**[Insert PCC Legal Entity Name] (“the PCC”)**

# Terms and Conditions of Employment

|  |  |  |  |
| --- | --- | --- | --- |
| **Employee Name:** [Insert Name] |  | **Job Title:** [Insert position] |  |
|  |  |  |  |
| **Start Date of this Contract:** [Insert date] |  | **Continuous Employment Date:** [Insert date] |  |
|  |  |  |  |
| **Usual Place of Employment:** [insert location and address] |  | **Working Hours:** [insert details of working hours] |  |
|  |  |  |  |
| **Holiday Allocation:** [insert number of days/weeks] |  | **Remuneration:** £[insert salary] |  |

|  |  |  |
| --- | --- | --- |
| **Probationary Period:** [insert number of months] |  | **Reporting to:** [Insert Name/Title] |
|  |  |  |
| **Notice Period During Probation Period:**One week (from employee)One week (from employer) |  | **Notice Period After Successful Completion of Probation Period:** [One month/three months] (from employee) [One month during the first four years, then one additional week for each year of employment up to a maximum of 12 weeks] OR Three months (from employer)  |
|  |  |  |

### **Contract of Employment and Commencement of Employment**

### This contract sets out your terms and conditions of employment with the PCC (referred to as the Contract) and complies with Section 1 of the Employment Rights Act 1996 (as amended). Further details relating to your employment are set out in the non-contractual Staff Handbook which may be amended from time to time. This includes all PCC policies and procedures, and is available at your request from the intranet.

### Our offer of employment and the continuation of your employment is made subject to you passing all required employment checks and continuing to comply with all necessary requirements which are satisfactory to the PCC including but not limited to satisfactory references, evidence of qualifications, your right to work in the UK and to your not being prohibited from working for the PCC, for example, by any obligations imposed upon you by a previous employer. Your employment is also made subject to the PCC receiving a satisfactory criminal record check from DBS (Disclosure & Barring Service).

### If, after commencement of employment, the PCC receives information which it deems in its absolute discretion to be unsatisfactory or if the PCC becomes aware of any restrictions preventing or prohibiting you from carrying out your employment, you agree that the PCC will be entitled to terminate your employment immediately without notice. This will be the case even if you have been allowed to commence employment before all pre-employment checks are complete and before the information about you has been received by the PCC.

### **Job Title and Duties**

### Your normal duties are as detailed in the job description provided to you by the PCC. The PCC reserves the right to amend the job title and/or job description from time to time to reflect your own development or the needs of the PCC.

### In addition to your normal duties, you may be required to undertake such other duties as the PCC may from time to time reasonably determine, provided you are qualified to perform the duties and they are suitable for your skills.

### Unless otherwise notified by the PCC you are required to report to the person stated above.

### During your employment with the PCC you must at all times endeavour to promote the interests and reputation of the PCC and work in its best interests.

### You must devote the whole of your time and attention to the PCC and to your duties.

### **Place of Work**

### Your normal place of work will be as specified above.

### The PCC reserves the right to require you to work at another location, on a temporary or permanent basis, to assist with the needs of the PCC, subject to reasonable consultation.

### **Probationary Period**

### Your retention in the PCC’s service is dependent upon your satisfactory performance and conduct during the probationary period stated above.

### The PCC reserves the right to extend the probationary period if it is not satisfied with your performance or conduct, in order to provide you with a further opportunity to demonstrate your suitability for the position.

### In the event that your performance or conduct is considered to be unsatisfactory during the probationary period, your employment may be terminated at the PCC’s discretion without recourse to the PCC’s disciplinary procedure, by giving you notice as specified above, at any time before your probationary period has been completed. week. You will also be required to give written notice during this period, as stated above.

### The PCC will assess and review your performance, attendance, conduct and suitability for the role during the probationary period. Unless or until the PCC confirms in writing that the probationary period has been completed, you will remain on probation.

### **Training**

5.1You are required to attend all compulsory training as well as any other training considered necessary by the PCC for you to effectively carry out your role. This includes, but is not limited to the following:

* I.e. Manual handling
* Safeguarding training
* Food Safety / Health & safety
* Any role specific training etc

### You will be required to attend the above training as and when required by the PCC and any other compulsory training requirements that may become necessary during the duration of your employment. The PCC will cover the cost of this training and will provide you with advance notice of when training is required.

### **Remuneration**

### You will be paid in arrears by credit transfer into your bank account at monthly intervals on the [insert date] of the month, or any other day which may be announced from time to time.

### The PCC is not obliged to increase your salary and you have no contractual entitlement to a salary review or increase in any year. You will be notified in writing of any change to your salary. For the avoidance of doubt, after notice has been given by either party to terminate your employment, you will not be entitled to a review of Basic Salary.

