

**STANDING COMMITTEE FOR  
CHIEF OFFICER GRADES**

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

**Joint Secretaries**

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## INTRODUCTION

1. This handbook sets out the terms and conditions of service negotiated at national level by the Standing Committee for Chief Officer grades (SCCOG). The handbook, the contents of which will be regularly updated, sets out the national terms and conditions and comprises three sections:  
  

Section A	Terms and Conditions for Chief Officer/Assistant Chief Executive grades staff (i.e. Pay Bands A-D).
Section B	Agreed Schemes, Model Policies/Procedures for Chief Officer grades staff
Section C	Chief Executives - Terms and Conditions, Agreed Schemes, Model Policies and Procedures
Section D	National Agreement on Staff Transfer and Protections
2. SCCOG is a joint organisation of employers and employees and constitutes the recognised machinery for the application of collective bargaining for probation trust Chief Officer grades staff and Chief Executives. The parties to the Standing Committee are the Probation Association, Ministry of Justice (MoJ), GMB/SCOOP (Society of Chief Officers of Probation) and Napo. With effect from 1 April 2010 the constitution was amended to establish a sub-group specifically to deal with collective bargaining in respect of Chief Executives. Matters of common interest will be dealt with by the whole SCCOG.
3. The Standing Committee 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.
4. Section A of the Handbook sets out the terms and conditions of employment applicable to Chief Officer grades staff which the Standing Committee 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 term and condition relating to remuneration to be approved by the Secretary of State.
5. The Standing Committee 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.
6. In order to promote equality, probation trusts should ensure that:

- (i) all existing equal opportunities and anti-discrimination policies are reviewed, and amended 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 Equality Schemes is satisfied.
7. 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 located on EPIC.

## CONSTITUTION

### 1. Title

The Committee shall be known as the Standing Committee for Chief Officer grades (hereinafter referred to as “the Committee”).

### 2. Scope

The function of the Committee shall relate to Chief Officer grades staff (Pay Bands A-D) appointed by probation trusts in England and Wales and Chief Executives through the SCCOG Chief Executive Sub-Group.

### 3. Membership

The Committee shall consist of 10 members as follows:

#### ***Employers’ representatives***

Probation Association	4
Ministry of Justice	1

#### ***Employees’ representatives***

GMB/SCOOP	3
Napo	2

The Chief Executive Sub-Group will consist of six members as follows:

#### ***Employers’ representatives***

Probation Association	2
Ministry of Justice	1

#### ***Employees’ representatives***

GMB/SCOOP	3
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4. If any of the above bodies fail to appoint the number of representatives provided for, such failure shall not invalidate decisions of the Committee. In the event of a member being unable to attend any meeting the Committee, the body represented by the member shall be entitled to appoint a substitute.
5. The members of the Committee shall retire on 31 March every year and shall be eligible for reappointment.
6. Should a casual vacancy occur, a new member may be appointed by the relevant body. Any such new appointment shall be until the next 31 March.

## 7. Functions

The functions of the Committee shall be:

- i) to negotiate with a view to reaching agreement with regard to terms and conditions of employment of Chief Officer grades staff and Chief Executives. The determination of terms of employment relating to
  - (a) remuneration, fees or expenses and
  - (b) pensions, allowances or gratuities

requires the approval of the Secretary of State.

In pursuance of this function the Committee shall co-operate as may be desirable with other joint councils and committees on questions of common interest;

- ii) the settlement of such differences between probation trusts and Chief Officer grades/Chief Executive staff within their employ as may be referred to the Committee after local procedures have been exhausted by an officer, a probation trust or a local branch of Napo or by GMB/SCOOP.

## 8. Conduct of Business

The business of the Committee shall be conducted in accordance with the following rules:

- a) **Chair and Vice-Chair:** At its annual general meeting the Committee shall appoint a Chair and a Vice-Chair. The Chair shall alternate annually between the Employers' and Trade Union Sides. When the Chair is selected from the Employers' Side the Vice-Chair shall be elected from the Trade Union Side and vice versa.
- b) **Officers:** The Committee shall appoint Joint Secretaries and may appoint a Treasurer, Auditor and such other staff, if any, as it decides. These officers are in addition to the membership detailed in paragraph 3.
- c) **Co-opted Members:** The Committee may invite the attendance of any person whose special knowledge is considered to be of assistance. Such a person would not have the power to vote.
- d) **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 Committee, 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.



- e) **Voting:** The voting on the Committee shall be by show of hands or otherwise as the Committee shall determine. No resolution shall be regarded as carried unless it has been approved by a majority of the members present and voting on each side of the Committee.
- f) **Quorum:** The quorum shall be six members of the Committee divided equally between the two sides. The quorum for the Chief Executive Sub-Group will be four members divided equally. 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.
- g) **Notice of Meetings:** All notices of meetings of the Committee shall provide full details of the business to be transacted and agendas shall be sent to the members at least seven days before the date of a meeting. Such notices shall be sent simultaneously to each body represented on the Committee.
- h) **Settlement of Differences:** Both Sides of the Committee will always use their full endeavours to settle any difference within the Committee itself, or where deemed appropriate, through conciliation or mediation. In the event of a dispute over terms and conditions of employment arising between the two Sides which cannot be resolved through these processes, the dispute shall, if requested by either Side, be referred for settlement by arbitration.
- i) **Finance:** The administrative expenses of the Standing Committee and its sub-committees or working groups shall be borne equally by the two sides. This shall exclude expenses of representatives which shall be met by the respective sides.
- j) **Amendment of Constitution:** Amendment to this constitution may be proposed only after notice thereof has been given to the Joint Secretaries and circulated to the members of the Standing Committee and to each of the organisations referred to in Paragraph 3 above at least three months before the meeting at which the proposal is to be moved.



**SECTION A – TERMS AND CONDITIONS**  
**CHIEF OFFICER GRADES**

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## **APPOINTMENT**

### **Probationary Period**

1. The appointment of every new entrant to the service of a probation trust at Chief Officer grades 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 service where continuity of service is preserved.

### **Continuous Service**

2. For the purpose of
  - (i) Section A7 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. Where an employee is made redundant and subsequently returns to the probation service, there shall be an 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.
5. Where an employee returns to the probation service 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.

6. For the purpose of assessing continuing service, all previous continuous service with any probation trust, board or predecessor committee or any employer where the probation trust board exercised its discretion shall be aggregated.

## **Periods of Notice**

### **Resignation**

7. The minimum period of notice for an employee to terminate employment shall normally be three calendar months. 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**

8. 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**

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

### **General**

10. Unless otherwise stated, the calculation of allowances and general conditions shall follow those set out in the scheme of conditions of service of the National Negotiating Council for the Probation Service.

## **PAY AND GRADING PROVISIONS**

### **General**

1. The Chief Officer grades staff pay and grading structure consists of four distinct pay bands. All employees are assigned to a pay band on the basis of job score as measured by the nationally agreed job evaluation scheme.
2. All posts shall attract a basic salary in accordance with the nationally agreed pay bands.
3. Basic pay is the amount payable before the addition of any allowances or 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. Within each pay band there are a number of pay points to allow pay progression. The agreed pay ranges for each of the four bands are set out at Section A13.
6. 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**

7. Pay progression is applicable as appropriate annually on 1 April. Employees with less than six months' service on a probation Chief Officer grades staff pay point on 1 April in any year will not be eligible for a progression increase until six months after commencement on that pay point. Normal progression will then take place on the following 1 April.

### **Pay on Promotion**

8. 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.

## **Regular Earnings**

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

- London Allowance
- Market Forces Supplement
- Geographical Supplement
- Standby Payments

10. Where an employee's regular earnings include such premium payments, these will be pensionable and will also be taken into account in calculating sickness, maternity and holiday pay.

## **Pensions Eligibility**

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



**MARKET FORCES SUPPLEMENT**

1. 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.
2. 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.
3. 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 in SCCOG Circular 1/2007.
4. Where an employee moves to a post which does not attract a Market Forces Supplement, either within the same probation trust or a different trust, her/his entitlement to any previous Market Forces Supplement will cease.
5. Decisions in respect of the award of a Market Forces Supplement must be objectively justified, documented and notified to the SCCOG Joint Secretaries who will maintain records for monitoring purposes.



## **Section A4/SCCOG**

### **GEOGRAPHICAL SUPPLEMENT 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 Standing Committee for approval. Guidance on the authorisation and application of geographical supplements is available in SCCOG Circular 1/2008.
3. London Allowance, which is consolidated and counts for pension purposes, is paid to employees of the London Probation trust.
4. The geographical supplement is non-consolidated but counts for pension purposes.
5. The amounts payable at each level of geographical supplement and London Allowance will be reviewed annually as part of the annual pay review process.



## 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 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 Section A14, 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 board/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 A14 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 A14.

### **Bicycle Allowances**

14. The scale of allowance shall be as set out in the Pay and Allowances Card at Section A14.

### **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 board 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 of the NNC Agreement on Pay and Conditions of Service 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. 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 updated annually in line with the annual pay settlement.
20. Where Chief Officer grades staff continue to work at their normal place of employment after 8.30 p.m, having worked all day, the evening meal payment 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. Chief Officer grades staff working outside normal office hours or away from their normal place of employment with the approval of management may claim the appropriate subsistence allowance.

