



CITY OF  
*Lincoln*  
COUNCIL

**APPENDIX A**

**PRIVATE AND CONFIDENTIAL**

<<formatted\_name>>

<<formatted\_address>>

**Chief Executive & Town Clerk**

**Angela Andrews CPFA**

City Hall, Beaumont Fee,

Lincoln. LN1 1DD

Telephone: (01522) 881188

Facsimile: (01522) 873546

Website: **[www.lincoln.gov.uk](http://www.lincoln.gov.uk)**

Minicom: (01522) 873693 - Reception

Maurice Souter Ali Thacker Alison Kelby is dealing with this matter

E-mail: [maurice.souter@lincoln.gov.uk](mailto:maurice.souter@lincoln.gov.uk)

[ali.thacker@lincoln.gov.uk](mailto:ali.thacker@lincoln.gov.uk)

[alison.kelby@lincoln.gov.uk](mailto:alison.kelby@lincoln.gov.uk)

Direct Line: 01522 873801 / 225/  
397/3390

Date: <<date>>

Dear <<first\_forename>>

**Permanent Contract – <<job\_title>>**

Congratulations, I would like to confirm the offer of <<job\_title>> with effect from <<job\_start\_date>>.

Your full-time equivalent salary will be £<<payscale\_actual\_rate\_of\_pay\_value>> within the grade of <<grade\_description>>. [insert if applicable – Your salary will be pro-rated to £xxx based on your contractual hours of work.

You will be required to attend an induction with your manager and you will be given further information in relation to that on your first day.

I enclose documentation for your attention and would be grateful if you could complete the documents and return those to me, as follows:-

- Contract of Employment – please read the contract carefully to ensure that you understand the terms upon which this post is being offered to you. Please sign and date a copy of your contract and return to me over email. If you have any queries in relation to the contractual terms you should not hesitate to contact me.
- Job Description – please sign and date a copy of the job description and return that to me. Please keep a copy for your own records.

Please bring with you on your first day, your P45 if available.

If you have any questions before you start with us, please do not hesitate to contact me on the above number.

I wish you every success in your new post.

Yours sincerely

**Maurice Souter**

**Ali Thacker**

**Alison Kelby**

**HR Associate / HR and Payroll Team Leader**

## **Standard Terms and Conditions of Employment**

### **1.0 Employee's details**

- 1.1 The Employee is <<formatted\_name>>.
- 1.2 Job title <<job\_title>> with effect from <<job\_start\_date>>.
- 1.3 Grade <<grade\_description>>.
- 1.4 Your terms and conditions of employment are in accordance with the National Joint Council for Local Government Services, National Agreement on Pay and conditions of Service except where local agreements are in place.

### **2.0 Employer's Name and Address**

- 2.1 Your Employer is     City of Lincoln Council  
                                 City Hall  
                                 Beaumont Fee  
                                 Lincoln  
                                 LN1 1DD
- 2.2 The employer will be known as the Council in the remainder of your Terms and Conditions of employment.

### **3.0 Period of Employment**

- 3.1 For statutory purposes your period of continuous employment with the City of Lincoln Council will start from <<org\_start\_date>>.
- 3.2 For the purposes of entitlements regarding:
  - ◆ Occupational Sick pay
  - ◆ Occupational Maternity pay
  - ◆ Annual leave
  - ◆ Redundancy payment

Continuous service will include continuous previous service with any public authority to which the Redundancy Payments (Continuity of Employment in Local Government, etc.) (Modification) Order 1999 (as amended) applies.

Your date for these purposes is <<reckonable\_service\_date>>.

- 3.3 The first 6 months of employment with the Council will be a probation period. During this period your performance, attendance, competence, behaviour and conduct will be monitored and assessed. The Council has the right to terminate your employment with one week's notice at any time during or at the end of this probationary period. As an

exception you can give one week's notice within the probationary period in accordance with the Probation Policy.

- 3.4 The Council can extend any probationary period if the line manager considers the employee's performance, attendance or conduct is unsatisfactory.
- 3.5 If you move roles or are promoted internally within the Council you will not have to complete a probationary period but your progress will be monitored and reviewed regularly with you during your first 6 months in post.

#### **4.0 Job Title**

- 4.1 Your job title is <<job\_title>> in accordance with your job description.
- 4.2 Your duties are outlined in your job description. The Council reserves the right, in consultation with you, to amend your job title and role to take into account changing requirements. You may be required to undertake additional or other duties in line with your grade and current job role, to meet the needs of the business of the Council.

