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. 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. If councils require HR advice the can also contact their county association. 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 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 Council's premises in the centre of Batheaston 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]**~~.within the United Kingdom ~~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 weeks' 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 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 to support you in fulfilling your role as agreed with your line manager. ~~in relation to **[Insert detail of training provided].**~~ This training will be paid for by the council, and you will be paid for the time to undertake it. ~~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]**~~ **26th** of each month directly into your bank or building society. Each instalment will include payment for the calendar month in which payment is made.

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***[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 work from home at your choice~~you choose to work from home~~, the allowance is not payable for any such period of time.

If required for the job role, the Council will provide the following:

- Purchase or use of office equipment, including computer, printer, etc.
- Purchase of office consumables
- Use of telephone line (if exclusively used for Council business)

12. HOLIDAY ENTITLEMENT AND PAID LEAVE

Our holiday year runs from ~~[insert dates e.g.1st April to 31st March]~~ 1st January to 31st December 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

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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.

<u>Occupational Sick Pay</u>

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 either be automatically enrolled in our auto-enrolment scheme or we will contribute to a pension scheme of your choosing, or you can choose to opt out. Further details of the scheme are available from **~~[insert details]~~your line manager**

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 polices. 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 polices. 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 month's~~]~~** notice in writing.

Notice given by us will be **~~[~~1 month~~s]~~** 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~~ you 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 have read and understood the above clauses and accept the offer of employment on these terms.

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

SIGNED DATE

…….. ……..

Employee