



## CONTRACT OF EMPLOYMENT

### **Parties to Contract**

1. This contract of employment is made between:

Frodsham Town Council of Castle Park House, Castle Park, Frodsham, WA6 6SB  
(referred to in this contract as "We")

and

\_\_\_\_\_ of \_\_\_\_\_ (referred to in this contract as "You").

### **Employment Dates**

2. Your employment under this contract [begins /began] on \_\_\_\_\_.
3. Your period of continuous employment for statutory purposes [begins/began] on  
\_\_\_\_\_.

For the purposes of entitlements to annual leave, sick pay arrangements, and maternity arrangements, continuous service includes continuous previous service with any public authority to which the Redundancy Payments (Continuity of Employment in Local Government etc.) (Modification) Order 1999 applies.

### **Probationary Period**

4. The first 3 months of your employment will be a probationary period. We may bring your employment to an end during your probationary period at any time by giving you one week's written notice or by making a payment 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.

### **Job Title**

5. The title of your job is \_\_\_\_\_.

### **Remuneration**

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 15<sup>th</sup> of each month.

Subject to satisfactory performance, you will progress automatically through the range ..... by annually increments until you reach the maximum salary in the range. Your first increment will be payable on the 1st April ..... (year) and thereafter on the 1st April each year until you reach the maximum of the scale. The Council may withhold an increment if it is considered that performance fell below the level expected, following an annual appraisal, or award an additional increment for exemplary performance if it chooses to do so.

[One salary point will be added to your salary, up to the maximum of four points, for success in obtaining or already holding any of the following relevant qualifications.

- The Certificate in Local Council Administration
- Certificate of Higher Education in Community Engagement and Governance – Level 1 or equivalent qualification previously awarded by the University of Gloucestershire.
- The Diploma in Higher Education in Community Engagement and Governance or equivalent qualification previously awarded by the University of Gloucestershire.
- BA Hons Degree in Community Engagement and Governance or equivalent qualification previously awarded by the University of Gloucestershire.]

#### **Normal Place of Work**

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7. Your normal place of work is Castle Park House, Castle Park, Frodsham, WA6 6SB 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**

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8. [Your normal contractual hours of work are [NUMBER] hours a week to be worked [eg. Monday to Friday 9.00am – 5.30pm]

OR

[Your normal contractual hours of work are [NUMBER] hours a week. These hours will be organised according to a rota system covering [eg. Monday to Sunday 6.00am – 10.00pm] which will be published one week in advance. Due to the nature of your duties unsociable hours, weekends and bank holidays are considered to be normal hours of work and you will be required to work at these times.]

OR

[You are required to work [NUMBER] hours per week, at times to suit the needs of the Council's business between the hours of [eg. Monday to Saturday 8.00am to 6.00pm].

[You are required to work flexibly and will at times be required to work unsociable hours including [evenings, nights, weekends, bank holidays]

You are entitled to an unpaid break of [NUMBER] minutes, to be taken at a time agreed with your manager.

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

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

If you are required to work additional 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

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10. Your holiday entitlement is 21 days per annum 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> January to 31<sup>st</sup> December.

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 may require you to take holiday on specific days which we shall notify to you in advance.

You are required to reserve sufficient days to cover any shut down period between Christmas and New Year. You will be informed of the amount of days you may be required to reserve as far in advance as possible.

We will pay you your normal salary for holidays. 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

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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:

<b>Service not exceeding</b>	<b>Full Pay</b>	<b>Half Pay</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
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.

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**

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

### **Maternity/Paternity/Adoption/ Shared Parental Leave and Pay**

13. You may be entitled to maternity/paternity/adoption/shared parental leave and pay in accordance with the current Green Book provisions.

### **Training**

14. [It is a specific contractual requirement that you attend [SPECIFY TRAINING] which the Council will pay for. [Further details of this training are set out in Schedule 1 to this Contract.] Office based supervisions and training sessions will take place during normal office hours. Should you fail to keep your training up to date or attend scheduled training sessions you may be subject to disciplinary action.]

AND/OR

[you are required to complete [SPECIFY TRAINING] at your own expense [and outside your working hours.] [Further details of this training are set out in Schedule 1 to this Contract.]

AND/OR

[You are entitled to take part in various training courses which we may provide from time to time in-house and/or externally. Specific details of what courses might be available from time to time [are set out in Schedule [1][2] attached to this Contract OR can be found on the [intranet] OR will be provided to you within two months of the start date of your employment]. You should speak to your manager in the first instance if you would like to take a course.]

OR

[Currently there is no specific training required for the role and we do not offer any training courses].

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

17. 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	1 month
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.

We reserve the right to bring your employment to an end immediately without notice and make 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**

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19. 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 \_\_\_\_\_ in accordance with our disciplinary procedure.

If you wish to raise a grievance, you may apply in writing to \_\_\_\_\_ 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**

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20. 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**

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21. 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**

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23. 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**

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25. 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.

### **[Injury or Assault]**

26. [In the event of injury or assault at work, or on an Official Duty, leading to incapacity or death, any insurance payments will be made to the nominated next of kin.]

### **[Death in Service]**

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27. In the event of your death in service any salary, pension or gratuities due to you will be paid to your nominated next of kin.]

### **Appraisal**

28. You will receive an annual appraisal.

### **Variation of Terms**

28. 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.

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### **Miscellaneous**

29. This agreement will be governed and construed with the laws of England and Wales
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### **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 Frodsham Town Council

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Dated \_\_\_\_\_