



Statement of Terms and Conditions of Employment

This statement sets out the proposed terms and conditions of employment between Surrey Heath Borough Council ('the Council') and **XXXX** ('You'). Where relevant, these terms and conditions will replace in their entirety all existing terms and conditions, agreements and arrangements whether in writing or otherwise.

The Council may amend or vary your terms of employment from time to time and shall notify you of such amendments or variation. If the change is substantial the Council will advise you in writing.

1.0 Position/Personal Details

1.1	Name	XXXX
1.2	Position title	XXXX
1.3	Position number	XXXX
1.4	Service	XXXX
1.5	Salary grade / spinal column point	XXXX
1.6	Salary per annum	XXXX
1.7	Hours per week	XXXX
1.8	Commencement Date of Employment with this Council	XXXX
1.9	Commencement Date of Local Government Continuous Service	XXXX
1.10	Nature of Employment	Permanent
1.11	Initial Location with reference to 2.3	Surrey Heath House, Camberley
1.12	You will be responsible to	XXXX



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2.0 Terms and Conditions of Service

2.1 Your terms and conditions of employment are as set out in this document, in the subsidiary documents referred to herein, and to the Council's staffing decisions and regulations as applicable to all staff employed on Surrey Heath (SH) Grades.

2.2 From time to time variations in your terms and conditions of employment will result from the reviews mentioned in this document and also from local collective agreements between the Council and the Staff. These variations will be separately notified to you or otherwise incorporated in documents which are available to you for reference. In either instance, the effect will be that the changes are incorporated into your contract of employment.

2.3 Your appointment is to the service of the Council and you will be based at the above location or at such other place of employment within the Council, following consultation with you. This may include working within different areas and locations, where there is a service requirement and it is considered staff hold the relevant skills and experience. Any relevant training and support will be provided in these circumstances if required.

(delete if not applicable) Please be aware that the Council operates in a hybrid way which involves some home working for your post. Please refer to the Agile Working Policy for further information. Please ensure that you have efficient Wi-Fi access to enable you to carry out your role to work from home.

2.4 Your off duty hours are your own personal concern, but you should be aware that the public is entitled to demand of a local government officer conduct of the highest standard and, therefore, you must never put yourself in a position where your duty and your private interests conflict.

2.5 Any paid employment outside of that contained in this appointment at a salary grade 56 and below must be approved notified and agreed by your Line Manager and/or Head of Service/Strategic



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Director ~~the Chief Executive in consultation with HR~~ in consultation with HR Manager or Head HR, Performance and Communications. This includes any freelance or self-employed project or on-going engagement.

2.6 If your role is at a salary grade 6 and above, the expectation is that you will give all your available working time to Surrey Heath Borough Council. If you still wish to take on additional paid employment then you will need permission from your Head of Service/Strategic Director who will consult with the Head of HR, Performance and Communications.

2.7 If you are considering taking on additional paid employment this should not exceed a 48-hour week, with regards to the Working Time Directive. For your work life balance, you should ensure that you take sufficient breaks between periods of work. Any additional employment must not conflict, or any perception it could conflict, with your duties at Surrey Heath Borough Council

3.0 Salary

3.1 The Surrey Heath SH Grades are inclusive and take into account all regional/local factors.

3.2 Incremental progression for standard performance within the grade is by positive recommendation in accordance with the Appraisal Development Scheme.

3.3 The Council will undertake an annual review of its SH Grades, in accordance with the Pay Policy which will take effect from 1 April each year.

3.4 For the purposes of the Employment Rights Act 1996 you authorise the Council to deduct from your salary, any sums due to the



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Council including, without limitation, any over payment of salary and any advances or loans made to you by the Council. In the event of such sums being due to the Council on the termination of your employment, and if your final salary payment is insufficient to allow for the whole of any such deduction, you will be required to repay the outstanding amount due to the Council within one month of the date of termination of your employment. In these circumstances you will be protected by minimum wage regulations.

3.5 Any benefits or discretionary payments supplied to you or your family from time to time that are not expressly referred to in this statement are provided ex gratia and shall not form part of your contract of employment and can therefore be changed without the need for consultation or contract variation.

4.0 Hours of Work

4.1 Your normal working week is detailed under point 1.7 however, your actual attendance pattern will be dependent upon the exigencies and requirements of the service. Attendance patterns should be agreed with your Line Manager or, where appropriate, your Head of Service or Strategic Director.

