

## REPORT OF HUMAN RESOURCES MANAGER

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### **SUBJECT: PCNPA WRITTEN STATEMENT OF EMPLOYMENT PARTICULARS (CONTRACT OF EMPLOYMENT)**

The Personnel Committee are asked to approve this report. They are advised that both PCNPA's Leadership Team and its Employee Reps Forum have been consulted/informed on the revised Written Statement of Employment Particulars. The Authority's Legal Advisors (Geldards LLP) have had sight of the document and have agreed their legality and compliance with UK employment legislation. I should advise that the professional opinion of Julie James, Committee Member, was also sought prior to seeking Personnel Committee approval.

The new and proposed Written Statement of Employment Particulars was drafted as part of the '*root and branch*' review of HR policies and procedures. Moreover, it was prioritised to respond to new legislation introduced this year. In summary, this new legislation makes the following changes:

- Employers must provide their workers and employees with their written statement on or before their first day of employment, no matter how long they're employed for.
- The written statement must now include details about:
  1. the hours and days of the week the worker or employee is required to work, and whether they may be varied and how
  2. entitlements to any paid leave
  3. any other benefits not covered elsewhere in the written statement
  4. any probationary period
  5. any training provided by the employer.

In addition to the legal changes introduced above, it was felt necessary to review all existing terms to ensure they remained compliant and protected the Authority in all eventualities.

The previous Written Statement was not used as a template for the new proposed version due to it requiring a larger overhaul; therefore Members are unable to have sight of a 'track changes' document. However, Members have been provided with a copy of the existing version for comparison and a summary document of the changes made.

#### Risk Considerations

Compliance against UK legislation is a key function of the Human Resources Department. The Written Statement was drafted specifically to mitigate any risk of not complying with previous and new employment legislation. The Written Statement will be version controlled once approved and a new version drafted upon any new legislation being enacted, to ensure it contains to remain legally compliant.

### Financial Considerations

There are no associated costs with implementation. However, not making these changes may result in a potential Employment Tribunal claim, resulting in compensation of up to 4 weeks' salary capped at £2,152, plus legal costs.

### Wider Implications

It is worth reporting that the new Written Statement will be implemented:

- for all new employees to the Authority going forward; and
- existing members of staff who require a new contract or a variation of terms, following a job change, promotion or change to terms such as hours, etc.

All other staff will remain on their existing terms unless they desire to transfer across on new terms. A longer term ambition is to have all staff signed up to the new Written Statement of Employment Particulars, although this would require greater consultation (and the exchange of 'consideration') at an individual level with all staff. .

### Welsh Language considerations

When the proposed Written Statement has been approved, it will be drafted in Welsh to comply with Section 44 of the Welsh Language (Wales) Measure 2011

### Human Rights Issues

Full consideration of the Human Rights and Equality provisions were considered in drafting the new Written Statement. A review of casual contracts will also be carried out over the coming weeks to ensure a similarly robust written statement is in place for casual staff prior to the new season in 2021.

### Background Documents:

- Existing Written Particulars for comparison (*included in reading documents*)
- Schedule of Changes proposed (*included in reading documents*)

### **Recommendation: Members are asked to accept the new Written Statement of Employment Particulars**

*(Further information is available from the Kelland Dickens, Human Resources Manager, on 01646 624825 – email [kellandd@pembrokeshirecoast.org.uk](mailto:kellandd@pembrokeshirecoast.org.uk)*



## PEMBROKESHIRE COAST NATIONAL PARK AUTHORITY

### CONTRACT OF EMPLOYMENT

**THIS CONTRACT OF EMPLOYMENT (AGREEMENT)** is made between

**PEMBROKESHIRE COAST NATIONAL PARK AUTHORITY** hereto  
("Authority")

**And**

**(NAME)** hereto ("Employee or You")

This Agreement supersedes any verbal or written agreement between the Authority and Employee and meets the requirements of Section 1 of the Employment Rights Act 1996 (as amended)

#### **APPOINTMENT AND TERM**

The appointment shall commence, or be deemed to have commenced, on the Commencement Date.

No period of continuous service with a previous employer counts as continuous employment with the Authority, unless indicated in the Schedule, or stipulated under the Redundancy Payments (Continuity of Employment in Local Government etc.) (Modification) Order 1999.

You are employed in the role described in the Schedule hereto, unless and until your employment is terminated in accordance with the provisions herein or a change to your role is agreed by the Authority and confirmed in a revised schedule

#### **PROBATIONARY PERIOD**

Your appointment is subject to a probationary period of six months, during which you will be expected to demonstrate your suitability for this post.

The Authority may extend or reduce the probationary period at its discretion and such period will not normally exceed 9 months from the Commencement Date. A period of absence during the probation period, in excess of 10 days, will automatically extend the probation period unless otherwise agreed by the Authority.

At the end of the probationary period you will be informed in writing if you have successfully completed the probation. Until you receive such written confirmation you should assume that your probation period is continuing.

#### **DUTIES**

The Employee's Job Title under which they are employed is defined in the Schedule.

**Awdurdod  
Parc Cenedlaethol  
Arfordir Penfro**

Parc Llanion, Doc Penfro  
Sir Benfro SA72 6DY

**Pembrokeshire Coast  
National Park  
Authority**

Llanion Park, Pembroke Dock  
Pembrokeshire SA72 6DY

Ffôn/Tel:  
01646 624800

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pcap@arfordirpenfro.org.uk  
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www.arfordirpenfro.cymru  
www.pembrokeshirecoast.wales



*Rydym yn croesawu cael  
gohebiaeth yn Gymraeg, a  
byddwn yn ateb gohebiaeth yn  
Gymraeg. Na fydd gohebu yn  
Gymraeg yn arwain at oedi.*

*We welcome receiving  
correspondence in Welsh, and will  
respond to any correspondence in  
Welsh. Responding in Welsh  
will not lead to delay.*

During your appointment in this role you are required to undertake the duties specified in the Schedule together with other associated duties that may reasonably be requested of you from time to time.

During your Employment you must: -

- a) carry out your duties diligently and to the best of your ability;
- b) comply with all lawful and reasonable instructions of the Authority;
- c) promote the interests and reputation of the Authority;
- d) refrain from making any false or misleading statement relating to the Authority or its business;
- e) take care not to damage any of the Authority's property or equipment; and
- f) devote your whole time and attention to the Authority during working hours.

### **PLACE OF WORK & MOBILITY**

Your principal place of work will be as defined in the Schedule.

The Employee may be required to travel to and from work to another site, on a temporary basis, for a period not exceeding 60 days, as may be required from time to time.

Due to the changing nature of the business, the Authority reserves the right at any time during your employment, upon reasonable notice, to require you to change the principal location of your employment, on a temporary or permanent basis, whether to a current or future site, as the needs of the Authority dictate, provided such alternative site location is within the boundary of the Authority.

### **VETTING**

Your appointment is subject to receipt of satisfactory medical clearance and references.

### **DISCLOSURE AND BARRING SERVICE**

If your appointment is subject to satisfactory clearance from the Disclosure and Barring Service (DBS), this will be defined in the Schedule. If your employment commences before this is received, your duties may need to be adjusted whilst clearance is awaited. Any issues arising will be discussed with you, but if the Authority is not satisfied with any disclosure from the DBS, your employment may be terminated immediately, with payment due only for the period worked.

The DBS issue certificates directly to applicants only and therefore it is a requirement of employment that you show Human Resources your certificate as soon as it has been issued. Should you refuse to produce your certificate, then we will consider the circumstances, however it is likely that we will terminate your contract of employment without further notice.

You are required to register for the DBS update service if requested and to allow the Authority to periodically carry out a status check.

### **SALARY**

Your salary is set out in the associated Schedule.

You will be paid monthly in arrears by bank credit transfer on the last working day of each month directly to a UK bank account to be nominated by you, subject to such deductions as are required by law or under this Agreement. If you leave part way through a month, salary is not paid until the end of that month.

Any nationally agreed pay awards will apply, normally effective 1 April each year. Subject to satisfactory service, an annual increment each year is payable, the first of these after 6 months service and thereafter on 1<sup>st</sup> April, up to the maximum of the grade.

Any enhanced pay/overtime rates will be calculated on basic salary only.

## **DEDUCTIONS**

The Authority reserves the right to deduct from your pay any sums which you may owe the Authority including any overpayments of salary, underpayments of income tax or National Insurance contributions or loans made to you by the Authority or losses suffered by the Authority as a result of your negligence or breach of Authority rules.

The Authority also has the right to deduct from your salary a days' salary for each day of unauthorised absence (including leaving employment without notice or leaving during your notice period without the Authority's permission).

## **HOLIDAY**

The Authority's leave year runs from 1 January to 31 December. If your employment commences part way through the holiday year, your entitlement during that year shall be calculated on a pro rata basis.

The basic paid holiday entitlement is 23 days plus 1 day per year of service up to a maximum of 28 days in each leave year plus public holidays as they arise. This will be pro rata for part time employees. Where the shift pattern requires you to work public holidays you will receive a day in lieu for each day worked.

During your employment you will accrue holiday calculated as a proportion of the normal 23 days per year. This calculation will take account of your weekly hours and number of months worked, plus a pro rata entitlement to public holidays as they arise.

On termination of your employment (except by reason of gross misconduct) you will be paid any accrued and unused holiday entitlement not taken in the year up to when your employment ends.

The Company reserves the right to make a deduction from your final salary for any holiday you have taken in excess of the entitlement you accrue at your date of leaving. The Company further reserves the right, at its sole discretion, to require you to take any outstanding holiday during any notice period, subject to provision of appropriate notice under the Working Time Regulations.

Full details of the Authority's holiday procedures can be found on the Staff Handbook section of ParcNet.

## **NOTICE PERIOD**

The minimum period of notice that you are entitled to is one week for each year of continuous employment with the Authority, subject to a maximum of 12 weeks. The period of notice required by either party to terminate your employment is set out in the Schedule.

The Authority will be entitled to terminate your Employment with immediate effect, by notice in writing, without payment in lieu of notice or compensation if you are guilty of any gross misconduct in connection with or affecting the Authority.

The Authority reserves the right to require you not to attend work and/or not to undertake all or any duties of employment during any period of notice, provided that the Authority shall continue to pay your salary and contractual benefits. You will remain employed by the Authority during this time and must continue to observe all terms and conditions of employment (express or implied).

### **WORKING HOURS & DAYS**

Your normal working hours and days are as defined in the Schedule. You may be requested to work alternative hours and days either on a temporary or permanent basis, and additional hours from time to time, following reasonable notice.

Additional hours should only be worked and will only be payable where the hours are authorised in advance, when payment will be at the agreed rate. For part time staff, payment will be at plain time until 37 hours per week have been worked and for hours beyond 37 in any week, at double time for hours worked on a Sunday/Public Holiday and time and half for hours worked on a Saturday or any other time beyond 37 hours.

### **COLLECTIVE AGREEMENTS**

The collective agreements of the National Joint Council for Local Government Services apply, as far as they are adopted or varied by the National Park Authority currently or in the future.

### **PENSION**

You are entitled to membership of the Local Government Pension Scheme, administered by Carmarthenshire County Council, which is a contributory scheme, details enclosed.

Under current regulations all employees with a contract of at least 3 months will be automatically enrolled into the pension scheme.

If you wish to opt out of the scheme you must visit the Dyfed Pension Scheme website, [www.dyfedpensionfund.org.uk](http://www.dyfedpensionfund.org.uk) promptly and download, complete and submit an opting-out form. Please note this form should only be signed and dated following the commencement of your employment.

If you have a contract of employment of less than 3 months, you will not be enrolled in to the Local Government Pension Scheme automatically, however you are entitled to opt to join – please contact Finance for details.

### **BENEFITS**

The Authority offer a range of other benefits, detailed within Appendix A.

### **SICKNESS ABSENCE**

Your maximum allowance of Occupational Sick Pay is related to your length of continuous service and details are available in the Staff Handbook on Parcnet.

Absences will be managed in line with the Authority's current policy. If you are unfit for work due to ill health, you must inform your manager as soon as practicable on the first day of absence giving the reason and likely duration. You should complete self-certification for the first seven days (including weekends) of absence and provide a medical certificate from your GP from the eighth day of absence.

## **OTHER PAID LEAVE**

You may be eligible to take the following types of paid leave, subject to any statutory eligibility requirements or conditions and the Authority's rules applicable to each type of leave in force from time to time

- Statutory maternity leave
- Statutory paternity leave
- Statutory adoption leave
- Shared parental leave
- Parental bereavement leave
- Compassionate Leave

Further details of such leave and your pay during such leave are on Parcnet.

## **GRIEVANCE AND DISCIPLINARY PROCEDURES**

Copies of the Authority's grievance and disciplinary procedures are described in the Staff Handbook section of ParcNet. The Authority shall not be required to apply the Disciplinary procedure or the Capability procedure but may do so at its discretion during any probationary period.

You are required to familiarise yourself with these policies, comply with them and keep up to date on any amendments that are issued from time to time.

## **HEALTH AND SAFETY**

You have a duty, imposed by law, to take reasonable care of your own health and safety, that of others who work with you and of any other person on the Authority's premises and within the National Park. As required by the Health and Safety at Work Act 1974, the Authority has adopted a Health and Safety Policy. You are required to act in accordance with the terms of that Policy, which is in the Staff Handbook section of ParcNet, and to make full use of protective equipment provided for your safe working. Failure to do so may result in disciplinary action.

## **TRAINING AND DEVELOPMENT**

During your employment you will be expected to complete both mandatory and development training as necessary to carry out the duties of your role. Details of mandatory training applicable to your role are detailed within Appendix B.

## **WORKING TIME DIRECTIVE**

Under these regulations, employers must take steps to ensure that workers do not exceed an average of 48 hours work per week in a 17-week period. All employment must be considered. Therefore, if you have other employment, you must inform Human Resources, in writing, of the hours you will be working, so that this can be assessed. Currently, you can opt out of the 48-hour maximum working week in writing. However, there are also provisions relating to daily and weekly rest periods which need to be assessed.

## **CONFIDENTIALITY OF INFORMATION**

During your employment you are likely both to generate and to acquire information which is confidential to the Authority. You are required, as a condition of your employment, not to divulge any such information to any person or organisation (other than employees who need that information for the proper performance of their employment with the Authority) either during your employment or after its termination (whether in breach of Agreement or otherwise) without the prior written consent of the Authority. Such information shall include without limitation:

- Business contacts, associates, lists of customers and suppliers and details of Agreements with them in relation to the business of the Authority;
- Identities of potential partners with whom the Authority is negotiating;
- Existing or proposed planning applications and any associated processes;
- Management accounts, trading Agreements, statistical information and other financial reports and budgets;
- Business development and planning documents; and
- Any documents marked "Confidential".

Breach of this rule during your employment may result in disciplinary action including summary dismissal in serious cases. This Clause does not affect your ability to make a protected disclosure under the Public Interest Disclosure Act 1998.

By virtue of your position, Officers represent the Authority both inside of outside of work and you therefore have a duty to ensure you read, understand and comply with the Authority's Social Media Policy to protect the Authority's reputation.

**LAW AND JURISDICTION**

This Agreement is governed by the laws of England and Wales and the parties submit for all purposes in connection with this Agreement to the exclusive jurisdiction of the courts of England and Wales.

**AGREEMENT**

By signing this Agreement, you confirm that you have read, understood and accept the terms of this Agreement and any terms contained in the Schedule , as revised from time to time.

EMPLOYEE

HR MANAGER

SIGNED:

SIGNED:

DATE:

DATE:

PRINT NAME:

PRINT NAME:



## **SCHEDULE TO EMPLOYEE'S CONTRACT OF EMPLOYMENT ("AGREEMENT")**

The Authority: Pembrokehire Coast National Park Authority

The Employee: (Name) of (Address)

Commencement Date  
Under these Terms and  
Conditions:

Continuous Service Date:

Job Title/Appointment:

Grade:

Holiday Entitlement: Employees contracted to work full-time hours (37 hours per week) are offered 23 days annual leave per annum, Where an Employee works part-time or reduced working hours their annual leave entitlement shall be in accordance with the table annexed to this Schedule.

Normal Hours of Work:

Place of Work:

Remuneration: The Employees shall be entitled to a gross salary of £xxx per annum.

Overtime:

Probation: 6 months

Notice Period from either  
Party:

Car Loan:

Relocation Package:

Political Restrictions:

DBS requirement:

By signing this Schedule, the Employee confirms that they have read, understand and accept the terms of this Schedule, as revised from time to time.

EMPLOYEE

HR MANAGER

SIGNED:

SIGNED:

DATE:

DATE:

PRINT NAME:

PRINT NAME:

DRAFT

## CONTRACT OF EMPLOYMENT – SCHEDULE OF CHANGES

Heading	Summary of Change	Why?
General	<p>Separate Written Particulars and Schedule forming the Contract of Employment.</p> <p>All fixed clauses to be included in Contract of Employment document.</p> <p>All variable terms, e.g, name, job title, hours of work etc, to be referenced in an associated Schedule to the Contract.</p>	<p>Existing contract is written in a semi-formal letter format. Terms must have sufficient certainty for courts to interpret them, otherwise they are unenforceable.</p> <p>A standard document with fixed clauses in the form of Written Particulars, allows the Authority to use electronic signature.</p> <p>A separate Schedule with all variable information makes it easier to confirm new changes without the need for a complete contract and/or ability to ensure employee is on newest contract version. Version control makes it easier to implement any statutory changes and provides better clarity on what exact terms apply to which employees.</p> <p>Legislative changes delayed due to Covid from 6 April 2020 make it timely for review of contract.</p>
Agreement	Clarity that any verbal or written agreements are superseded by the written Agreement	To ensure that any other informal written or verbal negotiations/discussions outside of the Agreement will not be binding or form part of the Contract of Employment unless stated.
Probation	Inclusion of contractual right to extend probation and clarity that employment will be considered permanent until written notification is received.	<p>To ensure the Authority has the contractual right to extend probation for poor performance or attendance and that an employee would not be able to claim their employment has been confirmed by default.</p> <p>New legislation in April 2020 will require employees to provide details of any probationary period, including any conditions and its duration in all written particulars from day one of employment.</p>
Duties	<p>Inclusion of contractual right to vary Job Descriptions from time to time and enforce asking employees to carry out other (reasonable) duties as necessary to meet the needs of the Authority.</p> <p>Implied duties made explicit.</p>	<p>It is important to regularly review job descriptions so they reflect the duties undertaken. A contractual right allows us to do so without an employee claiming breach of contract.</p> <p>Notes: Compliance with, and keeping up to date with Policy (on the advise of Julie James) will be drafted into all Job Descriptions.</p>
Place of Work & Mobility	<p>Inclusion of clause so Authority reserves the right to vary place on work on a temporary basis.</p> <p>Also inclusion of right to change principal work location, upon reasonable notice.</p>	No legal right should Authority move offices and wish to invoke a mobility clause, without employee claiming breach of contract and potential redundancy rights.
Salary	Insertion of clause setting out intervals at which salary is paid,	Legal requirement to set this out in writing.

	i.e. monthly on the last day of the month.	
Deductions	Inclusion of right to deduct from pay any sums owed to Authority, including overpayments, loans, holiday pay etc. Inclusion of right to deduct unauthorised absence, including leaving employment without notice or leaving during notice period.	No contractual right currently. Any overpayment captured would be through negotiation with the employee and without which, would be subject to challenge as an 'illegal deduction from earnings'. It then makes it difficult to reclaim overpayments without resulting to costly legal action.
Holiday	Insertion of right to not pay accrued and unused holiday pay in cases of gross misconduct dismissal. Right to pro-rata annual leave for part-time employees. Right to deduct holiday taken in excess of entitlement for employees leaving employment. Right to ask employee to take outstanding holiday during notice period.	As above. Cost saving measure, so that we can legally ask employee to take annual leave prior to leaving, without having to pay additional leave in lieu. Clarity around leave entitlement for part time employees.
Notice Period	Right to terminate without notice if guilty of gross misconduct Right to require employee not to attend work (garden leave) during notice period if required	Notice is currently paid according to the contract of employment. There is no legal right if we wish to dismiss summarily without notice pay. If we wish to distance ourselves from an employee during their notice period, there is no legal right currently.
Working Hours & Days	Right to require employee to work alternative hours to those stated in contract on a temporary or permanent basis. New Schedule.	From April 2020, an employee's written particulars will need to set out both hours and days and how any variation is to be determined.
Pension	Removal of requirement to complete opt in or out form on changing role.	Dyfed Pensions only require this for new staff and 3 year statutory re-enrolment.
Benefits	Benefits schedule included at Appendix A.	Good Work Plan introduces requirement to list benefits. To be introduced in April 2020
Maternity & Paternity Pay	Inclusion of OMP	As above.
Health & Safety	New contractual clause	An explicit statement that makes it a contractual duty to comply with our Health & Safety Policy. Without which, it may be more difficult to dismiss an employee for a significant breach of health and safety or claim an employee was liable rather than a senior officer of the Authority.
Training & Development	New contractual clause	Required under Good Work Plan changes due April 2020.
Confidentiality	Introduction of a stronger statement on an employee's contractual obligations regarding breach of confidentiality	During employment an employee is bound by a common law duty of confidentiality. This needs to be explicit within the contract, to protect the Authority from any potential breach. Reference to Social Media Policy following feedback from Julie

		James.
Law & Jurisdiction and Agreement	New contractual clause	The contract requires clarity that it only acknowledges the governing laws of England and Wales in resolving any dispute. By signing the contract and schedule the employee is explicitly confirming they have read and understood the content and accept the terms agreed.

Date



**Awdurdod  
Parc Cenedlaethol  
Arfordir Penfro**  
Parc Llanion, Doc Penfro  
Sir Benfro SA72 6DY

**Pembrokeshire Coast  
National Park  
Authority**

Llanion Park, Pembroke Dock  
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pcnp@pembrokeshirecoast.org.uk

www.arfordirpenfro.cymru  
www.pembrokeshirecoast.wales

Name and Address

Dear Forename

### Appointment of Job Title

On behalf of Pembrokeshire Coast National Park Authority, I am pleased to confirm the offer of appointment to this post commencing **Start Date**. A current job description is attached. This will be updated from time to time as changes occur.

### Medical Clearance and References

Your appointment is subject to receipt of satisfactory medical clearance and references which are still awaited.

### Salary (pensionable)

The post is graded Scale **x** and your commencing salary will be spinal column point **x** that is **£salary** pa. Any nationally agreed pay awards will apply, normally effective 1<sup>st</sup> April each year. Subject to satisfactory service, an annual increment each year is payable on 1<sup>st</sup> April, up to the maximum of the grade.

### Salary Payment

Salary is paid monthly by bank or building society transfer on the last banking day of each month. If you leave part way through a month, salary is not paid until the end of that month.

### Holiday

The basic paid holiday entitlement is 23 days (pro rated ) plus 1 day per year of service up to a maximum of 28 days in each leave year (January to December) plus public holidays as they arise.

You must agree leave in advance with your manager.

Employees starting or leaving during the year are entitled to a twelfth of their entitlement for each month worked in that leave year.



*Rydym yn croesawu cael  
gohebiaeth yn Gymraeg, a  
byddwn yn ateb gohebiaeth yn  
Gymraeg. Na fydd gohebu yn  
Gymraeg yn arwain at oedi.*

*We welcome receiving  
correspondence in Welsh, and will  
respond to any correspondence in  
Welsh. Responding in Welsh  
will not lead to delay.*

### **Notice Period**

The period of notice that you are required to give to terminate your employment is 4 weeks. You must give notice in writing.

Under current legislation, the minimum period of notice that you are entitled to is one week for each year of continuous employment with the Authority, **subject to a minimum of 4 weeks** and a maximum of 12 weeks.

### **Probation**

Your appointment is subject to a probationary period of six months, during which you will be expected to show your suitability for this post. Details are attached.

### **Working Hours**

Your normal working hours are 37 per week. The flexitime scheme applies, details available in the staff handbook.

### **Additional Hours/Overtime (pensionable)**

Additional hours should only be worked and will only be payable where the hours are authorised in advance, when payment will be at the agreed rate.

### **Place of Work**

Your normal work base will be Llanion Park

### **Period of Continuous Service**

Your period of continuous service for statutory employment rights dates from Start Date ie your date of commencement with the Authority in this appointment.

### **Collective Agreements**

The collective agreements of the National Joint Council for Local Government Services apply, as far as they are adopted or varied by the National Park Authority currently or in the future.

### **Pension Options**

You are entitled to membership of the Local Government Pension Scheme, administered by Carmarthenshire County Council, which is a contributory scheme, details enclosed.

Under current regulations all employees with a contract of at least 3 months will be automatically enrolled into the pension scheme.

If you wish to opt out of the scheme you must visit the Dyfed Pension Scheme website, <https://www.lgpsmember.org/tol/thinking-leaving-opt.php> promptly and download, complete and submit an opting-out form. Please note this form should only be signed and dated following the commencement of your employment.

### **Sickness Absence**

Your maximum allowance of Occupational Sick Pay is related to your length of continuous service.

Absences will be managed in line with the Authority's current practice. If you are unfit for work due to ill health, you must inform your manager as soon as practicable on the first day of absence giving the reason and likely duration. You should complete self-certification for the first seven days (including weekends) of absence and provide a medical certificate from your GP from the eighth day of absence.

### **Grievance and Disciplinary Procedures**

Copies of the Authority's current grievance and disciplinary procedures are attached. The Disciplinary procedure does not apply during any probationary period if applicable.

### **Health and Safety**

A copy of the Authority's Health and Safety policy is enclosed and will form part of your induction with your supervisor. **It is essential that health and safety guidelines are adhered to at all times.**

### **Working Time Regulations**

Under these regulations, employers must take steps to ensure that workers do not exceed an average of 48 hours work per week in a 17 week period. All employment must be taken into account. Therefore, if you have other employment, you must inform me of the hours you will be working, in writing please, so that this can be assessed. Currently, you can opt out of the 48 hour maximum working week in writing. However, there are also provisions relating to daily and weekly rest periods which need to be assessed.

### **Confidentiality**

You will have access to personal and confidential information and you must respect this confidentiality and not release information to any unauthorised parties.

Please confirm your acceptance of these terms and conditions by signing and returning to me the attached copy of this letter.

Please also complete and return the enclosed forms relating to pension and pay. You should also provide your P45, or complete the enclosed HMRC Starter checklist.

Yours sincerely

**Kelland Dickens**  
**Human Resources Manager**

I accept the appointment as set out above.

Signed.....Date.....

The following documents are attached. You should also ensure that you refer to the Staff Handbook and to the staffing section of the intranet for other policies and practices which relate to your employment.

Job Description	Health and Safety Policy/ H and S leaflet
Probationary Procedure	Pension booklet and forms
Grievance Procedure	Commencement form
Disciplinary Procedure	Equalities Monitoring Form