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### **Deductions**

### The PCC has the right during your employment, or on the termination of your employment, howsoever arising, to deduct from your pay or any other sums which the PCC may owe you, any sums which you may owe the PCC, including, without limitation:-

### any overpayment of salary or benefits,

### outstanding loans, including season ticket loans and interest thereon,

* personal expenses incurred by you which are required to be paid to a third party,

### advances on expenses or salary,

### insurance excesses payable by the PCC due to your fault or negligence,

### cost of repairing damage or loss to the PCC’s property caused by you,

### any direct loss caused to the PCC by you,

### any salary paid to you during a period of unauthorised absence,

### driving offences, parking fines,

### excess holiday and any other money owed by you to the PCC,

### costs incurred by the PCC due to your non-attendance at booked training events,

### over use of PCC mobile telephones for personal use, above the agreed PCC limits.

### By signing this Contract you consent to such deductions being made.

### **Hours of Work**

### Your hours of work are as stated above, however, there will be a requirement for you to work flexibly according to the needs of the PCC. You are entitled to an unpaid break of 30 minutes / one hour for lunch and times should be agreed with your line manager.

### You may be required to work such additional hours as may be necessary for the proper performance of your duties. This may include additional hours on a Saturday or Sunday or a Bank Holiday as required. Overtime will not be paid in respect of hours worked in excess of normal working hours except in exceptional circumstances and with the prior approval of the PCC.

### You agree that your average working time can exceed 48 hours in any seven day period. You may withdraw your agreement to this at any time by giving the PCC three months’ written notice. If you give us such notice, this will not affect the rest of your contract of employment.

### **Holidays**

### You are entitled, in addition to the normal English bank and public holidays, to [insert number of days] days’ holiday in a full holiday year, pro-rated for the current holiday year.

### The Holiday year runs from [insert date] to [insert date]. Holidays must be taken at times convenient to the PCC and as much notice as possible of your intention to take holiday must be given.

### No more than two working weeks’ may be taken at any one time unless agreed in writing with your line manager. You must give your line manager at least two weeks’ notice if you wish to take more than five consecutive days’ holiday.

### You will not accrue additional holiday for any overtime worked above your contractual hours.

### If your employment commenced part way through the holiday year, your entitlement to holidays during that year will be calculated on a pro rata basis for each complete week worked. Upon joining, holiday accrues at the rate of 0.38 days for each completed week of service. You will not be permitted to take any holiday during your probationary period other than your accrued holiday for the calendar year or as agreed by your line manager.

### On the termination of your employment you will be entitled to be paid for holidays accrued but untaken as at the date of termination of employment and deductions from your final payments due upon the termination of employment will be made in respect of any holidays taken in excess of entitlement. You may be required to take holiday during your notice period.

### **Other Paid Leave**

### 10.1 Subject to you meeting the relevant statutory eligibility and notification requirements, and complying with the provisions of the PCC’s associated policies and procedures, you may be entitled to other paid periods of leave as provided for in this clause. This includes maternity leave, paternity leave, adoption leave, parental leave, shared parental leave, parental bereavement leave, dependants leave, leave for public duties, compassionate leave and training and study leave (if applicable). Full details of such leave and the applicable terms and conditions are set out within the PCC’s current policies and procedures which can be found in the Staff Handbook. These policies and procedures are not contractual and may be amended by the PCC from time to time.

### **Sickness Absence**

### If you are absent from work on account of sickness, injury or for any other reason, you must personally notify your line manager by calling them by telephone at least two hours before your start time OR by no later than [insert time] on the first working day of the absence and you should inform them of the reason for your absence. Any absence must be properly explained and you must inform your line manager of your expected length of absence and when you expect to return so that adequate cover can be arranged. You must contact your line manager daily for the first five days and if your absence goes beyond five days, you should agree with your line manager the frequency of contact required.

### In respect of absence lasting less than seven calendar days, you need not produce a Fit Note from a Doctor, a Nurse, an Occupational Therapist, a Pharmacist or a Physiotherapist unless you are specifically requested to do so. You must, however, complete a self-certification form on the day you return to work after such absence.

### In respect of absence lasting more than seven calendar days, you must on the eighth calendar day of absence, provide a Fit Note from your GP stating the reason for your absence and thereafter provide a Fit Note each week to cover any subsequent period of absence.

### The PCC reserves the right to ask you at any stage of absence to produce a Fit Note and/or to undergo a medical examination by an independent doctor or specialist at its own expense. You agree that the results of such examinations may be disclosed to the PCC or its medical or professional advisers.

### You are entitled to Statutory Sick Pay (SSP) paid in accordance with prevailing regulations. SSP is currently paid from the fourth consecutive day of sickness. All sickness payments are strictly subject to you complying with the notification requirements set out above.

* 1. The PCC reserves the right not to permit you to return to work after sickness absence until a doctor has given you a medical examination and accepted that you are fit to return to work.

### **Pension**

### The PCC will automatically enrol you into its chosen Workplace Pension Scheme after three months of service has been completed. If you wish to join the pension scheme sooner, please contact [insert responsible individual].

### Full details of the Scheme will be provided to you at or prior to enrolment and you have the right to opt out of the Scheme if you wish. Further details regarding the Scheme are available from the PCC.

### **Notice of Termination of Employment**

### Subject to clause 4.3 and after the successful completion of the probationary period, the PCC or the employee may terminate this contract at any time by giving the relevant notice in writing as outlined above.

