

DATE

PRIVATE & PERSONAL

NAME
ADDRESS

Our Ref:

Dear NAME

RE: APPOINTMENT TO

I am now in a position to formally offer you an appointment as a **INSERT POST** on the terms and conditions set out in the enclosed statement.

Your appointment is effective from **INSERT DATE** and your location is **INSERT ADDRESS**.

As agreed you will work 37 hours per week, Monday to Friday 9.00am – 5.00pm.

I would be grateful if you could confirm in writing your acceptance of this offer of employment on the terms and conditions stated by signing both copies of the statement, in the section provided, and returning **one copy** to me for our records, along with all other documents enclosed.

Please find enclosed details of the NILGOSC Superannuation Scheme. If you wish to join this scheme, please complete option form LGS 1. If you do not wish to join this superannuation scheme you should complete the enclosed LGS 2 form. Please note that one of these forms must be returned to the Human Resources Department, indicating whether or not you wish to join the scheme.

If you have received a P45 from your current or most recent employer, please forward it to Human Resources along with the above documentation. In the absence of your P45, please complete the enclosed P46.

In order to provide you with an official PBNl employee security pass, you should enclose two passport sized photographs of yourself, attaching them to authorisation card enclosed. Please ensure you sign the back of the authorisation card.

Subject to your acceptance of this post, your first day of duty will be **INSERT DATE**. You should report to **INSERT MANAGERS NAME** on this date.

Yours sincerely

HUMAN RESOURCES DEPARTMENT

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PROBATION BOARD FOR NORTHERN IRELAND

STATEMENT OF MAIN TERMS OF EMPLOYMENT

PROBATION BOARD FOR NORTHERN IRELAND
STATEMENT OF MAIN TERMS OF EMPLOYMENT

In compliance with the Contracts of Employment and Redundancy Payments Acts (Northern Ireland) 1965 as amended and the Industrial Relations (Northern Ireland) Order 1993 this statement sets out your main terms and conditions of employment and the statutory particulars required.

STATEMENT OF PARTICULARS

Name of Employer Probation Board for Northern Ireland

Name of Employee

Date of commencement of employment

Date on which this statement given

Date on which the particulars are current

1 Grade

You have been selected for appointment to the post of with effect from

2 Place of Work

Your initial location is but you may be employed in any post appropriate to your grade at such place of employment in the Board's service as may be required.

3 Duties

Your duties will initially be within the range set out in the attached job description dependent on team location and function. Please note that the list of duties described is not to be regarded as exclusive or exhaustive as you may be required to undertake various other duties as appropriate to your grade.

The Board reserves the right to update job descriptions from time to time to reflect the changes in its services or responsibilities.

4 Continuous Employment

The date when your continuous employment began is

- 5 Temporary Employment [for use only when the employee's employment is not intended to be permanent] - NOT APPLICABLE TO THIS APPOINTMENT**
- 6 Fixed-Term Employment [for use only when the employee [is][is to be] engaged under a fixed-term contract] - NOT APPLICABLE TO THIS APPOINTMENT**

7 Reference Documents

Various terms and conditions of employment appropriate to your job and grade apply in addition to those referred to in this statement. They are contained in collective agreements negotiated by the Board and the NI Public Service Alliance and National Association of Probation Officers and in agreements reached under the auspices of the National Negotiating Council for the Probation Service, Joint Negotiating Committee for Youth and Community Workers and the Whitley Council for the NI Civil Service whichever are appropriate to your grade.

Please note however that the implementation of any agreement within PBNI is subject to the approval of the Secretary of State given with the consent of the Treasury.

8 Changes to Terms of Employment

Where changes to the terms set out in this statement and/or the annexes hereto occur by agreement with you, your representatives or your representative body, or otherwise in accordance with any term of your contract providing for such changes to be made, you will be informed of these by means of a written statement of change which will be issued to you within one month of change. In the event of any changes to the Board's sickness or injury reporting scheme and to other terms relating to sickness or injury, including sick pay and to the pension or pension scheme, the statement of change may refer you to a document which you can read in the course of your employment or which will otherwise be made reasonably accessible to you and which contains information about the change.

From time to time variations in your terms and conditions of employment will result from negotiations and agreement with the specified union or unions or under the auspices of the negotiating bodies referred to in 7 above and these will be notified to you in a statement of change and incorporated in the documents referred to in Clause 7 within one month of the change.

9 Probationary Service

Confirmation of your appointment will be subject to satisfactory completion of a period of probationary service of one year. During your probationary service you will be expected to establish your suitability for the post.

10 Pay and Working Hours

- (i) Salary scale: £24,089 - £30,520 (Full-time) NIO Pay Band B2

Your salary on appointment is £ per annum full-time.

- (ii) Salary level will be reviewed annually under the provisions of the NIO pay agreements.
- (iii) Additional allowances are payable to staff seconded to teams based in prison service establishments.
- (iv) You will be paid monthly in arrears by credit transfer directly to your bank.
- (v) Full details of these allowances and your salary scale are available at the office at which you are based.

The working hours of this post are 37 hours per week. In general these hours are related to a 5 day week; however, on occasions it may be necessary for you to work hours in excess of the above 37 per week in which case overtime rates will apply.

11 Absence for Sickness or Injury and Sick Pay

Full details are included in the attached sick absence Management procedure and in the documents referred to in paragraph 7. The following are the main points:

- (i) Provided that there is a reasonable prospect of recovery you may be granted sick leave on full pay for a period not exceeding 6 months in any period of 12 months and thereafter on half pay for a further 6 months subject to a maximum of 12 months' sick leave in any period of 4 years or less.
When however a period of absence arises from any incident/accident where a claim may lie against a third party there is **no entitlement to occupational sick pay under the above provision.**

The Board may however pay an advance not exceeding occupational sick pay entitlement **SUBJECT TO** the officer signing an undertaking in respect of reimbursement to the Board.

NB Where an individual opts not to give the required undertaking no advance will be made in respect of any period or periods of absence resulting from an accident/incident where a claim may lie against a third party.

Where any payment is made because the individual has not informed the Board of the nature of the absence this will be treated as an overpayment subject to immediate recovery.

(see documents attached)

- Absence due to accident/injury (3rd party claim)
 - Undertaking to be signed by the employee (SA-U), witnessed and returned to the Human Resources Department.
- (ii) The amount of full pay will be reduced by the amount of National Insurance benefit received.
- (iii) The amount of half pay will be reduced by the amount by which total of half pay plus National Insurance benefit exceeds full pay.
- (iv) Under the Social Security (NI) Order 1985 employers are from 6 April 1986 liable to pay Statutory Sick Pay (SSP) for days of incapacity for work up to 28 weeks in one tax year (or in any one period of entitlement).
- (v) You must notify your supervising officer by 10.00am on the first day of absence stating the nature of illness and proposed day of return to duty. If you are unable to act personally you should arrange for someone to act on your behalf.
- (vi) Evidence of incapacity will be:
- (a) Self certification up to the first 7 calendar days of absence; thereafter
 - (b) A Doctor's certificate is required.
- NB The Probation Board may require a Doctor's certificate for any period of absence and may seek such medical advice as is considered necessary. The Board may also require any employee to undergo a medical examination.
- (vii) All medical evidence should be submitted directly to the Board. This will be passed to the Social Security Agency for payment of the appropriate benefit.

12 Annual Leave, Official Holidays and Holiday Pay

Your terms and conditions relating to entitlement to holidays, including official holidays and holiday pay, including how to calculate this entitlement and entitlement to accrued holiday pay on the termination of your employment are as follows:

Your paid annual leave entitlement is as follows:

	<u>Full-time</u>
On appointment	25 days
After 10 years total service	30 days

The leave year commences on 1 February each year. Your leave entitlement from to is days. Thereafter your leave will be 25 days per annum.

ii) **Official holidays:**

In addition to annual leave, there are normally 12 official (paid) holidays. These are notified to staff by circular throughout the year.

