

COUNCIL LOGO OR LETTERHEAD

PRINCIPAL STATEMENT OF WRITTEN PARTICULARS OF TERMS OF EMPLOYMENT

This Statement sets out the particulars of various terms and conditions of this temporary fixed term employment which (enter Council name) is required to give you in accordance with the Employment Rights Act 1996. The Statement should be read in conjunction with all other documents to which reference is made which together with any letter of offer of employment form your contract of employment.

1. **Name and Address of Employer** (enter Council name and full address)

2. **Name and Address of Employee** (enter employee full name and address)

3. Job Title and Description

3.1 You are employed as temporary (enter job title).

3.2 As a term of employment your duties are generally in accordance with the attached job description.

OR

3.2 You are responsible to the [enter job title] and your main tasks and responsibilities will be as follows:-

- to [enter details]
- to
- to
- to
- to (etc).

3.3 In general you are expected to work flexibly and can be required by the Parish Clerk to undertake such duties commensurate with the job title, purpose and pay level as may be reasonably required of you subject to the Working Time Regulations.

4. Commencement and Duration

4.1 This appointment is for a fixed term only and commences on [enter start date] and will end on [enter end date].

4.2 Your last day of employment unless the term is otherwise lawfully terminated in accordance with the terms of this contract at any time during the term will therefore be **[enter end date]**.

4.3 Whilst there is no guarantee of further employment the possibility of the employment being renewed will be reviewed and discussed with you **at least one month** before the expiry of this contract.

4.4 Temporary employment will not be run continuously for more than twelve months by virtue of one or more contracts.

5. Continuous Employment

5.1 Your continuous employment (taking into account any service with this Council or with a previous employer which counts) began on **[enter start date or if continuous the original start date]**.

6. Reason for Employment

6.1 This employment is being made on a temporary fixed term basis for the reasons discussed with you namely that **(enter brief detail of reason for temporary employment e.g. maternity cover, specific tasks, temporary workload etc)**.

7. Place of Work

7.1 The principal address of the Council and the office from which your work is managed is **(enter full address)**.

7.2 Your normal place(s) of work will be **(enter location(s))** but you will need to be flexible about your place of work and will be required to work at any Council site as instructed by the **Parish Clerk**.

8. Probationary Service

8.1 Confirmation of your appointment will be subject to the satisfactory completion of a period of probationary service of **one week**. You will be advised formally when you have successfully completed your probationary service at the end of the probationary period unless the Council advises you otherwise or your probationary period is being extended after discussion of the matter with you.

9. Pay

9.1 Your **wage/salary** on commencement is **£xxxxxx** per **hour/month**.

10. Pay Method and Frequency

10.1 Pay is **four weekly in arrears** and paid by BACS direct credit transfer to a bank or building society of your choice. Details of your gross and net earnings and deductions made are set out on your payslip.

11. Other Allowances or Benefits

11.1 No other contractual bonus, commission, other additional allowances, shift payments or other remuneration or expenses are applicable to your employment.

12. Deductions from Pay

12.1 The Council reserves the right in its absolute discretion to deduct from your pay on termination or during your employment any sums which you may owe the Council including excess entitlement on holiday pay, sick pay or expenditure claimed, any other excess payment made to you in error by the Council, any money you request in writing to be deducted or to cover the cost of any Council equipment or materials misplaced or damaged due to your negligence.

12.2 The Council also has the right to deduct a day's pay for each day of unauthorised absence (including leaving employment without notice or during your notice period without the Council's permission).

13. Hours of Work

13.1 Your normal working week is (enter total number of hours e.g. 35 per week).

13.2 Your normal working hours and days of work are as agreed with the Parish Clerk to cover the duties laid out in the job description namely (enter days e.g. Monday to Friday and times of work each day).

13.3 An unpaid meal break is provided on each working day of 1 hour dependent on the hours worked, the timing of which is to be agreed with the Parish Clerk and taken on a flexible basis to suit the Council's operational needs plus short paid breaks, when convenient, each morning and afternoon.

14. Overtime

14.1 You may be requested to work additional overtime hours on occasions due to operational needs. The Council will endeavour to give you reasonable notice but it is a term of your employment therefore that you comply with such reasonable requests to undertake such additional hours.

14.2 Authorised overtime will be paid at the following rates:-

- (enter rates for weekday and weekend overtime working).

15. Working Time Regulations

15.1 The Council conforms to the relevant terms, including statutory unpaid rest breaks, of the Working Time Regulations which may change from time to time. The Regulations specify that you should not work more than an average of 48 hours per week in any 17 week period unless otherwise agreed with you and a valid opt-out agreement signed with the Council.

16. Time Recording

16.1 You must use any time recording procedures the Council may have or introduce in order to record your actual hours at work.

17. Holiday Entitlement and Pay

17.1 There is no qualifying period before you are entitled to paid annual leave and your holiday entitlement is calculated from your start date.

17.2 Your basic annual leave entitlement is pro rata **28 working days** per annum including bank and public holidays. Holiday entitlement for part-time employees including bank and public holidays is calculated on a proportionate basis by reference to the total working week. Holidays are required to be taken within the period of employment.

17.3 Your entitlement will be calculated at the rate of 1/12th (1.66) for each completed calendar month of service. You will not normally be permitted to take more annual leave than you have actually accrued at the time the holiday is taken.

17.4 You will be paid at your normal pay rate for all authorised absence on annual leave.

17.5 Annual leave must be booked in advance with **the Parish Clerk**, giving as much notice as possible, usually a minimum of five (5) working days, in order that time is given to place additional staff on the relevant site to cover the absence.

17.6 On the termination of your employment, you will be entitled to be paid for any accrued annual leave entitlement that has not been taken by the date of termination. If, on the date of termination of your employment, you have taken more annual leave than you have accrued, you will be required to reimburse the Council in respect of such unearned annual leave. The Council shall be entitled to deduct the value of the unearned annual leave from any final payment of salary accruing.

18. Other Time Off

18.1 The Council will allow reasonable time off and other associated rights to comply with any statutory entitlements subject, where required, you satisfying any service and/or notification requirements. Notification and/or applications in accordance with the statutory obligations for such leave must be made to **the Parish Clerk**.

18.2 You should arrange personal appointments e.g. doctor, dentist etc whenever possible in your own time. Leave on compassionate grounds is at the discretion of your Line Manager.

19. Sickness Absence and Sick Pay

19.1 Occupational Sick Pay

19.1.1 Subject to the 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 occupational sick pay in accordance with the NJC Scheme of Pay and Conditions of Service.

19.2 Statutory Sick Pay

19.2.1 The terms of the Statutory Sick Pay (SSP) Scheme apply to your employment. SSP is payable in accordance with the rules of the Scheme. The SSP Qualifying Days for your employment are those days upon which you normally work (the first three QD's are waiting days and will be disregarded when assessing entitlement to SSP).

19.3 Notification and Certification of Sickness Absence

19.3.1 You must comply with the Council's rules for the notification and certification

of sickness absence. Failure to do so without due cause will render you liable to disciplinary action and bar you from payment of sick pay.

19.3.2 If unable to come to work due to sickness or injury you must notify **the Parish Clerk** at the earliest possible time and no later than **(enter time)** on the first day of sickness absence. If you cannot do this personally you must arrange for someone else to do this for you.

19.3.3 Absence due to sickness for more than 7 days must be covered by a Statement of Fitness for Work and on return to work you may be interviewed and will be required to complete a Self-Certificate Form provided by **the Parish Clerk**.

19.3.4 If the first day of absence occurs on a day on which you are not normally required to work you must make it clear whether or not the incapacity would have prevented you working on that day.

19.4 Further Matters

19.4.1 On infrequent occasions, when you may be sick, absent or there is an urgent matter requiring the Council to contact you, you agree that the Council may call you briefly on your home telephone or your personal mobile telephone number or e-mail you.

19.4.2 If you abuse this sickness scheme, sick pay may be suspended and/or the matter may be dealt with under the Disciplinary Procedure.

20. Pension (Also include reference to any alternative or other pension arrangements in force)

20.1 If the employment lasts for more than three months you may also become a member of the Local Government Pension Scheme which operates a contributory pension scheme which you are entitled to join, subject to the conditions of the scheme. Full details are available from **the Parish Clerk**.

21. Collective Agreements

21.1 Your general terms of employment are governed by the National Agreement on Pay and Conditions of Service of the National Joint Council (the NJC) for Local Government Services (known as the "Green Book") save as amended by this contract or relevant to this part time and fixed term employment. A copy of the Agreement is available from the Parish Clerk.

22. Requirement to Work Outside the UK

22.1 There is no requirement for you to work on-site outside the United Kingdom for periods in this employment.

23. Smoking

23.1 The Council operates a no-smoking policy and you are prohibited from smoking within our premises or vehicles or on client premises whilst at work.

24. Legal Right to Work in UK

24.1 You will be required prior to commencement or may at any time during your employment be required to produce proof of your identity and sight of the relevant original documents confirming your right to work in UK and to meet your legal obligations in this regard.

If any of these is not produced or satisfactory the employment offer will be withdrawn or the employment terminated with immediate effect.

25. CRB Check (If Applicable)

25.1 Due to the nature of some of the sites at which we work and the potential interaction with children on occasions the employment is subject to and conditional upon receipt of a satisfactory CRB disclosure.

26. Other Employment

26.1 You must devote the whole of your time, attention and abilities during your hours of work for the Council to your duties for the Council. You must not under any circumstances, whether directly or indirectly, undertake other duties of whatever kind during your hours of work for the Council.

26.2 You may not without the express written consent of the (enter job title or the Council) engage, whether directly or indirectly, paid or unpaid, in any business or employment which is similar or in any way connected to or competitive with the business of the Council or which could or might reasonably be considered by others to conflict with or impair your ability to act at all times in the best interests of the Council outside of your hours of work for the Council. You must advise the Parish Clerk if you wish to work for another employer or carry out work on any other basis during your employment.

26.3 Whilst you must seek permission from the Council to undertake such work permission will not be reasonably refused.

27. Dress and Appearance

27.1 You are required to wear the Council uniform provided whilst at work or at all working times. Under no circumstances is our uniform to be used to gain access to venues, building sites or private dwellings out of working hours or to be lent to any other person to wear or keep. The Council provides the uniform free of charge but you must ensure that it is kept clean and presentable to help protect the Council's image and reputation.

27.2 You are required to maintain personal hygiene at all times whilst engaged on Council duties so as to maintain the Council's professional standing.

27.3 The Council also provides free of charge relevant protective clothing or equipment which must be worn/used at work as instructed and subject to your taking reasonable care of them. Failure to do so may render you liable for disciplinary action.

28. Right to Search

28.1 On entering or leaving our premises your property (including any vehicle, packages, containers or bags in your possession) may be searched. Selection for such a search does not imply any suspicion of theft or wrongdoing.

29. Disciplinary Rules and Procedure

29.1 You are required to comply with the Council's non-contractual disciplinary rules and procedure, whether verbal or written, which are contained in the non-**contractual Disciplinary Procedure** and which are available from **the Parish Clerk**.

29.2 If you breach a disciplinary rule or Council requirement you will render yourself liable to disciplinary action under the Council's Disciplinary Procedure including summary dismissal in the event of gross misconduct. The Council's Disciplinary Procedure also 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 appeal.

29.3 Nothing in the Procedure is intended to remove the right of **your Supervisor or the Parish Clerk** to advise you informally if it is believed that you have committed a minor infringement of the established standards of conduct or performance.

30. Grievance Procedure

30.1 If you have a grievance relating to your employment, you should raise it in the first instance normally with **your Supervisor or the Parish Clerk** or, if the grievance concerns **the Parish Clerk** the Chair of the Council, and may pursue it in accordance with the non-contractual Grievance Procedures which are available from **the Parish Clerk**. The Grievance Procedure applies to all employees and explains the further stages available to you if dissatisfied with the outcome of your initial application. Nothing in this Procedure prevents you discussing a grievance or general concern informally with your Line Manager as appropriate.

31. Capability Procedure

31.1 If your capability or performance is considered to be inadequate, management will follow a procedure which is separate from the Disciplinary Procedure and which is aimed at encouraging you to improve to an acceptable standard.

32. Notice and Termination of Employment

32.1 No notice by either side is required during the first month of employment but after this period the minimum period of notice of termination of your employment you are required to give in writing is one **week**.

32.2 Unless your employment is terminated on grounds of gross misconduct when summary dismissal will apply, you are entitled to receive one **week's** notice in writing to terminate your employment after one month's service.

32.3 On termination of your employment (by you or the Council) the Council may:-

- require you to work throughout your notice period, or
- require you to stay away from your place of work throughout your notice period (on "garden leave"), or
- terminate your contract without notice and make a payment in lieu of notice to compensate you.

32.4 On termination of your employment by either side, you must return to the Council anything in your possession or control which is the property of the Council or has been obtained from being employed by the Council.

33. Equal Opportunities

33.1 The Council aims to provide equality of opportunity and access to employment and our services and as an equal opportunity employer recognises that a number of groups can be disadvantaged on grounds of a protected characteristic under the Equality Act 2010 (age, disability, gender reassignment, marriage & civil partnership, pregnancy & maternity, race, religion or belief, sex, sexual orientation). No employee (full or part time), job applicant or client will receive less favourable treatment on these grounds or be disadvantaged by conditions or requirements that cannot be shown to be justifiable or are irrelevant to the job. The Disciplinary Procedure will be used in the case of a breach of this Policy.

34. Computer Use

34.1 The Council has established a contractual Computer Use Policy with regard to the computer, e-mail and internet use of the Company's computers and electronic material created, sent, received or stored either via the Internet or the Council's internal networks by employees. Electronic material includes e-mails, or any material that can be downloaded via the Internet or sent across the Company's computer network. The Computer Use Policy on is available from the **Parish Clerk**.

35. Health and Safety

35.1 The Council's Health and Safety Policy is available from the **Parish Clerk**. You should read and abide by the Council's policy and your active co-operation is a requirement of your employment with the Council.

35.2 You must take reasonable care for your own safety and for the other people who may be affected by your acts or omissions, co-operate fully with the Council's health and safety arrangements, rules, procedures and work methods applicable to your employment. Appropriate instruction and training will be provided and any protective clothing and equipment provided by the Council must be worn or used as instructed and subject to a reasonable standard of care at all times.

36. Confidentiality and Fidelity

36.1 You must not disclose, use for any purpose whatsoever or copy any confidential information relating to the business affairs of the Council or obtained as part of this employment.

37. Changes to Terms of Employment

37.1 Where changes to the terms and conditions of your employment set out in this Principal Statement and/or any annexes hereto occur by agreement with you or otherwise, in accordance with any term providing for such changes to be made, you will be informed in writing.

38. Data Protection

38.1 For administrative purposes, it is necessary for the Council to hold and process personal data on its employees. The data will be held for the duration of your

employment or for any longer period to enable the Council to answer any question relating to you as an employee. Every care is taken to ensure that this personal data is held in confidence and secrecy. You have the right to inspect, review and, if necessary, update your personal details. Normally you will be able to inspect your file within two working days of this request. If your personal circumstances change at any time you should inform **the Parish Clerk** accordingly. This will ensure that the information remains accurate.

38.2 For the purposes of the Data Protection Act 1998 you consent to the processing of all or any personal data (in manual, electronic or any other form) relevant to this Agreement, by the Council and/or any agent or third party nominated by the Council and bound by a duty of confidentiality. Processing includes but is not limited to obtaining, recording, using and holding data and includes the transfer of data to any country either inside or outside the EEA.

39. Other Conditions

39.1 Any conditions of employment specified in your letter of appointment and any documents accompanying it or otherwise sent to you by the Council in connection with your appointment and which are not included in this Statement are deemed to be part of your terms and conditions of employment unless otherwise stated.

Signed: _____ Date: **(Enter date)**

Enter name
Enter job title
on behalf of (enter Name of Council)

Acknowledgement of Receipt and Acceptance

I acknowledge receipt of a copy of this Principal Statement of Particulars of Employment and have had the opportunity to discuss or question it with the Parish Clerk.

I accept the offer of employment with **(enter Council name)** Council on the terms and conditions set out above and as explained in the covering letter.

I confirm that I am not prevented by previous employment terms and conditions, or in any other way, from entering into employment with the Council or performing any of the duties of the post.

I confirm my agreement that the above terms and conditions, which are set out as required under the Employment Rights Act 1996, constitute my contract of employment with **(enter Council name)** Council for the period set out in Clause 4 above.

Employee Signature: _____ Date: _____

Enter name

Enclosure: Job description

Model