Or (Grade 31 ~~31~~ 20 above)

4.1 Your normal working week will be based on 37 hours. Overtime is not payable even if additional hours are worked, except by prior written agreement of the Chief Executive. The actual attendance pattern of senior professional local government staff is necessarily flexible and dependent upon the exigencies and requirements of the service. Attendance patterns should be agreed with the Chief Executive.

4.2 In the event of a major incident (or other civil emergency), it is the Council's expectation that staff will respond if requested to do so either in or out of working hours.



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5.0 Holidays

5.1 The basic annual paid leave entitlement for this role is **XX** hours (**XX** days) prorata for part time employees.

5.2 With effect from the leave year following five years' continuous local authority or other recognised service, the basic annual paid leave entitlement for this role is **XX** hours (**XX** days) prorata for part time employees

5.3 In addition to the basic annual paid leave entitlement and the statutory public holidays, the Council also grants additional days during the closure of the Council's Offices between Christmas and New Year. Staff will be expected to take one day of leave from their annual leave entitlement during this period. ~~holiday which is customarily attached to the Christmas holiday. The Council, may at its discretion ask you to take up to 2 days annual leave during the Christmas holiday.~~ This is facilitated by a combination of a contractual day's leave and the awarding of a further additional day's leave, these will both be referred to as Company Days.

~~5.4 If you are required~~ Officers required to work over the Christmas period you will receive an additional day/s in your ~~their~~ leave entitlement. This additional day will need to be taken by the end of February of the following year.

5.5 The annual leave year will run from April to March. Actual periods of leave must be authorised in advance by ~~the Strategic Director/Head of Service or his/her representative.~~ your line manager. Leave will be granted on a 'first come first served' basis taking into account the exigencies of the service and the need to maintain continued cover.

5.6 Subject to approval, ~~an officer may carry forward up to 37 hours annual leave entitlement from one leave year to the next, up to a cumulative maximum of 148 hours to facilitate for example, an~~



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~~extended trip abroad, additional programmed study leave, or sabbatical purposes.~~

employees can opt to bank leave each year, up to a cumulative maximum of 20 days (148 hours) (pro-rata for part time staff) to facilitate, for example, an extended trip abroad, additional programmed study leave, or sabbatical purposes. Refer to Leave and Special Leave Policy and Procedure.

5.7 Where an officer leaves the employment of the Council they will be required to repay any leave taken beyond their proportional entitlement and this will be deducted at source from their final salary payment. It is a requirement of this Council that all leave due to a person is taken during the notice period unless, there is express agreement from the Strategic Director/Head of Service and S151 Officer to be paid the outstanding leave ~~Where an officer intends to leave the employment of this Council and will be unable to take or transfer their proportional leave entitlement, due to work commitments, then they may receive payment for the untaken leave up to their proportional entitlement.~~

5.8 Full details of Annual Leave, calculations to entitlements, bank holidays, Company Days and Christmas Closure can be found in Surrey Heath Borough Council Leave and Special Leave Policy and Procedures

6.0 Probationary Period

6.1 All new external appointments are subject to a probationary period. If applicable, your employment by the council is subject to a probationary period of six months, during which time you will be required to demonstrate to the Council's satisfaction your suitability for the position in which you are employed. This period may be extended at the Council's discretion-, further details can be found in the Probation Policy and Procedure on the Council's intranet. It ~~is~~ without prejudice to the Council's right to terminate your employment before the expiry of the probationary period. During your probationary period, the Council's Disciplinary Policy and Procedure may not apply. You are required to give one week's notice if you decide to terminate your employment during your probationary period.



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6.2 Local Government Continuous Service is recognised for the purposes of the notice period we are required to give you, redundancy, pension, annual leave, maternity and sickness absence.

6.3 Where an individual has been placed at risk of redundancy and is redeployed into a new suitable alternative role, a trial settling in period of 4 weeks shall apply, to assess their suitability during which time the individual retains their rights to redundancy. The employer also retains the right to implement redundancy if the role proves unsuitable for the employee.- In the event of the role proving to be unsuitable, the individual would again be placed at risk of redundancy and alternative suitable roles would be considered.

