

DATED

EMPLOYMENT CONTRACT

between

BRISTOL CITY COUNCIL

DRAFT
and

THIS AGREEMENT is dated [DATE]

PARTIES

- (1) BRISTOL CITY COUNCIL whose address is City Hall, College Green, Bristol, BS1 5TR (**Council**).
- (2) of [ADDRESS] (**Employee**).

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause 1 apply in this agreement.

Appointment: the employment of the Employee by the Council on the terms of this agreement.

Commencement Date:

Confidential Information: information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, affairs and finances of the Council or any Group Company for the time being confidential to the Council or any Group Company and trade secrets including, without limitation, technical data and know-how relating to the business of the Council or any Group Company or any of its or their business contacts.

Group Company: any company wholly or jointly owned by the Council from time to time and any Subsidiary of any such company from time to time.

Incapacity: any sickness, injury or other medical disorder or condition which prevents the Employee from carrying out his/her duties.

Subsidiary: in relation to a company "subsidiary" and "holding Council" as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) a nominee.

Termination: the termination of the Employee's employment with the Council however caused.

- 1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

2. TERM OF APPOINTMENT

2.1 The Appointment shall commence on the Commencement Date and shall continue, subject to the remaining terms of this Agreement, until terminated either by either party giving the other not less than three (3) months prior notice in writing.

2.2 The first six (6) months of the Appointment shall be a probationary period and the Appointment may be terminated during this period at any time with one (1) months' notice or payment in lieu of notice. The Council may, at its discretion, extend the probationary period for up to a further six (6) months. During the probationary period the Employee's performance and suitability for continued employment will be monitored. At the end of the probationary period the Employee will be informed in writing if he/she has successfully completed his/her probationary period.

2.3 Following service of notice to terminate the Appointment by either party, or if the Employee purports to terminate the Appointment in breach of contract, the Council may by written notice place the Employee on Garden Leave.

2.4 The Employee's period of continuous service for statutory employment rights dates from the Commencement Date. If the Employee has previous continuous service with an organisation (other than the Council) covered by the Redundancy Payments (Local Government) (Modification) Order, which covers local authorities and related bodies) this will be included in calculating the Employee's entitlement to: a redundancy payment, sickness allowance and annual leave.

3. RIGHT TO WORK AND MEDICAL CHECK

3.1 The Employee warrants that he/she is entitled to work in the United Kingdom without any additional approvals and will notify the Council immediately if [he/she] ceases to be so entitled during the Appointment.

3.2 A satisfactory medical report is required.

4. DUTIES

4.1 The Employee shall serve the Council as Executive Director:Resources and Head of Paid Service. For the avoidance of doubt, the Employee shall service the Council as a whole in these roles.

4.2 During the Appointment the Employee shall devote his/her whole time service to the work of the Council and shall not engage in any other business or take up any other additional appointment without the express consent of the Council. He/She shall not subordinate his/her duty as Executive Director:Resources and Head of Paid Service to his/her private interests or put him/herself in a position where his/her duty and private interests conflict.

- 4.3 The role is politically-restricted so the Employee shall not be required to advise any political group of the Council, either as to the work of the group or as to the work of the Council, neither shall he/she be required to attend any meetings of any political group. This shall be without prejudice to any arrangements to the contrary which may be made in agreement with the Employee and which includes adequate safeguards to preserve the political neutrality of the Employee in relation to the affairs of the Council.
- 4.4 This post is politically restricted under the provisions of the Local Government and Housing Act 1989.
- 4.5 All documents, manuals, hardware and software provided for the Employee's 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), remain the property of the Council.

5. PLACE OF WORK AND RELOCATION

- 5.1 The Employee's normal place of work is City Hall, College Green, Bristol, or such other Bristol City Council location as required for the proper performance and exercise of his/her duties.
- 5.2 The Council's Relocation Scheme applies to this employment.

6. HOURS OF WORK

- 6.1 The Employee's normal working week is 37 hours. Breaks are not paid.
- 6.2 The Council's flexitime scheme does not apply to this post. However, normal agile working practices do apply. The Council has a Flexible Working Policy. The Employee shall be responsible for managing his/her own working hours, taking into account the need for his/her to be available and/or present at certain key points in the Council's year.
- 6.3 The salary range for the Employee's post takes account of the requirement for working outside hours, and in excess of 37 per week, depending on operational need. Overtime will not be payable.

7. SALARY

- 7.1 The Employee shall be paid an initial salary of £ per annum.
- 7.2 Whilst the Employee's salary is fixed, it will be reviewed annually as part of the Pay Policy Statement required of the Council by the Localism Act 2011, having regard to the annual award determined by the JNC for Local Authority Chief Executives. However, the Council is under no obligation to award an increase following a salary review and will retain its discretion as to whether to pay such awards.

7.3 The Employee's salary shall accrue from day to day and be payable monthly in arrears on or about the last banking day of the month directly into the Employee's nominated bank or building society.

7.4 The Council may deduct from the salary, or any other sums owed to the Employee, any money owed to the Council or any Group Company by the Employee.

8. EXPENSES

The Council shall reimburse (or procure the reimbursement of) all reasonable expenses wholly, properly and necessarily incurred by the Employee subject to the terms of the Council's Expenses and Benefits Policy and Employee Travel Policy and all claims for repayment of expenses by the Employee must be made in accordance with such policy.

9. ANNUAL LEAVE

9.1 The normal annual leave entitlement is 30 working days plus 8 days for Bank Holidays. The leave year starts on the date of the Commencement Date and covers the following 12 months, repeated annually.

9.2 If the Appointment commences or terminates part way through a leave year, the Employee's entitlement during that leave year shall be calculated on a pro-rata basis rounded up to the nearest whole day.

9.3 The Employee shall be responsible for managing his/her own annual leave, taking into account the need for [him/her] to be available and/or present at certain key points in the Council's year. In exceptional circumstances the Employee may carry forward accrued but untaken leave entitlement to the next leave year subject to the maximum statutory entitlement.

9.4 The Employee shall have no entitlement to any payment in lieu of accrued but untaken holiday except on termination of the Appointment.

9.5 If on termination of the Appointment the Employee has taken more holiday than his/her accrued holiday entitlement, the Council shall be entitled to deduct the excess holiday pay from any payments due to the Employee for each excess day.

9.6 If either party has served notice to terminate the Appointment, the Council may require the Employee to take any accrued but unused holiday entitlement during the notice period.

10. SICKNESS

10.1 If the Employee is absent from work due to Incapacity, the Employee shall comply with the rules of the Council's Supporting Attendance Policy and related procedures. Entitlement to sickness payment is accordance with the National Agreement on Pay and Conditions of Service of the National Joint Council for Local Government Services (commonly known as the Green Book).

10.2 The Employee agrees to consent to medical examinations (at the Council's expense) by a doctor nominated by the Council should the Council so require. The Employee agrees that any report produced in connection with any such examination may be disclosed to the Council and the Council may discuss the contents of the report with the relevant doctor.

11. CONFIDENTIAL INFORMATION

11.1 The Employee acknowledges that in the course of the Appointment he/she will have access to Confidential Information. The Employee has therefore agreed to accept the restrictions in this clause 11.

11.2 The Employee shall not (except in the proper course of his/her duties), either during the Appointment or at any time after its termination (however arising), use or disclose to any person, Council or other organisation whatsoever (and shall use his/her best endeavours to prevent the publication or disclosure of) any Confidential Information. This shall not apply to:

- (a) any use or disclosure authorised by the Council or required by law;
- (b) any information which is already in, or comes into, the public domain other than through the Employee's unauthorised disclosure; or
- (c) any protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

12. CIVIL CONTINGENCIES

The Council has a duty under the Civil Contingencies Act 2005 to ensure it can deliver its services at the time of an emergency. The Employee will be required to be on the Senior Officers rota and will be called upon at such times to support the response required to an emergency and to maintain the delivery of the Council's critical services. The Employee will be expected to comply with the requirements of being the designated contact for the Council in case of civil emergency. During the periods whilst the Employee is the Council's designated contact the Employee will be expected to be available, within reasonable access (two hours from Bristol) and be capable of undertaking the Employee's duties at any specified location, dependant on the circumstances surrounding the emergency that has occurred. Should the Employee not be available, for example, through other commitments/sickness, then the Employee must arrange cover from an appropriate colleague. Details of any changes must be notified to the Civil Contingencies Manager, with details of who is covering for the Employee. Future rota arrangements and changes will be undertaken and notified by the Civil Contingencies Manager.

13. PERFORMANCE MANAGEMENT

13.1 The Employee's performance will be measured as set out in the Council's Constitution and will have regard to relevant guidance issued by the JNC for Local Authority Chief Executives. The Council reserves the right to review the Employee's performance at any time in the event of poor performance

14. PAYMENT IN LIEU OF NOTICE

The Council may make a payment to the employee instead of requiring his/her to work his/her period of notice. Any such payment will be no more than the Employee would have been paid had he/she worked his/her period of notice, less normal deductions, and will not include any payment for benefits or leave that might be due to the Employee or that might have accrued to the Employee had he/she worked his/her period of notice.

