

Dear Colleague

## **WORK ARRANGEMENTS/PLACE OF WORK**

### **Fixed**

If you have a fixed-located working arrangement, your contractual base will be one named Llesiant Delta Wellbeing workplace as shown in Form ToE1

### **Multi located/Hybrid**

As a multi-located worker your place of work may vary depending upon service requirements and your preferred working arrangement. This can include working from home or from any of the company's or shared public sector building. These arrangements will be agreed with your manager.

However, your official place of work for the purposes of travel claims, shared space and team working is in form ToE1. You will be required to attend this base as required by your service.

Llesiant Delta Wellbeing reserves the right to change your place of work anywhere within the Company's area in accordance with the needs of the service without any additional paid travelling time on giving appropriate prior notice of such requirement.

If you are employed as a community-based worker you have no fixed place of work. Delta Wellbeing's address is Unit 2, Dafen Industrial Estate, Heol Aur, Dafen, Llanelli, Carmarthenshire, SA14 8QN.

## **EMPLOYMENT STATUS**

Your employment status is confirmed in form ToE1.

If you are employed on a temporary or fixed term basis this will be confirmed in form ToE1. The appointment will terminate on the date specified in form ToE1 for the reason specified in form ToE1 or when the post holder returns to duty, whichever occurs first.

The appointment may, however, be terminated by either side sooner provided appropriate notice is given.

### **Job Share**

Llesiant Delta Wellbeing agrees to employ you in a job-share capacity (provided it is able to recruit a job-share partner for your role should a vacancy arise).

Should Llesiant Delta Wellbeing not be able to recruit a suitably qualified person to fill the part vacant job share post and if you are unwilling or unable to work full-time, Llesiant Delta Wellbeing reserves the right to terminate your employment under the Scheme by the giving of the appropriate period of notice, as specified in the Employment Rights Act 1996. Such action would only be taken after consultation

with you and your Trade Union Representative, if you so wished, regarding the various options available at that time.

You have a right of appeal against the termination of a temporary or fixed term contract. The appeal should be made in writing where possible, stating your grounds of appeal and to be received at least 7 days before the date of termination. The appeal should be addressed to the Managing Director, Llesiant Delta Wellbeing, Eastgate, Llanelli, SA15 3YF.

## **CONTINUOUS EMPLOYMENT**

Your continuous service start date for the purpose of certain statutory employment rights (i.e. sickness allowances, annual leave entitlement) is as specified in form ToE1

This will include any previous continuous service with any organisation covered by the Redundancy Payments (Continuity of Employment in Local Government etc.) (Modification) Order 1999, or any subsequent amending legislation, which covers local authorities and related bodies.

## **PROBATION PERIOD**

If you are joining the Company's service, the appointment is subject to a probationary period of a minimum of 6 months. During this probationary period your performance will be carefully monitored and your suitability for the post assessed. Your continued employment will be subject to satisfactory reports. If at any time during the probationary period adverse reports are received the Company may terminate your contract by giving the period of notice to which you are entitled. Please refer to the Management of Probationary Employees Policy, (available on request) for further information.

## **TERMS AND CONDITIONS OF EMPLOYMENT**

Your terms and conditions of employment will be in accordance with collective agreements negotiated and amended from time to time by the negotiating/governing body as specified in form ToE1 and should be read in conjunction with the appropriate paragraph below.

### **National Joint Council for Local Government Services (NJCCCC)**

Your terms and conditions of employment will be in accordance with collective agreements negotiated and amended from time to time by the National Joint Council for Local Government Services set out in the National Agreement on Pay and Conditions of Service, the negotiating machinery of Joint Council for Wales and the Council's Standing Orders, rules, decisions and local collective agreements reached with trade unions recognised by Llesiant Delta Wellbeing. Copies of these documents are available for inspection from the People Management Division, Building. 4, St David's Park, Job's Well Road, Carmarthen, SA31 3HB.

### **J.N.C. for Chief Officers of Local Authorities (CO-SC)**

Your conditions of service will be in accordance with the J.N.C. for Chief Officers of Local Authorities, as supplemented by local decisions.

## **IMMIGRATION, ASYLUM AND NATIONALITY ACT 2006**

Your employment is subject to the restrictions placed on your time to remain in the UK and the statutory requirements to comply with the Immigration, Asylum and Nationality Act 2006 and the UK Borders Agency Codes of Practice. Your continued employment will therefore be reviewed and dependant on you obtaining future and valid permissions to remain in the UK and to undertake the type of work currently offered.