7.0 Pension

7.1 All Surrey Heath employees who under the age of 75 and have a contract of employment for at least 3 months will automatically become a member of the Local Government Pension Scheme (LGPS) on their first day of employment, unless they opt out of the scheme upon joining the Council. You will be required to pay the relevant contributions to Surrey County Council LGPS. Further information on LGPS can be found in the Pension Policy Statement and Surrey County Council Pension website. If your contract of employment is for less than 3 months, or you are a casual worker, you may elect to join the LGPS should you wish to do so.

7.2 The LGPS is a tax approved, defined benefit occupational pension scheme set up under the Superannuation Act 1972.

8.0 Continuous Service

8.1 Your period of continuous service dates from the date of commencement of employment with this Authority.

8.2 Exceptions to this are where periods of previous service with other Local Authorities and related employers are allowed to count as continuous employment for certain purposes.



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9.0 Travelling & expenses

9.1 All claims for travelling will be treated in line with Car and Road User Policy and guidelines published on Surrey Heath Borough Council Intranet (Warbler).

10.0 Qualification Training Assistance and Professional Memberships

10.1 Any qualification training assistance payments made to you are subject to the Conditions of Grant set out in the Council's Post Entry Training Scheme.

10.2 Surrey Heath will support you in your continuous professional development by financing one subscription to a professional membership each financial year. The membership should be applicable to your current role.

11.0 Criminal Records

11.1 As part of the recruitment process any criminal records check is completed by Disclosure Barring Service (DBS).

11.2 If your post requires a DBS check then periodically this will be reviewed. A review will normally necessitate another criminal records check.

11.3 It is the responsibility of staff to immediately advise Human Resources of any criminal records received which are relevant to the role to which they are employed. If there is any uncertainty to relevance then please approach Human Resources to discuss. Failure to do so could result in the Council evoking their Disciplinary Policy and Procedure.



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12.0 Sickness Absence and Sick Pay

12.1 All sickness absence and sick pay will be treated in line with the Council's [Attendance-Sickness Absence](#) Policy and Procedure.

13.0 Disciplinary Procedure

13.1 The Council's Disciplinary Procedure, is set out in the Council's Disciplinary Policy & Procedure document, [which can be found on the Council's intranet \(Warbler\)](#). The Council reserves the right to suspend you at any time, with pay, whilst investigating any disciplinary matter or for a health and safety reason. For the avoidance of doubt, the Council's Disciplinary Policy and Procedure may not apply during probationary periods.

14.0 Grievance Procedure

14.1 The Council's Grievance Procedure, is set out in the Council's Grievance Policy and Procedure document [which can be found on the Council's intranet \(Warbler\)](#). The purpose of the Grievance Procedure is to enable you to resolve any problems you may have about any aspect of your employment.

15.0 Notice

15.1 **You are required** to give **XX** weeks' notice in writing of termination of your employment.

15.2 **The Council** will also give a **minimum** of **XX** weeks' notice in termination of employment. However, depending on length of service the Council must also meet the statutory minimum periods of notice which are:



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Period of Continuous Employment	Minimum Notice
Four weeks or more but less than 2 years	1 week
Two years or more but less than 12 years	1 week for each year of continuous employment
Twelve years or more	Not less than 12 weeks of notice

15.3 If you have resigned with notice, or you have been given notice to terminate your contract by the Council, the Council reserves the right, at its sole discretion, to require you not to attend your place of work for all or part of the notice period. In these circumstances, your contract will continue in force until the end of the notice period and you will continue to receive full pay and benefits in the normal way. You will also remain bound by all the obligations and restrictions set out in your contract of employment, save the duty to attend work. You must, within reason, remain available to be contacted by the Council. Under these circumstances, you are not permitted to take up employment elsewhere during the notice period.

15.4 During your notice period you should work with your Line Manager to ensure a complete handover of your duties and responsibilities. You must ensure that important council documents are kept in central locations that can be accessed by your line manager.

15.5 Please liaise with your manager regarding taking -any outstanding annual leave during your notice period. Please refer to section 5.7 of this document. ~~to ensure your work life balance but also the needs of the business are met before your departure date.~~



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16.0 Subsidiary Documents

16.1 By signing and returning this Statement, you agree to be bound by all Surrey Heath Borough Council policies relating to your employment by the Council.

I acknowledge receipt of this Statement and accept this appointment in accordance with the above Statement of Terms and Conditions of Employment.

This statement will be stored electronically within your personnel file for the period of your employment and thereafter, no longer than is necessary for the purposes for which it is processed in line with Data Protection Legislation.