## **Relocation**

### **General**

22. 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. At the discretion of the board, provisions may also be made to an employee who moves her or his home in consequence of a voluntary transfer from another probation Area or on first appointment to the probation service.
23. In all cases the board 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.
24. Payments under Paragraphs 26-32 below will be dependent upon removal, sale and purchase taking place within 18 months of the employee taking up the new appointment.
25. As part of any relocation, probation trusts will be expected to reach agreement with recognised trade unions at local level on what constitutes a reasonable travelling area.

### **Allowances**

26. 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 16-17 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.



27. 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 16-17 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.

28. 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.

29. 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

30. 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.

31. 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 16-17 above in respect of the employee and her/his partner or dependant relative.

32. 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 Relocation Allowances**

- 33. Maximum levels of relocation allowances are set out in the Pay and Allowances Card at Section A14. These will be uprated annually in line with the annual pay settlement.
- 34. The overall reimbursement is subject to a maximum level to be determined by the board. Probation trusts may wish to take account of the HMRC tax exempt threshold and overall reasonableness in determining this amount.

**Additional Travelling Expenditure**

- 35. 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 his or her 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.

- 36. 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.
- 37. 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.

38. 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.



## **HOURS OF WORK**

### **Normal Working Hours**

1. The normal working hours are 37 per week.

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

2. Chief Officer grades staff may be required to work such additional hours (which may include occasional evenings and weekend days) as may from time to time be reasonable and necessary for the efficient performance of their duties for which no additional reimbursement will be paid. Where Chief Officer grades staff are required to work beyond 37 hours in any week, compensatory time off in lieu may be given within the next four week period at times agreed between the Chief Executive and the individual, paying due regard to the needs of the service.

### **Standby**

3. Chief Officer grades staff 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 formally rostered 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 call-out 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 6 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 call-out request.
- 4. 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.
- 5. SCCOG Circular 3/2010 refers.

#### **Call out**

- 6. Chief Officer grades staff 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 at plain time for the period they are required to attend (or work). Alternatively, they may choose to take time off in lieu.
- 7. 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, payment will be at plain time including for the periods on weekdays between midnight and 6am, at weekends and bank holidays. Call-out duty undertaken on a bank holiday will also attract equivalent time off with pay.
- 8. 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.
- 9. SCCOG Circular 3/2010 refers.

## 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. Chief Officer grades staff 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 to the service 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 employment of one probation trust to another may take with them any outstanding annual leave entitlement. An employee who leaves the probation service 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 notification and reporting procedures and production of a GP's statement.
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 local 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.

8. Service Days are deemed to include any locally awarded additional leave which is not covered by annual leave or bank or public holiday leave. Any such leave, which may also be termed concessionary, privilege etc., will be contained within the above entitlements.

### **Bank and Public Holidays**

9. Each full time employee is entitled to a day's paid leave in respect of each Bank and Public Holiday.

### **Medical Screening**

10. Paid time off shall be granted to enable male and female employees to undergo medical screening.

### **Jury Service**

11. 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.

### **Voluntary Public Service**

12. An employee may be awarded up to 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).
13. 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.
14. Applications for paid special leave for voluntary public service will not be denied unreasonably. Subject to any limitations imposed by the employing 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 Standing Committee**

15. Paid leave of absence will be awarded in appropriate cases for the purpose of enabling Chief Officer grades staff to attend meetings concerned with Standing Committee affairs.

### **Part-time Employees**

16. The leave entitlement (including Service Days and Bank and Public holiday leave) of part time employees will be calculated pro rata to the full time entitlement.



## 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 "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 10, 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 their employer 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 board 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 regular payments made in accordance with Paragraph 9, 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 board.
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 boards 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 board.
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 board 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 trust, 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 board 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 board 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 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 board 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 employee is advised of the terms of the report and shall afford her or him an opportunity of submitting observations thereon and of appearing or being represented before the board. If the board 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 board requires a doctor's statement from an employee, the Standing Committee recommends that probation trusts reimburse any cost incurred in obtaining such doctor's statements.





## 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



## **MATERNITY PAY AND LEAVE**

### **Eligibility**

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 (AML) 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 six 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 (OML).

7. All employees regardless of service will be entitled to a further 26 weeks AML beginning on the day immediately following that on which OML 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 1 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 sixteen 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 weeks' 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 will continue to receive all their contractual benefits (except pay) during periods of AML.
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.
27. This requirement cannot be overridden by a contrary contractual agreement. In terms of annual leave, normal carry over rules 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.



## Section A10 /SCCOG

### IN-SERVICE TRAINING

#### General

1. The Standing Committee 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 in-service training as the probation trust considers necessary.

#### Scheme of Assistance for Study

2. The Standing Committee considers probation trusts 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 her/himself and her or his dependants at a place other than where the trainee resides during the theoretical part of training.
  - (vi) Reimburse the standard 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 trust, is likely to be of value to the employee in her or his career in the service, then consideration should be given to 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 A7; and
  - (iv) Pay any reasonable sums as may be approved by the board 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 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 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 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 A14. 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 board 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/SCCOG

### LOSS OF 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 local 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 scheme (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 trust.

## Section A12/SCCOG

### **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 board, 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 board, 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 board is satisfied that such provision can lawfully be made.

**Annex to Section A12/SCCOG**

**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 a leg by at least 3 centimetres	15%	
	(h) Loss by amputation or complete loss of:		
		<u>Right</u> <u>Left</u> <i>(to be reversed if insured person is left-handed)</i>	
	(i) one thumb	20%	17½%
	(ii) one index finger	15%	12½%
	(iii) any other finger	10%	7½%
	(iv) one big toe	10%	10%
	(v) any other toe	3%	3%
	(i) Complete loss of use of shoulder or elbow	25%	20%
	(j) Complete loss of use of wrist	20%	15%



## Section A13/SCCOG

## CHIEF OFFICER GRADES SALARY SPINES

<b>Band A</b>				
	01/04/2010	01/04/2011	01/04/2012	01/04/2013
	£s pa	£s pa	£s pa	£s pa
<b>SC7 Min</b>	<b>42435</b>	<b>42435</b>	<b>42435</b>	<b>42859</b>
<b>SC8</b>	42859	42859	42859	43288
<b>SC9</b>	43290	43290	43290	43723
<b>SC10</b>	43726	43726	43726	44163
<b>SC11</b>	44167	44167	44167	44609
<b>SC12</b>	44610	44610	44610	45056
<b>SC13</b>	45055	45055	45055	45506
<b>SC14</b>	45510	45510	45510	45965
<b>SC15</b>	45967	45967	45967	46427
<b>SC16</b>	46434	46434	46434	46898
<b>SC17</b>	46891	46891	46891	47360
<b>SC18</b>	47371	47371	47371	47845
<b>SC19</b>	47842	47842	47842	48320
<b>SC20</b>	48324	48324	48324	48807
<b>SC21</b>	48804	48804	48804	49292
<b>SC22</b>	49294	49294	49294	49787
<b>SC23</b>	49780	49780	49780	50278
<b>SC24</b>	50281	50281	50281	50784
<b>SC25</b>	50781	50781	50781	51289
<b>SC26</b>	51287	51287	51287	51800
<b>SC27</b>	51801	51801	51801	52319
SC28 Max	52323	52323	52323	52846

<b>Band B</b>				
	01/04/2010	01/04/2011	01/04/2012	01/04/2013
	£s pa	£s pa	£s pa	£s pa
<b>SC22 Min</b>	49294	49294	49294	49787
<b>SC23</b>	49780	49780	49780	50278
<b>SC24</b>	50281	50281	50281	50784
<b>SC25</b>	50781	50781	50781	51289
<b>SC26</b>	51287	51287	51287	51800
<b>SC27</b>	51801	51801	51801	52319
<b>SC28</b>	52323	52323	52323	52846
<b>SC29</b>	52840	52840	52840	53368
<b>SC30</b>	53369	53369	53369	53903
<b>SC31</b>	53905	53905	53905	54444
<b>SC32</b>	54438	54438	54438	54982
<b>SC33</b>	54994	54994	54994	55544
<b>SC34</b>	55541	55541	55541	56096
<b>SC35</b>	56096	56096	56096	56657
<b>SC36</b>	56653	56653	56653	57220
<b>SC37</b>	57226	57226	57226	57798
<b>SC38</b>	57798	57798	57798	58376
<b>SC39</b>	58367	58367	58367	58951
<b>SC40</b>	58963	58963	58963	59553
<b>SC41</b>	59542	59542	59542	60137
<b>SC42</b>	60145	60145	60145	60746
<b>SC43</b>	60750	60750	60750	61358
<b>SC44</b>	61353	61353	61353	61967
<b>SC45</b>	61969	61969	61969	62589
<b>SC46 Max</b>	62588	62588	62588	63214