## **PAY**

Your pay frequency and pay group are specified in form ToE1 and should be read in conjunction with the appropriate paragraphs below.

### **Four weekly paid employees (Pay Groups 9, 16)**

Your pay will be paid four weekly in arrears by bank credit to a bank account of your choice.

### **Monthly paid employees (Pay Group 11)**

Your salary will be paid in arrears on the 27<sup>th</sup> of each month for January to November inclusive (or the nearest working day if 27<sup>th</sup> falls on a weekend or bank holiday) for the month of December the pay date is the 24<sup>th</sup> or the last banking day prior to 25<sup>th</sup> December. Payment is by bank credit to a bank account of your choice.

### **Monthly paid employees (Pay Group 15)**

Your salary will be paid in arrears on the last working day of each month. However, if the last working day falls on a Monday or Tuesday, you will be paid on the previous Friday. Payment is by bank credit to a bank account of your choice.

Your starting salary per annum and salary scale/grade is as specified within form ToE1.

Where appropriate your salary will rise within the grade by annual increments up to the maximum point of the grade. Increments will be paid on 1<sup>st</sup> April every year unless you commenced duties between 2<sup>nd</sup> October and 31<sup>st</sup> March in any year, in which you will receive your first salary increment 6 months from the date on which you commenced duties.

### **Chief Officers**

Progression through the incremental scale of the relevant grade is subject to satisfactory performance assessed on an annual basis. Llesiant Delta Wellbeing does not pay bonus or performance related pay.

### **Overpayments**

Should you be overpaid, as a result of a mistake in fact, the full amount will be deducted from subsequent salary payment(s) or any other payment due to you from the Company. The Employee Services Section is authorised to deduct 10% of your gross monthly salary to recover the overpayment and will continue until the full

amount has been retrieved. Should you wish to make repayments in larger denominations please contact the Employee Services Section

In the event an overpayment has not been fully recovered before the time of your final salary payment the Employee Services Section is authorised to recover the full amount. If for any reason, the overpayment has not been recovered in full, the matter will be referred to the Authority's Debtors' Section in order that you be invoiced for the payment that remains outstanding.

## **UNAUTHORISED ABSENCE**

Llesiant Delta Wellbeing reserves the right to withhold payment or deduct from salary a day's pay for each day of unauthorised absence. Any decision concerning this matter will be made by the Managing Director or their nominated representative. Unauthorised absence may result in disciplinary action being taken.

## **HOURS OF WORK**

Normal office hours are Monday to Thursday 8.45 to 17.00 and Friday 8.45 to 16.30. Your work pattern and normal working hours per week exclusive of meal breaks will be provided to you by your line manager. Llesiant Delta Wellbeing operates a range of different shift patterns which are developed and from time to time amended to meet the needs of the service.

Your hours of duty are to be worked in accordance with the needs of the service and at the direction of the Managing Director or their nominated representative.

### **Chief Officers**

It should be noted that the salary range takes account of the fact that the duties of this post cannot be satisfactorily undertaken within a fixed working week and that some elements of unsocial hours will be required for the proper performance of duties.

### **Drivers**

Drivers must take unpaid breaks in accordance to EU & AETR rules on drivers' hours.

### **Night Work**

Staff who work a minimum of 3 hours waking nights between the hours of 11pm and 6am as part of the normal working week are entitled to an enhanced payment of time and a third on their basic hourly rate. The three hours do not have to be consecutive.

### **Weekend Working**

In recognition of weekend working, an 8% enhancement on basic pay for all hours worked will be paid to post holders who are required to work a minimum of two weekend days/shifts in every four weeks as part of their normal working pattern (on a regular basis/rota). The 8% will be included in pay calculations for the purposes of sickness and annual leave.

## **Standby and Call Out**

Where the nature of the work requires additional duties to be carried out outside of normal working hours a standby rota may be operated by the Line Manager as and when required by the service. An employee on standby must be contactable at all times during the stated period of standby and must be prepared and able to return to work if the situation warrants it. Any changes to contractual standby will be notified within one month of the change. Employees required to work standby duties will be paid the Company's agreed standby rate for the session. If called out, normal hourly rates for the hours worked will apply plus overtime/enhanced rates if appropriate.

