the scheme in any way will be subject to the Board’s disciplinary procedure. Where there have been falsely recorded hours and/or time taken which was not worked this may be regarded as a disciplinary offence and subject to the Disciplinary Policy.

## **PROCEDURE**

34. When an agreed Flexitime Scheme has been approved the following should be undertaken:

- Written agreements must be placed on the individual's record (for employee's this is their personnel file) which may include:
  - a. core hours and bandwidth
  - b. a statement as to whether or not this has varied contract
  - c. the notice period required to vary or terminate the scheme. (Timesheets may also reflect agreements).
- Managers operating the scheme should be given training in resource planning and performance management to ensure effective service delivery.
- Local scheme guidelines must be communicated to all managers and employees.
- Risk assessments should be reviewed to ensure revised practices and health and safety considerations are addressed.
- Hours of work must be recorded on time sheets, manually or by electronic recording systems. These records must be maintained by the employee on a daily basis recording times of starting and ceasing work. Time sheets will be monitored by line managers and may be used for approving flexitime and authorising unsocial hours payments as applicable.
- Statistical records must be maintained in accordance with the equal opportunities monitoring policy.
- The NPS and employing Boards will respect an individual's right to family life and privacy when monitoring and /or considering employees' personal and confidential data. Personal data must be kept and used in accordance with the Data Protection Act.
- When considering competing applications those asserting statutory rights, or those where health and welfare issues are indicated on a medical adviser's report, will take priority.
- Applications to participate or to change to another pattern should be considered annually but where an individual employee's circumstances change they may be reviewed as necessary.

- Line managers and individual employees have the right to consider moving to other locations. HR should be notified where pay or contracts may be varied as a result.
- Where the operation of this scheme proves to be unsatisfactory HR should be informed.

## **GRIEVANCE**

35. Where an employee has a grievance relating to this scheme the matter will be referred to the \_\_\_\_\_ Probation Board's grievance procedure.

## **MANAGERS' GUIDANCE**

36. Guidance for managers is attached at Appendix A.

**MODEL NNC FLEXITIME SCHEME – MANAGERS’ GUIDANCE**

1. Flexitime enables teams to plan how they will cover their work and meet service requirements while giving individuals choice about the times they work.
2. When considering the introduction of a Flexitime scheme it is recommended that staff surveys be conducted to enable assessments of potential core times and flexible working options to be undertaken.
3. A panel of cross-grade managers, HR and union representatives will normally convene to consider survey reports and agree suitable schemes.
4. It will be important to establish the Band Width i.e. the maximum period during which the office will be open or the service is required to be delivered.
5. Within the Band Width it may be appropriate to establish Core-time i.e. the time that staff must be in work. This will depend upon the work of the department. However this may be Variable Core-time with staff working a number of different core hours. This would for example suit someone who needed to collect children from school before normal core time ends and at the same time give managers increased flexibility to plan workloads and maintain service levels.
6. The Accounting Period, i.e. the number of weeks over which the hours are counted, will usually be four.
7. Examples of variable core-time schemes include:

**Courts**

Accounting Period	4 weeks		
Band Width	08.00 -18.00		
Core-time	09.00 - 14.00	10.00 - 15.00	12.00 - 17.00

**Programmes**

Accounting Period	4 weeks		
Band Width	08.00 - 22.00		
Core-time	09.00 - 14.00	10.00 - 15.00	12.00 -17.00
	15.00 - 20.00	17.00 - 22.00	

**Drug Treatment and Testing**

Accounting Period	4 weeks		
Band Width	08.00 -18.00		
Core-time	09.00 - 14.00	10.00 - 15.00	12.00 - 17.00

## **Community Supervision**

Accounting Period	4 weeks
Band Width	08.00 -18.00
Core-time	09.30 - 12.00 14.00 - 16.00

## **Most Teams (except Programmes and Courts)**

Accounting Period	4 weeks
Band Width	08.00 - 18.00
Core-time	10.00 - 12.00 13.30 - 15.30

8. Staff may also choose to have Personal Core-time, rather than fixed Coretimes (as illustrated above), with the agreement of their manager and other team members.
9. Alternatively, it may be decided to have no Core-time and allow self-rostering of staff. This enables teams to organise their own weekly planning to manage work and provide customer service and gives individuals more control over the hours they work. Good communication within teams is essential if this is to work effectively. In this respect a simple weekly spreadsheet or wall chart with names and preferred working times for the coming week helps everyone in the team to keep track of the situation.
10. Whatever form of flexitime is adopted there are certain issues that must be considered such as:
  - ensuring adequate cover for sickness and other absence
  - health and safety,
  - Working Time Regulations
  - lunch breaks (must be at least 30 minutes for those working six hours or more)
  - making the best use of accommodation and equipment,
  - recording time worked and auditing
  - communications within the team
11. Running a pilot scheme or phasing its introduction may be a way of establishing the most effective means of testing any flexitime proposal.

## **Section B11**

### **MODEL JOB-SHARE POLICY**

This policy should be read in conjunction with the Part-Time Work Policy (Section B9).

#### **INTRODUCTION**

1. This model policy forms part of the National Negotiating Council's Work-Life Balance programme which incorporates a range of provisions including those listed at Paragraph 6 - Linked Work-life Balance Documents.
2. This policy has been written with a view to avoiding adverse impact it may have on any individual by reason of their ethnic origin (in accordance with the Race Relations (amendment) Act 2000), disability, gender, sexual orientation, age, belief, marital status, caring responsibilities or chosen working pattern. It is not believed that this policy will have any such adverse impact on workers for any of these reasons. Future reviews of this policy will revisit this evaluation, and it may become subject to a full Impact Assessment examining workforce data and compliance information.
3. The following model policy has been agreed by the NNC and in common with other NNC model policies should be the subject of discussion between Boards and recognised trade unions with a view to reaching local agreement.

#### **REVIEW**

4. This policy will be regularly reviewed by the Joint Negotiating and Consultative Committee of the \_\_\_\_\_ Probation Board and in accordance with the equal opportunities monitoring procedure.
5. This model policy will also be subject to regular review within the NNC. Any comments about this policy may be forwarded to the NNC Joint Secretaries for consideration at any time.

#### **LINKED WORK-LIFE BALANCE DOCUMENTS**

6. Flexible Working the Right to Apply -Model  
Maternity Leave and Pay  
Parental Leave  
Adoption Leave and Pay  
Paternity/ Maternity Support Leave and Pay  
Part-time Work Policy - Model  
FlexiTime Scheme – Model  
Religious Observance Policy

## **POLICY**

7. The \_\_\_\_\_ Probation Board recognises the benefits to the organisation of job sharing at all levels and will, wherever possible, support job share arrangements to assist with recruitment and retention of skilled and trained employees and to support its commitment to equality of opportunity.
8. The \_\_\_\_\_ Probation Board also recognises the benefits of the implementation of a job share scheme to employees and sees it as an important part of the development of work-life balance policies.
9. All full-time posts will be regarded as suitable for job share unless there are operational reasons which make this impossible.

## **SCOPE**

10. This policy applies to all employees of the \_\_\_\_\_ Probation Board who are covered by NNC arrangements.

## **DEFINITIONS**

11. 'Workers' refers to anyone who works under a contract of employment whereby the individual undertakes to do or perform personally any work or services for another party who is not a client or customer of any business or profession carried on by the individual. Casual, freelance and agency workers fall within this definition but the genuinely self-employed do not. (Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000).
12. 'Employees' refers to individuals who have a contract of employment with the \_\_\_\_\_ Probation Board and excludes agency workers.
13. Job Sharing is defined as two employees holding one full-time job between them. The two employees perform the full range of tasks within a single position. The partners are inter-changeable with either member able to pick up where the other left off.
14. Job sharing differs from part-time work only in that the post holders are inter-dependent. Part-time work involves employees carrying out their duties under separate contracts, with one employee having no obligations in respect of a colleague part-time employee. Job sharing is an arrangement whereby two employees are engaged on terms which express the mutual obligation to undertake the duties of one post even though each will have an individual contract with the employing Board.

## **TERMS AND CONDITIONS**

### **Job share agreements**



15. Job share agreements must be agreed between the partners and their line manager, should be written and include details of:
- Division of hours i.e. how much flexibility will be allowed to the job sharers etc. For example in management posts a degree of flexibility can be useful so that work commitments can be attended to simultaneously.
  - Allocation of duties and distribution of work. It is essential that job sharers are aware of their responsibilities for the entire job, regardless of how tasks are allocated on a daily basis. This includes the management of staff for whom they have responsibility.
  - Time allowed for handover and practical handover arrangements e.g. daily log, use of taped messages etc.
  - Supervision and appraisal arrangements
  - Public holiday and annual leave pro rata arrangements
  - Other contractual arrangements e.g. pensions and car allowances
  - Any expectations about covering arrangements
  - Office arrangements e.g. desk or equipment, joint email accounts etc.

### **Pay and Benefits**

16. The terms and conditions of job sharers will be fully consistent with those of other part-time employees who must not be treated less favourably than comparable full-time employees.
17. Job share partners are employed on the same grade but depending on their respective service and experience may be on different salary points within the grade.

### **Appraisal**

18. Job sharers will normally be appraised individually (although significant account will be taken of the operation of the job share arrangement) and will be assessed on an individual basis.

### **Working Hours**

19. Job sharers may be asked to work additional hours to cover emergencies and to enable them to undertake training. They will not however, be expected to provide cover for the absence of their partner. Line managers have the responsibility to make arrangements to provide the best cover option which may involve the job share partner should he/she choose to volunteer.

### **Termination of Employment**

20. The Statement of Particulars issued to the job sharers should indicate the arrangements should the employment of one partner be terminated.

## **PROCEDURE**

### **Recruitment**

#### **Existing Employees**

21. Preference will normally be given to applications to job share from existing employees. Such applications should be made on the Flexible Working Application Form (Appendix A to that procedure).
22. When agreement is reached on the change in working pattern the manager should confirm this using the Flexible Working Acceptance Form (Appendix B to that procedure).
23. If the application for flexible working is to job share an employee's existing post, and it is agreed, then s/he will be expected to remain full-time until a suitable job share partner can be appointed.

#### **All Applicants**

24. Advertisements for full time jobs (both internal and external) will indicate that the post is suitable for job sharing and/or part-time working unless a valid business reason to the contrary is objectively justified.
25. All candidates regardless of their preferences for job share or full-time will be assessed against the same criteria.
26. If the successful candidate wishes to work on a job share basis the recruitment panel will determine whether another candidate interviewed is suitable as the job share partner. If not the panel will decide either to appoint the applicant and advertise for a job share partner or delay the appointment until a job share partner can be recruited.
27. In the event of two job share applicants submitting a joint application they should be assessed individually against the selection criteria. They should be asked to indicate if they are only willing to job share with each other.
28. Normally the hours of work will be divided equally. This will provide a higher level of consistency, prevent one partner being seen as "dominant" and prevent exacerbating the difficulties of replacing a partner.
29. Before a formal offer is made potential job sharers should meet with the line manager to discuss and agree the practical arrangements that will be put in place prior to a formal job share agreement being prepared.

### **Resignation/Termination of Employment**

30. In the event of the resignation or termination of a job sharer's employment the remaining job sharer will be offered the full-time post. If this offer is declined the manager will determine whether this post could be undertaken on a parttime basis or seek to recruit another job share partner using the normal recruitment process.
31. If an assessment is made that the post needs full-time cover and a suitable job share partner cannot be appointed within an agreed time limit consideration will be given to the possibility of redeploying the remaining job sharer to alternative duties so that the full-time post can be filled.
32. If after all other avenues have been exhausted, within the terms of the original agreement, suitable alternative employment is not available the job sharer's employment will be terminated on the grounds of redundancy. In these circumstances the normal redundancy arrangements will apply.

## **APPEAL**

33. If the line manager refuses to accept the employee's proposal to job share clear reasons must be stated in writing on the \_\_\_\_\_ Probation Board's Flexible Working Rejection Form (Appendix C to that procedure).
34. If the employee does not accept the manager's decision he/she may appeal under the Board's Grievance Procedure using the Flexible Working Appeal Form (Appendix D to that procedure).



## Section B12

### INFORMATION TECHNOLOGY AND RELATED CHANGES TO WORKING METHODS

1. The NNC has agreed:
  - to support the use of service aids, computer equipment and other means of increasing the efficiency, effectiveness and quality of probation services, and
  - that in order to ensure the maintenance of good industrial relations, probation boards are recommended to adopt procedures on the following lines in consultation with local staff representatives and taking into full consideration the joint guidance offered by NNC predecessor organisations, Napo and UNISON (attached at Appendix A).
2. At local level, probation boards should provide at the earliest possible opportunity full information concerning any proposals to introduce new technology involving the use of computer processes, equipment and systems of work which would have the effect of changing working methods or involve the merging or re-organising of service units.
3. Consultations, with a view to reaching agreement, on any proposals concerning the above issues should continue regularly throughout the planning process, the lead-up to and during the implementation of, such change. The resolution of any differences during this process should be effected locally in accord with good industrial relations practice.
4. Relevant staff should be given every opportunity to undertake work on new or amended systems arising out of any of the above changes.
5. Areas should have regard to the varying roles of employees when considering the application of IT systems, in particular the distinctions between the responsibility of administrative and clerical staff and operational probation staff. Employees should also be given appropriate opportunities for training, re-training or, where necessary, re-deployment arising out of any such proposals. Proper consideration should be given to maximising job security wherever practicable.
6. The introduction of a national system for the recording, processing, distribution and storage of information on service clients will require probation boards to bring into effect policies in relation to new work practice. Such a policy should aim to provide through consultation, with a view to reaching agreement, a local system which gives a high standard of service delivery and a manageable volume of work.

7. The operational matters referred to above should be applied in ways that are fully consistent with:
  - (a) locally adopted equal opportunities policies and practices;
  - (b) Health and Safety legislation;
  - (c) the appropriate use of professional discretion in case recording.
8. The benefits of IT are recognised by employers who should consider their inclusion as part of local trade union facilities where appropriate.
9. Probation boards should nominate a Data Protection Officer, must register under the Data Protection Act 1984 and keep registration under review. Further, probation boards should bring into effect, and enforce, a policy of protection of confidential information to regulate, control and monitor the circumstances and methods by which confidential data is processed and stored and by which access, both within an Area and externally, is given to an Area's confidential data.

## **INFORMATION TECHNOLOGY - GUIDANCE**

### **Preamble**

1. The introduction of information technology (IT), and in particular the introduction of the National Probation Service Information Systems Strategy (NPSISS) including the Case Record Administration and Management System (CRAMS), is intended to increase effectiveness and efficiency to enhance the quality of service provision and service delivery.
2. Experience in other fields suggests that the introduction of IT is accompanied by a high level of uncertainty and anxiety amongst staff at all levels in the organisation which, unless acknowledged early and taken seriously, can obscure and militate against the benefits of IT that can, and must, be achieved
3. It is important to identify early and continue to hold in mind the personal benefits that IT can bring for staff as individual employees (in terms of enhancing knowledge and skills, career prospects and greater job satisfaction) as well as the benefits for the organisation.
4. Probation employers and managers have the responsibility to determine management and administrative systems to support the work of the service. Consequently, good quality, off-the-job training and support should be provided to enable staff to acquire the necessary skills needed to use the technology. Where such training is provided it would be a reasonable expectation that staff make use of the skills developed.
5. Work priorities will need to be kept under review and some re-prioritisation will almost certainly be necessary during the introduction / implementation stages of any large scale IT project. Staff will need clear information about this and will need the support of probation boards and managers where reprioritisation leads to a change in services provided to courts, other service users, and the public in general.

### **Equal opportunities**

6. The introduction and implementation of IT should accord, at all times, with local equal opportunities policies and good practice. Special regard should be given to the issue of disability, which should include adaptive software and hardware. The Disablement Resettlement Officer (of the Employment Agency) should be asked to advise. Adaptations should be made where possible and appropriate to enable staff with a disability to make use of IT applications. Regular review of equal opportunity practice in relation to IT should be undertaken with staff representatives not less than annually. Care should be taken over issues of gender stereotyping.

### **Information and consultation**

7. The implementation of IT would be enhanced by the use of existing arrangements for joint negotiation, consultation and agreement. The continuing provision of information and consultation with staff at all levels from the earliest possible moment, and consultation with the aim of reaching agreement, is essential if arrangements are to be made which work to the best advantage of the service, its staff and all receivers of service. This will help dispel rumour and myth. Listening to and facilitating the expression of anxieties are an important part of this process. Probation boards are advised to be proactive in communication; give facts, involve people, seek views, get fears out into the open, challenge rumour, dispel myth, set up regular reviews, including reviews with staff side representatives.
8. The introduction of IT is much more than a matter of becoming familiar with technical processes and new language. Work practices inevitably change and the availability of information to support the planning and delivery of service is greatly increased. The development of an organisational culture that is responsive to change and uses information as a matter of course is necessary.
9. Each service will need to develop its own structural process for the introduction and implementation of technology which needs to be supported by policies and procedures to ensure effective communication, and to deal sensitively with the human resource issues associated with change in job content and work practices, and any resulting contraction in the work force. Software designed specifically to measure operator performance (e.g. keystroke counters) should not be implemented without local agreement, although audit-trail software is an accepted part of systems.
10. Local accommodation arrangements will have to be reviewed and may need to be altered to accommodate IT equipment. Close consultation with staff and working together to make acceptable solutions at the earliest possible stage is strongly advised, in accordance with good health and safety practice (see paragraph 14).
11. Proposed changes involving the use of IT in the homes of staff must accord with data protection policies and would need to be the subject of consultation between employers and staff-side, with a view to seeking agreement, and to have the agreement of the individuals affected. Insurance liability and properly incurred additional expenditure should be borne by the probation board.

## **Training**

12. It is in the best interests of employers and staff that good quality training and support is provided. Experience suggests that staff will develop the technical knowledge and skills required and enjoy using them. Training



needs to be provided to meet the shortfall between existing skills and future requirements and may, therefore, be highly specific. Nevertheless, it should form part of individual development programmes, incorporating appraisal and career development and may include the achievement of qualifications. Training should address the Health and Safety perspective as well as the use of hardware and software. Areas should give consideration to providing briefings for Health & Safety committees, to enable them to carry out their responsibilities.

## **Grading of Posts**

13. IT brings with it the potential for development of alternative job opportunities. It is essential that the tasks, responsibilities and grading of the jobs people do is reviewed as soon as possible following a decision to implement changes to the working environment and, subsequently, reviewed regularly as agreed. In line with national agreements, no decisions about changing remuneration should be made before an analysis of the impact of IT on job descriptions and work practices is completed.

## **Job security**

14. The introduction of IT is about productivity gains as well as efficiency savings. Although probation boards cannot guarantee that any established post will never become redundant, they should make every effort to ensure maximum job security. Open workforce planning, in accord with good employment practice, should be supported by clear policies and procedures for early retirement, voluntary redundancy and redeployment. Early consultation with staff representatives is necessary. Compulsory redundancy should be regarded as the very last resort. Where there is redeployment to vacant established posts at a lower grade, every endeavour should be made to protect the salary grading of individual members of staff.

## **Health and Safety**

15. Probation boards are bound to observe the requirements of the Health and Safety at Work Act 1974. In addition, there are specific regulations also binding on employers which are pertinent for the introduction and maintenance of IT, as follows:
  - Management of Health and Safety at Work Regulations (1992)
  - Workplace (Health, Safety and Welfare) Regulations (1992)
  - Health and Safety (Display Screen Equipment) Regulations (1992)
  - Control of Substances Hazardous to Health Regulations (1989)
  - Provision and Use of Work Equipment Regulations (1992)
  - Personal Protective Equipment at Work Regulations (1992)
  - Manual Handling Operation Regulations (1992)
  - Safety Representatives and Safety Committees Regulations (1977)

The Health and Safety Executive has provided information on the implementation of all these regulations.

Probation boards should ensure that they are kept informed of new regulations which may from time to time be enacted.

## **Confidentiality**

16. Probation boards are bound to observe the requirements of the Data Protection Act. Registration status will change as a result of IT developments and must be kept up to date. A policy on protection of confidential information (which includes storage, transfer and access to information) should minimally include:

- Data Protection Act 1984 registration
- Physical security of information systems, including storage of data held on paper, magnetic and optical media
- Access security and procedures including password protection arrangements for email which is confidential to the addressee, and controls on the use of electronic signatures
- Procedures for the transfer of data electronically and through mailing and other services
- Subject access procedures
- Security audit procedures
- Contingency recovery plans, including testing of these
- Protocols for the exchange of data with other organisations should be developed, following consultation with the aim of reaching agreement with staff side representatives and the organisations concerned, using Co-ordination of Computerisation in the Criminal Justice System (CCCJS) security policy guidance
- Breaches of the policy should be investigated and may result in disciplinary action

In addition, services may wish to inform their policy through the relevant published British Standard(s).

The following circulars and documents relate to the contents of this guidance:

- Home Office Information Systems Study report and Strategy Statement (Nov 1993)
- Home Office Probation Training Unit/Information System Strategy Unit : Information Bulletin Number 1
- Probation Circulars (re CRAMS) 32/94; 69/94; 70/94; 99/94; 104/94; 10/95
- Health and Safety in the Workplace Regulations 1992
- Data Protection Act 1984
- ACOP Guidelines on Redundancy
- ACAS Guidelines on Redundancy
- British Standard(s) BS7799

Local policies / procedures relating to:

- work station assessment;
- eyesight tests for users of display screen equipment;
- job evaluation schemes;
- early retirement;
- voluntary redundancy;
- redeployment;
- equal opportunities.



## Section B13

### MODEL SPECIAL LEAVE POLICY

#### 1. INTRODUCTION

This policy forms part of the National Negotiating Council's Work-Life Balance programme which incorporates a range of provisions including those listed in Section 3 – Linked Work-Life Balance Documents.

This policy has been written with a view to avoiding any adverse impact it may have on any individual by reason of their ethnic origin (in accordance with the Race Relations (Amendment) Act 2000), disability, gender, sexual orientation, age, belief, marital status, caring responsibilities or chosen working pattern. It is not believed that this policy will have any such adverse impact on workers for any of these reasons. Future reviews of this policy will revisit this evaluation, and it may become subject to a full Impact Assessment examining workforce data and compliance information.

The purpose of this policy is to recognise that staff have responsibilities and commitments outside of work. It also supports the NPS aim to develop and maintain positive measures to encourage the recruitment, development and retention of disabled people. This policy therefore provides paid and unpaid leave according to the individual's circumstances.

**The following model policy has been agreed by the NNC and in common with other NNC model policies should be the subject of discussion between Boards and recognised trade unions with a view to reaching local agreement.**

#### 2. REVIEW

This policy will be regularly reviewed by the Joint Negotiating and Consultative Committee of the \_\_\_\_\_ Probation Board and in accordance with the equal opportunities monitoring procedure.

This model policy will also be subject to regular review within the NNC. Any comments about this policy may be forwarded to the NNC Joint Secretaries for consideration at any time.

#### 3. LINKED WORK-LIFE BALANCE DOCUMENTS

Flexible Working the Right to Apply – Model  
Maternity Leave and Pay  
Adoption Leave and Pay  
Paternity/Maternity Support Leave and Pay  
Part-time Work Policy – Model  
Job Share Policy – Model

#### **4. POLICY**

The \_\_\_\_\_ Probation Board seeks to retain experienced and dedicated employees and recognises that at various stages during their working lives personal, domestic and family interests, responsibilities, difficulties and public commitments may require them to take leave. It encourages employees to participate in public service, trade union duties and personal development.

It is, therefore, the policy of the \_\_\_\_\_ Probation Board to provide paid and unpaid special leave to meet the wide range of needs as set out below.

#### **5. SCOPE**

This policy applies to all employees of the \_\_\_\_\_ Probation Board who are covered by NNC arrangements.

This policy provides information on paid and unpaid leave other than leave taken under the terms of annual leave, sickness absence, maternity/maternity support/adoption and parental leave schemes.

Time off for Trade Union duties and activities applies to employees who are accredited representatives and Health and Safety representatives of the NNC officially recognised trade unions and is covered by statute and other local/national agreements for facilities time.

Time off for National Negotiating Council Meetings is covered by Section A7, Paragraph 6.

In cases where a longer term break from employment is needed a Career Break may be more appropriate in accordance with the \_\_\_\_\_ Probation Board's Career Break/Reinstatement Policy.

As a general rule, part-time employees will receive paid leave pro-rata to the number of hours worked, but in some cases other amounts of leave will be necessary. For instance, leave to attend a court or tribunal, or fertility treatment, are dependent on the actual requirements of the activity and should be approved in full. However, if it is possible to rearrange the working pattern to accommodate the activity the employee should seek to do so.

#### **6. DEFINITION**

Special leave is a generic term for authorised absence from the workplace not covered by annual or bank/public holiday leave, sickness absence or time off in lieu (e.g. under a flexitime scheme).

Where this document refers to 'days', it may be easier to calculate entitlements in terms of hours, especially for part-time staff.

## **7. EXAMPLES**

The following is a list of the types of reason when paid and unpaid special leave might be granted. It is not exhaustive, and managers should be flexible when considering a request for special leave. Details under each heading are provided in the appendices to this policy document.

### **Special leave without notice (Appendix A)**

- Compassionate/Bereavement
- Dependants/Caring
- Domestic Emergency

### **Special Leave for the purpose of adjustment to disability (Appendix B)**

- Disability Adjustment

### **Special leave with notice (Appendix C)**

- Religious Observance
- Medical Screening
- Fertility Treatment
- Blood/Bone Marrow Donation
- Examination/Study
- First Day/Half Day
- Extended Leave
- Jury Service, Court/Tribunal Attendance
- Voluntary Public Service
- Service in Non-regular Forces
- (Pre-retirement Leave – pending development of separate policy)

## **8. PROCEDURE**

Employees are required to notify their manager as soon as they are aware that they will require Special Leave. By their nature, for some types of special leave it may be impossible to give advance notice (e.g. bereavement or domestic emergency special leave) and details are given in each appendix to clarify this.

Except where stated, all applications for Special Leave should be made on the Special Leave Application Form (Appendix D) and submitted to the line manager.

If additional leave is required after the original request has been approved, the employee should discuss this with her/his manager who will also consult with the Human Resources Department. Such leave may be taken as additional paid

special leave, unpaid special leave, annual leave, or time off in lieu and should be recorded accordingly.

The Human Resources Department will provide advice and guidance to managers and employees on the application of this policy and procedure.

The Human Resources Department will also monitor all applications for Special Leave, and the actual leave taken, for equality of opportunity and in accordance with the Data Protection Act.

## **9. GRIEVANCE**

Employees who have a grievance relating to this policy should raise it under the \_\_\_\_\_ Probation Board's grievance procedure.



### **Special Leave Without Notice**

The following are examples of special leave when it is not normally possible for the employee to provide prior notice. The \_\_\_\_\_ Probation Board is committed to caring for its employees, and will be sympathetic to any personal circumstances unavoidably needing time away from the workplace.

As far as possible, the employee should aim to notify their line manager in the same way as they would in cases of sickness absence: that is, the employee or somebody on their behalf should contact the line manager to explain the situation, preferably before or as soon as possible after the individual's normal working start time.

If the line manager is unavailable another designated manager within the department should be contacted. If no managers are available the employee should contact the Human Resources Department.

### **Compassionate/Bereavement Leave**

All employees are entitled to up to five days paid compassionate leave in cases of bereavement or other personal trauma. Whilst no limitations are placed on the number of cases of compassionate special leave in any period, line managers should treat it with consideration given to how much such leave an employee has taken and whether management intervention is required (for instance provision of occupational health welfare support).

Examples of when leave may be taken include:

- bereavement;
- serious illness of a member of the family; • marital or other close relationship break-up;
- domestic violence.

Managers have discretion to approve additional special leave, either paid or unpaid, in exceptional circumstances. Each request for additional leave will be considered on an individual basis, but managers should consult the Human Resources Department to ensure consistent and fair application.

### **Dependants/Caring**

All employees are entitled to up to five days paid special leave to deal with emergencies or any unexpected or sudden problem relating to dependants.

A dependant is a partner (including same sex partners), child or parent of the employee, or someone who lives with the employee as part of the family e.g. an older relative living in the household. It does not include tenants, lodgers or boarders living in the family home or someone who lives in the household as an employee e.g. a live-in housekeeper.

In cases of illness, injury or where care arrangements break down, a dependant may be anyone who reasonably relies on the employee for assistance. This may be where the employee is the primary carer or the only person who can help in an emergency.

Whilst no limitations are placed on the number of cases of dependants/caring special leave in any period, line managers should treat it in a similar way to compassionate special leave with consideration given to how much such leave an employee has taken and whether management intervention is required (for instance provision of occupational health welfare support).

Examples include:

- to provide assistance on the occasion when a dependant falls ill, gives birth (outside the scope of maternity support provisions) or is injured or assaulted;
- to make arrangements for the provision of care for a dependant who is ill or injured;
- in consequence of the death of a dependant;
- because of the unexpected disruption or termination of arrangements for the care of a dependant;
- to deal with an incident which involves a child of the employee and which occurs unexpectedly whilst the child is at school or other educational establishment e.g. if the child has been involved in a fight or suspended from school.

This list is not exhaustive and management will deal fairly and consistently with employees when emergencies or incidents involving dependants arise.

This provision includes the statutory right to **unpaid** special leave for dependants contained in s57A of the Employment Rights Act 1996. Whilst this provision of paid special leave does not remove the statutory right, managers should monitor the amount of leave, paid and unpaid, requested. Recent tribunal cases law has confirmed that unpaid statutory time off for dependants should be reasonable and employees should not expect it to be unlimited. Its primary purpose is to allow the employee time to adjust and to make necessary longer term arrangements before returning to work.