<b>Band C</b>				
	01/04/2010	01/04/2011	01/04/2012	01/04/2013
	£s pa	£s pa	£s pa	£s pa
<b>SC35 Min</b>	56096	56096	56096	56657
<b>SC36</b>	56653	56653	56653	57220
<b>SC37</b>	57226	57226	57226	57798
<b>SC38</b>	57798	57798	57798	58376
<b>SC39</b>	58367	58367	58367	58951
<b>SC40</b>	58963	58963	58963	59553
<b>SC41</b>	59542	59542	59542	60137
<b>SC42</b>	60145	60145	60145	60746
<b>SC43</b>	60750	60750	60750	61358
<b>SC44</b>	61353	61353	61353	61967
<b>SC45</b>	61969	61969	61969	62589
<b>SC46</b>	62588	62588	62588	63214
<b>SC47</b>	63213	63213	63213	63845
<b>SC48</b>	63839	63839	63839	64477
<b>SC49</b>	64488	64488	64488	65133
<b>SC50</b>	65123	65123	65123	65774
<b>SC51</b>	65782	65782	65782	66440
<b>SC52</b>	66427	66427	66427	67091
<b>SC53</b>	67097	67097	67097	67768
<b>SC54</b>	67765	67765	67765	68443
<b>SC55</b>	68450	68450	68450	69135
<b>SC56</b>	69135	69135	69135	69826
<b>SC57</b>	69820	69820	69820	70518
<b>SC58</b>	70523	70523	70523	71228
<b>SC59 Max</b>	71227	71227	71227	71939

<b>Band D</b>				
	01/04/2010	01/04/2011	01/04/2012	01/04/2013
	£s pa	£s pa	£s pa	£s pa
<b>SC52 Min</b>	66427	66427	66427	67091
<b>SC53</b>	67097	67097	67097	67768
<b>SC54</b>	67765	67765	67765	68443
<b>SC55</b>	68450	68450	68450	69135
<b>SC56</b>	69135	69135	69135	69826
<b>SC57</b>	69820	69820	69820	70518
<b>SC58</b>	70523	70523	70523	71228
<b>SC59</b>	71227	71227	71227	71939
<b>SC60</b>	71935	71935	71935	72654
<b>SC61</b>	72664	72664	72664	73391
<b>SC62</b>	73389	73389	73389	74123
<b>SC63</b>	74120	74120	74120	74861
<b>SC64</b>	74862	74862	74862	75611
<b>SC65</b>	75610	75610	75610	76366
<b>SC66</b>	76362	76362	76362	77126
<b>SC67</b>	77129	77129	77129	77900
<b>SC68</b>	77897	77897	77897	78676
<b>SC69</b>	78685	78685	78685	79472
<b>SC70</b>	79459	79459	79459	80254
<b>SC71</b>	80256	80256	80256	81059
<b>SC72</b>	81055	81055	81055	81866
<b>SC73</b>	81869	81869	81869	82688
<b>SC74</b>	82690	82690	82690	83517
<b>SC75</b>	83521	83521	83521	84356
<b>SC76</b>	84351	84351	84351	85195
<b>SC77</b>	85195	85195	85195	86047
<b>SC78</b>	86050	86050	86050	86911
<b>SC79 Max</b>	86914	86914	86914	87783

**PAY AND ALLOWANCES CARD****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
Sleeping-in 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	24.0p	24.0p	24.0p

is no 8,500 miles ceiling]			
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**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

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## Section B1/SCCOG

### MODEL GRIEVANCE PROCEDURE

1. It is expected that most questions concerning an employee's employment with the probation trust 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 a 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 trusts are recommended to adopt a Grievance Procedure based on the NNC Model set out at Section B5 of the NNC Agreement on Pay and Conditions of Service, modified in whole or in part as appropriate in respect of SCCOG staff and to meet local circumstances.
5. Where differences arise between probation trusts and Chief Officer grades staff within their employ, or where there is a complaint of unreasonable exercise of allowable discretion in relation to this group, the references to conciliation in the Standing Committee's Constitution shall be applicable.

\* **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.



## Section B2/SCCOG

### MODEL DISCIPLINE PROCEDURE

1. All probation trusts should have:
  - (i) Disciplinary rules which set standards of conduct at work;
  - (ii) A written procedure setting out formal arrangements for handling allegations of misconduct; and
  - (iii) Arrangements for dealing with matters of capability.
2. 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 disciplinary process is appropriate. However, where an employee's inadequate performance is thought to arise from genuine incapability, use of a capability process is more appropriate.
3. The NNC Model Discipline Procedure was drawn up having regard to the principles and standards contained in the ACAS Code of Practice on Disciplinary Practice and Procedures in Employment.
4. Probation trusts are therefore recommended to adopt a Discipline Procedure based on the NNC Model set out at Section B6 of the NNC Agreement on Pay and Conditions of Service, modified in whole or in part as appropriate in respect of SCCOG staff and to meet local circumstances.



## SECTION C – TERMS AND CONDITIONS

### CHIEF EXECUTIVES

<b>Section</b>	<b>Content</b>
<a href="#"><u>C1/SCCOG</u></a>	Appointment
<a href="#"><u>C2/SCCOG</u></a>	Pay Arrangements
<a href="#"><u>C3/SCCOG</u></a>	Allowances
<a href="#"><u>C4/SCCOG</u></a>	Main Conditions of Service
<a href="#"><u>C5/SCCOG</u></a>	Model Capability Procedure
<a href="#"><u>C6/SCCOG</u></a>	Model Disciplinary Procedure
<a href="#"><u>C7/SCCOG</u></a>	Model Grievance Procedure
<a href="#"><u>C8/SCCOG</u></a>	Model Individual Performance Review Scheme
<a href="#"><u>C9/SCCOG</u></a>	Model Code of Conduct
<a href="#"><u>C10/SCCOG</u></a>	Salary Spine





## **APPOINTMENT**

### **Probationary Period**

1. The appointment of every new Chief Executive shall be subject to a probationary period of six months. In exceptional circumstances the probation trust Board may extend the probationary period. At the end of the probationary period, and subject to a satisfactory report by the Trust Chair, the employee shall be transferred to the established staff. This probationary period shall not apply to a Chief Executive transferring from within the service of another probation trust or from any other service where continuity of service is preserved.

### **Continuous Service**

2. For the purpose of annual leave, sickness payments and maternity leave, 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. Where an employee is made redundant and subsequently returns to the probation service, there shall be an 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.

### **Periods of Notice**

#### **Resignation**

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

#### **Termination**

6. A probation trust may exceptionally dismiss the Chief Executive 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:

Continuous Service

One month or more,  
but less than two years

Two years or more,  
but less than 12 years

12 years or more

Period of Notice

One week

One week for each year of  
continuous employment

Not less than 12 weeks

**Calculation of Period of Notice**

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

## PAY ARRANGEMENTS

### 1. **Salary Structure**

- a) Each Trust Chief Executive post attracts a pay range of between 11 or 21 pay points.
- b) A Hay Job Evaluation exercise in 2012/13, the first step in the Standing Committee's review of Trust Chief Executive pay and reward structure, resulted in Chief Executive posts being grouped in five distinct bandings which relate directly to Hay reference levels 21 to 25.

Note: The modernisation process has been held in abeyance as a result of the Transforming Rehabilitation agenda and will be resumed, taking account of the changed environment.

2. Appointment is normally to the minimum of the pay band. In the event of serious recruitment and retention difficulties, the basic salary on appointment may be enhanced by up to six pay points (up to eight in exceptional circumstances e.g. in Metropolitan Area). Such an enhancement is withdrawable should the payment no longer be necessary or justified. The current salary spine is set out at C10/SCCOG.
3. Progression through the salary range will be on the basis of three new salary points each year on 1 April until the maximum of the basic salary scale is reached subject to satisfactory performance. Chief Executives with less than six months' service in the role on 1 April shall not receive normal progression on that date. Such Chief Executives shall be granted progression six months after their appointment. Alternatively additional pay points should be awarded on appointment to offset any loss incurred. Normal pay progression will then take place on the following 1 April.
4. In addition the Chief Executive may be eligible for an award based on individual performance (see paragraph 5 below).

### 5. **Performance Related Pay Scheme**

#### a) ***Terms of Appointment***

The terms of appointment of Chief Executives paid under this scheme provide that continuation of appointment is subject to satisfactory performance. Performance of the duties of the post and progress in achieving set objectives will be reviewed at intervals of not more than twelve months. The primary aim is to help post holders achieve the best possible level of performance but unsatisfactory performance may be regarded as grounds for action, which may include termination of appointment.

b) ***Performance Objectives and Awards***

Consideration will be given each year to payment of an award based on individual performance. Any such award shall relate to the Chief Executive's individual performance in achieving objectives set at the beginning of each year by the Trust Chair as part of longer term planning. All performance related payments are pensionable.