#### **5.0 Salary**

- 5.1 Your initial salary is £<<payscale\_actual\_rate\_of\_pay\_value>> within the grade of <<grade\_description>>.

Increments, if applicable, will be paid annually each year on the anniversary of your start date or of a change in grade until you reach the top of your grade.

- 5.2 Your salary will be paid monthly two weeks in arrears and two weeks in advance by credit transfer on the 15th day of each month.
- 5.3 Your salary will be reviewed annually, with effect from the 1 April each year.

#### **6.0 Deductions**

- 6.1 The Council has the right to deduct any money you owe the Council from your pay, including:
  - over-payments
  - loans made to you by the Council

#### **7.0 Place of work**

- 7.1 Your normal base will be <<location>> but the Council reserves the right to change this to any other place within the geographical area served by the Council.

## **8.0 Normal hours of Work**

- 8.1 You are normally required to work <<contractual\_hours>> hours per week, over .... days per week or in accordance with the rota given to you by your Manager.
- 8.2 You may be required to work overtime in addition to your normal hours of work. Your Manager will give you reasonable notice. Authorised overtime will be paid in accordance with the National Agreement and any individual agreements made under the Flexible working policy.

## **9.0 Holiday Entitlement**

- 9.1 Annual leave must be booked and taken in accordance with the Annual Leave Policy. Your leave year will run from your date of appointment with the Council and your entitlement is pro rata to a full time equivalent of 37 hours per week. Leave entitlements increase with length of service and are shown in the table below.

Grade	Less than 5 years	After 5 years	After 10 years	After 15 years	After 20 years
S1a – S4 and Apprentices	170.2 hours	207.2 hours	214.6 hours	222 hours	229.4 hours
S5 – S6	192.4 hours	207.2 hours	214.6 hours	222 hours	229.4 hours
SO1 – PO2B	207.2 hours		229.4 hours		
CX, Director, Assistant Director, PO2C and PO2D	236.8 hours		259 hours		
Craft	177.6 hours	214.6 hours			

- 9.2 If the Council terminates your employment for gross misconduct, you will be paid any outstanding statutory holiday entitlement only. Any sums owed to the Council may be deducted from any money owing to you.
- 9.3 The Council reserves the right to require you to take any unused Council holiday entitlement during your notice period. This may include any leave due to be taken after the end of your notice period.

## **10.0 Notification of Sickness**

- 10.1 Notification of sickness must be in accordance with the Council's Procedures for Managing Absence.

- 10.2 If you are unable to attend work and your absence has not previously been authorised by your Manager, you must inform your Manager of your absence and the reasons for it in accordance with the Management of sickness Absence Policy.
- 10.3 If you are absent from work due to sickness or injury that continues for more than seven days, including weekends you must provide the Council with a medical certificate by the eighth day of sickness or injury. After this medical certificates must be provided to the Council to cover any continued absence.
- 10.4 The Council reserves the right to ask you for a medical certificate at any time during periods of sickness. The Council will pay for any costs you incur in doing so, provided you produce a receipt.
- 10.5 Immediately following your return to work after a period of absence, you must complete a return to work form and attend a return to work interview.
- 10.6 If your doctor has certified your absence, your certificate must either have a return date on it, or you must obtain a fitness to return to work statement from your doctor before returning.
- 10.7 If you fail to comply with these arrangements without good reason it may disqualify you from entitlement to sick pay and may lead to disciplinary action.
- 10.8 The Council reserves the right to require you to attend an Occupational Health appointment at any time during your employment in connection to and/or in conjunction with Council Policies. If you refuse to attend, or you withhold your consent to a medical report being disclosed to the Council, we may need to make decisions affecting your employment without the benefit of medical input, which could be to your detriment.

## **11.0 Sick Pay**

- 11.1 If you are absent from work due to sickness or injury and comply with the Council's sickness procedures you will receive sick pay in accordance with the National Agreement on Pay and Conditions of Service.
- 11.2 The Council reserves the right to ask you to be examined at any time by an independent doctor or to attend a consultation with the Occupational Health Service. The Council will pay any associated costs.
- 11.3 Where there is a risk that your health and/or, in the case of pregnant women, the health of the unborn child may be endangered by exposure to the normal work environment you are entitled to be suspended on medical grounds with full pay until the risk can be effectively managed.

