

## STATEMENT OF MAIN TERMS OF EMPLOYMENT

This Statement, together with the Employee Handbook, forms part of your Contract of Employment (except where the contrary is expressly stated) and sets out particulars of the main terms on which  
**Brackla Community Council, Oak Tree Surgery, Whitethorn Drive, Brackla, Bridgend, CF31 2PQ**  
 employs

BRIAN WHITLOCK

Your employment began on 01/04/2000  
 No previous employment counts as part of your period of continuous employment.

**JOB TITLE** Gardner/Handyperson

### PLACE OF WORK

You will normally be required to work at/from Oak tree Surgery, Whitethorn Drive, Brackla, Bridgend, CF31 1PQ and throughout the Brackla Community Council area as required.  
 You will not be required to work outside the United Kingdom.

### HOURS OF WORK

Your normal hours of work are 37 per week, 7.30 am. to 4.00 pm. Monday to Thursday with a 30 minute unpaid break each day and 7.30 am. to 12.30 pm. on Friday. These hours of work are subject to variation as mutually agreed. You may be required to work additional hours when authorised and as necessitated by the needs of the Council.

### REMUNERATION

Your salary is currently £xx per annum payable weekly, in arrears, by credit transfer as detailed on your pay statement. Our rates of pay are, at our absolute discretion, subject to inflationary increases. Any authorised additional hours worked between Monday to Friday, will be paid at time and a half. Any authorised hours worked on Saturday will be paid at time and a half and on Sunday payment will be at double time.

### COLLECTIVE AGREEMENTS

There are no collective agreements which directly affect your terms and conditions of employment.

### ANNUAL HOLIDAYS

Your holiday year begins on 1<sup>st</sup> April and ends on 31<sup>st</sup> March each year. You will receive a paid holiday entitlement of 25 working days (pro-rata if applicable), 185 hours equivalent, during a complete holiday year. Your annual holiday entitlement will increase by five days, 37 hours equivalent, upon completion of five years' continuous service from the commencement date of the holiday year following the completion of five years service. For part years of service your entitlement will be calculated as 1/12th of the annual entitlement for each completed month of service during that holiday year.

You should avoid taking holiday on the day that the monthly Community Council meetings are held.

Other conditions relating to the taking of annual holidays are shown in the Employee Handbook to which you should refer.

### PUBLIC/BANK HOLIDAYS

In addition to the annual holiday entitlement you are allowed, on a pro rata basis, the following public/bank holidays each year with pay or alternative days as decided by us:-

New Year's Day	The last Monday in May
Good Friday	The last Monday in August
Easter Monday	Christmas Day
The first Monday in May	Boxing Day

### SICKNESS PAY AND CONDITIONS

We have a contractual sickness/injury payments scheme which provides payment, inclusive of SSP, during periods of certificated sickness/injury as follows:-

CONTINUOUS SERVICE ON FIRST DAY OF INCAPACITY	MAXIMUM PAYMENT IN ANY 12 MONTH PERIOD	
	Full Pay	Half Pay
Less than 4 months	1 month	Nil
4 months but less than 1 year	1 month	2 months
1 year but less than 2 years	2 months	2 months
2 years but less than 3 years	4 months	4 months
3 years but less than 5 years	5 months	5 months
5 years or more	6 months	6 months

Conditions relating to the above are shown in the Employee Handbook to which you should refer.

**PROCEDURES FOR DEALING WITH CAPABILITY ISSUES**

The procedures that will apply when dealing with capability issues that may arise during the course of your employment, including dismissal on the grounds of capability, are shown under the heading "Capability and Capability Dismissal Procedures" in the Employee Handbook to which you should refer. For the avoidance of doubt, these procedures will also incorporate (on a non-contractual basis) the procedures shown under the heading "General Dismissal and Appeal Procedures" where legally required.

**DISCIPLINARY AND DISCIPLINARY DISMISSAL PROCEDURES**

The disciplinary rules that form part of your contract of employment and the procedures that will apply when dealing with disciplinary issues and disciplinary dismissals are shown under the heading "Disciplinary and Disciplinary Dismissal Procedures" in the Employee Handbook to which you should refer. For the avoidance of doubt, these procedures will also incorporate (on a non-contractual basis) the procedures shown under the heading "General Dismissal and Appeal Procedures" where legally required.

**CAPABILITY/DISCIPLINARY APPEAL PROCEDURE**

Should you be dissatisfied with any decision to take action or dismiss you on capability/disciplinary grounds, you should apply, either verbally or in writing, to the Appeals Sub Committee within five working days of the decision you are complaining against. Further information can be found in the Employee Handbook under the heading "Capability/Disciplinary Appeal Procedure" to which you should refer.

**GENERAL DISMISSAL AND APPEAL PROCEDURES**

The procedures that will apply, where legally required, when dealing with dismissals other than capability/disciplinary dismissals, are shown under the heading "General Dismissal and Appeal Procedures" in the Employee Handbook to which you should refer. These procedures are set down by statute and do not form part of your Contract of Employment. Should there be any change to the relevant statutory procedures or to the circumstances in which they apply then such changes will be taken into account. Additional procedures may be followed where appropriate to the circumstances of any particular case. Should you be dissatisfied with any decision to dismiss you under these procedures, you should apply, either verbally or in writing, to the Appeals Sub Committee within five working days of the decision you are complaining against.

**GRIEVANCE PROCEDURE**

Should you feel aggrieved at any matter relating to your employment, you should raise the grievance with the Clerk to the Council, either verbally or in writing. However, you should be aware that in order to avail yourself of certain statutory rights, you must set out your grievance and the basis for it in writing. Further information can be found in the Employee Handbook.

**NOTICE OF TERMINATION TO BE GIVEN BY EMPLOYER**

- Under 1 month's service - Nil.
- 1 month up to successful completion of your probationary period - 1 week.
- On successful completion of probationary period but less than 5 years service - 1 month.
- 5 years service or more - 1 week for each completed year of service to a maximum of 12 weeks after 12 years.

**NOTICE OF TERMINATION TO BE GIVEN BY EMPLOYEE**

- Under 1 month's service - Nil.
- 1 month to successful completion of your probationary period - 1 week.
- On successful completion of your probationary period - 1 month.

**PENSION AND PENSION SCHEME**

There is an occupational pension scheme applicable to your employment. A Pensions Scheme contracting-out certificate is in force in respect of your employment.

Any amendments to this statement will be agreed with you and confirmed in writing within one month.

..... (Date)  
For and on behalf of the Employer

I acknowledge receipt of this statement and agree that, for the purpose of the Working Time Regulations, any applicable entitlements and provisions constitute a Relevant Agreement.

..... (Employee) ..... (Date)