- c) In determining whether or not to make an award the trust shall operate an individual performance review scheme that:
- i) sets the individual's performance objectives at the beginning of each year, which includes progress towards long term planning objectives;
  - ii) appraises the individual's performance in achieving objectives during and at the end of the year; and
  - iii) determines the level of any award by assessment of the individual's performance.
- d) For Chief Executives there is a facility for incremental progression related to performance i.e. payments equivalent to the value of one, two, three or four pay points each of 1% may be awarded. Where three points are awarded one will be automatically retained each year, with the others having to be re-earned. Where four pay points are awarded, two will be retained and the others would need to be re-earned.
- e) When reaching the maximum of their part of the scale only one pay point will be retained regardless of whether three or four have been awarded. That element of the performance payment that is not translated into progression will be paid in the form of a one-off lump sum. Up to three new pay points (i.e. on three separate annual occasions) may be retained by a Chief Executive who is at the top of her or his particular scale.
- f) A model individual performance review scheme is set out at C8/SCCOG.
- g) Chief Executives shall have the right to discuss with the Trust Chair any matters arising from the application of the performance related pay scheme. There is no provision for Chief Executives to question decisions made under this scheme by appeal to other bodies. Decisions made by the Trust Chair within the terms of this scheme are final.

**6. Annual Salary Review**

- a) Annual salary reviews of Chief Executives are conducted having regard to the following:
- i) the question of affordability;
  - ii) recruitment and retention factors;

- iii) pay adjustments negotiated for employees of local probation trusts;
- iv) movements in relevant indices, including the retail price index;
- v) \* market factors including pay relativities and movements elsewhere, both in the public sector and for other appropriate benchmark groups in the criminal justice system;
- vi) \*an assessment of the relative salary levels of Chief Officer grades staff in relation to changes in roles and responsibilities and other groups identified in (e) above and the intrinsic worth of the job.

\* The Employers' Side has reserved its position with regard to the applicability of (v) and (vi).

## **7. Pensions Eligibility**

Chief Executives are eligible to join the Local Government Pension Scheme. Details of the scheme operating in any individual probation area can be obtained from the probation trust.

## **8. General**

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.



**ALLOWANCES**

**Travel, Meals and Overnight Accommodation**

1. A Chief Executive shall be reimbursed the actual expenses of travel reasonably incurred in the course of duty on production of valid receipts.
2. Chief Executives necessarily incurring additional expenses in the course of their work in respect of meals or overnight accommodation shall be reimbursed approved expenses, subject to appropriate evidence of expenditure being produced. Chief Executives who travel by rail who necessarily take a meal in a restaurant car shall be reimbursed the actual cost of a standard meal.

**Relocation**

1. Relocation expenses up to a maximum of £5,000 may be available. A proportionate repayment will be required to be made if the Chief Executive resigns within two years of taking up appointment.





## MAIN CONDITIONS OF SERVICE

### Hours of Work

1. Hours are as required, ordinarily a minimum of 150 hours over a four week period over a five day week.

### Annual Leave

2. Chief Executives are entitled to 36 days' annual leave, of which no more than four (4) may be on designated days; otherwise annual leave is to be taken at agreed times, with due regard to the needs of organisation. Annual leave can be carried over from one leave year to the next in exceptional circumstances and by agreement.
3. The annual leave year shall be from 1 April to 31 March.

### Bank and Public Holidays

4. Chief Executives are entitled to a day's paid leave for each of the eight bank and public holidays (New Year's Day, Good Friday, Easter Monday, Early May Holiday, Spring Bank Holiday, August Bank Holiday, Christmas Day and Boxing Day).

### Other Leave

5. Chief Executives may be granted additional leave, with or without pay, as agreed.

### Sickness Payments

6. A Chief Executive absent from duty owing to illness (which term is deemed to include injury or other disability) shall be entitled to sick pay in accordance with the following scale:

during 1 <sup>st</sup> year of service	1 month's full pay and (after completing 4 months' service) 2 months' half pay
during 2 <sup>nd</sup> year of service	2 months' full pay and 2 months' half pay
during 3 <sup>rd</sup> year of service	4 months' full pay and 4 months' half pay
during 4 <sup>th</sup> and 5 <sup>th</sup> 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

7. The position of Chief Executives absent on continuing sick leave should be reviewed at an early opportunity and before their entitlement to paid sick leave expires.

### **Maternity**

8. Chief Executives shall be entitled to the provisions of the National Negotiating Council for the Probation Service Maternity Scheme.

### **General**

9. Unless otherwise stated, the calculation of allowances and general conditions shall follow those set out in the scheme of conditions of service of the National Negotiating Council for the Probation Service.

## CHIEF EXECUTIVES - MODEL CAPABILITY PROCEDURE

### Introduction

1. As an organisation, the [ ] Probation trust expects the highest standard of commitment to work and of job performance by its Chief Executive. In most circumstances the Trust Chair, to whom the Chief Executive reports, will be able to resolve any performance issues through existing informal and formal accountability discussions on behalf of the board in the normal course of the working relationship. However, from time to time there may be a need for a more formal procedure to be followed.
2. The objective of the Capability Procedure is to provide a fair and consistent means of handling such circumstances. It aims to support and encourage the Chief Executive to improve to the required standard and to maintain this improvement. It is designed to deal with those cases where, despite support, the Chief Executive remains lacking in some area of ability, skill, competence or knowledge and is consequently unable to carry out the role to an acceptable standard.

### Principles underpinning the Capability Procedure

3. The following principles will underpin any action taken under the Capability Procedure:
  - The procedure will be applied fairly and consistently, taking account of the Trust's and the individual's needs.
  - All circumstances will be considered carefully.
  - Any extenuating circumstances will be given due consideration and handled sensitively.
  - The Chief Executive will be given all reasonable guidance and assistance to enable her/him to meet the required standards of performance. S/he in turn will be expected to do all s/he can to meet the required performance standards.
  - The Chief Executive will have the right of access to any evidence of poor performance.
  - The Chair/Board Members will be advised by an appropriate representative of HR who will generally attend any formal meetings.
  - At all formal stages of the procedure the Chief Executive will have the right to be accompanied by a Trade Union representative or workplace colleague if s/he so wishes.
  - The Chief Executive will have the right of appeal against any formal warning issued under the Capability Procedure.

- At each stage of the procedure, the Chief Executive will be made fully aware of all the factors being considered and the likely outcome.
4. Before instigating action under the Capability Procedure consideration must be given to whether the poor performance is due to:-
    - a disability in accordance with the Equality Act 2010. In these circumstances it would not be appropriate to instigate action under the Capability Procedure unless and until all the reasonable adjustments considered necessary have been assessed and implemented.
    - an underlying medical problem in which case action should be taken in accordance with the appropriate procedure.
  5. The Capability Procedure is not intended to cover cases of misconduct e.g. unprofessional conduct or the willful refusal to perform adequately. In cases where misconduct is an issue, this should be addressed under the Discipline Procedure.

### **Procedure**

6. The process should follow the principles and stages of the procedure that the Trust applies generally to its other employees, modified as appropriate by the paragraphs below.

### **Informal Stage**

7. Where appropriate, this is the preferred resolution. Before embarking on the formal procedure, the Chair (as line manager) and the Chief Executive may be able to address performance or capability issues through routine performance and development review meetings and through the provision of support, guidance, training, coaching etc.
8. However, if over time the Chair believes that there has been a serious deterioration of performance in the interim, or where it has not been possible to resolve any problem areas related to performance through informal discussions in the normal course of work, it may be necessary and appropriate to invoke the formal stages of the Capability Procedure.
9. Before doing this, the Chair must have exhausted the range of initial performance improvement measures and monitoring for dealing with unsatisfactory performance. The Chair may choose to consult with other board colleagues subject to the nature of the issue.

### **Stage 1 – Formal Capability Meeting**

10. The Chair and the Chief Executive will meet in order to:
  - i. identify the problem/issues;
  - ii. establish the reason(s) for this;

- iii. decide on the action required: this could include
    - clarifying individual and organizational expectations, requirements of the post, objectives and standards;
    - providing more support and guidance;
    - undertaking additional training/coaching;
    - developing abilities and skills;
  - iv. resource the action;
  - v. set timescales for the action;
  - vi. set timescales and procedures for monitoring and feedback by the Chair.
11. The Chair will confirm the agreed actions and timescale for review to the Chief Executive in writing together with the likely consequences of failing to meet the required standards and/or complying with the agreed action. The Chief Executive will be informed of the improvements required to meet the required standards and a written warning issued containing a statement of the likely outcome should s/he fail to meet such standards.
  12. At the end of the agreed timescale a meeting should be held between the Chair, advised as appropriate by HR, and the Chief Executive and any representative. Progress will be reviewed and the outcome of the discussion recorded in writing. If performance has improved during the review period but not to an adequate level, the level of improvement should still be acknowledged. Where the Chair considers however that the required improvement in performance has not been achieved or maintained, it will be necessary to move to Stage 2.

### **Stage 2 – Formal Capability Review Meeting**

13. If performance has not improved sufficiently in line with the requirements set in Stage 1, the Chair and the Chief Executive will meet again to evaluate the action(s) arising out of Stage 1 and reassess the agreed action plan and timescales. The Chair will make it clear to the Chief Executive that failure to improve performance within the revised timescale may lead to termination of appointment or some other action short of termination of appointment, and issue a formal written warning to that effect.

