

TEMPLATE AND MODEL CONTRACTS OF EMPLOYMENT FOR LOCAL COUNCILS – GUIDANCE NOTE

INTRODUCTION

The template and model contracts of employment and associated guidance has been drafted for NALC by WorkNest HR. It is intended as a guide to be adapted to each council's circumstances and is not intended to provide legal advice. If councils require legal advice, they can contact their county association or One Voice Wales (OVW). If councils require HR advice they can also contact their county association or OVW. We strongly recommend that HR advice is sought by councils in drawing up a contract of employment. Clerks are advised to contact the SLCC for advice. Depending on the nature of the advice needed the council may need to engage their own advisers. WorkNest provides employment support to town and parish councils on a range of employment matters and councils can engage them directly for further support.

Terms and conditions

NALC recommends councils to offer enhanced terms that align with the best practice within the Local Government sector. This best practice is defined by the Green Book terms and conditions.

Councils have the option to state in the contract of employment that all terms and conditions will match the Green Book and so those terms may change as part of national bargaining and the council is bound to adopt any future changes. Or councils can choose to mirror the terms in their contracts of employment whilst retaining local discretion over those terms. This template has been written to support councils to do the latter. If the council wishes to sign up to Green Book terms and conditions they should be fully aware of all the terms contained therein and will need to pay a subscription to access that information. Councils can access further information on the Green Book at <https://www.local.gov.uk/local-government-terms-and-conditions-green-book>

NALC has produced two templates for local councils to use. One template provides councils a contract with the Green Book terms already reflected in the relevant sections. The other has information on all options available to the council from statutory minimums to the recommended Green Book terms.

The National Joint Council for Local Government Services National Agreement on Pay and Conditions or 'Green Book' terms and conditions are agreed nationally and any changes (such as pay) should be automatically applied to council staff if their contract incorporates Green Book terms. In other words, the salary of a clerk on Green Book terms must be increased in accordance with nationally agreed terms. Green Book terms provide entitlements that are in excess of those set as statutory minimum under employment legislation.

If a council decides to offer enhanced terms and conditions for some staff but not others, care must be taken to ensure the differentiation is not unlawfully discriminatory. It would be unlawfully discriminatory if such a decision favoured one group of staff over another, where that group of staff is protected against unfavourable treatment by the Equality Act. For example, if the pay and benefits for men were better than the pay and benefits for women doing comparable work.

This template contract can be used for any council employee. It is a basic template that may require specific adaptation to ensure the council's interests are protected.

A Council must check that job applicants have the right to work in the UK before it can employ them. It is best practice to obtain the appropriate evidence at the interview stage. See [Gov.Uk](https://www.gov.uk) for more information.

Managers

Recognising that Councils are of varying sizes, where the term manager is used it is recognised this could be the clerk, chief officer, another employee of the council, full council or the staffing committee depending on the situation.

It is good practice to have a clearly identified person who is the responsible 'line manager' or equivalent contact for an employee so that there is clarity on who the employee should report concerns to, who they notify if they are sick or to request leave etc. More often for council employees this may be the clerk/chief officer, and for the clerk this could be the staffing/personnel committee who may nominate a key contact such as the chair for daily matters (such a leave approval/reporting sickness) that cannot wait for a meeting, but can be ratified retrospectively. It is NALCs recommendation that a local council appoints a staffing committee to be responsible for staffing, employment and HR matters.

GUIDANCE NOTES:

Dated:

Since 6 April 2020, a written statement needs to be provided on or before the first day of employment. Best practice is to issue the statement with the formal offer before the start date so that any queries or misunderstanding about the employment terms can be addressed before employment begins.

There is no need to issue new statements to existing staff because of the April 2020 requirements unless requested. The date the document is issued should be noted in the document and being at the front helps to identify the latest set of terms.

Contractual or non-contractual policies

A Council's policies may be contractual or non-contractual. Councils can make amendments to policies more easily if they are non-contractual. Changes to contractual policies can only be made following formal negotiation and/or consultation. Formal negotiation and/or consultation is required to change the status of policies from contractual to non-contractual.

The key terms of employment (such as the number of days holiday or paid sick leave) for a member of staff cannot be unilaterally changed by the Council even if the policy is non-contractual.

Clause 1 DATE AND DURATION OF EMPLOYMENT

The standard contract assumes the appointment is a permanent post. If the employment is for a fixed term, then the following paragraph should replace clause 1. From April 2020, it is a requirement that for fixed term employees, the contract includes the expected length or end date.

Clause 2 CONTINUOUS SERVICE

The date of continuous service determines when an employee qualifies for many statutory employment rights. The contract must specify the date on which the employee's period of continuous employment began. A period of continuous employment begins on the day on which the employee originally started work with the council, even if they have changed job (as long as there has not been a break in service).

The Redundancy Payments (Continuity of Employment in Local Government etc) (Modification) Order 1999 provides that continuous service within local government (and other bodies listed in the Order) shall be taken into account in respect of entitlement to, and calculation of a redundancy payment.

Also, when staff move from one local authority to another, under Green Book terms, entitlements to annual leave, sick pay and the occupational maternity scheme "follows" employees from one authority to another if there is no break in service. In other words, for the purposes of calculating statutory redundancy payments, occupational sick pay, occupational maternity pay, and annual leave, an individual's continuous service date will be calculated in accordance with the Redundancy Modifications Order (Local Government) 1983 (as amended). For all other purposes your continuous service date will be your start date and no other service will count as continuous service.

Determining whether previous employment counts as continuous service can be complicated. These notes are not intended to contain definitive legal advice. If councils require legal advice, they can contact their county association or OVW. For further information see <https://www.gov.uk/continuous-employment-what-it-is>.

Clause 4 DUTIES

A job description (JD) and person specification should be provided to all candidates during the recruitment process. A dated JD should be given to the new employee as part of induction with a copy kept on the employee's file.

The council can decide whether a job description is contractual or non-contractual. If it is contractual, then any changes can only be made safely with agreement of the employee following formal consultation. For this reason, it is preferable for job descriptions to be non-contractual and this is reflected in the template.

With a non-contractual job description, a council can make *reasonable* changes to the job description. It is good practice for any changes to be made following discussion with an employee before they are confirmed. However, remember that what is reasonable for one person may not be so for another and such discussion will help to identify whether the staff member considers the change to be unreasonable.

It is good practice to review the JD at least annually, usually as part of the appraisal process.