- 11.4 If you are absent from your duties due to sickness or injury for a period or periods in excess of your maximum Council sick pay entitlement, the Council will not be obliged to make any further payments to you. In exceptional circumstances discretionary sick pay can be applied for through your Director.
- 11.5 You must notify Human Resources if your absence is caused by the actions or negligence of a third party from which you are able to recover damages that cover your sick pay. The Council retains the right to reclaim any sick pay, paid to you during that period.

## **12.0 Pension**

- 12.1 As you are eligible to join the Local Government Pension scheme, you will automatically be enrolled in that scheme.

## **13.0 Notice period to terminate your Employment**

### **13.1 Grades S1 – S6**

- 13.2 You must give 1 calendar month notice in writing of your intention to terminate your employment.
- 13.3 The minimum period of notice the Council must give you after completion of any probationary period, is one month rising after 4 years' service by one week each year up to a maximum of 12 weeks.

### **13.4 Grades S01 – S02**

- 13.5 You must give 2 calendar months' notice in writing of your intention to terminate your employment.
- 13.6 The minimum period of notice the Council must give you after completion of any probationary period, is two months rising after 8 years' service by one week each year up to a maximum of 12 weeks.

### **13.7 P0 grades and above**

- 13.8 You must give 3 calendar months' notice in writing of your intention to terminate your employment.
- 13.9 The minimum period of notice the Council will give you after completion of any probationary period is 3 months.

### **13.10 PILON**

The organisation reserves the right to terminate your employment by making a payment in lieu of notice for all or any part of your notice period. Any PILON would be subject to agreement with the Council

and Employee.

#### **14.0 Disciplinary and Grievance Procedures**

- 14.1 The Council deals with disciplinary and grievance matters in accordance with its disciplinary and grievance procedures. Copies of all HR policies and procedures are available on the Council's intranet, reception at Hamilton House or from the Human Resources department.

#### **15.0 Code of Conduct**

- 15.1 All employees must act in accordance with the Council's Code of Conduct. Employees who fail to act in accordance with the Code of Conduct may face disciplinary action.

#### **16.0 Transportation**

- 16.1 Business mileage must be claimed in line with the Travel Policy.
- 16.2 To claim business mileage, you must produce a current certificate of motor insurance covering for business use, full driving licence and MOT certificate (for cars over 3 years old) on an annual basis, when you change your car or when requested.

#### **17.0 Acceptance of gifts**

- 17.1 You cannot accept any gift and/or favour of whatever kind from any customer, client or supplier of the Council without the prior written consent of your Manager.

#### **18.0 Other Employment**

- 18.1 If you want to engage either directly or indirectly in any other business or employment you must have prior written consent from your Assistant Director. This will not be unreasonably withheld.

#### **19.0 Confidentiality**

- 19.1 You must not disclose or allow the disclosure of information of a confidential nature relating to the Council, its employees or customers except in the proper course of your employment.
- 19.2 You must not remove any documents or tangible items that belong to the Council or contain any confidential information from the Council's premises at any time without proper advance authorisation.
- 19.3 On the termination of your employment with the Council you must return all documents and tangible items that belong to the Council or

that contain or refer to any confidential information in your possession or under your control.

- 19.4 You must, if requested by the Council, delete all confidential information from any re-useable material and destroy all other documents and tangible items that contain or refer to any confidential information in your possession or under your control.

## **20.0 Health and Safety at Work**

- 20.1 The Council will take all reasonably practicable steps to protect your health and safety and welfare while at work. You must familiarise yourself with the Council's Health and Safety policy and its Safety and Fire Rules. It is your legal duty to take care of your own health and safety and that of your colleagues.

- 20.2 The Council operates a no-smoking policy.

## **21.0 Maternity/Paternity**

- 21.1 The rights to maternity and paternity leave and pay are in accordance with the National Agreement.

## **22.0 Collective Agreements**

- 22.1 Your terms and conditions of employment will be in accordance with collective agreements negotiated with the National Joint Council for Local Government Services and any local agreements reached with the Council's recognised Trade Unions. Any changes to these agreements will be incorporated in your terms and conditions of employment.

## **23.0 Statement of Employment Particulars**

- 23.1 This agreement contains the written particulars of employment the Council must give you in accordance with the Employment Rights Act 1996.
- 23.2 This agreement replaces and terminates all previous letters of engagement, and agreements whether in writing or verbal, relating to your employment, all of which shall be deemed terminated. This agreement along with the HR policy Handbook which can be found on the Council's intranet, constitutes the entire terms and conditions of your employment.

**Signed** .....  
On behalf of the City of Lincoln Council

**Dated** .....

I confirm acceptance of the terms herein stated.

**Signed** .....

**Dated** .....