You will be paid at your normal basic rate for all authorised absence on annual leave within this allowance. Holiday pay at this rate will be paid to you in respect of any days of annual leave which have accrued during the leave year in which your employment terminates. Where leave has been taken in excess of entitlement at the date of termination the appropriate amount, at full basic rate will be deducted from your final payment. In the event that the final payment is insufficient to cover the full required amount, you will be asked to pay the difference.

The authorisation of particular periods of leave are subject to the needs of the service. Up to 9 days annual leave not taken during a leave year may be carried forward into the next leave year, provided that the specific prior written consent of management for this is obtained by you.

If you become ill whilst absent on annual leave you will not lose this period of annual leave as long as certification (referred to in paragraph 11) is provided in the usual way.

A period of annual leave may not immediately follow sickness absence without either:

- 1 a return to work between the 2 periods of absence, or,
- 2 the prior written consent of management who may seek medical advice as appropriate.

The rule relating to the carrying over of annual leave to a subsequent leave year will also apply to such accrued leave subject to 25% of normal entitlement in addition to the above 9 days and the approval of management.

13 Rights of Pregnant Employees

If an officer becomes pregnant, she has rights under the maternity leave and pay scheme.

Full details of entitlement to maternity leave and pay can be obtained from the Human Resources Department.

14 Pension

This is a contributory pension scheme which currently draws 1½% of salary from the officer with a further contribution being paid by the Board. An explanatory note is attached.

You can choose whether or not you wish to join the NILGOSC scheme and you must complete and return the option form with your acceptance of this post.

Please note that should you join the pension scheme and complete 3 months membership, you will not be able to have a return of contributions upon leaving.

15 Normal Retirement

While the compulsory retirement age is 65 years some employees retain the right to avail of NILGOSC pension provision to retire voluntarily at any point beyond age 60 subject to meeting the criteria established in the pension regulations.

Any employee who opts for such an arrangement on an individual voluntary basis is required to give PBNI notice of leaving under the normal requirements as set out in the statement of terms and conditions.

16 Notice

The minimum periods of notice to which you are entitled to receive to terminate your employment are:

<i>Period of continuous employment</i>	<i>Minimum notice</i>
one month or more, but less than two years:	one week's notice.
Two years or more, but less than twelve years:	one week's notice for each year of continuous service.
Twelve years or more:	Not less than 12 weeks.

However the Board reserves the right in the case of gross misconduct to summarily dismiss a member or staff, i.e. without notice or without payment in lieu of notice.

The minimum period of notice of termination of your employment which you are required to give is not less than one month.

No notice will be required or given to bring your contract of employment to an end when attaining the normal retiring age for your employment group.

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17 Grievance

If you have a grievance relating to your employment, you should apply to your immediate line manager in accordance with the grievance procedure which can be found on the PBNI intranet site. [The procedure also explains the further stage(s) of the procedure available to you if dissatisfied with the outcome of your application].

18 Disciplinary Procedure

A copy of the disciplinary procedure relating to your employment can be found on the PBNI intranet site. It explains to whom, and how, you can apply if dissatisfied with any disciplinary decision relating to you and the further steps available to you by way of further appeal. The policy also contains a list in regard to gross misconduct. This list is not to be regarded as exclusive or exhaustive. The Board has the right at its discretion to add to, amend or delete from this list.

19 Dismissal

Employment law provides that dismissal is normally only fair, if the employer can show that it is for one of the reasons set out below and that the employer has acted reasonably in treating that reason as sufficient grounds for dismissal.

a) A reason related to the employees conduct.

In PBNI such matters will be addressed under the Disciplinary Policy.

b) A reason related to the employees capability or qualifications for the job.

