

APPOINTMENT:

Name: Department: :
Post title: Pay number:
Date issued: Usual place of work/Base:

TERMS AND CONDITIONS OF EMPLOYMENT

This written statement sets out the terms under which you will be employed by Broxtowe Borough Council. Your terms and conditions of employment are subject to collective agreements negotiated with the trade unions recognised by this Council. Agreements reached nationally may be superseded by Local Agreements and the full scope of the relevant National and Local Agreements applicable to this Council are set out in the A-Z Policies available on the Council's intranet or from the HR Division.

EMPLOYMENT DATES

Your employment in this role starts from:

Your continuous service with Broxtowe Borough Council dates from:

Your local government continuous service dates from:

PLACE OF WORK

Your normal place of work is as stated above. However, from time to time and with appropriate notice, the Council may require you to work at any other Council location.

HOURS OF WORK

Your normal hours of work are * per week.

A flexible working hours system is available as detailed in the Flexible Working Guidelines. There is no contractual right to flexible working hours as this depends on operational requirements.

Overtime provisions are specified in the Overtime and Additional Payments Policy.

RATE OF PAY

Your commencing annual salary is £*, grade *, SCP * as per the Broxtowe Local Pay Scale (BLPS). You will be paid monthly on the 20th of each month into a bank or building society account of your choice.

Your next increment will be from * and any further increments will be awarded on 1st April each year thereafter. All increments are subject to satisfactory performance of your duties and responsibilities. Increments may be withheld when an employee is suspended or subject to disciplinary/capability proceedings.

Whilst a new local pay scale has been adopted, the Council will maintain links to the national pay award for local government employees, which are revised annually on 1 April each year.

FLEXIBLE DUTIES:

There may be times when you may be required to undertake additional tasks, duties and responsibilities within your capabilities. The Council reserves the right to vary your tasks, duties and responsibilities at any time according to the needs of the Council's business. There may also be times when you may be asked to transfer, either temporarily or permanently, to an alternative job within the Council. Where this is agreed with you, either on a temporary or a permanent basis, it will be confirmed to you in writing. The Acting Up and Honoraria Policy may apply in certain cases.

OTHER WORKING ARRANGEMENTS

Include other requirements eg Car User Status, Evening Working, On Call, Political Activity etc.

LEAVE ENTITLEMENT

Your paid annual leave entitlement on the commencement of your employment is:

Your annual leave year commences on

Further information about leave entitlement is covered in the Leave Policy.

If you work part-time and a Bank Holiday falls on your working day you will be required to book the hours off your leave entitlement.

The Council will not make payment in lieu of any undertaken leave at the end of the year or on termination of employment. Individuals are expected to take responsibility for ensuring that leave is taken appropriately throughout the leave year in accordance with management agreement and service delivery requirements. However special arrangements apply in respect of termination following long-term sickness as detailed in the Leave Policy. If annual leave and bank holidays in excess of entitlement has been taken before leaving, payment will be recovered by deduction from final salary.

PROBATIONARY SERVICE

Your appointment is subject to a probationary period in accordance with the Probationary Policy.

PERIOD OF NOTICE

This contract may be terminated by * months' notice in writing on either side except that your minimum entitlement to notice is extended by one week for each year of continuous service up to a maximum of 12 weeks.

In certain cases the Council may agree to you leaving without you working your full notice period and in this case you will be paid up to your last day of service.

However, If you leave without giving the proper period of notice or leave during your notice period without consent, you will not be paid for any unworked period of notice.

The Council reserves the right to make a payment in lieu of notice for all or any part of your notice period on the termination of your employment. This provision, which is at the Council's absolute discretion, applies whether notice to terminate the contract is given by you or by the Council and your contract can be terminated summarily at any time with immediate effect under the terms of this clause by notification of the termination of the contract being given to you in exercise of this clause. Any such payment will consist solely of basic salary (as at the date of termination) and shall be subject to such deductions of income tax and National Insurance contributions as the Council is required or authorised to make.