### **Stage 3 – Dismissal or other action short of dismissal**

14. If performance has not improved in line with the requirements set in Stage 2, the Board Secretary will convene a dismissal meeting, chaired by the Trust Chair, advised as appropriate by the Head of HR or appropriate external HR adviser, together with a member of the Trust Board.
15. At the end of the hearing, the Panel will consider its determination and notify the Chief Executive of its decision.
16. In appropriate circumstances, Stage 3 may provide exceptionally for a possible final cycle of support, monitoring and review. However, in most cases, it will have become apparent whether improvement is achievable and/or sustainable or not. Any other reasonable alternatives must also have

been considered prior to a decision to terminate the Chief Executive's employment including redeployment to a post in a lower pay band.

17. Depending on the circumstances, the options open to the Panel will be:
  - to dismiss the Chief Executive;
  - to take no further action on the basis that it considers the appropriate standard of performance to have been met;
  - In exceptional circumstances, the decision may be to extend the final review period.
18. Once Stage 3 has been completed and the Chief Executive found not to be capable of achieving the performance required in the role, her/his employment will be terminated on the grounds of capability.

### **Right of Appeal against Dismissal**

19. If the Chief Executive wishes to exercise her/his right of appeal against dismissal, s/he should submit the appeal in writing, clearly stating the grounds for the appeal, to the Board Secretary within 10 working days of the date of the letter notifying the outcome of the discipline hearing.
20. The grounds of appeal may comprise one or more of the following:
  1. The procedure was not followed and a material failure affected the decision.
  2. The evidence did not support a finding of incapability.
  3. The decision was too harsh taking into account the nature of the incapability, the mitigating circumstances and/or the Chief Executive's record of service.
21. The Board Secretary will convene an Appeals Panel comprising a minimum of two trust members who have had no previous involvement in the case. An independent third party chosen through ACAS to act in an advisory capacity will also be appointed to sit on the panel. The process should follow the procedure that the Trust applies generally to its other employees.
22. It is acknowledged that the principles of natural justice and good management practice must govern the conduct of any proceedings against a Chief Executive on the grounds of alleged inability to carry out her or his role. Thus, in those circumstances where it is not possible or practicable to convene a panel which satisfies the requirement of independence, the Appeals Panel should comprise: as chair, an independent person chosen through ACAS, a trade union nominee and a trust chair not previously involved in the process nominated by the Probation Association.
23. The Appeals Panel will notify the Chief Executive of its decision, and the reasons for the decision, in writing as soon as possible after the appeal hearing and, in any event, no later than five working days afterwards.
24. The decision of the Appeals Panel is final.

## **Right of Appeal against a warning**

25. If the Chief Executive believes that a warning under capability has been issued inappropriately and wishes to exercise her/his right of appeal, s/he should

submit the appeal in writing, clearly stating the grounds for the appeal, to the Board Secretary within 10 working days of the date of the letter notifying the outcome of the discipline hearing. The Board Secretary will arrange an Appeals Hearing within 20 working days of receipt of the written appeal.

26. The Appeals Panel, which has the right to uphold or dismiss the Chief Executive's appeal against the issuing of a warning, will comprise [two] Board members who have not been previously involved in the case. This process should follow the procedure the Trust applies generally to its other employees.
27. The Appeals Panel will notify the Chief Executive of its decision, and the reasons for the decision, in writing as soon as possible after the appeal hearing and, in any event, no later than five working days afterwards.
28. The decision of the Appeals Panel is final.

## **General**

29. The Trust Chief Executive is normally designated by the NOMS Chief Executive Officer as the Accountable Officer. Given that this designation may be withdrawn if the CEO concludes that the appointee is no longer a fit person to carry out those responsibilities or that it is otherwise in the public interest that the designation be withdrawn, s/he should be notified through the relevant senior NOMS official of the outcome of the capability process and any subsequent appeal against dismissal.

## **Records and Confidentiality**

30. On the conclusion of the formal capability procedure (at any stage) all the original paperwork will be passed to the Head of HR who will retain the papers under secure and confidential cover for a period of two years, after which they will be destroyed.

## **Review**

31. The procedure and its operation will be reviewed at two yearly intervals.





## CHIEF EXECUTIVES – MODEL DISCIPLINE PROCEDURE

### Introduction

1. The purpose of the Disciplinary Procedure is to ensure that any allegations of misconduct are dealt with and investigated fairly and thoroughly and that any disciplinary action is administered consistently, fairly and appropriately. The use of the formal disciplinary process should not be considered as the first option, however. In some circumstances it may be more appropriate to seek to resolve the difficulties informally at an early stage.
2. Thus, where an allegation is made relating to the conduct of the Chief Executive or there is some other issue relating to the Chief Executive which requires investigation, the Chair, in conjunction with [two] other board members (hereafter referred to as the Discipline Panel), should consider what action needs to be taken. Where appropriate and necessary, the panel should appoint an Investigating Officer to conduct an investigation as expeditiously as possible. The investigation report should be submitted to the Discipline Panel for consideration of next steps and whether the formal procedure should be invoked. This process should then follow the principles and stages of the procedure that the Trust applies generally to its other employees, modified as appropriate by the paragraphs below.

### Suspension

3. In serious cases e.g. because the remaining presence of the Chief Executive could be a serious risk to the resources, information or reputation of the Trust, the Discipline Panel may consider it necessary to suspend the Chief Executive on full pay whilst the matter is being investigated. Such a suspension should only take place after careful consideration and should be for as short a period as possible.
4. Where suspension has to be implemented as a matter of urgency the decision to suspend may exceptionally be taken by the Chair alone. The Panel, advised by the Head of HR or an appropriate external HR adviser, should also agree or authorise any protocols necessary to manage the suspension and the investigation.
5. The suspension, which will be for as short a time as possible, will normally be with pay but may exceptionally be without pay. Should the Chief Executive be suspended on no pay and later exonerated, her/his pay reinstated for the period of suspension on nil pay.
6. The Chief Executive will be told at the earliest opportunity if the investigation indicates that there are no grounds for formal disciplinary action and, if suspended, given a date to return to work. The Chair may still think it appropriate to give an informal warning about future conduct.

7. Any suspension should be carried out in accordance with the locally agreed Trust procedure and in line with the ACAS Code of Practice and guidance on employment best practice. The NOMS Chief Executive Officer (CEO) must however be informed via the relevant senior NOMS official.

### **Right to be accompanied**

8. Other than in circumstances where there is an urgent requirement to suspend the Chief Executive, s/he will be entitled to be accompanied at any formal stage of this procedure.

### **Timescale**

9. It is in the interests of all parties that proceedings be conducted as quickly as possible. It is recognised that it would be inappropriate to impose timescales that could in practical terms be difficult to achieve.

### **Penalties**

10. Serious breaches of discipline, which would be regarded as grounds for summary dismissal are set out at Appendix A attached. Where the decision is to take action short of dismissal, the penalties available to the Panel will be as for any other employee (these may be found at [insert name of local procedure and location]).

### **Right of Appeal against Dismissal**

11. If the Chief Executive wishes to exercise her/his right of appeal, s/he should submit the appeal in writing, clearly stating the grounds for the appeal, to the Board Secretary within 10 working days of the date of the letter notifying the outcome of the discipline hearing.
12. The Board Secretary will convene an Appeals Panel comprising a minimum of two trust members who have had no previous involvement in the case. An independent third party chosen through ACAS to act in an advisory capacity will also be appointed to sit on the panel. The process should follow the procedure that the Trust applies generally to its other employees.
13. It is acknowledged that the principles of natural justice and good management practice must govern the conduct of any proceedings against a Chief Executive on the grounds of alleged misconduct. Thus, in those circumstances where it is not possible or practicable to convene a panel which satisfies the requirement of independence, the Appeals Panel should comprise: as chair, an independent person chosen through ACAS, a trade union nominee and a trust chair not previously involved in the process nominated by the Probation Association.
14. The Appeals Panel will notify the Chief Executive of its decision, and the reasons for the decision, in writing as soon as possible after the appeal hearing and, in any event, no later than five working days afterwards.
15. The decision of the Appeals Panel is final.

## **Right of Appeal against action short of dismissal**

16. If the Chief Executive wishes to exercise her/his right of appeal, s/he should submit the appeal in writing, clearly stating the grounds for the appeal, to the Board Secretary within 10 working days of the date of the letter notifying the outcome of the discipline hearing. The Board Secretary will arrange an Appeals Hearing within 20 working days of receipt of the written appeal.
17. The Appeals Panel, which has the right to uphold or dismiss the Chief Executive's appeal against the finding and/or uphold or decrease the disciplinary penalty, will comprise [two] Board members who have not had any previous involvement in the case. The appeal hearing will take the form of a review of the case and the decision that was taken by the Discipline Panel: *it is not a rehearing*. This process should follow the procedure that the Trust applies generally to its other employees.
18. The Appeals Panel will notify the Chief Executive of its decision, and the reasons for the decision, in writing as soon as possible after the appeal hearing and, in any event, no later than five working days afterwards.
19. The decision of the Appeals Panel is final.