Line managers should be flexible in using their discretion to accommodate the employee's needs where five days is insufficient, and consider other working arrangements such as making up time-off (but taking work home should not normally be regarded as appropriate when dealing with caring responsibilities at the same time).

Employees will be expected to use annual leave/time off in lieu to meet normal domestic requirements such as house and appliance repairs, meter readings/access etc.

## **Domestic Emergency**

All employees are entitled to up to five days paid special leave in any 12-month period in cases of domestic emergencies. Additional unpaid special leave may also be granted if necessary.

Examples of when leave may be taken include:

- burglary;
- fire;
- flooding.

This list is not exhaustive and management will deal fairly and consistently with employees when domestic emergencies or incidents arise. The purpose of such leave is for the employee to make the necessary immediate repairs and longer-term arrangements to deal with the emergency.

Line managers should be flexible in using their discretion to accommodate the employee's needs where five days is insufficient, and consider other working arrangements such as taking work home or making up time-off. In these circumstances employees are also entitled to reasonable unpaid time off.

Employees will be expected to use annual leave/time off in lieu to meet normal domestic requirements such as house and appliance repairs, meter readings/access etc.

### **Disability Adjustment**

If an employee becomes disabled during the course of their career (whether due to an industrial injury or unconnected to the workplace), or an existing disability becomes worse, they may need additional time away from work to adjust to the change. Paid leave will be provided based upon the individual's needs to enable the employee to adapt to her/his new working arrangements, and to provide for training and career development.

The \_\_\_\_\_ Probation Board will consult the employee and the following as appropriate:

- the occupational health service;
- the patient's general practitioner and/or other medical professional;
- the Employment Service's Disability Employment Adviser/Access to Work Adviser with a view to enabling him/her to continue in employment; •  
the employee's representative(s) if requested
- the NPD Diversity Manager (Disability).

Adjustments to accommodate the employee may include:

- a change of job;
- changes within the job including hours of work and working from home;
- a change to the way the job is undertaken;
- the provision of special equipment;
- additional training/career development opportunities; • rehabilitation;
- counselling.

Leave provided in respect of disability adjustment will not affect the employee's entitlement to sick leave and other contractual or statutory provisions, and should be considered within the context of reasonable adjustments required under the Disability Discrimination Act 1995.

Employees who require leave in respect of disability adjustment do not need to complete an application form, but should discuss the matter with their manager who will consult Human Resources. Human Resources will organise the involvement of Occupational Health and other specialists including the Employment Service's Disability Employment Adviser/Access to Work Adviser if necessary.

A record of such leave taken will be kept on the employee's personal file. Such information shall not exceed that which is necessary for the purpose of claiming disability adjustment leave and shall be in accordance with the Data Protection Act and Code of Practice on employee records.

## **Special Leave With Notice**

The following types of special leave require prior notice, and employees should apply to their line manager using the Application Form at Appendix D.

### **Religious Observance**

In accordance with the NNC Model Guidance on Religious Observance (see NNC Circular 2/2003) reasonable unpaid special leave may be granted for the purposes of religious observance if an employee does not use annual leave or time off in lieu for this purpose.

### **Medical Screening**

Paid time off will be provided to enable male and female employees to undergo medical screening.

### **Fertility Treatment**

Employees who undergo fertility treatment will be granted paid leave of up to 5 days to cover each course of treatment.

### **Blood and Bone Marrow Donors**

Employees who donate blood will be granted paid leave to attend the appointment.

Employees who become bone marrow donors will be granted paid leave to allow for donation and recuperation. The number of days should be agreed in advance based on medical advice. Any additional days necessary should be regarded as normal sickness absence.

### **First Day-Half Day**

Parents may wish to take time off work to accompany their child on a first day at a new school. Employees may be granted unpaid special leave to do so if they are unable to use annual leave or time off in lieu.

### **Examinations and Study Leave**

Paid leave will be granted to employees undertaking courses of study applicable to the work of the Probation Service. Leave may be made available for the purpose of:

- attending courses;
- sitting examinations;
- final revision in the period preceding examinations;
- completing assessed coursework.

The amount of leave granted will depend upon the nature of the course. This provision should be considered in conjunction with the NNC scheme for Post-Entry Training.

### **Extended leave**

Employees may request unpaid special leave to extend their annual leave beyond their normal absence entitlement. This may, for example, apply to leave taken for an extended visit abroad where the employee has friends and relatives who are not resident in the UK.

Such leave will normally comprise annual leave, which may be carried over from one leave year to the next where necessary within the terms of the local annual leave policy, and time off in lieu or unpaid special leave.

Employees will not normally be granted paid leave in excess of that to which they are entitled by the anticipation of annual leave not yet accrued. Where an exception is made, and the employee fails to return or resigns during the annual leave period, he/she will be required to repay any leave taken in excess of that to which he/she is entitled. This undertaking will be required in writing from the employee at the time the request for anticipated leave is granted.

Employees should aim to give their managers plenty of notice of any intention to take extended leave to allow for operational commitments to be covered. At least 3 months notice should normally be given.

Managers should seek to accommodate requests for periods of extended leave although employees will not normally be granted more than one period of extended leave within a two-year period. Such leave will also not be normally granted at peak times (e.g. Christmas) except in exceptional circumstances. In the interests of employee welfare, it is the responsibility of managers to ensure that employees do take breaks from work and do not use all of their leave entitlement to accrue extended paid annual leave.

### **Jury Service, Court and Tribunal Attendance**

Employees who are called for jury service will be granted paid leave for this duty unless exemption from service is secured.

Employees who are called as a witness in a court or tribunal case will also be granted paid leave for this duty and should inform their line manager immediately and provide a copy of the notification. (This provision does not apply to employees who are plaintiffs, defendants, applicants or respondents, when annual leave/time off in lieu/unpaid special leave should be used, unless the case arises from their work in the Probation Service.)

If the court/tribunal attendance is during a pre-arranged holiday, employees may attend court and take the holiday at a later date provided that they furnish proof of the days on which they attended court and in accordance with the NNC Annual Leave Policy.

Employees who are required to attend courts or tribunals are able to claim allowances for loss of earnings and travel/other expenses. Employees who claim loss of earnings when granted paid special leave must inform their employing Board which will then deduct from the employee's full pay an amount equal to the allowance received. Travel/other expenses claimed need not be declared unless

the employee is already in receipt of an allowance from the employing board which covers it, such as motor car allowances.

### **Voluntary Public Service**

Employees may be granted up to ten days (or hours equivalent) per annum paid special leave to undertake unpaid voluntary public service (and unpaid special leave to undertake paid voluntary public service). This applies to each employee in total, and not for every voluntary activity an employee might undertake. Additional special leave may be granted on a paid or unpaid basis.

Public Service Duties are defined in the Employment Rights Act 1996 and may include:

- Tribunal Members;
- Magistrates;
- Local Councillors;
- Members of a National Health Service Trust;
- Member of a police authority;
- Member of visiting boards for prisons, remand centres and young offenders institutions;
- School Governors;
- Members of the Environment Agency.

Employees who are unsure as to whether an activity may be considered under this policy and procedure should consult the Human Resources Department.

Applications for special leave for voluntary public service will not be denied unreasonably. Subject to any limitations imposed by the employing Board on the number of staff who can volunteer for such duty and the nature of such duty where there may be a conflict of interest, the amount of leave granted shall be determined by:

- the amount of time off needed to perform the duties in question; •  
the amount of time off that the employee has already taken; and
- the effects of the employee's absence on operational needs.

When employees are considering taking up voluntary public duties they should discuss the matter with their manager in order to assess the impact this would have on the department and how the necessary time off might be accommodated.

### **Service in Non-Regular Forces**

Members of the Non-regular Forces who attend summer camp will be granted two weeks paid special leave to attend the summer camp.

Members of the Non-regular Forces should endeavour to arrange for any additional training, over and above the two weeks referred to above, to be undertaken at a time when they would not normally be working (e.g. annual leave). Where this is not possible the employee should provide the list of dates when training could be

provided and, following agreement with her/his manager, additional paid leave may be granted to cover such additional training.

Applications for special leave for service in the Non-regular Forces will not be denied unreasonably. Subject to any limitations imposed by the employing Board on the number of staff who can volunteer for such duty, the amount of leave granted shall be determined by:

- the amount of time off needed to perform the duties in question;
  - the amount of time off that the employee has already taken;
- and
- the effects of the employee's absence on operational needs.

### **Other categories**

Leave for attending NNC meetings, or for Trade Union representative duties and Health & Safety duties, are covered in other agreements. Pre-retirement Leave is to be developed in a separate policy.



## SPECIAL LEAVE APPLICATION FORM

Name: ..... Job Title: .....

Unit: ..... Contact No: .....

<u>Reason for requesting Special Leave (please tick box)</u>	<u>Paid</u>	<u>Unpaid</u>
--	-------------	---------------

Religious Observance	N/A	
----------------------	-----	--

Medical Screening		N/A
-------------------	--	-----

Fertility Treatment

Blood/Bone Marrow Donation		N/A
----------------------------	--	-----

Examination/Study

First Day/Half Day	N/A	
--------------------	-----	--

Extended Leave	N/A	
----------------	-----	--

Jury Service, Court/Tribunal Attendance

Voluntary Public Service

Service in Non-Regular Forces

Pre-Retirement Leave (see separate policy)

Please give below details of the reason for requesting leave and the dates on which it is required. Please continue on a blank sheet if necessary.

I agree to the terms and conditions contained in the Special Leave Policy or PreRetirement Scheme and as set out above.

Signed: ..... Date: .....

This form will be kept on your personal file and the information will be used for monitoring purposes and in accordance with the Data Protection Act 1998.

One copy of this form should be given to the manager and one forwarded by the employee to Human Resources.

---

### Line manager's response

Line Manager's Name: ..... Job Title: .....

Unit: ..... Contact No: .....

To:

Following receipt of your application/our meeting on ..... (date)\*

*I have considered your application for special leave.*

- ☐ I am pleased to confirm that I am able to agree to your request.\*
- ☐ I am unable to accommodate your request for the reason given below.\*
- ☐ I am unable to accommodate your original request. However, I am able to offer the alternative below which we have discussed and you agreed would be suitable to you.\*
- ☐ I have advised you of the effect that this request will have upon your pay, pension and other benefits (unpaid leave requests).\*

Signed:.....

Date:.....

\* delete as appropriate

## Section B14

### MODEL TRADE UNION RECOGNITION AGREEMENT

#### 1. Parties to the Agreement

The parties to this Agreement are:

Probation Board

-----

Branch of Napo

-----

Branch of UNISON

-----

Branch of GMB/SCOOP

-----

#### 2. Principles

- (a) The . . . . . Probation Board (the Employer) and the recognised Trade Unions (the Trade Unions) recognise that good industrial relations are characterised by:
  - (i) Constructive engagement between the Employers and the recognised Trade Unions within an agreed framework;
  - (ii) Enhancement of the process of effective management within stated objectives, priorities and policies;
  - (iii) The mutual benefits of exchanging ideas, information and opinion;
  - (iv) Employee participation in the decision making process.
- (b) This Recognition Agreement is supported by separate agreements covering:
  - (i) Local Joint Negotiation and Consultative Committee Constitution.

- (ii) Time Off and Facilities.

B14/1

### 3. **Scope of Agreement**

- (a) In pursuit of these principles, both the probation board and the trade unions consider it is helpful to distinguish between the processes of consultation and negotiation.
- (b) **Consultation**
  - (i) Consultation means jointly examining and discussing issues of concern to both the employer / management and employees. It involves seeking mutually acceptable outcomes through a genuine exchange of view and information.
  - (ii) Matters for consultation will be any other matters which either party wishes to raise.
  - (iii) It is incumbent on management to ensure that employee representatives have all the information they require to enable them to participate effectively in the discussions.
- (c) **Negotiation**
  - (i) The object of negotiation is to arrive at jointly agreed decisions by a process of mutual accommodation.
  - (ii) In the context of this Agreement, negotiation will only be in respect of local issues as specified in the terms of reference of the Local Joint Negotiation and Consultative Committee and will not be in respect of any matters which are the responsibility of the national negotiating bodies.

### 4. **Ratification**

Any jointly negotiated decisions reached through the forum of the Local Joint Negotiation and Consultative Committee are subject to ratification by the relevant parties to this Agreement.

---

**Signed on behalf of the  
Employer's Side**

---

---

**Signed on behalf of the  
Trade Union Side**

**Date:**

**Date:**

B14/2



## Section B15

### MODEL LOCAL JOINT NEGOTIATION AND CONSULTATIVE COMMITTEE CONSTITUTION

#### 1. General principles

..... Probation Board and the recognised Trade Unions agree it is in the interests of both the employer and employees to constitute a framework for the free exchange of views on matters affecting the interests of the probation board's employees. Such a body should meet on a regular basis in accordance with the Constitution set out below. It is also agreed that these arrangements should be supported by regular contact between the Board's senior managers and representatives of the recognised Trade Unions.

#### 2. Title

The body shall be known as the ..... Probation Board Joint Negotiation and Consultative Committee (JNCC).

#### 3. Objects

- (a) It is mutually recognised that it is important for the preservation and promotion of efficiency and good industrial relations that the JNCC acts as a forum for consultation and, where appropriate, negotiation between the employer and the employers of the ..... Probation Board.
- (b) All the business of the JNCC shall be conducted with due regard to, and in furtherance of, the probation board's Equal Opportunities and Anti-discrimination policies.

#### 4. Terms of reference

##### (a) The terms of reference of the JNCC shall be:

- (i) To consult on any matters concerning existing practices or proposed changes which affect the employees of the ..... Probation Board.
- (ii) To enter into negotiations in respect of those specific matters relating to the terms and conditions of employment of staff employed by the ..... Probation Board.  
These are:

- conditions of service specifically left to the discretion of the probation board from the NNC as matters for local agreement;
  - procedure agreements including Discipline, Grievance, Capability, Collective Disputes, Facilities for Trade Union Officials and Representatives, Information Technology and any other local agreements and variations to the Trade Union Recognition Agreement itself;
  - issues of collective concern involving matters of health and safety which are dealt with under the Safety Representatives and Safety Committees Regulations or are referred by the local Safety Committee;
  - issues of collective concern involving equal opportunities;
  - matters referred to in Statute, Circulars, and National Probation Directorate / Government Department correspondence which specifically include Trade Union involvement;
  - Other matters upon which all parties agree it would be appropriate and helpful to reach joint agreement.
- (iii) To act as the initial forum for resolution of any collective dispute.
- (b) The probation board's senior managers and representatives of the recognised Trade Unions may meet to discuss any of the matters identified above (see Section 10 below). Either party to such discussions may choose to refer matters to the JNCC at any point in the discussions.
- (c) Matters of discipline, grievance, promotion, efficiency, welfare or training concerning an individual member of staff shall not fall within the scope of this agreement. However, where collective issues arise from individual circumstances, those matters may be raised.

## 5. **Membership**

- (a) The JNCC shall comprise in equal numbers:



- (i) . . . . . members of the . . . . . Probation Board (the Employer's Side) appointed annually by the probation board.
- (ii) . . . . . employees of the probation board appointed annually by the recognised Trade Unions (the Trade Union Side) as mutually agreed between them.
- (b) Members shall be appointed annually. They shall be eligible annually for re-appointment.
- (c) Each Side may nominate a substitute/substitutes to attend in the absence of a member/members of their own Side who will have full voting rights. Notice must be given to the Secretary of the Committee.
- (d) If any member ceases to be a member or employee of the . . . . . Probation Board, he or she shall cease to be a member of the JNCC. Any vacancy shall be filled by the probation board or Trade Union respectively.
- (e) Where the Chief Officer is not a member of the Employer's Side, he or she will be entitled to attend but will not have a vote. Nominated representatives of the Chief Officer shall be entitled to attend, but will not have a vote in matters before the JNCC. Similarly, full-time officials of the recognised Trade Unions shall be entitled to attend as advisors, but shall have no power to vote, and provided that advance notice has been given to the Secretary.
- (f) Specific individuals from either the Employer's Side or the Trade Union Side may be invited to attend particular meetings or for particular agenda items at the discretion of the JNCC. They shall not have a vote in matters before the JNCC. Notice of such a request shall be lodged with the Secretary to the Committee at least seven days before a meeting.

## **6. Committee Chair and Vice-Chair and officers**

- (a) The Chair and Vice-Chair of the JNCC shall be appointed annually at the first meeting of each calendar year. The office of Chair will alternate on an annual basis between the Employer's and the Trade Union Side. Where the office of Chair is held by a member of the Employer's Side, the office of Vice-Chair will be held by a member of the Trade Union Side and vice versa.
- (b) The Secretary of the JNCC shall be . . . . . The Trade Union Side shall appoint a secretary through whom administrative liaison with the Trade Union Side shall be channelled.

## **7. Meetings**

- (a) The JNCC shall meet as and when required but on at least . . . . . occasions each year. The Chair and Vice-Chair of the JNCC may jointly direct the Secretary of the JNCC to convene a meeting at any time.
- (b) A special meeting will be convened within 14 days of the receipt of a written request from either the Employer's or the Trade Union Side by the secretariat.
- (c) Meetings may be cancelled by agreement of the Chair and Vice-Chair.

## 8. Meeting procedures

- (a) Items to be placed on the JNCC agenda must be submitted to the Secretary no later than 10 days prior to the date of the meeting. This should normally follow the procedures set out under Paragraph 10 below.
- (b) The agenda for each meeting shall be published at least seven days before the meeting. So far as possible, the agenda shall identify whether items are for consultation or negotiation.
- (c) The quorum of the JNCC shall be not less than . . . . . members of each Side.
- (d) In those circumstances where a matter is subject of a resolution and a vote, no resolution shall be regarded as carried unless it is approved by the majority of members present and voting on each Side of the JNCC.
- (e) The Chair of the JNCC shall not have a casting vote.
- (f) Minutes of each meeting shall be produced within 14 days and agreed by both Sides before presentation to the probation board. The minutes will also be circulated to staff.
- (g) Where agreement is reached upon matters of negotiation, it shall be subject to ratification by the probation board and the relevant Trade Union Side unions.
- (h) The JNCC shall have power to appoint and determine the terms of ad hoc sub-committees and working parties.

## 9. Administrative arrangements

- (a) JNCC meetings will usually take place during normal working hours.

- (b) Trade Union Side members shall be deemed to be attending meetings as part of their contracted hours of work. They shall be given adequate facilities to hold pre-meetings.

#### **10. Officer level meetings**

In addition to meetings of the JNCC, regular meetings shall take place between the Chief Officer (or her/his nominated representative) and representatives of the recognised Trade Unions. Any relevant matters discussed at such meetings may be referred to the JNCC at the request of either Side.

#### **11. Failure to agree / local disputes procedure**

- (a) Both Sides shall use their best endeavours to reach agreement on matters coming before the JNCC and to settle any differences within the JNCC. It is recognised that it is in everyone's interests for disputes to be resolved as quickly as possible.
- (b) Both Sides shall use their best endeavours to ensure that no action is taken by either Side until an issue has been fully considered under the terms of the dispute procedure and a failure to agree recorded.
- (c) In the event of a dispute arising which cannot be solved immediately, both Sides are committed to maintaining discussion in pursuit of a resolution. Where a "failure to agree" has been recorded in the JNCC, the matter under dispute may be referred to the Local Disputes Procedure (see attachment after paragraph 13).
- (d) A matter may be referred to the national Joint Secretaries for assistance.

#### **12. Review and amendments**

- (a) The arrangements provided for in the Agreement may be reviewed at the written request of either Side, subject to three calendar months' notice.
- (b) Any proposal to amend this Constitution must be approved by a majority of at least two-thirds of the members present and voting at the meeting at which it is moved.

#### **13. Termination**

- (a) Either Side may terminate the Agreement by giving not less than three calendar months' written notice to the other Side.

- (b) Where alternative arrangements are not proposed, the national Joint Secretaries will be invited to conciliate between the two Sides within the notice period.

## Section B16

### LOCAL DISPUTES PROCEDURE

#### 1. Remit

To consider any failure to agree on a matter subject to negotiation where a failure is registered in the JNCC.

#### 2. Membership of Disputes Panel

Panel of three probation board members. Chief Officer (or nominee) to provide professional advice to the Panel.

#### 3. Other Constituents

- Up to three representatives of the Trade Union(s)
- Up to three representatives of Management.

#### 4. Procedure

A Disputes Panel may be requested by the Employer's Side or a recognised Trade Union, subject to the following procedure:

- (a) At least ten working days before the hearing both Sides to submit a written summary of the disagreement.
- (b) The summaries of each Side to be circulated to the other and both to Dispute Panel members.
- (c) The Side requesting the hearing shall put its case first, then be questioned by the other Side and the Panel.
- (d) The other Side shall put its case, then be questioned by the Side requesting the hearing, and the Panel.
- (e) The Sides should sum up in reverse order, then withdraw whilst the Panel considers its judgement.

#### 5. Panel Powers

- (a) Announce the resolution of the disagreement it proposes to recommend to the probation board for decision;
- (b) refer back aspects for further consideration in the JNCC;

- (c) refer to NNC or SCCOG as appropriate for conciliation or other bodies for conciliation, mediation or arbitration (e.g. ACAS).

## Section B17

### **MODEL TIME OFF FOR TRADE UNION DUTIES AND ACTIVITIES/ FACILITIES AGREEMENT**

#### **1. Introduction**

- (a) This agreement has been drawn up between the . . . . . Probation Board and the recognised Trade Unions, acknowledging the statutory obligations on employers laid down in the Trade Union and Labour Relations (Consolidation) Act 1992 in relation to time off for Trade Union duties and activities. It also follows closely and encompasses the advice and guidance set out in the ACAS Code of Practice No 3.
- (b) Officials and members of recognised and independent trade unions are given certain statutory rights to take a reasonable amount of time off from work for various trade union duties and activities. Union officials have the right to reasonable paid time off to carry out union duties, while union members have the right to reasonable unpaid time off to take part in union activities.
- (c) The Agreement is intended to provide a clear framework and guidelines against which applications for time off can be determined, to avoid misunderstanding, facilitate better planning and ensure equality of treatment for all staff of the Service of whatever grade or group and between the recognised Trade Unions.
- (d) All the parties to the Agreement support the system of collective bargaining and the principle, wherever possible, of resolving industrial relations issues and problems by discussion and agreement.
- (e) They accept their joint responsibility for ensuring a well ordered system for the conduct of industrial relations in the interests of the efficient and effective provision of the probation board's services to the courts, service users and the public.

#### **2. General principles**

- (a) The general principles which underpin this Agreement are as follows:

Whilst time off shall not be unreasonably withheld, it must at all times have regard to:

- The operational needs of the Service;

- The principle that the provision should be reasonable within the resources available to the Service and should not impose undue burdens on other employees.
- 
- (b) Requests for and the granting of time off shall be on the basis of as and when appropriate and necessary.
  - (c) There is an overriding acceptance of the need for reasonableness and co-operation on both sides. A final decision on what is “reasonable” shall rest with the Chief Officer (or nominee), who will have regard to the needs of the Service and the staffing position generally. Time off shall be allocated as agreed in the attachment at the end of this Appendix.
  - (d) There is agreement on the number of Trade Union representatives who shall qualify as officials.
  - (e) Maximum possible notice is given wherever possible to the appropriate representative of Management when time off is requested as is reasonable in the circumstances.
  - (f) Trade Union officials specify the nature of the business for which the time off is being requested and the anticipated period of absence.
  - (g) The Trade Unions co-operate in the monitoring of time off taken for such duties.
  - (h) Workload relief is essential to facilitate the granting of time off for specified branch officers to discharge those duties provided for within this Agreement.
  - (i) Time off for officials or members excludes activities which consist of industrial action whether or not in contemplation or furtherance of a trade dispute.

### **3. Time Off for Trade Union Officials**

- (a) Employees of the Service who are officials of those independent Trade Unions recognised by the probation board will be permitted reasonable time off with pay during working hours to undertake trade union duties, subject to prior Management approval and operational exigencies.
- (b) These duties may include:
  - (i) Collective bargaining with appropriate levels of Management of the probation board in respect of terms and conditions of



- employment including JNCC meetings and meetings of the Trade Union representatives;
- (ii) Informing Union members of negotiations or consultations with Management / Employer Side representatives;
  - (iii) Meeting with other officials or with full-time Union officers on matters which are concerned with industrial relations with the probation board;
  - (iv) Interviews with and on behalf of members on grievance and disciplinary matters concerning them and their probation board;
  - (v) Appearing on behalf of members before internal Disciplinary / Appeal Panels of the probation board;
  - (vi) Appearing on behalf of members as witnesses before agreed outside appeal bodies or employment tribunals;
  - (vii) Providing new employees with information about the role of the Union in the probation board's industrial relations structure;
  - (viii) Undertaking the duties of an appointed or elected member who is the holder of high office within a Trade Union, e.g. Branch Secretary, National Chair;
  - (ix) Membership of National Executive Committee or other appropriate national committees / working parties (subject to specific agreement on the amount of time-off to be taken).
- (c) Time off shall be allocated as set out in the schedule attached at the end of this document.
- (d) Requesting Time Off
- (i) The Trade Unions shall inform the Chief Officer (or nominee) in writing of the names of Union officials and the dates of their appointment and the names of the Trade Union officials replaced.
  - (ii) Time off for Trade Union duties will be subject to the following:
    - The Secretary to the JNCC will advise line management of those meetings and working parties which have been arranged and where attendance of Trade Union officials is appropriate.
    - Requests for time off for other duties will be submitted by the Union official to the relevant manager as far in

advance as possible and will indicate the nature of the business for which time off is required, the intended location and the timing and expected duration of time off required.

- Permission will not unreasonably be withheld but shall, at all times, have regard to the exigencies of the Service.
- Time spent on Trade Union business will be recorded by managers who will submit these details to the Personnel Department on a monthly basis.
- Time off for officials involved in industrial relations relating to another probation board will be provided by agreement between the boards concerned.

(e) Training for Union Officials

- (i) Subject to operational needs, Trade Union officials will be allowed reasonable time off with pay to undergo training in respect of industrial relations which is:
  - Relevant to the carrying out of their duties;
  - Approved by the TUC or by the independent Trade Union of which they are a representative.
- (ii) Officials who request time off to undergo relevant training should:
  - Wherever possible, give at least four weeks' notice to Management of nominations for training courses;
  - Provide a copy of the syllabus / prospectus indicating the contents of the training course.

#### **4. Time Off for Trade Union Members**

- (a) Employees of the probation board who are members of the recognised Trade Unions will be allowed reasonable time off work to take part in the following Trade Union activities:
  - (i) To take part as a representative or delegate in meetings of the Trade Union or Annual Conference.
  - (ii) Voting at the workplace in properly conducted Union ballots/elections.
  - (iii) To attend Union meetings called during working hours.

- (iv) Attending workplace meetings to discuss and vote on the outcome of negotiations with the probation board.
- (b) Nevertheless, the probation board may wish to consider paid time off in certain circumstances, for example to ensure that workplace meetings are fully representative.
- (c) Any member of staff considering election to national office must consult the Chief Officer (or nominee) so that satisfactory arrangements for time off can be agreed.
- (d) Requesting Time Off for Trade Union Members
  - (i) Requests for time off for Union activities should be made giving as much notice as possible to Management.
  - (ii) Provided that adequate notice is given and the operational needs of the Service are covered, then reasonable requests for such time off will be granted.

## **5. Trade Union Facilities**

- (a) The probation board acknowledges the need for Trade Union officials to be allowed reasonable time off.
- (b) Facilities for the conduct of Union business will be made available, wherever possible and where resources permit may include:
  - (i) use of office equipment such as fax machines, telephone, photocopiers and computers;
  - (ii) use of the internal mail system;
  - (iii) use of available rooms for union meetings;
  - (iv) secretarial support for typing and copying documents in relation to industrial relations matters;
  - (v) use of existing notice boards.
- (c) In addition, the probation board agrees to provide to the recognised Trade Unions a copy of the agenda and minutes and observer status for a Trade Union representative in the public part of probation board meetings.

## **6. Reimbursement of Expenses**

Trade Union officials will be reimbursed any reasonable additional travelling expenses necessarily incurred in relation to duties undertaken as a consequence of the Joint Negotiation and Consultative Committee Constitution. Such expenses will also be reimbursed when they are required to attend meetings with Senior Management of the probation board in connection with collective bargaining purposes.

## **7. Appeals**

Any question over the implementation or interpretation of this Agreement shall be dealt with initially in accordance with the locally agreed grievance procedure.

## **8. Review**

- (a) The Agreement shall be reviewed annually and amended as necessary after such a review.
- (b) The Agreement may be terminated by the Employers or recognised Trade Unions subject to three months' written notice.

**TO BE COMPLETED AT PROBATION BOARD LEVEL**

**TIME OFF FOR TRADE UNION DUTIES AND ACTIVITIES**

**SCHEDULE FOR TIME OFF**

(a) Trade Union Duties

(b) Trade Union Activities

Workload relief is essential to facilitate the granting of time off for specified branch officers to discharge those duties provided for within this Agreement.

