

EMPLOYMENT CONTRACT	Dated:
Party 1:	
Party 2:	

This contract contains a statement of the applicable terms of your employment as required by section 1 of the Employment Rights Act 1996.

1. Commencement of employment

1.1. Your employer is [EMPLOYER'S NAME] ("**Employer or we**").

Your employment with the Employer commence[s **OR** d] on [DATE]. No employment with a previous employer counts towards your period of continuous employment with the Employer.

OR [FOR GROUP STAFF WHO ARE CONTINUING WITH A NEW PARTY LEADER Your employment with [NAME], which commenced on [DATE], counts towards your period of continuous employment with the Employer.]

1.2 The first six months of your employment shall be a probationary period. Your employment may be terminated by the Employer on one week's prior notice, or payment in lieu of notice, during the first three months and one month's notice thereafter during this period. We may, at our discretion, extend this period for up to a further three months. During this probationary period your performance and suitability for continued employment will be monitored.

OR[FOR GROUP STAFF WHO ARE CONTINUING WITH A NEW PARTY LEADER No probationary period applies to your employment.]

1.3 If you are absent from work due to incapacity during your probationary period for a period which exceeds one week your probationary period will be extended by the period of your absence to allow adequate monitoring of performance.

1.4 At the end of your probationary period you will be informed in writing if you have successfully completed your probationary period. If you do not receive any written confirmation, you should assume that your probationary period continues.

2. Job title

- 2.1 You are employed as [JOB TITLE] and report to [NAME]. This post is banded as Member Support Staff Band [INSERT BAND]. Your duties are set out in the attached job description.
- 2.2 You may be required to undertake other duties from time to time as we may reasonably require.
- 2.3 You warrant that you are entitled to work in the UK without any additional approvals and will notify the Employer immediately if you cease to be so entitled at any time during your employment with the Employer.

3. Code of conduct

- 3.1 You will be expected to adhere to and abide by the "Seven Principles of Public Life" as set out by the Committee on Standards in Public Life.
- 3.2 You will support your Employer in their adherence to the Code of Conduct for Members of the Senedd and the Rules and Guidance on the Use of Senedd Resources, copies of which are available from the Employer.

4. Place of work

- 4.1 Your normal place of work is
- 4.2 [* Delete sections which do not apply. Dual locations may apply to some Member Support Staff
 - * The Senedd, Cardiff Bay, Cardiff
 - * The Constituency or Electoral Regional office/s located at
- 4.3 * Your home]
- 4.4 You may be required to work at other locations at the request of your Employer.
- 4.5 You will not be required to work outside the UK for any continuous period of more than one month during the term of your employment.

5. Pay

- 5.1 Your salary on appointment is £[AMOUNT] pro-rata per year which shall accrue from day to day at a rate of 1/260 of your annual salary. This daily rate shall be used if we have to calculate a day's pay, for example, if you take any unpaid leave, which is not subject to any specific method of calculation set out elsewhere in this contract. Your salary shall be payable monthly in arrears on the last banking day of each month directly into your bank or building society account. Your salary will be paid through Senedd Commission ("**Commission**") acting as payroll agent for the Employer at the request of the Employer.

- 5.2 Any increase in your salary in respect of your pay band will be made in accordance with the terms of the Member Support Staff Pay structure. There is no obligation to award an increase.
- 5.3 We shall be entitled to deduct from your pay, or other payments due to you, any money which you may owe to the Employer at any time. If your final salary payment is insufficient to repay the amount owed, you agree to repay the outstanding amount due to the Employer within one month of the date of termination of your employment (however arising).

6. Benefits and enhancements to statutory entitlements

- 6.1 You may be provided with the following benefits during your employment, subject to any rules applicable to the relevant benefit:
- (a) Pension;
 - (b) Death in Service.
- 6.2 Further details of these benefits are available from the Staff Handbook.
- 6.3 We may replace or withdraw such benefits, or amend the terms of such benefits, at any time on reasonable notice to you.
- 6.4 You are entitled to enhancements to certain statutory entitlements. These are outlined at Annex 1.
- 6.5 Further details in relation to these enhanced terms, including eligibility, are available in the appropriate policy within the Staff Handbook.

7. Hours of work and rules

Your normal working hours will be [] hours per week.

Your normal times of work are:

Monday:

Tuesday:

Wednesday:

Thursday:

Friday:

- 7.1 You may be asked to vary your hours of work and or to undertake evening and weekend work to support your Employer's workload from time to time.
- 7.2 Overtime is payable if you are asked to work hours in excess of your contracted hours and you are unable to take time off in lieu of hours worked. Overtime is paid at time and a half

for additional hours worked Monday to Saturday and at double time for additional hours worked on a Sunday, Public or Bank Holiday. Alternatively, for additional work on a Sunday, Public or Bank Holiday, an employee can receive payment at plain time plus time off in lieu.

- 7.3 If you work on a part time basis, overtime worked up to 37 hours per week will be paid at single time only, with only overtime worked in excess of 37 hours qualifying for enhanced overtime rates . Further details can be found in the overtime Policy in the Staff Handbook.
- 7.4 You are required at all times to comply with our rules, policies and procedures in force from time to time including those contained in the Staff Handbook, a copy of which has been given to you and which is available on our shared drive. The Staff Handbook does not form part of this agreement and the Employer may amend it at any time. To the extent that there is any conflict between the terms of this agreement and the Staff Handbook, this agreement shall prevail.

8. Training

- 8.1 During your employment you are entitled to take part in various training courses which we may provide from time to time. Details of what courses might be available can be obtained from your line manager.

9. Outside employment or appointments.

- 9.1 You must inform your employer before accepting any outside employment or appointment.
- 9.2 You may not engage in any occupation or activity which might in any way conflict with the interests of your Employer or your Employer's political party.
- 9.3 You may not engage in any outside activity involving payment that uses the experience or knowledge you acquired during the course of your employment, without first obtaining agreement from your Employer.
- 9.4 You must not hold a directorship or undertake executive working in a private company, firm or other organisation or engage in consulting work which has a connection with your employment or is on behalf of a firm or concern which is in a contractual relationship with your Employer, your Employer's political party or the Senedd, without first obtaining agreement from your Employer.

10. Holidays

- 10.1 Your holiday year runs from [DATE]. If your employment starts or finishes part way through the holiday year, your holiday entitlement during that year shall be calculated on a pro-rata basis rounded up to the nearest half day.
- 10.2 You are entitled to 31 days' paid holiday during each holiday year pro-rata. In addition you are entitled to take the usual public holidays in England and Wales pro-rata.

- 10.3 All holiday requests must be approved in writing in advance by your line manager. Holiday must be requested in line with the holiday policy which is contained in the Staff Handbook. We may require you to take (or not to take) holiday on particular dates, including during your notice period.
- 10.4 You cannot carry forward more than 5 days pro-rata of untaken holiday from one holiday year to the following holiday year except as set out in the holiday policy in the Staff Handbook.
- 10.5 We shall not pay you in lieu of untaken holiday except on termination of employment. On termination we shall pay you in lieu of any accrued but untaken holiday for the holiday year in which termination takes place and any untaken days permitted to be carried forward from the preceding holiday year. The amount of the payment in lieu will be calculated as 1/260th of your full-time equivalent salary for each untaken day of the entitlement, as set out in the holiday policy in the Staff Handbook. (Privilege days do not count as holiday for the purpose of this clause.)
- 10.6 However, if we have dismissed you or would be entitled to dismiss you under clause 14.3 or you have resigned without giving the required notice, such payment in lieu shall be limited to your statutory entitlement under the Working Time Regulations 1998, and any paid holidays (including paid public holidays) taken shall be deemed first to have been taken in satisfaction of that statutory entitlement.
- 10.7 If you have taken more holiday than your accrued entitlement at the date your employment terminates, we shall be entitled to deduct from any payment due to you the excess holiday pay calculated on the basis set out in clause 10.5.

11. Privilege days

- 11.1 You will be entitled to four privilege days on full pay pro-rata, such days are to be determined by the Employer. If you are employed on a part time basis your entitlement to pay on all privilege days will be in direct proportion to your normal working hours.

12. Incapacity

- 12.1 If you are absent from work due to incapacity, you must notify your Line Manager of the reason for your absence as soon as possible but no later than your usual start time on the first day of absence.
- 12.2 You shall certify your absence in accordance with the sickness policy which is available in the Staff Handbook. Subject to compliance with the provisions in the sickness policy you will be entitled to receive contractual sick pay. Contractual sick pay is inclusive of any statutory sick pay ("**SSP**") that may be due for the same period, and is paid on the following basis:

26 weeks' full pay and 26 weeks' half pay in any 12 month period.

Periods of paid sickness must not exceed 12 months within any rolling period of 4 years.

- 12.3 Pension contributions will continue as normal while you are paid at the full rate in accordance with clause 12.2. If your pay during any period of incapacity is reduced or you are paid SSP only, the level of contributions in respect of your membership of the pension scheme referred to in clause 16 may continue, subject to the relevant pension scheme rules in force at the time of your absence.
- 12.4 You agree to consent to a medical examination (at the Employer's expense) by an occupational health professional or doctor nominated by the Employer should the Employer so require.
- 12.5 If a period of absence due to incapacity is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party in respect of which damages are or may be recoverable, you shall immediately notify your Employer of that fact and of any claim, settlement or judgment made or awarded in connection with it and all relevant particulars that your Employer may reasonably require. You shall, if required by your Employer, co-operate in any related legal proceedings and refund to your Employer that part of any damages or compensation recovered by you relating to the loss of earnings for the period of absence as your Employer may reasonably determine less any costs borne by you in connection with the recovery of such damages or compensation, provided that the amount to be refunded shall not exceed the total amount paid to you by your Employer in respect of the period of absence.

13. Other paid leave

- 13.1 You may be eligible to take the following types of paid leave, subject to any statutory eligibility requirements or conditions and the Employer's rules applicable to each type of leave in force from time to time:
- (a) statutory maternity leave and you may be eligible to receive enhanced maternity pay subject to the rules set out in the Employer's maternity policy from time to time;
 - (b) statutory paternity leave and you may be eligible to receive enhanced paternity pay subject to the rules set out in the Employer's paternity policy from time to time;
 - (c) statutory adoption leave and you may be eligible to receive enhanced adoption pay subject to the rules set out in the Employer's adoption policy from time to time;
 - (d) shared parental leave and you may be eligible to receive enhanced shared parental pay subject to the rules set out in the Employer's shared parental leave policy from time to time; and

- (e) parental bereavement leave and you may be eligible to receive enhanced parental bereavement pay subject to the rules set out in the Employer's parental bereavement leave policy from time to time; and
- (f) you may be eligible to receive compassionate leave and pay subject to the rules set out in the Employer's compassionate leave policy from time to time; and
- (g) you may be eligible for time off for public duties and pay subject to the rules set out in the Employer's time off for public duties policy from time to time.

13.2 Further details of such leave and your pay during such leave are available from the Staff Handbook.

14. Termination and notice period

14.1 After successful completion of the probationary period referred to in clause 1, the prior written notice required from you or the Employer to terminate your employment shall be as follows:

- (a) in the first five years of continuous employment: one calendar month's notice; and
- (b) after five complete years: one week for each complete year of continuous employment up to a maximum of 13 weeks' notice.

14.2 We may at our discretion terminate your employment without notice and make a payment of basic pay in lieu of notice.

14.3 We shall be entitled to dismiss you at any time without notice or payment in lieu of notice if we reasonably consider that you have committed any serious breach of your obligations as an employee or committed any act of gross misconduct, or if you cease to be entitled to work in the UK.

15. Disciplinary and grievance procedures

15.1 Your attention is drawn to the disciplinary and grievance procedures applicable to your employment, which are contained in the Staff Handbook. These procedures do not form part of your contract of employment.

15.2 If you wish to appeal against a disciplinary decision you may do so in accordance with the provision set out in the disciplinary procedure.

15.3 We reserve the right to suspend you with pay for no longer than is necessary to investigate any allegation of misconduct against you or so long as is otherwise reasonable while any disciplinary procedure against you is outstanding.

15.4 If you wish to raise a grievance you may do so in accordance with the provision set out in the grievance procedure.

16. Pensions

You are eligible to be enrolled into the Senedd Member's Support Staff Pension Scheme. Further details of the pension scheme are available from the Member's intranet.

17. Data protection

- 17.1 We will collect and process information relating to you in accordance with the privacy notice which is attached to this agreement. You are required to sign and date the privacy notice, and return to your line manager.
- 17.2 You must comply with the data protection policy when handling personal data in the course of employment including personal data relating to any employee, worker, contractor, constituent, supplier or agent of the Employer. You will also comply with your Employer's IT and communications systems policy, Social media policy and the Senedd's ICT Conditions.
- 17.3 Failure to comply with the data protection policy or any of the policies listed above in clause 17.2 may be dealt with under our disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

18. Collective agreement

There is no collective agreement which directly affects your employment.

19. Trade Union membership

You have the right to be a member of a Trade Union.

20. Confidential information

- 20.1 You shall not use or disclose to any person either during or at any time after your employment with your Employer any confidential information. For the purposes of this clause 20, **confidential information** means any information or matter about the business or affairs of your Employer or any of their business contacts or about any other matters which may come to your knowledge in the course of your employment, and which is not in the public domain or which is in the public domain as a result of your breach of this agreement.
- 20.2 The restriction in clause 20.1 does not apply to:
- (a) prevent you from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996; or
 - (b) use or disclosure that has been authorised by the Employer, is required by law or by your employment.

21. Employer or Senedd property

- 21.1 All hardware and software provided for your use by your Employer and funded by Senedd resources, remain the property of the Senedd.

21.2 Any documents, manuals, and or any data or documents (including copies) produced, maintained or stored on your Employer's computer systems, Senedd IT and/or communications network or other electronic equipment (including mobile phones), remain the property of your Employer.

21.3 Any property belonging to your Employer or the Senedd which is in your possession, and any original or copy documents obtained by you in the course of your employment shall be returned to your line manager at any time on request and in any event prior to the termination of your employment with your Employer (however arising).

22. Third party rights

No one other than you and your Employer shall have any right to enforce any terms of this agreement, save that the Senedd reserves all rights in relation to admission to the Senedd estate and access and possession to its property or equipment.

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

Yours sincerely,

.....

[EMPLOYER]

I agree to the above terms

.....

[EMPLOYEE]

.....

Date

Annex 1: Enhancements to statutory entitlements

Further details in relation to these enhanced terms, including eligibility, are available in the appropriate policy within the Staff Handbook.

Annual Leave	31 days pro-rata per annum + public holidays in England in Wales (bank holidays) pro-rata.
Privilege Days	4 days pro-rata per annum, to be determined by your employer.
Sickness Absence Pay	6 months full pay and 6 months half pay within any rolling period of 12 months. Paid periods of sickness must not exceed 12 months within any rolling period of 4 years.
Maternity Pay	26 weeks at full pay
Adoption Pay	26 weeks at full pay
Shared Parental Pay Birth	24 weeks at full pay
Shared Parental Pay (Adoption)	26 weeks at full pay
Compassionate Leave	5 days at full pay in a rolling 12 month period.
Paternity Pay	3 weeks at full pay