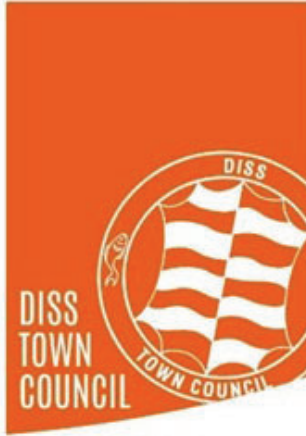




Town Clerk (CEO)
Mrs S. Villafuerte-Richards (CiLCA)

Our Ref: EX 03.09.25
Date: 29/08/2025

Committee Membership:

S. Browne, D. Craggs (Vice-Chair & ex-officio), A. Goulder, K. Murphy, R. Peaty (Chair), J. Robertson (ex-officio) & L. Sinfield

For Information:

Councillors D. Collins, C. Dente, S. Kiddie, A. Kitchen & J. Welch
Town Clerk

Diss Express

Diss Town Council
Council Offices, 11-12 Market Hill,
Diss, Norfolk, IP22 4JZ

Telephone: 01379 643848
Email: towncouncil@diss.gov.uk

Notice Of Meeting

Dear Members of the Public and Press,

You are cordially invited to attend a meeting of **Executive Committee** to be held in the **Council Chamber** at **Diss Corn Hall** on **Wednesday 3rd September 2025** at **7.15pm** to consider the business detailed below.

Town Clerk / Chief Executive Officer

Agenda

1. Apologies

To receive and consider apologies for absence.

2. Nomination of Substitute Representatives

To note nominated substitute representatives attending in place of those who have sent their apologies.

3. Declarations of Interest and Requests for Dispensations¹

To note any declarations of member's pecuniary and/or non-pecuniary/other interests pertaining to items on the following agenda, to note any dispensations granted in respect of business to be discussed and to consider any requests for dispensations.

4. Minutes

To confirm as a true record, the minutes of the Executive Committee meeting held on Wednesday 4th June 2025 (copy herewith).

5. Public Participation

To consider a resolution under Standing Orders 3d to 3h to suspend the meeting to hear comments from members of the public on items to be discussed on the agenda (*the period of designated time for public participation is 20 minutes, unless directed by the Chair of the meeting, and individual members of the public are entitled to speak for a maximum of five minutes each*).

6. Items of Urgent Business

To discuss any item(s) of business which the Chair or Town Clerk has previously been informed at least 24 hours before the meeting and decides should be considered as a matter of urgency (*Councillors are reminded that no resolutions can be made under this agenda item*).

7. Staff Contracts and Handbook

- a) To review and adopt new staff employment contracts as recommended by the Council's contracted HR employment law advisors (report reference 22/2526 to be tabled).
- b) To note that a revised employee handbook containing all Council policies has been reviewed by Worknest and will be emailed to all members for consideration at a future Full Council meeting.

8. Visit Diss

To consider a recommendation to approve the transition of the Visit Diss website from WordPress to Wix, with associated costs of £200 set-up and £100 annual hosting (copy details herewith).

9. Diss Museum

To note that the Museum is planning a significant interior upgrade to its displays and to appoint members to review and renew the expired lease.

10. Progress Report

To note progress on decisions made at the last meeting of this committee.

11. Date of Next Meeting

To note that the next meeting of the Executive Committee is scheduled to take place on Wednesday 3rd December 2025 at 7.15pm.

12. Public Bodies (Admissions to Meetings)

To consider a resolution under the Public Bodies (Admissions to Meetings) Act 1960 and Standing Orders 3d to exclude members of the public and press in order to discuss the following item which is properly considered to be of a confidential nature.

13. Staffing

To receive a confidential verbal update regarding staffing changes.

Notes

1 - Council has a statutory legal duty under the Localism Act 2011 s2 and has adopted a code dealing with the conduct that is expected of members in order to promote high standards of conduct as required by the Act. Members' disclosable pecuniary interests are kept on a register available to view on the Council's website. Allegations about the conduct of a councillor may be made to the district council's monitoring officer. Diss Town Council has also adopted a dispensation policy.

The reports and enclosures referred to in this agenda are available (unless marked confidential) for public inspection at the Council Offices during normal opening hours or on our website at <https://www.diss.gov.uk/executive>.

Diss Town Council

Minutes

Draft

Minutes of the meeting of the **Executive Committee** held in the **Council Chamber** at **Diss Corn Hall** on **Wednesday 4th June 2025** at **7.15pm**.

Present: Councillors: D. Craggs (Vice-Chair & ex-officio), R. Peaty (Chair), J. Robertson (ex-officio)

In attendance: Sarah Villafuerte-Richards (Town Clerk / Chief Executive Officer)
Cllrs Dente, Kiddie & Welch

EX0625/01 Election of Chair of the Executive Committee for the Municipal Year 2025/26
Members considered the election of the Chair to the Executive Committee for the municipal year 2025/26. It was

Resolved: to elect Councillor Peaty as Chair for the municipal year 2025/26.

EX0625/02 Apologies

Councillor's Name	Apologies Received	Absent Without Apology	Reason / Approval
S. Browne	☒	☐	Medical appointment
A. Goulder	☒	☐	On holiday
K. Murphy	☒	☐	On holiday
L. Sinfield	☒	☐	On holiday

EX0625/03 Election of Vice-Chair of the Executive Committee for Municipal Year 2025/26
Members considered the election of the Vice-Chair to the Executive Committee for the municipal year 2025/26. It was

Resolved: to elect Councillor Craggs as Vice-Chair for the municipal year 2025/26.

EX0625/04 Nomination of Substitute Representatives
Cllrs Dente, Kiddie & Welch substituted for councillors Goulder, Murphy and Sinfield.

EX0625/05 Declarations of Interest

Minute No.	Councillor's Name	Personal/Other Interest	Pecuniary Interest	Reason
EX0625/10	D. Craggs	☒	☐	This councillor is both the Internal Controls Councillor and Town Mayor

EX0625/06 Minutes
Members received the minutes of the Executive Committee meeting on Wednesday 15th January 2025. It was

Resolved: To approve the minutes of the meeting of the Executive Committee held on Wednesday 15th January 2025 as a true record and were signed by the Chair.

EX0625/07 Public Participation
There were no members of the public in attendance.

EX0625/08 Items of Urgent Business
There were no items of urgent business raised.

- EX0625/09 Banking**
Members received an update regarding the banking decisions made at the February Full Council meeting. It was noted that due to Carnival workload, the meeting to apply for the Unity Trust bank account had been postponed until next week.
(Action: Clerk / Finance Officer; 11.06.25)
- EX0625/10 Internal Controls Councillor**
Members considered amending clause 2.6 of the recently adopted Financial Regulations to allow the Mayor to continue as the Council's Internal Controls Councillor. It was
Resolved: to amend clause 2.6 of the Financial Regulations to allow the Mayor to continue as the Council's Internal Controls Councillor.
(Action: Clerk; immediately)
- EX0625/11 Data Protection**
Members considered quotes received for outsourcing a data protection audit (report reference 08/2526). It was agreed appropriate for someone other than the Clerk to undertake the review due to a conflict of interest and external expertise whilst noting that significant staffing resource has been lost since July 2024. It was
Resolved: a) To appoint Contractor D to undertake a one-off data audit for £650 allocated to Legal, Financial & Professional Fees (budget code 4675).
b) To set up a budget code for data protection for £650 + 10% each year from 2026-27 onwards subject to liaison with Contractor D regarding review frequency.
(Action: Clerk; immediately)
- EX0625/12 Asset Register Review**
Members noted the contents of the report reference 09/2526 regarding the Asset Register Review. It was also noted that the impact of the recent valuations will be advised by Zurich in due course.
(Action: Clerk; once received)
- EX0625/13 Progress Report**
Members noted progress on decisions made at the last meeting of this committee.
- EX0625/14 Date of Next Meeting**
Members noted that the next meeting of the Executive Committee is scheduled to take place on Wednesday 3rd September 2025 at 7.15pm.
- EX0625/15 Public Bodies (Admissions to Meetings)**
Members considered a resolution under the Public Bodies (Admissions to Meetings) Act 1960 and Standing Orders 3d to exclude members of the public and press in order to discuss the following item which is properly considered to be of a confidential nature.
- EX0625/16 Staffing Review**
Members received a confidential update regarding the staffing review by LCC Associate. He met with all staff and the Chair & Vice-Chair of the Executive committee, has reviewed all job descriptions and is due to present his draft report for discussion at a meeting with the Clerk, Chair and Vice-Chair of the Executive Committee next week prior to consideration by the June Full Council meeting.
(Action: Clerk / RP / DC; by 18.06.25)

Meeting closed: 7.40pm.

Councillor R. Peaty
Chair



DISS TOWN COUNCIL

Council Offices, 11-12 Market Hill,
Diss, Norfolk, IP22 4JZ.
Telephone & Fax: (01379) 643848
Email: towncouncil@diss.gov.uk
Website: www.diss.gov.uk

Report Number:
22 / 2526

Report to:	Executive committee
Date of Meeting:	3 rd September 2025
Authorship:	Town Clerk
Subject:	Staffing contracts & handbook

Introduction

1. Worknest, the Council's contracted HR & employment law advisors, have reviewed the staffing contracts and recommended changes.
2. The majority of the changes are best practice updates, which provide greater legal protections, which they recommend that all of their clients (including all of their Council clients) adopt.

Contract type

3. Appendix A shows the tracked changes on the standard contract with a clean version at Appendix B. Appendix C shows the tracked changes on an annualised hours contract, which applies to two members of staff on the outdoor team who do the 5- and 3-day litter rota with a clean version at Appendix D.
4. The highlighted sections will be completed with the individual staff details post this meeting.
5. Only sections 5, 7, 8 & 9 differ between the two types of contracts.

Changes

6. A short overview of the changes are listed below:
 - a) Clauses 2, 4 & 5 - Best Practice updates, though clause 5 updates will only be applicable for certain roles.
 - b) Clause 9 - Holiday - Legislative and best practice updates - In January 2024, the UK government introduced significant changes to holiday legislation, particularly for irregular hours and part-year workers, establishing a statutory definition of 'normal pay' to include commission and regular overtime, allowing for rolled-up holiday pay, and implementing a 12.07% holiday accrual rate. Your contracts have been updated to clarify how leave is accrued, deemed to be taken and how pay is calculated when leave is taken.
 - c) Clause 10 - Best practice - Additional information has been included in Appendix 1 which relates to Green Book* sick pay terms.
 - d) Clause 12 - Legislative and best practice updates - Introduction of neonatal care leave and additional paid leave (which is legally required to be in the contract).

e) Clause 16-18, 22-24 & 26-28 - Best practice updates.

*The NJC Green book serves as the authoritative national agreement for local government workers' terms and conditions, guiding how their pay and benefits are determined.

Employee handbook

8. Worknest has also reviewed the Council's employee handbook of policies and recommended both legislative and best practice changes. This totals 80 pages, and will be circulated to all members and considered by the next appropriate Full Council meeting to provide sufficient time to review.
9. This includes guidance on the Duty to Prevent Sexual Harassment, which should be read in conjunction with the Harassment and Bullying policy in the handbook.

Recommendations

1. To approve the revised contracts to be issued to all staff post meeting.
2. For members to review the revised employee handbook of policies for consideration at a future Full Council meeting.



CONTRACT OF EMPLOYMENT

1. Parties to Contract

This contract of employment is made between:

Diss Town Council of 11-12 Market Hill, Diss, Norfolk, IP22 4JZ (referred to in this contract as “we”, “us” or “the Council”)

and

_____ (Name) of _____ (Address) (referred to in this contract as “you” or “your”).

2. Employment Dates

~~FOR PERMANENT EMPLOYEES~~ Your employment under this contract begins on [INSERT].
~~Your period of continuous employment for statutory purposes [began/begins] on [INSERT].~~

~~OR~~

~~[Include only if Fixed Term, otherwise delete: Your employment under this contract begins on [INSERT] and is for a fixed term of, [INSERT] and therefore will automatically terminate on [INSERT] without the need for further notice. We reserve the right to terminate this employment during the fixed term period, by providing you with the required notice, or otherwise in accordance with the terms of this contract of employment.]~~

Your period of continuous employment for statutory purposes [began/begins] on [INSERT].

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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.

[The National Agreement on Pay and Conditions of Service of the National Joint Council \(NJC\) for Local Government Services \(the Green Book\) applies to your employment to the extent that those terms are compatible with the terms of this contract and any relevant Council policies and legislation. In the event of any conflict between the Green Book and this contract, the terms of this contract any relevant policies will prevail.](#)

3. Probationary Period

The first six months of your employment will be a probationary period. We may bring your employment to an end during your probationary period at any time by giving one week's

written notice, which we can at our discretion pay in lieu. We may, at our discretion, extend the probationary period. During this probationary period we will carefully monitor your performance and suitability for your role.

If you are absent from work due to incapacity during your probationary period for a period which exceeds ~~four~~ one week your probationary period will be extended by the period of your absence to allow adequate monitoring of performance.

At the end of the probationary period you will be informed in writing if you have successfully completed your probationary period. If you do not receive any written confirmation, you should assume that your probationary period continues.

4. Job Title

You are employed as [INSERT]. We reserve the right to reasonably amend your duties in line with business needs.

You warrant that you are entitled to work in the UK without any additional approvals. You must notify your manager immediately if you cease to be so entitled at any time during your employment.

You are required at all times to comply with our rules, policies and procedures in force from time to time including those contained in the Employee Handbook. The Employee Handbook does not form part of this contract and we may amend it at any time. To the extent that there is any conflict between the terms of this contract and the Employee Handbook, this contract shall prevail.

5. Remuneration

We will pay you £[INSERT] per year which corresponds with Local Council Pay Spinal Column Point [NUMBER]. We will pay you at monthly intervals on or about the 25th of each month directly into your bank account.

Subject to satisfactory performance, you will progress automatically through the range by annually increments until you reach the maximum salary in the range. Your first increment will be payable on the 1st April (year) 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, or award an additional increment for exemplary performance if it chooses to do so.

One salary point will be added to your salary, up to the maximum of four points, for success in obtaining or already holding any of the following relevant qualifications.

- 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.