- i It is not uncommon for a Clerk, for example, to work for one than one council. To note, one council cannot have any control over what the clerk does for another council. If the Clerk is unable to dedicate their time as required under their contract with the council employing them, this would need to be

- managed through performance management processes to ensure the contract requirements are delivered.
- iii Employees have a right to a personal life so a council would not expect to monitor the conduct of staff outside of work, however equally, employees should not undermine the trust and confidence of the public in them as council representatives. Councils may consider this point when responding to complaints from the public, or perhaps social media/public postings that may negatively impact on the council's reputation.
 - v The contract sets the responsibility to report wrongdoing. The council is then responsible for acting on the concerns reported. The employee is not responsible for resolving the matter/s.

Clause 5 PLACE OF WORK

If working from the council's premises, the employee's normal place of work is the council's office. If working from home, the employee's normal place of work is the employee's home.

The place of work determines what can be claimed by way of travel expenses. Any home to work mileage is undertaken at the individual's cost. An expenses policy should determine the rules for what can be claimed and how.

If the employee is based from home, the council must ensure a [safe place of work](#) via a risk assessment and ensure there are clear rules on confidentiality and use of equipment. <https://www.acas.org.uk/working-from-home-and-hybrid-working>

Any requirement for travel should be included in this clause with an idea of the requirements (i.e. frequency and distance).

For more information on working from home, including insurance liabilities, see NALC's "Being a Good Employer" guide.

Clause 6 WORKING HOURS

From April 2020 the contract must include normal working hours, the days of the week when the employee is required to work. For variable hours, it must state how working hours or days may be varied and how the variation will be determined.

For senior staff you may wish to require additional hours to be worked without additional pay. Any such requirement should be clarified in this clause.

If overtime is payable, or if time-off-in-lieu can be accrued, you should include details of how approval should be obtained and the rate of pay that should be

claimed. If you are aligning to Green Book provisions, to note, there are overtime rates applicable for hours worked above a full time (37 hour week) or for weekend work, and for other non-standard working patterns. This includes additional hours (Monday to Saturday) paid at time and a half, and Sunday / Bank Holidays at double time. It is important therefore to ensure overtime is authorised before it is worked to manage costs.

The Working Time Regulations 1998 determine the maximum weekly working time, patterns of work and holidays, plus the daily and weekly rest periods. They apply to all employees, both full-time and part-time. Employees who work more than 6 hours a day are entitled to at least one uninterrupted 20 minute (unpaid) rest break during their working day. There are special regulations for young workers that restrict their working hours to eight hours each day and 40 hours per week. For more information see [ACAS](#) and [Gov.uk](#).

Alternative Clause

You will be based at [insert address of workplace] which is your normal place of work

Clause 7 PROBATIONARY PERIOD

From April 2020 the 'Statement of Particulars' needs to include a statement explaining whether a probationary or trial period exists, how long this will last and any conditions which relate to it.

The duration of a probationary period should enable the council to properly assess the employee against the key aspects of the role. It may be longer for senior jobs (usually six months) and shorter for junior jobs (usually one or two months). Probationary review meetings are recommended during this period to provide feedback on performance; re-enforcing positive achievements and clarifying expectations if performance is off-track. A final meeting should be held at the end of the probation period to review performance and confirm the outcome of probation.

In the template contract of employment, the council's disciplinary and grievance policies do not apply during the probationary period. The guide assumes that a probationary period would not be extended beyond 12 months. The template contract states that at the end of the probationary period, the council will inform the employee in writing whether they have been successful.

Clause 8 TRAINING

From April 2020, contracts need to include reference to any training which will be provided by the employer and whether this will be paid for by the employer, or whether the employee must pay for some or all of it. It is more usual that the Council would pay for mandatory training required, and NALC recommends that a council pays for training it requires employees to undertake, however the contract should confirm whether or not this is the case.

Additionally, if there is a specific qualification or course the employee needs to achieve, this must also be stated on the contract. If a council considers dismissal for failure to complete training, a fair procedure will need to be followed as defined by ACAS.

Refer to the Training Policy as required, however it is for each council to determine whether specific training / qualifications are required for a role. This may also vary from role to role. For example, a Groundsperson or Cleaner may need to complete some health and safety training such as Control of Substances Hazardous to Health (COSHH) training to undertake their role safely, while this may not be relevant for a Clerk. Consideration should be given to equality, diversity and inclusion. For example, it may be unreasonable to require a degree qualification if the same skills and knowledge can be obtained through practical experience.

NALC encourages councils to anticipate clerks/chief officer have completed, or to undertake, on appointment, an appropriate qualification such as ILCA/CILCA. This may form part of the recruitment discussions to ensure applicants are aware of this. It will depend on whether the council consider it a mandatory requirement to hold a qualification as to whether it is noted in the contract. If it is not an essential requirement, then arrangements related to the training would form part of general management and development discussions. The recommended timeframe to complete CiLCA is 24 months and we do not recommend that new Clerks commence CiLCA in their first 12 months of employment.

Alternative clause – for non core training related to the role [You will be responsible for paying for the cost of this training]

Clause 9 PAY AND BENEFITS

Employees are entitled to at least the National Living Wage. For current rates see Gov.uk

This template contract contains an option for entitlement for salary to be reviewed annually or to offer a contractual entitlement to a salary increase.

Negotiations regarding pay (between government and unions) is part of the NJC provisions and collective agreements under the Green Book. The national pay award sets the standard in the sector and is recommended by NALC as the instrument to determine pay awards for your council's employees. This promotes a consistency in pay increases across all local councils.

Depending on the negotiations, it may be that a 2 or 3 year pay deal is agreed, giving forward visibility of pay increases. On other occasions the pay agreement may be delayed in terms of reaching an agreement, however once agreed, any increase is generally back dated.

The salary for a role might be assessed in line with NJC job evaluation. If this is the approach used, the council may need to review the contract wording to set out the salary point/s identified for the role.

The template contract contains alternative wording that can be considered and used if the council opt to use a pay point, or a pay range set by the national pay scales. If using a pay scale, it is usually the case that an employee receives an increment each year (unless it has been advised that no increase will be due because of performance concerns). The council can choose to award an additional increment for exceptional or exemplary performance. It might also opt to award an additional point for attainment of a relevant qualification such as

- 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 Certificate of Higher Education in Community Engagement and Governance
- 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.

The contract must specify how a days' pay is to be calculated. Many employers divide the annual salary by the number of working days in the year. If an employee

works a different number of hours over their working days, then this clause should be amended. (This statement should be removed if pay is based on an hourly rate).

It is strongly recommended that wages/salary payments are made via bank transfer to ensure timely and fair access to the payment.

From April 2020, contracts must include terms relating to all benefits (no longer just limited to sick pay, pension and holiday) and include any non-contractual benefits.

If you offer paid overtime based on Green Book rates, an overtime clause can be included to set out the rates.

Clause 10 DEDUCTION OF WAGES

This clause expressly allows the council to make deductions from salary if there has been an overpayment. Employers should notify the employee if there has been an overpayment and how the deduction will be made.

For more information see www.gov.uk/understanding-your-pay

Clause 11 EXPENSES

Councils should have a policy for dealing with mileage and other expenses claims. This clause will not be needed if an employee will not be claiming expenses. You should check the tax rules in place at the time of any claims.

For more information see www.gov.uk/expenses.

Where the council follows the NJC rates they should use the current rate (from April 2010). The below rates a, unless otherwise updated by an updated agreement.

Essential Users	451-999cc	1000-1199cc	1200-1450cc
Lump sum per annum	£846	£963	£1,239
Per mile first 8,500	36.9p	40.9p	50.5p
Per mile after 8,500	13.7p	14.4p	16.4p

Casual Users	451-999cc	1000-1199cc	1200-1450cc
Per mile first 8,500	46.9p	52.2p	65.0p
Per mile after 8,500	13.7p	14.4p	16.4p

Clause 12 HOLIDAY ENTITLEMENT AND PAID LEAVE

From April 2020, particulars relating to paid leave should be included in the contract or refer to a reasonably accessible document. In addition, the entitlement for employees working irregular hours must be calculated over a 52 week reference period.

Joiners and leavers can then receive pro-rated leave for the proportion of the year worked. Under the Working Time Regulations 1998, employees are entitled to 5.6 weeks paid leave per year including public holidays. This is equivalent to 28 days and the entitlement should be pro-rated for workers on less than five days a week. Where a permanent employee does not work every week (seasonal, ad-hoc work, term-time only) they remain entitled to at least 5.6 weeks paid leave each year.

Holiday entitlement should be calculated using an appropriate reference period and holiday pay calculations should be calculated using a 52 week reference period. See the government guidance for further information. <https://www.gov.uk/government/publications/calculating-holiday-pay-for-workers-without-fixed-hours-or-pay/calculating-holiday-pay-for-workers-without-fixed-hours-or-pay--2>,

Holiday entitlement (including Bank Holidays) should be pro-rated for part-time workers based on the percentage of the week worked.

Best practice aligning to green book terms, and therefore recommended by NALC, is for 23 days annual leave, plus bank holidays and 2 additional (statutory) days. An increase of 3 days is applied following 5 years continuous service. This would be pro-rata for part-time employees. This entitlement is pro-rata for part-time employees.

The template contract contains a brief procedure for requesting leave and an explanation of the council's 'carry-over' arrangements. Such rules are for the council to determine.

Some HR software systems (such as You Manage / Breathe HR etc) calculate pro-rated entitlements automatically to ensure compliance.

For more information see www.gov.uk/holiday-entitlement-rights/holiday-pay-the-basics?utm_campaign=holidaypay-2019&utm_source=paidsearch&utm_medium=cpc&utm_content=paid-search-hp-250219

Clause 14 ABSENCE FOR SICKNESS OR INJURY, AND SICK PAY

All councils should have a sickness absence policy. The template contract contains a brief procedure for notifying the council of sickness absence.

Eligible employees are entitled to receive sick pay that is not less than the statutory minimum known as Statutory Sick Pay (SSP). SSP is not payable for the first three qualifying days of any period when the employee is off sick. These three days are known as "waiting days". In other words, employees must have been off sick for at least four consecutive qualifying days before they qualify for SSP. In 2021 the Government removed these "waiting days" for those who have been instructed to self-isolate due to Covid-19 infection. The law on this is subject to frequent change and changes are published <https://www.gov.uk/employers-sick-pay>.

Eligibility criteria and current rates are detailed www.gov.uk/statutory-sick-pay/overview

SSP is only payable for qualifying days. Qualifying days are the days that the employee normally works. The council and the employee may agree which days of the week are qualifying days and often this will be set out in the contract of employment.

For more information see www.gov.uk/employers-sick-pay/entitlement

Some employers offer sick pay in excess of the statutory minimum. Details of any additional sick pay (also referred to as occupational sick pay) should be clearly included in the contract including the number of days, over what time period and whether pay is at the full salary or a proportion.

Best practice aligning to green book terms, and therefore recommended by NALC, gives an entitlement of:

During 1st year of service 1 months full pay, and 2 months half pay (after 4 months' service)

During 2nd year of service 2 months full pay, 2 months half pay

During 3rd year of service 4 months full pay, 4 months half pay

During 4th & 5th year 5 months full pay, 5 months half pay

After 5 years service 6 months full pay, 6 months half pay

For more information on sickness absence see NALC's "Being a good employer"

Clause 15 PENSION

The council must tailor this clause to suit the terms offered. This clause in the template contract can be used where the council has decided to offer a basic auto-enrolment scheme.

Council staff who satisfy the statutory eligibility criteria must have access to a "qualifying" pension scheme. Both the council and the employee make contributions into the scheme. For more information see LTN 79 – Staff pensions and the Pensions Regulator's website:

www.thepensionsregulator.gov.uk/en/employers

Note: Before a council decides on its pension arrangements, it should obtain professional advice from a pensions adviser regulated by the Financial Conduct Authority who should be able to advise the council on the suitability of a pension scheme. For more information see: www.fca.org.uk/about

For information regarding the [Local Government Pension Scheme \(LGPS\)](#) you should contact the LGPS – local fund administrators.

Clauses 16 & 17 GRIEVANCE AND DISCIPLINARY PROCEDURES

Councils should have disciplinary and grievance procedures. The template contract of employment states that they do not form part of the employee's contract of employment.

Copies of the council's grievance and disciplinary procedures must be available to the employee. The contract of employment must also specify the person to contact if the employee has a grievance or is dissatisfied with any disciplinary decision.

It is common practice to provide access to an electronic version of HR policies. It could be that you have your Staff policies available on a shared drive for example so they are accessible to staff at all times, and they are the current versions. It can

be more difficult to ensure people have a copy, and the correct version, when issuing hard copies.

Any procedures should comply with the ACAS Code of Practice on Disciplinary and Grievance Procedures – see www.acas.org.uk/index.aspx?articleid=2174

Where a staff member raises a formal grievance against a Councillor that relates to the councillor code of conduct, councils must be mindful of the Harvey Vs Ledbury Town Council judgement.

Clause 18 NOTICE

Under statutory notice employees should give at least one week's notice to a council after the first month of employment. Councils may decide to increase the notice required from staff members dependent on the job and how long it would take to recruit a replacement. Often notice will be one month (but one week during probation). More senior staff are typically required to give three months' notice. It is generally the case that the notice required by the employee, or given by the employer is the same, however if the council were to give notice to a long serving employee, the statutory notice may exceed the contractual notice.

As a statutory minimum, the council must give:

- at least one week's notice if the employee has been employed between one month and 2 years
- one week's notice for each year if the employee has been employed between 2 and 12 years
- 12 weeks' notice if the employee has been employed for 12 years or more

Notice periods can be longer than statutory notice but they cannot be shorter.

Example clause based on 8 weeks' notice;

During your probation period, you are entitled to be given and required to give one week's notice in writing to terminate your employment for any reason. On completion of your probationary period, you are required to give 8 weeks' notice in writing.

Notice given by us will be 8 weeks and increase to 9 weeks' notice after 9 years continuous service and thereafter by one week for each additional year of continuous employment up to a maximum of 12 weeks for 12 years' service.

Councils may want to include in this clause, any specific circumstances where the council would contemplate ending the contract, such as no longer having the right to work in the UK, loss of driving license, acts of gross misconduct / negligence.

Clause 19 PAY IN LIEU OF NOTICE

When notice is served to end the contract, there is an expectation that the employee continues to work until the period of notice expires. There may be occasions when the council decides it would be best that the employee does not work their notice and brings forward the leaving date. This clause allows the council to pay the employee for the notice and end the contract before notice would have expired.

Clause 20 OBLIGATIONS ON TERMINATION

While it is generally encouraged the Council employees do not use personal devices for their work, it may be that staff have used a personal mobile to hold some Council contact numbers, logged on to work emails via a mobile, tablet or personal laptop to ensure work is completed or work agilely. Even if it is not permitted, including this in the contract ensures the expectation that any Council information is deleted and destroyed/returned.

Clause 21 WORK DURING NOTICE PERIOD / GARDEN LEAVE

There may be occasions when the council decides it would be best that the employee continues to be employed during the notice period but does not work. This clause allows the council to continue the contract, and the employee remain away from work.

Clause 22 HEALTH AND SAFETY

The Health and Safety Executive's (HSE) website (www.hse.gov.uk) has helpful information. A template health and safety policy is available using the following weblink: www.hse.gov.uk/toolbox/managing/writing.htm.

Information on working safely in the pandemic is available using the following weblink:

<https://www.gov.uk/guidance/working-safely-during-covid-19/offices-factories-and-labs#offices-2-2>.

Clause 23 CONFIDENTIALITY

There is an implied duty on an employee to keep confidential information confidential during employment, but there is only a limited implied duty following termination of employment, so an express obligation is useful. If the council has

specific information it considers to be confidential, then referring to it in this clause would help if taking any subsequent legal action.

Clause 24 DATA PROTECTION

Under the General Data Protection Regulation (GDPR), all data controllers are required to inform data subjects what they will do with their personal data. For the purposes of GDPR the council is the data controller and the employee is the data subject. To comply with the GDPR, the council must issue a privacy notice to each employee or provide a link to it.

For more information on GDPR compliance, see 'A GDPR toolkit for local councils' It can be found in the members' section of the NALC website.

See also Legal Briefing - L08-17 | Privacy notices and the legal basis for processing personal data

Clause 25 COUNCIL PROPERTY

This clause puts employees under a contractual obligation to return all council property on termination of employment.

Clause 26 MATERNITY, PATERNITY, ADOPTION AND PARENTAL ARRANGEMENTS

This clause confirms that payment and arrangements will always be in line with statutory minimum requirements. Councils may choose to offer enhanced payments.

Best practice aligning to green book terms, and therefore recommended by NALC, enhances family leave pay beyond the statutory minimum – for eligible employees. The detail should be reflected in your associated policy and the contract therefore may be amended to confirm council entitlements are set out in your council policy.

The current green book terms are in the NALC template policy and can be found within our current documents. An example of the current terms can be found as below:

Maternity Pay

(a) Payments for employees who have less than 1 year's continuous local government service at the beginning of the 11th week before the EWC shall be the employee's entitlement to Statutory Maternity Pay (SMP), where eligible.

(b) Payments for employees who have completed 1 year's continuous local government service at the 11th week before the EWC shall be as follows:-

(i) For the first six weeks of absence an employee shall be entitled to nine-tenths of a week's pay offset against payments made by way of SMP or Maternity Allowance (MA) for employees not eligible for SMP.

(ii) An employee who declares in writing that she intends to return to work will for the subsequent 12 weeks' absence receive half a week's pay plus SMP, where eligible, without deduction except by the extent to which the combined pay and SMP (or MA and any dependant's allowances if the employee is not eligible for SMP) exceeds full pay. Alternatively, the equivalent amount (i.e. 6 weeks' pay) may be paid on any other mutually agreed distribution.

For the remainder of the maternity leave period the employee will receive their entitlement to SMP (currently 39 weeks in total), where eligible.

(iii) For employees not intending to return to work payments during their maternity leave period following the first 6 weeks will be their entitlement to SMP (currently 39 weeks in total), where eligible.

(iv) Payments made by the authority during maternity leave under (ii) above shall be made on the understanding that the employee will return to local authority employment for a period of at least three months, which may be varied by the local authority on good cause being shown and, in the event of her not doing so, she shall refund the monies paid, or such part thereof, if any, as the authority may decide. Payments made to the employee by way of SMP are not refundable.

Clause 27 REFERENCE DOCUMENTS

A contract must state whether there are any collective agreements or not (ie an agreement that the terms of the contract will be updated by a union negotiated agreement). If the council has adopted Green Book terms, then some terms will be determined by a collective agreement (ie annual pay award).

Clause 28 CHANGE TO TERMS AND CONDITIONS OF EMPLOYMENT

An employment contract is a legally binding agreement between a council and an employee. One party cannot unilaterally alter the terms of the contract without the other party's consent.

The purpose of this clause is to give the council the right to make reasonable changes to the contract of employment. It permits changes that are consistent with the job and which do not fundamentally alter the employee's terms of employment and amount to a contractual variation. It does not allow the council to reduce key

terms such as salary, or entitlements such as holiday or sick pay. An employer's ability to make reasonable changes would be narrowly construed by the courts.

Employees must be notified of any changes at the earliest opportunity and in any event within one month of the change. The employee should be provided with an amended job description if it changes.

For information on job descriptions see NALC's "Being a Good Employer".

Other clauses that may be required

- Conflict of interests
- Employment and outside interests
- Information technology
- Monitoring the use of electronic communications
- Use of motor vehicle
- Overtime
- Equality & Diversity
- Qualifications and experience
- Searches and security
- Intellectual property
- CCTV
- Protection of children / vulnerable adults
- Christmas closedown
- Employee warranties

This document and guidance notes have been drafted for the National Association of Local Councils by WorkNest, (previously HR Services Partnership). Any council wanting further information about HR, H&S or other employment related services may contact us in several ways.

Telephone	01403 240205
Email	hrconsulting@worknest.com
Twitter	@WorkNestGroup
Web	https://worknest.com/employment-law-hr/hr-consultancy/

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MODEL CONTRACT OF EMPLOYMENT FOR LOCAL COUNCILS

INTRODUCTION

This model contract of employment has been drafted for NALC by WorkNest HR. It is endorsed by SLCC and One Voice Wales (OVW). It is intended as a guide to be adapted to each council's circumstances and is not intended to provide legal advice. If councils require legal advice, they can contact their county association or OVW. If councils require HR advice they can also contact their county association or OVW. We strongly recommend that HR advice is sought by councils in drawing up a contract of employment. Clerks are advised to contact the SLCC for advice. Depending on the nature of the advice needed the council may need to engage their own advisers. WorkNest provides employment support to town and parish councils on a range of employment matters and councils can engage them directly for further support.

Terms and conditions

NALC and SLCC recommends councils to offer enhanced terms that align with the best practice within the Local Government sector. This best practice is defined by the Green Book terms and conditions. Offering good terms of employment supports recruitment and retention of a high-quality workforce and demonstrates that the council is a good employer which values its staff.

This model contract incorporates Green Book terms. The National Joint Council for Local Government Services National Agreement on Pay and Conditions or 'Green Book' terms and conditions are agreed nationally and any changes (such as pay) should be automatically applied to council staff if their contract incorporates Green Book terms. In other words, the salary of a clerk on Green Book terms must be increased in accordance with nationally agreed terms. Green Book terms provide entitlements that are in excess of those set as statutory minimum under employment legislation. Councils should be aware of the full terms and conditions contained in the Green Book and will need a subscription to access this. Councils can access further information on the Green Book at <https://www.local.gov.uk/local-government-terms-and-conditions-green-book>

This template provides councils a contract with the Green Book terms already reflected in the relevant sections. Please note there are still choices for the council to make in this document, these are shown in **[bold square brackets]**.

NALC and SLCC encourage the use of the Green Book terms for all staff. If a council decides to offer enhanced terms and conditions for some staff but not others, care must be taken to ensure the differentiation is not unlawfully discriminatory. It would be unlawfully discriminatory if such a decision favoured one group of staff over another, where that group of staff is protected against unfavourable treatment by the Equality Act. For example, if the pay and benefits for men were better than the pay and benefits for women doing comparable work.

This model contract can be used for any council employee. It is a basic template that will require specific adaptation.

A Council must check that job applicants have the right to work in the UK before it can employ them. It is best practice to obtain the appropriate evidence at the interview stage. See [Gov.Uk](https://www.gov.uk) for more information.

Managers

Recognising that Councils are of varying sizes, where the term manager is used it is recognised this could be the clerk, chief officer, another employee of the council, full council or the staffing committee depending on the situation.

It is good practice to have a clearly identified person who is the responsible 'line manager' or equivalent contact for an employee so that there is clarity on who the employee should report concerns to, who they notify if they are sick or to request leave etc. More often for council employees this may be the clerk/chief officer, and for the clerk this could be the staffing/personnel committee who may nominate a key contact such as the chair for daily matters (such a leave approval/reporting sickness) that cannot wait for a meeting, but can be ratified retrospectively. It is NALCs recommendation that a local council appoints a staffing committee to be responsible for staffing, employment and HR matters.

How to use this model

This document contains a template for the council to edit/complete. There is an accompanying set of guidance notes that the council should refer to, while drafting a contract, to make sure they understand the terms they are committing to in the contract, and they are reflecting what is appropriate for the role and the council. It is strongly recommended that the council considers this document with the accompanying notes and seeks additional HR support when drawing up a contract of employment.

Where there are **[bold square brackets]** the council need to review and complete the appropriate information and so remove the square brackets. The council should ensure they edit the options to reflect the terms they are offering to their employee/s.

This document provides a current template that councils can issue to new employees. It is not intended to replace the contracts of existing employees. Any requirement to change the contractual terms of existing employees would require consultation and councils are advised to seek specialist advice before proceeding.

This document has been written with local councils of all sizes in mind. The same employment legislation applies whether you are a large or small local council so the contract and the legislation it cites is applicable if you have one employee or twenty employees. The contract can be used for any member of staff employed by the council.

CONTRACT OF EMPLOYMENT

This document sets out your main terms and conditions of employment. It includes the written particulars required by the Employment Rights Act 1996. The National Agreement on Pay and Conditions of Service of the National Joint Council ("the NJC") for Local Government Services ("the Green Book") applies to your employment save as amended by this contract.

Name of Employer: **[Insert Name]** referred to as 'the Council' 'us' or 'we' or 'our'
Address of Employer: **[Insert Address of Employer]**

Name of Employee: **[Insert Name]** referred to as 'You'
Address of Employee: **Insert Address of Employee**
(Please advise us of any change of name and/or address in writing).

Dated: **[Insert the date when this document is given]**

Your employment with the Council is governed by the terms and conditions contained in this agreement which starts from the start date and which supersedes all other agreements whether in writing or otherwise.

This agreement incorporates the provisions contained in any correspondence from us offering you employment and our staff policies. You will comply with any rules, policies and procedures set out in the staff policies. If there is any conflict between the terms of this agreement and the provisions of our staff policies, **[which do not/which do]** form part of your contract of employment, the terms of this agreement shall prevail. We reserve the right (to be exercised reasonably) to amend the terms of this agreement and the contents of the staff policies.

1. DATE AND DURATION OF EMPLOYMENT

Your employment under this contract will begin on **[insert date when these terms commence]** and will continue, subject to the remaining terms of this agreement, until terminated by either party giving the other the required notice as set out in this contract.

[Options for temporary appointments]

Your employment under this contract will begin on **[insert date when these terms commence]** and will continue, subject to the remaining terms of this agreement, until it ends on **[insert end date]** without the need for notice unless previously ended by either party giving the required notice in writing as defined in the Notice Clause below.

OR

[Your employment under this contract is to cover for maternity leave. It will begin on **[insert date when these terms commence]** and will continue, subject to the remaining terms of this agreement, until it ends on or around **[insert end date]** when the person you are covering for is due to return to work. You will receive the notice set out in the Notice Clause below.

Please note that your contract will not automatically renew if the person on maternity leave decides not to return to work or returns on a part time basis. We reserve the right to review the continuation and duties of the post and / or test the market at that time].

2. CONTINUOUS SERVICE

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.

Your employment under these terms will begin on **[insert start date for this contract]**. Your previous service, starting on **[insert continuous service start date]** counts towards your continuous service with the council.

3. JOB TITLE

You are employed as **[insert job title]**.

4. DUTIES

You are expected to perform all duties which may be reasonably required of you as set out in the attached job description.

The list of duties in the job description is not contractual and not to be regarded as exclusive or exhaustive. The Council may, at its discretion, require you to perform additional or other duties (commensurate with the grade of your post), either instead of, or in addition to, your normal duties; and may make minor amend your job description. Where substantive changes are to be made this would be by agreement and after consultation with you.

The Council requires the highest standards from you in your performance at work and your general conduct and in particular you must:

- i. unless prevented by incapacity, devote the whole of your working time, attention and abilities to the business of the Council;
- ii. diligently, honestly and ethically perform such duties as may from time to time be assigned to you by the Council;
- iii. conduct your personal and professional life in a way which does not risk adversely affecting the Council's standing and reputation;
- iv. comply with all reasonable and lawful directions given to you by the Council;
- v. report your own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee to your Line Manager immediately on becoming aware of it.
- vii. consent to the Council monitoring and recording your use of the Council's electronic communications systems for the purpose of ensuring that the Council's rules are being complied with and for legitimate business purposes.

The council reserves the right to make reasonable changes to any of your terms of employment. You will be notified in writing of any change as soon as possible and in any event within one month of the change.

5. PLACE OF WORK

You will be based at your home address **[insert home address]** and the office, **[insert address of workplace]** which are your normal places of work. The council reserves the right to require you to work from the office for **[insert number of days]** day per week and on occasion to require you to work additional days up to **[five]** days per week from the office. On days where you are working from the office this will be considered your place of work for the day and no further payments will be made in relation to your commuting to the office.

You may be required to work elsewhere within a reasonable travelling distance either temporarily or permanently in order to properly perform your role.

During your employment with us you may be required to travel **[Specify the approximate parameters]**. You will not be required to work outside of the United Kingdom.

6. WORKING HOURS

Your normal working hours total **[insert number of hours]** per week and are worked from **[Monday to Friday]** from **[insert working times]** with an unpaid break of **[insert duration]** for lunch and such additional hours as necessary for the proper performance of your duties.

We reserve the right to amend these hours as may be reasonably required subject to consultation with you.

7. PROBATIONARY PERIOD

The first **[insert number]** months of your employment with us will be a probationary period. During the probationary period, your performance and suitability for continued employment will be monitored. We may, at our discretion, extend the probationary period and will provide you reasons for doing so.

At any time before your probationary period has been completed, either you or we may bring your employment to an end by giving one week's notice (unless termination without notice is appropriate). We may decide to pay you in lieu of notice.

At the end of the probationary period or soon after, your performance will be reviewed and we will write to you to tell you if your probation has been successful or not. You will remain on your probationary period until you have received this written confirmation. Once the probationary period is successfully completed, you will be confirmed in your role.

8. TRAINING

During your employment, we will provide training in relation to **[Insert detail of training provided]**. This training will be paid for by the council. We will also provide ongoing training, as identified, to support you in your role.

Your continued employment shall be conditional upon you completing **[specify training course/qualification]** within **[date/timeframe]**. We reserve the right in our absolute discretion to terminate your employment without notice or payment in lieu thereof if the training is not completed within the specified timeframe.

9. PAY AND BENEFITS

Your salary is £**[00,000]** per annum being the current salary point **[X]** within the **[X]** range in scale **[X]** as set out in the National Agreement on Salaries and Conditions of Service of Local Council Clerks in England and Wales. **[The pro-rata salary is £[00,000] p.a.]**

Subject to satisfactory performance, you will progress automatically through the range **[X]** in salary scale **[X]** by annual increments until you reach the maximum salary in the range. Your first increment will be payable on 1st April **[20XX]** 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.

[Optional for relevant roles][In addition, one additional salary point will be added to your salary, up to a maximum of four points, for success in obtaining or already holding each of the following relevant qualifications:

- 1. The Certificate in Local Council Administration (CiLCA)**
- 2. The Certificate in Higher Education in Community Governance – Level 4 or one of its predecessor qualifications designed specifically for the profession**
- 3. The Foundation Degree in Community Governance – Level 5 or one of its predecessor qualifications designed specifically for the profession**
- 4. BA (Hons) Degree in Community Governance – Level 6 or one of its predecessor qualifications designed specifically for the profession]**

Your salary will be payable monthly in arrears on or about **[Insert date]** of each month directly into your bank or building society. Each instalment will include payment for the calendar month in which payment is made.

[Remove for hourly paid employees - Should it be necessary to calculate a day's pay, your current full time equivalent annual salary will be divided by 260].

You will also be entitled to the following benefits:

- i. [Insert benefit(s) and other remuneration and whether each is contractual or non-contractual]**

We retain the right to remove your entitlement to the above non-contractual benefits at any time.

[Additional Hours – below salary point 22 employees

If you work more than your normal working hours, then subject to the Council's approval, you will be reimbursed at the appropriate NJC rate for these hours or you may take time off in lieu at a time to be agreed between you and the Council.]

[Additional Hours – other employees

If you work more than your normal working hours, then subject to the Council's approval, you may take time off in lieu at a time to be agreed between you and the Council.]

10. DEDUCTION OF WAGES

If you owe us money at any time, you authorise us to deduct any sums due to us from your salary including, without limitation, any over payment of salary; any advances or loans we have made to you; a day's or part day's pay for each day or part day of unauthorised absence. "Unauthorised absence" is not turning up for work unless your absence is due to genuine sickness and you have notified us as set out in this contract; leave for which prior permission has been granted; genuine reasons outside your control which are acceptable to us.

If you owe us money when you leave and your final salary payment is not enough to cover the whole amount owed, you will be required to repay the outstanding amount due to us within one month of leaving us.

11. EXPENSES

The Council will reimburse you when additional expenditure for travel, meals or overnight accommodation is incurred in the performance of the Council's business, provided the expenditure has been authorised in advance, receipted and approved in accordance with the Council's expenses policy. You shall abide by our policies on expenses as communicated from time to time.

Mileage payments at the NJC rate in force will be paid as long as they are approved by the Council. Please see the current rates below, unless otherwise updated by an updated agreement.

Essential Users	451-999cc	1000-1199cc	1200-1450cc
Lump sum per annum	£846	£963	£1,239
Per mile first 8,500	36.9p	40.9p	50.5p
Per mile after 8,500	13.7p	14.4p	16.4p

Casual Users	451-999cc	1000-1199cc	1200-1450cc
Per mile first 8,500	46.9p	52.2p	65.0p
Per mile after 8,500	13.7p	14.4p	16.4p

Home Working Allowance – Where you are required to work from home we will pay a home working allowance at the tax-free value set by HMRC as in force at the time. In the event that you choose to work from home, the allowance is not payable for any such period of time.

12. HOLIDAY ENTITLEMENT AND PAID LEAVE

Our holiday year runs from **[insert dates e.g. 1st April to 31st March]** and your holiday accrues monthly. If your employment starts or ends part way through a holiday year, we will pro-rata your entitlement during that holiday year.

Full time staff are entitled to 23 days annual leave, plus bank holidays and 2 additional (statutory) days (25 days plus bank holidays). An increase of 3 days is applied following 5 years' continuous service (28 days plus bank holidays). We will pro-rata that figure where necessary so that your holiday entitlement is in proportion to your working time during the relevant holiday year.

If we need you to work on one of those bank holidays, you will be able to take your holiday on a different day.

You should usually give at least two weeks' notice when requesting annual leave and normally give notice of at least one month before taking leave of one week or more. Requests for annual leave must be made to your manager. The dates of your annual leave require the prior written agreement of your Manager.

Annual leave must be taken at times agreed with your Manager. You may carry forward up to 5 days' leave into the following leave year, subject to the approval of your Manager. You may be able to carry additional days where you have been prevented from taking it in the relevant leave year because you have taken maternity, paternity, adoption, parental or shared parental leave, or if you have been on long term sick leave.

Holiday taken without our prior approval will be treated as unauthorised absence and may lead to disciplinary action.

Holiday pay is calculated on the basis of your current rate of pay. Where you work variable hours or if you receive commission payments/overtime/travelling-time allowance, then a day's pay will be calculated on the average pay in the previous 52 weeks.

You will have no entitlement to any payment in lieu of accrued but untaken holiday except when your employment ends.

If, when your employment ends, you have taken more holiday (including bank holidays) than you have accrued in that holiday year, we will deduct the equivalent amount of pay from any payments due to you. If this amount is in excess of your final pay, you will be required to repay the outstanding amount due to us within one month of the end of your employment.

If you or we have served notice to end your employment, we may require you to take any accrued but unused holiday during your notice period.

Details of all other types of paid leave that you may be entitled to including Maternity, Paternity, Adoption and Shared Parental Leave, can be found in the [Staff Handbook/council policies].

13. PERFORMANCE AND DEVELOPMENT REVIEW

You will receive an annual performance and development review

14. ABSENCE FOR SICKNESS OR INJURY, AND SICK PAY

You must follow the procedure set out in the Council's sickness absence policy. This policy is non-contractual and may, at our discretion, be updated or amended from time to time.

If you are going to be off work because of sickness or injury you must telephone your Manager giving the reason for non-attendance, by your usual start time on each day of absence. If you are unable to notify personally due to the nature of the illness, someone else may make contact on your behalf. It is your responsibility to ensure we are notified. Failure to do so may result in sick pay not being paid and may result in disciplinary action.

A self-certification system operates for absences from work due to sickness or injury not exceeding seven days (including weekends and other non-working days). Immediately on your return to work you must complete and return a self-certification form.

For sickness or injury absence exceeding seven days (including weekends and other non working holidays) you must provide us with a Fit note (from your doctor or consultant) on your return to work. However, if your absence is ongoing, you are expected to post your Fit note to us upon receipt or alternatively to send us a photograph of both sides of the Fit Note, with the original to follow.

All sickness or injury absence will be entered on your employment record.

Occupational Sick Pay

Any sickness absence taken is paid in line with our contractual sick/injury pay scheme (inclusive of SSP) which provides payment during periods of certificated sickness as follows:

- During 1st year of service 1 months full pay, and (after 4 months' service)
 - 2 months half pay
- During 2nd year of service 2 months full pay, 2 months half pay
- During 3rd year of service 4 months full pay, 4 months half pay
- During 4th & 5th year 5 months full pay, 5 months half pay
- After 5 years service 6 months full pay, 6 months half pay

Occupational sick pay shall be inclusive of any statutory sick pay due in accordance with applicable legislation. SSP and occupational sick pay are subject to the usual deduction for PAYE, National Insurance, pension contributions etc.

15. PENSION

We will comply with our auto-enrolment duties under Part 1 of the *Pensions Act 2008*. If you are an eligible job holder, you will be automatically enrolled in our auto-enrolment scheme. Further details of the scheme are available from **[insert details]**

16. GRIEVANCE PROCEDURE

If you have a grievance relating to your employment, you should raise this with your **[nominated line manager or chair of staffing committee]** in the first instance (or their manager where a grievance relates to your immediate manager). If you are unable to resolve

your grievance informally, the full grievance procedure is contained within the council's policies. The Grievance procedure is for guidance only and does not form part of the contract of employment.

17. DISCIPLINARY RULES AND PROCEDURE

Our disciplinary procedure and rules can be found within the council's policies. If you wish to appeal against a disciplinary decision you should set out your reasons in writing. We will tell you (usually in the disciplinary decision letter) who your appeal should be sent to, and the timeframe for doing that. The procedure is for guidance only and does not form part of the contract of employment and may be amended from time to time.

The list of rules is not to be regarded as exclusive or exhaustive and these may be added to, amended or deleted at any point. Any breach of disciplinary rules will normally result in disciplinary action.

We may impose one or more of a range of potential sanctions under our disciplinary policy. These include a warning or an extension of a warning, dismissal, a change of duties, or redeployment to another role (at the same or lower level – including demotion with a reduction in salary).

18. NOTICE

During your probation period, you are entitled to be given and required to give **[1 weeks]** notice in writing to terminate your employment for any reason. On completion of your probationary period, you are required to give **[1 months]** notice in writing.

Notice given by us will be **[1 months]** following your probationary period and increase to **[5 weeks]** notice after **[5 years]** continuous service and thereafter by one week for each additional year of continuous employment up to a maximum of 12 weeks for 12 years' service.

