

To: Councillor Terry (Chair)
Councillors Brock, Lovelock, Mitchell and
Page

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9 November 2022

Your contact is: **Richard Woodford - Committee Services**

NOTICE OF MEETING - PERSONNEL COMMITTEE 17 NOVEMBER 2022

A meeting of the Personnel Committee will be held on Thursday, 17 November 2022 at 6.30 pm in Committee Room 1, Civic Offices, Reading. The Agenda for the meeting is set out below.

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| 4. REVIEW OF THE COUNCIL'S EMPLOYMENT POLICIES | BOROUGH WIDE | 9 - 50 |
| 5. EXCLUSION OF PRESS AND PUBLIC | | |

At this point, the following motion will be moved by the Chair:

“That, pursuant to Section 100A of the Local Government Act 1972 (as amended) members of the press and public be excluded during consideration of the following item on the agenda, as it is likely that there would be disclosure of exempt information as defined in the relevant Paragraphs of Part 1 of Schedule 12A (as amended) of that Act”

| | | |
|---------------------------------------------------------------------------------------------------------|-----------------|---------|
| 6. REDUNDANCY, EARLY RETIREMENT AND SPECIAL SEVERANCE PAYMENT COSTS - 1 APRIL 2022 TO 30 SEPTEMBER 2022 | BOROUGH WIDE | 51 - 58 |
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CIVIC OFFICES EMERGENCY EVACUATION: If an alarm sounds, leave by the nearest fire exit quickly and calmly and assemble on the corner of Bridge Street and Fobney Street. You will be advised when it is safe to re-enter the building.

PERSONNEL COMMITTEE MINUTES - 14 JULY 2022

Present: Councillor Terry (Chair);
Councillors Brock, Mitchell and Page.

Also Present: Teresa Kaine (via Microsoft Teams), Kieran Magee (for items 2-4) (Unite), Alison McNamara (for items 2-4) (National Education Union) (via Microsoft Teams), Miriam Palfrey (UNISON) (for items 2-4) and Shella Smith.

Apologies: Councillor Lovelock.

2. MINUTES

The Minutes of the meetings held on 16 March and 16 June 2022 were confirmed as correct records and signed by the Chair.

3. GENDER AND ETHNICITY PAY REPORTS FOR 2022 AND WORKFORCE PROFILE FOR 2021/22

Further to Minute 14 of the meeting held on 16 March 2022, the Assistant Director of HR and Organisational Development submitted an updated report, presenting the Council's Gender and Ethnicity Pay Gap reports for 2022, based on the position at the snapshot date of 31 March 2022. The report stated that the mean gender pay gap was 0.13% and the median was 3.06% compared with 2.06% and 4.91% in 2021. The mean ethnicity pay gap for 2022 was 2.68%, which meant Black, Asian and Minority Ethnic employees were paid 2.68% lower than their white colleagues on average. There was a negative median pay gap of 1.76%, meaning that the median pay of white employees was 1.76% less than for Black, Asian and Minority Ethnic employees. Both figures had shown improvement since 31 March 2021, when the mean pay gap was 4.26% and the median was 5.69%.

The report also contained a more detailed analysis of ethnic groups, which showed some differences that were masked by the overall figures. Employees from Asian backgrounds and those in 'Other Ethnic' groups had higher average pay than white colleagues. The mean pay gap was largest for employees who identified as Black or Black British, whose pay was 13% lower on average than their white colleagues, followed by employees from Mixed Ethnic backgrounds who were paid 7.4% less than white employees on average.

The report also presented the Workforce Profile for 2021/22 which provided a summary of equalities monitoring data and trends over time. It covered data on the protected characteristics of the current workforce and job applicants in 2021/22 and compared it with the previous three financial years (2018/19 to 2020/21) where relevant.

The report emphasised the significant benefits for an organisation's reputation, culture and people of taking positive action on workplace equality. The Ethnicity and Gender Pay Gap reports, along with the Workforce Profile, were a fundamental step on the Council's journey to improving workplace equality. It helped to create a baseline to track current progress and drive continual improvement.

The Committee noted that the Gender and Ethnicity Pay Gap data for Brighter Futures for Children was not currently included in the report and requested if adding these

PERSONNEL COMMITTEE MINUTES - 14 JULY 2022

statistics could be investigated in the future to enable a wider view of the pay gap to be taken of services for which the Council was responsible.

The following documents were attached to the report:

Appendix 1 - Gender Pay Gap Report for 2022
Appendix 2 - Ethnicity Pay Gap Report for 2022
Appendix 3 - Workforce Profile Report for 2021/22.

Resolved: That the following reports be noted:

- Gender Pay Gap Report 2022, as set out in Appendix 1 to the report;
- Ethnicity Pay Gap Report 2022, as set out in Appendix 2 to the report;
- Workforce Profile Report for 2021/22, as set out in Appendix 3 to the report.

4. REVIEW OF THE COUNCIL'S EMPLOYMENT POLICIES

The Assistant Director of HR and Organisational Development submitted a report, presenting two Employment Policies which had been reviewed jointly and agreed with the Joint Trade Unions. The following documents were attached to the report:

Appendix A Grievance Policy
Appendix B Managing Sickness Absence Policy
Appendix C Equality Impact Assessment

The report explained that the Grievance Policy had been updated to emphasise the need for the investigating manager and HR to support the employee making the complaint, and the person(s) who was the subject of the grievance. The Managing Sickness Absence Policy had been updated to include guidance on how to manage Covid and cases of long Covid. A flow chart detailing the Ill Health Retirement process had been appended to the report for reference.

The report explained that all employment policies had been reviewed by the HR and Organisational Development team, except the Union Facilities Agreement, which it was intended to present to Personnel Committee on 17 November 2022 for approval, following consultation and negotiation with the Joint Trade Unions.

Resolved:

- (1) That the following revised HR policies, as set out in in Appendices A and B to the report, be approved:
 - Grievance Policy;
 - Managing Sickness Absence Policy;
- (2) That the Equality Impact Assessment of the policy reviews be noted, as set out in Appendix C to the report.

5. EXCLUSION OF THE PRESS AND PUBLIC

Resolved:

That pursuant to Section 100A of the Local Government Act 1972 (as amended) members of the press and public be excluded during consideration of the following items, as it was likely that there would be disclosure of exempt information as defined in paragraphs 1 and 2 of Part 1 of Schedule 12A (as amended) to that Act.

6. REDUNDANCY AND EARLY RETIREMENTS COSTS - 1 OCTOBER 2021 TO 31 MARCH 2022

The Assistant Director of HR and Organisational Development submitted a report, which provided a monitoring statement of all termination costs that had been incurred due to employees leaving the Council on either early retirement or redundancy grounds between 1 October 2020 and 31 March 2021. There had been no early retirements on the grounds of efficiency during this period. Termination costs that had been incurred due to employees leaving the Council on redundancy grounds between 1 October 2021 and 31 March 2021 were attached to the report at Appendix 1.

Resolved That it be noted that the total termination costs incurred due to employees leaving the Council on redundancy grounds between 1 October 2021 and 31 March 2022 was £77,532.36.

(Exempt information as defined in paragraphs 1 and 2).

7. FLEXIBLE RETIREMENT REQUEST

The Assistant Director of HR and Organisational Development submitted a report, which set out a request for flexible retirement of employee A and the payment of pension benefits through the Local Government Pension Scheme. The proposal, together with the financial implications, was set out in a schedule appended to the report.

Resolved -

- (1) That the flexible retirement of employee A on the terms set out in the schedule appended to the report and the payment of pension benefits through the Local Government Pension Scheme be approved;
- (2) That the proposal be approved on the basis of the financial implications as set out in paragraph 9.1 and Appendix A of the report, and that authority to conclude the individual package be delegated to the Director of Finance, Monitoring Officer and Assistant Director of HR and Organisational Development (acting jointly).