For the avoidance of doubt, the payment in lieu of notice shall not include any element relating to:

- a) any bonus or commission payments that might otherwise have been due during the period for which the payment in lieu is made
- b) any payment in respect of benefits which you would have been entitled to receive during the period for which the payment in lieu is made; and
- c) any payment in respect of any annual leave entitlement that would have accrued during the period for which the payment in lieu is made.

[The Council may pay any sums due under this clause in equal monthly instalments until the date end of the period for which the payment in lieu is made.]

You have no right to receive a payment in lieu of notice unless the Council exercises its discretion under this clause.

In addition, the payment in lieu of notice will not be payable, or can be recovered in full by the Council, if, following the termination of your employment, the Company subsequently discovers that you had committed an act of gross misconduct during your employment which would have entitled it to terminate your contract of employment without notice or payment in lieu of notice.

The Council reserves the right to terminate your employment without notice in cases of gross misconduct or gross negligence.

ATTENDANCE MANAGEMENT POLICY – If you are absent from work on account of illness you should ensure that you follow the instructions contained within the Council’s Attendance Management Policy and that the appropriate officer is notified of the reason for your absence at the earliest possible moment.

OCCUPATIONAL SICK PAY - The Council operates an Occupational Sick Pay scheme. Employees are entitled to receive occupational sick pay for the following periods:

- During first year of service (continuous local government), one month’s full pay and (after completing four months’ service), two months’ half pay.
- During second year of service, two months’ full pay and two months’ half pay.
- During third year of service, four months’ full pay and four months’ half pay.
- During fourth and fifth year of service, five months’ full pay and five months’ half pay.
- After five years’ service, six months’ full pay and six months’ half pay.

You may not be entitled to Occupational Sick Pay if you fail to comply with the employee’s responsibilities under the Attendance Management Policy.

PENSION – You will automatically be enrolled into the Local Government Pension scheme from the first day of employment.

TRADE UNION MEMBERSHIP – The Council accepts the right of employees to choose whether they wish to belong to a Trade Union. However the Council does recommend to employees that they join the appropriate Trade Union because it believes that fully representative Trade Unions are important for good industrial relations. The Council recognises Unison and Unite the Union for purposes of joint negotiation and consultation.

GRIEVANCE PROCEDURE – The Council has an agreed grievance procedure contained within the Conditions of Service. If you wish to raise a matter relating to your employment under the procedure you should apply in the first instance to your immediate supervisor.

DISCIPLINARY PROCEDURE – The Council has an agreed disciplinary procedure contained within the Conditions of Service in respect of matters of discipline, dismissals and rights of appeal. The Council also has an agreed Code of Conduct.

WHISTLEBLOWING POLICY – The Council operates a Whistleblowing Policy contained which addresses circumstances that arise when employees have concerns about what is happening at work.

GDPR STATEMENT - As your employer, Broxtowe Borough Council needs to keep and process information about you for normal employment purposes. The information we hold and process will be used for our management and administrative use only. We will keep and use it to enable us to run the council and manage our relationship with you effectively, lawfully and appropriately, during the recruitment process, whilst you are working for us, at the time when your employment ends and after you have left.

This includes using information to enable us to comply with the employment contract, to comply with any legal requirements, pursue the legitimate interests of the council and protect our legal position in the event of legal proceedings. We process personal data relating to those we employ to work as, or are otherwise engaged to work as, part of the workforce. We do this for employment purposes, to assist in the running of the authority and/or to enable individuals to be paid. All processing and storage of personal data complies with the General Data Protection Regulation and any other associated legislation.

We will not share information about you with third parties without your consent unless the law allows or requires us to.

ACKNOWLEDGMENT:

I acknowledge receipt of this statement and I confirm that I agree to be bound by the terms and conditions of the Council.

Signed:

Date:

Print name: