



6. We will pay you £ per year which corresponds with Local Council Pay Spinal Column Point [number]. We will pay you at monthly intervals directly into your bank account on or around the last Thursday of every month.

### **Normal Place of Work**

7. Your normal place of work is Town Hall, High Street, Stonehouse, Gloucestershire GL10 2NG, 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.

You may also in the performance of your duties be required to travel from your normal place of employment to anywhere within the United Kingdom [~~or overseas~~].

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

### **Normal Hours of Work**

8. Your normal hours of work will be [eg. Monday to Friday, 9.00 a.m. to 5.30 p.m.].

You are entitled to an unpaid break of 30 minutes.

It is recognised that due to the nature of the Council's business, your working hours will not necessarily coincide with those normal hours. We reserve the right to vary your hours of work (and to vary your pay accordingly), on a temporary or permanent basis, as necessary to meet its business requirements which may include: amending shift patterns and/ or introducing new shift patterns, which could include weekend/ evening working and/or reducing hours of work. You may also be required to work such additional hours (including weekends and bank/public holidays) as may be necessary for the proper performance of your duties.

### **Overtime**

9. ~~We may require you to work additional hours (overtime) on a temporary or regular basis.~~

#### For staff below LC2 pay scale

{If you are required to work additional hours servicing the Council and its committees or external events you may take time of in lieu at a time agreed between you and the Council or you will be paid at your normal NJC rate for those hours}

OR

For staff on or above LC2 payscale

[If you are required to work more than your normal working hours servicing the Council and its committees or external events, you may take time off in lieu at a time agreed between you and the Council.-]

All overtime that you carry out must be expressly approved in advance by the Clerk failing which you will not be paid for any work that you do in addition to your normal hours of work.

By accepting this contract of employment, you agree that your working time, including overtime, may exceed an average of 48 hours for each seven days in any period of 17 weeks. You may at any time give us three months' notice in writing to bring this clause to an end.

## **Holiday**

---

10. Your holiday entitlement is ~~24~~5 days per annum - which includes 2 statutory leave days - plus the normal bank/public holidays. ~~Your annual leave entitlement increases, in recognition of length of service to 25 days after five years continuous service. In addition to the above you are entitled to 2 statutory leave days to be taken as determined by the Council.~~ All entitlements are pro rata for part time employees

Our holiday year runs from 1<sup>st</sup> April to 31<sup>st</sup> March.

Our rules for booking holiday are in the Employee Handbook. You will only be permitted to take holiday where you have asked for and received prior authorisation according to our rules.

We will pay you your normal salary. If your employment ends during the holiday year, we will calculate your holiday entitlement up to that date on the basis of 1/12<sup>th</sup> of your annual entitlement for each complete month worked. Upon termination of your employment you will be entitled to pay in lieu of any holiday accrued in your last holiday year but not taken. If you have taken holidays in excess of entitlement we shall be entitled to deduct the excess pay from your final salary payment.

## **Sick Pay**

---

11. If you are unable to attend work because of sickness or injury, we offer Contractual Council Sick Pay and will pay you:

Your entitlement to sickness allowance is:

|                       |          |          |
|-----------------------|----------|----------|
| Service not exceeding | Full Pay | Half Pay |
|-----------------------|----------|----------|

|               |          |          |
|---------------|----------|----------|
| 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 |
| After 5 years | 6 months | 6 months |

For these purposes, we will add up all absences due to sickness or injury in the 12 months before your current absence.

In order to be eligible to receive Contractual Sick Pay you must fully comply with our rules and procedures in relation to notifying us that you will be absent because of sickness or injury. These rules and the full procedure to follow are detailed in the Employee Handbook. If you fail to comply with these rules, we reserve the right to pay you only Statutory Sick Pay for your period of absence.

Any Contractual Sick Pay you receive is deemed inclusive of any Statutory Sick Pay entitlement.

You agree to consent to a medical examination (at our expense) by a doctor we nominate should we require. You agree that any report produced in connection with any such examination may be disclosed to us and we may discuss the contents of the report with the relevant doctor.