(Exempt information as defined in paragraphs 1 and 2).

(The meeting commenced at 6.30pm and closed at 6.57pm).

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Present:

Councillors Brock and Terry

K Magee

A McNamara

S Smith

Julie Quarmby

Apologies:

Unite

National Education Union (NEU)

Assistant Director of HR and Organisational
Development

Committee Services

Councillors Mitchell and Page

M Palfrey, Unison

1. ELECTION OF CHAIR

Kieran Magee was elected to serve as Chair of the Forum for the remainder Municipal Year 2022/2023.

2. APPOINTMENT OF VICE-CHAIR

Councillor Terry had been appointed to serve as Vice Chair at the Annual General Meeting of the Council on 25 May 2022 (Minute 7 refers).

3. PROCEEDINGS OF THE LOCAL JOINT FORUM MEETING HELD ON 24 FEBRUARY 2022

The Proceedings of the Local Joint Forum meeting held on 24 February 2022 were confirmed as a correct record and signed by the Chair.

4. MEDIUM TERM FINANCIAL STRATEGY PROCESS - UPDATE

Darren Carter, Director of Finance, attended the meeting and gave a verbal update on the Medium Term Financial Strategy process which would be submitted to Policy Committee on 15 December 2022. He set out details of the following issues that would have a significant impact on the budget for the next financial year:

- The Business Rates 'reset' being deferred to 2024/25;
- The pay award;
- Inflationary pressures;
- Potential new savings;
- The Adult Social Care funding reforms starting in October 2023.

Darren explained that the current budget projections were for a £500k surplus for 2022/23 and a £3.6m deficit for 2023/24, although this could be affected by Council Tax-based growth, the postponement of the National Insurance increase and any additional capital finance savings. Darren also noted that it would not be possible to fund all of the growth bids submitted by services and the business cases were being reviewed before they were brought to the budget challenge sessions.

PROCEEDINGS OF THE LOCAL JOINT FORUM - 11 OCTOBER 2022

Darren set out the timetable for budget setting which took into account that the promised Autumn Spending Review would not now be taking place and that this might mean a return to austerity:

- The CMT/Member budget challenge sessions would be held in October 2022;
- The Autumn statement was expected in November 2022;
- A report updating the Policy Committee on the MTFS would be submitted in December 2022;
- The provisional Local Government Finance settlement was expected in December 2022,
- The Council would set the budget in February 2023.

Darren confirmed that further work would be carried out on cost projections for inflationary increases in services provided by Adults Social Care and Brighter Futures for Children. He added that there were formulas in place to assist with these calculations.

AGREED -

- (1) That Darren Carter be thanked for attending the meeting;**
- (2) That the position be noted.**

(The meeting opened at 5.03 pm and closed at 5.27 pm).

READING BOROUGH COUNCIL

REPORT BY ASSISTANT DIRECTOR OF HR AND ORGANISATIONAL DEVELOPMENT

| | | | |
|-------------------------|----------------------------------------------------|---------------------|----------------------------------------|
| TO: | PERSONNEL COMMITTEE | | |
| DATE: | 17 NOVEMBER 2022 | AGENDA ITEM: | |
| TITLE: | REVIEW OF THE COUNCIL'S EMPLOYMENT POLICIES | | |
| LEAD COUNCILLOR: | CLLR LIZ TERRY | PORTFOLIO: | CORPORATE AND CONSUMER SERVICES |
| LEAD OFFICER: | TERESA KAINE | TEL: | 74697 / 0118 937 4697 |
| JOB TITLE: | HR SERVICES MANAGER | E-MAIL: | Teresa.Kaine@reading.gov.uk |

1. PURPOSE OF REPORT AND EXECUTIVE SUMMARY

A review of the Council's employment policy framework is underway which aims to ensure that all employment policies are clear, easy to understand, up to date and reviewed regularly. This report presents three policies. The Employment Stability Agreement and the Trade Union Facilities Agreement have been reviewed jointly and agreed with the Joint Trade Unions. The Annual Leave Policy has been updated to incorporate the national agreement for Local Government Services staff, which was confirmed on 2 November 2022, which includes one extra days' annual leave, regardless of current entitlement or length of service, for all relevant staff from 1 April 2023.

1.1 The report includes the following appendices:

- Appendix A: Employment Stability Agreement
- Appendix B: Trade Union Facilities Agreement
- Appendix C: Annual Leave Policy
- Appendix D: EIA

2. DECISION

2.1 That Personnel Committee approve the following revised HR policies (detailed in Appendices A to C of this report):

- Employment Stability Agreement
- Trade Union Facilities Agreement
- Annual Leave Policy

3. POLICY CONTEXT

- 3.1 Good employment policies should support a culture based on trust, fairness and inclusion. They can also speed the decision-making process by ensuring that clear guidance is readily available to cover a range of employment issues. Further, they can assist in avoiding involvement with employment tribunal claims by providing guidance for managers that reflects accurately current employment law and good practice. It is therefore important that employment policies are clear, easy to understand, up to date and reviewed regularly.
- 3.2 All three policies covered in this report are current policies that have been reviewed. The Employment Stability Agreement has been updated to reflect best practice and process. The Trade Union Facilities Agreement has minor updates to job titles. The Annual Leave Policy has been updated to incorporate the national agreement for Local Government Services staff, which was confirmed on 2 November 2022, which includes one extra days' annual leave, regardless of current entitlement or length of service, for all relevant staff from 1 April 2023. At Reading, this is all staff on grades 1-10, excluding about sixty trades staff who are covered by Craftworkers terms and conditions. The national negotiations for this group are still ongoing.
- 3.3 ACAS Codes of Practice give authoritative advice in key areas of employment practice. A failure to follow the Code does not, in itself, make a person or organisation liable to proceedings. However, employment tribunals will take the Code into account when considering relevant cases. Tribunals will also be able to adjust any awards made in relevant cases by up to 25% for unreasonable failure to comply with any provision of the Code (by an employer or an employee).

4. POLICIES COVERED UNDER THIS REVIEW

- 4.1 All employment policies have now been reviewed by the HR and Organisational Development team and presented for approval to Personnel Committee, following consultation and negotiation with the Joint Trade Unions. The policies included in this report are:

- Employment Stability Agreement
- Trade Union Facilities Agreement
- Annual Leave Policy

4.2 Principles used for conducting this review

- 4.2.1 The policies have been written with the following principles in mind:
1. They must reflect current employment law and the ACAS Codes of Practice and/or guidance where relevant.
 2. They must be easy to understand and written in plain English
 3. They should be concise. Any information which is not germane to the operation of the policy has been removed. For example, management guidance notes are not included in the policies, but available separately.

4. There should be a consistency of approach across related policies (e.g. same period of notice given to employees to attend formal meetings where relevant)
 5. They should use gender neutral language
- 4.3 All the Council's employment policies are reviewed every two years or sooner if legislation requires it.