In PBNI matters related to capability (performance) and qualifications will be addressed under the Disciplinary Policy Matters regarding capability related to ill-health will be addressed under policy provision for the management of sick absence.

For the purposes of consideration of dismissal matters regarding registration with the NI Social Care Council shall be regarded as matters of qualification. Registration as a social worker with the NI Social Care Council is an essential requirement in your appointment and employment as a Probation Officer.

If for any reason you fail to maintain that registration or that registration is removed from you, this will be grounds for the commencement of dismissal procedures.

c) Redundancy

In PBNI such matters shall be dealt with under the Board's Redundancy Policy.

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d) Reasons related to the age of the employee

In PBNI such matters shall be dealt with in line with PBNI procedures in relation to the Employment Equality (Age) Regulations (NI) 2006.

e) Because a statutory duty or restriction prohibits the employment being continued

f) Some other substantial reason of a kind which justifies the dismissal

In PBNI matters referred to in e) and f) above shall be dealt with following the procedural structure set out in the Board's Disciplinary Policy except that in all cases

- (a) matters of concern shall in the first instance be drawn to the attention of the ACO-HR who will, where appropriate, refer the matter to the Designated Officer.
- (b) on receipt of the referral the Designated Officer may seek legal or other advice to determine whether or not it is necessary to appoint an Investigating Officer.

Please note

The provisions set out above apply to those appointed to established posts. The provisions applying to those appointed on a fixed term contract refer to the rights afforded under the Fixed-Term Employees (Prevention of Less Favourable Treatment) Regulations (NI) 2002 and will be included where such contracts are issued.

20 Travel and Subsistence Allowance

Travelling and subsistence expenses in connection with journeys on official business from one centre to another where undertaken in the public interest will be paid in accordance with such Civil Service regulations governing those matters as may be in force from time to time.

21 Health and Safety

A copy of the Board's Health & Safety at Work (Main) Policy, Health & Safety Procedures and Guidelines for the Implementation and Operation of the Health & Safety at Work (Main) Policy and a copy of the Board's Health & Safety at Work (Operations) Policy, Health & Safety Procedures and Guidelines for the Implementation and Operation of the Health & Safety at Work (Operations) Policy are available on the PBNI intranet.

The legislation governing Health and Safety at Work imposes responsibilities on both employers and employees. Responsibilities are allocated at all management levels in the Board and it is the expectation of the Board that all employees will meet their obligation for health and safety for themselves, their colleagues and members of the public.

If you have any concerns on matters of health and safety you must draw them to the attention of your supervising officer.

22 Requirement to work outside the UK

In this employment it would not be usual for staff to be required to work outside the United Kingdom but the possibility cannot be ruled out. If the need for this arises you will be given an instalment of this statement setting out the terms of that employment as they exist not more than seven days before the instalment is given.

23 Confidentiality

In the course of your duties you will have knowledge of, or access to, confidential information. It is implicit in your acceptance of this appointment that you undertake to safeguard such information. The attached confidential information policy applies and it is a condition of your employment that you agree to be bound by the provisions contained therein.

24 Equal Opportunities

The Board is an Equal Opportunities employer and with its unions is a signatory to the Joint Declaration of Protection.

All employees are required to comply with the requirements of the Board's policy in respect of equal opportunities. Failure to comply may be dealt with as a disciplinary matter.

A copy of the Board's policy can be found on the PBNI intranet.

25 Extra Mural Activities of Staff

Staff are required to conduct themselves in accordance with generally accepted principles of behaviour and to ensure that their private activities do not bring discredit on the service or conflict with their obligations to it.

Where an officer is considering accepting work outside PBNI, details of the proposed arrangement shall be forwarded to the Personnel Manager in advance (normally at least 2 months before the proposed starting date) for consideration.

Acknowledgement of Receipt

I have received a copy of this statement and have read all the attachments referred to in the text and understand the statement and the attachments.

Signature of Employee:

Date:

