

**CONTRACT OF EMPLOYMENT
STATEMENT OF PARTICULARS OF EMPLOYMENT
(Employment Rights Act 1996)**



**PEAK
DISTRICT
NATIONAL
PARK**

From: (Employer)

**Peak District National Park Authority
Aldern House
Baslow Road
Bakewell
Derbyshire, DE45 1AE**

(hereinafter referred to as "the Authority")

To: (Employee) []

This statement gives details of your terms and conditions of employment with the above named employer and is correct at: **DD MM YYYY**

DATE OF COMMENCEMENT OF EMPLOYMENT AND PERIOD OF CONTINUOUS EMPLOYMENT

- (a) Your employment commenced with the Authority on [DD MM YYYY]
- (b) Your previous employment with [] counts as part of a period of continuous employment. Your date of continuous service for statutory rights is [DD MM YYYY]
- (c) Your employment will end on [], unless this contract is terminated earlier than that date by the availability of external funding or due to an operational reason.
- (d) If you have previous continuous service with an organisation covered by the Redundancy Payments (Local Government) (Modification) Orders (which covers local authorities and related bodies) this will be included in calculating your entitlement to:
 - Redundancy payment
 - Occupational sickness leave and pay
 - Annual leave
 - Occupational maternity leave and pay

JOB TITLE (and duties):

- (a) Your post title is:[]
In the [] Service of the [] Directorate
- (b) You are required to undertake the duties as set out in your job description, which is attached. It does not form part of your contract of employment. Your duties may be changed through consultation due to changing organisational needs within the level of responsibilities and grading of the post.
- (c) You may be required from time to time to undertake such other duties as Authority may reasonably require
- (d) You will be responsible to [*post title*]

JOB LOCATION:

- (a) Your place of employment shall be at: []
- (b) However, due to organisational/operational needs this Authority, through consultation, may require you to work elsewhere within the National Park area.

SALARY:

(a) Your commencing salary is £[] per annum <i>pro rata your hours of work</i>	Salary Grade: []	
(a) Your commencing rate of pay is £[] per hour, equivalent to £[] per annum	Salary Grade: []	
Salary Scale range: []	Spinal Column Point range: []	
(b) You will be paid calendar monthly in twelve equal payments by direct credit to either a bank or building society on or around the 25 th day of each month.		
(b) You will be paid by direct credit to either a bank or building society account following the completion of a timesheet. Payments are made one month in arrears on or around the 25 th day of each month.		
(c) Any increment(s) will be payable on the anniversary of appointment		
(d) This Authority is authorised to deduct any sums due to it from your salary.		
(e) The following allowance is payable for your normal working pattern:		
Inconvenience allowance payable per month in recognition of any overtime, weekend and bank holiday work you are required to undertake as part of your normal working pattern.	YES/NO	£[]
Statutory Officer allowance	YES/NO	£[]

HOURS OF WORK:

(a) Normal working hours: [<i>contractual hours per week</i>], with half hour unpaid lunchbreak. The maximum continuous period you are allowed to work without a break is 6 hours.							
(b) Normal Working pattern	Mon	Tue	Wed	Thu	Fri	Sat	Sun
(c) Your normal working arrangements are as stated above but this Authority reserves the right to alter working hours as necessary.							
(d) Eligible to participate in the Flexitime Scheme:						YES/NO	
(e) Full-time/Part-time/Job Share/Fixed term/Temporary						[]	

OVERTIME AND PAY:

- (a) (*Contracts up to and including Scale G*) You will not normally be expected to work overtime. However, if you are required to do so, any overtime exceeding 30 minutes on any one day shall be paid at a rate of double time for work on a Sunday and Bank Holiday, and time and a half for work at any other time.
- (a) (*Contracts on Scale H and above*) You are not entitled to paid overtime above 37 hours per week. However, the nature of your work may require you to work over your contractual hours and the Authority's note on overtime for senior staff applies.
- (b) Part time staff – extra time above your normal contract hours may be available paid at plain time rates up to 37 hours per week.

LEAVE ENTITLEMENT:

(a) The annual leave year for all staff is from 1 April to 31 March with an entitlement of 25 days (5 weeks) per year rising to 30 days (6 weeks) after 5 years' continuous local government service, plus statutory Bank Holidays.

(b) Leave entitlement is based on contractual hours only

(c) From the commencement of your employment, your paid leave entitlement will be at the (pro rata) rate of full time entitlement of []days per calendar year, plus 8 days statutory holidays. Your leave accrues on a daily basis.

(d) If you leave this Authority with some leave entitlement not taken in the current leave year, you will be paid on your last day of employment a sum representing pay for the number of days not taken. Any leave taken in excess of your pro rata entitlement will be deducted from your final salary payment.

PENSIONS:

All employees aged under age 75 who have specified contractual hours for a period in excess of three months are eligible to join the Local Government Pension Scheme (LGPS). Please note that provided you meet these criteria you will automatically be put into the Pension Scheme unless you opt out.

A copy of the employee's guide to the LGPS can be viewed at www.lgps.org.uk. This provides full details of the benefits of belonging to the Scheme.

As a member of the Scheme you will be required to contribute the percentage of your salary as set out in the table below. We will also contribute to the scheme on your behalf, with the employer contribution to the scheme being determined at each triennial valuation of the Pension Fund by the Fund's appointed actuary.

Pay Band	2014 Contribution Rates	Employee contribution rate (%)
1	Up to £13,500	5.5%
2	£13,501 - £21,000	5.8%
3	£21,001 - £34,000	6.5%
4	£34,001 - £43,000	6.8%
5	£43,001 - £60,000	8.5%
6	£60,001 - £85,000	9.9%
7	£85,001 - £100,000	10.5%
8	£100,001 - £150,000	11.4%
9	More than £150,000	12.5%

Actual pensionable pay, including non-contractual overtime.

Notes:

1. The pensionable pay figures will be increased annually in line with the cost of living
2. It is our policy to set contribution rates based on pensionable pay as at 1 April each year and not to make any changes during the year. So, even if your pensionable pay were to change during the year such that it fell into a different contribution band, your contribution rate would not change until re-assessment the following 1 April.

ABSENCE DUE TO SICKNESS OR INJURY:

(a) Your entitlements (and conditions relating to such entitlements) during any absence due to sickness or injury are as set out in the National Joint Council Agreement for Local Government Services. Paid sickness entitlement varies according to length of service:

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

You should note that your sickness entitlement is based on contractual hours and is only payable for your normal working days.

(b) You must follow the reporting and other requirements in this Authority's Absence Management Policy in order to qualify for paid sickness absence.

NOTICE TO TERMINATE:

(a) The minimum period you are required to give to terminate your employment is [] months in writing.

(b) The minimum period of notice you are entitled to receive is as detailed above or, one week for each year of continuous service up to a maximum of 12 weeks, whichever is the greater.

(c) Gross misconduct will render you liable to instant dismissal without pay in lieu of notice.

(d) This Authority reserves the right to pay you a payment equal to the remuneration due for the relevant period of notice rather than requiring you to work your notice period.

COLLECTIVE AGREEMENTS AND POLICIES

Your terms and conditions of employment are subject to and may be automatically changed by:

- The provisions of the national agreement of the National Joint Council of Local Government Services as set out in the 'Green Book' which can be obtained from Human Resources Service.
- Appropriate agreements negotiated from time to time by the East Midlands Councils
- Local collective agreements negotiated from time to time with UNISON, the Trade Union recognised by this Authority. These local agreements may vary National and Provincial conditions.

The policies listed below are important documents with which you should be familiar but they do not form part of your contract of employment and may be changed from time to time in consultation with UNISON and Staff Committee:

- Absence Management Policy
- Appeals Policy
- Equality Policy
- Family Friendly Policy
- Flexible Working Policy
- Health and Safety Policy
- Joint Performance and Achievement Review process
- Learning and Development Policy
- Managing Change Policy
- Safeguarding Policy
- Statement on Harassment at Work

MEMBERSHIP OF A TRADE UNION

You have the right to join a trade union and to take part in its activities. Details of the specified trade unions on the appropriate negotiating body are available for you to refer to from the Human Resources Office.

Details are also available about our local collective bargaining arrangements.

CONDUCT:

(a) Employees are required to maintain conduct of the highest standards such that public confidence in their integrity is sustained.

(b) You are bound by the Authority's Code of Conduct for Employees. This includes supporting Policies and Guidance of:

- Anti-Fraud and Corruption Policy
- Confidential Reporting Policy
- Guidance on the personal use of Email-Internet-IT equipment (taken from the e-Policy)
- Guidance on declaring personal interests
- Guidance on declaring gifts and hospitality
- Guidance on requests to engage in another business or take on an additional appointment

Please read these documents carefully as they explain the standards of conduct we expect of you.

(c) Employees grade on Scale H or above may not engage in any other business or take up any additional employment of a casual nature without the express consent of the appropriate Director

DISCIPLINARY AND GRIEVANCE PROCEDURE:

(a) The disciplinary and grievance procedures applicable to your employment are attached to this agreement. Please read carefully. They are for guidance only and do not form part of your contract of employment.

(b) If you wish to appeal against a disciplinary decision, you may apply in writing to the Head of HR in accordance with the disciplinary procedure.

(c) If you wish to raise a grievance relating to your employment you should discuss the matter initially with your immediate line manager.

DATA PROTECTION OF PERSONNEL RECORDS

(a) Employees are required at all times during their employment to comply with the provisions of the Data Protection Act 1998 and with any policy introduced by this Authority to comply with the Act.

(b) Our personnel records are stored on computer. The Authority is registered for this purpose under the Data Protection Act 1998. You consent to the processing by the Authority of personal data relating to you as necessary for the performance of the contract of employment and/or the conduct of the Authority's business. You will be able to see any data held for yourself and to have a printed copy of your own computerised records

(c) Without prejudice to the generality of (a) and (b) above, you explicitly consent to the Authority processing any sensitive personal data relating to you, including any self-certificates, doctors' certificates, medical reports, details of trade union membership and details of criminal convictions as necessary for the performance of your contract and/or the conduct of the Authority's business.

DISCLOSURE AND BARRING SERVICE (DBS) CHECKS

(a)Your post has been identified as one where there is some likelihood of unsupervised access to children as part of your normal duties. Accordingly the Authority reserves the right, as a condition of your employment, to undertake checks on your background with the Disclosure And Barring Service in determining your suitability to being appointed and remaining appointed, through periodic checks in this post.

(b)You are required to declare any existing or future pending prosecutions, criminal convictions, bindover orders or cautions in confidence to the Head of Human Resources.

POLITICALLY RESTRICTED POST

(a)This is not a politically restricted post within the meaning of the Local Government and Housing Act, 1989.

(a)This is a politically restricted post within the meaning of the Local Government and Housing Act, 1989 and the implications of this are given in the note attached to this statement. Please note that if you contravene the stipulations at paragraphs 1 (Elections) and 2 (other Activities) you will be in breach of your contract and disciplinary action, including possible dismissal, in accordance with the Authority's Disciplinary Procedures will be taken.

RESIDENTIAL CONDITIONS

As a condition of your employment as an Area Ranger and in order to meet the requirement to provide

ACKNOWLEDGEMENT OF RECEIPT/ACCEPTANCE OF APPOINTMENT

Please sign and return the attached copy statement to indicate your acceptance of its terms. If you have any questions about the meaning of any clause, please do not hesitate to contact the HR Office.

Employee's signature.....Date.....

Signed on behalf of the Authority.....Date.....