5. KEY ISSUES AND CHANGES PROPOSED

- 5.1 The table below sets out in summary terms for each of the revised policies the issues which have been addressed together with additional key changes agreed with the Joint Trade Unions. Once the policy review is complete, hyperlinks will be added to the policies where they are cross-referenced with other policies.

| |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Issues to be addressed |
| Employment Stability Agreement (A) |
| Last reviewed in 2011, so needed updating to reflect current best practice and process |
| Trade Union Facilities Agreement (B) |
| Last reviewed in 2009, so needed updating to reflect current job titles and uploaded to the corporate policy template. |
| Annual Leave Policy (C) |
| Updated to incorporate the national agreement for Local Government Services staff, which was confirmed on 2 November 2022, which includes one extra days' annual leave, regardless of current entitlement or length of service, for all relevant staff from 1 April 2023. The current policy will continue to apply until 31 March 2022. |

6. PROCESS FOR AGREEING THE NEW AND REVISED POLICIES

- 6.1 The process for agreeing the policies with the joint trade unions has been as follows:

| | |
|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 19 September 2022 | Employment Stability Agreement and Trade Union Facilities Agreement (Appendices A and B) were uploaded to a SharePoint folder for union representatives to review, requesting comments to be added by 3 October 2022. |
| 6 October 2022 | First meeting with HR and Trade Unions to discuss initial feedback and comments. |
| 17 October 2022 | Second meeting with Trade Unions to discuss policies. |
| 31 October 2022 | Revised policies were issued to Trade Unions incorporating feedback. |

| | |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7 November 2022 | Third meeting with Trade Unions to agree policies. |
| NB | The Annual Leave Policy has not been agreed with the Trade Unions as the change is required in response to the national pay agreement for Local Government Services. The revised policy was issued to Trade Unions for information. |

6.2 A communications plan is in place to communicate the revised policies to managers and employees. This will include:

- News items on the intranet and iTrent Employee Self Service (the HR system used by all staff to book leave, submit mileage claims etc) to highlight the revised policies and who to speak to about any queries (i.e. their line manager or HR)
- Highlighted in the weekly email to all staff
- Strategic HR and OD Business Partners/HR Advisers highlight the revised policies and their implications (for staff and managers) when they attend department management team meetings and 1-1 meetings with managers.
- An email from HR to all line managers to highlight the new policies and explain the changes, and to ask that they discuss them with their staff in team meetings, tool-box talks, 1-1s etc.

7. CONTRIBUTION TO STRATEGIC AIMS

7.1 The new and revised HR policies help to ensure that the Council can meet its Corporate Plan priority, specifically ensuring that the Council is fit for the future.

8. ENVIRONMENTAL AND CLIMATE IMPLICATIONS

8.1 There are no environmental or climate change implications.

9. COMMUNITY ENGAGEMENT AND INFORMATION

9.1 The Joint Trade Unions have been consulted on the revised policies.

10. EQUALITY IMPACT ASSESSMENT

10.1 Under the Equality Act 2010, Section 149, a public authority must, in the exercise of its functions, have due regard to the need to:

- eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under this Act;
- advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
- foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

10.2 An Equality Impact Assessment (EIA) has been carried out (see Appendix D) and has found no differential impact on any groups with protected characteristics. Some positive impacts have been identified.

11. LEGAL IMPLICATIONS

11.1 Certain employment policies and procedures are specifically needed to comply with legal requirements, for example, a written health and safety policy. Even where a policy or procedure is not specifically required by law, employers often find it helpful to have a policy in place to provide clear guidance that reflects the legal framework for handling the issue in question and it also helps employees to be clear about the organisation's stance on a particular subject. The proposed policies presented in this review reflect current employment law and ACAS Codes of Practice and/or guidance where relevant.

11.2 The Council's Constitution confirms that Personnel Committee is responsible for determining the terms and conditions on which staff hold office. The proposed policies will therefore be presented to Personnel Committee for approval, following consultation and negotiation with the trade unions.

12. FINANCIAL IMPLICATIONS

12.1 There are no financial implications arising from this report.

13. BACKGROUND PAPERS

13.1 None

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Employment Stability Agreement

November 2022



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| | |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| Document History | |
| Version | 1.2 (see below) |
| Status | Final (subject to approval by Personnel Committee) |
| Date | November 2022 |
| Target audience | All employees of Reading Borough Council with the exception of Schools-based staff |
| Ratification | None |
| Author | HR Employment Services Team |
| Version control | Reviewers |
| Version 1.1 | Initial draft – December 2018 |
| Version 1.2 | Amended March 2022 Approved by Personnel Committee on 10 November 2022. (Next review is due November 2024 or sooner if required by legislation) |
| Version 1.3 | Amended Draft November 2022 |

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Additional Guidance

- Organisational Change - Guidance and Support for Employees
- Organisational Change – Managers Guide

(The additional guidance is not part of the policy but is available to assist those involved in the policy. It can be found on the intranet or by clicking on the links above)

1. Introduction

- 1.1 This Agreement has been reached between the Council and its recognised trades unions and is effective from 18 November 2022.
- 1.2 The Council and its recognised trades unions are committed to the principle of employment stability. Both sides recognise that there have been changes in the delivery patterns of local government services. Whilst it is acknowledged that there is a need for adaptability, any changes must be achieved within a context of employment stability.

2. Scope

- 2.1 This Agreement applies to all staff employed by Reading Borough Council. School based staff are covered by a separate policy.

3. Context

- 3.1 Employment stability in this context means that both sides are committed to the principle that if change is necessary and desirable it is achieved within a framework which seeks to protect employment and as far as possible eliminates the need for compulsory redundancies. Furthermore, it also seeks to support staff through consultation and transition.
- 3.2 Under any restructure, there is a legal requirement to avoid any unnecessary enforced redundancy.
- 3.3 This stability is likely to be achieved by timely, meaningful and open discussion of the challenges facing the Council; and a system of redeployment, training and development which aims to retain skilled, committed and experienced staff.
- 3.4 The Council and recognised trades unions share the aim of ensuring staff who may be affected by change are retained in employment by means of training and development opportunities to attain required skills. If this aim is not achievable, every effort will be made to avoid compulsory redundancy.

4. Consultation and Staff Involvement Framework

4.1 Key Principles of Consultation

- 4.1.1 Consultation will be undertaken with trades union representatives and staff when management is considering changes to organisational structures or ways of working. Consultation, negotiation and agreement are at the centre of this joint approach to employment stability. It is recognised that if minor changes within an employee's job description are proposed, then effective communication and consultation should take place with the employee - who should be reminded of their right to involve their trades union in these discussions.

4.1.2 Consultation should commence as soon as it becomes known that there is a possible need to effect organisational change and relevant facts can be explored

4.1.3 Consultation will:

- include the active involvement not only of the recognised trades unions representing the group of staff affected by the change, but also the staff group itself.
- be on a collective and individual basis. Trade union representation and participation will be allowed during such meetings.
- consider not only the staff employed in the work area affected by proposals for change, but also staff and all other stakeholder groups for whom the change may have an indirect impact.

4.1.4 Consultation with trades unions is not dependent upon the existence of union members within the group of staff directly affected by the change.

4.2 Involving Staff in Organisational Development

4.2.1 Managers should involve staff, unions and other stakeholders when reviewing and developing services. This approach is in accordance with the values of the Council. A distinction needs to be made between the preliminary stages of the review (where options are being explored and there are elements of staff involvement) and the formal stage which involves a firm set of proposals. Formal consultation should start as soon as the process moves from assessment of options for change to a firm set of proposals.

4.2.2 To assist the clarity of this process, it is best practice and statutory in formal consultations to include a timetable which sets out the key stages of the process and when formal consultation stages will be introduced.

5. Consultation in operation

5.1.1 General Principles

- The recognised trades union(s) representing the staff affected by the proposals will be given details in advance of the employees.
- When giving the relevant union(s) advance notice of the proposals for change, this may be done on the condition that the details are not released until management has had the opportunity to inform the affected staff (see (iii) below).
- As soon as proposals have been developed there will be a meeting with all the staff affected.

5.1.2 The information to be provided will be as follows –

- The nature of proposed changes and the reasons for them.
- The likely impact of the proposed changes on the structure and organisation of the service area affected.
- The details of any proposed changes to job descriptions and roles of individuals.
- If there are likely to be job losses and, if so, the estimated number.
- A proposed timetable for the introduction of the organisational change including the key elements of consultation with staff and trades unions.
- At the initial meeting with the staff affected by the proposals the person running the consultation will provide an opportunity for the local union(s) to consult with its members.

