

## **TEMPLATE CONTRACT OF EMPLOYMENT FOR LOCAL COUNCILS – GUIDANCE NOTE**

### **INTRODUCTION**

The template contract 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. If councils require HR advice they 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 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. 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](https://www.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](http://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](http://www.gov.uk/expenses).

Where the council follows the NJC rates they should use the current rate (from April 2010). The below rates apply, 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,](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](https://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 13 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](https://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](https://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 1<sup>st</sup> year of service 1 months full pay, and 2 months half pay (after 4 months' service)  
During 2<sup>nd</sup> year of service 2 months full pay, 2 months half pay  
During 3<sup>rd</sup> year of service 4 months full pay, 4 months half pay  
During 4<sup>th</sup> & 5<sup>th</sup> 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 14 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](http://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](http://www.fca.org.uk/about)

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

#### **Clauses 15 & 16 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](http://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 17 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 18 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 19 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 20 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 21 HEALTH AND SAFETY**

The Health and Safety Executive's (HSE) website ([www.hse.gov.uk](http://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](http://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 22 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 23 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 24 COUNCIL PROPERTY**

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

### **Clause 25 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 26 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 27 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](mailto:hrconsulting@worknest.com)  
Twitter                @WorkNestGroup  
Web                    <https://worknest.com/employment-law-hr/hr-consultancy/>

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