

## Report to: Personnel Committee

Report Ref: P1915  
Meeting Date: 13<sup>th</sup> November 2019  
Agenda Item: 10  
Prepared By: Town Clerk



Subject: Amendments to Model Contract

---

### 1.0 BACKGROUND

Ellis Whittam has reviewed the council's model contract of employment and recommended eight additions to strengthen the council's position in a number of areas which are detailed below. Subject to the committee's agreement to the terms, the Town Clerk will amend the council's model contract to implement these changes in all newly issued contracts.

### 2.0 AMENDMENTS

The following changes have been recommended:

1. Under *Probation* specify that "The Council may, at its discretion, extend the probationary period"
2. Under *Place of Work* add "but the Council reserves the right to change this on a permanent basis upon reasonable notice to you"
3. Under *Annual Leave* add "The Council may require you to take (or not to take) any outstanding accrued holiday entitlement during your notice period."
4. Add the following as *Deductions from Remuneration*

The Council may deduct from any payment it makes to you and in particular from your final salary payment, any sums which you owe to the Council. This includes, without limitation, any overpayment, any sums you owe to us in respect of training courses, fees, etc. or where you are liable to reimburse the Council for loss or damage to its property.

5. Under *Notice of Termination of Employment* add

The Council reserves the right to bring your employment to an end immediately without notice by making a payment to you in lieu of the required notice. Any payment in lieu will be equal to your basic salary and will not include any bonus or commission payments, or any payment in respect of benefits which you would have been entitled to receive during the period for which the payment in lieu is made.



LOCAL COUNCIL  
AWARD SCHEME  
QUALITY GOLD

6. Add the following as *Variation of Terms*

The Council reserves the right to make reasonable changes to any of your terms and conditions of employment, including following a relevant transfer under the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended.

You will be informed of any such changes in writing, the changes taking effect from the date of the notice. Significant changes to your contract of employment will be notified to you not less than one month in advance.

7. Add the following as *Confidentiality*

For the purposes of this contract "Confidential Information" is defined as information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the services, affairs and finances of the Council for the time being confidential to the Council and trade secrets including, without limitation, technical data and know-how relating to the business of the Council or its business contacts, including in particular (by way of illustration only and without limitation) designs, performance data, commercial plans and third party confidential information. You acknowledge that in the course of your employment you will have access to Confidential Information. You therefore agree to accept the following restrictions contained in this clause.

You shall not (except in the proper course of your duties), either during the employment, or at any time after its termination (however arising), use or disclose to any person, Council or other organisation whatsoever (and shall use your 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 us (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.

8. Add the following as *Lay Off*

In the event of a situation which prevents us from providing you with work in or throughout any day, for example a short term downturn in work (as an alternative to declaring redundancies) or in the event of an occurrence outside of our control (including, without limitation, fire, Act of God, industrial action affecting a third party), we are entitled not to provide you with work and not to pay you any salary or wages under your contract of employment (except a Statutory Guarantee Payment insofar as required). We are also entitled in such circumstances to place you on short time working.



LOCAL COUNCIL  
AWARD SCHEME  
QUALITY GOLD