## **General**

20. The Trust Chief Executive is normally designated by the NOMS Chief Executive Officer as the Accountable Officer. Given that this designation may be withdrawn if the CEO concludes that the appointee is no longer a fit person to carry out those responsibilities or that it is otherwise in the public interest that the designation be withdrawn, s/he should be notified through the relevant senior NOMS official of the outcome of the discipline hearing and any subsequent appeal.
21. Allegations and complaints that are directed at the Chief Executive but are actually complaints about a particular service delivery issue should be dealt with through a general complaints procedure. If the matter is a grievance from a member of staff in respect of, for example, a decision made by the Chief Executive, it may be appropriate to deal with it first through the Trust's grievance procedure. Clearly, if the matter were a serious complaint against the Chief Executive's behaviour such as sexual or racial harassment, the matter would be one suitable for an investigation under the disciplinary procedure.

## **Records and Confidentiality**

22. On the conclusion of the formal disciplinary procedure (at any stage) all the original paperwork will be passed to the Head of HR who will retain the papers under secure and confidential cover for a period of two years, after which they will be destroyed.

**Review**

23. The procedure and its operation will be reviewed at two yearly intervals.

## Disciplinary Rules

### SERIOUS BREACHES OF DISCIPLINE

1. Serious breaches of discipline are those which are considered so grave that it is justified in no longer tolerating the continued appointment of the Chief Executive and would be regarded, subject to any mitigating circumstances, as grounds for dismissal with or without notice and without previous warning. Serious breaches of discipline can, in some circumstances, include acts committed outside working hours as well as those committed at work.

#### Examples:

- a) Commission of a criminal offence that is likely to adversely affect the performance of the terms of appointment and/or the relationship between the Trust and the Chief Executive.
- b) Failure to disclose a material conviction or a criminal offence.
- c) Theft, misappropriation or unauthorised possession of, or malicious damage to property belonging to the Trust, its employees, visitors to the Trust's premises or those in connection in respect of whom the Trust has responsibilities.
- d) Serious breach of confidentiality.
- e) Serious misuse of the Trust's computers (including e-mail and Internet) and other facilities; and serious misuse of computer held data (breach of Data Protection Act).
- f) Serious misuse of an official position as a Chief Executive for private advantage.
- g) Soliciting or acceptance of any bribe or gift of money or kind except:
  - i) small personal gifts, when to refuse would have detrimental effect on the Chief Executive's professional relationships. In such a situation, however, the Chief Executive must report the gift to her or his Trust Chair.
  - ii) small gifts of only token value either given on the conclusion of a courtesy visit (e.g. from a supplier) or as trade advertisements to a number of people (e.g. calendars, diaries etc).
- h) Wilful non-compliance with health and safety regulations and policies where such action could endanger life or cause serious injury.
- i) Fighting and physical assault at work.

- j) Sexual misconduct and other inappropriate relationships with a service user in respect of whom the Chief Executive has an official responsibility.
- k) Fraudulent certification or falsification of any expenses claim.
- l) Fraudulent falsification or unauthorised removal or destruction of any official record or document.
- m) Falsification of qualifications which are a stated requirement of appointment or which result in financial gain.
- n) Being under the influence of drink and or drugs (other than those that have been medically prescribed) and as a consequence being unfit for duties which the Chief Executive is or will be required to perform or which he or she may reasonably foresee having to perform.
- o) Unauthorised use of Trust vehicles.
- p) Wilful unlawful discrimination against or harassment of any employee or potential employee or a person in respect of whom the Trust has responsibilities on the grounds of gender, marital status, race, religion/belief, sexual orientation, disability, age or any other attribute.
- q) Withdrawal of the designation of Accountable Officer for the Probation trust, in the event that the NOMS Chief Executive Officer as Principal Accounting Officer concludes that the Chief Executive is no longer a fit person to carry out the responsibilities of an Accountable Officer, or it is otherwise in the public's interest that the designation be withdrawn.
- r) Serious breach of the standard of conduct expected of a Chief Executive in defined in the Code of Conduct for Chief Executives.

## CHIEF EXECUTIVES - MODEL GRIEVANCE PROCEDURE

### Introduction

1. In any organisation staff may have problems or concerns directly related, for example, to their employment, their work or working environment which they wish to raise and have addressed. This applies equally to the Chief Executive. It is expected that most questions will be dealt with satisfactorily in the course of the normal working relationship between the Chief Executive and the Chair of the Trust but there may be occasions when informal resolution has not proved possible.
2. The purpose of this Grievance Procedure is to provide a framework to enable the Chief Executive to raise a grievance and for this to be dealt with fairly, confidentially and promptly, without fear of recrimination or damage to the constructive working relationship which is essential between the Chief Executive and the Chair.
3. The aim of any Grievance Procedure is to settle grievances as near as possible to the point of origin. The Chair will ensure that the Chief Executive is fully aware of the steps available to her/him under the procedure and how a grievance should be raised.
4. The term 'grievance' is used to describe circumstances where the Chief Executive wishes to raise a matter of concern relating to her/his employment. It might relate to a perceived unfair, inappropriate or improper application or interpretation of the Trust's policy or terms and conditions of service, concerns about working conditions, new or changed working practices, or health and safety issues.
5. The procedure is not intended to deal with issues which are more appropriately dealt with in separate procedures including:
  - harassment/bullying
  - disputes which are appropriately dealt with through the established employment relations machinery
  - where the Chief Executive makes a protected disclosure within the meaning of the Public Interest Disclosure Act 1998

### Process

6. Any matter of grievance should be raised initially informally with the Chair as soon as possible and, other than in exceptional circumstances, within five working days (where reasonably possible and subject to the Chair's availability) of the Chief Executive becoming aware of the matter giving rise to the grievance. Both the Chief Executive and the Chair should seek to reach agreement on how the grievance can be resolved. Only if this fails should the formal stages of the Grievance Procedure be invoked.

7. Should the grievance not be able to be resolved informally, at each stage of the formal procedure the Chief Executive may be accompanied by either a Trade Union representative or a workplace colleague. The Chair will be accompanied and advised by an appropriate representative of HR.
8. The purpose of a Grievance Procedure is to enable prompt action to be taken to resolve a grievance and to enable action to be taken, where appropriate, to remedy the cause of the grievance. Its purpose is not intended to establish guilt or innocence but to achieve a resolution of a problem. The Chair is expected to deal reasonably and quickly with the Chief Executive's concern and the Chief Executive is expected to continue to work normally and with full co-operation while a grievance is being progressed.
9. Timescales have been fixed to ensure that grievances are dealt with quickly. These may be extended if agreed by both parties.

## **STAGES OF THE GRIEVANCE PROCEDURE**

### 10. Informal Stage

- (i) The Chief Executive should discuss her/his grievance with the Chair in the first instance.
- (ii) At this informal stage both parties should seek to agree how the grievance can be resolved. If appropriate, consideration should also be given to conciliation or mediation, including the involvement of external facilitators.
- (iii) If the grievance is resolved, the Chair and the Chief Executive should agree a written note of the outcome.
- (iv) If the grievance is not resolved informally and the Chief Executive wishes to pursue the matter further, the formal procedure described below must be followed.

### 11. Formal Stage 1

- (i) In the first instance and after having raised the matter informally, the Chief Executive should raise the grievance with the Chair in writing on Form GP1/CE and submit it, together with any relevant documentation, within 10 working days of the informal process coming to an end.
- (ii) The Chair, on receipt of the grievance, may be able to implement action to resolve the grievance immediately in which case the Chief Executive will be advised accordingly. If not, the Chair will arrange a meeting with the Chief Executive to discuss the matter formally within five working days of receipt of the grievance.



- (iii) The Chair will make such enquiries as s/he thinks necessary and, if appropriate, will discuss the matter with [e.g. Director of HR] and will reply to the grievance in writing within 10 working days of the meeting.

## 12. Formal Stage 2

- (i) If the Chief Executive remains dissatisfied after Stage 1 has been completed and wishes to pursue the matter further, s/he should write to the Chief Executive of the Probation Association within five working days of receipt of the decision at Stage 1. The Chief Executive should forward the completed form GP1/CE, together with any relevant documentation and set out clearly in writing all the reasons why s/he believes the matter to be unresolved and what remedy is sought.
- (ii) The Probation Association will nominate an independent and demonstrably impartial Chair, supported by an HR Adviser as appropriate, who will seek to resolve the grievance. If the nominated Chair is unable to resolve the grievance to the satisfaction of the individual immediately, s/he should arrange to meet the Chief Executive within 10 working days of receipt of the documentation.
- (iii) After that meeting, the independent Chair will decide upon the action to be taken, if any, and should inform the local Chair and Chief Executive in writing within five working days of the meeting.
- (iv) On completion of Stage 2, the grievance procedure is concluded.

## **RECORDS AND CONFIDENTIALITY**

- 13. The grievance procedure is confidential to those involved.
- 14. On the conclusion of the grievance (at any stage) all the original paperwork should be passed to the [HR Director/Board Secretary] who will retain the papers under secure and confidential cover for period of [one/two] years, after which they will be destroyed.
- 15. The [HR Director/Board Secretary] will maintain a central secure record of all grievances raised to include:
  - the completed EO monitoring form
  - a brief summary of the grievance (including dates)
  - the outcome

## **Review**

- 16. The procedure and its operation will be reviewed at two yearly intervals.



