

«PERS\_TITLE» «PERS\_INITIALS» «PERS\_SURNAME»  
«ADDRESS\_LINE\_ONE»  
«ADDRESS\_LINE\_TWO»  
«ADDRESS\_LINE\_THREE»  
«ADDRESS\_LINE\_FOUR»  
«ADDRESS\_POSTCODE»

Dear «PERS\_TITLE» «PERS\_SURNAME»

### **Contract of Employment**

I am pleased to enclose your contract of employment with the Authority.

This reflects your current role which may be different to the role in which you commenced your employment with the Council. However, your original start date will be recorded.

If you believe that the information contained within your contract is incorrect, in the first instance please discuss with your Line Manager. Any other queries, please let us know via email to:

[CEHRM@carmarthenshire.gov.uk](mailto:CEHRM@carmarthenshire.gov.uk)

I would be grateful if you would kindly signify, via e-mail, your acceptance of the appointment on the specified terms and conditions, retaining a copy for your own records.

Yours sincerely



**Mr Paul Thomas**  
**Assistant Chief Executive (People Management)**

### **TERMS OF EMPLOYMENT (form ToE1)**

These should be read in conjunction with the Written Statement of Particulars which form your contract of employment.

Name of Employer	Carmarthenshire County Council
Address	County Hall, Carmarthen, SA31 1JP
Name of Employee	
Employee Number	
Post Title	
Post Number	
Department	
Negotiating/Governing Body	
Date of commencement of duties in this post	
Working arrangement & Location type	
Designated base for this post	
Employment status	
Reason for employment	
End date of Temporary/Fixed Term post (if applicable)	
Date of commencement of Continuous Local Government Service	
Frequency of pay period	
Salary scale / grade	
Basic spinal point amount	
Actual starting salary / pro rata salary for part time employees	
Hourly rate	
Term time hours (if applicable)	
Average weekly hours of work	
Number of weeks for term time work (if applicable)	
Pension contribution rate	
Politically restricted post (if applicable)	
Contractual Winter Maintenance Standby (if applicable)	

These terms of employment supersede any previous terms of employment for the above post. I would be grateful if you would kindly signify, via e-mail, your acceptance of the appointment on the specified terms and conditions, retaining a copy for your own records.

Name: «PERS\_FIRST\_FORENAME» «PERS\_OTHER\_FORENAMES»  
«PERS\_SURNAME» Employee No: «EMPLOYEE\_NUMBER»

Dear Colleague

Employees who come within the responsibility of a school governing body are referred to in this document as “school employees”. This term does not include catering and cleaning staff working in schools who are directly employed by the Council.

## WORKING ARRANGEMENTS/PLACE OF WORK

### Fixed

If you have a fixed-located working arrangement, your contractual base will be one named CCC workplace as shown in Form ToE1

### Multi located/Hybrid

As a multi-located worker your place of work may vary depending upon service requirements and your preferred working arrangement. This can include working from home or from any Council or shared public sector building. These arrangements will be agreed with your manager.

However, your official place of work for the purposes of travel claims, shared space and team working is in form ToE1. You will be required to attend this base as required by your service.

The Authority reserves the right to change your place of work anywhere within the Council’s area in accordance with the needs of the service without any additional paid travelling time on giving appropriate prior notice of such requirement.

If you are employed as a community-based worker you have no fixed place of work. The Council’s address is County Hall, Carmarthen SA31 1JP.

Carmarthenshire County Council’s Domiciliary Care Service is a county wide service and you are employed to work with all our people covering all areas of the county as required.

### School employees

The governors reserve the right to require you to work on any part of the current or future school site, including additional school sites under Collaboration or Federation arrangements in accordance with the needs of the service. This will be without any additional paid travelling time on giving appropriate prior notice of such requirement.

## EMPLOYMENT STATUS

Your employment status is confirmed in form ToE1.

If you are employed on a temporary or fixed term basis this will be confirmed in form ToE1. The appointment will terminate on the date specified in form ToE1 for the reason specified in form ToE1 or when the post holder returns to duty, whichever occurs first.

The appointment may, however, be terminated by either side sooner provided appropriate notice is given.

### **Job Share**

The Authority agrees to employ you in a job-share capacity (provided it is able to recruit a job-share partner for your role should a vacancy arise).

Should the Authority not be able to recruit a suitably qualified person to fill the part vacant job share post and if you are unwilling or unable to work full-time, the Authority reserves the right to terminate your employment under the Scheme by the giving of the appropriate period of notice, as specified in the Employment Rights Act 1996. Such action would only be taken after consultation with you and your Trade Union Representative, if you so wished, regarding the various options available at that time.

You have a right of appeal against the termination of a temporary or fixed term contract. The appeal should be made in writing where possible, stating your grounds of appeal and to be received at least 7 days before the date of termination. The appeal should be addressed to the Assistant Chief Executive (People Management), Building 4 St David's Park, Job's Well Road, Carmarthen SA31 3HB.

Appeals for school employees should be addressed to the Chair of the governing body.

### **CONTINUOUS EMPLOYMENT**

Your continuous Local Government service start date for the purpose of certain statutory employment rights (i.e. sickness allowances, annual leave entitlement) is as specified in form ToE1

This will include any previous continuous service with any organisation covered by the Redundancy Payments (Continuity of Employment in Local Government etc.) (Modification) Order 1999, or any subsequent amending legislation, which covers local authorities and related bodies.

### **PROBATION PERIOD** (Excludes school employees)

If you are joining the Council's service, the appointment is subject to a probationary period of a minimum of 6 months. For newly qualified social workers and some childcare workers this will be a minimum of 12 months. During this probationary period your performance will be carefully monitored and your suitability for the post assessed. Your continued employment will be subject to satisfactory reports. If at any time during the probationary period adverse reports are received the Council

may terminate your contract by giving the period of notice to which you are entitled. Please refer to the Management of Probationary Employees Policy, (available on request) for further information.

## **TERMS AND CONDITIONS OF EMPLOYMENT**

Your terms and conditions of employment will be in accordance with collective agreements negotiated and amended from time to time by the negotiating/governing body as specified in form ToE1 and should be read in conjunction with the appropriate paragraph below.

### **National Joint Council for Local Government Services (NJCCCC)**

Your terms and conditions of employment will be in accordance with collective agreements negotiated and amended from time to time by the National Joint Council for Local Government Services set out in the National Agreement on Pay and Conditions of Service, the negotiating machinery of Joint Council for Wales and the Council's Standing Orders, rules, decisions and local collective agreements reached with trade unions recognised by the Council. Copies of these documents are available for inspection from your Chief Officer or the Chief Executive's People Management Division, Building. 4, St David's Park, Job's Well Road, Carmarthen, SA31 3HB or on the Council's intranet site.

### **Soulbury Committee (SOULB-SC)**

Your terms and conditions of employment will be in accordance with collective agreements negotiated and amended from time to time by the Soulbury Committee set out in the report of the Soulbury Committee on the Salary Scales and Service Conditions of Educational Improvement Professionals, Educational Psychologists and Young People's/Community Service Managers.

Additional terms and conditions of employment will be in accordance with collective agreements negotiated and amended from time to time by the National Joint Council for Local Government Services set out in the National Agreement on Pay and Conditions of Service, the negotiating machinery of Joint Council for Wales and the Council's Standing Orders, rules, decisions and local collective agreements reached with trade unions recognised by the Council. Copies of these documents are available for inspection from your Chief Officer or the Chief Executive's People Management Division, Building 4, St David's Park, Job's Well Road, Carmarthen SA31 3HB or on the Council's Intranet site.

### **J.N.C. for Chief Officers of Local Authorities (CO-SC)**

Your conditions of service will be in accordance with the J.N.C. for Chief Officers of Local Authorities, as supplemented by local decisions.

## **IMMIGRATION, ASYLUM AND NATIONALITY ACT 2006**

Your employment is subject to the restrictions placed on your time to remain in the UK and the statutory requirements to comply with the Immigration, Asylum and Nationality Act 2006 and the UK Borders Agency Codes of Practice. Your continued employment will therefore be reviewed and dependant on you obtaining future and valid permissions to remain in the UK and to undertake the type of work currently offered.

## **PAY**

Your pay frequency and pay group are specified in form ToE1 and should be read in conjunction with the appropriate paragraphs below.

### **Four weekly paid employees (Pay Groups 9, 16)**

Your pay will be paid four weekly in arrears by bank credit to a bank account of your choice.

### **Monthly paid employees (Pay Group 11)**

Your salary will be paid in arrears on the 27<sup>th</sup> of each month for January to November inclusive (or the nearest working day if 27<sup>th</sup> falls on a weekend or bank holiday) for the month of December the pay date is the 24<sup>th</sup> or the last banking day prior to 25<sup>th</sup> December. Payment is by bank credit to a bank account of your choice.

### **Monthly paid employees (Pay Group 15)**

Your salary will be paid in arrears on the last working day of each month. However, if the last working day falls on a Monday or Tuesday, you will be paid on the previous Friday. Payment is by bank credit to a bank account of your choice.

Your starting salary per annum and salary scale/grade is as specified within form ToE1.

Where appropriate your salary will rise within the grade by annual increments up to the maximum point of the grade. Increments will be paid on 1<sup>st</sup> April every year unless you commenced duties between 2<sup>nd</sup> October and 31<sup>st</sup> March in any year, in which you will receive your first salary increment 6 months from the date on which you commenced duties.

### **Tutors**

Your rate of pay per hour for courses is as specified in form ToE1.

### **Chief Officers**

Progression through the incremental scale of the relevant grade is subject to satisfactory performance assessed on an annual basis. The Council does not pay bonus or performance related pay.

### **Overpayments**

Should you be overpaid, as a result of a mistake in fact, the full amount will be deducted from subsequent salary payment(s) or any other payment due to you from the Council. The Employee Services Section is authorised to deduct 10% of your gross monthly salary to recover the overpayment and will continue until the full amount has been retrieved. Should you wish to make repayments in larger denominations please contact the Employee Services Section

In the event an overpayment has not been fully recovered before the time of your final salary payment the Employee Services Section is authorised to recover the full amount. If for any reason, the overpayment has not been recovered in full, the matter will be referred to the Authority's Debtors' Section in order that you be invoiced for the payment that remains outstanding.

## **UNAUTHORISED ABSENCE**

The Authority reserves the right to withhold payment or deduct from salary a day's pay for each day of unauthorised absence. Any decision concerning this matter will be made by the Head of Service/Governing Body or his/her nominated representative. Unauthorised absence may result in disciplinary action being taken.

## **HOURS OF WORK**

Normal office hours are Monday to Thursday 8.45 to 17.00 and Friday 8.45 to 16.30. Your work pattern and normal working hours per week exclusive of meal breaks will be provided to you by your line manager/Head Teacher. The Authority operates a range of different shift patterns which are developed and from time to time amended to meet the needs of the service.

Your hours of duty are to be worked in accordance with the needs of the service and at the direction of the Head Teacher/Director of the Department or his/her nominated representative.

### **Chief Officers**

It should be noted that the salary range takes account of the fact that the duties of this post cannot be satisfactorily undertaken within a fixed working week and that some elements of unsocial hours will be required for the proper performance of duties.

### **Drivers**

Drivers must take unpaid breaks in accordance to EU & AETR rules on drivers' hours.

### **Term Time Employees**

If the nature of your role requires you to be employed on term time only working, you will be required to work term time weeks including INSET days. The number of weeks and term time hours you are contracted to work per week exclusive of meal breaks are as specified in form ToE1.

Please note - if you work term time weeks only, the contracted hours shown on your ToE1 will be your actual weekly working hours (inclusive of paid holidays), averaged over the year, to enable you to receive equal salary payments throughout the year. A 4% allowance on basic pay will be paid to recognise the term time nature of the work. This allowance is only payable to staff where the nature of the work is restricted to term time only. The 4% will be included in pay calculations for the purposes of sickness and annual leave.

### **Tutors**

The contracted hours of work are variable. The setting of hours each academic term or year reflects varying factors, local circumstances, student enrolment, courses offered and budgetary considerations. A normal working week will be based on the needs of each course and may fluctuate depending on the needs of the course and the time of year.

Should student attendance fall below an acceptable level resulting in the cancellation of the class then you will not be paid beyond the date of the last class presented. The provision of courses and any changes will be at the discretion of the Authority.

### **Home Care Services**

The contract hours of work (exclusive of meal breaks) as specified in form ToE1 are allocated on a rota in accordance with the needs of the service. You are obliged to accept hours of work offered on your rota'd working days, to meet your contractual obligation.

### **Catering staff**

In order to accommodate the fluctuation in number of meals provided/income generated, the contracted hours may be varied. Reductions or increases in hours will be notified by the Catering Manager with one week's notice and implemented accordingly.

### **Passenger Assistant staff**

In order to accommodate the fluctuation in the number of children being transported, the contracted hours may be varied. Reductions or increases in hours will be notified by the Network Manager with one week's notice and implemented accordingly.

If you leave your job part way through the year, a calculation will be undertaken to ensure that you have not been under or overpaid. Any adjustment necessary will be made in your last salary.

### **Annualised Hours Contract** (only applicable to employees working to agreed peak business working pattern).

Your average contracted hours worked per week exclusive of meal breaks are as specified in form ToE1. The working hours confirmed by the Departmental agreed working arrangements will be designed to accommodate the needs of the business during summer and winter periods. You will be required to work increased hours during the summer period and decreased hours during the winter period. The implementation of flexible working hours is at the discretion of your Chief Officer. Overtime will be paid in accordance with NJC conditions for all hours worked over the agreed set maximum in the Summer Period and the agreed set maximum hours in the Winter Period.

If you leave your job part way through the year, a calculation will be undertaken to ensure that you have not been under or overpaid. Any adjustment necessary will be made in your last salary.

### **Sleeping In**

Employees required to 'sleep in' on the premises are entitled to the allowance as set out in the National Joint Council Circular on Allowances. Sleeping in allowance covers the requirement to sleep in and up to 30 minutes call out per night. If an individual is required to work in excess of 30 minutes they will be paid at their normal rate of pay (overtime if applicable) including any night time enhancement (if applicable – see below).



### **Night Work**

Staff who work a minimum of 3 hours waking nights between the hours of 11pm and 6am as part of the normal working week are entitled to an enhanced payment of time and a third on their basic hourly rate. The three hours do not have to be consecutive.

### **Weekend Working**

In recognition of weekend working, an 8% enhancement on basic pay for all hours worked will be paid to post holders who are required to work a minimum of two weekend days/shifts in every four weeks as part of their normal working pattern (on a regular basis/rota). The 8% will be included in pay calculations for the purposes of sickness and annual leave.

### **Standby and Call Out**

Where the nature of the work requires additional duties to be carried out outside of normal working hours a standby rota may be operated by the Line Manager as and when required by the service. An employee on standby must be contactable at all times during the stated period of standby and must be prepared and able to return to work if the situation warrants it. Any changes to contractual standby will be notified within one month of the change. Employees required to work standby duties will be paid the Authority's agreed standby rate for the session. If called out, normal hourly rates for the hours worked will apply plus overtime/enhanced rates if appropriate.

### **Highways Emergency Standby and Winter Maintenance Out of Hours Duty Rota**

You will be expected to travel to various sites or depots in Carmarthenshire when required to meet operational needs and participate in the Highways emergency standby and the out of hours winter maintenance duty rota arrangements. There will be a requirement on a periodic and ad-hoc basis to work overtime and undertake standby duty to deal with highway emergency and winter gritting duties as per rota outside normal working hours. Emergency standby and winter maintenance duty rota arrangements may apply during the week and at weekends to ensure the authority meets its statutory obligations in ensuring the highway is maintained in a safe condition for all users.

### **Overtime/Work Outside of normal hours (excluding Chief Officers)**

The full-time standard working hours are 37 per week. You will not be expected to work overtime on a regular basis. However, if you are required and authorised to work in excess of the standard working hours per week and any such work falls outside the flexible working hours you may, if authorised, be paid at the appropriate overtime rate.

If you are contracted to work on annualised hours or on a rolling rota, overtime rates are only payable for hours worked over the average of 37 hours in the contracted period.

Please note that the Authority/Governing Body will implement the Working Time Regulations in allocating additional hours and all staff are required to inform their Line Manager/Head Teacher of additional work undertaken including other posts that

they may have in other sections of the Authority or work commitments undertaken for other organisations.

Please see Code of Conduct in relation to notifying the Authority of other employment (excludes school staff).

For all hours worked beyond 37 hours per week in a particular post which have previously been approved by your Line Manager / Head Teacher will be paid at the basic hourly rate plus 50%.

## **PENSION**

In accordance with the Local Government Pension Scheme Regulations all new employees will automatically become a member of the Local Government Pension Scheme (LGPS). Should you wish to opt out of LGPS membership an Opt Out Form is available from Dyfed Pension Fund website: [www.dyfedpensionfund.org.uk](http://www.dyfedpensionfund.org.uk). Alternatively contact Dyfed Pension Fund, County Hall, Carmarthen SA31 1JP.

You should have received an employee guide on the LGPS summarising the benefits of the pension scheme. Further details are available on the Dyfed Pension fund website – [www.dyfedpensionfund.org.uk](http://www.dyfedpensionfund.org.uk).

Your contribution rate will be assessed in accordance with your actual pensionable pay, as specified in form ToE1.

The pension banding tables are reviewed periodically and as a result there may be an automatic increase or decrease in your pension banding. Your pension banding may also increase as a result of a pay increase including any incremental pay rises. Pension contributions will be payable on all of your taxable pay.

## **TIME OFF**

If you are planning on taking time off work but are unsure of the type of time off that you may be entitled to, you may benefit from taking a look at the [Time-off-policy](#) in the first instance. This will signpost you to the types of time off that are available and whether they are paid or unpaid.

## **Holidays**

### **School employees**

The leave year will be operative from 1 April to 31 March. Those employees commencing or terminating employment during the year are entitled to leave proportional to the number of completed months' service during that year. Please note for school-based establishments no leave is to be taken during term time

### **Community Learning Tutors**

The leave year will be operative from 1 September to 31 August. Those employees commencing or terminating employment during the year are entitled to leave proportional to the number of completed months' service during that year.

## **Catering**

The leave year will be operative from 1 January to 31 December. Those employees commencing or terminating employment during the year are entitled to leave proportional to the number of completed months' service during that year. Please note for school-based establishments no leave is to be taken during term time.

## **For all other employees**

The leave year will be operative from your birthday. Those employees commencing or terminating employment during the year are entitled to leave proportional to your service during that year.

Please see your line manager/Head Teacher to confirm your entitlement. You may be required to take your annual leave entitlement when your establishment/workplace is closed for specific holiday periods or for any other reason as advised by your Line Manager.

Leave entitlement is calculated on the basis of length of continuous service as indicated below:

0 - 5	completed years' service	26 days
Over 5 - 10	completed years' service	31 days
10 Plus	completed years' service	34 days

Your annual leave entitlement will be calculated and pro-rated in accordance with your contracted hours and will be subject to minimum statutory entitlements.