## MONTHLY FACILITY TIME SHEET RECORD Month ending 2014

Name	Date	Actual Time Off Taken	Venue	Reason for Facility Time*

**Name:**

**Signed:**

**Date:**

### **\*Reason for facility time**

Please select from the following categories:

- Specific Working Group (please state name of group)
- Presenting training
- Attending training
- Individual representation e.g. discipline, capability, grievance, terms and conditions
- Collective representation e.g. Management of Change (please state reason)
- General advice to members
- Conference/seminar
- Preparation time (please state reason for preparation)
- Job Evaluation
- Attendance at management groups
- Local Health & Safety committee
- National activity e.g. NEC, NNC, representing external employee
- Communication and consultation with members
- Other (please detail)

## Section B18

### MODEL DOMESTIC ABUSE POLICY

#### Policy Statement

1. [ ] Probation Board, recognises, as an employer, that domestic abuse is a serious issue and affects many people's lives. This policy applies to employees as victims and perpetrators. The overwhelming majority of victims are women and therefore women make up the main group who need support. However, this policy also applies to men.
2. This policy sets out what the [ ] Board hopes to achieve in relation to domestic abuse and recognises that domestic abuse takes place in a range of situations, including:
  - Where a woman is the victim
  - Where a man is the victim
  - Heterosexual, bisexual, transgender, lesbian and gay relationships
  - Where the victim is a child or young person under 18 years old
  - Where the victim is a vulnerable adult e.g. an older or disabled person
3. This policy also sets out how the Board will respond to employees who are perpetrators of domestic abuse.

#### Definition

4. The term domestic abuse shall be understood to mean any form of violence or abuse that takes place within a present or former intimate relationship. The relationship may be with a partner, family member or carer. The violence may include physical, sexual, emotional or financial abuse. Typically, the abuse forms a pattern of coercive or controlling behaviour which escalates in frequency and severity over time.
5. Whilst in theory anyone can experience domestic abuse, crime statistics and research shows that, in reality, domestic abuse is gender specific. In the great majority of cases the perpetrator is male and the victim is female. Domestic abuse is not limited to any particular social group or class; it occurs across the social spectrum, regardless of age, race, ethnic or religious group, disability or lifestyle. Abuse can take place in a variety of relationships and is occasionally perpetrated by women against men. Abuse and multiple discrimination can be faced by those who fall into more than one group.
6. In the United Kingdom, 3 million children witness domestic abuse every year (Carrol 1994). There is now overwhelming evidence to suggest that simply witnessing domestic abuse can have serious detrimental effects upon the

well-being and development of children, in both the short and the long term; children are also often the innocent victims of domestic abuse.

7. The Home Office stated in 2001 that “Compared with men, women are more likely to experience domestic abuse at some point in their lives, more likely to experience repeat victimisation, more likely to be injured and to seek medical help, more likely to experience serious threats and more likely to be frightened and upset.”
8. Examples of domestic abuse include:
  - Physical abuse, e.g. slapping, pushing, kicking, punching and stabbing, attempted murder or murder;
  - Sexual abuse, i.e. rape and non-consensual sex acts;
  - Emotional or psychological abuse, e.g. intimidation, isolation, verbal abuse, humiliation, degradation, not allowing friends or relatives to visit or phone, destruction of belongings, threat of legal sanctions, e.g. deportation, custody of children etc;
  - Financial abuse, denial of rights or restriction of personal freedom, e.g. withholding money or medical help.

### **Facts about domestic abuse**

9. There is a great deal of research that can be accessed. Here are some facts:
  - 1 in 4 women will experience domestic abuse at some time in their lives (Council of Europe 2002);
  - In the UK, 2 women are killed every week by current or former partners. (Campaign against Domestic Violence website);
  - Women are raped, stabbed or beaten every six seconds (Campaign against Domestic Violence website);
  - Every minute in the UK, the police receive a call reporting violence in the home (from the public asking for assistance for Domestic Violence) (Stanko 2000);
  - Home Office research states that there are more repeat victims than any other crime (on average there will be 35 assaults before a victim calls the police).

### **Benefits for victims who are in work**

10. For many victims who are able to work (they may sometimes be prevented from doing so), work is essential for them to survive. Not only does it provide them with money, but also acts as a respite from the violence and abuse at home. It can also help them to retain some self-esteem and independence.
11. The workplace can make an important contribution to the safety of women, but only when employers and colleagues have an understanding of the effects



of domestic abuse on all aspects of a woman's life. Having a policy will ensure that staff are aware of the Board's commitment to take positive action in cases of domestic abuse and will encourage an environment in which victims can feel safe to speak about the problem and obtain appropriate support. This will also, hopefully, encourage victims to seek help sooner rather than later.

## **Aims**

12. The aim of this policy is to ensure that every employee who is a victim of domestic abuse and who raises the issue with the organisation will be treated promptly, fairly and with regard to personal safety and confidentiality and to set out the employer's response should a member of staff be alleged or found out to be a perpetrator of domestic abuse.

## **Objectives**

13. The objectives of this policy are to:
  - To assist and support employees who approach the organisation for help in addressing problems arising from domestic abuse;
  - To ensure those employees seeking assistance are confident their situation will be handled with understanding and sensitivity and with the seriousness it warrants;
  - To ensure that all cases brought to the attention of the organisation will be treated confidentially by those involved;
  - To raise awareness of domestic abuse and ensure a consistent approach across the area;
  - Set out what the organisation will do if employees are found to be perpetrators of domestic abuse.

## **Legal Obligations and the Board's Duty of Care**

14. The Board acknowledges that it has a duty of care to the mental health and well being of its employees (H&S at Work Act 1974) and it will treat domestic abuse in the same way as any other health hazard and assess risks to mental health and well being when necessary.
15. The Board acknowledges that the individual's right to confidentiality is paramount. The organisation will ensure that employees know that maintaining confidentiality is of crucial importance to the safety of those experiencing domestic abuse.
16. The organisation will only involve other agencies or share information with the consent of the person concerned, unless:
  - It is required to do so by law or
  - The sharing of information is necessary for the protection of children

17. For employees experiencing and receiving support for domestic abuse, it will remain confidential as far as it is reasonably practicable within our duties as an employer.

## Strategy

### Implementation plan

18. The table below identifies the tasks to enable implementation:

Task	Deadline	Responsibility
Identification of local domestic abuse agencies, for both victims and perpetrators	To be defined by Area	Human Resources
Devise and print information leaflets	“	Human Resources
Essential training for all Managers	“	Training Unit
Awareness training for all employees and Board Members	“	Training Unit

### Identification of the problem

19. Whilst it is the responsibility of the individual to recognise they are a victim of domestic abuse, due to the fear, shame and guilt associated with the problem the organisation is aware that victims find it difficult to seek help and support. Consequently, the organisation will take a proactive approach to the issue and be aware of some of the signs that may indicate domestic abuse, for example:

- Employee becoming withdrawn/depressed
- Frequent submissions of self-certified absences
- Reduced quantity/quality of work
- Conduct out of character
- Employee's partner frequently contacting them at work
- Visible bruising/injury

20. It is important to remember that any of the above may arise from a range of circumstances and are not exclusive indicators of domestic abuse.

### How the Board will offer support to victims

21. Any employee disclosing domestic abuse will be given advice on a range of services that may provide specialist help and support. They will also be given assistance to access these services should they require it. In recognition of the fact that some people will find it difficult to approach their line manager or Human Resources in the first instance the organisation will identify and provide training for colleagues who could act as the first point of reference. The fact that many victims may have suffered several assaults and types of abuse before raising the issue should be borne in mind.
22. Line managers/Human Resources will consider granting extended or special leave for employees experiencing domestic abuse.
23. Absences from work arising from domestic abuse will be treated sympathetically and will be taken into account as mitigating circumstances for sickness absence management, disciplinary/capability purposes and regarding pay.
24. Time to attend appointments to obtain advice or support regarding domestic abuse will be facilitated as far as possible given the exigencies of the organisation.
25. Relocation or redeployment may be considered by the organisation if both the employee and the employer think this may help. It should be recognised that some work settings may be more difficult than others e.g. Approved Premises and managers should be sensitive about the type of work they allocate to someone in this position.
26. Human Resources will publish and keep up to date information, including contact numbers of agencies who could help such as Domestic Abuse Projects, and housing and benefits agencies, both via the Intranet and on a paper basis.
27. Where an employee's personal safety is at risk within the work setting, the organisation will assist the employee in putting together a personal safety plan. In some instances this may need to address the safety of colleagues. If the employee's personal safety is at immediate risk, consideration should be given to involving the police at an early stage. The personal safety plan will be an individualised plan and those involved in devising it will agree it with the victim.
28. All managers will receive training on the policy and signs to look out for so that they are able to support employees experiencing domestic abuse.
29. Confidential counselling services are available through the organisation and may be accessed by victims of domestic abuse.

## **Staff Roles and Responsibilities**

30. Employees who are experiencing domestic abuse may not feel able to tell people at work of their situation or approach their manager with problems in the first instance. However, as a result of other issues, such as frequent absence from work, poor performance, or an employee's partner frequently contacting her/him at work, a manager or colleague may become aware of the situation. In these circumstances a manager should consider if there is an underlying cause, such as domestic abuse, and take this into account in considering how to deal with the situation. A colleague must consider the value of alerting the manager to their concerns.
31. If there is an underlying cause which has been identified, then offering appropriate support may mean that the employees are able to deal with their situation more effectively.
32. Where the victim's perpetrator is appearing in court then the organisation will handle the situation with as much sensitivity and confidentiality as possible.

### **The Role of Managers**

33. Managers need to develop a sensitive approach and ensure the employee is offered support if domestic abuse is an issue that has been disclosed to them. When dealing with a report of domestic abuse from an employee, managers should:
  - Ensure discussions take place in private and are confidential as far as possible.
  - Take the employee seriously, taking time to listen to her/him, believing what s/he tells you and ensuring a non-judgemental approach.
  - Understand that an employee may wish to involve a third party, such as a colleague, trade union representative or friend, rather than speak to her/his line manager.
  - Be aware that there may be a variety of discriminatory issues facing the employee because of her/his age, gender, sexuality, ethnic background, race or disability
  - Explore what support is available, explore options, and support the employee in whatever s/he then decides to do.
  - As managers have a duty to maintain a secure environment for all employees, it may be necessary to explore, with the employee concerned, the possibility of informing colleagues of potential risks. If the employee agrees to this approach, colleagues should be reminded that the information is confidential.
  - Managers must not make a personal rather than a managerial commitment to resolve an issue for a member of staff.

### **How the Service will deal with Perpetrators**

### **Position Statement**

34. This section of the document has been devised to outline the organisation's policy in relation to employees who are convicted of offences involving domestic abuse, those against whom an allegation has been made or those who come forward who are presenting concerns about their behaviour within an intimate relationship.
35. Domestic abuse perpetrated by probation personnel will not be tolerated under any circumstances nor will it be treated as a purely private matter which is of little or no concern to the organisation. However the organisation recognises that it can have a role in encouraging and supporting employees address offending/problematic behaviour of all kinds and will treat any allegation or conviction on a case-by-case basis for disciplinary purposes.
36. The [ ] Board will not be involved in "mediation" between an alleged domestic abuse perpetrator and victims and other family members. The needs of staff who are perpetrators and their families should be dealt with separately.
37. When faced with staff members who have been convicted of an offence involving domestic abuse, those against whom an allegation has been made or those who come forward who are presenting concerns about their behaviour within an intimate relationship, the organisation will take into account the following:
- Protecting adult and child victims, potential future victims, members of the public, probation staff from the effects of further violence, serious injury and death.
  - Ensuring that staff who commit domestic abuse related offences are held accountable.
  - Upholding public confidence in the integrity of the National Probation Service as a whole.
  - Upholding public confidence and the confidence of victims in reporting domestic abuse and in the organisation's response to domestic abuse.

Note: The organisation will not be involved in the supervision of someone convicted of offences involving domestic abuse who is, or has been, an employee. A protocol will be developed with neighbouring areas to deal with these cases.

## **Code of Conduct**

38. The role of the [ ] Board within the Criminal Justice System gives rise to the expectation of a high standard of integrity, personal conduct and discipline in its entire staff, including trainees and volunteers working within it, whilst at the same time treating all people fairly, openly and with respect.
39. Confidence and credibility are fundamental to the effective performance of the primary task of working constructively with offenders in the community. It is, therefore, very important that all staff on appointment exercise standards which meet those required by the organisation.

40. The Code of Conduct is intended to inform all staff irrespective of grade of the standards of conduct expected of them. It identifies a set of principles governing behaviour by which staff are expected to abide.
41. Whilst the Code of Conduct does not, itself, constitute a set of disciplinary rules and any disciplinary action thought necessary by management will be taken in accordance with the relevant procedures, any failure to adhere to this Code of Conduct will be taken into account in such procedures.
42. Staff are expected at all times to present high standards of personal integrity, conduct and appearance that will not reflect adversely on the organisation and its reputation.

### **Application of the Code of Conduct**

43. Line managers have an obligation to their staff. On the occasions when a line manager may note, or become aware of, some aspect of a staff member's behaviour which gives rise for concern, they have a duty to observe and, if necessary, act. On these occasions this will trigger discussions with Senior Management and Human Resources.

### **Criminal Proceedings**

44. The [ ] Board has adopted a policy regarding the notification of criminal proceedings by all members of staff.
45. The organisation's policy requires any member of staff who has criminal proceedings instituted against them to notify the organisation immediately.
46. The notification will be to the line manager and from there to Senior Management and Human Resources.
47. Criminal Proceedings include:-
  - (a) a charge of a criminal offence
  - a. a summons or a warrant to appear before any Criminal Court
  - b. a caution in respect of any criminal offence
48. The organisation will consider any criminal proceedings notified by members of staff and decide whether or not any further action is necessary.
49. In the event of an acquittal i.e. a not guilty plea being sustained, it would not be appropriate for the organisation to retain that information in respect of criminal proceedings on a personal file.
50. Failure to disclose criminal proceedings could result in disciplinary action.

51. Criminal cases involving domestic abuse will be looked at on a case by case basis depending on the nature and the severity of the offence.
52. Where a decision is made not to suspend, the organisation will consider restricting duties such as excluding an employee from any matters relating to domestic abuse, child protection or sexual offences.
53. If the organisation becomes aware of an alleged domestic abuse situation and both the perpetrator and victim are employees, it will take steps to ensure that safety in the workplace is paramount for the person being abused and all other employees.
54. Confidentiality can have a bearing on safety. If an alleged abusive partner working in the same location suspects that home circumstances have been disclosed at work, this could conceivably cause problems for the partner or colleagues in the workplace. In certain circumstances it may be appropriate or necessary for the organisation to activate the workplace policy on Harassment and Bullying.

### **Civil Proceedings**

55. There is an expectation that an employee of the organisation will inform the employer of the existence of any domestic abuse related civil orders (under the Family Law Act 1996 or Protection of Harassment Act 1997) or child contact restrictions against an alleged abuser and any recorded breaches of such orders/restrictions. Breaches of civil non-molestation orders are now a criminal offence.

### **Non-Criminal Incidents, Allegations and Suspensions**

56. The above are difficult to define as it is not easy to determine the degree of criminality involved nor are they susceptible to one-off solutions. There is a natural tendency to underestimate what is going on in family situations. Staff becoming aware of unreported incidents of domestic abuse, or receiving allegations or having suspicions thereof, should report the matter to their line manager in the first instance.

### **Referral to External Agencies**

57. It is not appropriate for the organisation to offer the alleged perpetrator counselling and guidance. If it is agreed by employer and employee that structured intervention would be a beneficial course of action the organisation will refer the employee to an approved service provider.

### **Bullying and Harassment**

58. The [ ] Board's policy on Bullying and Harassment can be found at [ ].

## **The Role of the Human Resources Units**

59. The effects of domestic violence can impact employees in many ways such as punctuality, attendance, Health & Safety, work performance and productivity. The Human Resources Unit will ensure that the availability of confidential support for victims and perpetrators is widely publicised on notice boards, Intranet and that a list of named contacts both internal and external specialist agencies is regularly updated and available for employees to access. A list of some national agencies providing support for victims and perpetrators is attached as Annex A.
60. The Human Resources Unit will provide guidance to employees and/or managers relating to the Domestic Violence Policy and ensure effective integration with other HR policies such as Sickness/Absence, Disciplinary, Bullying & Harassment and Health & Safety.
61. The Human Resources Unit should also be involved in the selection of named contacts who may act as the first point of contact for staff who are subject to domestic abuse issues.

## **Options for Action**

62. The following list is neither exhaustive nor mandatory:
  - Improving security measures, such as changing keypad numbers
  - Reminding all employees, particularly reception and administrative staff, not to divulge information about other employees, especially personal details such as addresses and telephone numbers
  - Where reasonably practicable, particularly where the alleged perpetrator is a colleague, consider offering temporary or permanent changes in workplace
  - Considering work times and patterns so as to ensure the employee is less at risk at work and on their journeys to and from work. This could include changes to the office layout to ensure that the employee is not visible from reception points or from ground floor windows
  - Offering changes in specific duties
  - Agreeing what to tell colleagues and how they should respond if the abuser rings or calls at the workplace. Providing colleagues with a photograph of the abuser and other relevant information, such as car registration numbers, may help to maintain security in the workplace
  - Making sure that the systems for recording employee whereabouts e.g. home visits, meetings, are adequate and considering how risks can be minimised. Examples could be changing duties or allowing another colleague to accompany them on certain journeys
  - Recording all incidents of violence or threatening behaviour in the workplace, including persistent phone calls, e-mails or visits to an employee by an alleged perpetrator.
  - Considering requests for alternative working arrangements



- Considering paid or unpaid time off for employees who have disclosed that they are experiencing domestic abuse
- Considering, at the employee's request, changing payment arrangements if their abuser has access to their finances or is applying financial pressure on them • Considering, with the employee's consent, referring them to an appropriate agency
- Providing advice on support mechanisms
- Consider how sensitive information and risk assessments are stored and accessed

## Annex A

### Table of useful websites and telephone numbers

If you ever feel you are in immediate danger, dial **999**

<b>Women's Aid</b>	National charity working to end domestic violence against women and children, by promoting the protection of abused women and children and supporting a range of national and local specialist domestic violence services. <b>Tel: 0808 2000 247</b> <a href="http://www.womensaid.org.uk">http://www.womensaid.org.uk</a>
<b>National Domestic Violence</b>	Access to emergency refuge accommodation and information service Helpline run in partnership with Women's Aid and Refuge  <b>Tel: 0808 200 0247</b> <a href="http://www.crimereduction.gov.uk">http://www.crimereduction.gov.uk</a>
<b>Refuge</b>	For women and children against domestic violence <b>Tel: 0808 2000 247</b> <a href="http://www.refuge.org.uk">http://www.refuge.org.uk</a>
<b>Home Office Domestic Violence Pages</b>	Facts, figures and helpline information <a href="http://www.homeoffice.gov.uk">http://www.homeoffice.gov.uk</a>
<b>Zero Tolerance</b>	Independent charity which campaigns for the prevention of male violence against women and children. <a href="http://www.zerotolerance.org.uk">http://www.zerotolerance.org.uk</a>
<b>Victim Support</b>	Nation charity which helps people affected by crime.  <b>Victim Supportline - Tel: 0845 30 30 900</b> <a href="http://www.victimsupport.org.uk">http://www.victimsupport.org.uk</a>

<b>Specialist Women's Helplines</b>	<b>Jewish Women's Aid</b> <b>Tel: 0800 59 12 03</b> <a href="http://www.jwa.org.uk">http://www.jwa.org.uk</a>  <b>Southall Black Sisters</b> <b>Tel: 020 8571 9595</b> <a href="http://www.multikulti.org.uk">http://www.multikulti.org.uk</a>
	<b>Muslim Women's Helpline</b>  <b>Tel: 0800 032 7587</b>  <a href="http://www.mwhl.org">http://www.mwhl.org</a>  <b>Asian Women's Resource Centre</b>  <b>Tel: 020 8961 6549</b>  <a href="http://www.asianwomencentre.org.uk">http://www.asianwomencentre.org.uk</a>
<b>Gay/Lesbian/Bisexual/Transgender Helplines</b>	<b>MALE (Men's Advice Line &amp; Enquiries)</b>  <b>Tel: 0845 064 6800</b>  <a href="http://www.mensadvice.org.uk">http://www.mensadvice.org.uk</a>  <b>Broken Rainbow Tel: 08452 60 44 60</b> <a href="http://www.broken-rainbow.org.uk">http://www.broken-rainbow.org.uk</a>  <b>London Lesbian and Gay Switchboard</b> <b>Tel: 020 7837 7324</b> <a href="http://www.llgs.org.uk">http://www.llgs.org.uk</a>
<b>SOLA</b>	Survivors of Lesbian Abuse (in conjunction with Women's Aid) <b>Tel: 0808 2000 247</b> <a href="http://www.womensaid.org.uk">http://www.womensaid.org.uk</a>

<b>Emergency Help</b>	<p>Call your local Social Services Emergency Duty Team [                      ]</p> <p>Your local police station [                      ]</p>
<b>Samaritans</b>	<p>The Samaritans is a national charity that provides 24-hour confidential emotional support for anyone in crisis. The Samaritans has introduced a single national telephone to link up all branches with one easy to remember, low cost number: <b>08457 909 090</b>. Callers will still be able to use their local</p>
	<p>branch number if they wish [                      ].</p> <p><a href="http://www.samaritans.org.uk">http://www.samaritans.org.uk</a></p>
<b>Freecall message home</b>	<p>This is a confidential, non-traceable service for those who have left home but want to pass on a message to family and friends without communicating directly. Anyone escaping domestic violence can use this service without having to give details of where they are. This is a free service.</p> <p><b>Tel: 0500 700 740</b></p>
<b>The National Child Protection Helpline (NSPCC)</b>	<p>This is a free, confidential service for anyone concerned about children at risk, including children themselves. The service offers counselling, information and advice. Help and advice for adults – <b>Tel: 0808 800 5000</b> Help for                      children                      – <b>ChildlineTel: 0800 1111</b> <a href="http://www.nspcc.org.uk">http://www.nspcc.org.uk</a></p>
<b>Imkaan</b>	<p>A national second-tier initiative focusing on training, strategic advocacy and policy development and capacity-building for the specialist Asian Women's Refuge sector. <b>Tel: 020 7434 9945</b> <a href="http://www.imkaan.org.uk">www.imkaan.org.uk</a></p>

<b>Foreign &amp; Commonwealth Office</b>	Advice on forced marriages: <b>Tel: 020 7008 1500</b> <a href="http://www.fco.gov.uk">http://www.fco.gov.uk</a>
<b>Reunite</b>	Advice, information and support to parents, guardians, and family members who have had, or who fear, child abduction. <b>Tel: 0116 2556 234</b> <a href="http://www.reunite.org.uk">http://www.reunite.org.uk</a>
<b>Domestic Violence Intervention Project</b>	Counselling and support to male perpetrators of domestic violence who wish to break their cycle of abuse. A support service is also available to the female partners of those undergoing counselling. <b>Tel: 020 8563 7983</b> <a href="http://www.dvip.org.uk">http://www.dvip.org.uk</a>
<b>Respect</b>	To promote education, support and research amongst projects and individual practitioners who
	are: undertaking intervention work with perpetrators of domestic violence; and undertaking support work in associated women's services. <b>Tel:020 8563 8523</b> <a href="http://www.respect.org.uk">http://www.respect.org.uk</a>
<b>Trade Unions</b>	Napo [local reps to be entered as appropriate]  UNISON  GMB  National numbers can be found in the NAPO directory.
<b>Staff Support Networks</b>	[to be completed locally]

## Section B19

### MODEL CAREER BREAK POLICY

#### Introduction

1. This policy has been written with a view to avoiding any adverse impact it may have on any individual by reason of their ethnic origin (in accordance with the Race Relations (Amendment) Act 2000), disability, gender, sexual orientation, age, belief, marital status, caring responsibilities or chosen working pattern. It is not believed that this policy will have any such adverse impact on workers for any of these reasons. Future reviews of this policy will revisit this evaluation, and it may become subject to a full Impact Assessment examining workforce data and compliance information.
2. The [ ] Probation Board values its employees and seeks to retain them but also recognises that at various stages during an individual's working life, domestic, community, educational and other public service commitments could affect her or his ability to fulfil work responsibilities. The [ ] Probation Board recognises these potential pressures and is therefore committed to providing opportunities for employees to balance work and other aspects of their lives.
3. The following scheme has been agreed by the NNC and in common with other NNC model policies should be the subject of discussion between individual Boards and recognised trade unions with a view to reaching local agreement.

#### Review

4. This scheme will be regularly reviewed by the Joint Negotiating and Consultative Committee of the [ ] Probation Board in accordance with its equal opportunities monitoring procedure.
5. This scheme will also be subject to regular review by the NNC. Any comments about this policy may be forwarded to the NNC Joint Secretaries for consideration at any time.

#### Policy

6. It is the [ ] Probation Board's policy that no employee should be treated less favourably as a result of taking a career break. In this respect it will:
  - provide continuity of employment during the career break but with the suspension of certain contractual provisions
  - arrange for the employee to return to the job in which s/he was employed under her/his original contract of employment or to a suitable alternative vacancy on terms and conditions not substantially

- less favourable than those which would have applied had s/he been able to return to the job in which s/he was originally employed
- maintain contact during the career break and provide appropriate refresher training on return. It is expected that maintaining contact is an equal obligation on the individual.

7. The introduction of career breaks does not affect the arrangements for short periods of special leave (paid or unpaid) to enable staff to deal with domestic problems.

### **Scope**

8. This scheme applies to all employees of the [ ] Probation Board who are covered by NNC arrangements.

### **Length of Career Break**

#### Unpaid leave of one to five years (career breaks)

9. The Career Break Scheme is available to employees who wish to take unpaid leave for a continuous period of one to five years. A member of staff may apply for more than one career break during her or his service provided that the combined lengths of the breaks do not exceed the maximum limit of five years.

### **Eligibility**

10. An employee of the [ ] Probation Board will be eligible to apply for a career break provided that:
  - S/he has been employed by the [ ] Probation Board for a continuous period of five years at the date of application
  - S/he has a satisfactory health, attendance, performance and conduct record (but difficulties relating to family illness and commitments may be taken into account)
  - The line manager is satisfied that s/he intends to resume her/his career within the next five years.

### **AND**

- a minimum period of three months' notice is given;
- there are no disciplinary, capability or complaint matters outstanding against the applicant;
- there are no known outstanding work commitments which would affect the preferred date of commencement.

11. The application is likely to fall into one of the following categories but a Board may grant a Career Break for some other reason should it so decide:

- It immediately follows a period of unpaid maternity leave
- Caring for dependents
- Studying for a degree or qualification
- For approved Voluntary Service

### **Procedure**

12. All applications for a career break should be made in writing to the individual's line manager (form attached at Appendix A). An initial meeting should be held with line management before a recommendation is made about whether or not to approve the request. In particular, line managers should ensure that the applicant fully meets the criteria listed above. The final decision for approving career breaks will rest with [ ].
13. In normal circumstances a decision on the application must be made within 28 days of receipt of the application.
14. The application will be forwarded to [ ] through the HR Department who will attach a note of any other relevant details to ensure that all applications are treated consistently and fairly. Every effort will be made to consider and decide applications within three months of the request being made.
15. The commencement and return dates must be approved before the period of the Career Break commences.
16. Once the career break has been approved, HR will confirm the terms and conditions of the break in writing.

### **Application for a career break following maternity leave**

17. An individual can apply for a career break to follow on immediately from a period of unpaid maternity leave. If a career break does follow on immediately (at which point it is expected that any entitlement to unpaid maternity leave has been exhausted) the individual will not be expected to repay any enhanced maternity payments which may have been received. The individual will only be required to return these payments if she resigns at any time during the career break or fails to return for a minimum of twelve weeks at the end of the break.

### **Terms and Conditions**

18. Any member of staff applying for a career break should be aware of the following:

- During a career break individuals will continue to be contractually bound as employees of the [ ] Probation Board, including matters of conduct, secondary employment, and non-disclosure of confidential information. It is also important that any changes in personal circumstances, involvement in legal proceedings or criminal convictions are reported in the usual way as required by the [.... ] Probation Board.
- The career break period does not qualify as reckonable service for pension or for incremental purposes. A 'stop the clock' principle is operated such that although the career break does not accrue benefits, those already accumulated are preserved and built upon when the individual returns to work. Before applying for a career break, individuals should seek advice as appropriate to determine the effect that the proposed change will have on their pay, pension, National Insurance contributions and other benefits.
- When an application to take a career break has been agreed, the annual leave entitlement for the period of the annual leave year while the individual is at work will be recalculated pro rata to the full year allowance. Any outstanding leave entitlement must be used before the career break commences. The same calculation will be used when the individual returns to work.
- It is not expected that a career break will be approved for individuals who have exceeded their leave entitlement for the appropriate period.
- During a career break, the individual is not entitled to any paid holiday or sick pay.
- career break periods do not count towards re-qualifying for paid sickness absence once the employee is back at work.
- time spent on a career break will count only for the purposes of continuous service in respect of calculating those benefits which are determined by length of service.

#### Outstanding advances of salary/loans

19. A condition of granting a career break will be that any outstanding amount of advances of salary or loans made e.g. season ticket advance, car purchase loan must be repaid before the commencement of the career break.



### Essential Car User Allowance

20. The lump sum allowance will be suspended during a career break.

### Lease car users

21. Employees who have lease cars have the choice of either terminating the lease early, in which case a termination fee will be charged, or to pay increased payments up to the total cost of the lease car agreement. It is essential that where an employee is considering a career break, the matter is discussed with the appropriate Finance or HR manager to clarify the position.

### Employment during a career break

22. Individuals will not be permitted to take a career break simply to take up alternative employment. However, individuals who need to obtain employment to support themselves financially may do so but on a casual basis only. Any employment undertaken during a career break must be authorised by the Board before employment commences. Specifically, any employment in any capacity within the National Probation Service is not appropriate for individuals on a career break.

### Pregnancy during a career break or period of extended unpaid leave

23. If the individual becomes pregnant during a career break she must notify her line manager. Staff on career breaks who become pregnant are not eligible for contractual paid maternity leave but may qualify for statutory benefits. The normal statutory notification procedure must be observed and it may be that the entitlement in practice may be nil (i.e. where weekly earnings in the 8 week period up to and including the qualifying week do not meet the required threshold).

### Statutory leave and pay entitlements

24. As the primary reason for the absence is a career break, the above entitlements do not apply.

### Applications for transfer or promotion during a career break

25. Individuals are entitled to apply for any published vacancies, either on promotion or as a sideways move, within the area. Any such application will be subject to the normal internal recruitment and selection procedures. If appointed, the career break will come to an end.

### Keeping in touch

26. The onus for keeping in touch during the course of a career break rests as much with the individual as with the organisation. The appropriate HR Manager will be responsible for co-ordinating the arrangements to distribute information about the Service to every individual who is on a career break.
27. Before starting leave individuals must register a permanent address or provide some person or agency through which they can be contacted throughout the duration of the break.
28. Individuals on a career break may be invited, or in certain circumstances required, to attend training days. Payment will be made at the individual's existing salary point. Refusal to undertake such training without good reason may lead to termination of the career break by the [ ] Probation Board.
29. If an individual fails to keep in touch with her/his manager or with HR during a career break without providing sufficient reason, the individual will be notified that her/his continued employment is at risk.
30. If an individual fails to return at the end of a career break without informing the line manager or HR, the Board will take reasonable steps to notify the individual in advance of an effective date of dismissal and the individual will be invited to make contact with her/his line manager in advance of that dismissal taking effect.

#### Return to work

31. Three months before the agreed date of return the individual should contact the appropriate manager to discuss her/his return to work. On return it may not be possible for an individual to return to the job which they previously held. Every effort will be made to find a similar job. If this is not possible, s/he may be required to take up an alternative job at the same substantive rate of pay and with the same terms and conditions, on a mark-time basis, until a suitable job becomes available.
32. Employees may be required to work at a different location upon return to work although the usual considerations in respect of the suitability of the location and the individual's preferences will apply. In such circumstances the employee will not be entitled automatically to claim removal or relocation expenses.
33. If an individual is unable to return to work on the agreed date, the Head of HR must be notified immediately. A career break will not normally be extended but where exceptional circumstances exist the application will be considered on its merits.
34. Employees will be required to complete a health assessment questionnaire prior to her/his return to work.

35. Prior to the employee's return to work, the line manager will draw up an appropriate induction and training plan.

#### Early return to work

36. An individual who wishes to return earlier than the agreed date may do so provided at least three months' notice is given **and** a suitable job is available. No guarantee can be given that the individual will be allowed to return to work before the end of the agreed break.

#### General

37. It should be noted that unless otherwise stated the principles and procedures contained within this document are not entitlements and may only be granted at the discretion of line management and then within the limits specified.
38. The number of employees permitted to participate in this scheme at any one time will be at the discretion of the Chief Officer or designated senior manager who will take account of such factors as organisational need, and the potential difficulty in replacing specialist skills. In this context there may be a limit to the number of employees who can be permitted to be away from the organisation on career breaks at any one time. Applications will be refused once these limits are reached.
39. It is important that all records are maintained, both locally and within HR, of all applications for unpaid special leave or career breaks. The appropriate record must be attached to the personal file.

#### **Appeal**

40. If it is not possible to agree an application for career break, clear reasons will be provided and these will be discussed with the individual. Alternative ways of meeting the individual's needs will also be considered if at all possible.
41. If the applicant is not satisfied with the decision, s/he should initially attempt to resolve any difficulties with her/his line manager in consultation with HR.
42. In the event that the individual remains dissatisfied with the decision, a grievance should be registered in accordance with existing procedure.

**Appendix A**

**Career Break Application Form**

Name: ..... Job Title: .....

Unit: ..... Contact No: .....

Home Address: .....

.....

Work Telephone No: .....

Home Telephone No: .....

**Your Career Break:**

I would like my career break to commence on: .....Date

**and** I shall return to work on: ..... Date

**Reason For Career Break:**

*Please give full reasons why you are applying for a career break:*

*Please detail the other options you have explored as an alternative to a career break and say why these are unsuitable:*

I confirm that I have read the document entitled 'Career Break Policy' and understand that acceptance of my application will lead to a change in the terms and conditions of my contract of employment.

I confirm that I have considered the effect of this request on:

- ⑨ my pay;
- ⑨ my tax and National Insurance Contributions;
- ⑨ my pension;
- ⑨ my holiday entitlement and other statutory and contractual benefits.

I understand that I will be expected to keep in touch by maintaining contact with my line manager and/or nominated HR contact.

I understand that I may be invited, or in certain circumstances required, to attend training days while on my career break for which I will be paid at the existing salary point. I also understand that refusal to undertake such training without good reason may lead to termination of the career break by the [ ] Probation Board.

**\* For Applicants for Career Breaks Immediately Following Unpaid Maternity Leave only:**

I understand that you expect me to return to work for [ ] Probation Board at the end of my career break to complete a minimum of three months' paid employment.

I undertake to pay back, if asked, any salary or wages you pay me for my maternity leave (excluding any Statutory Maternity Pay) if I do not return to work as expected for the required period.

I declare that the information I have given is correct and complete.

Signed: ..... Date: .....

***One copy of this form should be given to your line manager and one forwarded by you to Human Resources for information.***

Please note that this application and all associated correspondence will be kept on your personal file and only used in accordance with the provisions of the Data Protection Act 1998.

**Before completing this form you may wish to consult Human Resources and/or your trade union representative as acceptance of your application will result in changes to your contract of employment.**

Manager's Recommendation:

I met [ ] on [ ] to discuss this application for a career break.

***My comments on the suitability of the applicant for the scheme are as follows:***

\* I confirm that [ ] meets all the eligibility criteria for the scheme and recommend that the application be approved. **OR**

\*I confirm that [ ] does not meet the eligibility criteria for the scheme as follows: .....

.....

I therefore recommend that the application be refused. **OR**

\*I confirm that [ ] meets all the eligibility criteria.

- For the following reasons I cannot agree the application [specify reason why application cannot be agreed]. .....
- I discussed with [ ] alternative ways of meeting [her/his] needs. These were:
- At the meeting on [ ] we did discuss alternative solutions, none of which were found to be acceptable to both the organisation and [ ].

***\* Please delete as appropriate***

Line Manager's Name: .....Job Title: .....

Contact No: .....

Signed: ..... Date: .....

***Completed form to be forward to [name of CO or designated senior manager] through HR.***



## Appendix B

### **Career Break Agreement Letter** *(to be signed by decision maker).*

***To be completed within 28 days of receipt of the application and following consultation with HR.***

Dear

#### **Application for Career Break**

I am pleased to confirm that your application for a career break has been agreed. [HR] will be writing to you formally to vary your contract of employment within ten working days.

Yours sincerely

***One copy of this letter should be given to the employee and the line manager, and one should be forwarded to Human Resources with a covering note requesting that the formal paperwork be completed.***



## Appendix C

### Model Temporary Variation of Contract Letter

Dear

#### Career Break

I am pleased to confirm formally that your application for a career break has been approved as follows:

Date of commencement of Career Break: .....

Date of return from Career Break: .....

Please note the following:

1. You agree to be bound by the provisions of the [ ] Probation Board's Career Break Scheme at present in force.
2. Your entitlement to pay and other benefits as appropriate and in accordance with the terms and conditions of the [ ] Probation Board's Career Break Scheme at present in force will be suspended during the period of the Career Break.
3. You agree to notify your manager, in writing, at least three months in advance of your date of return if it is proposed to be earlier than that originally agreed. Whilst the Board will make all reasonable efforts to accommodate your early return, if requested, you acknowledge that this is at the discretion of the employer and that you may have to defer return to the original date or another mutually agreed date.
4. Should you wish to extend the period of your Career Break you will notify your manager, in writing, at least three months before the break is due to expire. You understand that any such request will be considered depending on the individual circumstances and organisational needs.
5. You accept that you may be required to undertake training whilst on the Career Break, being given at least one month's notice, for which payment will be made. You also agree to keep up-to-date with current working practices.
6. You accept that you may be required to undertake appropriate training on re-entry to the Area.

7. You agree not to take any other paid employment except on a casual basis and without the express permission of [ ] Probation Board prior to commencing any such employment. You understand that any employment within the National Probation Service is not appropriate for individuals on a career break.
8. You understand that, with the exception of statutory maternity leave and pay, you are not entitled to statutory leave and pay rights, the purpose of which requires you to be absent from work by reason of that express purpose.
9. You have investigated and understand the consequences of a career break for pension and/or National Insurance contributions purposes prior to commencement of your career break.
10. You understand that should you be required to work at a different location upon your return to work, you will not be entitled to claim any removal and relocation expenses.

HR to add paragraph to include:

Calculation of pro rata annual leave entitlement to be used before commencement of career break; confirm arrangements for paying off season ticket loan etc and any other pay arrangements; name of nominated HR contact; etc.

Please sign and return one copy of this letter to me. You should keep the other copy with your contract of employment as it constitutes a variation of the terms of your contract. I am also enclosing a 'Keeping in Touch' form for your completion, signature and return.

It only remains for me to wish you well for your career break.

Yours sincerely

---

To be returned to: .....

I hereby confirm that I have read, understood and accepted the contents of this letter. I have retained a copy for my records.

Name: .....

Signature: .....

Date: .....

## Appendix D

### Career Break Rejection Letter *(to be signed by decision maker)*

***To be completed within 28 days of receipt of the application and following consultation with HR.***

Dear

#### **Application for Career Break**

Following receipt of your application and your meeting of [ ] with [ ], I have considered your application for a career break.

I am sorry but I am unable to agree your request for the following reason(s):

.....  
.....

**OR**

I am sorry but I am unable to agree your request for the following reason(s):

.....  
.....

*(Include the detail of alternatives discussed at the meeting and why they are also inappropriate).*

However, we discussed the alternative of [ ] and I am happy to agree that we proceed with that proposal.

\* \* \* \* \*

I know you will be disappointed with this decision. In accordance with the provisions of the scheme, I am happy to discuss the reasons in further detail if that would be helpful to you. Thereafter, if you remain dissatisfied with the decision, you have the right to register a grievance in the normal way.

Yours sincerely

***One copy of this letter should be given to the employee, the line manager and Human Resources.***

## Section B20

### MODEL NNC RETIREMENT POLICY

#### Introduction

1. The [ ] Probation Board operates a contractual normal retirement age of 65 years for all its employees. Other than in wholly exceptional circumstances it is expected that all employees will retire at age 65 years
2. In accordance with the Employment Equality (Age) Regulations 2006 the Board is required to have a mandatory procedure in place which operates in lieu of the statutory dismissal and disciplinary procedure. To comply with the above legislation the Board has a formal duty to notify employees of the date of retirement and a duty to consider requests to work beyond retirement age from employees. It is under no obligation to agree such requests.

#### OR

1. The [ ] Probation Board operates a contractual normal retirement age of 65 years for all employees. However, it believes that employees should, wherever possible, be permitted to continue working for as long as they wish and are able to do so effectively. For this reason, [ ] Probation Board does not propose to impose a compulsory retirement age and will consider any requests to continue working beyond the normal retirement age on a case by case basis.
2. To that end the [ ] Probation Board will support employees, within financial, operational and planning constraints, who seek to choose their retirement date which may be before or after their normal retirement date. It also recognises the importance of a retirement policy which is not discriminatory on the grounds of age.
3. This policy has been written with a view to avoiding any adverse impact it may have on any individual by reason of their ethnic origin (in accordance with the Race Relations (Amendment) Act 2000), disability, gender, sexual orientation, age, religion and belief, marital status, caring responsibilities or chosen working pattern. It is not believed that this policy will have any such adverse impact on employees for any of these reasons. Future reviews of this policy will revisit this evaluation, and it may become subject to a full Impact Assessment examining workforce data and compliance information.
4. This policy complies with the Employment Equality (Age) Regulations 2006.

#### Scope

5. This policy applies to all [ ] Board employees.

6. The normal retirement age for the purposes of this policy is governed by the contract of employment. In [ ], the normal retirement age is 65 years.

### **Informal Stage**

#### **[to be omitted where retirement at 65 years generally enforced]**

7. HR will write to employees at least 12 months in advance of their 65<sup>th</sup> birthday to ask them to consider their retirement intentions and suggesting that they discuss these with their line manager. They will also be given details of their statutory right to request to continue working beyond their 65<sup>th</sup> birthday. The opportunity will also be provided for them to discuss the possibility of reducing their hours (and pay) or flexible working. Where the business need exists, this may be possible in their current post but that cannot be guaranteed. In addition pre-retirement information will be provided including details of pre-retirement courses where they are available.

### **Formal 'Duty to Consider' Procedure**

8. HR will write to employees no earlier than twelve months and no later than six months before their 65<sup>th</sup> birthday to give notice of the intended date of retirement and of the employee's right to request not to retire. This letter will advise employees to contact their pension provider if they want an estimate of their pension benefits.

### **Application to work beyond the normal retirement age**

9. Where an employee wishes to apply to work beyond the normal retirement age, an application to work beyond her/his 65<sup>th</sup> birthday should be submitted to her/his line manager between three and six months prior to the notified date of retirement. In accordance with the legislation, the employee's application should state whether the employee wishes to continue to work: (a) indefinitely (b) for a stated period or (c) until a stated date. The application will then be forwarded with line management's comments within five working days to the Head of HR. Only one request may be made in relation to each intended retirement date.
10. If necessary, for example where the request cannot be immediately agreed, the line manager, accompanied by HR, will meet the employee within ten working days to explain any concerns and to make it clear that [ ] Probation Board may wish to continue with the retirement. A decision will be made following the meeting, taking into account the employee's representations and the general needs of the organisation. The outcome of the request will be communicated to the employee in writing as soon as it is reasonably practicable to do so after the meeting.

11. The employee is entitled to be accompanied at this meeting by a trade union representative or workplace colleague. In order to comply with statutory requirements such a meeting will take place in all cases where the application to continue working is to be refused. Employees can request to postpone the meeting if their chosen companion is unable to attend on the original date and time suggested. The meeting can be postponed until a date that is within seven calendar days from the day after the original meeting was scheduled.
12. Subsequent applications should be made three months prior to the date of the agreed extension. Consideration of each application will be on the basis of individual and organisational circumstances at the time but will always include consideration of the employee's attendance record and conduct.
13. Employees who are over 65 years of age and who have applied successfully to remain in employment will be:
  - a. Subject to the same capability, conduct and attendance standards as those applying to other employees;
  - b. Subject to the same performance management and development procedures as other employees;
  - c. Provided with the same training and development opportunities as other employees (including the same considerations of value for money);
  - d. Considered for employment and promotion opportunities in the same way as other applicants (including the same considerations of length of service possible in any new post and value for money)
14. Employees should contact their local pension provider to obtain personal advice and assistance regarding their entitlements if they wish to apply to continue in employment beyond the normal retirement age.
15. Where employees have applied successfully to work beyond their 65<sup>th</sup> birthday, HR will confirm this in writing. As soon as HR are notified of the employee's intention to retire and the date, it will notify the pension provider and write to the employee three months before the actual date of retirement, confirming their last day of service. It is expected that any outstanding leave will normally be taken before the last day of service.
16. Where employees fail to respond to the correspondence sent by HR it will be assumed that they intend to retire on their 65<sup>th</sup> birthday (subject to reasonable care being taken to ensure that the employee has actually received the correspondence).

### **Right of Appeal**

17. The [ ] Board is under no statutory obligation to agree an application to work beyond the normal retirement age nor, if such an

application is rejected, to explain why. Where an application is rejected, this will be confirmed in writing, the date of retirement restated and details of the statutory right of appeal included.

Note: Whether to do so is entirely at the discretion of each individual Board although it is considered good practice to provide a reason.

18. An employee has the statutory right of appeal in respect of a decision not to agree the application or where the [ ] Board has proposed a new intended date of retirement which is less than that originally requested.
19. An employee wishing to appeal should write formally to the Head of HR, giving full details of the grounds of appeal, within 10 days of being notified of the decision not to agree the application or to amend the requested intended retirement date.
20. HR will arrange for the appeal to be heard by the relevant ACO/Director, or, where appropriate, the Chief Officer, within 15 working days of receipt of the appeal. The senior officer hearing the appeal will be advised by a representative of HR and the employee may be accompanied by a Trade Union representative or workplace colleague.
21. If the appeal is upheld, the employee should be notified of this in writing together with confirmation of how long the employee's employment will continue - indefinitely or for a stated period of time.
22. In compliance with the statutory provision, there is no further right of appeal.

### **Flexible Retirement**

23. The possibility of flexible retirement exists within the Local Government Pension Scheme. An employee who, rather than continuing to work full-time until the normal retirement age, wishes, for example, to move to part-time working or to a lower graded post, may, subject to the [ ] Probation Board's consent, elect to draw any pensions benefits already accrued whilst still receiving a salary in respect of the reduced hours or changed
24. Agreement by the [ ] Probation Board to an employee's request for flexible retirement will only be given where there is no cost to the Board i.e. there will be no pension enhancement.
25. Where an employee wishes to consider flexible retirement, an application should be submitted to her/his line manager at least six months' before the intended date. The application should state what option is being requested, from which date together with any other relevant details. The application will then be forwarded with any additional comments by the line manager to the



Head of HR for a decision which will take account of the employee's circumstances and organisational needs.

26. It is the employee's responsibility to seek her/his own advice in respect of pension entitlements when considering making use of this provision.
27. If the application is agreed, HR will write formally to the employee and liaise as appropriate with the pensions office. It is expected that any annual leave entitlement, outstanding TOIL etc relating to the former role or hours will have been used prior to the new arrangements taking effect.
28. If it is not possible to agree an application for flexible retirement, clear reasons will be provided and these will be discussed with the individual. If the applicant is not satisfied with the decision, the provisions of the Grievance Procedure will apply.

### **Monitoring and Review**

29. This procedure will be reviewed at two-yearly intervals.
30. The Head of HR is responsible for monitoring and ensuring the effective use of this procedure and for identifying any organisational issues requiring attention. Information on applications to work beyond the normal retirement age will also be reviewed annually in accordance with legislative requirements including the Race Relations (Amendment) Act.



## Section B21

### **MODEL UNSATISFACTORY ATTENDANCE PROCEDURE (1) - SHORT TERM AND/OR PERSISTENT ABSENCE**

#### **Introduction**

1. [ ] Board/Trust is committed to dealing with sickness absence fairly and with understanding and to providing appropriate support to members of staff through line management, HR and occupational health facilities. It does however have to balance organisational needs with the needs of individuals and there may be instances where the incidence of sickness absence by a member of staff becomes unsustainable and formal action is required. The purpose of the Unsatisfactory Attendance Procedure is to assist employees to improve their attendance to an acceptable level and, where possible and practicable, help them to remain in work.
2. Managers must ensure that they are conversant with the Good Attendance and Sickness Absence Management Policy Statement before considering whether taking formal action is appropriate. Managers must take into account the individual circumstances in every case and consult with HR as appropriate. This is of paramount importance when dealing with a member of staff who has a disability, advice on which is given in the document entitled 'Good Attendance and Absence Management: Guidance for Managers'.
3. This procedure deals with addressing frequent short term and/or persistent absences (i.e. where each period of absence is less than 28 calendar days and the employee has returned to work) where informal attempts to improve attendance have been unsuccessful. A separate procedure addresses long term absence i.e. where the employee has been absent continuously for at least 28 calendar days.
4. This procedure applies to all staff appointed to [ ] Board/Trust other than staff who have not yet been confirmed in post for whom separate arrangements exist. It has been written with a view to avoiding any adverse impact it may have on any individual by reason of their ethnic origin, disability, gender, sexual orientation, age, belief, marital status, caring responsibilities or chosen working pattern. It is not believed that this procedure will have any such adverse impact on employees for any of these reasons. Future reviews of this procedure will revisit this evaluation. An Equality Impact Assessment has been written for this procedure.
5. The Unsatisfactory Attendance Procedure to address short term and/or persistent absence is a formal three stage process consisting of:

**Stage One: Improvement Notice** - followed by a review period of six months/other defined period to give the employee an opportunity to improve attendance to a satisfactory level (the First Improvement Notice review period);

**Stage Two: Final Improvement Notice** - followed by a further period of review to give the employee another opportunity to improve to a satisfactory level (the final Improvement Notice review period);

**Stage Three: Consideration of Dismissal** - when attendance fails to improve following a Final Improvement Notice.

### **Levels of sickness absence that could trigger Stage One**

6. The earliest point at which Stage One of the Unsatisfactory Attendance Procedure will be considered is recommended to be 10 working days' absence in total or 5 separate absences in the preceding 12 month period.
7. There may also be cases where sickness absence levels have exceeded the triggers, but no previous Improvement Notice has been issued. In these cases, the line manager, in consultation with HR, will commence with Stage One of this procedure.
8. For part-time employees, the triggers are calculated on a pro-rata basis.

No of days worked per week	No of days' absence in a 12 month period after which formal action should be considered	No of separate absences in a 12 month period after which formal action should be considered.
5	<b>10</b>	5
4	<b>8</b>	5
3	<b>6</b>	5
2	<b>4</b>	5
1	<b>2</b>	5

### **Stage One**

9. Where an employee has incurred the level of absence identified in local triggers, the line manager will write to invite the employee to a sickness absence review meeting to discuss their sickness absence. An HR representative may also attend this meeting.
10. The letter from the line manager will:
  - explain the reason for the meeting and that in the interests of fairness and consistency a sickness absence review meeting is held with any employee

meeting the stated levels of sickness absence regardless of any prior knowledge of the circumstances;

- inform the employee of possible outcomes of the meeting and that this procedure might ultimately lead to dismissal;
- give at least five working days' notice of the meeting;
- set out details of the absences, including a copy of all relevant documentation, e.g. copies of return to work interview notes and Occupational Health advice;
- inform the employee that they have the right to be accompanied by a trade union representative or workplace colleague. If the employee or their representative is unable to attend the first scheduled meeting date they have the right to ask that the meeting be re-arranged once, but only up to a further five days;
- advise the employee that if they refuse or fail to attend the meeting without good reason a decision may be made in their absence. Line managers will take advice from HR in these circumstances.

## **The Meeting**

11. The purpose of the meeting is to explain clearly why there is concern at the employee's incidence of sickness absence, to explore with the employee the reasons for the absence and to give the employee the opportunity to comment and put forward any explanation for the absence.
12. There are three potential outcomes from the meeting. These are:
  - that no further action will be taken;
  - that a referral to the Occupational Health would be appropriate; and/or
  - that a First Improvement Notice will be issued.
13. At the meeting the line manager will listen carefully to any information presented and representations made by the employee before considering what action is appropriate. The line manager will inform the employee of the decision at the end of the meeting or as soon as reasonably practicable following it.
14. On occasion it may be appropriate for the line manager to defer the decision pending a referral to Occupational Health and receipt of the subsequent report. (NB. Referral to OH is to support the employee to improve their attendance and/or to help to identify any underlying health issues.)
15. The line manager will confirm the outcome of the meeting to the employee. This written confirmation will include a summary of the discussion at the meeting.
16. Where the decision is that a First Improvement Notice should be issued, the line manager must write to the employee confirming:
  - the issue of a First Improvement Notice;

- the reason for it;
  - that their attendance will be kept under review for six months/other defined period at which time a further meeting will be held;
  - that further absence within the review period may lead to a Final Improvement Notice being issued;
  - that they have a right of appeal.
17. Where the decision is that, in the circumstances and after having listened to the employee, it would not be appropriate to issue a First Improvement Notice, the line manager will confirm the outcome in writing to the employee together with the main points discussed at the meeting and the details of any other actions agreed.
18. In every case a copy of the letter must be sent to HR for retention on the employee's personal file.

### **Appeal against the issuing of a First Improvement Notice**

19. If the employee considers that the First Improvement Notice has been issued inappropriately, they have the right of appeal.
20. The employee should write to the second line manager within five working days of being notified of the decision, setting out clearly and fully the reasons why they considers the First Improvement Notice to have been issued inappropriately.
21. The appeal, at which the employee has the right to be accompanied by a trade union representative or workplace colleague, will be heard by the second line manager (who will be at least Pay Band 5 level) within 10 working days of the written appeal being received, unless otherwise agreed with the employee and their representative.
22. The outcome of the appeal will be confirmed in writing to the individual within five working days of the appeal hearing. This decision will be final.

### **First Improvement Notice Review Period**

23. The review period, which will normally be up to six months/other defined period, is the period following a First Improvement Notice which gives the employee an opportunity to show that they can achieve the required level of attendance. The start date of the review is the date on which the meeting took place and/or the date on which the decision to issue an Improvement Notice was taken. This period remains unchanged in the event of an appeal being lodged.
24. Where, following the review period, attendance is judged to have improved sufficiently, a meeting should be convened to inform the employee of this. The outcome of the meeting should be confirmed in writing and a copy of the letter

forwarded to HR for retention on the personal file. However, if after reaching a satisfactory level of attendance, this then deteriorates to an unsatisfactory level, the First Improvement Notice may be reissued or Stage 2 invoked without the need to go through the earlier stages of the procedure. It is expected that the employee will be informed of this at a meeting at which they may be accompanied.

25. If the level of attendance has not improved sufficiently and there is no evidence of an underlying medical condition, Stage Two of the Unsatisfactory Attendance Procedure should be invoked.

## **Stage Two**

26. Where, following the agreed review period, satisfactory attendance has not been achieved and/or maintained, the employee will be invited to attend a Stage Two review meeting. The employee will be informed in writing at least five working days in advance of this meeting of the issues to be discussed and given the opportunity to be accompanied by a trade union representative or workplace colleague. A representative of HR will also be present at any such meeting.

27. The letter from the line manager will:

- invite the employee to attend a meeting;
- inform the employee of the possible outcomes and that continuing poor attendance might ultimately result in dismissal;
- give at least five working days' notice of the meeting;
- set out details of the absences, including a copy of all relevant documentation, e.g. copies of return to work interview notes and Occupational Health advice;
- refer to the previous Improvement Notice;
- inform the employee that they have the right to be accompanied by a trade union representative or workplace colleague. If the employee or their trade union representative/companion is unable to attend the first scheduled meeting date they have the right to ask that it be re-arranged once, but only up to a further five days;
- advise that if the employee refuses or fails to attend the meeting without good reason a decision can be made in their absence. Line managers must take advice from HR in these circumstances.

28. There are three potential outcomes from the meeting. These are:

- that no further action should be taken - although the employee should be reminded that their absence may still be kept under informal review;
- that a referral to Occupational Health will be arranged prior to a decision being taken and/or
- that a Final Improvement Notice should be issued.

29. At the Stage Two review meeting, the details of the aspects of the incidence of sickness absence which are giving cause for on-going concern should be fully discussed. The employee should also be reminded of any steps previously taken to try to improve their attendance.
30. The employee will be offered the opportunity to explain the reasons for their poor attendance. If the explanations offered are not acceptable, a Final Improvement Notice should be issued to the employee within five working days of the meeting.
31. At the meeting the line manager should listen carefully to any information presented and representations made by the employee before considering what action is appropriate. The line manager will inform the employee of the decision at the end of the meeting or as soon as reasonably practicable following it. As stated above, the decision may be deferred pending a referral to occupational health and receipt of the subsequent report.
32. The written confirmation will include the main points discussed at the meeting.
33. It is likely that a Final Improvement Notice will be issued where there has been an insufficient improvement in attendance, taking account of all the circumstances.
34. Where the decision is that a Final Improvement Notice should be issued, the line manager must confirm in writing to the employee:
  - the issue of the Final Improvement Notice;
  - the reasons for it;
  - that their attendance will be kept under review for a further period
  - that further absence within the review period may lead to dismissal;
  - that they have a right of appeal.
35. Where the decision is that, in the circumstances and after having listened to the employee, it would not be appropriate to issue a Final Improvement Notice, the line manager should confirm the outcome in writing to the employee together with the main points discussed at the meeting and the details of any other actions agreed.
36. In every case a copy of the letter must be sent to HR for retention on the employee's personal file.

### **Appeal against the issuing of a Stage Two Final Improvement Notice**

37. If the employee considers that the Stage Two Final Improvement Notice has been issued inappropriately, they have the right of appeal.



38. The employee should write to the second line manager within five working days of being notified of the decision, setting out clearly and fully the reasons why they consider the Final Improvement Notice to have been issued inappropriately.
39. The appeal, at which the employee has the right to be accompanied by a trade union representative or workplace colleague, will be heard by the second line manager (who should be at least Pay Band 5 level) within 10 working days of the written appeal being received, unless otherwise agreed with the employee and their representative.
40. The outcome of the appeal will be confirmed in writing to the individual within five working days of the appeal hearing. This decision will be final.

### **Final Improvement Notice Review Period**

41. The review period is the period following the issuing of a Final Improvement Notice that gives the employee an opportunity to show that they can achieve a satisfactory level of attendance. The start date of the review is the date on which the interview took place and/or the date on which the decision to issue a Final Improvement Notice was taken. This period remains unchanged in the event of an appeal being lodged.
42. If, following the review period, attendance is judged to have improved sufficiently, a meeting should be convened to inform the employee of this. The outcome of the meeting should be confirmed in writing and a copy of the letter forwarded to HR for retention on the personal file. However, if after reaching a satisfactory level of attendance, this then deteriorates to an unsatisfactory level, the Final Improvement Notice may be reissued or Stage 3 invoked without the need to go through the earlier stages of the procedure. It is expected that the employee will be informed of this at a meeting at which they may be accompanied.
43. If the level of attendance has not improved sufficiently and there is no evidence of an underlying medical condition which would prohibit regular attendance, Stage Three of the Unsatisfactory Attendance Procedure should be invoked and consideration given to dismissal.