### Grievance Procedure – Stage 1

*Sections 1 and 2 should be completed by the Chief Executive and forwarded to the Chair. Any supporting paperwork should be attached.*

1. Details of the Grievance

(Please include full details of the grievance; include attempts at informal resolution and the outcome and remedy sought)

Form submitted to:

On:

Signed:

Date:

**Sections 2, 3 and 4 to be completed by the Chair**

2. Action taken

(to include date of meeting, record of meeting, advice sought etc as appropriate)

3. Was the grievance resolved? YES/NO

If 'NO', complete Section 4 below with reasons why the complainant remains dissatisfied

If 'YES', return the completed form GP/CE1 to the Chief Executive to complete Section 5.

4. Reasons for Chief Executive remaining dissatisfied at Stage 1

Signed:  
Date:

Returned to the Chief Executive on (date):

*If the grievance remains unresolved, the complainant should forward form GP1/CE, together with any other additional comments in writing, to the Chief Executive, Probation Association within five working days of receipt of the completed GP1.*

5. Resolution at Stage 1

I am satisfied that my grievance has been resolved

and/or

I no longer wish to pursue my grievance

Signed:

Date:

*If the grievance was resolved or the Chief Executive no longer wishes to pursue it, the complainant should forward the original paperwork to the [Director of HR/Board Secretary] for retention.*

## Grievance Procedure – Stage 2

*This form is to be completed by the relevant independent Chair nominated by the Probation Association, normally within five working days of the Stage 2 meeting and a copy sent to the Chief Executive raising the Stage 2 grievance. All original paperwork should be forwarded under confidential cover to the [ ] Trust's [Director of HR/Board Secretary] for retention.*

1. Name of Chief Executive

Trust:

Full or Part Time:

2. Stage 2 Grounds

3. Action Taken

*(to include date of appeal meeting, note of the meeting, advice sought and any other relevant information as appropriate)*

4. Was the grievance resolved?

YES/NO

If 'YES', please complete Section 5 below

If 'NO', complete Section 6 below



5. Resolution at Stage 2

If the grievance was resolved, detail below the reasons why, and actions to be taken as appropriate

*The person responsible for dealing with Stage 2 must ensure that any decisions and actions arising as a result are communicated to and implemented by the appropriate individuals.*

6. Final Decision

*If the grievance was not resolved, detail below the final decision*

Completed Form GP2 returned to complainant on:

Copy of GP2 and all original paperwork forwarded to the [Director of HR/Board Secretary] on:

Signed:

Date:

## GRIEVANCE PROCEDURE - EQUAL OPPORTUNITIES MONITORING FORM

Please complete the form below and attach it to Form GP1/CE:

The following information will be used for EO monitoring purposes. It will be treated as confidential and detached from other paperwork associated with your grievance.

1. Job Title
2. Male/Female (please delete as appropriate)
3. Marital status:
4. Date of birth:
5. How would you describe your ethnic origin (please tick the appropriate box):

<b>Asian or Asian British</b>		<b>Mixed</b>	
Indian	<input type="checkbox"/>	White and Black Caribbean	<input type="checkbox"/>
Pakistani	<input type="checkbox"/>	White and Black African	<input type="checkbox"/>
Bangladeshi	<input type="checkbox"/>	White and Asian	<input type="checkbox"/>
Any other Asian background	<input type="checkbox"/>	Any other mixed background	<input type="checkbox"/>
<b>Black or Black British</b>		<b>White</b>	
Caribbean	<input type="checkbox"/>	British	<input type="checkbox"/>
African	<input type="checkbox"/>	Irish	<input type="checkbox"/>
Any other Black background	<input type="checkbox"/>	Any other White background	<input type="checkbox"/>
<b>Chinese or Other ethnic group</b>			
Chinese	<input type="checkbox"/>		
Any other	<input type="checkbox"/>	Prefer not to say	<input type="checkbox"/>

6. Do you consider yourself disabled? YES/NO



## MODEL INDIVIDUAL PERFORMANCE REVIEW SCHEME

### 1. Purpose

The purpose of an individual performance review scheme is to help Chief Executives achieve the best possible level of performance. The central principle underlining any scheme is that Chief Executives will work more effectively if they know what is expected of them, and receive feedback on how well they are performing.

Performance review will operate best if it is based on openness between reviewer and jobholder with a regular formal review as well as frequent informal discussions.

### 2. Key Features

Individual performance review involves:

- a) the use of agreed objectives, which include progress towards long term policy aims of the local probation trust and the wider service.
- b) monitoring of progress made in meeting pre-set and pre-agreed objectives; and
- c) an annual review at which assessment of achievements is discussed and the next year's objectives are agreed.

### 3. Use of Objectives

If performance review is to be equitable, then performance must be judged against pre-set objectives rather than by subjective opinions about the Chief Executives. The scheme involves judgement of the extent to which objectives have been met rather than assessment of personality traits.

The exercise of agreeing a list of objectives will clarify the task ahead. The more closely the objectives are defined, including a measure of how success is to be recognised, the clearer the task becomes.

It is neither possible nor desirable to take a completely scientific approach to the setting of objectives, but the purpose must be systematic and produce realistic objectives. Objectives should be achievable but challenging - Chief Executives are expected to manage difficult and complex tasks. Objectives need to be set to meet NOMS objectives and local probation trust policies. Consequently measures of success also need to be set locally.

### 4. Review of Performance of Chief Executives

Each year the Trust Chair (or designated substitute) shall meet the Chief Executive to agree the objectives to be set for the forthcoming year. It is suggested that the duties of the Chief Executive are considered and a set of key accountabilities identified. These are the key outcomes of the job that the post holder is expected to meet. It is unlikely that they will vary much over time. [It is suggested that between

four and eight accountabilities will encompass the core of Chief Executive's role]. Each year the Chair and the Chief Executive should agree the objectives that need to be met in the forthcoming year if the key accountabilities are to be undertaken satisfactorily. A number of objectives may need to be achieved in order to meet a single accountability. For each objective it is essential that a measure(s) of success is agreed in advance.

Agreed pre-set objectives should be recorded at the beginning of the year. The trust board will wish to be satisfied that the agreed objectives and measures of success properly reflect the aims and policies of the trust and the probation service.

Apart from the annual review it is important to review progress during the year. At least one formal discussion should be held between the Chair and the Chief Executive during the year to this end. Circumstances may change so that objectives previously set can no longer realistically be achieved in full. Conversely objectives that were previously felt to be achievable only with difficulty may more easily be attained because of changing circumstances. Chief Executives are appointed to manage a complex service. However, there may be changes in circumstances that could not reasonably have been foreseen and are of such magnitude that they will have to be taken into account.

At the end of the year the Chair (or designated substitute) and Chief Executive should discuss their assessment of the extent to which the agreed objectives have been met. Where possible agreement should be reached with the Chief Executive as to whether or not agreed objectives have been met.

## **5. Performance Levels**

Having discussed, and where possible agreed, an assessment as to the extent to which objectives have or have not been met, a recommendation shall be made as to the level of performance in achieving pre-set objectives. An award of up to 4 per cent of basic salary may be made in accordance with Paragraph 2 of Section C2/SCCOG.

## MODEL CODE OF CONDUCT

### Code of Conduct – Chief Executives of Probation trusts

As a Chief Executive of a Probation trust, I will make the aims of the National Offender Management Service (NOMS) my main priority. I will also observe the Nolan Principles (see Annex A):

NOMS seeks to:

- protect the public;
- reduce re-offending;
- ensure proper punishment of offenders;
- rehabilitate offenders; and
- ensure offenders' are aware of the effects of crime on victims of crime and the public.

To deliver both NOMS' Values and the Nolan Principles, as the Trust Chief Executive I will:

- be honest and act with integrity;
- embrace change and innovation;
- accept responsibility for my own work and the performance of the people I manage;
- value and demonstrate my commitment to working as a team member by working with the Chair and Board Members of the Probation trust, and colleagues in the wider community;
- respect partners in other parts of the public/voluntary sector and in other agencies;
- not place myself under and financial or other obligation to outside individuals or organisations that might seek to influence the performance of my official duties; and
- implement local and national policies within the Trust in accordance with directions from the Secretary of State and the Chief Executive Officer of NOMS.

This means in particular that:

1. I will:
  - use the resources available to me in an effective, efficient and timely manner, having proper regard to the best interests of the public and my staff;

- be guided by the interests of my staff while ensuring a safe working environment;
  - put into practice appropriate support and disciplinary procedures for staff; and
  - seek to ensure that anyone with a genuine concern is treated reasonably and fairly and in line with statutory whistle blowing procedures.
2. I will seek to ensure that member of Trust staff, service users or stakeholders is discriminated against because of their religion, belief, race, colour, gender, gender identity, marital status, disability, sexual orientation, age or national origin, including in relation to letting and monitoring of contracts and service delivery.
3. I will be honest and act with integrity and probity at all times. I will not make, permit or knowingly allow to be made, any untrue or misleading statement relating to my own duties or the functions of my employer.