5.1.3 During the consultative phase, staff will be given the opportunity to be consulted on an individual as well as a collective basis. Staff can be accompanied by their union representative at such meetings. This is in addition to the requirements to consult with the recognised trades union(s). Management and unions will discuss and agree the most effective method of consultation.

5.2 Statutory Requirements

In addition to the basic principles above, it is recognised that there are statutory periods for consultation where enforced job losses could result. In the event of 100 or more potential job losses, there is a 45-day minimum period and where there are 20 to 99 potential job losses, there is a 30-day minimum period. These statutory periods will be observed.

The aim of the consultation principles above is to recognise the need to go beyond the statutory minimum. Reading Borough Council will usually follow a minimum 30-day period of consultation

6. Achieving Employment Stability

6.1 Initial Steps to Achieve Employment Stability

6.1.1 To avoid unnecessary enforced redundancies the following steps will be considered: -

- A Council wide freeze on recruitment
- A freeze on recruitment to the service area/directorate within which the potential redundancies have occurred

- Seeking volunteers for redundancy from within the service area affected or wider
- Review of the use of consultants and subcontractors
- Review of overtime working
- Consider the ending of temporary contracts and use of agency staff
- Consider if the employee could, with training, fit into the proposed structure and be eligible for ringfencing protection.

This is not an exhaustive list.

6.1.2 Consideration may also be given to introducing a process of 'voluntary redeployment' whereby a member of staff offers to be redeployed to another area of work to enable an 'at risk' employee to be redeployed into that post. Any such arrangement must be permissive and have the agreement of all the parties. In addition, an employee who volunteers for 'voluntary redeployment' will do so on a 'without prejudice' basis.

6.2 Selection Criteria in the Event of Reduced Staffing Levels

- 6.2.1 If the above measures cannot achieve the desired reduction in staff, then selection criteria will be open, transparent, clear and consistently applied. In these circumstances it is necessary to consult with recognised trades unions and staff.
- 6.2.2 There may be situations where the proposed changes involve reductions in staffing levels through the reconfiguration of existing posts. In these circumstances the selection methodology needs to reflect the following principles.
- 6.2.3 Where a new post in a structure is largely or wholly the same as a job in the old structure, then the postholder in the old post will be slotted into the new post providing that they meet the basic requirements for the post contained in the person specification. This will take place where the grading of the new post is the same grade or one grade above or below of that of the old post. Managers should ensure that posts in the structure have been evaluated in line with the councils [Job Evaluation process](#).
- 6.2.4 Where a new post in a new structure is the result of combining the duties of 2 or more existing posts, then selection for the new post will, in the first instance, be restricted to those staff whose duties have been combined into the new post. This process is called 'ring fencing'.
- 6.2.5 If selection for a post is through a process involving 'ring fencing', the selection process to be used will be based around the Council's recruitment and

selection procedure, adapted where necessary to reflect the circumstances of the situation.

6.2.6 Staff who are selected in this way and who are slotted into a post at a lower grade are subject to the salary protection provisions of this Agreement. [Pay protection](#)

6.2.7 Arrangements to put the above systems and principles into effect will be consulted upon as part of the reorganisation process.

6.3 Finding Alternative Work - Redeployment

6.3.1 An essential element of this Agreement is a recognition that employment stability is a concept that extends across the organisation and is not restricted to the place or section in which an employee is based.

6.3.2 For this reason, the concept of redeployment across the organisation is seen as an essential tool in achieving the aims of this Agreement.

6.3.3 The practical arrangements for redeployment are subject to the same need for collective and individual consultation as already defined above.

6.3.4 The HR Service will maintain details of staff who are to be redeployed. This information will be used to ascertain whether there is a member of staff to be redeployed before an advertisement for a job vacancy is placed within 'Job News' and/or external publication. Such a check is an important preliminary stage before advertising a post and no advertisement should take place until this assessment has been made. In addition, the following principles and arrangements will be applied to staff who are to be redeployed.

6.3.5 Staff who are to be redeployed will need to check Itrent and/or the Reading Borough Council website for details of all vacancies within the Council that exist at the time that their redeployee status is confirmed. Managers should confirm that information is fully accessible to all staff. Staff seeking redeployment will receive 'prior consideration' for vacant posts that occur within the Council. 'Prior consideration' means that, providing the member of staff meets the basic requirements of the person specification, there should be a presumption that they will be offered the vacant post. It may be necessary to assess whether a person meets the basic requirements through a formal interview process.

6.3.6 Employee and Manager will be assigned a dedicated Senior HR Advisor to assist and support.

6.3.7 If the employee is not offered a vacant post, then they should be told the reason(s) why it was felt that they did not meet the basic requirements of the post. This advice should be conveyed verbally and in writing to the employee (see section 9 – [Appeal Rights](#)).

- 6.3.8 HR will provide staff who are eligible for redeployment with support materials which will assist them to be redeployed (ie training in interview skills). During the remaining period of their employment, the member of staff will have regular meetings with their manager to discuss the progress of their attempts to find alternative employment and to agree further initiatives.
- 6.3.9 The Redeployment Skills Assessment might be a useful tool to help an employee prepare for an interview, as it helps to identify skills and development opportunities. Managers and employees should contact a Senior HR Advisor for line manager for help and support for any elements for this process.
- 6.3.10 Staff who are redeployed will have an entitlement to a trial period of 4 weeks in their new post. Within this period both the employee and management will have an opportunity to assess the employee's suitability to carry out the job. If, at the end of this period, the employee or manager feels that the trial period has not been completed successfully, they have the right to end the placement.
- 6.3.11 In the event that the manager feels that the trial period was unsuccessful, they shall tell the employee the reasons for coming to this decision in writing.
- 6.3.12 The trial period described above can be extended by the agreement of both sides at the end of which a decision will be made. If the employee is unsuccessful suitable feedback will be given to the employee verbally, writing or both.
- 6.3.13 The period of a trial under this scheme shall not count towards the employee's period of notice in the event that the trial is declared as unsuccessful by management.
- 6.3.14 There is an equal emphasis placed on a member of staff to take part actively in the process to identify potential reasonable alternative employment and the other processes described above.
- 6.3.15 An employee who is eligible for a trial period under this Agreement is not restricted to the number of such trials that can be undertaken during the period of notice
- 6.3.16 Links to current online training available to all Reading Borough Council employees:
- [Interview Preparation](#)
 - [CV writing](#)
 - [Self development](#)

6.3 Salary Protection in the Event of Redeployment

- 6.4.1 A member of staff who has been redeployed to a post with a lower level of salary will be entitled to a period of salary protection.
- 6.4.2 Salary protection will be paid at the rate of pay that the person was on at the time of their redeployment, or one grade above the substantive grade to which the person is redeployed (whichever is the lower).
- 6.4.3 This rate of pay in 6.4.2 above will be frozen at this level for 4 years from the date of redeployment. There will be no incremental increases, however, national pay awards will be paid in the normal way. At the end of this period of protection, the rate of pay will become that for the post being filled.
- 6.4.4 Examples of pay protection calculations:

Example 1

An employee on RG5b (below the gateway) is redeployed into a new post at RG4m (above the gateway). Although the post is graded at RG4m, they will remain on RG5b salary for 4 years with full pay protection on their existing spinal column point (SCP), but they will not receive any further increments although they will receive cost of living awards. At the end of 4 years, their pay will reduce to the top of RG4m.

Example 2

An employee on RG5b is redeployed into a new post at RG4b. The post is graded at RG4b, but their pay will reduce to the top of RG4m (i.e. half a grade above the grade for their new role) from the date they start the new role. This will be protected for a period of 4 years but they will not receive any further increments although they will receive cost of living awards. At the end of 4 years, their pay will reduce to the top of RG4b. Their pay that had been within RG5b will not be protected

Example 3

An employee on RG8m (above the gateway) is redeployed into a new post on RG7b (below the gateway). The post is graded at RG7b but their pay will reduce to the top of RG7m from the date they start the new role and this will be protected for a period of 4 years. Their pay that had been within RG8 will not be protected.

7. Training and Development

- 7.1 This part of the consultative stage requires an assessment of the skills needed in any new proposed organisational/structural arrangements compared to the skills that staff currently have. If the management assessment is that there is a 'gap' then this assessment and proposed options for filling the gap should be drawn up and consulted upon with staff and trades unions. The presumption here is that staff will be supported both financially and with reasonable time off to gain the experience or skill needed to meet this 'gap-analysis'.

7.2 The key consideration is whether or not it is practicable for an employee to achieve the new skills required within a reasonable period of time. 'Reasonable' in this context is not defined as each case must be decided upon its merits and will vary from case to case.

7.3 Consideration can be given to someone who meets partial requirements and with additional training would be eligible to be ringfenced.

8. Safeguards where alternative work is not practicable

8.1 There may be occasions where despite the operation of this Agreement it has not been possible to safeguard the continued employment of staff within the section or department in which they are currently placed. Such circumstances will be the exception and such a conclusion will only be drawn where all other methods of protecting employment referred to above have failed.

8.2 Any proposal that includes the possibility that an enforced redundancy may arise should be notified to the Joint Trade Unions. [Trade Unions contact details](#)

8.3 Redundancy

8.3.1 If it has not been possible to redeploy a member of staff, then, at the conclusion of the consultation period, those individuals identified as being 'at risk' will be given notice of redundancy.

8.3.2 The period of time allowed for redeployment may be extended beyond the period of formal consultation by joint agreement between management and trades unions but will not normally exceed 90 days.

8.3.3 Staff will be expected to work through their period of notice unless it is felt by management that this would be inappropriate or impractical. In these situations, the member of staff will be dismissed by reason of redundancy and given pay in lieu of notice.

8.3.4 A member of staff working their notice period will be entitled to the same support and assistance in obtaining further employment as under the 'at risk' stages of the process.

8.3.5 If no suitable employment has been identified at the end of the notice period, then the member of staff will be dismissed by reason of redundancy.

8.4 Rights to a Redundancy Payment

8.4.1 A member of staff will lose the right to a redundancy payment in the event that they unreasonably refuse an offer of suitable alternative employment.

- 8.4.2 An 'unreasonable refusal' is not defined in statute, but there is indicative case law that will help the Council come to a view as to what is a reasonable or unreasonable refusal.
- 8.4.3 As a general rule, offers of alternative employment which are on the same grade or which protect the earnings of the member of staff under the salary protection arrangements in this procedure and which are within the geographical boundaries of the Council will be regarded as being 'reasonable'. For further clarification, please contact your local trade union representative or human resources department.

8.5 Time off to look for alternative employment

- 8.5.1 Staff who are under formal notice of potential redundancy may have reasonable time off with pay to attend external job interviews. This right does not apply to staff who are 'at risk', but requests for time off from 'at risk' staff will not be unreasonably refused.

8.6 Counter Notice

- 8.6.1 A member of staff who is given formal notice of redundancy may, if they wish, give the Council 'counter notice' – that is notification of their intention to leave prior to the end date in the employer's notice. Such 'counter notice' will not be unreasonably refused and will be without prejudice to the member of staff's rights to receive a redundancy payment in accordance with the terms of the Local Government Redundancy Scheme.

8.7 Redundancy Payments

- 8.7.1 Calculations of redundancy payments will be made in accordance with the Local Government Redundancy Payments Regulations (as amended). There is no automatic entitlement to enhanced payments under this scheme, but consideration to the granting of enhanced payments will be given. Any variation to the amount of redundancy compensation is at the sole discretion of the Council's Personnel Committee.

9. Appeal Rights

- 9.1 Staff who are aggrieved about the application of any element of this procedure should, in the first instance, seek to raise their concerns informally with their line manager or through the informal and formal consultation process described above – either individually or with the support of their trade union. It is likely that many of the issues that cause staff concern can be successfully addressed through this approach.
- 9.2 If, however, these concerns cannot be addressed through these means, the employee shall have the right to make a formal appeal to their Assistant/Deputy Director or Director. The appeal will be heard by the Assistant/Deputy Director or Director for the service being reorganised or, if

they are not available, by an Assistant/Deputy Director or Director from another directorate.

9.3 An employee may appeal against –

- selection for redeployment
- an interpretation and/or application of this agreement (unless the interpretation/application has been agreed as part of the union/management consultation process)
- formal notice of redundancy

9.4 The appeals will be heard within the timescales set out below. The lodging of an appeal should not, in itself, delay the application of any change process. If an appeal is heard after a change has taken place, then this will not prejudice the rights of the employee making the appeal and cannot be used by management as a reason for not upholding the appeal. It is in the interests of both sides that appeals are addressed and resolved before the proposed change takes effect and every effort should be made to ensure that this happens within the timescales set out below.

9.5 Formal Appeal

9.5.1 A formal appeal to the Assistant/Deputy Director or Director must be lodged in writing within 5 working days of the event complained of (eg selection for redeployment). The written submission should state the grounds for the appeal as well as the reasoning for the appeal in summary form. If the appeal is against dismissal, the appeal will be heard by a panel which will be chaired by a senior manager at Assistant/Deputy Director or Director level who has not been involved in the decision to impose dismissal on the employee, together with the Chair of Personnel Committee and one other member of Personnel Committee or their substitute(s). The hearing manager/panel will be advised by an HR professional and a note taker will also be present.

9.5.2 The Assistant/Deputy Director or Director /panel will consider the representations made by the employee within 5 working days of receipt of the appeal. The Assistant/Deputy Director or Director will receive verbal as well as written submissions from the employee and/or their trades union and the relevant manager responsible for the reorganisation. The Assistant/Deputy Director or Director /panel shall also be advised by an HR advisor.

9.5.3 The Assistant/Deputy Director or Director /panel shall notify the employee of the outcome of the appeal in writing within 5 working days of any hearing convened for that purpose.

9.5.4 The decision of the Appeal shall be final. There is no further right of appeal.

9.5.5 The above time limits during the appeal stage can be varied by joint agreement.

EMPLOYMENT STABILITY AGREEMENT

Agreed between the Council and the recognised trades unions.

Signed:

Sheila Smith Assistant Director for HR and Organisational
Development

Miriam Palfrey Staff Side and Branch Secretary for Unison

Kieran Magee Joint Shop Stewards Committee and Branch
Secretary/Convenor for Unite

Alison McNamara Education & Community Unions Panel and Branch
Secretary for the National Education Union (NEU)

Robert Stirling Convenor for GMB

Trade Union Facilities Agreement

November 2022



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- 1) The Council recognises the value of maintaining and developing good industrial relations practices. In line with this, the Council supports the practice of collective bargaining when dealing with issues that affect its employees. It recognises that in order to do this, the employee representatives require certain facilities together with time in which to carry out their Trade Union duties.
- 2) The Council and the trade unions recognise that it is in their joint interests to work in partnership, and to see their agreements and undertakings they enter into are upheld. To achieve this, trade unions should be fully representative, and the Council therefore encourages its employees to join a recognised trade union.
- 3) The Council recognises the right of the employees to have a reasonable number of representatives appointed on a function, directorate or geographical basis to act on their behalf in accordance with the terms of this Agreement.
- 4) The representatives shall be known as trade union representatives.
- 5) The appointment of such trade union representatives shall be determined by the trade unions concerned. Each trade union shall have union representatives in line with national and provincial agreements.
- 6) Each union representative shall be subject to the control of their trade union and should comply with the rules and regulations of that trade union and agreements arrived at by national and provincial councils, so far as these affect the relationship between the Council and the employees concerned.
- 7) Each trade union will inform the HR Services Manager in writing of the names of newly elected representatives and ask that they will be allowed the facilities necessary to represent their members.
- 8) A representative will only act on behalf of members within the work area for which they were elected to represent. Each representative should seek permission from their manager to take time off, giving reasonable notice of the need for time off and the purpose of the request. Managers will not unreasonably withhold permission.
- 9) In the event of the absence due to sickness / annual leave of a representative, cover arrangements will be made by common consent as appropriate.
- 10) Actions taken by union representatives in good faith in performing their duties as defined in this agreement shall not in any way affect their employment with the Council.
- 11) In all other respects, union representatives shall conform to the normal working conditions of the Council.