No payment in lieu of accrued contractual holiday will be made to the employee (and where appropriate a deduction will be made from salary) in the event of his/her termination for gross misconduct or in the event of the employee giving inadequate notice of termination or leaving before the contractual notice period has expired. Contractual holiday for these purposes means all and any leave entitlement provided for in the employee's contract that is over and above the minimum statutory leave period provided for in the Working Time Regulations 1998 (i.e. 5.6 weeks or a maximum of 28 days) unless your Service Director/Head Teacher believes there are exceptional circumstances which have prevented leave from being taken. Employees leaving local government service having taken leave beyond their entitlement at that point, will have the corresponding number of days pay deducted from their final salary payment or any other payment due from the Authority.

Annual leave should be requested from your line manager/Head Teacher and is subject to the agreement of the Department/Head Teacher.

## **For employees in establishments with fixed holiday periods.**

You will be required to take all of your annual leave entitlement when your establishment/workplace is closed for specific holiday periods or for any other reason as advised by your Line Manager/Head Teacher.

## **Bank/Public Holidays**

There are 8 days designated as public bank holidays by the Authority. This is calculated on a pro rata hourly basis during the year for part time employees. If you are scheduled or required to work a bank holiday, you will be paid at double time (i.e. time plus time) for all hours physically worked, in complete recompense for all hours worked.

## **Job Share**

Entitlement to take paid holiday on bank or public holidays will be shared proportionately between job-sharers. Alternatively, and with the permission of your manager, you can choose to adjust your working pattern to ensure a fair distribution of bank and public holidays. Your entitlement to take paid holiday on public or bank holidays will be the pro rata equivalent of the entitlement of full-time employees.

## **Sickness Absence**

Your entitlements during any absence due to sickness or injury are as indicated in the National Joint Council conditions Part 2 Section 10.

During 1<sup>st</sup> year of service 1 month's full pay (and after completing 4 months' service) 2 months half pay

During 2<sup>nd</sup> year of service 2 months' full pay and 2 months' half pay

During 3<sup>rd</sup> year of service 4 months' full pay and 4 months' half pay

During 4<sup>th</sup> and 5<sup>th</sup> years of service 5 months' full pay and 5 months' half pay

After 5 years' service 6 months' full pay and 6 months' half pay

If you are unable to attend work as a result of illness or injury you must notify your line manager/Head Teacher as soon as practicable on the first day of absence of the reason for, and likely duration of, the absence.

You are required to complete a self-certification form via [Resource Link/My View](#) for the first 7 days of the period you were due to work (including Saturday and Sunday) Catering and cleaning employees should complete a paper form SA128 (Self Certification Statement of Absence). This should be done immediately upon your return to work or as soon as possible if the absence is long term.

If your sickness absence is longer than 7 days you must submit to your line manager a General Practitioner's Fitness for Work Certificate by the 8<sup>th</sup> day of absence.

For further details please see Sickness Absence Employee Information and Sickness Absence Management Procedure (available on the Intranet).

## **School employees**

School employees should refer to the schools' Sickness Absence Management Policy and Procedure which is available in the school office along with any school reporting arrangements.

## NOTICE

- (i) The Authority will give you one week's notice to terminate the contract of employment during your probationary period. Following the probationary period, the minimum period of notice to which you will be entitled from the Council is 1 week or as shown below, whichever is the longer:-

<b><u>Period of Continuous Service</u></b>	<b><u>Minimum Notice</u></b>
1 month or more but less than 2 years	1 week
2 years or more but less than 12 years	1 week for each year of continuous service
12 years or more	12 weeks

You are required to give one week's notice to terminate the contract of employment during your probationary period. Following the probationary period, the minimum period of notice you are required to give to terminate your employment will be;

Grade A – K – 1 month

Grade L – O – 3 months

Chief Officers - 3 months

Soulbury - salary equal or exceeding NJC spinal point 40 – 3 months

Your employment may be terminated by the employer without notice or payment in lieu of notice in the event of serious misconduct.

## MATERNITY

For Information on the Authority's Maternity Policy, please click [here](#).

## PATERNITY

For information on the Authority's Paternity Policy, please click [here](#).

## PAY IN LIEU OF NOTICE

The Authority may make a payment in lieu of notice for all or any part of your notice period on termination of your employment (rather than you working out your notice period). This provision, which is at the Authority's discretion, applies whether notice to terminate the contract is given by you or by the Authority.

## BENEFITS

For details of your eligibility to benefits that may be available to you as a worker/employee of the Authority, please see our [benefits page](#) and our [Staff Rewards](#).

## CARS/TRAVEL

Please note if you are authorised to use your car for work purposes you should ensure that you are able to drive and that you are covered by the appropriate business insurance. The Authority also reserves the right to ensure at any time that

you are covered by the appropriate documents (MOT, car insurance and the appropriate driving licence.)

Authorised work related car journeys are reimbursed at the Authority's car user allowance rate.

## **CONFIDENTIALITY**

You may not, during or after the termination of your employment with the Council, disclose to anyone other than in the proper course of your employment, any information of a confidential nature relating to the School, the Council or its business. This confidentiality of information applies during working and non-working hours. Breach of this clause may lead to your summary dismissal.

As an employee of the Council you are responsible for complying with Data Protection legislation when processing personal data as part of your duties. You are also responsible for adhering to relevant Council policies when handling personal data.

## **RESTRICTIONS ON OTHER EMPLOYMENT**

Prior to agreeing to undertake other work (paid or unpaid) outside of the Council, permission must be sought from the appropriate Head of Service/ Line Manager as per the Code of Conduct – Employees (available on request). (Please note – this is not applicable to school staff within the responsibility of the governing body.)

### **Chief Officers**

You must devote your whole-time service to the work of the Council except where otherwise authorised. You must uphold the principles of the Employees Code of Conduct and ensure that you declare any personal interests in accordance with the Council's policies.

### **Your attention is drawn to the following extract from the JNC Chief Officers Conditions of Service Handbook:**

After termination of a chief officer's employment you:

- a) will not divulge any information to any third party which is confidential to the authority.
- b) will not, without the consent of the authority, which will not unreasonably be withheld, within a period of 12 months take up employment with or provide services for reward to anybody:
  - i) if during the chief officer's last two years of employment with the authority the officer has been directly involved in transactions with that body for which the offer of employment or provision of services could reasonably be regarded as a reward
  - ii) which is likely to benefit from commercially sensitive information which is known to the chief officer by virtue of his/her past employment by the authority.

These provisions would not apply if the termination of employment with the local authority arose as the result of redundancy or the externalisation of work and consequent transfer to a new employer.

## **GENERAL REQUIREMENTS OF THE POST HOLDER**

You will be held responsible for ensuring that the accountabilities of your post (job profile available on request) are fulfilled and your performance in doing so may be assessed from time to time. You will carry out such work and duties as are usual or necessary in connection with your appointment or such work as may reasonably be required. You are required to invoke the Council's/School's established processes and procedures to challenge and report dangerous, abusive, discriminatory or exploitive behaviour and practice. You will be responsible for your own actions, behaviour and any subsequent consequences. All employees are expected to recognise the limits of their competence and be responsible for limiting their actions to those which they feel competent to undertake. You will have due regard for economy and use of resources whilst maintaining standards at all times.

You are expected to uphold at all times the core values of the Council/School and ensure that your behaviour does not deliberately bring the Council/School into disrepute.

The Council reserves the right to seek a Disclosure and Barring Service check for all employees in posts that have safeguarding responsibilities.

Employees in posts requiring them to register with Social Care Wales or in Registered Services under Care Inspectorate Wales, will be required to register with the DBS Update Service (for which there is an annual subscription fee) and it is your responsibility to ensure that subscription is maintained annually to uphold professional registration.

You are required to inform your Manager/Head Teacher/Director and/or the Human Resources section at the earliest opportunity if you are under investigation for a criminal offence or are convicted of a criminal offence (including cautions and bind over orders). Please note that all declarations will be treated in strictest confidence and will not necessarily affect your ability to carry out your post. Failure to report such matters may result in disciplinary proceedings.

Where required you will maintain membership of appropriate professional bodies.

### **For employees within Social Care**

If you are employed within the Social Care Sector, you are also required to abide by the principles of the Code of Professional Practice as per the document published by Social Care Wales. You can download a copy at [www.socialcare.wales](http://www.socialcare.wales)

You will also be obliged to register and maintain registration with the Care Council for Wales when it is required.

## **DISCIPLINARY POLICY AND PROCEDURE**

The Authority's Disciplinary Policy and Procedure is available [here](#). If you are dissatisfied with any disciplinary decision you have the right of appeal. The appeal should be addressed to the Assistant Chief Executive (People Management), Building 4 St David's Park, Job's Well Road, Carmarthen SA31 3HB.

### **School staff**

The disciplinary rules applicable to you are set out in the School's Disciplinary Policy and Procedure (the school's policy is available from the school office). If you are dissatisfied with any disciplinary decision you have the right to appeal in accordance with the appropriate provision of the policy. Full details are available from your head teacher or Clerk to the Governing Body of the school.

### **Chief Officers**

The disciplinary procedures applicable to you are set out in the J.N.C. for Chief Officers of Local Authorities Conditions of Service.

## **GRIEVANCE PROCEDURE**

If you have a grievance relating to your employment you should discuss the matter in the first instance with your immediate supervisor in accordance with the [Grievance Policy and Procedure](#). This explains the stages of the procedure available to you should you be dissatisfied with the outcome. Please note that there is a separate policy dealing with grievances of bullying and harassment - [Behavioural Standards](#).

### **School staff**

The school's disciplinary, grievance, and Dignity and Respect policies/guidance are available from the school office.

## **DISMISSAL**

If you are dismissed from the employment of the Authority, you will be advised of the reason and offered a right of appeal in accordance with the terms of the appropriate policy (except during your probationary period when the Managing Probationary Employees Policy applies to staff except those employed by schools), as follows:

Health	Sickness Absence Management Policy
Redundancy	Redundancy Policy
Performance	Capability Policy
Conduct	Disciplinary Policy

## **POLITICAL RESTRICTION**

If you have been advised in form ToE1 that your post is a 'politically restricted post' please refer to the terms outlined in the political restriction document (available on request).

## **LEARNING AND DEVELOPMENT**

It is a condition of your employment that you undertake all appropriate learning and development. This will include any development identified to build your skills in order to enable you to perform your duties fully (including additional duties you may be



reasonably required to perform). Such development may be specified within a Learning Agreement on your commencement. This agreement will include any specified timeframe.

## **HEALTH AND SAFETY**

You are required to abide by the appropriate Health and Safety Rules of the Authority. If you occupy a post that is subject to health surveillance you are expected to attend for medical examination as and when required.

This Written Statement of Particulars supersedes any previous Written Statement of Particulars. I would be grateful if you would kindly signify, via e-mail, your acceptance of the appointment on the specified terms and conditions, retaining a copy for your own records.

Yours sincerely



**Mr Paul Thomas**  
**Assistant Chief Executive (People Management)**

Mae croeso i chi gysylltu gyda'r Cyngor trwy gyfrwng y Gymraeg neu'r Saesneg.

You are welcome to contact the Council through the medium of Welsh or English.

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DOCUMENTS & POLICIES – are available on the Authority's intranet site -

<http://intranet/our-people/hr/>

Or for school staff – All policies are available from the school office.