## **Overtime/Work Outside of normal hours**

The full-time standard working hours are 37 per week. You will not be expected to work overtime on a regular basis. However, if you are required and authorised to work in excess of the standard working hours per week and any such work falls outside the flexible working hours you may, if authorised, be paid at the appropriate overtime rate.

If you are contracted to work on annualised hours or on a rolling rota, overtime rates are only payable for hours worked over the average of 37 hours in the contracted period.

Please note that the Llesiant Delta Wellbeing will implement the Working Time Regulations in allocating additional hours and all staff are required to inform their Line Manager of additional work undertaken including other posts that they may have in other sections of Llesiant Delta Wellbeing, Carmarthenshire County Council or work commitments undertaken for other organisations.

Please see Code of Conduct in relation to notifying the Company of other employment.

For all hours worked beyond 37 hours per week in a particular post which have previously been approved by your Line Manager will be paid at the basic hourly rate plus 50%.

## **PENSION**

In accordance with the Local Government Pension Scheme Regulations all new employees will automatically become a member of the Local Government Pension Scheme (LGPS). Should you wish to opt out of LGPS membership an Opt Out Form is available from Dyfed Pension Fund website: [www.dyfedpensionfund.org.uk](http://www.dyfedpensionfund.org.uk). Alternatively contact Dyfed Pension Fund, County Hall, Carmarthen SA31 1JP.

You should have received an employee guide on the LGPS summarising the benefits of the pension scheme. Further details are available on the Dyfed Pension fund website – [www.dyfedpensionfund.org.uk](http://www.dyfedpensionfund.org.uk).

Your contribution rate will be assessed in accordance with your actual pensionable pay, as specified in form ToE1.

The pension banding tables are reviewed periodically and as a result there may be an automatic increase or decrease in your pension banding. Your pension banding may also increase as a result of a pay increase including any incremental pay rises. Pension contributions will be payable on all your taxable pay.

## TIME OFF

If you are planning on taking time off work but are unsure of the type of time off that you may be entitled to, you may benefit from taking a look at the [Time Off policy](#) in the first instance. This will signpost you to the types of time off that are available and whether they are paid or unpaid.

## Holidays

The leave year will be operative from your birthday. Those employees commencing or terminating employment during the year are entitled to leave proportional to your service during that year.

Please see your line manager to confirm your entitlement. You may be required to take your annual leave entitlement when your establishment/workplace is closed for specific holiday periods or for any other reason as advised by your Line Manager.

Leave entitlement is calculated on the basis of length of continuous service as indicated below:

0 - 5	completed years' service	27 days
Over 5 - 10	completed years' service	32 days
10 Plus	completed years' service	35 days

Your annual leave entitlement will be calculated and pro-rated in accordance with your contracted hours and working pattern and will be subject to minimum statutory entitlements.

No payment in lieu of accrued contractual holiday will be made to the employee (and where appropriate a deduction will be made from salary) in the event of their termination for gross misconduct or in the event of the employee giving inadequate notice of termination or leaving before the contractual notice period has expired. Contractual holiday for these purposes mean all and any leave entitlement provided for in the employee's contract that is over and above the minimum statutory leave period provided for in the Working Time Regulations 1998 (i.e. 5.6 weeks or a maximum of 28 days) unless your Director believes there are exceptional circumstances which have prevented leave from being taken.

Employees leaving local government service having taken leave beyond their entitlement at that point, will have the corresponding number of days pay deducted from their final salary payment or any other payment due from Llesiant Delta Wellbeing.

Annual leave should be requested from your line manager and is subject to the agreement of the Company.

## **Bank/Public Holidays**

There are 8 days designated as public bank holidays by Llesiant Delta Wellbeing. This is calculated on a pro rata hourly basis during the year for part time employees. If you are scheduled or required to work a bank holiday, you will be paid at double time (i.e. time plus time) for all hours physically worked, in complete recompense for all hours worked.

## **Job Share**

Entitlement to take paid holiday on bank or public holidays will be shared proportionately between job-sharers. Alternatively, and with the permission of your manager, you can choose to adjust your working pattern to ensure a fair distribution of bank and public holidays. Your entitlement to take paid holiday on public or bank holidays will be the pro rata equivalent of the entitlement of full-time employees.

## **Sickness Absence**

Your entitlements during any absence due to sickness or injury are as indicated in the National Joint Council Conditions Part 2 Section 10.

