

# Quorn Parish Council



## **CONTRACT OF EMPLOYMENT AND STATEMENT OF PARTICULARS OF EMPLOYMENT**

This statement is required to be served on you under the Employment Protection (Consolidation) Act 1978, as amended by the Trade Union Reform & Employment Rights Act 1993 and the Employment Rights Act 1996.

**Name of Employer: Quorn Parish Council of 64 Leicester Road, Quorn, Loughborough, Leicestershire LE12 8BB**

**Name of Employee: [EMPLOYEE NAME]**

**Date when employment began: [DATE]**

### **JOB TITLE**

You are employed in the service of this Council and your appointment is to the post of [JOB TITLE].

### **PROBATIONARY PERIOD**

The first six months of your employment will be a probationary period. We may bring your employment to an end during your probationary period at any time without notice in your first month of employment and one week's notice thereafter, which we can at our discretion pay in lieu. We may, at our discretion, extend the probationary period. During this probationary period we will carefully monitor your performance and suitability for your role.

### **PLACE OF WORK**

Your usual place of work will be the Parish Office, 64 Leicester Road, Quorn, Loughborough, Leicestershire LE12 8BB but we reserve the right to change this on a permanent basis upon reasonable notice to you.

Due to the nature of the Council's business you may be required to work at: any of the Council's current or future sites, clients or customers premises or at such other places on a temporary basis as we shall from time to time direct.

We will not require you to work outside the United Kingdom for a period of more than one month.

### **SALARY**

We will pay you £\_\_\_\_\_ per year [/month/week/day/hour] which corresponds with Local Council Pay Spinal Column Point [number]. We will pay you at monthly intervals directly into your bank on or around the 25th of the month.

### **DEDUCTIONS FROM REMUNERATION**

We may deduct from any payment we make to you and in particular from your final salary payment, any sums which you owe to us. This includes, without limitation, any overpayment, any sums you owe to us in respect of training courses, fees, etc. or where you are liable to reimburse us for loss or damage to our property.

## **DUTIES**

The duties of your post are set out in the job description attached which forms part of this contract. The job description may from time to time be amended by agreement between the Council and you to take account of changing legal requirements and the requirements of the Council.

Where any such changes result in a significant increase in your duties and responsibilities you will be entitled to ask the Council to review the salary grade of your post taking into account advice from any local authority employer or employee body, organisation or trade union.

## **TERMS AND CONDITIONS OF EMPLOYMENT**

Your terms and conditions of employment, except where specifically modified in this contract, are as set out in the National Agreement of the National Joint Council for Local Government Services which are contained in the Green Book, a copy of which is available to you at the Parish Office.

## **HOURS OF WORK**

Your hours of work are 37 per week (normally 8:30am until 1:00pm and 2:00pm to 5:00pm Mon – Thurs and 8:30pm to 1:00pm and 2:00pm to 4:30pm on Fridays) with time and a half off in lieu for unsociable/weekend hours.

## **CONTINUOUS AND PREVIOUS SERVICE**

Your period of continuous employment for statutory purposes began on [DATE].

If you have previous continuous service with an organisation covered by the Redundancy Payments Modification Orders (1984) (Local Government) (which covers local authorities and related bodies) this will be included in calculating your entitlement to:

- \* a redundancy payment
- \* sickness allowance
- \* annual leave
- \* notice period (at half rate)

With the exception of redundancy entitlement, the above will also apply if, prior to joining the Council, you were made redundant from an organisation covered by the above Orders within the last two years, or if you left such an organisation for maternity reasons within the last 8 years and have not been in permanent full-time paid employment since. The 8 year limit does not apply in the latter circumstances for the calculation of annual leave entitlement.

## **SICKNESS ALLOWANCE**

If you are absent from work on account of sickness or injury, you or someone on your behalf should inform the Council of the reason for your absence as soon as possible, but no later than the end of the working day on which the absence first occurs.

In respect of absence lasting up to seven calendar days, you are required to inform the Chairman and self-certificate your absence.

In respect of absence relating to illness lasting more than seven calendar days, you must provide a medical certificate stating the reason for the absence and thereafter provide a consecutive medical certificate to cover any subsequent period of absence.

You will be paid your agreed basic remuneration in line with the scale of payment for any one year that runs from 1 April to 31st March. The Council will be responsible for reclaiming the Statutory Sick Pay element from HM Revenue & Customs.

Entitlement to payment is subject to notification of absence and production of medical certificates as required above.

The Council operates the Statutory Sick Pay scheme and you are required to co-operate in the maintenance of necessary records. For the purposes of calculating your entitlement to Statutory Sick Pay 'qualifying days' are those days on which you are normally required to work. Payments made to you by the Council under its sick pay provisions in satisfaction of any other contractual entitlement will go towards discharging the Council's liability to make payment to you under the Statutory Sick Pay scheme.

The Council reserves the right to require you at any time to submit to a medical examination by a medical practitioner nominated by the Council, subject to the provisions of the Access to Medical Reports Act 1988 where applicable. Any costs associated with the examination will be met by the Council.

Whilst on absence due to sickness or incapacity you are not permitted to undertake any paid work for another employer or for any business established by you without express permission from the Council.