15. TERMINATION WITHOUT NOTICE

Nothing in this Agreement shall prevent the Council from terminating the Appointment without notice or payment in lieu of notice if the Employee commits an act of gross misconduct. Any such termination will take into account the terms of JNC for Chief Officers of Local Authorities Conditions of Service.

16. OBLIGATIONS ON TERMINATION

16.1 On termination of the Appointment (however arising) the Employee shall:

- (a) Immediately deliver to the Council all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the affairs of the Council or any Group Company or its business contacts, any keys, credit card and any other property of the Council or any Group Company including any car provided to the Employee, which is in his/her possession or under his/her control;
- (b) irretrievably delete any information relating to the business of the Council or any Group Company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in his/her possession or under his/her control outside the Council's premises; and
- (c) provide a signed statement that he/she has complied fully with his/her obligations under this clause 16.1 together with such reasonable evidence of compliance as the Council may request.

17. DISCIPLINARY AND GRIEVANCE PROCEDURES

17.1 Details of the disciplinary procedure (including any appeals) for the Employee are set out in the Officer Employment Rules, which are part of the Council's Constitution, as amended and supplemented by the Council's policies and procedures from time to time. The procedure will take into account the model procedure in the JNC for Local Authority Chief Executives Conditions of Service. These procedures do not form part of the Employee's contract of employment.

17.2 If the Employee wants to raise a grievance, he/she should raise the matter initially with the HR Director (or equivalent) or the Monitoring Officer. Following that, any grievance will be dealt with in accordance with the terms of JNC for Local Authority Chief Executives grievance procedure. Such procedure does not form part of the Employee's contract of employment.

18. RESTRICTIVE COVENANTS

After Termination of the Appointment the Employee will not divulge any Confidential Information to any third party and will not, without the consent of the Council, within a period of 12 months take up employment with or provide services for reward to any body (a) if during the Employee's last two (2) years of employment the Council has been involved in transactions with that body for which the offer of employment or provision of services could reasonably be regarded as a reward and (b) which is likely to benefit from commercially sensitive information which is known to the Employee by virtue of his/her past employment by the Council.

19. HEALTH SAFETY & WELFARE POLICY

The Council's Policy is to provide a healthy and safe environment for all its employees at their workplace and to ensure that statutory requirements are fully observed. The Employee will be expected to comply with the requirements of the policy. So far as reasonably practicable, the Employee must ensure that safe working practices are adopted by employees, and in premises/work areas for which the Employee is responsible, to maintain a safe working environment for employees and service users. These are defined in the Corporate Health, Safety and Welfare Policy, departmental policies and codes of practice.

20. TRADE UNIONS

The Council recognises trade unions for the purposes of consultation and negotiation on terms and conditions of employment. The Council supports trade union membership.

21. PENSIONS

Subject to eligibility, the Employee may participate in the Local Government Pension Scheme (LGPS), details of which are available from <http://www.avonpensionfund.org.uk/thinking-of-joining>. Alternatively, if the Employee does not wish to do so, the Council will make contributions to a personal pension scheme equivalent to that which would be made to the LGPS for the Employee.

22. ACCESS TO PERSONAL DATA

The Council is a registered Data User under the Data Protection Act 1984, the purpose of which is to protect information about individuals and to enforce a set of standards for the handling of such information. The Employee is referred to the Code of Practice on Data Protection which gives full details of the legal requirements under the Act. Failure to observe procedures may lead to criminal prosecution in accordance with the Act. The Employee is also required to adhere to the provisions of the Council's Access to Personal Information Policy, details of which are set out in the back to the above Code of Practice.

23. TERMS & CONDITIONS OF EMPLOYMENT

The Employee's terms and conditions are determined by the Human Resources Committee or other Committee as specified in the Council's Constitution and, unless otherwise agreed, will be in accordance with the JNC for Local Authority Chief Executives Conditions of

Service Handbook as determined from time to time, a copy of which is held by HR and which can be inspected during normal working hours. The Council's Employee Code of Conduct will form part of your terms and conditions of employment. The Council does not recognise any collective agreements which directly affect the Employee's terms and conditions of employment other than those referred to in this Agreement.

24. ENTIRE AGREEMENT

24.1 This agreement and any document referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

24.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

24.3 Nothing in this clause shall limit or exclude any liability for fraud.

25. AMENDMENTS

The Council may make reasonable changes to any of the Employee's terms and conditions of employment after discussion with the Employee and/or consultation with the recognised trade unions. Amendments subsequent to the date of this Agreement, which apply to the Employee's employment, will be notified to the Employee in writing within 28 days of any change.

26. THIRD PARTY RIGHTS

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

27. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

28. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Signed by
for and on behalf of BRISTOL CITY
COUNCIL

Signed by

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DRAFT