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> years of service 5 months' full pay and 5 months' half pay

After 5 years' service 6 months' full pay and 6 months' half pay

If you are unable to attend work as a result of illness or injury you must notify your line manager as soon as practicable on the first day of absence of the reason for, and likely duration of, the absence.

You are required to complete a self-certification form via [Resourcelink/My View](#) for the first 7 days of the period you were due to work (including Saturday and Sunday) This should be done immediately upon your return to work or as soon as possible if the absence is long term.

If your sickness absence is longer than 7 days, you must submit to your line manager a General Practitioner's Fitness for Work Certificate by the 8<sup>th</sup> day of absence.

For further details please see Sickness Absence Employee Information and Sickness Absence Management Procedure (available on the Intranet).

## **NOTICE**

- (i) Llesiant Delta Wellbeing will give you one week's notice to terminate the contract of employment during your probationary period. Following the probationary period, the minimum period of notice to which you will be entitled from Llesiant Delta Wellbeing is 1 week or as shown below, whichever is the longer: -

**Period of Continuous Service**

1 month or more but less than 2 years  
2 years or more but less than 12 years  
12 years or more

**Minimum Notice**

1 week  
1 week for each year of continuous service  
12 weeks

You are required to give one week's notice to terminate the contract of employment during your probationary period. Following the probationary period, the minimum period of notice you are required to give to terminate your employment will be;

Grade A – K – 1 month  
Grade L – O – 3 months  
Chief Officers - 3 months

Your employment may be terminated by the employer without notice or payment in lieu of notice in the event of serious misconduct.

**MATERNITY**

For Information on the Company's Maternity Policy, please click [here](#).

**PATERNITY**

For information on the Company's Paternity Policy, please click [here](#).

**PAY IN LIEU OF NOTICE**

Llesiant Delta Wellbeing may make a payment in lieu of notice for all or any part of your notice period on termination of your employment (rather than you working out your notice period). This provision, which is at the Company's discretion, applies whether notice to terminate the contract is given by you or by Llesiant Delta Wellbeing.

**BENEFITS**

For details of your eligibility to benefits that may be available to you as a worker/employee of Llesiant Delta Wellbeing, please see our [benefits page](#).

**CARS/TRAVEL**

Please note if you are authorised to use your car for work purposes you should ensure that you are able to drive and that you are covered by the appropriate business insurance. The Company also reserves the right to ensure at any time that you are covered by the appropriate documents (MOT, car insurance and the appropriate driving licence.)



Authorised work-related car journeys are reimbursed at the Company's car user allowance rate.

## **CONFIDENTIALITY**

You may not, during or after the termination of your employment with Llesiant Delta Wellbeing, disclose to anyone other than in the proper course of your employment, any information of a confidential nature relating to the Company or its business. This confidentiality of information applies during working and non-working hours. Breach of this clause may lead to your summary dismissal.

As an employee of Llesiant Delta Wellbeing you are responsible for complying with Data Protection legislation when processing personal data as part of your duties. You are also responsible for adhering to relevant policies when handling personal data.

## **RESTRICTIONS ON OTHER EMPLOYMENT**

Prior to agreeing to undertake other work (paid or unpaid) outside of Llesiant Delta Wellbeing, permission must be sought from the appropriate Line Manager as per the Code of Conduct – Employees (available on request).

### **Chief Officers**

You must devote your whole-time service to the work of Llesiant Delta Wellbeing except where otherwise authorised. You must uphold the principles of the Employees Code of Conduct and ensure that you declare any personal interests in accordance with the Company's policies.

### **Your attention is drawn to the following extract from the JNC Chief Officers Conditions of Service Handbook:**

After termination of a chief officer's employment you:

- a) will not divulge any information to any third party which is confidential to the authority.
- b) will not, without the consent of the authority, which will not unreasonably be withheld, within a period of 12 months take up employment with or provide services for reward to anybody:
  - i) if during the chief officer's last two years of employment with the authority the officer has been directly involved in transactions with that body for which the offer of employment or provision of services could reasonably be regarded as a reward
  - ii) which is likely to benefit from commercially sensitive information which is known to the chief officer by virtue of his/her past employment by the authority.

These provisions would not apply if the termination of employment with the local authority arose as the result of redundancy or the externalisation of work and consequent transfer to a new employer.

## **GENERAL REQUIREMENTS OF THE POST HOLDER**

You will be held responsible for ensuring that the accountabilities of your post (job profile available on request) are fulfilled and your performance in doing so may be assessed from time to time. You will carry out such work and duties as are usual or necessary in connection with your appointment or such work as may reasonably be required. You are required to invoke the Company's established processes and procedures to challenge and report dangerous, abusive, discriminatory or exploitive behaviour and practice. You will be responsible for your own actions, behaviour and any subsequent consequences. All employees are expected to recognise the limits of their competence and be responsible for limiting their actions to those which they feel competent to undertake. You will have due regard for economy and use of resources whilst maintaining standards at all times.

You are expected to uphold at all times the core values of Llesiant Delta Wellbeing and ensure that your behaviour does not deliberately bring the Company into disrepute.

Llesiant Delta Wellbeing reserves the right to seek a Disclosure and Barring Service check for all employees in posts that have safeguarding responsibilities.

Employees in posts requiring them to register with Social Care Wales or in Registered Services under Care Inspectorate Wales, will be required to register with the DBS Update Service (for which there is an annual subscription fee) and it is your responsibility to ensure that subscription is maintained annually to uphold professional registration.

You are required to inform your Manager/ Director and/or the Human Resources section at the earliest opportunity if you are under investigation for a criminal offence or are convicted of a criminal offence (including cautions and bind over orders). Please note that all declarations will be treated in strictest confidence and will not necessarily affect your ability to carry out your post. Failure to report such matters may result in disciplinary proceedings.

Where required you will maintain membership of appropriate professional bodies.

### **For employees within Social Care**

If you are employed within the Social Care Sector, you are also required to abide by the principles of the Code of Professional Practice as per the document published by Social Care Wales. You can download a copy at [www.socialcare.wales](http://www.socialcare.wales). You will also be obliged to register and maintain registration with the Care Council for Wales when it is required.

## **DISCIPLINARY POLICY AND PROCEDURE**

Llesiant Delta Wellbeing's Disciplinary Policy and Procedure is available [here](#). If you are dissatisfied with any disciplinary decision you have the right of appeal. The appeal should be addressed to the Managing Director, Llesiant Delta Wellbeing, Eastgate, Llanelli, SA15 3YF

## **Chief Officers**

The disciplinary procedures applicable to you are set out in the J.N.C. for Chief Officers of Local Authorities Conditions of Service.

## **GRIEVANCE PROCEDURE**

If you have a grievance relating to your employment you should discuss the matter in the first instance with your immediate supervisor in accordance with the [Grievance Policy and Procedure](#). This explains the stages of the procedure available to you should you be dissatisfied with the outcome. Please note that there is a separate policy dealing with grievances of bullying and harassment - [Behavioural Standards](#).

## **DISMISSAL**

If you are dismissed from the employment of Llesiant Delta Wellbeing, you will be advised of the reason and offered a right of appeal in accordance with the terms of the appropriate policy (except during your probationary period when the Managing Probationary Employees Policy applies to staff except those employed by schools), as follows:

Health	Sickness Absence Management Policy
Redundancy	Redundancy Policy
Performance	Capability Policy
Conduct	Disciplinary Policy

## **POLITICAL RESTRICTION**

If you have been advised in form ToE1 that your post is a 'politically restricted post' please refer to the terms outlined in the political restriction document (available on request).

## **LEARNING AND DEVELOPMENT**

It is a condition of your employment that you undertake all appropriate learning and development. This will include any development identified to build your skills in order to enable you to perform your duties fully (including additional duties you may be reasonably required to perform). Such development may be specified within a Learning Agreement on your commencement. This agreement will include any specified timeframe.

## **HEALTH AND SAFETY**

You are required to abide by the appropriate Health and Safety Rules of the Company. If you occupy a post that is subject to health surveillance you are expected to attend for medical examination as and when required.

This Written Statement of Particulars supersedes any previous Written Statement of Particulars. I would be grateful if you would kindly signify, via e-mail, your acceptance of the appointment on the specified terms and conditions, retaining a copy for your own records.

Yours sincerely

A handwritten signature in black ink that reads "Paul Thomas". The signature is written in a cursive style with a large initial 'P' and a long, sweeping underline.

**Mr Paul Thomas**  
**Assistant Chief Executive (People Management)**