#### Scale of Payment

Subject to the above conditions of this scheme, when absent from duty owing to illness (which term is deemed to include injury or other incapability or disability) you will be entitled to receive an allowance in accordance with the following scale:

<b><u>Service not Exceeding</u></b>	<b><u>Full Pay</u></b>	<b><u>Half Pay</u></b>
4 months	1 month	Nil
1 year	1 month	2 months
2 years	2 months	2 months
3 years	4 months	4 months
4/5 years	5 months	5 months
Remainder	6 months	6 months

#### **LEAVE ENTITLEMENT**

The minimum annual leave entitlement for full time staff is 23 days per annum plus public holidays. The entitlement commences on the first day of employment. On the fifth anniversary of a member of staff joining, the leave entitlement increases by five days, to 28 days per annum. An employee who has completed 40 years' service is entitled to 30 days per annum (effective from 18th March 2005).

The leave year is from the 1st April to 31st March and you will normally be expected to take your leave in the year in which it occurs. During your first year and last year of service you will be entitled to annual leave proportionate to the number of completed months of service. Part month's service does not accrue leave entitlement.

If your employment commenced or terminates part way through the leave year, your holidays during that year will be assessed on a pro rata basis. Deductions from final salary due to you on termination of employment will be made in respect of any leave taken in excess of entitlement.

Holidays must be taken at times agreed with the Council. By mutual agreement no more than five days leave may be carried forward to the next leave year.

In the event that you fall sick during the period of your annual leave you will be regarded as being on sick leave from the date of your self or medical certificate and further annual leave will be suspended from that date.

## **PERIODS OF NOTICE**

The minimum period of notice you are entitled to **receive from** the Council is:-

Four weeks or more: 1 **week**

Two years or more, but less than 12 years continuous service - 1 week for each year of continuous employment

12 years or more continuous service - not less than 12 weeks notice

The minimum period of notice you are required to give to the Council to end your employment is 1 month.

**We reserve the right to bring your employment to an end immediately without notice by making a payment to you in lieu of the required notice.**

**Any payment in lieu will be equal to your basic salary and will not include any bonus or commission payments, or any payment in respect of benefits which you would have been entitled to receive during the period for which the payment in lieu is made.**

**We reserve the right to bring your employment to an end immediately without notice or payment in lieu of notice (a) in any case where you are found to be guilty of gross misconduct; (b) if you cease to be entitled to work in the United Kingdom.**

**We may require you to take (or not to take) any outstanding accrued holiday entitlement during your notice period.**

**Upon or within one month of termination of your employment you are required to surrender to the Council any documents or materials that you have been holding on behalf of the Council.**

## **GARDEN LEAVE**

**We reserve the right to require you to remain away from work during the notice period.**

**Where we require you to remain away from work during the notice period (whether the employee or the Council gave notice) you are required to comply with all other terms of this contract and any other conditions laid down by the Council. Whilst on full pay, you will not be permitted to work for any other person, council, Council, corporate body or on his/her own behalf, without the Council's prior written permission.**

## **PENSION/RETIREMENT**

**If you are eligible, we will automatically enrol you into the Council's workplace pension scheme after you have been employed by us for three months. Within a month of being enrolled in the scheme, you can send an opt-out form if you do not wish to be in the Scheme. If you do not opt out, we will deduct your contributions to the pension scheme from what we pay you. Current details of the Scheme and your rights relating to it, and of your and our contributions, will be provided to you separately.**

## **INSURANCE**

### **(a) Personal Accident and Assault**

**As a responsible employer the Council is anxious to minimise the risk to its employees of personal accident or assault whilst performing their duties. The Council will therefore insure you against death or permanent disablement arising from and in the course of your duties.**

### **(b) Fidelity Guarantee**

For the purposes of securing the Council against the loss of money or other property under your control or in accordance with the requirements of legislation for the time being in force the Council will maintain adequate insurance to cover any such losses.

### **GRIEVANCE PROCEDURE**

You may apply in writing to the Chairman of the Council for redress of any grievance relating to your employment or if you are dissatisfied with any disciplinary decision relating to yourself and the Chairman shall report any such application to a duly convened meeting of the Council.

The matter shall be discussed and resolved by the Council after giving you the opportunity, if you so wish, to explain either personally or by a trade union or other representative present with you, your application orally to the meeting. The Council shall consider any such application in the absence of the public and press and the procedure shall be in accordance with the current ACAS code of practice relating to discipline at work.

If you are dissatisfied with the Council's decision and if any part of the matter brought before the Council under this clause concerns the interpretation of any of the clauses herein that part of the dispute shall be referred in writing jointly to the National Association of Local Councils and the Society of Local Council Clerks and their joint decision shall be binding upon the Council and you.

### **DISCIPLINARY RULES**

Before any disciplinary action of any kind is taken against you by the Council, written notice giving details of the matter, signed by the Chairman and authorised by the Council, shall be given to you.

You, together with a trade union or other representative, if so desired, will be given a full opportunity to answer the complaint at a meeting of the Council convened for that purpose held in the absence of the public and press. The procedure shall be in accordance with the current ACAS code of practice relating to discipline at work.

**Signed on behalf of the Council by the Chairman**

**Date**

**Signed by the Employee**

**Date**