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- [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.](#)

6. Normal Place of Work

Your normal place of work is [Council Offices, 11-12 Market Hill, Diss, Norfolk, IP22 4JZ/Diss Youth & Community Centre, 30 Shelfanger Road, Diss, Norfolk, IP22 4EH], but we reserve the right to change this on a permanent basis upon reasonable notice to you.

Due to the nature of the Council's business you may be required to work at any of the Council's current or future sites, clients or customers premises or at such other places on a temporary basis as we shall from time to time direct.

You may also in the performance of your duties be required to travel from your normal place of employment to anywhere within the United Kingdom.

We will not require you to work outside the United Kingdom.

7. Normal Hours of Work

[Your normal contractual hours of work are [NUMBER] hours a week to be worked [e.g. Monday to Friday 9.00am – 5.30pm]. The Council core office hours are 9.30am – 1.00pm.

~~OR~~

~~[Your normal contractual hours of work are [NUMBER] hours a week. These hours will be organised according to a rota system covering [e.g. Monday to Sunday 6.00am – 10.00pm] which will be published one week in advance. Due to the nature of your duties unsociable hours, weekends and bank holidays are considered to be normal hours of work and you will be required to work at these times.]~~

You are entitled to an unpaid break of 20 minutes if you work in excess of 6 consecutive hours, to be taken at a time agreed with your manager.

It is recognised that due to the nature of the Council's business, your working hours will not necessarily coincide with those normal hours. We reserve the right to vary your hours of work (and to vary your pay accordingly), on a temporary or permanent basis, as necessary to meet its business requirements which may include amending shift patterns and/or introducing new shift patterns, which could include weekend or night working and/or reducing hours of work. You may also be required to work such additional hours (including weekends and bank/public holidays) as may be necessary for the proper performance of your duties.

8. Overtime

We may require you to work additional hours (overtime) on a temporary or regular basis.

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If you are required to work additional hours you may take time off in lieu ([TOIL](#)) at a time agreed between you and the Council or you will be paid at your normal basic rate for those hours. Additional hours worked over and above the normal full-time working week of 37 hours will be reimbursed at current NJC rates. Exceptional additional hours required to be worked must be approved by the Council.

All overtime that you carry out must be expressly approved in advance by the Clerk failing which you will not be paid [/receive TOIL](#) for any work that you do in addition to your normal hours of work.

9. Holiday

Our holiday year runs from 01 April to 31 March.

Your holiday entitlement is [32](#) days inclusive the 8 normal bank holidays ~~and 3 additional statutory leave days, to be taken as determined by the Council.~~ However, because of the nature of our business you may be required to work on any of the public/bank holidays, and it is a condition of employment that you work on these days when required to do so. ~~Holiday entitlement is pro-rata for part-time employees.~~

Your annual leave entitlement increases, in recognition of length of service to [37](#) days after five years continuous service. ~~In addition to the above you are entitled to 2 statutory leave days to be taken as determined by the Council.~~

~~Our holiday year runs from 01 April to 31 March.~~ Holiday entitlement is pro-rata for part-time employees. In each holiday year, any holiday that you take shall be deemed to be taken in the following order: holiday under regulation 13 of the Working Time Regulations 1998 (WTR), holiday under regulation 13A of the WTR, and any additional contractual holiday.

If your employment starts part way through a holiday year, your holiday entitlement for that leave year shall be calculated on a pro-rata basis.

In order to ensure that you receive the correct amount of statutory annual leave and pay, we reserve the right at any time and with no notice to vary the basis on which your holiday entitlement and pay is calculated if we decide that you should no longer be categorised as a worker entitled to annual leave under Regulations 13 and 13A of the WTR.

Our rules for booking holiday are in the Employee Handbook. You will only be permitted to take holiday where you have asked for and received prior authorisation according to our rules.

We may require you to take holiday on specific days which we shall notify to you in advance. In such circumstances, we will give notice to you at least twice as many days in advance of the start of the holiday as the number of days or part-days holiday that you are required to take.

You cannot carry forward more than 5 days of untaken holiday from one holiday year to the following holiday year, unless you have been prevented from taking it in the relevant holiday year by one of the following: a period of sickness absence or statutory maternity, paternity, adoption, shared parental, parental or parental bereavement, [carer's or neonatal care](#) leave.

In cases of sickness absence, carry-over is limited to four weeks' holiday per year less any leave taken during the holiday year that has just ended. Any such carried over holiday which is not taken within eighteen months of the end of the relevant holiday year will be lost.

~~When on holiday, we will pay you your normal salary. While on holiday your pay will be calculated in accordance with the WTR.~~

~~If your employment ends during the holiday year, we will calculate your holiday entitlement up to that date on the basis of 1/12th of your annual entitlement for each complete month worked. Upon termination of your employment you will be entitled to pay in lieu of any holiday accrued in your last holiday year but not taken. If you have taken holidays in excess of entitlement we shall be entitled to deduct the excess pay from your final salary payment. We will not pay you in lieu of untaken holiday except on termination. On termination we will pay you in lieu of any accrued but untaken holiday for the holiday year in which termination takes place and any untaken days permitted to be carried forward from the preceding holiday year. The amount of the payment in lieu will be calculated as per your holiday pay as set out above. If you have taken holidays in excess of entitlement we shall be entitled to deduct the excess pay from any payment due to you or otherwise.~~

~~[Optional clause where holiday entitlement exceeds the 5.6 weeks statutory minimum: If we have dismissed you or would be entitled to dismiss you immediately without notice or payment in lieu of notice or you have resigned without giving the required notice, such payment in lieu shall be limited to your statutory entitlement under the WTR.]~~

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10. Sick Pay

If you are absent from work due to incapacity you must notify your manager, by telephone, of the reason for your absence as soon as possible but within the first hour of the working day and on each subsequent day after that unless otherwise agreed.

If you are unable to attend work because of sickness or injury, we offer Contractual Council Sick Pay ~~and will pay you:~~ as set out in Appendix 1.

~~Your entitlement to sickness allowance is:~~

Length of Service	Full Pay	Half Pay
1st year of service (After successful completion of probationary period)	1 month	1 month
2nd year of service	2 months'	2 months'
3rd year of service	4 months'	4 months'
4th and 5th year of service	5 months'	5 months'
After 5 years service	6 months'	6 months'

~~For these purposes, we will add up all absences due to sickness or injury in the 12 months before your current absence.~~

In order to be eligible to receive Contractual Sick Pay you must fully comply with our rules and procedures in relation to notifying us that you will be absent because of sickness or injury. These rules and the full procedure to follow are detailed in the Employee Handbook. If you fail to comply with these rules, we reserve the right to pay you only Statutory Sick Pay for your period of absence.

~~Any Contractual Sick Pay you receive is deemed inclusive of any Statutory Sick Pay entitlement.~~

You agree to consent to a medical examination (at our expense) by a doctor we nominate should we require.

If a period of absence due to incapacity is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party in respect of which damages are or may be recoverable, you shall immediately notify the Council of that fact and of any claim, settlement or judgment made or awarded in connection with it and all relevant particulars that the Council may reasonably require. You shall, if required by the Council, co-operate in any related legal proceedings and refund to the Council that part of any damages or compensation recovered by you relating to the loss of earnings for the period of absence as the Council may reasonably determine less any costs borne by you in connection with the recovery of such damages or compensation, provided that the amount to be refunded shall not exceed the total amount paid to you by the Council in respect of the period of absence.

11. Pension

If you are eligible, we will automatically enrol you into the Local Government Pension Scheme after you have been employed by us for three months. Within a month of being enrolled in the Scheme, you can send an opt-out form if you do not wish to be in the Scheme. If you do not opt out, we will deduct your contributions to the pension scheme from what we pay you. Current details of the Scheme and your rights relating to it, and of your and our contributions, will be provided to you separately.

12. Other Paid Leave

You may be entitled to maternity leave, paternity leave, adoption leave, shared parental leave, ~~and~~ parental bereavement leave, [neonatal care](#) and pay in accordance with the current statutory provisions.

You may be eligible to take paid Maternity/**Adoption** Support Leave subject to the rules set out in the Council's policy from time to time which is set out in the Employee Handbook and is in accordance with the current Green Book provisions.

[You may be eligible to take paid Compassionate leave subject to the rules set out in the Council's policy from time to time which can be obtained from the Employee Handbook.](#)

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We may replace, amend or withdraw the Council's policy on any of the above types of leave at any time.

13. Other Benefits

You are not entitled to any 'other' benefits during your employment.

14. Death or Permanent Disablement arising from Assault

In the event of your death or permanent disability arising from a violent or criminal assault suffered by you in the course of or as a consequence of your employment by the Council you will be paid in accordance with section 7 of the Green Book.

15. Training

It is a specific contractual requirement that you attend any training considers necessary which the Council will pay for. This may include the cost of training and development courses or examinations, and payment of mileage expenses and other expenses in accordance with the Council expenses policy. Where the Council considers it appropriate, it shall give you reasonable paid time off for study.

Office based supervisions and training sessions will take place during normal office hours. Should you fail to keep your training up to date or attend scheduled training sessions you may be subject to disciplinary action.

16. Training Recoupment

The Council may undertake to pay for external training courses which are of direct benefit to you and the Council. You agree that if the Council provides such funding and your employment terminates for whatever reason, after we have incurred liability for the cost, while the course is on-going, or in a specified period of time after completion, that you will refund the Council in accordance with the following scale:

- Before the course starts (to the extent we cannot recover from the course provider) or ~~while~~ while the course is on-going or up to 6 months after completion of the course – 100%
- Between 6 months and 9 months after completion of the course – 75%
- Between 9 months and 12 months after completion of the course – 50%.

You agree to the Council deducting the sums under this clause from your final salary or any outstanding payments that might be due to you at the termination of your employment.

~~16.~~17. Termination of Employment/ Contractual Notice

~~[For fixed term contract only – Your employment will automatically end on the expiry of the fixed term specified in the 'Employment Dates' clause unless your employment is terminated earlier.]~~

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Subject to the terms of the probationary clause, we may bring your employment to an end by giving you written notice as follows:

Length of Continuous Service	Notice Requirement
Up to successful completion of probation period	1 week
From completion of probationary period but less than 5 years service	4 weeks
5 years but less than 12 years	1 week per year
12 years or more	12 weeks

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You may bring your employment to an end during your probationary period by giving one ~~weeks-week's~~ written notice and by giving us ~~one month's~~ **4 weeks'** notice in writing thereafter.

We reserve the right to bring your employment to an end at any time and with immediate effect by notifying you that we are exercising our right under this clause and that we will make within ~~{28}~~ days a payment in lieu of notice (Payment in Lieu) or the first instalment of any Payment in Lieu to you. This Payment in Lieu will be equal to your basic salary (as at the date of termination) and will not include any bonus or commission payments, or any payment in respect of benefits which you would have been entitled to receive, or any payment in respect of any holiday entitlement that would have accrued, during the period for which the Payment in Lieu is made.

~~We may pay any Payment in Lieu in equal monthly instalments until the date on which the notice period referred to above would have expired if notice had been given. You shall be obliged to seek alternative income during this period and to notify us of any income you receive. The instalment payments shall then be reduced by the amount of such income.~~

We reserve the right to bring your employment to an end immediately without notice or payment in lieu of notice (a) in any case where you are found to be guilty of gross misconduct; (b) if you cease to be entitled to work in the United Kingdom. In that case we shall also be entitled to recover from you any Payment in Lieu (or any instalments) already made.

We may require you to take (or not to take) any outstanding accrued holiday entitlement during your notice period.

Upon or within one month of termination of your employment you are required to surrender to the Council any documents or materials that you have been holding on behalf of the Council.

17.18. Garden Leave

We reserve the right to require you to remain away from work during the notice period. Where we require you to remain away from work during the notice period (whether you or the Council gave notice) you are required to comply with all other terms of this contract and

any other conditions laid down by the Council. Whilst on full pay, you will not be permitted to work for any other person, Company, corporate body or on his/her own behalf, without the Council's prior written permission.

18.19. Disciplinary and Grievances

Our current disciplinary rules and the disciplinary and grievance procedures which apply to your employment are contained in the Employee Handbook.

These procedures do not form part of your contract of employment and we may amend them from time to time at our discretion. If you wish to appeal against a disciplinary decision you may apply in writing to the person named in the outcome letter in accordance with our disciplinary procedure.

If you wish to raise a grievance, you may apply in writing to Council Leader and the Chair of the Executive Committee in accordance with our grievance procedure.

We reserve the right to suspend you (with the continued payment of your salary and any other contractual benefits) pending any investigation into any potential dishonesty, gross misconduct or other circumstances which might lead to dismissal for such period as we think fit.

19.20. Outside Interests

During your employment, unless you have our prior written permission, you must not be involved in any business or activity which in our reasonable opinion affects your ability to devote the whole of your time and attention during working hours to our business or conflicts with the interests of or causes damage to our goodwill. You must give us full details of your involvement in outside employment or business. We will treat failure to do so as a disciplinary matter and dealt with accordingly. If you are unsure as to whether any business or activity has the potential to conflict with the interests of, or damage the goodwill of, the Council you should seek guidance from your line manager.

20.21. Deductions from Remuneration

We may deduct from any payment we ~~owe~~[make](#) to you and in particular from your final salary payment, any sums which you owe to us [at any time during or in any event on termination of your employment](#). This includes, without limitation,

- the amount of any overpayment of salary, wages, bonus or other benefits;
- the amount of any overpayment of sick pay;
- the amount of any overpayment of holiday pay;
- outstanding loans and advances;
- the cost of any Council property or equipment which you fail to return, allowing for fair wear and tear;
- any loss or damage to Council property [or our client's property](#), caused by your wilful act, carelessness or negligence;

- any loss or damage suffered by the Council as a result of you terminating your employment without giving or working the required period of notice;
- any shortage or deficiency of stock or cash for which you were responsible;
- any sums you owe to us in respect of training courses, fees, fines etc.

In respect of any loss or damage to our property, or our client's property, we shall be entitled to deduct the reasonable cost of repair or replacement of such property.

In respect of any shortage or deficiency of stock or cash, we shall be entitled to deduct an amount equal to the full amount or value of the shortage or stock deficiency.

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21.22. Collective Agreement

The National Agreement on Pay and Conditions of Service of the National Joint Council (NJC) for Local Government Services (the Green Book) applies to your employment unless otherwise amended by this contract. This contract is subject to the following collective agreements: The National Agreement on Pay and Conditions of Service of the National Joint Council (NJC) for Local Government Services (the Green Book) to the extent that they are compatible with the terms contained within this contract and any relevant Council policies. If there is a conflict between these collective agreements and this contract and/ or Council policies, the terms of this contract and any relevant Council policies shall prevail.

22.23. Lay Off and Short Time Working

In the event of a situation which prevents us from providing you with work in or throughout any day, for example a short term downturn in work (as an alternative to declaring redundancies) or in the event of an occurrence outside of our control (including, without limitation, fire, Act of God, industrial action affecting a third party), we are entitled not to provide you with work and not to pay you any salary or wages under your contract of employment (except a Statutory Guarantee Payment insofar as required). We are also entitled in such circumstances to place you on short time working.

23.1. Training Recoupment

~~The Council may undertake to pay for external training courses which are of direct benefit to you and the Council. You agree that if the Council provides such funding and your employment terminates for whatever reason while the course is on going, or in a specified period of time after completion, that you will refund the Council in accordance with the following scale:~~

- ~~While the course is on going or up to 6 months after completion of the course 100%~~
- ~~Between 6 months and 9 months after completion of the course 75%~~
- ~~Between 9 months and 12 months after completion of the course 50%~~

~~You agree to the Council deducting the sums under this clause from your final salary or any outstanding payments that might be due to you at the termination of your employment.~~

24. Confidentiality

For the purposes of this contract "Confidential Information" is defined as information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of the Council for the time being confidential to the Council and trade secrets including, without limitation, technical data and know-how relating to the business of the Council or any of its business contacts, including in particular (by way of illustration only and without limitation) designs, performance data, commercial plans and third party confidential information.

You acknowledge that in the course of your employment you will have access to Confidential Information. You therefore agree to accept the following restrictions contained in this clause.

You shall not (except in the proper course of your duties, as authorised or required by law, or as authorised by us), either during the employment, or at any time after its termination (however arising), use or disclose to any person, Council or other organisation whatsoever (and shall use your best endeavours to prevent the publication or disclosure of) any Confidential Information.

The restrictions in this clause do not apply to any confidential information which is or comes into the public domain other than through your unauthorised disclosure.

Nothing in this clause shall prevent you or, where applicable, us (or any of our officers, employees, workers or agents) from:

- a. making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996;
- ~~a-b.~~ reporting a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution;
- ~~b-c.~~ doing or saying anything that is required by HMRC or a regulator, ombudsman or supervisory authority;
- ~~c-d.~~ whether required to or not, making a disclosure to, or co-operating with any investigation by, HMRC or a regulator, ombudsman or supervisory authority regarding any misconduct, wrongdoing or serious breach of regulatory requirements (including giving evidence at a hearing);
- ~~d-e.~~ complying with an order from a court or tribunal to disclose or give evidence;
- ~~e-f.~~ disclosing information to HMRC for the purposes of establishing and paying (or recouping) tax and National Insurance liabilities arising from your employment or its termination;
- ~~f-g.~~ disclosing information to any person who owes a duty of confidentiality (which you and we agree not to waive) in respect of information disclosed to them, including legal or tax advisers or, in your case, persons providing you with medical, therapeutic, counselling or support services (provided they owe you a duty of confidentiality which remains unwaived); or
- g-h. making any other disclosure as required by law.

25. ~~Copyright &~~ Intellectual Property

All Intellectual Property rights resulting from and connected with work done by you in the course of your employment shall belong to us. You shall sign all documents and do all things as shall be necessary to vest Intellectual Property in the Company. In this Agreement the expression 'Intellectual Property' includes every invention, process, formula, design, copyright, work in which copyright or design rights may subsist and moral rights made originated or developed in whole or in part in the course of or in connection with your employment by us.

26. Council Property

All documents, manuals, hardware and software provided for your use by the Council, and any data or documents (including copies) produced, maintained or stored on the Council's computer systems or other electronic equipment (including mobile phones), including confidential information as defined in the clause above and copies of confidential information, remain the property of the Council.

Any Council property in your possession and any original or copy documents obtained by you in the course of your employment shall be returned to your Line Manager at any time on request and in any event prior to the termination of your employment with the Council. On termination of your employment, or at our request at any time during your employment, you shall hand over all Council property (including confidential information as defined in the clause above and copies of confidential information) to your Line Manager and irretrievably delete any information belonging to the Council (including confidential information as defined in the clause above and copies of confidential information) which is stored on any magnetic or optical disk or memory, including personal computer networks, personal e-mail accounts or personal accounts on websites, in your possession or control.

27. Data Protection and Monitoring

—You will comply with your obligations under our Data Protection policy and other relevant policies when handling personal data in the course of employment including personal data relating to any employee, worker, contractor, customer, client, supplier, agent, or other third party of ours. This includes policies in relation to IT and communications systems, social media, information security, criminal records information, bringing your own device to work (BYOD), from time to time in force, which are available from POSITION / on our intranet site and in our Employee Handbook.

Our systems enable us to monitor email, internet and other online communications. In order to carry out its legal obligations as an employer (such as ensuring employee compliance with the Council's IT related policies), and for other business reasons, we may monitor use of systems including the telephone and computer systems, and any personal use of them, by automated software or otherwise. Monitoring is only carried out to the extent permitted or as required by law and as necessary and justifiable for business purposes.

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28. Third Party Rights

No one other than a party to this contract shall have any right to enforce any of its terms.

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28.29. Variation of Terms

We reserve the right to make reasonable changes to any of your terms and conditions of employment, including following a relevant transfer under the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended.

You will be informed of any such changes in writing, the changes taking effect from the date of the notice. Significant changes to your contract of employment will be notified to you not less than one month in advance.

AGREEMENT

I acknowledge receipt of this contract and understand and accept the terms and conditions of employment contained within it.

Signed _____ (You)

Dated _____

Signed on behalf of Diss Town Council

Dated _____

Appendix 1: Sick Pay

Your entitlement to sick pay will be subject to your compliance with our Sickness Absence Policy and is based on the entitlements in the Green Book as set out below:

1. This sick pay scheme is intended to supplement Statutory Sick Pay and Incapacity Benefit so as to maintain normal pay during defined periods of absence on account of sickness, disease, accident or assault.
2. Absence in respect of normal sickness is entirely separate from absence through industrial disease, accident or assault arising out of or in the course of employment with the Council. Periods of absence in respect of one shall not be set off against the other for the purpose of calculating entitlements under this sick pay scheme.
3. Subject to your compliance with our rules as specified above you are entitled to receive sick pay for the following periods:
 - a. During the first year of service: 1 month's full pay and after completing the probationary period, 2 months half pay;
 - b. During the 2nd year of service: 2 months' full pay and 2 months' half pay;
 - c. During 3rd year of service: 4 months' full pay and 4 months' half pay;
 - d. During 4th and 5th years of service: 5 months' full pay and 5 months' half pay;
 - e. After 5 years' service: 6 months' full pay and 6 months' half pay.
4. The Governing Body shall have discretion to extend the period of sick pay in exceptional cases.
5. The period during which sick pay shall be paid, and the rate of sick pay, in respect of any period of absence shall be calculated by deducting from your entitlement on the first day, the aggregate of periods of paid absence during the twelve months immediately preceding the first day of absence.
6. In the case of full pay periods, sick pay will be an amount which when added to Statutory Sick Pay and Incapacity Benefit receivable will secure the equivalent of normal pay.
7. In the case of half-pay periods sick pay will be an amount equal to half normal earnings plus an amount equivalent to Statutory Sick Pay and Incapacity Benefit receivable, so long as the total sum does not exceed normal pay.
8. For the purpose of calculating sick pay, normal pay includes all earnings that would be paid during a period of normal working, but excluding any payments not made on a regular basis.
9. The social security benefits to be taken into account for the calculation of sick pay are those to which you are entitled on the basis that you have satisfied so far as is possible:
 - a. the conditions for the reporting of sickness as required;
 - b. the claiming of benefits;
 - c. the obligation to declare any entitlement to benefits; and
 - d. any subsequent changes in circumstances affecting such entitlement.

10. If you are prevented from attending work because of contact with infectious disease, you shall be entitled to receive normal pay. The period of absence on this account shall not be reckoned against your entitlements under this scheme.

11. If you abuse the sickness scheme or are absent on account of sickness due or attributable to deliberate conduct prejudicial to recovery or your own misconduct or neglect or active participation in professional sport or injury while working in your own time on your own account for private gain or for another employer, sick pay may be suspended. The Council shall advise you of the grounds for suspension and you shall have a right of appeal to the appropriate committee of the Council. If the Council decide that the grounds were justified, then you shall forfeit the right to any further payment in respect of that period of absence. Abuse of the sickness scheme will be dealt with under the disciplinary procedure as appropriate.



Working Time Opt-Out Agreement

I agree with my employer, Diss Town Council, that my weekly working time averaged over any 17 week reference period may exceed 48 hours and I hereby opt out of the limit on working time set down by the Working Time Regulations 1998. I understand I may end this opt-out at any time by giving my employer not less than three months' written notice.

Name:

Signed:

Dated:



CONTRACT OF EMPLOYMENT

1. Parties to Contract

This contract of employment is made between:

Diss Town Council of 11-12 Market Hill, Diss, Norfolk, IP22 4JZ (referred to in this contract as “we”, “us” or “the Council”)

and

_____ (Name) of _____ (Address) (referred to in this contract as “you” or “your”).

2. Employment Dates

Your employment under this contract begins on **[INSERT]**.

Your period of continuous employment for statutory purposes **[began/begins]** on **[INSERT].]**

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.

The National Agreement on Pay and Conditions of Service of the National Joint Council (NJC) for Local Government Services (the Green Book) applies to your employment to the extent that those terms are compatible with the terms of this contract and any relevant Council policies and legislation. In the event of any conflict between the Green Book and this contract, the terms of this contract any relevant policies will prevail.

3. Probationary Period

The first six months of your employment will be a probationary period. We may bring your employment to an end during your probationary period at any time by giving one week's written notice, which we can at our discretion pay in lieu. We may, at our discretion, extend the probationary period. During this probationary period we will carefully monitor your performance and suitability for your role.

If you are absent from work due to incapacity during your probationary period for a period which exceeds one week your probationary period will be extended by the period of your absence to allow adequate monitoring of performance.

At the end of the probationary period you will be informed in writing if you have successfully completed your probationary period. If you do not receive any written confirmation, you should assume that your probationary period continues.

4. Job Title

You are employed as **[INSERT]**. We reserve the right to reasonably amend your duties in line with business needs.

You warrant that you are entitled to work in the UK without any additional approvals. You must notify your manager immediately if you cease to be so entitled at any time during your employment.

You are required at all times to comply with our rules, policies and procedures in force from time to time including those contained in the Employee Handbook. The Employee Handbook does not form part of this contract and we may amend it at any time. To the extent that there is any conflict between the terms of this contract and the Employee Handbook, this contract shall prevail.

5. Remuneration

We will pay you £**[INSERT]** per year which corresponds with Local Council Pay Spinal Column Point **[NUMBER]**. We will pay you at monthly intervals on or about the 25th of each month directly into your bank account.

Subject to satisfactory performance, you will progress automatically through the range by increments until you reach the maximum salary in the range. Your first increment will be payable on the 1st April (year) 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, or award an additional increment for exemplary performance if it chooses to do so.

One salary point will be added to your salary, up to the maximum of four points, for success in obtaining or already holding any of the following relevant qualifications.

- 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 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.

6. Normal Place of Work

Your normal place of work is [Council Offices, 11-12 Market Hill, Diss, Norfolk, IP22 4JZ/Diss Youth & Community Centre, 30 Shelfanger Road, Diss, Norfolk, IP22 4EH], but we reserve the right to change this on a permanent basis upon reasonable notice to you.

Due to the nature of the Council's business you may be required to work at any of the Council's current or future sites, clients or customers premises or at such other places on a temporary basis as we shall from time to time direct.

You may also in the performance of your duties be required to travel from your normal place of employment to anywhere within the United Kingdom.

We will not require you to work outside the United Kingdom.

7. Normal Hours of Work

[Your normal contractual hours of work are [NUMBER] hours a week to be worked [e.g. Monday to Friday 9.00am – 5.30pm]. The Council core office hours are 9.30am – 1.00pm.

You are entitled to an unpaid break of 20 minutes if you work in excess of 6 consecutive hours, to be taken at a time agreed with your manager.

It is recognised that due to the nature of the Council's business, your working hours will not necessarily coincide with those normal hours. We reserve the right to vary your hours of work (and to vary your pay accordingly), on a temporary or permanent basis, as necessary to meet its business requirements which may include amending shift patterns and/ or introducing new shift patterns, which could include weekend or night working and/or reducing hours of work. You may also be required to work such additional hours (including weekends and bank/public holidays) as may be necessary for the proper performance of your duties.

8. Overtime

We may require you to work additional hours (overtime) on a temporary or regular basis.

If you are required to work additional hours you may take time off in lieu (TOIL) at a time agreed between you and the Council or you will be paid at your normal basic rate for those hours. Additional hours worked over and above the normal full-time working week of 37 hours will be reimbursed at current NJC rates. Exceptional additional hours required to be worked must be approved by the Council.

All overtime that you carry out must be expressly approved in advance by the Clerk failing which you will not be paid/receive TOIL for any work that you do in addition to your normal hours of work.

9. Holiday

Our holiday year runs from 01 April to 31 March.

Your holiday entitlement is 32 days inclusive the 8 normal bank holidays and 3 additional statutory leave days, to be taken as determined by the Council. However, because of the nature of our business you may be required to work on any of the public/bank holidays, and it is a condition of employment that you work on these days when required to do so.

Your annual leave entitlement increases, in recognition of length of service to 37 days after five years continuous service.

Holiday entitlement is pro-rata for part-time employees. In each holiday year, any holiday that you take shall be deemed to be taken in the following order: holiday under regulation 13 of the Working Time Regulations 1998 (WTR), holiday under regulation 13A of the WTR, and any additional contractual holiday.

If your employment starts part way through a holiday year, your holiday entitlement for that leave year shall be calculated on a pro-rata basis.

In order to ensure that you receive the correct amount of statutory annual leave and pay, we reserve the right at any time and with no notice to vary the basis on which your holiday entitlement and pay is calculated if we decide that you should no longer be categorised as a worker entitled to annual leave under Regulations 13 and 13A of the WTR.

Our rules for booking holiday are in the Employee Handbook. You will only be permitted to take holiday where you have asked for and received prior authorisation according to our rules.

We may require you to take holiday on specific days which we shall notify to you in advance. In such circumstances, we will give notice to you at least twice as many days in advance of the start of the holiday as the number of days or part-days holiday that you are required to take.

You cannot carry forward more than 5 days of untaken holiday from one holiday year to the following holiday year, unless you have been prevented from taking it in the relevant holiday year by one of the following: a period of sickness absence or statutory maternity, paternity, adoption, shared parental, parental or parental bereavement, carer's or neonatal care leave.

In cases of sickness absence, carry-over is limited to four weeks' holiday per year less any leave taken during the holiday year that has just ended. Any such carried over holiday which is not taken within eighteen months of the end of the relevant holiday year will be lost.

We will not pay you in lieu of untaken holiday except on termination. On termination we will pay you in lieu of any accrued but untaken holiday for the holiday year in which termination takes place and any untaken days permitted to be carried forward from the preceding holiday year. The amount of the payment in lieu will be calculated as per your holiday pay as set out above. If you have taken holidays in excess of entitlement we shall be entitled to deduct the excess pay from any payment due to you or otherwise.

If we have dismissed you or would be entitled to dismiss you immediately without notice or payment in lieu of notice or you have resigned without giving the required notice, such payment in lieu shall be limited to your statutory entitlement under the WTR.]

10. Sick Pay

If you are absent from work due to incapacity you must notify your manager, by telephone, of the reason for your absence as soon as possible but within the first hour of the working day and on each subsequent day after that unless otherwise agreed.

If you are unable to attend work because of sickness or injury, we offer Contractual Council Sick Pay as set out in Appendix 1.

In order to be eligible to receive Contractual Sick Pay you must fully comply with our rules and procedures in relation to notifying us that you will be absent because of sickness or injury. These rules and the full procedure to follow are detailed in the Employee Handbook. If you fail to comply with these rules, we reserve the right to pay you only Statutory Sick Pay for your period of absence.

You agree to consent to a medical examination (at our expense) by a doctor we nominate should we require.

If a period of absence due to incapacity is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party in respect of which damages are or may be recoverable, you shall immediately notify the Council of that fact and of any claim, settlement or judgment made or awarded in connection with it and all relevant particulars that the Council may reasonably require. You shall, if required by the Council, co-operate in any related legal proceedings and refund to the Council that part of any damages or compensation recovered by you relating to the loss of earnings for the period of absence as the Council may reasonably determine less any costs borne by you in connection with the recovery of such damages or compensation, provided that the amount to be refunded shall not exceed the total amount paid to you by the Council in respect of the period of absence.

11. Pension

If you are eligible, we will automatically enrol you into the Local Government Pension Scheme after you have been employed by us for three months. Within a month of being enrolled in the Scheme, you can send an opt-out form if you do not wish to be in the Scheme. If you do not opt out, we will deduct your contributions to the pension scheme from what we pay you. Current details of the Scheme and your rights relating to it, and of your and our contributions, will be provided to you separately.

12. Other Paid Leave

You may be entitled to maternity leave, paternity leave, adoption leave, shared parental leave, parental bereavement leave, neonatal care and pay in accordance with the current statutory provisions.

You may be eligible to take paid Maternity/Adoption Support Leave subject to the rules set out in the Council's policy from time to time which is set out in the Employee Handbook and is in accordance with the current Green Book provisions.

You may be eligible to take paid Compassionate leave subject to the rules set out in the Council's policy from time to time which can be obtained from the Employee Handbook.

We may replace, amend or withdraw the Council's policy on any of the above types of leave at any time.

13. Other Benefits

You are not entitled to any 'other' benefits during your employment.

14. Death or Permanent Disablement arising from Assault

In the event of your death or permanent disability arising from a violent or criminal assault suffered by you in the course of or as a consequence of your employment by the Council you will be paid in accordance with section 7 of the Green Book.

15. Training

It is a specific contractual requirement that you attend any training considered necessary which the Council will pay for. This may include the cost of training and development courses or examinations, and payment of mileage expenses and other expenses in accordance with the Council expenses policy. Where the Council considers it appropriate, it shall give you reasonable paid time off for study.

Office based supervisions and training sessions will take place during normal office hours. Should you fail to keep your training up to date or attend scheduled training sessions you may be subject to disciplinary action.

16. Training Recoupment

The Council may undertake to pay for external training courses which are of direct benefit to you and the Council. You agree that if the Council provides such funding and your employment terminates for whatever reason, after we have incurred liability for the cost, while the course is on-going, or in a specified period of time after completion, that you will refund the Council in accordance with the following scale:

- Before the course starts (to the extent we cannot recover from the course provider) or while the course is on-going or up to 6 months after completion of the course – 100%
- Between 6 months and 9 months after completion of the course – 75%
- Between 9 months and 12 months after completion of the course – 50%.

You agree to the Council deducting the sums under this clause from your final salary or any outstanding payments that might be due to you at the termination of your employment.

17. Termination of Employment/ Contractual Notice

Subject to the terms of the probationary clause, we may bring your employment to an end by giving you written notice as follows:

Length of Continuous Service	Notice Requirement
Up to successful completion of probation period	1 week
From completion of probationary period but less than 5 years service	4 weeks
5 years but less than 12 years	1 week per year
12 years or more	12 weeks

You may bring your employment to an end during your probationary period by giving one week's written notice and by giving us 4 weeks' notice in writing thereafter.

We reserve the right to bring your employment to an end at any time and with immediate effect by notifying you that we are exercising our right under this clause and that we will make within 28 days a payment in lieu of notice (Payment in Lieu) or the first instalment of any Payment in Lieu to you. This Payment in Lieu will be equal to your basic salary (as at the date of termination) and will not include any bonus or commission payments, or any payment in respect of benefits which you would have been entitled to receive, or any payment in respect of any holiday entitlement that would have accrued, during the period for which the Payment in Lieu is made.

We reserve the right to bring your employment to an end immediately without notice or payment in lieu of notice (a) in any case where you are found to be guilty of gross misconduct; (b) if you cease to be entitled to work in the United Kingdom. In that case we shall also be entitled to recover from you any Payment in Lieu (or any instalments) already made.

We may require you to take (or not to take) any outstanding accrued holiday entitlement during your notice period.

Upon or within one month of termination of your employment you are required to surrender to the Council any documents or materials that you have been holding on behalf of the Council.

18. Garden Leave

We reserve the right to require you to remain away from work during the notice period. Where we require you to remain away from work during the notice period (whether you or the Council gave notice) you are required to comply with all other terms of this contract and any other conditions laid down by the Council. Whilst on full pay, you will not be permitted to work for any other person, Company, corporate body or on his/her own behalf, without the Council's prior written permission.

19. Disciplinary and Grievances

Our current disciplinary rules and the disciplinary and grievance procedures which apply to your employment are contained in the Employee Handbook.

These procedures do not form part of your contract of employment and we may amend them from time to time at our discretion. If you wish to appeal against a disciplinary decision you may apply in writing to the person named in the outcome letter in accordance with our disciplinary procedure.

If you wish to raise a grievance, you may apply in writing to Council Leader and the Chair of the Executive Committee in accordance with our grievance procedure.

We reserve the right to suspend you (with the continued payment of your salary and any other contractual benefits) pending any investigation into any potential dishonesty, gross misconduct or other circumstances which might lead to dismissal for such period as we think fit.

20. Outside Interests

During your employment, unless you have our prior written permission, you must not be involved in any business or activity which in our reasonable opinion affects your ability to devote the whole of your time and attention during working hours to our business or conflicts with the interests of or causes damage to our goodwill. You must give us full details of your involvement in outside employment or business. We will treat failure to do so as a disciplinary matter and dealt with accordingly. If you are unsure as to whether any business or activity has the potential to conflict with the interests of, or damage the goodwill of, the Council you should seek guidance from your line manager.

21. Deductions from Remuneration

We may deduct from any payment we owe to you and in particular from your final salary payment, any sums which you owe to us at any time during or in any event on termination of your employment. This includes, without limitation,

- the amount of any overpayment of salary, wages, bonus or other benefits;
- the amount of any overpayment of sick pay;
- the amount of any overpayment of holiday pay;
- outstanding loans and advances;
- the cost of any Council property or equipment which you fail to return, allowing for fair wear and tear;
- any loss or damage to Council property or our client's property, caused by your wilful act, carelessness or negligence;
- any loss or damage suffered by the Council as a result of you terminating your employment without giving or working the required period of notice;
- any shortage or deficiency of stock or cash for which you were responsible;
- any sums you owe to us in respect of training courses, fees, fines etc.

In respect of any loss or damage to our property, or our client's property, we shall be entitled to deduct the reasonable cost of repair or replacement of such property.

In respect of any shortage or deficiency of stock or cash, we shall be entitled to deduct an amount equal to the full amount or value of the shortage or stock deficiency.

22. Collective Agreement

This contract is subject to the following collective agreements: The National Agreement on Pay and Conditions of Service of the National Joint Council (NJC) for Local Government Services (the Green Book) to the extent that they are compatible with the terms contained within this contract and any relevant Council policies. If there is a conflict between these collective agreements and this contract and/ or Council policies, the terms of this contract and any relevant Council policies shall prevail.

23. Lay Off and Short Time Working

In the event of a situation which prevents us from providing you with work in or throughout any day, for example a short term downturn in work (as an alternative to declaring redundancies) or in the event of an occurrence outside of our control (including, without limitation, fire, Act of God, industrial action affecting a third party), we are entitled not to provide you with work and not to pay you any salary or wages under your contract of employment (except a Statutory Guarantee Payment insofar as required). We are also entitled in such circumstances to place you on short time working.

24. Confidentiality

For the purposes of this contract "Confidential Information" is defined as information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of the Council for the time being confidential to the Council and trade secrets including, without limitation, technical data and know-how relating to the business of the Council or any of its business contacts, including in particular (by way of illustration only and without limitation) designs, performance data, commercial plans and third party confidential information.

You acknowledge that in the course of your employment you will have access to Confidential Information. You therefore agree to accept the following restrictions contained in this clause.

You shall not (except in the proper course of your duties, as authorised or required by law, or as authorised by us), either during the employment, or at any time after its termination (however arising), use or disclose to any person, Council or other organisation whatsoever (and shall use your best endeavours to prevent the publication or disclosure of) any Confidential Information.

The restrictions in this clause do not apply to any confidential information which is or comes into the public domain other than through your unauthorised disclosure.

Nothing in this clause shall prevent you or, where applicable, us (or any of our officers, employees, workers or agents) from:

- a. making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996;
- b. reporting a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution;
- c. doing or saying anything that is required by HMRC or a regulator, ombudsman or supervisory authority;
- d. whether required to or not, making a disclosure to, or co-operating with any investigation by, HMRC or a regulator, ombudsman or supervisory authority regarding any misconduct, wrongdoing or serious breach of regulatory requirements (including giving evidence at a hearing);
- e. complying with an order from a court or tribunal to disclose or give evidence;
- f. disclosing information to HMRC for the purposes of establishing and paying (or recouping) tax and National Insurance liabilities arising from your employment or its termination;
- g. disclosing information to any person who owes a duty of confidentiality (which you and we agree not to waive) in respect of information disclosed to them, including legal or tax advisers or, in your case, persons providing you with medical, therapeutic, counselling or support services (provided they owe you a duty of confidentiality which remains unwaived); or
- h. making any other disclosure as required by law.

25. Intellectual Property

All Intellectual Property rights resulting from and connected with work done by you in the course of your employment shall belong to us. You shall sign all documents and do all things as shall be necessary to vest Intellectual Property in the Company. In this Agreement the expression 'Intellectual Property' includes every invention, process, formula, design, copyright, work in which copyright or design rights may subsist and moral rights made originated or developed in whole or in part in the course of or in connection with your employment by us.

26. Council Property

All documents, manuals, hardware and software provided for your use by the Council, and any data or documents (including copies) produced, maintained or stored on the Council's computer systems or other electronic equipment (including mobile phones), including confidential information as defined in the clause above and copies of confidential information, remain the property of the Council.

On termination of your employment, or at our request at any time during your employment, you shall hand over all Council property (including confidential information as defined in the clause above and copies of confidential information) to your Line Manager and irretrievably delete any information belonging to the Council (including confidential information as defined in the clause above and copies of confidential information) which is stored on any magnetic or optical disk or memory, including personal computer networks, personal e-mail accounts or personal accounts on websites, in your possession or control.

27. Data Protection and Monitoring

You will comply with your obligations under our Data Protection policy and other relevant policies when handling personal data in the course of employment including personal data relating to any employee, worker, contractor, customer, client, supplier, agent, or other third party of ours. This includes policies in relation to IT and communications systems, social media, information security, criminal records information, bringing your own device to work (BYOD), from time to time in force, which are available in our Employee Handbook.

Our systems enable us to monitor email, internet and other online communications. In order to carry out its legal obligations as an employer (such as ensuring employee compliance with the Council's IT related policies), and for other business reasons, we may monitor use of systems including the telephone and computer systems, and any personal use of them, by automated software or otherwise. Monitoring is only carried out to the extent permitted or as required by law and as necessary and justifiable for business purposes.

28. Third Party Rights

No one other than a party to this contract shall have any right to enforce any of its terms.

29. Variation of Terms

We reserve the right to make reasonable changes to any of your terms and conditions of employment, including following a relevant transfer under the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended.

You will be informed of any such changes in writing, the changes taking effect from the date of the notice. Significant changes to your contract of employment will be notified to you not less than one month in advance.

AGREEMENT

I acknowledge receipt of this contract and understand and accept the terms and conditions of employment contained within it.

Signed _____ (You)

Dated _____

Signed on behalf of Diss Town Council

Dated _____

Appendix 1: Sick Pay

Your entitlement to sick pay will be subject to your compliance with our Sickness Absence Policy and is based on the entitlements in the Green Book as set out below:

1. This sick pay scheme is intended to supplement Statutory Sick Pay and Incapacity Benefit so as to maintain normal pay during defined periods of absence on account of sickness, disease, accident or assault.
2. Absence in respect of normal sickness is entirely separate from absence through industrial disease, accident or assault arising out of or in the course of employment with the Council. Periods of absence in respect of one shall not be set off against the other for the purpose of calculating entitlements under this sick pay scheme.
3. Subject to your compliance with our rules as specified above you are entitled to receive sick pay for the following periods:
 - a. During the first year of service: 1 month's full pay and after completing the probationary period, 2 months half pay;
 - b. During the 2nd year of service: 2 months' full pay and 2 months' half pay;
 - c. During 3rd year of service: 4 months' full pay and 4 months' half pay;
 - d. During 4th and 5th years of service: 5 months' full pay and 5 months' half pay;
 - e. After 5 years' service: 6 months' full pay and 6 months' half pay.
4. The Governing Body shall have discretion to extend the period of sick pay in exceptional cases.
5. The period during which sick pay shall be paid, and the rate of sick pay, in respect of any period of absence shall be calculated by deducting from your entitlement on the first day, the aggregate of periods of paid absence during the twelve months immediately preceding the first day of absence.
6. In the case of full pay periods, sick pay will be an amount which when added to Statutory Sick Pay and Incapacity Benefit receivable will secure the equivalent of normal pay.
7. In the case of half-pay periods sick pay will be an amount equal to half normal earnings plus an amount equivalent to Statutory Sick Pay and Incapacity Benefit receivable, so long as the total sum does not exceed normal pay.
8. For the purpose of calculating sick pay, normal pay includes all earnings that would be paid during a period of normal working, but excluding any payments not made on a regular basis.
9. The social security benefits to be taken into account for the calculation of sick pay are those to which you are entitled on the basis that you have satisfied so far as is possible:
 - a. the conditions for the reporting of sickness as required;
 - b. the claiming of benefits;
 - c. the obligation to declare any entitlement to benefits; and
 - d. any subsequent changes in circumstances affecting such entitlement.

10. If you are prevented from attending work because of contact with infectious disease, you shall be entitled to receive normal pay. The period of absence on this account shall not be reckoned against your entitlements under this scheme.
11. If you abuse the sickness scheme or are absent on account of sickness due or attributable to deliberate conduct prejudicial to recovery or your own misconduct or neglect or active participation in professional sport or injury while working in your own time on your own account for private gain or for another employer, sick pay may be suspended. The Council shall advise you of the grounds for suspension and you shall have a right of appeal to the appropriate committee of the Council. If the Council decide that the grounds were justified, then you shall forfeit the right to any further payment in respect of that period of absence. Abuse of the sickness scheme will be dealt with under the disciplinary procedure as appropriate.



Working Time Opt-Out Agreement

I agree with my employer, Diss Town Council, that my weekly working time averaged over any 17 week reference period may exceed 48 hours and I hereby opt out of the limit on working time set down by the Working Time Regulations 1998. I understand I may end this opt-out at any time by giving my employer not less than three months' written notice.

Name:

Signed:

Dated:



CONTRACT OF EMPLOYMENT

1. Parties to Contract

This contract of employment is made between:

Diss Town Council of 11-12 Market Hill, Diss, Norfolk, IP22 4JZ (referred to in this contract as “we”, “us” or “the Council”)

and

_____ (Name) of _____ (Address) (referred to in this contract as “you” or “your”).

2. Employment Dates

Your employment under this contract begins on [INSERT]. Your period of continuous employment for statutory purposes [began/begins] on [INSERT].

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.

The National Agreement on Pay and Conditions of Service of the National Joint Council (NJC) for Local Government Services (the Green Book) applies to your employment to the extent that those terms are compatible with the terms of this contract and any relevant Council policies and legislation. In the event of any conflict between the Green Book and this contract, the terms of this contract any relevant policies will prevail.

3. Probationary Period

The first six months of your employment will be a probationary period. We may bring your employment to an end during your probationary period at any time by giving one week's written notice, which we can at our discretion pay in lieu. We may, at our discretion, extend the probationary period. During this probationary period we will carefully monitor your performance and suitability for your role.

If you are absent from work due to incapacity during your probationary period for a period which exceeds ~~one week~~ your probationary period will be extended by the period of your absence to allow adequate monitoring of performance.

At the end of the probationary period you will be informed in writing if you have successfully completed your probationary period. If you do not receive any written confirmation, you should assume that your probationary period continues.

4. Job Title

You are employed as [INSERT]. We reserve the right to reasonably amend your duties in line with business needs.

You warrant that you are entitled to work in the UK without any additional approvals. You must notify your manager immediately if you cease to be so entitled at any time during your employment.

You are required at all times to comply with our rules, policies and procedures in force from time to time including those contained in the Employee Handbook. The Employee Handbook does not form part of this contract and we may amend it at any time. To the extent that there is any conflict between the terms of this contract and the Employee Handbook, this contract shall prevail.

5. Remuneration

We will pay you £[INSERT] per year. ~~Your [basic] salary represents a notional hourly rate of [£AMOUNT] which shall accrue during working hours and paid holidays. Your basic salary which corresponds with Local Council Pay Spinal Column Point [NUMBER].~~

~~We will pay you at monthly intervals. Your salary shall be payable in arrears in equal monthly instalments~~ on or about the 25th of each month directly into your bank account.

~~Your salary shall accrue from day to day at a rate of [1/365] of your annual salary. This daily rate shall be used if we have to calculate a day's pay, for example, if you take any unpaid leave, which is not subject to any specific method of calculation set out elsewhere in this contract. You will be paid in 12 equal monthly instalments.~~

Subject to satisfactory performance, you will progress automatically through the range by annually increments until you reach the maximum salary in the range. Your first increment will be payable on the 1st April (year) 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, or award an additional increment for exemplary performance if it chooses to do so.

On termination of employment the payment of salary shall be adjusted to reflect the actual number of hours worked and accrued holiday taken since the start of the year.

6. Normal Place of Work

Your normal place of work is Diss Youth & Community Centre, 30 Shelfanger Road, Diss, Norfolk, IP22 4EH, but we reserve the right to change this on a permanent basis upon reasonable notice to you.

Due to the nature of the Council's business you may be required to work at any of the Council's current or future sites, clients or customers premises or at such other places on a temporary basis as we shall from time to time direct.

You may also in the performance of your duties be required to travel from your normal place of employment to anywhere within the United Kingdom.

We will not require you to work outside the United Kingdom.

7. Normal Hours of Work

You are required to work [NUMBER] hours a [year] ~~[DATE] to [DATE]~~. ~~This will be adjusted pro rata if your employment starts or ends part-way through the year.~~ This is an average of [NUMBER] hours a ~~week OR month~~. These hours will be worked on such days and at such times ~~as we may require OR~~ as are agreed between us and you at least ~~one week~~ in advance and are variable. ~~These hours which does not include paid holidays or public holidays.~~

You may be required to work additional hours ~~[without extra remuneration]~~ as may be necessary for ~~[[INSERT REASON] OR~~ the proper performance of your duties or to meet the needs of the Council and these hours are variable. ~~If you are required to work additional hours, we expect that such additional hours will be infrequent and before or after your usual working hours and occasionally at weekends OR at any time on [[Monday] to [Friday] OR [Monday] to [Sunday]].~~

~~Your hours may be reviewed to ensure that they correspond with the needs of the business. We reserve the right to make changes to your hours, by giving you not less than [NUMBER] 4 weeks' notice.~~

~~You will be notified [NUMBER] [week(s) OR months] in advance of the hours that you are required to work during the next [week OR month].~~

~~If you cannot work due to illness during any hours that you are meant to be working, you must comply with our absence reporting procedure as set out at clause 10 so that the hours not worked can be recorded.]~~

~~Your hours will be reviewed after [NUMBER] [weeks OR months] to ensure that they correspond with the needs of the business. We reserve the right to make changes to your hours, by giving you not less than [NUMBER] weeks' notice.~~

You are entitled to an unpaid break of 20 minutes if you work in excess of 6 consecutive hours, to be taken at a time agreed with your manager.

~~It is recognised that due to the nature of the Council's business, your working hours will not necessarily coincide with those normal hours. We reserve the right to vary your hours of work (and to vary your pay accordingly), on a temporary or permanent basis, as necessary to meet its business requirements which may include amending shift patterns and/or introducing new shift patterns, which could include weekend or night working and/or reducing hours of work.~~

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~~You may also be required to work such additional hours (including weekends and bank/public holidays) as may be necessary for the proper performance of your duties.~~

8. Overtime

You will be entitled to payment for overtime or paid time off in lieu if you have worked more than the annualised working hours in clause 7. ~~{Overtime payments will be paid with monthly salary {at the end of the calendar year.} {at [NUMBER] one times your {notional} hourly rate {plus rolled up holiday pay} except for up to seven hours on Sundays at an enhanced rate of £3.86 per hour in addition to your hourly rate. {Time off in lieu may be taken in the following year/month at a time agreed with your manager.}}~~

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All overtime that you carry out must be expressly approved in advance by the Clerk failing which you will not be paid for any work that you do in addition to your normal hours of work.

9. Holiday

~~10.~~ Our holiday year runs from 01 April to 31 March.

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~~Your holiday entitlement is 32 days plus the 8 normal bank holidays. However, because of the nature of our business you may be required to work on any of the public/bank holidays, and it is a condition of employment that you work on these days when required to do so. Holiday entitlement is pro-rata for part time employees.~~

~~Your annual leave entitlement increases, in recognition of length of service to 34 days after five years continuous service. In addition to the above you are entitled to 2 statutory leave days to be taken as determined by the Council.~~

~~We may require you to take holiday on specific days which we shall notify to you in advance. In such circumstances, we will give notice to you at least twice as many days in advance of the start of the holiday as the number of days or part days holiday that you are required to take.~~

~~You cannot carry forward more than 5 days of untaken holiday from one holiday year to the following holiday year, unless you have been prevented from taking it in the relevant holiday year by one of the following: a period of sickness absence or statutory maternity, paternity, adoption, shared parental, parental or parental bereavement leave.~~

~~In cases of sickness absence, carry over is limited to four weeks' holiday per year less any leave~~

~~If your employment ends during the holiday year, we will calculate your holiday entitlement up to that date on the basis of 1/12th of your annual entitlement for each complete month worked. Upon termination of your employment you will be entitled to pay in lieu of any holiday accrued in your last holiday year but not taken. If you have taken holidays in excess of entitlement we shall be entitled to deduct the excess pay from your final salary payment.~~

~~Your paid holiday entitlement shall be calculated pro rata based on a full-time entitlement of [NUMBER]1924 hours {including public holidays}. {Any overtime worked will result in accrual of additional holiday at single hourly rate or time and a half for Carnival [NUMBER]% of the overtime hours. {You may be required to work on public holidays OR Your holiday entitlement~~

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includes any public holidays ~~in England and Wales~~ that fall on a day that would otherwise be a working day. ~~Your paid holiday entitlement must be taken at times when you are not scheduled to work.~~ ~~One day's holiday shall equate to [NUMBER] hours of your holiday entitlement unless agreed otherwise.~~

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Your annual leave entitlement increases, in recognition of length of service to [NUMBER] hours after five years continuous service. In addition to the above, you are entitled to 2 statutory leave days to be taken as determined by the Council.

Our rules for booking holiday are in the Employee Handbook. You will only be permitted to take holiday where you have asked for and received prior authorisation according to our rules. ~~Holiday can only be taken in the holiday year in which it accrues otherwise it will be lost, except as set out in our holidays policy in the Employee Handbook.~~

~~We may require you to take holiday on specific days which we shall notify to you in advance. In such circumstances, we will give notice to you at least twice as many days in advance of the start of the holiday as the number of days or part-days holiday that you are required to take.~~

~~Holiday pay is included in your annual salary set out at Clause 5. Any additional hours of holiday accrued through paid overtime will be paid at the single hourly rate, except for up to seven hours on Sundays at an enhanced rate of £3.86 per hour in addition to your hourly rate, overtime rate.~~

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~~We shall not pay you in lieu of untaken holiday except on termination of employment. On termination we shall pay you in lieu of any accrued but untaken holiday for the holiday year in which termination takes place and any untaken holiday permitted to be carried over from the preceding holiday year, for which you have not already been paid. The amount of the payment in lieu will be calculated as one hour's pay for each hour of untaken holiday at your (notional) hourly rate, OR according to the formula in regulation 14 of the Working Time Regulations 1998.~~

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~~If you have taken more paid holiday than your accrued entitlement at the date that your employment terminates, we shall be entitled to recover the excess holiday pay from you, whether by deduction from wages or otherwise, at the rate of one hour's pay for each hour of excess holiday.~~

~~[Optional clause where holiday entitlement exceeds the 5.6 weeks statutory minimum:- If we have dismissed you or would be entitled to dismiss you immediately without notice or payment in lieu of notice or you have resigned without giving the required notice, such payment in lieu shall be limited to your statutory entitlement under the WTR.]~~

11.10. Sick Pay

If you are absent from work due to incapacity you must notify your manager, by telephone, of the reason for your absence as soon as possible but within the first hour of the working day and on each subsequent day after that unless otherwise agreed.

If you are unable to attend work because of sickness or injury, we offer Contractual Council Sick Pay ~~and will pay you as set out in Appendix 1.~~

~~Your entitlement to sickness allowance is:~~

Length of Service	Full Pay	Half Pay
1st year of service (After successful completion of probationary period)	1 month	1 month
2nd year of service	2 months'	2 months'
3rd year of service	4 months'	4 months'
4th and 5th year of service	5 months'	5 months'
After 5 years service	6 months'	6 months'

~~For these purposes, we will add up all absences due to sickness or injury in the 12 months before your current absence.~~

In order to be eligible to receive Contractual Sick Pay you must fully comply with our rules and procedures in relation to notifying us that you will be absent because of sickness or injury. These rules and the full procedure to follow are detailed in the Employee Handbook. If you fail to comply with these rules, we reserve the right to pay you only Statutory Sick Pay for your period of absence.

~~Any Contractual Sick Pay you receive is deemed inclusive of any Statutory Sick Pay entitlement.~~

You agree to consent to a medical examination (at our expense) by a doctor we nominate should we require.

If a period of absence due to incapacity is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party in respect of which damages are or may be recoverable, you shall immediately notify the Council of that fact and of any claim, settlement or judgment made or awarded in connection with it and all relevant particulars that the Council may reasonably require. You shall, if required by the Council, co-operate in any related legal proceedings and refund to the Council that part of any damages or compensation recovered by you relating to the loss of earnings for the period of absence as the Council may reasonably determine less any costs borne by you in connection with the recovery of such damages or compensation, provided that the amount to be refunded shall not exceed the total amount paid to you by the Council in respect of the period of absence.

12.11. Pension

If you are eligible, we will automatically enrol you into the Local Government Pension Scheme after you have been employed by us for three months. Within a month of being enrolled in the Scheme, you can send an opt-out form if you do not wish to be in the Scheme. If you do not opt out, we will deduct your contributions to the pension scheme from what we pay you. Current details of the Scheme and your rights relating to it, and of your and our contributions, will be provided to you separately.

13.12. Other Paid Leave

You may be entitled to maternity leave, paternity leave, adoption leave, shared parental leave, ~~and~~ parental bereavement leave, neonatal care and pay in accordance with the current statutory provisions.

You may be eligible to take paid Maternity/Adoption Support Leave subject to the rules set out in the Council's policy from time to time which is set out in the Employee Handbook and is in accordance with the current Green Book provisions.

You may be eligible to take paid Compassionate leave subject to the rules set out in the Council's policy from time to time which can be obtained from the Employee Handbook.

We may replace, amend or withdraw the Council's policy on any of the above types of leave at any time.

14.13. Other Benefits

You are not entitled to any other benefits during your employment.

15.14. Death or Permanent Disablement arising from Assault

In the event of your death or permanent disability arising from a violent or criminal assault suffered by you in the course of or as a consequence of your employment by the Council you will be paid in accordance with section 7 of the Green Book.

16.15. Training

It is a specific contractual requirement that you attend any training considered necessary which the Council will pay for. This may include the cost of training and development courses or examinations, and payment of mileage expenses and other expenses in accordance with the Council expenses policy. Where the Council considers it appropriate, it shall give you reasonable paid time off for study.

Office based supervisions and training sessions will take place during normal office hours. Should you fail to keep your training up to date or attend scheduled training sessions you may be subject to disciplinary action.

16. Training Recoupment

The Council may undertake to pay for external training courses which are of direct benefit to you and the Council. You agree that if the Council provides such funding and your employment terminates for whatever reason, ~~after we have incurred liability for the cost,~~ while the course is on-going, or in a specified period of time after completion, that you will refund the Council in accordance with the following scale:

- ~~Before the course starts (to the extent we cannot recover from the course provider)~~
~~or while the course is on-going or up to 6 months after completion of the course – 100%~~
- Between 6 months and 9 months after completion of the course – 75%
- Between 9 months and 12 months after completion of the course – 50%.

You agree to the Council deducting the sums under this clause from your final salary or any outstanding payments that might be due to you at the termination of your employment.

17. Termination of Employment/ Contractual Notice

Subject to the terms of the probationary clause, we may bring your employment to an end by giving you written notice as follows:

Length of Continuous Service	Notice Requirement
Up to successful completion of probation period	1 week
From completion of probationary period but less than 5 years service	4 weeks
5 years but less than 12 years	1 week per year
12 years or more	12 weeks

You may bring your employment to an end ~~during your probationary period~~ by giving one ~~weeks-week's~~ written notice ~~during your probationary period and~~ by giving us ~~{two month's}4 weeks'~~ notice in writing ~~thereafter~~.

We reserve the right to bring your employment to an end at any time and with immediate effect by notifying you that we are exercising our right under this clause and that we will make within ~~{28}~~ days a payment in lieu of notice (Payment in Lieu) or the first instalment of any Payment in Lieu to you. This Payment in Lieu will be equal to your basic salary (as at the date of termination) and will not include any bonus or commission payments, or any payment in respect of benefits which you would have been entitled to receive, ~~or any payment in respect of any holiday entitlement that would have accrued,~~ during the period for which the Payment in Lieu is made.

~~We may pay any Payment in Lieu in equal monthly instalments until the date on which the notice period referred to above would have expired if notice had been given. You shall be~~

~~obliged to seek alternative income during this period and to notify us of any income you receive. The instalment payments shall then be reduced by the amount of such income.~~

We reserve the right to bring your employment to an end immediately without notice or payment in lieu of notice (a) in any case where you are found to be guilty of gross misconduct; (b) if you cease to be entitled to work in the United Kingdom. In that case we shall also be entitled to recover from you any Payment in Lieu (or any instalments) already made.

We may require you to take (or not to take) any outstanding accrued holiday entitlement during your notice period.

Upon or within one month of termination of your employment you are required to surrender to the Council any documents or materials that you have been holding on behalf of the Council.

18. Garden Leave

We reserve the right to require you to remain away from work during the notice period. Where we require you to remain away from work during the notice period (whether you or the Council gave notice) you are required to comply with all other terms of this contract and any other conditions laid down by the Council. Whilst on full pay, you will not be permitted to work for any other person, Company, corporate body or on his/her own behalf, without the Council's prior written permission.

19. Disciplinary and Grievances

Our current disciplinary rules and the disciplinary and grievance procedures which apply to your employment are contained in the Employee Handbook.

These procedures do not form part of your contract of employment and we may amend them from time to time at our discretion. If you wish to appeal against a disciplinary decision you may apply in writing to the person named in the outcome letter in accordance with our disciplinary procedure.

If you wish to raise a grievance, you may apply in writing to Council Leader and the Chair of the Executive Committee in accordance with our grievance procedure.

We reserve the right to suspend you (with the continued payment of your salary and any other contractual benefits) pending any investigation into any potential dishonesty, gross misconduct or other circumstances which might lead to dismissal for such period as we think fit.

20. Outside Interests

During your employment, unless you have our prior written permission, you must not be involved in any business or activity which in our reasonable opinion affects your ability to devote the whole of your time and attention during working hours to our business or conflicts with the interests of or causes damage to our goodwill. You must give us full details of your

involvement in outside employment or business. We will treat failure to do so as a disciplinary matter and dealt with accordingly. If you are unsure as to whether any business or activity has the potential to conflict with the interests of, or damage the goodwill of, the Council you should seek guidance from your line manager.

21. Deductions from Remuneration

We may deduct from any payment we ~~owemake~~ to you and in particular from your final salary payment, any sums which you owe to us at any time during or in any event on termination of your employment. This includes, without limitation,

- the amount of any overpayment of salary, wages, bonus or other benefits;
- the amount of any overpayment of sick pay;
- the amount of any overpayment of holiday pay;
- outstanding loans and advances;
- the cost of any Council property or equipment which you fail to return, allowing for fair wear and tear;
- any loss or damage to Council property or our client's property, caused by your wilful act, carelessness or negligence;
- any loss or damage suffered by the Council as a result of you terminating your employment without giving or working the required period of notice;
- any shortage or deficiency of stock or cash for which you were responsible;
- any sums you owe to us in respect of training courses, fees, fines etc.

In respect of any loss or damage to our property, or our client's property, we shall be entitled to deduct the reasonable cost of repair or replacement of such property.

• In respect of any shortage or deficiency of stock or cash, we shall be entitled to deduct an amount equal to the full amount or value of the shortage or stock deficiency.

22. Collective Agreement

~~The National Agreement on Pay and Conditions of Service of the National Joint Council (NJC) for Local Government Services (the Green Book) applies to your employment unless otherwise amended by this contract.~~ This contract is subject to the following collective agreements: The National Agreement on Pay and Conditions of Service of the National Joint Council (NJC) for Local Government Services (the Green Book) to the extent that they are compatible with the terms contained within this contract and any relevant Council policies. If there is a conflict between these collective agreements and this contract and/ or Council policies, the terms of this contract and any relevant Council policies shall prevail.

23. Lay Off and Short Time Working

In the event of a situation which prevents us from providing you with work in or throughout any day, for example a short term downturn in work (as an alternative to declaring redundancies) or in the event of an occurrence outside of our control (including, without limitation, fire, Act of God, industrial action affecting a third party), we are entitled not to

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provide you with work and not to pay you any salary or wages under your contract of employment (except a Statutory Guarantee Payment insofar as required). We are also entitled in such circumstances to place you on short time working.

~~24.1~~ **Training Recoupment**

~~The Council may undertake to pay for external training courses which are of direct benefit to you and the Council. You agree that if the Council provides such funding and your employment terminates for whatever reason while the course is on going, or in a specified period of time after completion, that you will refund the Council in accordance with the following scale:~~

- ~~• While the course is on going or up to 6 months after completion of the course — 100%~~
- ~~• Between 6 months and 9 months after completion of the course — 75%~~
- ~~• Between 9 months and 12 months after completion of the course — 50%~~

~~You agree to the Council deducting the sums under this clause from your final salary or any outstanding payments that might be due to you at the termination of your employment.~~

~~25.24.~~ **Confidentiality**

For the purposes of this contract "Confidential Information" is defined as information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of the Council for the time being confidential to the Council and trade secrets including, without limitation, technical data and know-how relating to the business of the Council or any of its business contacts, including in particular (by way of illustration only and without limitation) designs, performance data, commercial plans and third party confidential information.

You acknowledge that in the course of your employment you will have access to Confidential Information. You therefore agree to accept the following restrictions contained in this clause.

You shall not (except in the proper course of your duties, as authorised or required by law, or as authorised by us), either during the employment, or at any time after its termination (however arising), use or disclose to any person, Council or other organisation whatsoever (and shall use your best endeavours to prevent the publication or disclosure of) any Confidential Information.

The restrictions in this clause do not apply to any confidential information which is or comes into the public domain other than through your unauthorised disclosure.

Nothing in this clause shall prevent you or, where applicable, us (or any of our officers, employees, workers or agents) from:

- a. making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996;

- ~~a-b.~~ reporting a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution;
- ~~b-c.~~ doing or saying anything that is required by HMRC or a regulator, ombudsman or supervisory authority;
- ~~c-d.~~ whether required to or not, making a disclosure to, or co-operating with any investigation by, HMRC or a regulator, ombudsman or supervisory authority regarding any misconduct, wrongdoing or serious breach of regulatory requirements (including giving evidence at a hearing);
- ~~d-e.~~ complying with an order from a court or tribunal to disclose or give evidence;
- ~~e-f.~~ disclosing information to HMRC for the purposes of establishing and paying (or recouping) tax and National Insurance liabilities arising from your employment or its termination;
- ~~f-g.~~ disclosing information to any person who owes a duty of confidentiality (which you and we agree not to waive) in respect of information disclosed to them, including legal or tax advisers or, in your case, persons providing you with medical, therapeutic, counselling or support services (provided they owe you a duty of confidentiality which remains unwaived); or
- ~~g-h.~~ making any other disclosure as required by law.

~~26-25.~~ Copyright & Intellectual Property

All Intellectual Property rights resulting from and connected with work done by you in the course of your employment shall belong to us. You shall sign all documents and do all things as shall be necessary to vest Intellectual Property in the Company. In this Agreement the expression 'Intellectual Property' includes every invention, process, formula, design, copyright, work in which copyright or design rights may subsist and moral rights made originated or developed in whole or in part in the course of or in connection with your employment by us.

~~27-26.~~ Council Property

All documents, manuals, hardware and software provided for your use by the Council, and any data or documents (including copies) produced, maintained or stored on the Council's computer systems or other electronic equipment (including mobile phones), including confidential information as defined in the clause above and copies of confidential information, remain the property of the Council.

~~Any Council property in your possession and any original or copy documents obtained by you in the course of your employment shall be returned to your Line Manager at any time on request and in any event prior to the termination of your employment with the Council. On termination of your employment, or at our request at any time during your employment, you shall hand over all Council property (including confidential information as defined in the clause above and copies of confidential information) to your Line Manager and irretrievably delete any information belonging to the Council (including confidential information as defined in the clause above and copies of confidential information) which is stored on any magnetic or~~

optical disk or memory, including personal computer networks, personal e-mail accounts or personal accounts on websites, in your possession or control.

28.27. Data Protection and Monitoring

—You will comply with your obligations under our Data Protection policy and other relevant policies when handling personal data in the course of employment including personal data relating to any employee, worker, contractor, customer, client, supplier, agent, or other third party of ours. This includes policies in relation to IT and communications systems, social media, information security, criminal records information, bringing your own device to work (BYOD), from time to time in force, which are available ~~from POSITION / on our intranet site~~ and in our Employee Handbook.

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Our systems enable us to monitor email, internet and other online communications. In order to carry out its legal obligations as an employer (such as ensuring employee compliance with the Council's IT related policies), and for other business reasons, we may monitor use of systems including the telephone and computer systems, and any personal use of them, by automated software or otherwise. Monitoring is only carried out to the extent permitted or as required by law and as necessary and justifiable for business purposes.

28. Third Party Rights

No one other than a party to this contract shall have any right to enforce any of its terms.

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29. Variation of Terms

We reserve the right to make reasonable changes to any of your terms and conditions of employment, including following a relevant transfer under the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended.

You will be informed of any such changes in writing, the changes taking effect from the date of the notice. Significant changes to your contract of employment will be notified to you not less than one month in advance.

AGREEMENT

I acknowledge receipt of this contract and understand and accept the terms and conditions of employment contained within it.

Signed _____ (You)

Dated _____

Signed on behalf of Diss Town Council

Dated

Appendix 1: Sick Pay

Your entitlement to sick pay will be subject to your compliance with our Sickness Absence Policy and is based on the entitlements in the Green Book as set out below:

1. This sick pay scheme is intended to supplement Statutory Sick Pay and Incapacity Benefit so as to maintain normal pay during defined periods of absence on account of sickness, disease, accident or assault.
2. Absence in respect of normal sickness is entirely separate from absence through industrial disease, accident or assault arising out of or in the course of employment with the Council. Periods of absence in respect of one shall not be set off against the other for the purpose of calculating entitlements under this sick pay scheme.
3. Subject to your compliance with our rules as specified above you are entitled to receive sick pay for the following periods:
 - a. During the first year of service: 1 month's full pay and after completing four months' service, 2 months half pay;
 - b. During the 2nd year of service: 2 months' full pay and 2 months' half pay;
 - c. During 3rd year of service: 4 months' full pay and 4 months' half pay;
 - d. During 4th and 5th years of service: 5 months' full pay and 5 months' half pay;
 - e. After 5 years' service: 6 months' full pay and 6 months' half pay.
4. The Governing Body shall have discretion to extend the period of sick pay in exceptional cases.
5. The period during which sick pay shall be paid, and the rate of sick pay, in respect of any period of absence shall be calculated by deducting from your entitlement on the first day, the aggregate of periods of paid absence during the twelve months immediately preceding the first day of absence.
6. In the case of full pay periods, sick pay will be an amount which when added to Statutory Sick Pay and Incapacity Benefit receivable will secure the equivalent of normal pay.
7. In the case of half-pay periods sick pay will be an amount equal to half normal earnings plus an amount equivalent to Statutory Sick Pay and Incapacity Benefit receivable, so long as the total sum does not exceed normal pay.
8. For the purpose of calculating sick pay, normal pay includes all earnings that would be paid during a period of normal working, but excluding any payments not made on a regular basis.
9. The social security benefits to be taken into account for the calculation of sick pay are those to which you are entitled on the basis that you have satisfied so far as is possible:
 - a. the conditions for the reporting of sickness as required;
 - b. the claiming of benefits;
 - c. the obligation to declare any entitlement to benefits; and
 - d. any subsequent changes in circumstances affecting such entitlement.

10. If you are prevented from attending work because of contact with infectious disease, you shall be entitled to receive normal pay. The period of absence on this account shall not be reckoned against your entitlements under this scheme.

11. If you abuse the sickness scheme or are absent on account of sickness due or attributable to deliberate conduct prejudicial to recovery or your own misconduct or neglect or active participation in professional sport or injury while working in your own time on your own account for private gain or for another employer, sick pay may be suspended. The Council shall advise you of the grounds for suspension and you shall have a right of appeal to the appropriate committee of the Council. If the Council decide that the grounds were justified, then you shall forfeit the right to any further payment in respect of that period of absence. Abuse of the sickness scheme will be dealt with under the disciplinary procedure as appropriate.



Working Time Opt-Out Agreement

I agree with my employer, Diss Town Council, that my weekly working time averaged over any 17 week reference period may exceed 48 hours and I hereby opt out of the limit on working time set down by the Working Time Regulations 1998. I understand I may end this opt-out at any time by giving my employer not less than three months' written notice.

Name:

Signed:

Dated:



CONTRACT OF EMPLOYMENT

1. Parties to Contract

This contract of employment is made between:

Diss Town Council of 11-12 Market Hill, Diss, Norfolk, IP22 4JZ (referred to in this contract as “we”, “us” or “the Council”)

and

_____ (Name) of _____ (Address) (referred to in this contract as “you” or “your”).

2. Employment Dates

Your employment under this contract begins on [INSERT]. Your period of continuous employment for statutory purposes [began/begins] on [INSERT].

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.

The National Agreement on Pay and Conditions of Service of the National Joint Council (NJC) for Local Government Services (the Green Book) applies to your employment to the extent that those terms are compatible with the terms of this contract and any relevant Council policies and legislation. In the event of any conflict between the Green Book and this contract, the terms of this contract any relevant policies will prevail.

3. Probationary Period

The first six months of your employment will be a probationary period. We may bring your employment to an end during your probationary period at any time by giving one week's written notice, which we can at our discretion pay in lieu. We may, at our discretion, extend the probationary period. During this probationary period we will carefully monitor your performance and suitability for your role.

If you are absent from work due to incapacity during your probationary period for a period which exceeds one week your probationary period will be extended by the period of your absence to allow adequate monitoring of performance.

At the end of the probationary period you will be informed in writing if you have successfully completed your probationary period. If you do not receive any written confirmation, you should assume that your probationary period continues.

4. Job Title

You are employed as [INSERT]. We reserve the right to reasonably amend your duties in line with business needs.

You warrant that you are entitled to work in the UK without any additional approvals. You must notify your manager immediately if you cease to be so entitled at any time during your employment.

You are required at all times to comply with our rules, policies and procedures in force from time to time including those contained in the Employee Handbook. The Employee Handbook does not form part of this contract and we may amend it at any time. To the extent that there is any conflict between the terms of this contract and the Employee Handbook, this contract shall prevail.

5. Remuneration

We will pay you £[INSERT] per year. Your salary represents a notional hourly rate of [£AMOUNT] which shall accrue during working hours and paid holidays. Your basic salary corresponds with Local Council Pay Spinal Column Point [NUMBER].

Your salary shall be payable in arrears in equal monthly instalments on or about the 25th of each month directly into your bank account.

Subject to satisfactory performance, you will progress automatically through the range by increments until you reach the maximum salary in the range. Your first increment will be payable on the 1st April (year) 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, or award an additional increment for exemplary performance if it chooses to do so.

On termination of employment the payment of salary shall be adjusted to reflect the actual number of hours worked and accrued holiday taken since the start of the year.

6. Normal Place of Work

Your normal place of work is Diss Youth & Community Centre, 30 Shelfanger Road, Diss, Norfolk, IP22 4EH, but we reserve the right to change this on a permanent basis upon reasonable notice to you.

Due to the nature of the Council's business you may be required to work at any of the Council's current or future sites, clients or customers premises or at such other places on a temporary basis as we shall from time to time direct.

You may also in the performance of your duties be required to travel from your normal place of employment to anywhere within the United Kingdom.

We will not require you to work outside the United Kingdom.

7. Normal Hours of Work

You are required to work [NUMBER] hours a year. This will be adjusted pro rata if your employment starts or ends part-way through the year. This is an average of [NUMBER] hours a month. These hours will be worked on such days and at such times as are agreed between us and you at least one week in advance and are variable. These hours do not include paid holidays.

You may be required to work additional hours as may be necessary for the proper performance of your duties or to meet the needs of the Council and these hours are variable. If you are required to work additional hours, we expect that such additional hours will be infrequent and before or after your usual working hours and occasionally at weekends.

Your hours may be reviewed to ensure that they correspond with the needs of the business. We reserve the right to make changes to your hours, by giving you not less than 4 weeks' notice.

If you cannot work due to illness during any hours that you are meant to be working, you must comply with our absence reporting procedure as set out at clause 10 so that the hours not worked can be recorded.]

You are entitled to an unpaid break of 20 minutes if you work in excess of 6 consecutive hours, to be taken at a time agreed with your manager.

8. Overtime

You will be entitled to payment for overtime or paid time off in lieu if you have worked more than the annualised working hours in clause 7. Overtime payments will be paid with monthly salary at one time your notional hourly rate except for up to seven hours on Sundays at an enhanced rate of £3.86 per hour in addition to your hourly rate. Time off in lieu may be taken in the following month at a time agreed with your manager.]

All overtime that you carry out must be expressly approved in advance by the Clerk failing which you will not be paid for any work that you do in addition to your normal hours of work.

9. Holiday

Our holiday year runs from 01 April to 31 March.

Your paid holiday entitlement shall be calculated pro rata based on a full-time entitlement of 1924 hours including public holidays. Any overtime worked will result in accrual of additional holiday at single hourly rate or time and a half for Carnival. Your holiday entitlement includes any public holidays in England and Wales that fall on a day that would otherwise be a working day. Your paid holiday entitlement must be taken at times when you are not scheduled to work. One day's holiday shall equate to [NUMBER] hours of your holiday entitlement unless agreed otherwise.

Your annual leave entitlement increases, in recognition of length of service to [NUMBER] hours after five years continuous service. In addition to the above, you are entitled to 2 statutory leave days to be taken as determined by the Council.

Our rules for booking holiday are in the Employee Handbook. You will only be permitted to take holiday where you have asked for and received prior authorisation according to our rules. Holiday can only be taken in the holiday year in which it accrues otherwise it will be lost, except as set out in our holidays policy in the Employee Handbook.

We may require you to take holiday on specific days which we shall notify to you in advance. In such circumstances, we will give notice to you at least twice as many days in advance of the start of the holiday as the number of days or part-days holiday that you are required to take. Holiday pay is included in your annual salary set out at [Clause 5](#). Any additional hours of holiday accrued through paid overtime will be paid at the single hourly rate, except for up to seven hours on Sundays at an enhanced rate of £3.86 per hour in addition to your hourly rate.

We shall not pay you in lieu of untaken holiday except on termination of employment. On termination we shall pay you in lieu of any accrued but untaken holiday for the holiday year in which termination takes place and any untaken holiday permitted to be carried over from the preceding holiday year, for which you have not already been paid. The amount of the payment in lieu will be calculated as one hour's pay for each hour of untaken holiday at your notional hourly rate.

If you have taken more paid holiday than your accrued entitlement at the date that your employment terminates, we shall be entitled to recover the excess holiday pay from you, whether by deduction from wages or otherwise, at the rate of one hour's pay for each hour of excess holiday.

If we have dismissed you or would be entitled to dismiss you immediately without notice or payment in lieu of notice or you have resigned without giving the required notice, such payment in lieu shall be limited to your statutory entitlement under the WTR.]

10. Sick Pay

If you are absent from work due to incapacity you must notify your manager, by telephone, of the reason for your absence as soon as possible but within the first hour of the working day and on each subsequent day after that unless otherwise agreed.

If you are unable to attend work because of sickness or injury, we offer Contractual Council Sick Pay as set out in Appendix 1.

In order to be eligible to receive Contractual Sick Pay you must fully comply with our rules and procedures in relation to notifying us that you will be absent because of sickness or injury. These rules and the full procedure to follow are detailed in the Employee Handbook. If you fail to comply with these rules, we reserve the right to pay you only Statutory Sick Pay for your period of absence.

You agree to consent to a medical examination (at our expense) by a doctor we nominate should we require.

If a period of absence due to incapacity is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party in respect of which damages are or may be recoverable, you shall immediately notify the Council of that fact and of any claim, settlement or judgment made or awarded in connection with it and all relevant particulars that the Council may reasonably require. You shall, if required by the Council, co-operate in any related legal proceedings and refund to the Council that part of any damages or compensation recovered by you relating to the loss of earnings for the period of absence as the Council may reasonably determine less any costs borne by you in connection with the recovery of such damages or compensation, provided that the amount to be refunded shall not exceed the total amount paid to you by the Council in respect of the period of absence.

11. Pension

If you are eligible, we will automatically enrol you into the Local Government Pension Scheme after you have been employed by us for three months. Within a month of being enrolled in the Scheme, you can send an opt-out form if you do not wish to be in the Scheme. If you do not opt out, we will deduct your contributions to the pension scheme from what we pay you. Current details of the Scheme and your rights relating to it, and of your and our contributions, will be provided to you separately.

12. Other Paid Leave

You may be entitled to maternity leave, paternity leave, adoption leave, shared parental leave, parental bereavement leave, neonatal care and pay in accordance with the current statutory provisions.

You may be eligible to take paid Maternity/Adoption Support Leave subject to the rules set out in the Council's policy from time to time which is set out in the Employee Handbook and is in accordance with the current Green Book provisions.

You may be eligible to take paid Compassionate leave subject to the rules set out in the Council's policy from time to time which can be obtained from the Employee Handbook.

We may replace, amend or withdraw the Council's policy on any of the above types of leave at any time.

13. Other Benefits

You are not entitled to any other benefits during your employment.

14. Death or Permanent Disablement arising from Assault

In the event of your death or permanent disability arising from a violent or criminal assault suffered by you in the course of or as a consequence of your employment by the Council you will be paid in accordance with section 7 of the Green Book.

15. Training

It is a specific contractual requirement that you attend any training considers necessary which the Council will pay for. This may include the cost of training and development courses or examinations, and payment of mileage expenses and other expenses in accordance with the Council expenses policy. Where the Council considers it appropriate, it shall give you reasonable paid time off for study.

Office based supervisions and training sessions will take place during normal office hours. Should you fail to keep your training up to date or attend scheduled training sessions you may be subject to disciplinary action.

16. Training Recoupment

The Council may undertake to pay for external training courses which are of direct benefit to you and the Council. You agree that if the Council provides such funding and your employment terminates for whatever reason, after we have incurred liability for the cost, while the course is on-going, or in a specified period of time after completion, that you will refund the Council in accordance with the following scale:

- Before the course starts (to the extent we cannot recover from the course provider) or while the course is on-going or up to 6 months after completion of the course – 100%
- Between 6 months and 9 months after completion of the course – 75%
- Between 9 months and 12 months after completion of the course – 50%.

You agree to the Council deducting the sums under this clause from your final salary or any outstanding payments that might be due to you at the termination of your employment.

17. Termination of Employment/ Contractual Notice

Subject to the terms of the probationary clause, we may bring your employment to an end by giving you written notice as follows:

Length of Continuous Service	Notice Requirement
Up to successful completion of probation period	1 week

From completion of probationary period but less than 5 years service	4 weeks
5 years but less than 12 years	1 week per year
12 years or more	12 weeks

You may bring your employment to an end by giving one week's written notice during your probationary period and by giving us 4 weeks' notice in writing thereafter.

We reserve the right to bring your employment to an end at any time and with immediate effect by notifying you that we are exercising our right under this clause and that we will make within 28 days a payment in lieu of notice (Payment in Lieu) or the first instalment of any Payment in Lieu to you. This Payment in Lieu will be equal to your basic salary (as at the date of termination) and will not include any bonus or commission payments, or any payment in respect of benefits which you would have been entitled to receive, or any payment in respect of any holiday entitlement that would have accrued, during the period for which the Payment in Lieu is made.

We reserve the right to bring your employment to an end immediately without notice or payment in lieu of notice (a) in any case where you are found to be guilty of gross misconduct; (b) if you cease to be entitled to work in the United Kingdom. In that case we shall also be entitled to recover from you any Payment in Lieu (or any instalments) already made.

We may require you to take (or not to take) any outstanding accrued holiday entitlement during your notice period.

Upon or within one month of termination of your employment you are required to surrender to the Council any documents or materials that you have been holding on behalf of the Council.

18. Garden Leave

We reserve the right to require you to remain away from work during the notice period. Where we require you to remain away from work during the notice period (whether you or the Council gave notice) you are required to comply with all other terms of this contract and any other conditions laid down by the Council. Whilst on full pay, you will not be permitted to work for any other person, Company, corporate body or on his/her own behalf, without the Council's prior written permission.

19. Disciplinary and Grievances

Our current disciplinary rules and the disciplinary and grievance procedures which apply to your employment are contained in the Employee Handbook.

These procedures do not form part of your contract of employment and we may amend them from time to time at our discretion. If you wish to appeal against a disciplinary decision you

may apply in writing to the person named in the outcome letter in accordance with our disciplinary procedure.

If you wish to raise a grievance, you may apply in writing to Council Leader and the Chair of the Executive Committee in accordance with our grievance procedure.

We reserve the right to suspend you (with the continued payment of your salary and any other contractual benefits) pending any investigation into any potential dishonesty, gross misconduct or other circumstances which might lead to dismissal for such period as we think fit.