### You agree that the PCC may, in its absolute discretion, terminate your employment at any time and with immediate effect by notifying you of such termination and paying a sum in lieu of notice (Payment in Lieu) equal to the basic salary (as at the date of termination) which you would have been entitled to receive under this contract during the notice period referred to in clause 14 (or, if notice has already been given, during the remainder of the notice period) less tax and national insurance contributions. If the PCC decides that you are required to work during your notice period you will not be eligible for Payment in Lieu. For the avoidance of doubt, the payment in lieu shall not include any element in relation to:

 13.2.1 Any bonus or commission payments that might otherwise have been due during the period for which the Payment in Lieu is made;

 13.2.2 Any payment in respect or in lieu of benefits which you would have been entitled to receive during the period for which the Payment in Lieu is made; and

13.2.3 Any payment in respect of any holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.

### You shall have no right to receive a Payment in Lieu unless the PCC has exercised its discretion in clause 14.2.

### Nothing in these particulars of employment shall prevent the PCC from terminating your employment without notice or a Payment in Lieu if the PCC reasonably believes you to be guilty of any type of gross misconduct or gross negligence or if you commit any serious breach of any material term in this Contract.

### **Criminal Records**

### You are obliged to inform the PCC if you are convicted of a criminal offence at any time during the course of your employment.

### The PCC reserves the right to undertake basic level criminal record checks on you during the course of your employment and you agree to complete the appropriate application and consent form in order for the PCC to process these checks.

### **Confidentiality**

### You must not at any time during or after your employment directly or indirectly disclose, use or exploit for your own purposes or those of any other third party any Confidential Information or your knowledge of that Confidential Information.

### During your employment you must use your best endeavours to prevent the unauthorised use or disclosure of any Confidential Information whether by any other employee or agent of the PCC or otherwise.

### The ban on the disclosure of Confidential Information does not prevent you from disclosing information which you are entitled to disclose under the Public Interest Disclosure Act 1998, provided that you make such disclosure in an appropriate way to an appropriate person having regard to the provisions of the Act.

### At any time during your employment at the request of the PCC or automatically on the termination of your employment you shall immediately deliver to the PCC or otherwise on request all plans, statistics, correspondence, documents, records, papers, (including, without limitation, records and papers relating to the customers and their dealings with the PCC, including information relating to pricing levels, discounts and services purchased) property, computer disks or tapes and equipment (including any computer equipment or telephones) belonging to the PCC or relating to its affairs which may be in your possession or control or any copies thereof.

### You agree that you will not during your employment, without the prior permission of a member of the executive management team, make any statement to the media and that you will immediately notify [insert job title] if you are approached by anyone for any information.

### **Disciplinary and Grievance Procedures**

### If you have a grievance regarding your employment you should, in the first instance, try to resolve it informally, if this is not possible you should follow the PCC’s grievance procedure.

### The PCC has non-contractual disciplinary and grievance procedures which are contained within the Staff Handbook.

### **Data Protection Act**

### To properly carry out your duties under this contract, we need to be able to process personal data relating to you. For further details on our approach to processing personal data please refer to the PCC’s Data Protection Policy (included in the Staff Handbook) as updated from time to time, together with any relevant privacy notice which has been issued to you, both of which may be revised at the PCC’s absolute discretion.

### You are required to comply with the terms of the PCC’s Data Protection Policy as updated from time to time throughout your employment. Any breach of the requirements under that Policy may result in disciplinary action.

### **Changes to your Terms of Employment**

### The PCC reserves the right to make changes to your terms and conditions of employment.

### **Miscellaneous**

### There are no collective agreements that apply to your employment.

### Termination of this contract howsoever caused shall not affect any provisions which are intended to operate after termination.

### Notices served under this contract will be deemed to be served immediately if served personally, by e-mail and 48 hours from the date of posting to the other parties’ last known address. The PCC will always aim to serve notice personally unless it is not reasonably practicable to do so.

### Any reference to the PCC in this contract shall include any “Associated Employer”. Associated Employer means any PCC which is a subsidiary or parent undertaking of the PCC or which is a parent or subsidiary undertaking of any parent or subsidiary undertaking of the PCC, within the meaning of sections 1159 and 1162 of the Companies Act 2006. The PCC reserves the right to task you to work for an Associated PCC on a temporary or permanent basis without additional remuneration.

### The Contract is the whole agreement between you and the PCC and supersedes all previous agreements whether oral or in writing. English law shall govern the validity, construction and performance of this contract, which is subject to the non-exclusive jurisdiction of the courts of England and Wales.

**Please acknowledge receipt of this statement of the terms and conditions of your employment by signing below and returning one full copy to the PCC.**

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For and on behalf of Date

**[Insert Legal Entity]**

I acknowledge that I have received a statement of the particulars of my employment as required by the Employment Rights Act 1996 Section 1 and confirm my agreement that this constitutes my contract of employment with **[Insert Legal Entity]**

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Signature of **Employee** Date