I will seek to ensure that:

- Trust resources are protected from fraud and corruption and that any incident of this kind is reported to the relevant parties;
  - judgments about colleagues (including appraisals and references) are consistent, fair and unbiased and are properly founded; and
  - the best interests of the public are upheld in decision-making and that decisions are not improperly influenced by gifts or inducements.
4. I will accept responsibility for my own work and the performance of the people I manage. I will seek to ensure that those I manage accept that they are responsible for their own actions to:
- the public and their representatives by providing a reasoned explanation of the use of resources and performance;
  - the Board, Ministers and the Chief Executive Officer of NOMS by answering questions and complaints in an open, honest and fully-researched way and in a manner which provides a full explanation of what happened, and of what will be done to deal with poor performance and, where appropriate, giving an apology; and
  - Trust staff and partners in other agencies by explaining and justifying decisions on the use of resources and give due and proper considerations for improving performance, the use of resources and service delivery.

For the avoidance of doubt, nothing in paragraphs two to four of this Code requires or authorises a Chief Executive to whom this code applies to:

- make, commit or knowingly allow to be made any unlawful disclosure;



- make, permit or knowingly allow to be made any disclosure in breach of his or her duties and obligations to his or her employer, save as permitted by law.

If there is any conflict between the above duties and obligations and this Code, the former shall prevail.

5. I will not speak in public as a representative of a political party or publish any written work intended to affect support for a political party. I am not a member of any of groups or organisations considered to be promoting racist philosophy, aims, principles or policies.

I will:

- distinguish clearly, when speaking or writing, between my personal views and those of the Trust; and
  - declare in writing to my Board Chair any personal or professional relationship with staff or others, including individuals supervised by the Trust, which could bring discredit or be prejudicial to the purpose or image of the Trust/the wider probation service.
6. I will show my commitment to working as part of a team by working to create an environment in which:
- teams of frontline staff are able to work together in the best interests of relevant parties;
  - leadership is encouraged and developed at all levels and in all staff groups; and
  - the Trust works effectively with its local community.

I will also seek to ensure that:

- partners in other relevant agencies are invited to make their contribution to improving offender management services, with due regard to enforcement, rehabilitation and public protection;
  - Trust staff are:
    - valued as colleagues;
    - properly informed about the management of the Trust;
    - given appropriate opportunities to take part in decision-making;
    - given all reasonable protection from harassment and bullying;
    - provided with a safe working environment;
    - helped to maintain and improve their knowledge and skills and achieve their potential; and
    - helped to achieve a reasonable balance between their working and personal lives.
7. I will take responsibility for my own learning and development. I will seek to:

- take full advantage of the opportunities provided;
- keep up to date with best practice; and
- share my learning and development with others.

## **The Seven Principles of Public Life (the `Nolan Principles`)**

### **Selflessness**

Holders of public office should take decisions solely in terms of the public interest. They should not do so in order to gain financial or other material benefits for themselves, their family, or their friends.

### **Integrity**

Holders of public office should not place themselves under any financial or other obligation to outside individuals or organisations that might influence them in the performance of their official duties.

### **Objectivity**

In carrying out public business, including making public appointments, awarding contracts, or recommending individuals for rewards and benefits, holders of public office should make choices on merit.

### **Accountability**

Holders of public office are accountable for their decisions and actions to the public and must submit themselves to whatever scrutiny is appropriate to their office.

### **Openness**

Holders of public office should be as open as possible about all the decisions and actions that they take. They should give reasons for their decisions and restrict information only when the wider public interest clearly demands.

### **Honesty**

Holders of public office have a duty to declare any private interests relating to their public duties and to take steps to resolve any conflicts arising in a way that protects the public interest.

### **Leadership**

Holders of public office should promote and support these principles by leadership and example.

**These principles apply to all aspects of public life.**



**CHIEF EXECUTIVE SALARY SPINE**

<b>Spine Point</b>	<b>1 April 2011</b>	<b>1 April 2012</b>	<b>1 April 2013</b>
	£s pa	£s pa	£s pa
<b>CO001</b>	£59,638	£59,638	£60,234
<b>CO002</b>	£60,247	£60,247	£60,849
<b>CO003</b>	£60,839	£60,839	£61,447
<b>CO004</b>	£61,454	£61,454	£62,069
<b>CO005</b>	£62,073	£62,073	£62,694
<b>CO006</b>	£62,689	£62,689	£63,316
<b>CO007</b>	£63,318	£63,318	£63,951
<b>CO008</b>	£63,950	£63,950	£64,590
<b>CO009</b>	£64,590	£64,590	£65,236
<b>CO010</b>	£65,229	£65,229	£65,881
<b>CO011</b>	£65,892	£65,892	£66,551
<b>CO012</b>	£66,541	£66,541	£67,206
<b>CO013</b>	£67,214	£67,214	£67,886
<b>CO014</b>	£67,874	£67,874	£68,553
<b>CO015</b>	£68,557	£68,557	£69,243
<b>CO016</b>	£69,240	£69,240	£69,932
<b>CO017</b>	£69,940	£69,940	£70,639
<b>CO018</b>	£70,640	£70,640	£71,346
<b>CO019</b>	£71,340	£71,340	£72,053
<b>CO020</b>	£72,057	£72,057	£72,778
<b>CO021</b>	£72,778	£72,778	£73,506
<b>CO022</b>	£73,502	£73,502	£74,237
<b>CO023</b>	£74,246	£74,246	£74,988
<b>CO024</b>	£74,986	£74,986	£75,736
<b>CO025</b>	£75,734	£75,734	£76,491
<b>CO026</b>	£76,492	£76,492	£77,257
<b>CO027</b>	£77,256	£77,256	£78,029
<b>CO028</b>	£78,024	£78,024	£78,804
<b>CO029</b>	£78,808	£78,808	£79,596
<b>CO030</b>	£79,593	£79,593	£80,389
<b>CO031</b>	£80,398	£80,398	£81,202
<b>CO032</b>	£81,189	£81,189	£82,001
<b>CO033</b>	£82,005	£82,005	£82,825
<b>CO034</b>	£82,820	£82,820	£83,648
<b>CO035</b>	£83,652	£83,652	£84,489
<b>CO036</b>	£84,490	£84,490	£85,335
<b>CO037</b>	£85,339	£85,339	£86,192
<b>CO038</b>	£86,188	£86,188	£87,050
<b>CO039</b>	£87,051	£87,051	£87,922
<b>CO040</b>	£87,923	£87,923	£88,802
<b>CO041</b>	£88,806	£88,806	£89,694
<b>CO042</b>	£89,689	£89,689	£90,586
<b>CO043</b>	£90,592	£90,592	£91,498
<b>CO044</b>	£91,492	£91,492	£92,407

<b>CO045</b>	£92,408	£92,408	£93,332
<b>CO046</b>	£93,331	£93,331	£94,264
<b>CO047</b>	£94,268	£94,268	£95,211
<b>CO048</b>	£95,209	£95,209	£96,161
<b>CO049</b>	£96,156	£96,156	£97,118
<b>CO050</b>	£97,119	£97,119	£98,090
<b>CO051</b>	£98,094	£98,094	£99,075
<b>CO052</b>	£99,078	£99,078	£100,069
<b>CO053</b>	£100,072	£100,072	£101,073
<b>CO054</b>	£101,063	£101,063	£102,074
<b>CO055</b>	£102,078	£102,078	£103,099
<b>CO056</b>	£103,099	£103,099	£104,130
<b>CO057</b>	£104,127	£104,127	£105,168
<b>CO058</b>	£105,169	£105,169	£106,221
<b>CO059</b>	£106,220	£106,220	£107,282
<b>CO060</b>	£107,283	£107,283	£108,356
<b>CO061</b>	£108,355	£108,355	£109,439
<b>CO062</b>	£109,439	£109,439	£110,533
<b>CO063</b>	£110,533	£110,533	£111,638
<b>CO064</b>	£111,639	£111,639	£112,755
<b>CO065</b>	£112,755	£112,755	£113,883
<b>CO066</b>	£113,883	£113,883	£115,022
<b>CO067</b>	£115,021	£115,021	£116,171
<b>CO068</b>	£116,172	£116,172	£117,334
<b>CO069</b>	£117,333	£117,333	£118,506
<b>CO070</b>	£118,507	£118,507	£119,692
<b>CO071</b>	£119,692	£119,692	£120,889
<b>CO072</b>	£120,889	£120,889	£122,098
<b>CO073</b>	£122,098	£122,098	£123,319
<b>CO074</b>	£123,319	£123,319	£124,552
<b>CO075</b>	£124,552	£124,552	£125,798
<b>CO076</b>	£125,797	£125,797	£127,055
<b>CO077</b>	£127,055	£127,055	£128,326

**SECTION D – National Agreement on Staff Transfer  
And Protections**

<b>Section</b>	<b>Content</b>
<a href="#"><u>D1/SCCOG</u></a>	<b>National Agreement on Staff Transfer and Protections</b>





**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.

**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
  
  - Hand over 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.



## 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

### 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



## 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