The statutory position is

- 1 month to 2 years – statutory notice is 1 week
- 2 to 12 years – statutory notice is 1 week for each full year they have worked (i.e. 5 weeks' notice after 5 years' service)
- 12 years or more – statutory notice is 12 weeks

If you have not provided the required notice in writing, we may withhold pay for notice unworked due under your contract, but not paid. Anything owed to us will be deducted from your final salary.

19. PAY IN LIEU OF NOTICE

Instead of requiring you to work your notice, we may decide to pay you in lieu of notice, bringing your employment to an end there and then.

Your payment in lieu will be made up of your net basic salary for the notice period less tax and NI contributions. Any payment in lieu will not include any payments such as any payment in respect of benefits; and any payment in respect of holiday entitlement that would have accrued during the notice period.

20. OBLIGATIONS ON TERMINATION

On termination of your contract with us, you will:

- i. Immediately return (or arrange to be collected) all property and information belonging to us in your possession or under your control, including but not limited to login details and passwords for internal databases and IT systems or externally held software, apps, databases, websites etc.
- ii. Irretrievably delete any information relating to us which is in your control outside our premises.
- iii. If requested, provide a signed statement that you have fully complied with your obligations under this clause together with such reasonable evidence of compliance that we may request.

21. WORK DURING NOTICE PERIOD / GARDEN LEAVE

We may decide to put you on Garden Leave for some or all of your notice period. Garden Leave means that you should not come into work, but you remain employed and entitled to your contractual benefits and subject to your contractual obligations (apart from the requirement to carry out work).

We will write to you at the time to confirm the rules that will apply to you during Garden Leave. This may include a rule preventing you from working elsewhere or for yourself, during your contracted hours to the Council, unless we agree to that in advance.

22. HEALTH AND SAFETY

You have a duty to ensure the health and safety of yourself and others. You must also co-operate with the Council so that it can comply with its health and safety obligations. You will be given a copy of the Council's Health and Safety Policy.

It is important that you familiarise yourself with your responsibilities.

Breach of these requirements may result in disciplinary action being taken against you in accordance with the disciplinary procedure, which may result in your dismissal.

23. CONFIDENTIALITY

During your employment you will have access to and will use and otherwise handle 'Confidential Information' to do your job properly. By 'Confidential Information', we mean any information or matter about the business or affairs of the Council or any of its business contacts, or about any other matters which may come to your knowledge in the course of your employment, and which is not in the public domain or which is in the public domain as a result of your breach of this agreement. It may, but will not necessarily, be in a recorded format (usually hard copies or electronically).

You must not (unless in the proper course of your work and/or with our express prior authorisation or in the situations outlined in this clause) use Confidential Information, make or use copies of Confidential Information, or disclose Confidential Information to anyone or any entity. That obligation applies during your employment and after it has ended.

You must do everything reasonable to protect Confidential Information and must tell us straightaway if you know or suspect that Confidential Information has been leaked and/or is

being used outside our organisation or inappropriately inside our organisation. You should not make assumptions about sharing of confidential information with other employees. If in doubt, you should consult your line manager.

All Confidential Information belongs to us, and you must return it (including copies) to us when requested during your employment or when your employment ends. You will need to confirm that you have safely and securely deleted all versions and copies. We may withhold any salary or other sum due to you until such time as all confidential information has been returned to us. These provisions on Confidential Information do not affect your right to make a protected disclosure as defined by the *Employment Rights Act 1996* (see our Whistleblowing Policy), or your duty to disclose Confidential Information if the law or a regulatory obligation requires that.

24. DATA PROTECTION

As part of our administrative and management processes, the Council will need to collect and process personal data relating to you in accordance with data protection legislation in force at the time. Details of what we will collect and process are set out in the Data Protection Policy and our 'Employee Privacy Notice'.

You must familiarise yourself with our Data Protection Policy and comply with the Council's data protection policy when handling any personal data in the course of your employment. If you do not comply with it, we may treat that failure as a disciplinary issue and, in serious cases, gross misconduct.

25. COUNCIL PROPERTY

During your employment you will have access to, and use of, various documents, manuals, hardware and software provided for your use by the Council. These and any data or documents (including copies) produced, maintained or stored on the Council's computer systems or other electronic equipment (including mobile phones), remain the property of the Council.

You may also be given the use of other facilities owned by the council including **[mobile phone], [laptop/desktop computer], [keys/pass card], [social media accounts]**.

You must take good care of all Council property that is in your possession and/or under your control and use it for agreed and lawful purposes only. If, because of your misuse or carelessness the property is lost, stolen or damaged, we may deduct from your pay some or all of the cost of repair or a replacement.

We may, at any time during your employment, and will on termination, require you to return all Council property (including social media account details, or any computer or online passwords) to us. You must do so on your last working day or as soon as possible as agreed with the Council.

If you are placed on Garden Leave, we will usually require you to return all our property before your Garden Leave begins.

26. MATERNITY, PATERNITY, ADOPTION AND PARENTAL ARRANGEMENTS

Your entitlement to maternity/paternity/adoption/shared parental leave and pay is as set out in the relevant legislation and in the Green Book.

[Your entitlement to maternity/paternity/adoption/shared parental leave and pay is as set out in the council's staff handbook/policies available at [add Link to documents].

27. REFERENCE DOCUMENTS

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

Further information regarding your employment is contained within the Council's policies. These cover policies such as Health and Safety, Equalities, the Grievance Procedure, Disciplinary Procedure and Disciplinary Rules. You must comply with the Council's policies.

28. CHANGE TO TERMS AND CONDITIONS OF EMPLOYMENT

This agreement sets out everything we have agreed. You and we are entering into it on the basis that no discussions we have had, representations made, previous agreements reached, or understandings we have come to are relevant to this agreement, or are to be relied on, unless they are recorded in it.

Care has been taken to prepare this agreement, and neither you nor we will have a claim for innocent or negligent misrepresentation or negligent misstatement in respect of its contents (but that doesn't exclude liability for fraud).

This contract may be altered by us in writing at any time after the date of signing and after consultation with you.

Where changes to the terms set out in this statement occur by agreement (negotiation) with you, you will be informed of these by means of a written statement of change which you will be issued within one month of the change. Changes to non-contractual policies, rules and procedures will be notified to you with one month's notice.

I have read and understood the above clauses and accept the offer of employment on these terms.

SIGNED

DATE

.....
for and on behalf of **[Insert name]** Council

I accept the terms and conditions of my employment as set out above.

SIGNED

DATE

.....
Employee