- 12) In affording trades union representatives' reasonable facilities to carry out their trade union duties, the Council recognises the principle of comparability of treatment in providing facilities to all unions recognised under the national and provincial agreements.
- 13) The terms of reference of Local and Directorate Joint Forums (LJF and DJF) allow representatives reasonable facilities to carry out LJF and DJF business including paid time off to attend meetings (ie pre-meetings) and consult with their members. The terms of reference for the new Directorate Joint Forums will be based on the same principles.
- 14) Reasonable time off is to be regarded as paid time off during working hours as long as it does not interfere with service provision. Time off will be for such duties as:
 - attending meetings with management
 - discussing individual grievance and disciplinary matters
 - consultation and negotiation with management
 - reporting the outcome of consultation with members
 - meeting with other representatives and full-time officials to discuss industrial relations matters
 - explaining union policy to members
 - delivering union literature
 - collection of monies.
- 15) This is a list of examples of union duties and should not be seen as exhaustive.
- 16) It is not intended to set a limit to the amount of time off allowed for trade union duties. However, both the Council and the trade unions recognise the need to ensure that such time off is not detrimental to the service provided by the Council.
- 17) If managers believe too much time is being taken off for such duties, they should report this to the HR Services Manager. Equally, if a trades union representative believes they are being denied time off unreasonably they should report this to the HR Services Manager who will arbitrate on the matter.
- 18) The Council agrees to fund the following full-time appointments:
 - Staff Side Secretary (Unison Branch Secretary)
 - Joint Shop Stewards Committee Secretary (Unite Branch Secretary)
 - Education and Community Panel Secretary (NEU Branch Secretary)

<https://intranet.reading.gov.uk/section/me-work/trade-unions>

- 19) Trade Union office facilities will be provided, with appropriate office equipment and adequate lockable filing facilities. Trade unions will have access to printing, reprographic, electronic meetings such as Microsoft TEAMS and stationery services, and be able to use the Council's internal post system for the circulation of union literature to members. Additional facilities, such the provision of transport to meetings, may be agreed at the discretion of local management.
- 20) Trade union notice boards and will be provided in each workplace for the display of material concerning trade union business. A union web page will also be available on the Council's intranet.
- 21) The Borough Council agrees that no trade union representative should suffer any loss of pay while undertaking the duties and responsibilities in accordance with the terms of this Agreement.
- 22) The Trade Unions will be given the opportunity to meet all new employees as part of the induction process.
- 23) Union representatives will be given agreed paid time off to attend appropriate training courses and conferences. These will include:
 - internal training courses for newly appointed union representatives
 - organised courses on relevant topics
 - attendance by branch nominated representatives at appropriate annual conferences.

This is a list of examples of courses and conferences and should not be seen as exhaustive.

- 24) Requests for time off will be considered against the needs of the service, but permission will not be unreasonably withheld.
- 25) The Council and the trade unions recognise that in addition to industrial relations functions, it is in the interests of the effective and democratic operation of the unions that representatives or officers participate in other activities of the trade union, including those set out below:
 - Participation, as a representative, in meetings of official policy making and consultative bodies of the trade union such as annual conferences or regional or district meetings (normally subject to a maximum of two representatives).

- Representing the unions on external bodies such as committees or working parties within the official trade union structure.
- Holding office on official bodies of the trade union (e.g. National Executive Committee).
- Health and Safety representatives
- Union Learning representatives

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Appendix C

Annual Leave Policy

April 2023



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Borough Council
Working better with you

| | |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Document History | |
| Version | 1.2 (see below) |
| Status | Final |
| Date | November 2022 |
| Target audience | All employees of Reading Borough Council with the exception of staff working term time only, teaching or school based staff and casual staff for whom alternative procedures apply |
| Ratification | None |
| Author | HR Employment Services Team |

| Version control | Reviewers |
|------------------------|----------------------------------------------------------------------------------------------------------------------|
| Version 1.0 | Initial draft – January 2020 |
| Version 1.1 | Incorporating TU comments |
| Version 1.2 | Final version agreed with Joint Trade Unions in August 2020 and approved by Personnel Committee on 19 November 2020. |
| Version 1.3 | Amended in November 2022 to include one day extra annual leave for NJC grades |

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1. Introduction

1.1 This policy sets out Reading Borough Council's approach to annual leave and the basis on which it may be taken.

2. Scope

2.1 The scheme applies to all employees of the Council, except:

- Staff working term time only
- Teaching or school based staff
- Casual workers

3. Annual Leave Year

3.1 The annual leave year runs from 1 April to 31 March.

3.2 Annual leave entitlements are based on the employee's terms and conditions of employment and their length of service as follows:

| | 1 – 5 years' service | After 5 years' continuous Local Government service | After 10 years' service with Reading Borough Council |
|-------------------------------------------------------------------|-----------------------------|-----------------------------------------------------------|-------------------------------------------------------------|
| Reading Grades 1 to 10 (NJC for Local Government Services) | 185 hours (25 days) | 222 hours (30 days) | 244.2 hours (33 days) |
| Reading Senior Manager Grades A to D and Director grades | 229.4 hours (31 days) | No change | 236.8 hours (32 days) |
| Trades Terms and Conditions | 185 hours (25 days) | No change | 222 hours (30 days) |

3.3 Long service leave

3,3,1 In addition to the entitlements above, long service awards are given to Council employees in recognition of achieving 20 years' continuous service. The Council is currently running two long service award schemes:

- A one-off money award of £1,000 for those achieving long service with either the Council or a combination of the Council and Berkshire County Council, with the provision for employees to “trade in” all or part of the award for additional days’ leave, currently at the rate of £100 per day; or;
- £573 plus double leave for achieving 20 years’ service for employees appointed by the Council before 1 April 1999.

3.3.2 Further information about these awards can be found in the [Long service awards guidance](#) on the intranet.

3.4 Annual leave entitlements for staff who work less than 37 hours per week are pro rata based on the employee’s contractual weekly working hours using the formula below:

$$\text{Full time equivalent annual leave hours} \times \frac{\text{Contractual weekly working hours}}{37}$$

3.5 Under normal circumstances, all annual leave should be taken during the annual leave year in which it is accrued. Untaken annual leave of a maximum of one week’s contractual working hours can be carried over automatically to the next annual leave year.

3.6 Managers are advised that there are circumstances, generally maternity, adoption, shared parental leave or long term sickness absence, when employees are unable to take their full annual leave entitlement. In such cases the amount of annual leave that can be carried forward to the next leave year will not be capped at the number of hours equivalent to the employee’s contractual working week, i.e. a maximum 37 hours for full-time staff. In cases of sickness absence, see [Section 10](#) below.

3.7 If an employee needs to carry over untaken annual leave in excess of the automatic amount **for any other reason**, they should seek approval from their line manager by completing the form in [Appendix 1](#).

4 Requesting Annual Leave

4.1 Employees can check their annual leave entitlement, balance and leave taken by accessing iTrent Employee Self-Service (ESS).

4.2 All annual leave requests must be made on ESS.

4.3 All annual leave requests must be authorised before the leave is taken by the employee’s line manager on Manager Self-Service (MSS).

4.4 As much notice as possible of proposed annual leave dates must be given to the line manager to ensure adequate staffing cover at all times. It is expected that such notice should either be set out in locally agreed protocols or should

be at least twice the number of working days that the employee wishes to take as annual leave. It is recognised that there may be occasions when notice cannot be given (e.g. in emergency situations) although agreement should still be sought from the manager before annual leave is taken wherever possible. Retrospective annual leave requests must still be entered onto ESS by the line manager.

5. Annual Leave Pay

- 5.1 Annual leave pay is calculated on the basis of the employee's current rate of pay.
- 5.2 There will be no payment for any untaken annual leave except on termination of employment (see Section 9).

6. Public and bank holidays

- 6.1 All recognised public and bank holidays are permitted as paid holiday as they occur, in addition to the annual leave entitlement. The exact dates of public and bank holidays are updated on iTrent ESS at the start of each annual leave year.
- 6.2 Public and bank holidays can only be carried over beyond the end of the leave year for those staff who have been on maternity, adoption or shared parental leave. The only other exception is where an employee is required to work on a bank holiday and is prevented from taking their bank holiday leave entitlement on an alternative date due to operational requirements before the end of the leave year.

7. Annual leave entitlement in year of joining

- 7.1 If the employee joins the Council part way through an annual leave year, they will be entitled to a proportion of their annual leave entitlement based on the number of days between the employee's date of joining and the end of the annual leave year. This will automatically be calculated and added to the employee's annual leave entitlement on iTrent ESS.

8. Christmas closure

- 8.1 The Council usually has a period of time between Christmas and New Year when there is a planned closure for all non-essential services. This usually starts at 5pm on 23 December and continues until 9am on 2 January the following year (or the first working day after 1 January). This not a contractual entitlement and is subject to agreement each year.
- 8.2 If a decision is made to close for all but essential services over the Christmas period, then staff working in non-essential services must take annual leave to

cover the working days which occur within the closure period. Alternatively, staff can buy up to 2 days of annual leave at their normal rate of pay and be gifted the equivalent amount to use during this period. Staff who are required to work over Christmas can still take advantage of this offer but must use the leave before the end of the leave year (i.e. 31 March).

9. Annual leave at the end of employment

- 9.1 If the employee leaves their employment part way through an annual leave year, they will be entitled to be paid in lieu of any untaken annual leave accrued up to the date of termination.
- 9.2 However, the Council reserves the right to require the employee to take any outstanding annual leave entitlement during any period of notice, whether such notice is given by the Council or by the employee.
- 9.3 If, on the employee's date of termination, they have taken paid annual leave in excess of their accrued entitlement, they will be required to reimburse the Council (by means of deduction from salary if necessary) in respect of such annual leave.

10. Sickness during annual leave

- 10.1 Where an employee falls sick or is injured while on annual leave, the Council will allow the employee to transfer to sick leave and take replacement holiday at a later time. Please also refer to the Council's [Managing Sickness Absence Policy](#). This policy is subject to the following conditions:
- The total period of ill health must be fully certificated by a qualified medical practitioner. The cost of obtaining a certificate will be borne by the Council.
 - The employee must contact their line manager (by telephone if possible) as soon as they know that there will be a period of sickness during a holiday
 - The employee must submit a written request no later than ten days after returning to work setting out how much of the holiday period was affected by sickness and the amount of leave that the employee wishes to take at another time
 - Where the employee is overseas when they fall ill or are injured, evidence must still be produced that the employee was ill by way of a medical certificate
- 10.2 Where the employee fulfils all of the above conditions, the Council will grant the employee the same number of days' replacement annual leave as the number of leave days lost due to sickness or injury.
- 10.3 An employee who is absent on sick leave will continue to accrue their contractual annual leave entitlement and will be given the opportunity to take

this at a later date, including in the subsequent leave year, if they do not take their contractual annual leave entitlement due to being on sick leave. In such cases the amount of annual leave that can be carried forward to the next leave year will not be capped at the number of hours equivalent to the employee's one working week, i.e. 37 hours for full-time staff.

- 10.4 Annual leave accrued and carried over due to sickness absence must be taken within a period of 15 months of the end of the leave year of which the annual leave arose.
- 10.5 The Council reserves the right to require an employee to take all or part of the annual leave accrued and carried over due to sickness absence on particular days and will aim to provide reasonable notice.

11. Taking annual leave during sick leave

- 11.1 An employee who is absent on sick leave will continue to accrue their annual leave entitlement.
- 11.2 An employee on sick leave may apply to take annual leave while on sick leave. The annual leave dates must be approved in accordance with this policy ([See Section 4](#)).
- 11.3 If an employee takes part in activities inconsistent with their stated reasons for sickness absence, or something that worsens their illness or prolongs their absence, the Council reserves the right to stop statutory sick pay and/or contractual sick pay. In some cases, this may result in disciplinary action. Also see [Section 5 of the Managing Sickness Absence Policy](#). Advice from Occupational Health must be sought by the line manager before any such action is taken.

12. Buying annual leave

12.1 Amount

Employees can apply to purchase additional annual leave, up to a maximum of 74 hours (10 days) in any leave year. For part-time staff this entitlement is pro rata according to the number of hours they work each week (e.g. someone who works 18.5 hours per week can apply to purchase up to 37 hours).

12.2 Process for application

- 12.2.1 There is a separate process for buying leave to cover the Christmas closure. For existing employees, requests to buy additional leave can be made from 1st February for the following annual leave year. The last day that leave can be purchased is 10th April. New employees can buy additional leave within their first month of joining.

12.2.2 You can make a request to your manager to buy additional leave through iTrent Employee Self-Service (ESS). Each application is subject to your manager's approval, as there will be budget and staffing implications to be considered. There is no guarantee that your request will be agreed, but no request will be unreasonably refused.

12.2.3 Your manager will consider your request and respond within 21 days. The response will:

- Confirm whether your request has been approved or;
- If it has not been approved, the reasons for the request being declined

12.2.4 Your manager may approve some, but not all, of your request and in the event of a 'part approved' application the manager will set out the reasons for not approving the full amount of leave requested.

12.3 **Buying additional leave – how it will be implemented**

12.3.1 Any deductions from your salary for the additional leave will be made monthly over a 12 month period and calculated at your rate of pay as at 1st April for each year requested.

12.3.2 One day is priced at 1/260th (or 0.385%) of your annual salary (this will include base salary, and regular payments like shift allowance, market supplement, first aider allowance, but not irregular payments like overtime unless this is contractual).

12.3.3 You can apply to buy additional leave at any time of the year; payments will be deducted at the point of agreement with your manager. This can be as a "one off" arrangement to provide additional days for a particular purpose or occasion. Alternatively, this can be a permanent arrangement each year going forward. If your application is agreed and made effective on this basis within an existing leave year (i.e. April to March), then you will receive a pro rata entitlement for the first part year (i.e. number of days approved /12 x remaining full months in the leave year).

12.3.4 If you work part-time, your entitlements will be pro rata. If you work less than 5 days per week, the maximum amount of leave that you can buy is the number of your contractual hours per week x 2. For example, someone who works 30 hours per week can buy 60 hours additional leave per year.

12.3.5 If you work variable hours then the maximum number of hours available to buy will be calculated on the average number of hours over a two week period.

12.4 **If your application is not accepted**

12.4.1 If your application is not accepted (in whole or in part), then you may appeal against the decision of your manager to your Assistant Director.

12.4.2 Your appeal should be made in writing setting out the full grounds of your appeal and be received by your Assistant Director within 10 working days of the rejection of your original application.

12.4.3 The Assistant Director will consider your appeal and respond to you within 15 working days. The decision of the Assistant Director will be final.

12.5 **Other impacts of buying annual leave**

12.5.1 There may be a small number of staff who, if they opt to purchase additional leave, will reduce their salary to below the current National Insurance limit. This may affect their entitlement to state benefits (e.g. Statutory Sick Pay; Statutory Maternity Pay).

12.5.2 It is important, therefore, that you seek your own independent advice about the impact of this decision.

12.6 **Buying leave to cover the Christmas closure**

12.6.1 There is a separate process for buying leave to cover the Christmas closure which will be notified to staff, usually in November each year. The process in 3.1 and 3.2 of this policy does not apply for Christmas leave.

12.7 **Worked Example**

A full-time employee (37 hrs per week) with a salary of £20,000 per annum as at 1st April requests to buy 37 hours (5 days) leave. Their leave year begins on 1st April.

They do not receive any other form of regular payments.

Their manager agrees to the request and the effective date for implementation is 1st September.

37 hours (5 days) additional days leave = 5/260th of annual salary. So the cost to the employee will be £384.62 in a full year (£32.05 per month)

Cost of period: September – March (7 months) = £384.62 / 12 x 7 = 2.91 days at a cost of £224.36

Appendix 1



APPLICATION FOR OUTSTANDING ANNUAL LEAVE TO BE CARRIED FORWARD TO NEXT LEAVE YEAR

| SECTION A (to be completed by employee) | |
|--------------------------------------------------------------------------------------------------------|----------------------|
| Employee's name: | Directorate: |
| Employee job title: | Line manager's name: |
| Number of hours to carry forward beyond 31 March: | |
| Reason for request: | |
| If a previous request to carry forward has been made, please give details of amount, date and outcome: | |

| SECTION B (to be completed by line manager) | |
|-----------------------------------------------------------------------------------------------------------------------------|--|
| I am the line manager of the applicant, and approve / refuse (delete as appropriate) the request, as detailed above. | |
| Reason for approval / refusal (delete as appropriate): | |
| Line manager's signature: | |
| Date: | |

Please forward completed form to the Employment Services Officer

| | |
|-------------------------------------|--|
| HR Department use only Decision? | |
| Authorised signature: | |
| Date actioned on iTrent: | |

Provide basic details

Policies

Directorate: Resources

Service: HR and Organisational Development

Name and job title of person doing the assessment

Name: Teresa Kaine

Job Title: HR Services Manager

Date of assessment: November 2022

Scope your proposal

What is the aim of your policy or new service/what changes are you proposing?

Review/introduce new employment policies covering:

- Employment Stability Agreement
- Trade Union Facilities Agreement
- Annual Leave Policy

The above are revised policies.

Who will benefit from this proposal and how?

All employees of the Council and the Council itself because employment policies will be clearly set out. They will also be based on current employment legislation and ACAS codes of practice and/or guidance where available.

What outcomes does the change aim to achieve and for whom?

Setting out clear employment policies can help in supporting a culture based on trust, fairness and inclusion. They can also speed the decision-making process by ensuring that clear guidance is readily available to cover a range of issues. Furthermore, they can assist in avoiding involvement with employment tribunal claims by providing guidance for managers and staff that reflects accurately

current employment law and good practice. It is therefore important that HR policies are clear, easy to understand, up to date and reviewed regularly.

Who are the main stakeholders and what do they want?

All employees covered by the policy and the Council.

Assess whether an EqIA is Relevant

How does your proposal relate to eliminating discrimination; promoting equality of opportunity; promoting good community relations?

Do you have evidence or reason to believe that some (racial, disability, gender, sexuality, age and religious belief) groups may be affected differently than others? (Think about your monitoring information, research, national data/reports etc.)

No. The Council has a legal duty to ensure that the terms and conditions of employment for its employees are clearly set out. The policies that are the subject of this review help to achieve this.

Is there already public concern about potentially discriminatory practices/impact or could there be? Think about your complaints, consultation, and feedback.

No

If the answer is **Yes** to any of the above, you need to do an Equality Impact Assessment.

If **No** you **MUST** complete this statement

An Equality Impact Assessment is not relevant because:

There is no evidence or reason to believe that some (racial, disability, gender, sexuality, age and religious belief) groups may be affected differently than others by the proposed policies. Nor is there already public concern about potentially discriminatory practices/impact for the issues covered in these policies.

Signed (completing officer) Teresa Kaine

Date 09/11/2022

Signed (Lead Officer) Shella Smith

Date 09/11/2022

Assess the Impact of the Proposal

Your assessment must include:

- **Consultation**
- **Collection and Assessment of Data**
- **Judgement about whether the impact is negative or positive**

Think about who does and doesn't use the service? Is the take up representative of the community? What do different minority groups think? (You might think your policy, project or service is accessible and addressing the needs of these groups, but asking them might give you a totally different view). Does it really meet their varied needs? Are some groups less likely to get a good service?

How do your proposals relate to other services - will your proposals have knock on effects on other services elsewhere? Are there proposals being made for other services that relate to yours and could lead to a cumulative impact?

Example: A local authority takes separate decisions to limit the eligibility criteria for community care services; increase charges for respite services; scale back its accessible housing programme; and cut concessionary travel.

Each separate decision may have a significant effect on the lives of disabled residents, and the cumulative impact of these decisions may be considerable.

This combined impact would not be apparent if decisions are considered in isolation.

Consultation

How have you consulted with or do you plan to consult with relevant groups and experts. If you haven't already completed a Consultation form do it now. The checklist helps you make sure you follow good consultation practice.

[My Home > Info Pods > Community Involvement Pod - Inside Reading Borough Council](#)

| Relevant groups/experts | How were/will the views of these groups be obtained | Date when contacted |
|--------------------------------|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| Trade unions | Through a series of email communications and meetings with trade union colleagues | 19 September 2022 6 October 2022 17 October 2022 31 October 2022 7 November 2022 |

Collect and Assess your Data

Using information from Census, residents survey data, service monitoring data, satisfaction or complaints, feedback, consultation, research, your knowledge and the knowledge of people in your team, staff groups etc. describe how the proposal could impact on each group. Include both positive and negative impacts.

(Please delete relevant ticks)

Describe how this proposal could impact on Racial groups

Is there a negative impact? Yes No Not sure

Describe how this proposal could impact on Gender/transgender (cover pregnancy and maternity, marriage)

Is there a negative impact? Yes No Not sure

Describe how this proposal could impact on Disability

Is there a negative impact? Yes No Not sure

Describe how this proposal could impact on Sexual orientation (cover civil partnership)

Is there a negative impact? Yes No Not sure

Describe how this proposal could impact on Age

Is there a negative impact? Yes No Not sure

Describe how this proposal could impact on Religious belief?

Is there a negative impact? Yes No Not sure

Make a Decision

If the impact is negative then you must consider whether you can legally justify it. If not you must set out how you will reduce or eliminate the impact. If you are not sure what the impact will be you MUST assume that there could be a negative impact. You may have to do further consultation or test out your proposal and monitor the impact before full implementation.

Tick which applies (Please delete relevant ticks)

1. **No negative impact identified**

2. ~~**Negative impact identified but there is a justifiable reason-**~~

You must give due regard or weight but this does not necessarily mean that the equality duty overrides other clearly conflicting statutory duties that you must comply with.

Reason

3. ~~**Negative impact identified or uncertain-**~~

What action will you take to eliminate or reduce the impact? Set out your actions and timescale?

How will you monitor for adverse impact in the future?

An annual equality audit is carried out and reported to Personnel Committee which monitors whether there is any adverse impact on employees with protected characteristics, for example, the proportion of female, BAME and disabled employees involved in Council policies that are the subject of this review, compared to male, white and non-disabled employees. The most recent report looks at data for the last 2 financial years and does not indicate that procedures were applied and / or accessed disproportionately by any particular protected characteristic group

Signed (completing officer) Teresa Kaine

Date 09/11/2022

Signed (Lead Officer) Shella Smith

Date 09/11/2022

Agenda Item 6

By virtue of paragraph(s) 1, 2, 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

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