### **Stage Three – Consideration of Dismissal**

44. Where the level of absence during the review period continues to cause concern, the line manager should refer the matter to the relevant Senior Manager who will invite the employee to a meeting to discuss their sickness absence.

45. The letter from the Senior Manager must:

- require the employee to attend a meeting to discuss the matter – clearly stating that a possible outcome of this meeting is dismissal;
- give at least five working days' notice of the meeting;
- set out details of the absences, including a copy of all relevant documentation, e.g. copies of return to work interview notes and Occupational Health advice;
- refer to previous Improvement Notice(s);
- inform the employee that they have the right to be accompanied by a trade union representative or workplace colleague. If the employee or their representative is unable to attend the first scheduled meeting date they have the right to ask that it be rearranged once, but only to a further five days.
- advise that if the employee refuses or fails to attend the meeting without good reason a decision may be made in their absence. The Senior Manager must take advice from HR in these circumstances.

46. The appropriate HR representative must be present at the Stage Three meeting to advise the Senior Manager on procedural and sickness absence management measures. The final decision/recommendation rests with the Senior Manager

47. The purpose of the meeting is to allow the employee or their representative to make any representations about the reasons for the continuing poor attendance to the Senior Manager. The Senior Manager should listen carefully to any points made by the employee and then consider whether a decision to dismiss/recommendation for dismissal is appropriate. If the required improvement has not been achieved and/or sustained by this stage, then the likelihood is that it will be. In certain circumstances it may however be considered appropriate exceptionally to agree a third and further final review period

48. The Senior Manager should inform the employee of the decision at the end of the meeting or as soon as reasonably practicable following it.

49. In conveying the decision, the Senior Manager must confirm in writing to the employee:

- the reason(s) for their decision
- if the decision is not to dismiss, what further action is proposed;
- the period of notice the employee will be given (if the decision is to dismiss);
- the right of appeal.

- 50. A copy of the letter should be sent to HR for retention on the employee's personal file.
- 51. The Senior Manager will also write to the employee setting out the main points discussed at the meeting.

### **Appeal against dismissal**

- 52. The employee has the right of appeal in respect of the decision to dismiss and this will be confirmed in writing to her/him, together with any other exit administration details, by HR.

### **Records and Confidentiality**

- 53. On the conclusion of the Unsatisfactory Attendance Procedure (at any stage) all the original paperwork will be passed to HR for retention on the personal file.
- 54. HR will maintain a central secure record of all formal cases dealt with under this procedure to include grade and job title of the individual, EO monitoring data and a note of the outcome.
- 55. This information will be reviewed annually with particular reference to whether the number of staff with a disability are disproportionately represented in the case work. The outcome of the review will be reported to the Board and to staff representatives to identify whether any matters of concern exist.

### **Monitoring and Review**

- 56. This procedure will be reviewed at two-yearly intervals.
- 57. The Head of HR is responsible for monitoring and ensuring the effective use of the procedure and for identifying any organisational issues which may require attention.

June 2009



## Section B22

### MODEL UNSATISFACTORY ATTENDANCE PROCEDURE (2) - LONG TERM ABSENCE

#### Introduction

1. [ ] Board/Trust is committed to dealing with sickness absence fairly and with understanding and to providing appropriate support to members of staff through line management, HR and occupational health facilities. It does however have to balance organisational needs with the needs of individuals and there may be instances where the incidence of sickness absence by a member of staff becomes unsustainable and formal action is required. The purpose of the Unsatisfactory Attendance Procedure is to assist employees absent through long term sickness to return to and remain in work where possible.
2. Managers should always consider whether taking formal action is appropriate, taking into account the individual circumstances in every case and consulting with HR as appropriate. This is of particular importance when dealing with a member of staff who has a disability, advice on which is given in the document entitled 'Good Attendance and Sickness Absence Management: Guidance for Managers'
3. This procedure deals with addressing long term absence i.e. where the employee has been absent continuously for at least 28 calendar days. A separate procedure exists for addressing frequent short term and/or persistent absences (i.e. where each period of absence is less than 28 calendar days and the employee has returned to work).
4. This procedure applies to all staff appointed to [ ] Board/Trust other than staff who have not yet been confirmed in post for whom separate arrangements exist.
5. It has been written with a view to avoiding any adverse impact it may have on any individual by reason of their ethnic origin, disability, gender, sexual orientation, age, belief, marital status, caring responsibilities or chosen working pattern. It is not believed that this procedure will have any such adverse impact on employees for any of these reasons. Future reviews of this procedure will revisit this evaluation. An Equality Impact Assessment has been written for this procedure.
6. The Unsatisfactory Attendance Procedure to address long-term absence comprises four key steps as follows:

Step One: Referral to Occupational Health ordinarily at 28 calendar days' continuing absence

Step Two: Case Conference ordinarily at two months' continuous absence/recorded decision not to convene a case conference

Step Three: Case Conference ordinarily at six months' continuous absence

Step Four: Case conference/Referral to Senior Manager at 11 months' continuous absence/dismissal meeting

7. As soon as it becomes clear that the employee's absence is likely to be longterm, the line manager will seek to establish through regular contact with the employee how long the absence is likely to last in order to inform next steps. Occupational Health advice should be sought, each individual employee treated sympathetically, sensitively, fairly and each case considered on its own merits. Where possible and practicable, the employee will be referred for an assessment by Occupational Health after 28 calendar days' continuous absence if this has not already happened.
8. Keeping in regular contact is a responsibility for both the line manager and the employee who should additionally let their line manager know immediately if there is any change in their medical condition

## **Case Conferences**

9. The [ ] Probation Board/Trust consider it essential that a case management approach should be adopted in all cases of long-term absence. Case conferences are integral to this approach and should be routinely used to review the current position, take stock of and plan next steps. The purpose of a case conference is for line management to discuss with the employee what progress has been made and what the prognosis is in terms of the individual's return to work. A case conference is also helpful in exploring whether there are any other measures of support available which could assist recovery and an early return to work. Details of all actions taken and planned will be recorded and retained on the personal file to inform all future discussions and actions. (Case conferences should not of course be the only contact between the employee and line manager.)
10. Consideration should be given to case conferences being held after two, six and 11 months' absence respectively. Other time frames may be more appropriate to the individual circumstances. If it is decided that it is appropriate in all the circumstances to hold a case conference, the employee should be invited and a mutually acceptable date, time and location agreed. The employee should be informed that they may, if they

- wish, be accompanied by a trade union representative or workplace colleague.
11. At the case conference the line manager will be supported by a representative of HR. The line manager may invite any other relevant persons to participate in the case conference where their specialist knowledge would be helpful.
  12. Where it is decided to hold a case conference but the nature of the employee's illness (e.g. they may be in hospital or immobile) prevents their attendance, they must be kept informed of progress in writing, and given the opportunity to make a contribution in writing.

### **Step One – Referral to Occupational Health**

13. When an employee has been absent continuously for 28 calendar days, the line manager will arrange for them to be referred to Occupational Health and a full brief sent to the Occupational Health provider prior to the consultation date. A copy of the brief will be sent to the employee.

### **Step Two - Case conference after two months' continuing absence**

14. Where the employee is likely to be or has been absent for at least two months, the line manager will consider convening the first of what may become a series of case conferences to ensure that all necessary and appropriate absence management action has been taken. In deciding whether to convene a case conference at this stage, the line manager will consider, for example, the following factors:
  - nature of the illness
  - prognosis
  - the medical information available
  - the employee's personal circumstances
15. Where it is decided to convene a case conference after two months' (or other appropriate period depending on the circumstances) continuous absence, the line manager should write to the employee accordingly. The letter should:
  - outline the reasons for the case conference copying any relevant documentation e.g. OH report;
  - invite the employee to attend a case conference to discuss the matter;
  - propose a mutually acceptable date, time and location;
  - inform the employee that they may be accompanied by a trade union representative or workplace colleague.
16. At the case conference the following matters will be discussed with the employee:

- progress made and prognosis;
- referral to Occupational Health
- any support available which could offer to help assist recovery and facilitate a return to work;
- information on when and how the employee's pay entitlement will be affected if the absence continues;
- the process of formal monitoring during long-term absence;
- the importance of regular contact and communication.

17. The line manager will write to the employee after the case conference to confirm the main points discussed at the meeting.

### **Step Three - Case Conference at six months' continuous absence**

18. If the employee remains absent six months after first reporting sick, the line manager will invite the employee to a case conference. The letter should:

- refer to previous case conference (where appropriate) and outline the reasons for convening a second case conference, copying any relevant documentation e.g. Occupational Health report;
- invite the employee to attend a case conference to discuss the matter
- propose a mutually acceptable date, time and location;
- inform the employee that they may be accompanied by a trade union representative or workplace colleague.

19. At the case conference the line manager will discuss with the employee:

- progress made since the last case conference;
- prognosis;
- how their continuing absence is giving cause for concern;
- support available to help the employee return to work ;
- current Occupational Health advice, particularly in relation to possible adjustments which could be made to the working environment;
- the feasibility of a temporary or permanent change in the employee's working hours or pattern of work which might facilitate an early return to work;
- a temporary or permanent change in the individual's duties, if there is more suitable alternative work available;
- whether it would be helpful to provide any special aids or equipment;
- the process of formal monitoring during long term absence and that, in accordance with organisational policy, should the absence continue for 11 months without an agreed and/or acceptable return to work date, formal consideration will be given to whether the absence can continue to be sustained by the organisation.
- that a possible outcome of the above might be the need for a dismissal meeting;



- whether early retirement on the grounds of ill health should be explored.
20. The line manager will write to the employee to confirm the main points discussed at the meeting.

**Step Four - Referral to the Senior Manager at 11 months' continuous absence/Consideration of Dismissal Meeting**

21. Where the employee has been absent continuously for 11 months and there is no agreed return to work date, the line manager should refer the matter to the appropriate Senior Manager together with all the relevant documentation including an up to date Occupational Health report.
22. Depending on all the circumstances of the case, the Senior Manager will decide whether a dismissal meeting should be convened to consider the employee's continued employment.
23. If it is decided that consideration should be given to terminating the employee's employment, they will be required to attend a consideration of dismissal meeting. The letter will include the following:
- reference to previous case conferences together with copies of any relevant documentation e.g. Occupational Health report
  - confirmation that the dismissal meeting has been convened to consider the employee's continued employment and the outcome may be dismissal;
  - at least five working days' notice of the meeting should be given;
  - inform the employee that s/he has the right to be accompanied by a trade union representative or workplace colleague. If the employee or their trade union representative/colleague cannot attend the first scheduled meeting date they have the right to re-arrange the meeting once, but only to within a further five working days;
  - advise that if the employee refuses or fails to attend the meeting without good reason a decision may be made in their absence. The Senior Manager must take advice from HR in these circumstances.
24. An appropriate representative of HR will be present at the dismissal meeting to advise the Senior Manager with whom however the final decision on dismissal rests.
25. The purpose of the meeting is to allow the employee or their representative to put forward any reasons why dismissal should not ensue.
26. The Senior Manager should listen carefully to any representations made by the employee and then consider whether a decision to dismiss is appropriate in all the circumstances. The Senior Manager should inform the employee of their decision at the end of the meeting or as soon as reasonably practicable following it.

27. The Senior Manager will write formally to the employee within five working days of the meeting to confirm:
- the reason(s) for their decision;
  - if the decision is not to dismiss, what further action is proposed;
  - the period of notice the employee will be given(if the decision is to dismiss) the right of appeal.
28. A copy of the letter should be sent to HR for retention on the employee's personal file.
29. The Senior Manager will also include written confirmation of the main points discussed at the meeting.

### **Appeal against dismissal**

30. The employee has the right of appeal to the Chief Officer/a panel of Board Members against dismissal and the process for this will be confirmed in writing to them, together with any other exit administration details, by HR.

### **General**

31. In finding a resolution to long term sickness absence, and depending on the circumstances of the individual case, it may not be practicable or necessary to hold a case conference at Step Two and/or Step Three.
32. Where the employee remains absent after 11 months but there is a clear and agreed date of return, a final case conference should be convened to agree and put in place all the arrangements necessary for the employee's successful and sustained returned to work.

### **Records and Confidentiality**

33. On the conclusion of the Unsatisfactory Attendance Procedure (at any stage) all the original paperwork will be passed to HR for retention on the personal file.
34. HR will maintain a central secure record of all formal cases dealt with under this procedure to include grade and job title of the individual, EO monitoring data and a note of the outcome.
35. This information will be reviewed annually with particular reference to whether the number of staff with a disability are disproportionately represented in the case work. The outcome of the review will be reported to the Board and to staff representatives to identify whether any matters of concern exist.

## **Monitoring and Review**

36. This procedure will be reviewed at two-yearly intervals.
37. The Head of HR is responsible for monitoring and ensuring the effective use of the procedure and for identifying any organisational issues which may require attention.

June 2009

## SECTION C – GUIDANCE

Section	Content
<a href="#">C1</a>	Geographical Supplement Scheme
<a href="#">C2</a>	Market Forces Supplement Scheme
C3	Obsolete. Not to be re-used
<a href="#">C4</a>	Flexible Working: The Right to Apply – Statutory Rights
<a href="#">C5</a>	Statutory Adoption Leave and Pay
<a href="#">C6</a>	Statutory Paternity Leave and Pay
<a href="#">C7</a>	Part-time Employees - Guidance on the Entitlement to and Calculation of Bank and Public Holiday Leave
<a href="#">C8</a>	Selection for, Calculation and Payment of Acting and Special Responsibility Allowances
C9	Obsolete. Not to be reused
<a href="#">C10</a>	Statutory Parental Leave





## **Section C1**

### **GUIDANCE: GEOGRAPHICAL SUPPLEMENT SCHEME**

#### **Introduction**

1. A Geographical Supplement (GS) is an addition to the pay of a group of posts at specific location(s) within a probation trust area.
2. For a GS to be applicable there must be clear evidence of high living costs in the travel to work area that are higher than those of staff living in neighbouring areas together with major comparative recruitment and retention problems at the locations.

#### **National Scheme**

3. It will be open to probation trusts and/or trade unions to make an application to the NNC to request that an area or locality within an area be covered by a geographical supplement; that an existing supplement be changed; or that an existing supplement be withdrawn.

Unilateral submission to the NNC should only be made in exceptional circumstances after local negotiating procedures have been completed. Following authorisation by the NNC, supplements should be reviewed at least annually and a Business Case must be submitted every three years to justify the continued payment of a supplement. Where continued payment is no longer justifiable, or a lower payment is more appropriate, the payment should be withdrawn or the value adjusted, subject to a notice period of three months.

4. A Business Case must have been submitted to the NNC and have been approved before the GS can apply to employees in the areas/localities concerned. Applications may be for the whole or part of an area.

A GS is expressed as a cash sum and is separately identifiable from basic pay. It ranks for pension purposes but is not enhanced when either unsocial or excess hours are worked. In the interests of transparency, GS payments are not paid through the salary spine.

5. A GS that has been approved will be implemented from the date of formal submission to the NNC.

#### **London Allowance**

6. London Allowance will continue to be paid to relevant employees and the Geographical Supplement Scheme will not be applicable to these employees.

## Procedure

7. The NNC will consider submissions in accordance with the following procedure:

i) Submission Stage one

The Business Case must provide evidence that:

- Costs for staff living in the travel-to-work area covered by the proposed Geographical Supplement are significantly greater than for staff living in neighbouring travel to work areas; and
- Comparative recruitment and retention problems have existed, over a significant period of time that have seriously adversely affected service delivery; and
- Annual staff turnover is significantly higher than that currently applicable across both the UK public and private sectors, and

The Business Case should include:

- a. The level of Geographical Supplement being sought and the location(s) to which it will apply;
- b. Details of the parties who are making the application and a named person and contact details should it be necessary to obtain further information;
- c. Explanation as to why a Geographical Supplement is needed and what it will achieve that other pay or non-pay strategies cannot;
- d. Information, including examples, as to how service delivery is being seriously adversely affected over a significant period of time across the location(s) for which the Geographical Supplement is being sought. Initiatives already in place to address explicitly these problems must also be included;
- e. Information on Market Forces Supplements that are already being paid at the relevant locations;
- f. Description of any other pay and/or non-pay initiatives used to recruit and retain staff and how successful they were;
- g. A salary survey that includes relevant comparisons for a minimum of five major local employer competitors, where practicable;



- h. Information provided from employee exit interviews, if conducted;
- i. Staff turnover data;
- j. Views of trade unions through the appropriate JNCC representatives who may be involved in the application;
- k. Information on consultation that has taken place with adjacent Probation Areas on any potential repercussive effects for them of implementing the GS being sought;
- l. Any other relevant information to justify the payment of the level of Geographical Supplement sought.

ii) Submission Stage two: Determining the Payment Level

In the second stage, the appropriate level of payment is determined by the NNC. There are three levels of GS payment:

	1 April 2013
Level 1	£3,850
Level 2	£1,800
Level 3	£900

The level of payment is determined against the following headings:

- cost of living data for the area
- housing cost
- local labour market information
- other relevant information, including affordability.

Attention should also be given to likely aggregated housing and travel to work costs based on where staff actually live.

Where acute recruitment, retention and staff turnover difficulties are restricted to certain occupations at locations, GS payments would not be applicable. However, in such circumstances a case may exist for payment of a Market Forces Supplement.

## Review

8. The amounts payable at each level of GS and London Allowance will be reviewed annually as part of the annual pay review process.



## Section C2

### **GUIDANCE: MARKET FORCES SUPPLEMENT NATIONAL SCHEME**

#### **Introduction**

1. A Market Forces Supplement (MFS) is an addition to the basic pay an individual post, or a specific group of posts, attracts where market pressures would otherwise prevent a probation trust from being able to recruit or retain staff for the post(s) concerned at the salary determined by the normal job evaluation and pay arrangements.

#### **National Scheme**

2. Market Forces Supplements should only be authorised and paid in accordance with this nationally agreed scheme. Decisions must be objectively justified, documented and notified to the NNC Joint Secretaries who will retain records for monitoring purposes.
3. A Market Forces Supplement is expressed as an annual payment additional to and separate from basic pay. The payment is not therefore included in the calculation for pay enhancements e.g. when unsocial or excess hours are worked.
4. Market Forces Supplements apply to posts and not to post holders. Where an employee moves to a post which does not attract a MFS, either within the same or another probation trust, her or his entitlement to any previous MFS will cease.

#### **Market Forces Supplement Protocol**

5. To ensure consistency in the application and payment of all Market Forces Supplements, probation trusts should adhere to the following protocol:
  - a) The vacancy must have been advertised in the local, national and/or professional media, placed with employment agencies etc. as appropriate.
  - b) Before a MFS can be authorised, consideration should be given to the following:
    - (i) A review which examines issues such as:
      - whether improvements can be made to the recruitment process (e.g. more targeted advertising, etc.)

- possible improvements to non-pay benefits (e.g. childcare, flexi-time, training opportunities, etc.)
- greater innovation in the deployment of staff.
- (ii) where a further round of advertisement has not resulted in an appointment being made, the Human Resources Manager and the line manager concerned should further review the reasons for the lack of suitable candidates. **If it is concluded that the recruitment and retention problem cannot be resolved more effectively through other actions, the introduction of a MFS should be considered and a MFS business case submitted.**
- (iii) A model MFS Business Case is attached at Annex A.

### **Documentation, Approval and Monitoring**

6. The reasons for seeking to award a MFS must be objectively justified and documented in a Business Case.
7. Each MFS Business Case must be formally approved by the Chief Executive and be notified to the NNC Joint Secretaries who will retain records for monitoring purposes.
8. Market Forces Supplements should be reviewed regularly, and at least annually, by the probation trust. The payment may be withdrawn, increased or decreased subject to a notice period of three months.
9. Normally, it is not expected that a MFS would exceed 10% of the minimum pay point of the Pay Band for the post.

## **Annex A**

**Example:     Market Forces Supplement (MFS) Business Case**

Report to:     Chief Executive

### **Recommendation to award MFS**

**From**

**Post:           Finance Manager (job description attached)**

**Pay Band: 5**

1.     Actions taken so far to fill the current vacancy

The post of Finance Manager was advertised in the following publications:

- ③ Langport News – 15 February
- ③ Northingtonshire Gazette – 17 and 24 February
- ③ Accountancy Review (professional publication) – February edition.

These advertisements generated four applicants, two of whom met the minimum competencies required for the post. Both applicants were invited for interview and one was considered suitable for the post. An offer of employment was made but was declined for salary reasons.

The post was also placed with the following recruitment agencies on the following dates:

Finance Recruitment – 14 February  
Abacus Accountants – 15 February.

No suitable candidates were submitted by the agencies, both of which indicated that the salary offered was uncompetitive.

On 14 March, the Human Resources Manager and Director of Finance met and agreed the following further actions:

- ③ Following a review of the job advertisement copy, the post was re-advertised in the Northingtonshire Gazette on 29 March and also in

professional publications Accountancy Review (March) and Finance Matters (March).

- ③ The job advertisement placed more emphasis on non-pay benefits such as final salary pension scheme, annual leave entitlement and training opportunities.
- ③ The job vacancy was placed on internet recruitment boards 'E-recruits' and 'Totally Finance'.

The above initiatives generated five applicants of whom three met the required minimum competencies. All five candidates had current salaries above the advertised starting salary. As a consequence, the position remained unfilled.

## 2. Market Forces Data

### i) 'Accountancy Matters' Salary Survey (2006) reported following data:

Area covered: Northingtonshire (including Langport)

Finance Manager sectors)	Lower quartile salary	£35,000 (all
	Median salary	£38,000
	Upper quartile salary	£41,000
	Number of posts in survey	24

### ii) Public Sector 'Reward Salary Survey (2006)

Area covered: Northingtonshire & Buckie

Finance Manager (Civil Service)	Lower quartile salary	£34,000
	Median salary	£36,500
	Upper quartile salary	£37,900
	Number of posts in survey	12
Finance Manager (Other Public Sector)	Lower quartile salary	£33,700
	Median salary	£37,000
	Upper quartile salary	£38,000
	Number of posts in survey	12

## 3. Further information

Annual Staff Turnover:	Northingtonshire Probation Trust	- 12%
	UK average (all sectors)	- 15%

(source: CIPD)

There have been three Finance Manager job holders in the past two years, two indicated in exit interview/questionnaire that improved salary was the reason for leaving.

4. Recommendation

- that the introduction of a Market Forces Supplement of £3,000 per annum to provide a starting annual salary of £31,838 plus £3,000 MFS totalling £34,838 be approved.
- that a proposed implementation date of [ ] be approved.

Submitted for approval.

(from Responsible Line Director and HR Director)

Approved: (Chief Executive)

Date:

---

Returned to HR Director for:

- a) notification to NNC Joint Secretaries: [date]
- b) implementation to include agreed review dates

## **SECTION C 3**

—

**NOT IN USE**



## Section C4

### **GUIDANCE ON FLEXIBLE WORKING: THE RIGHT TO APPLY - STATUTORY RIGHTS**

1. Parents of children aged 16 or under or of disabled children aged under 18 have the right to apply to work flexibly. Employers have a statutory duty to consider their applications seriously.
2. This right enables mothers and fathers to request to work flexibly. It does not provide an *automatic* right to work flexibly as there will always be circumstances when the employer is unable to accommodate the employee's desired work pattern. It aims to facilitate discussion and encourage both the employee and the employer to consider flexible working patterns and to find a solution that suits them both. The employee has a responsibility to think carefully about their desired working pattern when making an application, and the employer is required to follow a specific procedure to ensure requests are considered seriously.

#### **Eligibility**

3. In order to make a request under the new right an individual will:
  - be an employee
  - have a child aged 16 or under, or under 18 in the case of a disabled child
  - have worked with their employer continuously for 26 weeks at the date the application is made
  - make the application no later than two weeks before the child's 17th birthday or 18th birthday in the case of a disabled child
  - have or expect to have responsibility for the child's upbringing
  - be making the application to enable them to care for the child
  - not be an agency worker
  - not be a member of the armed forces
  - not have made another application to work flexibly under the right during the past 12 months

#### **Scope of a request**

4. Eligible employees are able to request:
  - a change to the hours they work
  - a change to the times when they are required to work
  - to work from home.
5. This covers working patterns such as annualised hours, compressed hours, flexitime, home working, job-sharing, self-rostering, shift working, staggered hours and term-time working.

Applications for a change in working pattern will not always require a significant alteration. For example, a parent may simply wish to start work

half an hour later to take their child to school and make up the time later in the day.

## The procedure

7. In summary, the procedure will be as follows:

- The initial onus will be on the employee to make a considered application in writing. They will be able to make only one application a year under the right, and an accepted application will mean a **permanent** change to the employee's own terms and conditions of employment. It will be important therefore that, before making an application, the employee gives careful consideration to which working pattern will help them best care for their child; any financial implications it might have on them in cases where the desired working pattern will involve a drop in salary; and any effects it will have on their employer's business and how these might be accommodated.
- Within **28 days** the employer will arrange to meet with the employee. This will provide the employer and the employee with the opportunity to explore the desired work pattern in depth, and to discuss how best it might be accommodated. It will also provide an opportunity to consider other alternative working patterns should there be problems in accommodating the desired work pattern outlined in the employee's application. The employee will, if s/he so wishes, be able to bring a companion to the meeting.
- Within **14 days** after the date of the meeting the employer will write to the employee to either agree to a new work pattern and a start date; or to provide a clear business ground(s) as to why the application cannot be accepted and the reasons why the ground(s) applies in the circumstances. The procedure will also provide for occasions when the employer will want to take further action before notifying the employee with their final decision.

8. The NPS procedure provides an employee with the right to appeal their employer's decision within **20 days** of it being notified to them. The appeal process is designed to be in keeping with the overall aim of the right of encouraging both parties to reach a satisfactory outcome at the workplace.

9. In a minority of cases some employees will have grounds to pursue their request with third party involvement. This may be by referring their request to ACAS, to an employment tribunal, or by using another form of dispute resolution. An employee will only be able to take their claim to an

employment tribunal in specific circumstances. In such cases, the employer will have to demonstrate to the tribunal that they have followed the procedure correctly.

Note: The law providing parents of young or disabled children with the right to request a flexible working pattern is in addition to, and will apply completely independently from, other legislation such as sex, disability, or race legislation.



## **NPS FLEXIBLE WORKING REQUEST – MANAGEMENT CHECKLIST**

1. Parents of children aged under six or of disabled children aged under 18 have the right to apply to work flexibly and employers have a statutory duty to consider their applications seriously. The NPS and each NPS Board will also be required to monitor such requests for equality of opportunity.
2. It is therefore important that managers are aware of their responsibility in this respect and that they give due consideration to all applications for flexible working arrangements.
3. The types of working arrangement that may be requested include:
  - a change to the hours they work
  - a change to the times when they are required to work
  - to work from home
4. This covers working patterns such as annualised hours, compressed hours, flexitime, home working, job-sharing, self-rostering, shift working, staggered hours and term-time working.
5. To assist you and to facilitate monitoring the following forms have been developed:
  - Flexible Working Application Form and Manager's Confirmation of Receipt (Appendix A)
  - Flexible Working Acceptance Form (Appendix B)
  - Flexible Working Rejection Form (Appendix C)
  - Flexible Working Appeal Form (Appendix D)
6. Below is a check list of things you should consider when an employee requests flexible working arrangements (this is not exhaustive):
  - The applicant's workload
  - Management and supervision of the applicant (and by the applicant if appropriate)
  - The effect that this change will have on colleagues and the team's workload and how this could be managed including, where appropriate, transfers
  - Alternative patterns which may be suitable for the applicant
  - Subsidiary benefits which may accrue from the change (e.g. increased workforce flexibility)
  - Training and career development issues
  - The effect that such a change will have on the applicant's pay, pension and other benefits having sought guidance from HR and pensions if appropriate
  - Health, safety and welfare issues

- Data and personal security issues
7. If you require assistance or advice on these matters the Human Resources Department should be consulted. It is also important to keep them informed of all applications for flexible working arrangements to ensure legal compliance and for monitoring purposes.

## Appendix A

### NPS Flexible Working Application Form

Name: ..... Job Title: .....

Unit: ..... Contact No: .....

Please continue on a blank sheet if necessary

Describe your current working pattern (e.g. days/hours/times worked, flexitime, term-time working, home-working etc):

Describe your proposed working pattern

I think this change in my working pattern will affect the work of my unit/department and my colleagues as follows:

I think that the effect on my unit/department and colleagues can be dealt with as follows:

--

**Before completing this form you may wish to consult Human Resources and/or a representative of a recognised trade union as this may result in changes to your contract of employment.**

I confirm that I have considered the effect of this request on:

- ⑨ my pay;
- ⑨ my tax and National Insurance Contributions;
- ⑨ my pension;
- ⑨ my holiday entitlement and other benefits;
- ⑨ my ability to attend training courses;
- ⑨ my colleagues and the team's workload.

I request this change to my working pattern from..... (date)

I understand that this may lead to a change in the terms and conditions of my contract of employment. I accept that I may be unable to have another request considered within the next 12 months. (Such requests will not be unreasonably denied).

Signed: ..... Date: .....

This form will be kept on your personal file and the information will be used for monitoring purposes in accordance with the Data Protection Act 1998.

**One copy of this form should be given to the manager and one forwarded by the employee to Human Resources.**

-----

**Manager's Confirmation of Receipt** (to be completed and returned to employee)

To: .....

I confirm that I received your request to change your work pattern on [date request received].



I shall be arranging a meeting to discuss your application within 28 days following this date. In the meantime you may wish to consider whether you would like a workplace colleague or a representative of a recognised trade union to accompany you at the meeting.

From: .....(Manager)

## Appendix B

## NPS Flexible Working Acceptance Form

To be completed within 14 days of the meeting held with the employee (called within 28 days of receipt of her/his application)

Line Manager's Name: ..... Job Title: .....

Unit: ..... Contact No: .....

Following receipt of your application and our meeting on (date) I have considered your application for a new flexible working pattern.

- ⑨ I am pleased to confirm that I am able to agree to your request.
- ⑨ I am unable to accommodate your original request. However, I am able to offer the alternative pattern which we have discussed and you agreed would be suitable to you.
- ⑨ ***You have confirmed that you are aware of the effect*** that this change will have upon your pay, pension and other benefits.

Your new working pattern will be as follows:

--

Please continue on a blank sheet if necessary

Your new working arrangements will begin from:

Date:.....

Signed:.....

Date:.....

This form will be kept on your personal file and the information will be used for monitoring purposes in accordance with the Data Protection Act 1998.

***One copy of this form should be given to the employee and one forwarded to Human Resources.***

# NPS Flexible Working Rejection Form

To be completed within 14 days of the meeting held with the employee (called within 28 days of receipt of her/his application) and following consultation with Human Resources

Line Manager's Name: ..... Job Title: .....

Unit: ..... Contact No: .....

Following receipt of your application and our meeting on date) I have considered your application for a new flexible working pattern.

I am sorry but I am unable to agree to your request for the following business reasons and on the grounds set out below:

--

(include reasons why any other work patterns you may have discussed at the meeting are also inappropriate).

Please continue on a blank sheet if necessary

Signed:..... Date:.....

You may appeal against this decision within 20 days through the Grievance Procedure.

This form will be kept on your personal file and the information will be used for monitoring purposes in accordance with the Data Protection Act 1998.

***One copy of this form should be given to the employee and one forwarded to Human Resources.***

**Appendix D**

**NPS Flexible Working Appeal Form**

To be completed and sent to your manager within 20 days of receipt of her/his decision to reject your application.

Name: ..... Job title: .....

Unit: ..... Contact No: .....

I wish to appeal against your decision to refuse my application for flexible working. I am appealing on the following grounds:

Please continue on a blank sheet if necessary  
This form will be kept on your personal file and the information will be used for monitoring purposes in accordance with Data Protection Act 1998.

***One copy of this form should be given to your manager and one forwarded to Human Resources.***

## Section C5

### STATUTORY ADOPTION LEAVE AND PAY

1. Statutory adoption leave and pay entitles eligible employees to take paid leave when a child is newly placed for adoption. Adoption leave and pay is available, subject to eligibility, to:
  - Individuals who adopt
  - One member of a couple where a couple adopt jointly (the couple may choose which partner takes adoption leave)
  - The partner of an individual who adopts, or the other member of a couple who are adopting jointly, may be entitled to **paternity leave and pay**.
2. Paid adoption leave will be available to employees where an approved adoption agency notifies the adopter of a match with a child.

### Adoption leave and pay

#### Eligibility

3. To qualify for adoption leave, an employee must:
  - be newly matched\* with a child for adoption by an approved adoption agency
  - have worked continuously for their employer for 26 weeks leading into the week in which they are notified of being matched with a child for adoption

*\*Adoption leave and pay is not available in circumstances where a child is not newly matched for adoption, for example when a step-parent is adopting a partner's children.*

#### Length of adoption leave

4. Adopters will be entitled to up to 26 weeks' Ordinary Adoption Leave followed immediately by up to 26 weeks' Additional Adoption Leave – a total of up to 52 weeks' leave.
5. They can choose to start their leave:
  - from the date of the child's placement (whether this is earlier or later than expected) or

- from a fixed date which can be up to 14 days before the expected date of placement.
6. Leave can start on any day of the week.
  7. Only one period of leave will be available irrespective of whether more than one child is placed for adoption as part of the same arrangement.
  8. If the child's placement ends during the adoption leave period, the adopter will be able to continue adoption leave for up to eight weeks after the end of the placement.

### **Statutory Adoption Pay**

9. During their adoption leave, most adopters will be entitled to Statutory Adoption Pay (SAP) from their employers.
10. Statutory Adoption Pay will be paid by employers for up to 26 weeks. The rate of Statutory Adoption Pay will be the same as the standard rate of Statutory Maternity Pay.
11. Adopters who have average weekly earnings below the Lower Earnings Limit for National Insurance Contributions will not qualify for SAP. Employees in low-income families may be able to seek financial support from the Department of Work and Pensions.

### **Notice of intention to take adoption leave**

12. Adopters will be required to inform their employers of their intention to take adoption leave within seven days of being notified by their adoption agency that they have been matched with a child for adoption, unless this is not reasonably practicable. They will need to tell their employers:
  - when the child is expected to be placed with them and
  - when they want their adoption leave to start.
13. Adopters will be able to change their mind about the date on which they want their leave to start providing they tell their employer at least 28 days in advance, unless this is not reasonably practicable.
14. Employers will have 28 days in which to respond to their employees' notification of their leave plans. An employer will need to write to the employee, setting out the date on which they expect the employee to return to work if the full entitlement to adoption leave is taken.

### **Matching certificate**

15. Employees will have to give their employer documentary evidence – a ‘matching certificate’ – from their adoption agency as evidence of their entitlement to SAP. Employers can also ask for this certificate as proof of entitlement to adoption leave. Employees should ask their adoption agency for a matching certificate which will include basic information on matching and expected placement dates.

### **Contractual benefits**

16. Employees are entitled to the benefit of their normal terms and conditions of employment, except for terms relating to wages or salary (unless their contract of employment provides otherwise), throughout their 26-week Ordinary Adoption Leave period. However, most adopters will be entitled to SAP during this period. If the employee has a contractual right to adoption leave as well as the statutory right, s/he may take advantage of whichever is the more favourable. Any adoption pay to which s/he has a contractual right reduces the amount of SAP to which s/he is entitled.
17. During Additional Adoption Leave, the employment contract continues and some contractual benefits and obligations remain in force, for example compensation in the event of redundancy and notice periods.

### **Return to work after adoption leave**

18. Adopters who intend to return to work at the end of their full adoption leave entitlement will not have to give any further notification to their employers.
19. Adopters who want to return to work **before** the end of their adoption leave period, must give their employers 28 days’ notice of the date they intend to return.

### **Employers’ recovery of payments**

20. Employers will be able to recover the amount of Statutory Adoption Pay (SAP) they pay out in the same way as they can currently claim back Statutory Maternity Pay.





## **Section C6**

### **STATUTORY PATERNITY LEAVE AND PAY**

#### **ADDITIONAL STATUTORY PATERNITY LEAVE**

1. Following the birth of a child or the placement of a child for adoption, the statutory entitlement to paternity leave and pay will give eligible employees the right to take paid leave to care for their new child or support the mother or adopter.

#### **Eligibility**

2. Employees will need to satisfy the following conditions in order to qualify for paternity leave. They must:
  - have or expect to have responsibility for the child's upbringing
  - be the mother or adopter's spouse or partner
  - have been continuously employed for 26 weeks or more by the end of the 15<sup>th</sup> week before the mother's expected week of childbirth or, if adopting, by the end of the week in which the adopter is formally notified of being matched with a child.
3. Employers can ask their employees to provide a self-certificate as evidence that they meet these eligibility conditions.

#### **Length of paternity leave**

4. Eligible employees will be entitled to choose to take either one week or two consecutive weeks' paid paternity leave (not odd days).
5. They can choose to start their leave:
  - from the date of the child's birth or placement (whether this is earlier or later than expected) or
  - from a chosen number of days or week after the date of the child's birth or placement (whether this is earlier or later than expected) or
  - from a chosen date.
1. Leave can start on any day of the week on or following the child's birth or placement but must be completed within 56 days of this date.

2. Only one period of leave will be available to employees irrespective of whether more than one child is born or adopted.

### **Statutory Paternity Pay**

3. During their paternity leave, most employees will be entitled to Statutory Paternity Pay (SPP) from their employers. Statutory Paternity Pay will be paid by employers for either one or two consecutive weeks as the employee has chosen.

### **Notice of intention to take paternity leave**

4. Employees will be required to inform their employers of their intention to take paternity leave in or before the 15<sup>th</sup> week before the expected week of the birth of the child or within seven days of the adopter being notified by their adoption agency that they have been matched with a child, unless this is not reasonably practicable. They will need to tell their employers:
  - when the child is expected to be born/when the child is expected to be placed
  - whether they wish to take one or two weeks' leave
  - when they want their leave to start.
10. Employees will be able to change their mind about the date on which they want their leave to start providing they tell their employer 28 days in advance (unless this is not reasonably practicable). Employees will have to tell their employers the date they expect any payments of SPP to start at least 28 days in advance, unless this is not reasonably practicable.

### **Self-certificate**

11. Employees will have to give their employers a completed self-certificate as evidence of their entitlement to SPP. Employers can also request a completed self-certificate as evidence of entitlement to paternity leave. The self-certificate must include a declaration that the employee meets certain eligibility conditions and provide the information specified above as part of the notice requirements.
12. By providing a completed self-certificate, employees will be able to satisfy both the notice and evidence conditions for paternity leave and pay. Employers will not be expected to carry out any further checks.

### **Contractual benefits**

13. Employees are entitled to the benefit of their normal terms and conditions of employment, except for terms relating to wages or salary (unless their contract of employment provides otherwise), throughout their paternity leave. However, most employees will be entitled to SPP for this period. If the employee has a contractual right to paternity leave as well as the statutory right, s/he may take advantage of whichever is the more favourable. Any paternity pay to which s/he has a contractual right reduces the amount of SPP to which s/he is entitled.

### **Return to work after paternity leave**

14. Employees will be entitled to return to the same job following paternity leave.

### **Additional Statutory Paternity Leave**

15. The right to additional statutory paternity leave is available to fathers and partners of mothers of children due on or after 3 April 2011, or adoptive parents who are notified of having been matched with a child on or after 3 April 2011.
16. Employees who qualify for additional statutory paternity leave may elect to take up to 26 weeks' additional statutory paternity leave within the first year of the child's life provided that the mother has returned to work before using her full entitlement to maternity leave. Additional paternity leave is also available to adoptive parents within the first year after the child's placement for adoption, provided that the child's adopter who elected to take adoption leave has returned to work before using her or his full entitlement to adoption leave.
17. The employee's additional statutory paternity leave will have to have ended by the point at which their partner's additional maternity leave or adoption leave would have ended i.e. at the end of the 52<sup>nd</sup> week after the partner's statutory maternity or adoption leave began. The employee will only be eligible to receive additional statutory paternity leave pay during the period their partner would have been receiving statutory maternity or adoption pay.
18. Only one period of additional statutory paternity leave will be available to employees irrespective of whether more than one child is born from one pregnancy or one adoption arrangement.

### **Eligibility**

19. Employees will need to satisfy the following conditions in order to qualify for additional statutory paternity leave. They must:
  - be the child's biological father or is the mother's husband, civil partner or partner but not the child's biological father and have or expect to

have the main responsibility (apart from the responsibility of the mother) for the child's upbringing

- be the mother or adopter's spouse or partner
- have been continuously employed for at least 26 weeks by the end of the 15<sup>th</sup> week before the expected week of childbirth/ending with the week in which they were notified of having been matched with a child;
- remain in continuous employment until the week before the first week of additional statutory paternity leave and
- have provided the employer with a leave notice, an employee declaration and a mother declaration and, where applicable, provided evidence and further information supporting the claim for additional paternity leave.

Note: For these purposes 'partner' in relation to the child's mother means a person (whether of the same or opposite sex) who lives with the mother and child in an enduring family relationship but is not the mother's father, mother, grandmother, grandfather, sister, brother, aunt or uncle.

### **Timing of Additional Statutory Paternity Leave**

20. The earliest that additional statutory paternity leave can commence is 20 weeks after the date on which the child is born or 20 weeks after the date of placement of the child for adoption. It must end not later than 12 months after that date. Additional paternity leave must be taken as a single continuous block in multiples of complete weeks, the minimum period being two consecutive weeks and the maximum period 26 weeks.

### **Notice of intention to take Additional Statutory Paternity Leave**

21. Employees will be required to inform their employers of their intention to take additional statutory paternity leave at least eight weeks prior to the chosen start date by providing:

a 'leave notice' – a written notification specifying the child's expected week of birth and actual date of birth and the intended start and end date of the additional statutory paternity leave;

An 'employee declaration' – a written declaration signed by the employee stating that the purpose of the additional leave is to care for the child and that s/he satisfies the relationship eligibility conditions and

a 'mother declaration' - a written declaration signed by the mother stating:

- her name, address and national insurance number;

- the date on which she intends to return to work;
  - that the employee satisfies the relationship eligibility conditions for APL and has or expects to have the main responsibility (other than the responsibility of the mother) for the child's upbringing;
  - that the employee is, to her knowledge, the only person exercising the entitlement to additional statutory paternity leave in respect of the child and
  - that she consents to the employer processing the information contained in the declaration.
22. Employers may ask their employees to provide a copy of the child's birth certificate and/or the name and address of the mother's employer (or, if the mother is self-employed, the mother's business address) within 28 days of receiving the leave notice. The employee must supply the requested documentation within 28 days of the employer's request.
23. Employees will be able to bring forward the APL start date provided that the employer is advised of this at least six weeks before the new start date or, if that is not possible, as soon as reasonably practicable. An employee may also postpone the start date, or cancel the request altogether, provided the employer is advised of this at least six weeks before the new start date or, if that is not possible, as soon as reasonably practicable.
24. The employer must confirm the additional statutory paternity leave start and end dates in writing to the employee within 28 days of receiving the notice and supporting documentation.

### **Contractual benefits**

25. Employees are entitled to the benefit of their normal terms and conditions of employment, except for terms relating to wages or salary (unless their contract of employment provides otherwise) throughout the period of additional statutory paternity leave and are bound by any obligations arising from those. Employees may qualify however for Additional Statutory Paternity Pay (ASPP). Any additional pay to which s/he has a contractual right should be offset by the amount of ASPP to which s/he is entitled.

### **Return to work after additional statutory paternity leave**

26. An employee who returns to work after a period of additional statutory paternity leave that was an isolated period of leave, or the last of two or more consecutive periods of statutory leave, not including a period of additional maternity leave or additional adoption leave or a period of parental leave of more than four weeks, is entitled to return to work to the job in which s/he was employed immediately before the absence.

27. Where the period of additional statutory paternity leave does not fall into this description, the employee is entitled to return to the job s/he held immediately before the period of leave began or, if this is not reasonably practicable, to another job that is both suitable and appropriate for her or him to do.

### **Early return to work after additional statutory paternity leave**

28. Where employees intend to return to work earlier than the end of their additional statutory paternity leave period, they must give their employer at least six weeks' notice of the date on which they intend to return. Where employees notify their employer of an early return date, but subsequently change their mind about returning to work on this date, they must let their employer know at least six weeks before the earlier of the date on which they now intend to return and the date on which they had intended to return.
29. Should an employee fail to give the correct notice of an early return, her or his employer may delay the employee's return so that it has six weeks' notice. If the employer notifies the employee that her or his return has been postponed, but the employee returns to work anyway, the employee is not entitled to be paid until the date to which her or his return has been postponed. Where the employer failed to inform the employee of the date on which her or his additional statutory paternity leave period would end, the employee does not have to give notice of her or his intention to return to work early, and the employer has no right to delay the employee's return or to withhold pay where the employee returns early.

### **Keeping in touch**

30. Employees may voluntarily carry out up to 10 days' work for their employer during their additional statutory paternity leave period without bringing it to an end. The purpose of this provision is to allow an employee to "keep in touch" with the workplace. Work includes any work done under the contract of employment and may include training or any activity aimed at keeping in touch. Any work carried out on a day constitutes one day's work. An employee on additional statutory paternity leave is not obliged to work keeping-in-touch days, nor is an employer obliged to provide them.
31. Reasonable contact from time to time during additional statutory paternity leave, which either party is entitled to make, for example to discuss the employee's return to work, does not bring the additional statutory paternity leave period to an end.

### **Redundancy during additional statutory paternity leave**

32. An employee who is made redundant during his or her additional statutory paternity leave has the right, where there is a suitable alternative vacancy, to be offered suitable alternative employment under a new contract that begins

on the day immediately following the day on which the employee's previous contract came to an end. The work to be done under the new contract must be both suitable for the employee and appropriate for her or him to do in the circumstances. The provisions of the new contract relating to the capacity and place in which the employee is to be employed, and the other terms and conditions of employment, must not be substantially less favourable to the employee than if s/he had continued to be employed under her or his previous contract.

### **Additional Paternity Leave – Adoption**

33. Similar provision exists in respect of adoption.





## Section C7

### PART TIME EMPLOYEES – GUIDANCE ON THE ENTITLEMENT TO AND CALCULATION OF BANK AND PUBLIC HOLIDAY LEAVE

1. Employees who work on a part-time basis are entitled to pay and conditions of service pro-rata to comparable full-time staff. The approach the NNC has adopted to the granting of bank and public holiday leave to employees who work part-time is that those staff who work less than the full time equivalent hours for their pay band and roles are entitled to receive time off for bank and public holidays in proportion to their weekly hours of work irrespective of whether they would normally have worked those days or not.
2. Difficulties appear to have been experienced in the past in implementing this principle in relation to the allocation of bank and public holiday leave entitlement and how this impacts on part-time workers. It was not uncommon for staff who regularly worked Monday, Tuesday and Wednesday to take bank holiday leave each time a bank holiday fell on one of their normal working days. Staff who regularly worked Wednesday, Thursday and Friday usually took just Good Friday and perhaps a bank holiday across the Christmas period if that also happened to fall on one of their working days. It was apparent that some staff decided to work the early part of the week on this basis.
3. The NNC seeks to reinforce the principle that the entitlement to bank and public holiday leave should be pro rata to the **contracted number of hours** an employee works, not the **days of the week** worked, as it believes this to be the fairest approach.
4. This principle, and more importantly its implementation, has the ability to confuse staff, managers and HR advisers. This has been the case particularly in respect of those staff who, because they routinely work the early part of the week end up with a 'deficit' of bank holiday leave, resulting in their having to work additional hours to adjust the balance.
5. There is one important point of principle to note: when the employee who works the early part of the week is at home on Easter Monday s/he continues to be paid her/his normal salary for that time; when the person who works the latter part of the week is at home on Easter Monday, s/he continues to be paid her/his normal salary AND works a normal working week.
6. The principle adopted by the NNC ensures that any employee not working on a bank holiday receives a proportion of that time as paid leave pro rata to their normal working hours. As it is expected that any member of staff who would otherwise work on a day on which a bank holiday falls does not report to work on that day, this does mean that part-time employees who routinely

work on a Monday take more bank holiday leave than their pro rata entitlement and thus end up 'owing' the organisation hours.

### Calculation of entitlement:

7. When calculating how much time off part-time staff get for bank and public holidays, managers should not give them more than the proportion of the total to which their contractual hours of work entitle them. For example, half full-time hours entitles them to half the total of hours for bank and public holidays. The entitlement to bank and public holiday leave is calculated as follows:

$$\frac{\text{No of contract hours x (Bank and Public Holidays)}}{\text{Full-time equivalent working hours}}$$

8. Example 1:

A Probation Services' Officer working half time has an entitlement to bank and public holiday leave (assuming 8 a year) as follows:

$$\frac{18.5 \times 8}{37}$$

which equals 4 days or 29 hours 36 minutes.

9. Example 2:

An HR Manager working 30 hours a week has an entitlement as follows:

$$\frac{30 \times 8}{37}$$

which equals 6.5 days or 48 hours

10. The value of a leave day is 7 hours 30 minutes for **probation officer grades** and 7 hours 24 minutes for all other staff.
11. When in any one year there is an additional public holiday, the calculation above must be adjusted accordingly.

### Taking the Leave

12. If the amount of public holiday leave due to a part-time member of staff is greater than the days of public holiday on which they would normally work (for example, the member of staff routinely works Wednesday, Thursday and Friday each week), or is less than the days of public holiday on which they would normally work (for example, the member of staff routinely works

Monday, Tuesday and Wednesday each week) there are potentially three ways of dealing with the surplus or deficit.

13. If the amount of bank and public holiday leave due to a part-time member of staff is greater than the days on which they would otherwise have worked, line managers should agree with her/him a time when s/he can take the extra hours. If they are due fewer than the number of days public holidays on which they would normally attend, line managers should agree a time when they can make up the hours owing. Staff do not have to work extra days to make up the shortfall, but may work extra hours on their normal days of attendance. The HR Department or line manager will carry out this calculation at the beginning of each leave year.
14. Alternatively, the amount owed or due can be added to the employee's annual leave entitlement. For each day of public holiday on which the member of staff would normally have worked, the appropriate number of hours which would have been worked on that day should be deducted from the leave record. Any deficit or surplus is then automatically accounted for.
15. Where a flexi-time scheme exists the calculation is carried out as above but the surplus or deficit of hours is incorporated into the flexi-time scheme.
16. The same principles should be applied to job share partners and to staff working compressed hours working (extended days). In respect of the latter, care should be taken to calculate the total leave entitlement in hours so that the appropriate (greater) number of hours can be deducted.
17. The worked example at Annex A demonstrates how the calculation of and taking entitlement to bank holiday leave works in practice.

## Annex A

### Public and Bank Holiday Leave Entitlement for Part-Time Workers – A Worked Example

1. There are generally 8 public and bank holidays in a full leave year. In the year in question, six of these fall on a Monday, one on a Tuesday, and one on a Friday.

2. An employee is .5 fte (half time) and works Monday, Tuesday and Wednesday morning. Her entitlement is calculated as follows:

$$\frac{18.5 \times 8}{37}$$

which equals 4 days or 29 hours 36 minutes.

3. She is therefore entitled to paid bank and public holiday leave for the equivalent of 29 hours 36 minutes (4 days). As, in this particular year, 7 of the bank holiday days fall on a day on which she would normally otherwise work, the employee will actually be absent for the equivalent of 7 days or 51 hours 48 minutes. She therefore 'owes' the employer 22 hours 12 minutes over the course of a full leave year.
4. Based on a full-time annual leave entitlement of 30 days, her annual leave entitlement comes to 111 hours (15 days) so her total leave entitlement amounts to 140 hours 36 minutes. From this total allocation, if she deducts 7 hours 24 minutes from her leave sheet for each public holiday day on which she would normally have worked, the time she is due to pay back is covered.
5. Alternatively, the employee can agree with her line manager how to 'pay back' the hours she will have 'overtaken' in public holiday leave.
6. A second employee, on the other hand, is .4 fte and only works Wednesday and Thursday (14 hours 48 minutes a week). He is entitled to 22 hours 24 minutes (3.2 days) bank holiday leave but as none of the days in this particular year fall on his normal working day, he is 'owed' 22 hours 24 minutes. Based on a full time annual leave entitlement of 30 days, his annual leave entitlement is 88 hours 48 minutes (12 days), making a total of 111 hours 12 minutes. This total entitlement appears on his leave card and, as he would not normally work in this particular year on any day on which a bank holiday falls, the time he is owed is automatically included in his total leave allocation.
7. Alternatively, for each leave year he can agree with his line manager specific arrangements for this time to be taken during the leave year as appropriate.





## Section C8

### **GUIDANCE ON THE SELECTION FOR, CALCULATION AND PAYMENT OF ACTING AND SPECIAL RESPONSIBILITY ALLOWANCES (FORMERLY REFERRED TO AS HONORARIA)**

#### **Part 1 – Guidance on selecting for full acting opportunities**

##### **Introduction**

1. For the purpose of this guidance, acting positions are taken to refer to any appointment to a more senior post to cover for e.g. secondment, long-term sickness, maternity, or to fill a vacancy between the resignation of the former post holder and the appointment of the new post holder. It refers only to those acting positions where the individual is required to fulfil **all** the duties of the post. The guidance does not cover posts which are fixed term by their nature, nor special responsibility allowances (see below) which are conferred when one or more individuals fulfils some of the duties of a vacant post.
2. It is recognised that all acting positions may confer advantage in terms of career development. Procedures for appointing to acting positions must therefore be fair, non-discriminatory and transparent.

##### **Principles**

3. In general, the NNC recommends that all acting positions of 3 months' duration or more should be advertised across the probation area. This includes any post which could be considered a promotion for any group of staff.
4. Where cover is required for a period of less than 3 months applications for the acting up position may be restricted to the OM Unit and Interventions staff located in the geographical district or the discrete unit/office depending on the circumstances of the situation. The HR Department will be able to advise accordingly.
5. Exceptions to this are:
  - Posts where there is a single established designated deputy or assistant, who should be offered the position in the first instance subject to any capability issues.
  - Posts which, because of exigencies of the Board, need to be appointed to very rapidly, or where the time needed for the appointment process represents more than one third of the likely duration of the acting up required.

6. The process should be as swift and streamlined as is consistent with equal opportunities, valuing diversity and best HR practice.
7. For the purposes of this exercise, selection criteria may be confined to the key knowledge, skills, aptitudes, and experience which are operationally desirable for the successful performance in the post to be covered and should not impose artificial requirements in terms of number of years of experience or other factors, which might be directly or indirectly discriminatory.
8. Those managing processes relating to acting appointments and making decisions must be continually vigilant that the processes are not in themselves discriminatory.
9. The same procedures should apply for all groups of staff.

## **Procedure**

10. Following receipt of resignation, or notification of sickness, secondment or maternity (where appropriate subject to any individual Board's policies and practice), the Director, Assistant Chief Officer or other appropriate Senior Manager, should decide in consultation with HR whether an acting position is required. Consideration may be given at this stage to alternatives to an acting position, e.g. an existing manager to provide temporary cover to 2 business units rather than one.
11. The decision on the acting position or other management arrangements should be communicated by the Assistant Chief Officer, Head of Department or other appropriate Senior Manager, to all affected staff.
12. Where an acting position has been agreed this will be advertised internally to all appropriate staff generally with a closing date of 10 working days where speed is of the essence. The form in which application should be made will be given in the advertisement. Where possible the interview date will be stated in the notice.
13. The minimum selection criteria should be drafted which are as inclusive as possible whilst covering essential requirements of the post. These are likely to include a requirement for relevant local knowledge, but not a requirement that candidates must already be working in the area.
14. In accordance with the Sickness Absence Management policy and guide, applicants' absence history may be taken into account in the selection process.
15. There are three specific exceptions to the above as follows:



- a) any absence which is the result of any injury at work will be ignored
  - b) sickness absence resulting from pregnancy and/or pregnancy related illness will be ignored
  - c) any absence which derives from or is directly related to a disability
16. Exceptions may also be made where:
- a) the applicant's sickness absence record in the relevant period is significantly atypical of their overall sickness record
  - b) there is some other compelling reason to do so.

## **Part 2 – Calculation and Payment of Acting and Special Responsibility Allowances**

### **Acting Allowances**

17. As stated above, an acting allowance may be awarded where the member of staff is called upon to perform the full duties of a higher-banded post in the following circumstances:
- a) where there is a vacant post at a pay band one higher than their substantive post
  - b) where a member of staff in a post at a higher pay band is absent from duty other than on annual leave for a minimum period of four weeks
18. The period required for performing the full range of the higher-level responsibilities/duties to qualify for the payment of an acting allowance is a continuous period of four weeks or more. Payment of the allowance is from and including the first complete day on which the member of staff undertook the higher level responsibilities.
19. Payment of an acting allowance is of a purely temporary nature and does not confer any permanent rights nor any claim to the position temporarily occupied. However, where more than one member of staff in a section may be qualified to cover a particular post on an acting basis, care should be taken locally to ensure fair selection (see Part 1 above).
20. The amount of the allowance will be equivalent to the rate the member of staff would receive if promoted substantively to the next pay band i.e. the minimum of the Spine Point or one pay point if the member of staff is already paid above the former.

## Authorisation of an Acting Allowance

21. It is recommended that when a member of staff has been carrying out the full range of responsibilities attached to the post for a minimum of four weeks, the line manager should confirm the circumstances in writing to the HR Manager to calculate the appropriate acting allowance.
22. Once payment has been authorised, full details will be forwarded to the HR Manager including details of the post being covered, reason(s) why and estimated duration of the acting arrangements. The HR Manager will then arrange the appropriate variation to contract letter and the pay input, all the documentation being retained on the personal file.
23. As soon as it is known that the allowance should cease e.g. a substantive appointment has been made to the vacancy, the HR Manager should be notified so that the appropriate documentation may be progressed and an overpayment avoided.

## Award of Special Responsibility Allowances

24. A Special Responsibility Allowance may cover any of the following circumstances:
  - a) where a member of staff is performing **the full range** of a vacant post which is more than one pay band above their own substantive pay band;
  - b) where the duties of a higher-graded post are being shared by two or more people at a lower substantive pay band;
  - c) where a member of staff is performing only **some** of the duties of a vacant post which may be one or more pay bands above their own;
  - d) where a member of staff is temporarily undertaking substantial additional duties related to a specific project or activity which fall outside their normal duties;
  - e) where temporary circumstances give rise to exceptional pressure on individual posts requiring exceptional recognition.
25. Before the payment of an allowance is considered, other options might usefully be explored:
  - i) absorbing the work by reorganising existing workloads
  - ii) considering whether the work already falls within an individual's existing job specification

- iii) not undertaking the work in question.

### **Recommended Procedure for Consideration of a Special Responsibility Allowance**

- 26. As a general rule, the addition of extra responsibilities should take place on a planned basis. Line management should establish eligibility for a Special Responsibility Allowance before any commitment is made to the member of staff concerned.
- 27. First, it is recommended that the appropriate line manager should make a case to the relevant Director/ACO for a Special Responsibility Allowance to be awarded. The case should be supported fully to include:
  - a) the reason for the application
  - b) the work to be covered and/or a description of the additional responsibilities undertaken
  - c) dates involved (a minimum of four weeks must be worked in respect of categories listed at Paragraph 24 (a) to 24 (c))
  - d) any other cover arrangements which might affect the award of an allowance
  - e) whether any other payment is being made to the member of staff concerned or other members of staff in this area of work (e.g. excess hours)
  - f) how the member of staff was selected for the award
  - g) an assessment of the proportion of higher graded responsibilities being undertaken if appropriate.
- 28. In order to ensure consistency of approach, it is recommended that the relevant Area Directors/ACOs ensure that all the above points are covered when authorisation of a Special Responsibility Allowance is sought.

### **Calculation of a Special Responsibility Allowance**

- 29. For those allowances falling under the categories at Paragraph 24 (b) and (c) an assessment of the proportion of duties that the member(s) of staff is undertaking will need to be made. This can usually be done by reference to the job specification for the higher graded post and considering whether all or only some of the responsibilities are to be carried out. In addition, it may be that some are not undertaken at all or that some are the same as already specified in the individual's job specification.

30. This assessment will be used to calculate the amount of the allowance to be awarded in relation to the member of staff's current salary and that which promotion to the higher pay band would attract.
31. The assessment of any payment under the categories at Paragraph 24 (d) and (e) will be calculated to take into account the member of staff's current pay band, any overtime payments made, timescale and the nature and extent of the additional responsibilities undertaken.
32. In circumstances which are less than straightforward, the HR Department should be consulted on the amount to be awarded.

### **Progressing Payment of a Special Responsibility Allowance**

33. When the relevant Director has authorised payment, s/he should forward the appropriate documentation to the HR Manager to draft the appropriate contract variation letter and pay documentation.
34. The period required for performing the additional duties of a higher graded post to qualify for an allowance is a minimum of four weeks. Pay authorisation should not therefore be submitted to the Payroll Department until confirmation has been received from line management that the full range of responsibilities is being carried out (i.e. after the qualifying period).

### **Reviewing Payment of Acting/Special Responsibility Allowances**

35. All Acting and Special Responsibility Allowances should be subject to review and it is essential that this review be carried out in every case. Allowances will have a review or cessation date attached when they are awarded to a member of staff.

a) **Cessation date** – allowances should be ceased at the date stated to avoid overpayment. Where an allowance relates to the duties of a vacant post, the cessation date should not be later than the day prior to that on which the vacancy is filled.

b) **Review date** – allowances should be reviewed by the date stated which should be no later than six months at the most after the start date and will normally be three months or when circumstances change, whichever is the sooner. The review date will be included in the variation to contract letter. If the allowance is to cease, the line manager should inform the HR Manager at the earliest opportunity; if it needs to be extended, the appropriate authorisation should be sought. The HR Department should be notified accordingly. **General**

36. The overpayment of an allowance and its subsequent repayment can cause difficulty for the member of staff affected. Local monitoring arrangements should be securely in place to avoid the possibility of overpayment.
37. The award of an Acting or Special Responsibility Allowance confers no permanent right of benefit to the higher level pay band or role.
38. This guidance should be read in conjunction with the probation board's existing policy and practice.

## **SECTION C 9**

—

**NOT IN USE**







## Section C10

### STATUTORY PARENTAL LEAVE

1. This guidance covers employees' statutory unpaid parental leave entitlements under the Maternity and Parental Leave etc Regulations 1999.

#### Entitlement

2. An employee who is either
  - the parent of a child under five years of age or
  - the parent of a child who has been awarded Disability Living Allowance and is under 18 years of age
  - the adoptive parent of a child (within five years of the date of adoption or where the child is under 18 years of age whichever is the sooner)

has a statutory entitlement to take up to 18 weeks' unpaid parental leave

3. Where there is more than one child, the right to parental leave arises in respect of each child.

#### Definitions

4. For the purpose of the Regulations a parent is defined as:
  - a. the mother;
  - b. the father of the child if he was married to the mother at the time of the birth or if he is registered as the child's father;
  - c. the father (if not covered by the above) if he has acquired parental responsibility under the Children Act 1989;
  - d. a guardian appointed under the Children Act;
  - e. adoptive parents;
  - f. a foster parent/carers registered with either a local authority or an Independent Fostering Provider (IFP);
  - g. a spouse or partner of any of the above, of either sex, if s/he is living with the child.

#### Eligibility

5. Employees must:

- satisfy the definition of a 'parent' and
  - have completed one year's continuous service.
6. Employees may be asked to provide documentary evidence of parenthood or parental responsibility. This may be in the form of, for example, the child's full birth certificate, adoption papers or a document certifying that the child has been awarded Disability Living Allowance.

### **Length of parental leave**

7. The NNC has endorsed the DBIS recommendation that parental leave is ordinarily taken in blocks or multiples of one week only up to a maximum of four weeks in a single year.
8. Where the employee's child has been awarded Disability Living Allowance, the leave may be taken one day at a time or in blocks or multiples of one day.

### **Notice of intention to take parental leave**

9. Employees will be required to give at least 21 days' advance notice of the date on which a period of parental leave is to start and the duration of that period of unpaid leave.
10. An expectant/soon to be parent who wants to take parental leave to attend at the birth of her/his child must specify the expected week of childbirth as well as the start date and duration of the period of leave.
11. Employees wishing to take parental leave from the date of the child's placement for adoption must, in giving the 21 days' notice, specify the week in which placement is expected to occur.

### **Contractual Implications**

12. Employees are entitled to the benefit of their normal terms and conditions of employment, except for terms relating to pay (unless their contract of employment provides otherwise) throughout a period of parental leave.
13. Continuity of employment is not broken by a period of unpaid parental leave.
14. During parental leave employees will continue to be contractually bound including in respect of such matters as conduct, secondary employment, and non-disclosure of confidential information.

15. Employees should seek advice as appropriate to determine the effect of the proposed period of parental leave on their pension, national insurance contributions and other benefits.
16. HR should ensure that the deduction(s) of pay are made during the pay period(s) in which the unpaid leave is taken.
17. Should an employee wish to resign during a period of parental leave s/he should write to her/his line manager giving the period of notice due under her/his contract in the normal way.

#### **Return to work after paternity leave**

18. Employees will be entitled to return to the same job following a period of parental leave lasting four weeks or less (other than where this follows immediately after taking additional maternity leave).
19. If, exceptionally, an employee has taken a period of parental leave lasting more than four weeks, s/he will be entitled to return to the same job or, if it is not reasonably practicable, to another job which is both suitable and appropriate for the employee in the circumstances.
20. An employee who takes four or fewer weeks' unpaid parental leave at the end of her additional maternity leave period is entitled to return to work in the job in which she was employed before her absence began unless it would not have been reasonably practicable for her to return to that same job at the end of her period of additional maternity leave and is still not reasonably practicable at the end of the period of parental leave.

#### **Application for unpaid parental leave**

21. The following model documentation is attached at Appendix A:
  - A model Parental Leave Application form
  - A model Parental Leave Agreement form
  - A model Parental Leave Postponement form
22. Where one does not currently exist, trusts are advised to introduce an explicit procedure for employees wishing to apply for unpaid parental leave.

#### **Timing of the leave**

23. The timing of leave will be determined by mutual agreement between the employee and the line manager. Where leave is granted, trusts are expected to make reasonable workload adjustments around the time at which parental leave is to be taken. Consideration of a request must take into account the timing of the employee's specific parental needs.

### **Inability to grant parental leave on the dates requested**

24. An employer is entitled to refuse the request if it would result in serious operational difficulties. The line manager should discuss the reasons for refusal and alternative dates with the employee. If the line manager refuses to approve an eligible request but agrees to defer to a later date that would not otherwise be eligible (e.g. it delays the period of leave until after the child's fifth birthday) the request should still be treated as eligible under this scheme.
25. Leave cannot be postponed or deferred when the employee gives notice to take it immediately after ordinary maternity or adoption leave.
26. In the event that there is no agreed postponement, then the employer can postpone the leave for no longer than six months after the beginning of the period that the employee originally wanted to start his/her parental leave. For further information, see the DBIS booklet entitled 'Parental Leave: a short guide'.

### **Right of Appeal**

27. Where exceptionally it is not possible to agree an application for parental leave, clear reasons will be provided and these will be discussed with the individual. Alternative ways of meeting the individual's needs will also be considered if at all possible.
28. If the employee is not satisfied with the decision, s/he should initially attempt to resolve any difficulties with her/his line manager in consultation with HR.
29. In the event that the individual remains dissatisfied with the decision, a grievance should be registered in accordance with existing procedure.

### **Record Keeping**

30. There is no statutory obligation on employers to maintain records of the amount of parental leave employees have taken. It is however recommended that trusts do so and, if asked, supply details of parental leave taken by a former employee to her/his employer.

**Appendix A**

**Parental Leave Application Form**

Name: ..... Job Title: .....

Unit: ..... Contact No: .....

I wish to apply for unpaid parental leave in accordance with my statutory entitlement and confirm that I am eligible to do so. I am happy to provide documentary evidence of my eligibility on request.

I am applying to take leave immediately after \*my/my partner's child is \*born/adopted/fostered. (Please strike out whichever is not applicable)

Yes/No

I would like my leave to commence on: .....(date)

**and** I shall return to work on: ..... (date)

I understand that it is my responsibility to seek advice on the effect of this request on:

- my pay and benefits,
- my pension.

Signed: .....

Date: .....

This form will be kept on your personal file and the information will be used for monitoring purposes and in accordance with the Data Protection Act 1998.

**One copy of this form should be given to the manager and one forwarded by the employee to Human Resources.**

## Parental Leave Agreement Form

To be completed within seven days of receipt of the employee's application for unpaid parental leave and following consultation with HR.

Line Manager's Name: ..... Job Title: .....

Unit: ..... Contact No: .....

'Dear .....

### Application for unpaid parental leave (insert dates of leave)

Following receipt of your application on..... (date) I have considered your application for parental leave.

- I am pleased to confirm that I am able to agree to your request.
- I am unable to accommodate your original request. However, I am able to offer the alternative postponement which we have discussed and you agreed would be suitable to you.

Your parental leave will begin on:.....Date

And you will return to work on:.....Date

HR will ensure that the appropriate deduction is made from your pay at the due date.

Signed: .....

Date: .....

## Parental Leave Postponement Form

To be completed within seven days of receipt of the employee's application for Parental Leave and following consultation with HR

Line Manager's Name: ..... Job Title: .....

Unit: ..... Contact No: .....

'Dear: .....

**Application for unpaid parental leave – (insert dates of leave)**

Following receipt of your application for Parental Leave and our meeting on (date).

I have considered your application for parental leave during the period requested. I am sorry but I am unable to agree to your request for the following reasons:

--

Please continue on a blank sheet if necessary

I am however, able to offer the following alternative dates:

Parental leave commencing on: .....Date

Returning to work on: .....Date

I hope this will be acceptable to you.

Signed: ..... Date: .....

***One copy of this form should be given to the employee and one forwarded to Human Resources.***



## SECTION D – NNC AGREEMENTS

Section	Content
D1	Removed (2006 NNC Pay and Conditions of Service Modernisation Proposal Document)
D2	Removed (Guide to the Implementation of the new Pay and Grading Structure etc)
D3	<a href="#">NNC/SCCOG National Agreement on Staff Transfer and Protections</a>
D4	<a href="#">Management of Change Protocol</a> (as amended 2012)
D5	<a href="#">NNC Circular 9/2011</a> – Joint Secretary Function (Role, Remit and Modus Operandi)
D6	<a href="#">Joint Statement on Workplace Learning and Development</a>



## **Section D3**

### **National Negotiating Council for the Probation Service and Standing Committee for Chief Officer Grades**

### **REHABILITATION PROGRAMME NATIONAL AGREEMENT ON STAFF TRANSFER AND PROTECTIONS**

#### **Introduction**

1. Under the Ministry of Justice's Rehabilitation Programme, Probation Trusts will cease to provide probation services on 31 May 2014 and existing staff transferred as appropriate to one of the newly created 21 Community Rehabilitation Companies (CRCs) or the newly established National Probation Service (NPS).
2. The transfer of Probation Trust employees to the Community Rehabilitation Companies and the National Probation Service on 1 June 2014 will be a key component of achieving a secure and fair transition to the new service delivery arrangements. It is then intended that the services transferred to the CRCs will be contracted out around October 2014, with contracts to be let via a share sale. This agreement therefore covers the following:
  1. The point of transfer to NPS or CRCs on 1 June 2014.
  2. The period between 1 June 2014 and CRC share sale.
  3. The position post share sale.

#### **Basis for transfer**

3. The Ministry of Justice has determined that transfers of employment will be undertaken by way of statutory Staff Transfer Scheme(s), supported by the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector (COSOP), rather than by transfers under the Transfer of Undertakings Protection of Employment Regulations (TUPE).
4. The Cabinet Office Statement of Practice, January 2000 (Revised November 2007) ('COSOP') will be followed. In COSOP the employees involved in such transfers will be treated no less favourably than if TUPE applied in relation to protecting statutory continuity of employment, existing terms and conditions, including occupational pensions.

## Principles

5. The key principles underpinning this National Agreement, which has been agreed by the National Negotiating Council and the Standing Committee for Chief Officer Grades and endorsed by the Ministry of Justice /National Offender Management Service, are:
  - A guarantee of employment for all probation staff, employed by a Probation Trust at 31 May 2014, in either the NPS or appropriate CRC.
  - No compulsory redundancy in either the NPS or CRCs for a period of seven months post share sale.
  - Prior to transfer, ongoing local meaningful consultation, informed by information provided by the MoJ/NOMS, will deal with any proposed post-transfer changes to employees' working arrangements, for example, changes to roles and responsibilities (see Appendix A).
  - Fair and equal treatment of all staff.
  - Transparent, equitable and straightforward processes relating to re-organisation.
  - Compliance with relevant employment legislation.
  - Ensuring staff are consulted with and kept informed of progress.
6. These principles will be achieved by:
  - Working through the existing NNC and SCCOG machinery on employment related transfer processes necessitated by the Transforming Rehabilitation Programme and transition.
  - Agreeing processes and ongoing oversight of issues through effective joint working by the Employers, the MoJ/NOMS and the recognised Trade Unions, using the existing national probation employment relations machinery.
  - Completing, publishing and consulting on an analysis of the impact on equalities issues in respect of any relevant aspects of the Transforming Rehabilitation Programme, taking appropriate action as necessary on the findings.

- Trusts maintaining robust consultation arrangements via local employment relations machinery. Trade union representatives should be allowed appropriate time off and workload relief to facilitate this process.
  - Staff Transfer Scheme(s) which explicitly sets out the terms of transfer including that the current terms and conditions of employment of the transferring staff are to be protected at the point of transfer.
  - Establishing a Staff Commission to consider issues arising as a direct consequence of the transfer of staff from Probation Trusts to either a CRC or to the NPS.
  - Ring fenced competition for roles within the NPS Corporate Services Hub to eligible Probation Trust Corporate Support staff with protection of current terms and conditions including continuity of service.
  - Ring fenced competition up to the point of transfer of new Corporate Support posts created in NOMS as a result of the new service delivery arrangements to eligible Probation Trust staff and surplus Civil Service staff at risk of redundancy
  - Ring fenced competition up to the point of share sale of new Corporate Support posts created in NOMS as a result of the new service delivery arrangements to former eligible Probation Trust staff and surplus Civil Service staff at risk of redundancy.
  - Ensuring no member of staff will ordinarily be required to undertake any function above or below their professional qualification, established role boundaries and pay banding.
7. This Agreement has been produced to provide a clear and consistent national framework which supersedes local organisational change policies.

### **Requirement to Inform and Consult**

8. Both Trusts and the MoJ acknowledge the continuing requirement to inform and consult trade union representatives of the affected employees on the transfer of their employment.

9. This consultation should be meaningful, timely and undertaken at the earliest opportunity. This includes:
- The fact of the transfer
  - When it will occur
  - Reasons for the transfer
  - Legal, social and economic implications
  - Measures which the Trust or the MOJ/NOMS envisage will be taken, in relation to the transfer, including the share sale, and if it is not intended that any should be taken, to state that fact (see Appendix A).

### **Analysis of Impact on Equality**

10. In accordance with the general equality duty, Trusts are required locally to analyse, and to publish the outcome of that analysis, the impact of any relevant aspect of the Rehabilitation Programme, including the staff assignment process, in respect of its impact on equalities issues: there must be evidence that the relevant equality issues have been properly considered.

### **Voluntary Redundancies arising as a direct consequence of the Rehabilitation Programme**

- 11 This Agreement includes an enhanced national voluntary redundancy scheme to apply during the transition period. The period covered by the agreement, attached at Appendix B, is up to and including 31 March 2016, decisions including agreement on applications for voluntary redundancy to have been made and agreed by 31 March 2015.

### **Post Transfer Staffing Arrangements including Post Share Sale**

12. The following guarantees will be put in place:
- A guarantee of employment for all probation staff, employed by a Probation Trust at 31 May 2014, in either the NPS or appropriate CRC.
  - No compulsory redundancy in either the NPS or CRCs for a period of seven months post share sale.

- Protection of continuity of employment for any member of staff transferring between NPS/CRC or vice versa up to the point of share sale.
- Additional protection of continuity of employment for staff employed on the 31 May 2014 who transfer between CRCs or from the NPS to a CRC for a period of seven years post share sale, this to be specified in the commercial contract.
- Continuing entitlement to membership of the LGPS for any member of staff employed by a Probation Trust on 31 May 2014, in accordance with the principles of Fair Deal
- Continuing entitlement to membership of the LGPS for any member of staff employed by a Probation Trust on 31 May 2014 who:
  - undertakes a voluntary job move within the employer to which they are transferred on 1 June 2014 - this entitlement to be for the lifetime of the contract in the case of a CRC.
  - undertakes a voluntary job move from the NPS to a CRC. This entitlement to last for a period of 12 months from the date of share sale of the receiving CRC.
  - undertakes a voluntary job move from one CRC to another. This entitlement to last for a period of 12 months from the date of share sale of the releasing CRC.
- Continuation of Trade Union Recognition.
- Continuation of National Collective Bargaining - national collective bargaining arrangements will be continued with the recognised trade unions. These arrangements, which will replicate the existing NNC and SCCOG machinery appropriately reconstituted, will be recognised in formal Constitutions agreed by 31 May 2014.
- Maintenance of existing funding levels for national and local facility time subject to compliance with the Cabinet Office Framework or as otherwise agreed exceptionally, plus the provision of additional facility time as agreed in respect of particular demands placed on trade union representatives as a result of Transforming Rehabilitation.

- Maximising career development opportunities and interchange between the CRCs and NPS. An Interchange Agreement will be developed and jointly agreed by 31 May 2014.

### **CRC and NPS Terms and Conditions**

13. The CRCs and NPS will adopt the existing NNC and SCCOG National Agreements on Pay and Conditions of Service for all staff.
14. Where a CRC is comprised of parts of more than one former Trust, the default position in the event of harmonisation will be to harmonise to the terms and conditions which are the most favourable to all staff e.g. mileage rates; special leave provisions.
15. Staff who transfer to the NPS will do so on their existing terms and conditions. Any harmonisation of terms and conditions will be undertaken in accordance with national collective bargaining.
16. In addition, the commercial contracts will specify that, other than where more beneficial terms exist, where voluntary redundancy is offered, the enhanced terms set out at Appendix B should apply to any member of staff in a CRC employed by a Probation Trust on 31 May 2014.

### **Job Evaluation**

17. Proposed new or changed posts in the CRCs or NPS will be evaluated in accordance with the existing NNC and SCCOG Job Evaluation Schemes which will be incorporated as part of the transfer process.

### **Pay Protection**

18. Where, as a direct consequence of the reorganisation, an employee suffers loss of earnings, s/he will receive protected pay on a mark time basis for a period of three years from the date of appointment to the new post or from whatever date the change takes effect.

### **Additional Travelling Expenditure**

19. Paragraph 36 of Section A4 of the NNC National Agreement on Pay and Conditions of Service sets out the provisions where an employee incurs additional travelling expenditure as the result of a change in work location determined by the employing body. Like provisions are set out at Section A5 of the SCCOG National Agreement on Pay and Conditions of Service.



## **Relocation**

20. Paragraphs 23-33 of Section 4 of the National Agreement on Pay and Conditions of Service set out the provisions in respect of removal allowances where employees are required to move in consequence of a decision of the employing body. Like provisions are set out at Section A5 of the SCCOG National Agreement on Pay and Conditions of Service.

## **National Collective Bargaining**

21. It is agreed that the existing national collective bargaining arrangements will continue in the CRCs and NPS on 1 June 2014 by means of the Staff Transfer Scheme. The NNC and SCCOG machinery will also continue to apply to new staff.
22. The MoJ has confirmed that the sale of shares in the CRC to the new provider does not constitute a TUPE transfer of undertakings as there is no change of employer, merely a change of ownership of the shares in the employer company. Following the share sale, the employer will continue to be the CRC and the relationship between the employer, recognised trade unions and employees is unchanged. Existing NNC and SCCOG National Agreements on Pay and Conditions of Service will therefore continue to be the terms and conditions for all staff.



## APPENDIX A

### GUIDANCE ON LOCAL CONSULTATION IN RESPECT OF THE HANDLING OF 'MEASURES'

1. Consultation must take place on any 'measures' which Probation Trusts, or NOMS/MoJ envisage will be taken in relation to the staff due to transfer either to the NPS or CRCs as a result of the transfer. There is no formal definition of 'measures' but these are generally considered to include, for example, any changes in working practices, job functions, work location or redundancies which the existing, or new employer, expects to make as a result of the transfer. The right to be consulted in respect of measures is separate from the right to be informed and consulted about the transfer but both can take place at the same time.
2. The following measures envisaged to be taken by Probation Trusts have been identified so far :
  - Implementation of the National Agreement on Staff Transfer, including the assignment of staff to the appropriate CRC or NPS
  - Reorganisation – process of splitting workforce
  - Shadow running
  - Transfer out of pension schemes
  - Hand in security passes, IT equipment
  - Handover of case load, information and documentation
  - Transfer of electronic data
3. There are also likely to be administrative changes post transfer which, whilst they are not deemed significant enough to meet the legal definition of a measure, it is accepted good practice that information should also be provided on these, for example:
  - Access to the Civil Service Jobs website for NPS staff.
4. In order to facilitate local consultation, the MoJ/NOMS will be required to provide Probation Trusts with written details of any measures envisaged

post transfer and, where appropriate, be invited to attend a consultative meeting.

5. Trusts should engage in meaningful and constructive consultation with the recognised Trade Unions, with a view to seeking their agreement. It is therefore essential that sufficient time is allowed for this. Accordingly, Trusts should not merely present the proposed measures to the trade unions, but should enter into full and proper consultation with Trade Union representatives with a view to achieving agreement as to the proposed measures.

This consultation must take place long enough in advance of the proposed transfer to allow for a meaningful exchange. The Trust must consider any representations made by the recognised trade unions in relation to the proposed measures, respond to them, and if they are rejected, state the reasons for doing so.

6. As any further information is obtained from the MoJ/NOMS relating to envisaged measures, this too will need to be the subject of on-going local consultation in line with the principles set out above.

## **Annex A**

### **Measures relating to staff due to transfer to the NPS**

The following matters relating to measures envisaged by NOMS have been identified so far:

- Transferring staff will become Civil Servants from the point of transfer and therefore be subject to the requirements of:
  - Civil Service Code
  - Official Secrets Act
  - Civil Service Management Code
  - Business Appointment Rules
- Alignment to Civil Service and NOMS policies and practices:
  - Appraisal & Poor Performance
  - Occupational Sick Pay
  - Attendance Management
  - Injury Benefit
  - Expenses & Relocation
  - Grievance
  - Conduct & Discipline
  - Maternity
  - Paternity - Adoption
  - Special Leave
  - Use of Redfern online tool for booking travel;
  - Use of online hire car tool;
- New ID will be provided to all transferring staff.
- Training
  - Organisation & Civil Service induction
  - NPS-specific
  - Job-specific
- ICT
  - New systems e.g. Phoenix Oracle (MSS, ESS, OTL, etc)
  - New risk-assessment tool
  - Redfern travel booking tool
  - Online hire car booking tool

- My Services
- Change to any existing pay date to the last working day of month and the method of payment for pay, allowances and expenses will be via BACS.
- Change to the existing annual leave year to 1<sup>st</sup> March to end February.
- Changes to NOMS Offender Management (OM) model as part of the wider 'Benchmarking' change programme impacting on transferring staff who work in OM.
- Changes to ways of working for all staff: – Flowing from working in an organisation with embedded Shared Services (Finance, HR, Procurement)
  - Introduction to new ICT
  - Flowing from the new probation services delivery model
- Security clearance
- Pensions
- Probation staff transferring into NOMS will become civil servants but remain in the LGPS and will not have the option to join the Civil Service pension scheme (PCSPS).
- If subsequently, individual employees were to move out of the probation service to other parts of NOMS or the wider Civil Service then they would move into the PCSPS and would no longer be active members of the LGPS.
- The 2014 LGPS changes will continue to apply to all eligible transferring probation staff.
- The NPS (NOMS) will develop a policy statement on LGPS 2014 'discretions'.
- Probation staff transferring into NOMS will remain on their existing pay and NNC and SCCOG job evaluation scheme.
- Existing local negotiating and consulting arrangements between recognised Trade Unions or workplace organisation (other than recognised Trade Unions) and Probation Trusts will cease at the point of transfer.
- NOMS provides childcare salary sacrifice arrangements for all staff which will be available to transferring staff.

- NOMS provides bicycle salary sacrifice arrangements for all staff which will be available to transferring staff.
- Potential harmonisation envisaged to local recognition agreements and future local collective bargaining machinery
- Potential harmonisation envisaged to former Trust local collective agreements (e.g. car mileage rates)
- Likely changes to work location, if any, including closures





## **Annex B**

### **Measures relating to staff due to transfer to CRCs**

The following matters relating to measures envisaged by the MoJ have been identified so far:

- New ID issued to all staff • Training
  - Organisation induction
  - Organisation-specific
  - Job-specific
- ICT
  - Introduction to new ICT
- Restructuring, changes to posts (functions and numbers and possibly location) in the future. CRCs will enter into appropriate consultation regarding any such changes.
- Changes to ways of working
  - Introduction of new ICT
  - New risk-assessment tool etc
  - Allocation of revised caseload
- Pensions
  - Probation staff transferring into CRCs will remain on the LGPS.
  - There may be one Fund Authority administering pensions in the future.
  - That there is an expectation that if staff were compulsorily transferred as a result of subcontracting services from CRCs to third parties that as long as staff remain mainly engaged on the probation services contract they could remain in LGPS
  - The 2014 LGPS changes will continue to apply to all eligible transferring probation staff.
  -
- Pay & Terms and Conditions
  - Probation staff transferring into CRCs will remain on their existing pay and NNC and SCCOG job evaluation scheme.

- Potential harmonisation envisaged to local recognition agreements and future local collective bargaining machinery.
- Potential harmonisation envisaged to former Trust local collective agreements (e.g. car mileage rates)
- The potential harmonisation of both terms and conditions and working practices where staff from multiple Trusts move into one CRC
- Potential harmonisation of “people” policies and procedures

## **Appendix B**

### **REHABILITATION PROGRAMME: ENHANCED VOLUNTARY REDUNDANCY SCHEME**

1. This Appendix sets out the voluntary redundancy scheme which will apply to employees in a category where there is a potential oversupply post transfer. This is likely to apply initially primarily to Senior Management and Corporate Support staff posts. The provisions apply in all cases of voluntary redundancy arising as a direct consequence of the TR Programme and will remain in operation until 31 March 2015, last day of service agreed to be no later than 31 March 2016.
2. Additionally, the commercial contracts will specify that, other than where more beneficial terms exist, where voluntary redundancy is offered, these enhanced terms should apply to any member of staff employed by a Probation Trust on 31 May 2014.
3. The decision in respect of individual applications on whether to award voluntary redundancy is at the employer's absolute discretion and will include consideration of, amongst other things, the exigencies of the service, organisational issues and business needs. Whilst the decision as to which applications for voluntary redundancy should be agreed and at what date this will take effect will rest with the employing body, it is expected that, in reaching a decision, the employer (Trusts in the period up to 31 May 2014) will reach agreement with MoJ/NOMS in terms of future service delivery arrangements.

#### **Time Limited Roles to Support Transition**

4. A variety of time-limited roles and working arrangements may be agreed to support transition, for example to complete work connected with the dissolution of Trusts. Where possible, these roles will be undertaken by staff currently undertaking the work who have agreed, once those roles have been completed post-transition, to accept voluntary redundancy in line with the National Agreement.

#### **Calculation of Redundancy Payments for Staff**

5. **Qualifying Service** – For the purposes of establishing entitlement to, and the calculation of, a redundancy payment, continuous service will include service with any public authority to which The Redundancy Payments (Continuity of Employment in Local Government, etc) (Modification) Order 1999 applies.
6. **Redundancy Pay** – Redundancy payments will be based on the employee's actual weekly pay and not the statutory rate.

#### **Voluntary Redundancy for those under age 55**

7. Redundancy compensation will be paid, subject to a maximum of 67.5 weeks' pay and reckonable service of 15 complete years, as follows:  
  
Four and a half weeks' pay for each year of completed service
8. Any statutory redundancy payment is included in the compensation payable.
9. A ready reckoner is set out at Annex A to this Appendix.

#### **Voluntary Redundancy for those aged 55 or over**

- Redundancy payment will be paid, subject to a maximum of 67.5 weeks' pay, in accordance with Paragraph 6 above
  - Immediate payment of standard retirement pension and a standard retirement grant (i.e. pension lump sum).
10. Where existing local arrangements are more favourable in individual cases, they will supersede the provisions of this scheme.

COMPLETED YEARS OF SERVICE															
Age 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
17	4.5														
18	4.5	9													
19	4.5	9	13.5												
20	4.5	9	13.5	18											
21	4.5	9	13.5	18	22.5										
22	4.5	9	13.5	18	22.5	27									
23	4.5	9	13.5	18	22.5	27	31.5								
24	4.5	9	13.5	18	22.5	27	31.5	36							
25	4.5	9	13.5	18	22.5	27	31.5	36	40.5						
26	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45					
27	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45	49.5				
28	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45	49.5	54			
29	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45	49.5	54	58.5		
30	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45	49.5	54	58.5	63	
31	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45	49.5	54	58.5	63	67.5
32	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45	49.5	54	58.5	63	67.5
33	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45	49.5	54	58.5	63	67.5
34	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45	49.5	54	58.5	63	67.5
35	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45	49.5	54	58.5	63	67.5
36	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45	49.5	54	58.5	63	67.5
37	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45	49.5	54	58.5	63	67.5
38	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45	49.5	54	58.5	63	67.5
39	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45	49.5	54	58.5	63	67.5
40	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45	49.5	54	58.5	63	67.5
41	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45	49.5	54	58.5	63	67.5
42	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45	49.5	54	58.5	63	67.5
43	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45	49.5	54	58.5	63	67.5
44	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45	49.5	54	58.5	63	67.5
45	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45	49.5	54	58.5	63	67.5
46	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45	49.5	54	58.5	63	67.5
47	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45	49.5	54	58.5	63	67.5
48	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45	49.5	54	58.5	63	67.5
49	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45	49.5	54	58.5	63	67.5
50	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45	49.5	54	58.5	63	67.5
51	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45	49.5	54	58.5	63	67.5
52	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45	49.5	54	58.5	63	67.5
53	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45	49.5	54	58.5	63	67.5
54	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45	49.5	54	58.5	63	67.5
55	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45	49.5	54	58.5	63	67.5
56	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45	49.5	54	58.5	63	67.5
57	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45	49.5	54	58.5	63	67.5
58	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45	49.5	54	58.5	63	67.5

59	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45	49.5	54	58.5	63	67.5			
60	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45	49.5	54	58.5	63	67.5			
61	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45	49.5	54	58.5	63	67.5			
62	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45	49.5	54	58.5	63	67.5			
63	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45	49.5	54	58.5	63	67.5			
64	4.5	9	13.5	18	22.5	27	31.5	36	40.5	45	49.5	54	58.5	63	67.5			
65+		4.5	9	13.5	18	22.5	27		31.5	36	40.5	45	49.5	54		58.5	63	67.5

## **Section D4**

### **MANAGEMENT OF CHANGE PROTOCOL**

#### **1. Introduction**

- 1.1. This NNC Protocol expresses the determination of the probation employers and trade unions to work together to maintain the security of employment of probation staff in a positive industrial relations climate.
- 1.2. The protocol provides an agreed framework within which trusts and trade unions should manage situations that potentially require a reduction in the number of employees. It should be applied in conjunction with legislative requirements and in association with local trust policies and procedures.
- 1.3. It sets out best practice principles and procedure to help probation employers and trade unions to deal with the impact of financial settlements and restructuring arising from organisational change and the need to continue to deliver high quality services. It is recognised that many trusts will already have in place policies and procedures consistent with the best practice set out in this document.
- 1.4. The guidance at Annex A is designed to ensure that individual employees are dealt with fairly and consistently and without discrimination. It is also recognised that individual employees should, where possible, be afforded flexibility and choice within the options available in the change process. Delivering flexibility should be seen as a shared responsibility between individual employers, their employees and the unions.

#### **2. Aim**

- 2.1. The aim of the NNC Management of Change Protocol is to ensure that every effort is made to minimise compulsory redundancies by using the following means:
  - Timely forward planning.
  - Consultation between employer and trade unions at the earliest possible opportunity.
  - A period of reflection to allow all parties to take stock at local, regional and national level.
  - Clarity over the options available to trusts to offer voluntary severance and/or voluntary early retirement.

- Advice on vacancy management and redeployment.

### **3. Forward Planning**

- 3.1. Timely workforce planning and the control of recruitment is the surest way of achieving security of employment and a workforce profile consistent with the needs of the organisation.
- 3.2. Trade unions should be fully involved in current and future workforce planning and consulted where the plans impact on the number and deployment of staff employed.
- 3.3. All avenues must be explored to ensure that recourse to compulsory redundancies is minimised.

### **4. Consultation**

- 4.1. Trade union representatives and employees will be notified at the earliest opportunity of the reasons for potential redundancy situations.
- 4.2. Full and meaningful consultation will take place with trade union representatives, and the period of consultation should exceed statutory requirements whenever information can be provided at an earlier stage.
- 4.3. At the start of the period of consultation information will be provided to the trade unions on:
  - the reason for the proposed redundancies;
  - the number and category of employees who may be redundant;
  - the proposed unit of redundancy;
  - the proposed method of carrying out redundancy dismissals;
  - the period over which redundancies might be carried out;
  - the proposed methods of calculating severance payments;
  - evidence that the relevant equalities issues have been considered of any redundancy proposals;
  - an assessment of the impact of staffing changes on workloads and capacity.
- 4.4. The aim of the consultation should be to avoid the need for redundancies wherever possible; reduce the number of employees who are to be made redundant to a minimum; determine redundancy selection criteria; determine any voluntary severance scheme and mitigate the negative



consequences of any redundancies, particularly in relation to workloads and capacity. Plans for workforce changes should incorporate:

- necessary changes to workload/distribution of workload;
- proposals for workload relief;
- proposals to discontinue certain work.

- 4.5. The results of the consultation with the recognised trade unions, including any representations made by the trade unions, will be considered by the trust board prior to any final decision. A formal response to the trade unions' representations will be made.

## **5. The Period of Reflection**

- 5.1. The period of reflection takes place when trusts reach a critical stage in their workforce planning and realise that they may need to issue compulsory redundancy notices.

- 5.2. The period of reflection enables:

- all parties to take stock/review action taken to date to avoid compulsory redundancies and
- an opportunity to look at any further action that could be taken to alleviate the situation (including addressing any barriers).

- 5.3. Trusts should notify the NNC Joint Secretaries by email at least six weeks before they are planning to issue compulsory redundancy notices to enable the period of reflection to commence. The Director of Probation and Contracted Services should also be made aware of the intention to issue notices of compulsory redundancy. The period of reflection can run concurrently with statutory periods of consultation and does not replace the requirement to consult with trade unions locally.

- 5.4. The period of reflection may take the form of meetings between the following stakeholders:

- Trust
- Recognised trade unions
- NNC Joint Secretaries
- NOMS Director of Probation and Contracted Services

- 5.5. It should be noted that, where appropriate and subject to the documentation provided, the Joint Secretaries may meet without the need

for trust or local trade union representatives to be present to consider a management of change matter within a trust.

- 5.6. Where a meeting is considered appropriate, it will be chaired by the NNC Joint Secretaries and will refer to the guidance at Annex A.

## **6. Vacancy Management and Redeployment**

- 6.1. Trusts must explore all pre-redundancy measures before seeking to go down the compulsory redundancy route. These alternative measures will be examined as part of the period of reflection.
- 6.2. Consideration should be given to:
- suitable alternative employment;
  - ring fencing of existing vacancies;
  - retraining;
  - linking with other external employers to identify any potential employment opportunities.
- 6.3. Trusts should also place any job vacancy advertisements on the probation service intranet (EPIC).

## **7. Voluntary Redundancy/Voluntary Early Retirement Schemes**

- 7.1. The decision whether to award voluntary redundancy or early retirement is at the employer's absolute discretion and will include consideration of, amongst other things, financial and organisational issues. Where at all possible, decisions on voluntary measures should be made prior to the contemplation of compulsory redundancy.
- 7.2. Trusts should explore the use of discretions available to them to enhance voluntary severance or early retirement payments via the following statutory provisions:
- Local Government (Early Termination of Employment) (Discretionary Compensation) Regulations 2006
  - Local Government Pension Scheme Regulations 2007
- 7.3. Advice on these discretionary provisions is available from PA, NOMS and regional trade union officials.

## **8. Evidence that the relevant equalities issues have been considered**

- 8.1. No formal requirement exists in the public sector Equality Duty to produce formal Equality Impact Assessments. Public bodies have the flexibility to move away from publishing long, formulaic documents, often produced after decisions have been made, and towards genuinely focussing on delivering equal treatment and equal opportunities for all. In having due regard, there must be evidence that the relevant equality issues have been considered. This can be shown in a variety of ways, such as in the minutes of a meeting where the issue was discussed, or by the publication of the data that supported a key decision.
- 8.2. Further information on the Equalities Duty for public bodies can be found at: <http://www.homeoffice.gov.uk/equalities/equality-act/equality-duty/>

## **9. Status**

- 9.1. This Protocol will be reviewed at two yearly intervals. The next review will take place in July 2014.



## **Annex A**

### **Pre - Redundancy Guidance**

#### **1. Is there an alternative to reducing the staffing complement?**

Consideration has been given to the impact of

- Natural wastage
- Restrictions on recruitment
- Cessation of use of agency workers
- Reduction or elimination of overtime
- Availability of secondments to NOMS
- Other possible measures

#### **2. Have you consulted with the recognised trade unions?**

In consultation, the key is not so much the length of the consultation process but the quality of the consultation which takes place during that period.

#### **3. Consultation Arrangements**

It is expected that the period of consultation will be the length of time necessary for full and meaningful consultation to take place and to comply where appropriate with statutory collective redundancy consultation periods.

#### **4. Have you considered Voluntary Redundancy or Early Retirement Schemes?**

#### **5. Was the 'pool' of employees from which those who are to be made redundant selected objectively and fairly reached?**

#### **6. Have fair, objective selection criteria been used?**

Use objective criteria, precisely defined and capable of being applied in an independent way, when selecting employees for redundancy. This is to ensure that they are not selected unfairly.

#### **7. Have you established a fair and objective selection process?**

#### **8. Are pay protection arrangements clearly stated in your agreed redundancy policy/procedure?**

- 9. Have you established an appeals procedure?**
- 10. Have you provided evidence that the relevant equality issues have been considered?**
- 11. Have you consulted each employee at risk of redundancy individually?**

Individual consultation with employees is essential. If such consultation is not carried out, any subsequent dismissal will almost certainly be unfair.

The consultation meeting should

- include an explanation of the basis for the individual's provisional selection for redundancy and
- provide an opportunity for the individual to express her or his views, ask any questions and to discuss and/or identify any alternatives to redundancy.

- 12. Have you offered counselling to employees at risk of redundancy?**
- 13. Have you considered suitable alternative employment for each employee at risk of redundancy?**

An employer must take reasonable steps to find alternative employment for employees who would otherwise be dismissed by way of redundancy. A failure to do so could make any dismissal unfair. In considering suitable alternative employment for staff with a disability, it should be remembered that the provisions of the Equalities Act to make reasonable adjustments must also feature in this exercise. In the case of an employee on maternity/adoption leave the employer's obligations go further in terms of identifying suitable alternative employment. The employer is under a statutory obligation to offer the employee any suitable alternative vacancy that exists. Care should also be taken to fully engage with any employees on long term sick leave who are at risk of redundancy.

- 14. Have you assisted each employee at risk of redundancy to find other work?**

Employees who have been given notice of dismissal by reason of redundancy should be provided with reasonable paid time off during working hours to look for new employment or make arrangements for training for future employment. Time off could be for the employee to attend an interview or visit a job centre or recruitment agency. Practical

support which trusts can provide may include assistance in the preparation of CVs, training in interview technique etc. Links can also usefully be developed with external Employment and Training Agencies

- 15. Have you calculated notice periods and entitlement to redundancy payments correctly?**





## **Annex A**

### **Pre - Redundancy Guidance**

#### **1. Is there an alternative to reducing the staffing complement?**

Consideration has been given to the impact of:

- Natural wastage
- Restrictions on recruitment
- Cessation of use of agency workers
- Reduction or elimination of overtime
- Availability of secondments to NOMS
- Other possible measures

#### **2. Have you consulted with the recognised trade unions?**

In consultation, the key is not so much the length of the consultation process but the quality of the consultation which takes place during that period.

#### **3. Consultation Arrangements**

It is expected that the period of consultation will be the length of time necessary for full and meaningful consultation to take place and to comply where appropriate with statutory collective redundancy consultation periods.

#### **4. Have you considered Voluntary Redundancy or Early Retirement Schemes?**

#### **5. Was the 'pool' of employees from which those who are to be made redundant selected objectively and fairly reached?**

#### **6. Have fair, objective selection criteria been used?**

Use objective criteria, precisely defined and capable of being applied in an independent way, when selecting employees for redundancy. This is to ensure that they are not selected unfairly.

#### **7. Have you established a fair and objective selection process?**

#### **8. Are pay protection arrangements clearly stated in your agreed redundancy policy/procedure?**

- 9. Have you established an appeals procedure?**
- 10. Have you provided evidence that the relevant equality issues have been considered?**
- 11. Have you consulted each employee at risk of redundancy individually?**

Individual consultation with employees is essential. If such consultation is not carried out, any subsequent dismissal will almost certainly be unfair.

The consultation meeting should:

- include an explanation of the basis for the individual's provisional selection for redundancy and
- provide an opportunity for the individual to express her or his views, ask any questions and to discuss and/or identify any alternatives to redundancy.

- 12. Have you offered counselling to employees at risk of redundancy?**
- 13. Have you considered suitable alternative employment for each employee at risk of redundancy?**

An employer must take reasonable steps to find alternative employment for employees who would otherwise be dismissed by way of redundancy. A failure to do so could make any dismissal unfair. In considering suitable alternative employment for staff with a disability, it should be remembered that the provisions of the Equalities Act to make reasonable adjustments must also feature in this exercise. In the case of an employee on maternity/adoption leave the employer's obligations go further in terms of identifying suitable alternative employment. The employer is under a statutory obligation to offer the employee any suitable alternative vacancy that exists. Care should also be taken to fully engage with any employees on long term sick leave who are at risk of redundancy.

- 14. Have you assisted each employee at risk of redundancy to find other work?**

Employees who have been given notice of dismissal by reason of redundancy should be provided with reasonable paid time off during working hours to look for new employment or make arrangements for training for future employment. Time off could be for the employee to

attend an interview or visit a job centre or recruitment agency. Practical support which trusts can provide may include assistance in the preparation of CVs, training in interview technique etc. Links can also usefully be developed with external Employment and Training Agencies.

- 15. Have you calculated notice periods and entitlement to redundancy payments correctly?**



**Section/D5**

**National Negotiating Council for the Probation Service**

**Employers' Side Secretary: Mark Ormerod**  
29 Great Peter Street  
London SW1P 3LW  
Telephone: 020 7340 0970  
[association@probationassociation.co.uk](mailto:association@probationassociation.co.uk)  
[www.probationassociation.co.uk](http://www.probationassociation.co.uk)

**Trade Union Side Secretary: Jonathan Ledger**  
4 Chivalry Road  
London SW11 1HT  
Telephone: 020 7223 4887 Fax: 020 7223 3503

**To: The Chair of the Probation Trust  
The Chief Executive of the Probation Trust  
(Copy enclosed for the Head of Human Resources)  
The Secretary of the Probation Trust  
Members of the NNC**

**21 November 2011**

**NNC CIRCULAR NO. 9/2011**

**The NNC Joint Secretary Function (Role, Remit and Modus Operandi)**

1. The Joint Secretary role is an integral part of the NNC machinery. However, the absence of any explicit statement within the NNC Constitution on its role, remit and functions has, over time, contributed to the potential for a lack of understanding about the specific nature of the Joint Secretaries' role.
2. Following a recent review of the national probation employment relations framework, work has been done to address concerns around the lack of explicit provision on the functions of the Joint Secretaries generally. Additionally, this work has sought to address the lack of clearly stated processes whereby referrals, either in respect of the interpretation of terms and conditions or dispute resolution, are made to the Joint Secretaries by local employers or trade unions.

Interpretation of Terms and Conditions

3. One key element of this work was to agree a procedure for addressing issues of differences which arise locally in the interpretation of national conditions and how these should be effectively referred to the Joint Secretaries for a determination. (The Joint Secretary office holders are the Chief Executive, Probation Association, on the Employers' Side and the General Secretary, Napo, on the Trade Union Side.) Following discussion, the procedure set out below has been agreed:

- (a) The Side (e.g. the Employer or combined Trade Union Side or the individual Trade Union) which wishes to refer a matter to the Joint Secretaries approaches the other about making a joint referral. If agreed, this should be accompanied by a separate statement from each Side representing their views.
- (b) If the request for a joint referral is rejected, the referral can be made unilaterally either by the Employer's Side, the combined Trade Union Side or an individual Trade Union.
- (c) To be considered by the Joint Secretaries the referral should be made in writing (see contact addresses above and e-mail details at Paragraph 9) formally to them, not to individual national union officers or PA employees.
- (d) Subject to the nature of the difference of opinion and its complexity, the Joint Secretaries will seek to make a determination, having liaised appropriately and expeditiously with all the parties.
- (e) A formal written response will always be sent in confirmation.

#### Dispute Resolution

4. A second element of the work arising from the above review was to agree a procedure for the Joint Secretaries' assistance to be requested in order to facilitate the resolution of a dispute/likely dispute. Following discussion, the procedure set out below has been agreed:

- (a) The Side (see above definition) which wishes to request the Joint Secretaries' assistance approaches the other about making a joint referral. If agreed, this should be accompanied by a separate statement from each Side representing their views and any supporting documentation.
- (b) If the request for a joint referral is rejected by one Side, the request for assistance can be made unilaterally. It should be submitted formally to the Joint Secretaries, not to individual national union officers or PA employees.

- (c) On receipt, the Joint Secretaries, having discussed the issues amongst themselves, will ordinarily agree whether the intervention of the Joint Secretaries is appropriate and, if so, liaise with all the parties, usually separately and jointly, to seek to facilitate a resolution.
  - (d) A formal written response recording the outcome of the Joint Secretaries intervention will always be sent in confirmation.
- 5. Whilst the Joint Secretaries encourage joint referrals to be made, the national Employers' and Trade Union Sides are agreed that unilateral referral should remain an option available to either Side locally, albeit only after a request has been made for the referral to be made jointly. Neither the employer nor the trade unions should be taken by surprise that a referral to the Joint Secretaries has been made.
- 6. As many of you will know, the Joint Secretaries' function is often represented by officials and officers, acting under the auspices of the NNC and drawn from the national trade unions, PA and NOMS HR, other than the formal NNC office holders. This delegation has long been the case given the demands on the roles and recognises the impracticality of two officials, each with their own full time posts, being able to discharge the whole range of responsibilities.
- 7. We should also add that early informal contact through the Joint Secretaries is often the most effective route to an early resolution of any differences before they escalate into formal dispute. It might be for example that a local union branch raises a query with the TUS Joint Secretary and the matter may be resolved by an exchange of telephone calls before the matter is formally referred. We and our representatives remain available always to assist in that way.

### **Management of Change Protocol**

- 8. It is considered that the role of the Joint Secretaries in the Management of Change Protocol is already adequately described.
- 9. For ease of reference, contact email addresses for the Joint Secretaries are:
  - Trade Union Side    [jledger@napo.org.uk](mailto:jledger@napo.org.uk)
  - Employers' Side    [mark.ormerod@probationassociation.co.uk](mailto:mark.ormerod@probationassociation.co.uk)
- 10. Finally, we hope that the contents of this circular and the clarity it brings will inform and assist constructive employment relations work locally. You may also

find it useful to consider jointly amending your local JNCC constitution to reflect the above processes.

If you have any queries, please do not hesitate to contact us.

Yours sincerely

Mark Ormerod  
Jonathan Ledger

Joint Secretaries



## **Section D6**

### **JOINT STATEMENT ON WORKPLACE LEARNING AND DEVELOPMENT**

1. The National Probation Service Joint Working Agreement (2003) sets out as a key principle the Employers' and Trade Unions' commitment to having a well-motivated, well-led, highly trained and professional workforce.
2. To reinforce that commitment, this joint statement has been drawn up by the National Negotiating Council for the Probation Service in recognition of the importance placed on lifelong learning and its links to employability and enhanced job satisfaction and performance.
3. Research shows that one of the keys to a productive, successful organisation is having a skilled and competent workforce. Employees must therefore be equipped with the appropriate skills, knowledge and abilities required for them to perform their roles.
4. The NNC endorses the principle that training, development and lifelong learning should be available to all employees at all levels throughout their career to enable them to perform their duties at a high level, to promote their personal skills and continuing professional development, to enhance their job satisfaction and increase employability.
5. The NNC acknowledges the work that NOMS, Probation Boards and Trusts and Consortia are undertaking to produce skills strategies to ensure that employees are equipped with the skills and experience needed to deliver modern probation services.
6. The parties to the NNC will work jointly to assist Boards and Trusts in embracing a learning culture and developing their own learning and development strategies.
7. It is also recognised that many Boards and Trusts already have in place well established training and development programmes for employees. It is expected that Union Learning Representatives will liaise closely with training managers to ensure that their respective roles complement one another, have clearly understood boundaries and that the scope for duplication is minimised.

#### **Union Learning Representatives**

8. The primary role of Union Learning Representatives is to advise union members about their training, education and developmental needs.
9. Section 43 of the Employment Act 2002 entitles accredited Union Learning

Representatives to reasonable paid time away from normal duties during working hours to undertake their role and the relevant training for that role. Activities covered by reasonable paid time off might include:

- analysing their members' learning or training needs;
  - providing their members' with information and advice about learning or training matters;
  - promoting the value of learning or training to their members;
  - consultation with the employer about carrying out any of these activities;
  - preparation for carrying out any of these activities;
  - undergoing relevant training.
10. The recognised trade unions will appoint accredited Union Learning Representatives in accordance with their own rules and in line with the ACAS Code of Practice.
11. The NNC recommends that, in accordance with the ACAS Code of Practice, Boards and Trusts give consideration to agreeing reasonable paid time away from their normal duties for individual employees who are members of the relevant trade union to enable them to make use of the services of the Union Learning Representative. There is no statutory right to paid time away from their normal duties for employees for this purpose. However, Boards and Trusts may wish to demonstrate their commitment to developing their staff, and, whenever possible, give reasonable paid time away from their normal duties to undertake learning.

### **Model Local Workplace Learning and Development Agreement**

12. The model Agreement sets out how employers and trade unions will work together to ensure that employees have the skills they need for their current role and for the future. Elements of the model may be tailored to suit local circumstances and existing initiatives.

### **Workplace Learning and Development Committee**

13. In order to progress the aims and objectives of the model Agreement, Boards and Trusts are asked to consider establishing a dedicated local Workplace Learning and Development Committee. Where this is not considered appropriate or necessary, the NNC commends the inclusion of

- a standing item covering Workplace Learning and Development on the agenda of the local consultative or other appropriate committee.
14. Issues arising from any learning and development initiatives should be raised initially through the locally agreed forum.

### **Time away from normal duties for Union Learning Representatives**

15. Employers and unions have a joint responsibility to ensure that agreed arrangements work to mutual advantage.
16. The National Negotiating Council recognises that workload relief is essential to facilitate the taking of paid time away from normal duties by Union Learning Representatives and supports the principle of providing a reasonable amount of paid time away from normal duties for Union Learning Representatives.
17. Time away from normal duties will not be unreasonably withheld. Release will be subject to the operational needs of the Probation Service and the principle that the provision should be reasonable within the resources available

### **Facilities for Union Learning Representatives**

18. It is expected that facilities will be given in accordance with any local overarching Trade Union Facilities Agreement.

August 2009

## Appendix A

### MODEL LOCAL LEARNING AGREEMENT

#### Introduction

1. This Agreement defines the aims and objectives to support the growth of workplace learning and development opportunities and skills for life.

#### Parties to the Agreement

2. The parties to this Agreement are:

.....	Probation Board/Trust
.....	Branch of Napo
.....	Branch of UNISON

#### Aims

3. The aims of this Agreement are to:
  - fulfil and build upon the commitment in the national Joint Statement on Workplace Learning and Development;
  - address the recommendation regarding the 'Employer's Pledge' contained in the Leitch Report and
  - build on Lifelong Learning initiatives to create and maintain a culture where learning is seen as an integral part of the lifestyle of employees.

#### Objectives

4. The objectives of this Agreement are to:
  - recognise and support the role of Union Learning Representatives (ULRs) and ensure that they are given the opportunity to take suitable training enabling them to offer support, advice and guidance to their members and to work with the Board/Trust to support a learning culture within the workplace;
  - encourage employees to take advantage of opportunities for workplace learning and development;

- ensure that workplace learning and development opportunities are available to all employees in accordance with the [ ] Board/Trust's commitment to equality of opportunity and diversity;
- jointly promote and develop existing learning initiatives;
- identify skills needs, including literacy, language and numeracy needs, and offer appropriate learning support;
- recognise and develop the skills of line managers and supervisors in supporting employees in accessing appropriate workplace learning and development opportunities to support career progression;
- provide opportunities for Skills for Life development within normal working hours.

### **Scope**

5. This Agreement relates to all [ ] Board/Trust employees.
6. The Board undertakes to ensure that the Agreement is not used as an alternative to collective bargaining arrangements and agrees to maintain and use existing negotiation and consultation machinery unless specifically stated otherwise in this Agreement.

### **Workplace Learning and Development Committee**

7. To progress the aims and objectives of the Agreement, a joint Workplace Learning and Development Sub-Committee has been established, accountable to the JNCC. It is expected that a key task of this committee will be to agree, review and monitor a Workforce Development Plan to establish the focus for training and development priorities.
8. Organisational issues arising from any learning and development initiatives will be raised initially through this Sub-Committee.

### **Fair and Appropriate Access**

9. The [ ] Board/Trust will work jointly with trade union representatives to ensure that appropriate training and development is provided to all employees.
10. The [ ] Board/Trust will work to tackle barriers and ensure that all employees can access learning which meets their needs and the needs of the organisation. The Board will work jointly with the recognised trade unions to help identify and address barriers to fair access to learning including accessible learning materials and flexible methods of delivery.

11. The parties to this Agreement recognise the importance of equality of opportunity and of access to enhance skills levels in order to meet both operational requirements as well as the individual learning and development needs of employees.

### **Union Learning Representatives**

12. The recognised trade unions will appoint Union Learning Representatives in accordance with their own rules and with the ACAS Code of Practice.
13. The recognised trade unions undertake to notify the Chief Officer/Chief Executive in writing of the names of accredited Union Learning Representatives and the dates of their appointments.
14. The recognised trade unions undertake to notify the Chief Officer/Chief Executive in writing of the name of any employee who ceases to be an accredited Union Learning Representatives and the date her/his accreditation ceased.

### **Time Away from Normal Duties For Union Learning Representatives**

15. Time Away from normal duties for Union Learning Representatives should be incorporated into the existing agreement on time away from normal duties for trade union activities which should be reviewed in response to the appointment of Union Learning Representatives. It is expected that [ ] will be dedicated to the functions of Union Learning Representatives. The allocation of time will be reviewed jointly one year after the implementation of this Agreement.
16. It is recognised by all parties to this Agreement that workload relief is essential to facilitate the taking of time away from normal duties by Union Learning Representatives.
17. Time away from normal duties will not be unreasonably withheld but it must at all times have regard to:
  - the operational needs of the [ ] Board/Trust;
  - the principle that the provision should be reasonable within the resources available to [ ] Board/Trust and should not impose undue burdens on other employees.

## **Facilities for Union Learning Representatives**

18. Resources will be provided in accordance with the overarching Trade Union Facilities Agreement.

## **Learning Needs Analysis**

19. It is agreed that any learning needs analysis should be undertaken with the full co-operation of all parties to this Agreement and the results used solely for learning and development purposes.
20. The analysis will not be used by any party in relation to other issues such as job evaluation, redundancy, performance review, pay, disciplinary or capability procedures.
21. Any learning needs analyses will be updated as and when a learning initiative has been completed.

## **The Employee as Learner**

22. [ ] Board/Trust is committed to consultation over changes to working patterns including starting and finishing times to enable employees to take advantage, where reasonable and practicable, of learning and development opportunities.
23. All skills for life learners will receive reasonable paid time off to undertake their training and learning.
24. Where employees who are members of the recognised trade unions wish to consult a Union Learning Representative about learning and development initiatives beneficial to their role, reasonable paid time off will be granted for such a consultation, subject to local authorisation in advance by the line manager - taking account of the principles of 18 above.

## **Review**

25. This Agreement will be reviewed annually and amended as necessary after such a review
26. The Agreement may be terminated by either party subject to three months' written notice.

## **Annex A**

### **Model 'Employer's Skills Pledge'**

On behalf of [ ] Probation Board/Trust, I, as Chief Executive/Chief Officer [or board member], make a commitment that we shall:

- actively encourage and support our employees to gain the skills and qualifications that will support their future employability and meet the needs of our business/organisation;
- actively encourage and support our employees to acquire basic literacy and numeracy skills, and with Government support work towards their first Level 2 qualification in an area that is relevant to our business/organisation;
- 
- demonstrably raise our employees' skills and competencies to improve the organisation's performance through investing in economically valuable training and development.

Signed:

Date:

#### **Note:**

1. In return for this commitment, employers making the Pledge will have access to Train to Gain, including the support of the brokerage service and literacy, numeracy and first full Level 2 training for their staff (subject to certain funding limits).
2. The employer needs to specify the scale, scope and timetable for delivering its Skills Pledge.