If a period of absence is, or appears to have been caused by negligence or other action by a third party in respect of which you may be able to recover compensation, you must immediately notify us and provide such further information and cooperation in relation to any legal proceedings as we may reasonably require. Any Contractual sick pay we pay to you in respect of that period (except SSP) shall be repayable on demand, provided that the amount to be repaid shall not exceed any compensation you recover for loss of earnings less any costs you incur in connection with such recovery.

## **Pension**

---

12. The Council is a member of the ~~Local Government~~ NEST Pension Scheme, which operates a contributory pension.

If you are eligible, we will automatically enrol you into the Local Government 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.

### **Termination of Employment/ Contractual Notice**

13. Following completion of your probationary period we may bring your employment to an end by giving you written notice as follows:

| Length of Continuous Service           | Notice Requirement |
|--|--------------------|
| Less than 5 years                      | 4 weeks            |
| 5 years or more but less than 12 years | 1 week per year    |
| 12 years or more                       | 12 weeks           |

You may bring your employment to an end by giving us not less than one week's notice in writing during your probationary period and thereafter, [one month's notice] ([other staff](#)) OR [two month's notice ([Town Clerk](#))].

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.

## **Disciplinary and Grievances**

---

14. Our current disciplinary rules and the disciplinary and grievance procedures which apply to your employment are contained in the Employee Handbook. These procedures do not form part of your contract of employment and we may amend them from time to time at our discretion.

If you wish to appeal against a disciplinary decision you may apply in writing to the Chair of the HR Sub-Committee in accordance with our disciplinary procedure.

If you wish to raise a grievance, you may apply in writing to your manager in accordance with our grievance procedure.

We reserve the right to suspend you (with the continued payment of your salary and any other contractual benefits) pending any investigation into any potential dishonesty, gross misconduct or other circumstances which might lead to dismissal for such period as we think fit.

## **Outside Interests**

---

15. During your employment, unless you have our prior written permission, you must not be involved in any business or activity which in our reasonable opinion affects your ability to devote the whole of your time and attention during working hours to our business or conflicts with the interests of or causes damage to our goodwill. You must give us full details of your involvement in outside employment or business. We will treat failure to do so as a disciplinary matter and dealt with accordingly.

## **Deductions from Remuneration**

---

16. 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.

## **Collective Agreement**

---

17. The National Agreement on Pay and Conditions of Service of the National Joint Council (NJC) for Local Government Services (the Green Book) applies to your employment unless otherwise amended by this contract.

## **Confidentiality**

---

18. For the purposes of this contract "Confidential Information" is defined as information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the services, affairs and finances of the Council for the time being confidential to the Council and trade secrets including, without limitation, technical data and know-how relating to the business of the Council or its business contacts, including in particular (by way of illustration only and without limitation) designs, performance data, commercial plans and third party confidential information.

You acknowledge that in the course of your employment you will have access to Confidential Information. You therefore agree to accept the following restrictions contained in this clause.

You shall not (except in the proper course of your duties), either during the employment, or at any time after its termination (however arising), use or disclose to any person, Council or other organisation whatsoever (and shall use your best endeavours to prevent the publication or disclosure of) any Confidential Information. This shall not apply to:

- (a) any use or disclosure authorised by the us (The Council), or required by law;
- (b) any information which is already in, or comes into, the public domain other than through the Employee's unauthorised disclosure; or
- (c) any protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

### **Variation of Terms**

19. We reserve the right to make reasonable changes to any of your terms and conditions of employment, including following a relevant transfer under the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended.

You will be informed of any such changes in writing, the changes taking effect from the date of the notice. Significant changes to your contract of employment will be notified to you not less than one month in advance.

---

### **Miscellaneous**

20. This agreement will be governed and construed with the laws of England and Wales
- 

**AGREEMENT**

I acknowledge receipt of this contract and understand and accept the terms and conditions of employment contained within it.

Signed \_\_\_\_\_ (You)

Dated \_\_\_\_\_

Signed on behalf of Stonehouse Town Council

\_\_\_\_\_

Dated \_\_\_\_\_