20. Outside Interests

During your employment, unless you have our prior written permission, you must not be involved in any business or activity which in our reasonable opinion affects your ability to devote the whole of your time and attention during working hours to our business or conflicts with the interests of or causes damage to our goodwill. You must give us full details of your involvement in outside employment or business. We will treat failure to do so as a disciplinary matter and dealt with accordingly. If you are unsure as to whether any business or activity has the potential to conflict with the interests of, or damage the goodwill of, the Council you should seek guidance from your line manager.

21. Deductions from Remuneration

We may deduct from any payment we owe to you and in particular from your final salary payment, any sums which you owe to us at any time during or in any event on termination of your employment. This includes, without limitation,

- the amount of any overpayment of salary, wages, bonus or other benefits;
- the amount of any overpayment of sick pay;
- the amount of any overpayment of holiday pay;
- outstanding loans and advances;
- the cost of any Council property or equipment which you fail to return, allowing for fair wear and tear;
- any loss or damage to Council property or our client's property, caused by your wilful act, carelessness or negligence;
- any loss or damage suffered by the Council as a result of you terminating your employment without giving or working the required period of notice;
- any shortage or deficiency of stock or cash for which you were responsible;
- any sums you owe to us in respect of training courses, fees, fines etc.

In respect of any loss or damage to our property, or our client's property, we shall be entitled to deduct the reasonable cost of repair or replacement of such property.

In respect of any shortage or deficiency of stock or cash, we shall be entitled to deduct an amount equal to the full amount or value of the shortage or stock deficiency.

22. Collective Agreement

This contract is subject to the following collective agreements: The National Agreement on Pay and Conditions of Service of the National Joint Council (NJC) for Local Government Services (the Green Book) to the extent that they are compatible with the terms contained within this contract and any relevant Council policies. If there is a conflict between these collective agreements and this contract and/ or Council policies, the terms of this contract and any relevant Council policies shall prevail.

23. Lay Off and Short Time Working

In the event of a situation which prevents us from providing you with work in or throughout any day, for example a short term downturn in work (as an alternative to declaring redundancies) or in the event of an occurrence outside of our control (including, without limitation, fire, Act of God, industrial action affecting a third party), we are entitled not to provide you with work and not to pay you any salary or wages under your contract of employment (except a Statutory Guarantee Payment insofar as required). We are also entitled in such circumstances to place you on short time working.

24. Confidentiality

For the purposes of this contract "Confidential Information" is defined as information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of the Council for the time being confidential to the Council and trade secrets including, without limitation, technical data and know-how relating to the business of the Council or any of its business contacts, including in particular (by way of illustration only and without limitation) designs, performance data, commercial plans and third party confidential information.

You acknowledge that in the course of your employment you will have access to Confidential Information. You therefore agree to accept the following restrictions contained in this clause.

You shall not (except in the proper course of your duties, as authorised or required by law, or as authorised by us), either during the employment, or at any time after its termination (however arising), use or disclose to any person, Council or other organisation whatsoever (and shall use your best endeavours to prevent the publication or disclosure of) any Confidential Information.

The restrictions in this clause do not apply to any confidential information which is or comes into the public domain other than through your unauthorised disclosure.

Nothing in this clause shall prevent you or, where applicable, us (or any of our officers, employees, workers or agents) from:

- a. making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996;

- b. reporting a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution;
- c. doing or saying anything that is required by HMRC or a regulator, ombudsman or supervisory authority;
- d. whether required to or not, making a disclosure to, or co-operating with any investigation by, HMRC or a regulator, ombudsman or supervisory authority regarding any misconduct, wrongdoing or serious breach of regulatory requirements (including giving evidence at a hearing);
- e. complying with an order from a court or tribunal to disclose or give evidence;
- f. disclosing information to HMRC for the purposes of establishing and paying (or recouping) tax and National Insurance liabilities arising from your employment or its termination;
- g. disclosing information to any person who owes a duty of confidentiality (which you and we agree not to waive) in respect of information disclosed to them, including legal or tax advisers or, in your case, persons providing you with medical, therapeutic, counselling or support services (provided they owe you a duty of confidentiality which remains unwaived); or
- h. making any other disclosure as required by law.

25. Intellectual Property

All Intellectual Property rights resulting from and connected with work done by you in the course of your employment shall belong to us. You shall sign all documents and do all things as shall be necessary to vest Intellectual Property in the Company. In this Agreement the expression 'Intellectual Property' includes every invention, process, formula, design, copyright, work in which copyright or design rights may subsist and moral rights made originated or developed in whole or in part in the course of or in connection with your employment by us.

26. Council Property

All documents, manuals, hardware and software provided for your use by the Council, and any data or documents (including copies) produced, maintained or stored on the Council's computer systems or other electronic equipment (including mobile phones), including confidential information as defined in the clause above and copies of confidential information, remain the property of the Council.

On termination of your employment, or at our request at any time during your employment, you shall hand over all Council property (including confidential information as defined in the clause above and copies of confidential information) to your Line Manager and irretrievably delete any information belonging to the Council (including confidential information as defined in the clause above and copies of confidential information) which is stored on any magnetic or optical disk or memory, including personal computer networks, personal e-mail accounts or personal accounts on websites, in your possession or control.

27. Data Protection and Monitoring

You will comply with your obligations under our Data Protection policy and other relevant policies when handling personal data in the course of employment including personal data relating to any employee, worker, contractor, customer, client, supplier, agent, or other third party of ours. This includes policies in relation to IT and communications systems, social media, information security, criminal records information, bringing your own device to work (BYOD), from time to time in force, which are available in our Employee Handbook.

Our systems enable us to monitor email, internet and other online communications. In order to carry out its legal obligations as an employer (such as ensuring employee compliance with the Council's IT related policies), and for other business reasons, we may monitor use of systems including the telephone and computer systems, and any personal use of them, by automated software or otherwise. Monitoring is only carried out to the extent permitted or as required by law and as necessary and justifiable for business purposes.

28. Third Party Rights

No one other than a party to this contract shall have any right to enforce any of its terms.

29. Variation of Terms

We reserve the right to make reasonable changes to any of your terms and conditions of employment, including following a relevant transfer under the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended.

You will be informed of any such changes in writing, the changes taking effect from the date of the notice. Significant changes to your contract of employment will be notified to you not less than one month in advance.

AGREEMENT

I acknowledge receipt of this contract and understand and accept the terms and conditions of employment contained within it.

Signed _____ (You)

Dated _____

Signed on behalf of Diss Town Council

Dated _____

Appendix 1: Sick Pay

Your entitlement to sick pay will be subject to your compliance with our Sickness Absence Policy and is based on the entitlements in the Green Book as set out below:

1. This sick pay scheme is intended to supplement Statutory Sick Pay and Incapacity Benefit so as to maintain normal pay during defined periods of absence on account of sickness, disease, accident or assault.
2. Absence in respect of normal sickness is entirely separate from absence through industrial disease, accident or assault arising out of or in the course of employment with the Council. Periods of absence in respect of one shall not be set off against the other for the purpose of calculating entitlements under this sick pay scheme.
3. Subject to your compliance with our rules as specified above you are entitled to receive sick pay for the following periods:
 - a. During the first year of service: 1 month's full pay and after completing four months' service, 2 months half pay;
 - b. During the 2nd year of service: 2 months' full pay and 2 months' half pay;
 - c. During 3rd year of service: 4 months' full pay and 4 months' half pay;
 - d. During 4th and 5th years of service: 5 months' full pay and 5 months' half pay;
 - e. After 5 years' service: 6 months' full pay and 6 months' half pay.
4. The Governing Body shall have discretion to extend the period of sick pay in exceptional cases.
5. The period during which sick pay shall be paid, and the rate of sick pay, in respect of any period of absence shall be calculated by deducting from your entitlement on the first day, the aggregate of periods of paid absence during the twelve months immediately preceding the first day of absence.
6. In the case of full pay periods, sick pay will be an amount which when added to Statutory Sick Pay and Incapacity Benefit receivable will secure the equivalent of normal pay.
7. In the case of half-pay periods sick pay will be an amount equal to half normal earnings plus an amount equivalent to Statutory Sick Pay and Incapacity Benefit receivable, so long as the total sum does not exceed normal pay.
8. For the purpose of calculating sick pay, normal pay includes all earnings that would be paid during a period of normal working, but excluding any payments not made on a regular basis.
9. The social security benefits to be taken into account for the calculation of sick pay are those to which you are entitled on the basis that you have satisfied so far as is possible:
 - a. the conditions for the reporting of sickness as required;
 - b. the claiming of benefits;
 - c. the obligation to declare any entitlement to benefits; and
 - d. any subsequent changes in circumstances affecting such entitlement.

10. If you are prevented from attending work because of contact with infectious disease, you shall be entitled to receive normal pay. The period of absence on this account shall not be reckoned against your entitlements under this scheme.
11. If you abuse the sickness scheme or are absent on account of sickness due or attributable to deliberate conduct prejudicial to recovery or your own misconduct or neglect or active participation in professional sport or injury while working in your own time on your own account for private gain or for another employer, sick pay may be suspended. The Council shall advise you of the grounds for suspension and you shall have a right of appeal to the appropriate committee of the Council. If the Council decide that the grounds were justified, then you shall forfeit the right to any further payment in respect of that period of absence. Abuse of the sickness scheme will be dealt with under the disciplinary procedure as appropriate.



Working Time Opt-Out Agreement

I agree with my employer, Diss Town Council, that my weekly working time averaged over any 17 week reference period may exceed 48 hours and I hereby opt out of the limit on working time set down by the Working Time Regulations 1998. I understand I may end this opt-out at any time by giving my employer not less than three months' written notice.

Name:

Signed:

Dated:

Visit Diss – Website & Promotion Update

Background

In April 2024, a WordPress website for **Visit Diss** was created by Red Dune, following the same template as other Visit brand websites (e.g. Wymondham and Harleston). At the time, it was assumed that this format would be straightforward for staff to edit and maintain.

Costs to Date

- **£2,376** has been paid to Red Dune in total (no further outstanding costs).
- Content for the website was provided by Geoff Dixon and requires review.

Logo

- A logo was designed by SNDC (Graham Peers) in line with other Visit brand logos.

VisitDiss

- TakeTwo staff (based at No. 8 The Marketplace) who are managing the social media campaign said the current logo is not well-suited for social media use (too long for circular graphics).
- Proposal: redesign the logo in a **stacked format** (“Visit” above “Diss”), similar to Visit Harleston, but in colours tailored to Diss. *Ideas included here:*



Website Maintenance

- Staff have experienced difficulties making amendments in WordPress, particularly with plugins and add-ons.
- By comparison, Wix is more user-friendly and several staff members are trained to use this with our current Town Council website, meaning the new site could be easily edited by others if required.

Next Steps

- **Proposal:** Recreate the Visit Diss website in **Wix**.
- Not all WordPress features (e.g. self-service “add your own listing”) are available in Wix. However, a simpler approach of linking directly to existing business websites will:
 - Reduce duplication of information.
 - Ensure updates are only required at source.
- Exploration of an interactive map of Diss to be considered, allowing businesses to be plotted with clickable links to their own sites.

Pending Costs

- **£200** – Steve Jackman (Wix support engineer) to build new site using content from WordPress.
- **£100 annually** – Ongoing Wix hosting. This compares with an annual hosting cost from Red Dune of £240.

Timescales

- Original aim: **September 2025 launch**.
- Subject to workload, Steve Jackman can build the site within a few days, keeping mid–late September as a feasible launch date.
- H & C will:

- Continue managing social media in the meantime.
- Replace the logo once redesigned.
- Launch a new Instagram account for Visit Diss.

Social Media

- H & C currently manage social media for No. 8 Marketplace, some local events, and What's On (Heritage Trust).
- Existing networks include a private 'Diss Independent Shops' Facebook group (established during Covid) and the new 'Visit Diss' Facebook page, which already gained 84 followers from one video post.
- Social media launch strategy will build on these foundations rather than starting from scratch.
- Suggested content:
 - "Then and Now" photo comparisons of Diss shops (expected to generate strong engagement).
 - Seasonal promotions such as Christmas hamper giveaways, seasonal offers/competitions (previously successful).

Events & Opportunities (AOB)

1. **Partnerships** – Bungay's Business Association collaborates with its Council on high street events. H & C are keen to adopt similar approaches to boost footfall in Diss. "Best of Norfolk" may be able to organise events for Diss (pending availability).
2. **Market Opportunities** – Potential to extend the Friday market down Mere Street during existing road closures.
3. **Low-Cost Events** – Family-friendly activities such as giant games in Market Place with coffee/cake stalls could attract visitors, especially during weekends and holidays.

Recommendation for Councillors:

That members approve the transition from WordPress to Wix for the Visit Diss website, with associated costs of £200 set-up and £100 annual hosting.

Progress Report

Item 10

Committee	Minute Ref	Subject	Action	Assigned to	Timescale	Comments or further action
Executive	EX1024/13	Progress Report	It was agreed to push back the revisions to the staffing handbook and review to June 2025.	Clerk / RP	September/Oct	On agenda
	EX0125/11	Staff Performance Management Review	To recommend to Full Council the adoption of the new staff appraisal scheme with associated forms, policy and subject to final comments from members and staff.	Clerk	Aug / Sept 2025	Appraisals have been booked in for August / September for all staff.
	EX0625/09	Banking	It was noted that due to Carnival workload, the meeting to apply for the Unity Trust bank account had been postponed until next week.	Clerk / Finance Officer	11.06.25	Unity bank account now open with balances transferred and payments authorised. RFO very impressed with service from Unity so far. The only two Barclays accounts will be DSAC (current & saver & rarely used).
	EX0625/10	Internal Controls Councillor	to amend clause 2.6 of the Financial Regulations to allow the Mayor to continue as the Council's Internal Controls Councillor.	Clerk	Immediately	Completed
	EX0625/11	Data Protection	To set up a budget code for data protection for £650 + 10% each year from 2026-27 onwards subject to liaison with Contractor D regarding review frequency.	FO	Immediately	Completed. Clerk meeting with contractor early September to discuss review timescale.
	EX0625/12	Asset Register	Members noted the contents of the report reference 09/2526 regarding the Asset Register Review. It was also noted that the impact of the recent valuations will be advised by Zurich in due course.	Clerk	Once received	DTC received refund on premium of £292.36 based on the new sums insured below until end of financial year.