

**HOUSE OF COMMONS  
DEPARTMENT OF FINANCE AND ADMINISTRATION**

**STATEMENT OF MAIN TERMS AND  
CONDITIONS OF EMPLOYMENT  
FOR MEMBERS' STAFF**

THIS STATEMENT, WHICH IS ISSUED IN ACCORDANCE WITH SECTION 1 OF THE EMPLOYMENT RIGHTS ACT 1996, SETS OUT PARTICULARS OF THE MAIN TERMS AND CONDITIONS ON WHICH.

I.....MEMBER OF PARLIAMENT  
for the ..... Constituency, offer  
.....(name of employee)  
employment as (Job title) .....at  
this date ..... (date of issue)

**COMMENCEMENT AND CONTINUITY**

1. Your employment with me will commence on .....  
Your duties initially will be those set out in the agreed job description. No employment with a previous employer will count as continuous employment for the purposes of this new employment.

**TRIAL PERIOD**

2. The first six months of your employment will be on a trial basis. If during the trial period your work or attendance or conduct is not of an acceptable standard, your appointment may be terminated in accordance with the notice provisions set out in section 41.

**PAY**

3. Your salary of.....per annum will be paid monthly in arrears through the Department of Finance and Administration. I will review your pay annually at the end of the financial year. Payment will also continue during any Dissolution of Parliament. All bona fide expenses necessarily incurred on

behalf of your employer in your employment will be reimbursed on production of necessary receipts.

**HOURS OF WORK**

4. Your hours of work will depend on my Parliamentary workload and may therefore vary throughout the year. Your normal working week will be based on an average of:

*[full time staff ]* 37.5 hours net

*[part time staff]*. .....hours net arranged as follows.....  
.....

**ADDITIONAL HOURS**

5. Some evening and weekend work may be required. If you are asked to work additional hours, time off in lieu will normally be granted. If this is not feasible, overtime will be paid.

*[Part timers:* Extra hours will be at your usual hourly rate of pay until you exceed the full time conditioned hours for the job (37.5 hours net). After this you will be paid at a rate of time and a half.

*[Full timers:* Extra hours will be paid at a rate of time and a half.]

It is likely that any additional hours will have to be worked at short notice. I will, however, give you as much notice as I possibly can.

6. The Working Time Regulations 1998 limit the working week to an average of 48 hours, normally calculated over 17 weeks. If you consider that you are working at or near this limit you should tell me. I may then ask you to sign an agreement to opt out of the 48 hour limit, and/or to monitor your working hours if you do not already do this. If you choose not to opt out of the 48-hour limit you will not suffer a detriment.

## **PLACE OF WORK**

7. The main location of your work will be at

.....  
However, you may on occasions be required to work at other locations either in Westminster or within the constituency. If you travel between my constituency and Westminster at my request the travelling time will be regarded as part of your working hours.

## **HOLIDAYS**

8. Your holiday year will commence on your first day of employment with me. If you serve only part of a year, your entitlement will be in direct proportion to your service during that year, any fractions being rounded to the nearest day. If when you leave there is holiday owing to you, your salary will be enhanced to reflect this. If you have anticipated holiday then you may be asked to make a repayment to reflect any leave taken which exceeds your entitlement, or your final salary may be adjusted to take account of this.

*Either:*

*[Full time staff]*

Your holiday entitlement in the first year of your employment will be 20 working days. Thereafter your yearly entitlement will be 25 working days. You will also be entitled to 8 public holidays on full pay. I may at my discretion award you holiday in addition to your entitlement.

*Or:*

*{Part time staff}*

Your holiday entitlement in the first year of your employment will be ..... days, pro rata to 20 working days, and in subsequent years .....days pro rata to 25 working days. You will also be entitled to ..... public holidays on full pay, pro rata to 8 public holidays. I may at my discretion award you holiday in addition to your entitlement.

## **INCAPACITY FOR WORK**

9. If you are unable to attend work for any reason whatsoever you must inform me, or arrange for someone else to inform me if you are unable to do this yourself, as soon as possible on the first day of absence, and preferably by telephone, as to the reason for your absence, and if possible, when you hope to return to work.

## **EVIDENCE OF INCAPACITY**

10. If you are absent for seven days or less you should, on your return to work, let me have confirmation in writing giving the first and last day of sickness as well as the reason for absence. (When calculating sickness absence you should count Saturdays and Sundays and any other days not normally worked.)

11. If your sickness absence continues for more than seven days you should obtain a medical certificate from your doctor and forward it to me without delay. Further certificates should be submitted each week for as long as the illness lasts. You should also contact me, or arrange for me to be contacted, to tell me of your progress at least every fortnight if you are off sick for the medium or long term. In the case of repeated absences I reserve the right to request medical evidence for periods of absence of less than 7 days.

## **SICK PAY**

12. Subject to the above procedure, normally, **during your first year of employment** you will receive full pay (inclusive of Statutory Sick Pay) up to a maximum of one weeks paid sick leave for every four weeks worked.

**After one calendar year's employment,** you will normally receive a maximum of six months (26 weeks) in all on full pay during any rolling period of twelve months, plus additional time on half pay (subject to a maximum of twelve months paid sickness absence in any period of four years or less).

These allowances will be applied to part time staff on a pro rata basis.

## **MATERNITY LEAVE AND PAY**

13. For babies born on or after 6<sup>th</sup> April 2003, you will be entitled to the following:

- a) All employees are entitled to 26 weeks ordinary maternity leave.
  
- b) If you have worked a **continuous period of at least 26 weeks** ending with your qualifying week (QW) – this is, the 14<sup>th</sup> week before the expected week of childbirth, you will qualify for 26 weeks ordinary maternity leave on full pay and a further 26 weeks additional maternity leave without pay - this can only be taken directly after ordinary maternity leave.

If you do not meet the qualifying period as detailed above then you still maybe entitled to maternity allowance available from your local social security office.

14. To exercise your right to maternity leave you must:

- ◆ Notify me of your intention to take maternity leave by the 15<sup>th</sup> week before your expected week of childbirth (unless this is not reasonably practicable). Employees who qualify for additional maternity leave must inform me of their intention to take this additional leave at the same time.

15. Additional information is also available from the Personnel Advice Service within the Department of Finance and Administration who have produced guidance outlining the main terms and conditions.

## **ADOPTION LEAVE AND PAY**

16. For children matched or passed for adoption on or after 6<sup>th</sup> April 2003, you will be entitled to:

- ◆ 26 weeks ordinary adoption leave on full pay immediately followed by 26 weeks additional adoption leave without pay. This can only be obtained

once you have worked continuously for 26 weeks leading into the week in which you are notified of being matched with a child for adoption.

17. To exercise your right to adoption leave you must:

- ◆ Notify me of your intention to take adoption leave within 7 days of being notified by your adoption agency that you have been matched with a child for adoption (unless this is not reasonably practicable).

### **PATERNITY LEAVE AND PAY (Birth)**

18. To qualify for Paternity leave you must be the biological father of a child, or the mother's husband or partner.

19. You are entitled to take two consecutive weeks paternity leave, if you have worked continuously for 26 weeks leading into the 15<sup>th</sup> week before the baby is due. This period of paternity leave will be paid at the rate of statutory paternity pay depending on your average weekly earnings.

20. You will be required to inform me of your intention to take paternity leave by the fifteenth week before the baby is expected.

### **PATERNITY LEAVE AND PAY (Adoption)**

21. To qualify you must be the spouse or partner of an individual who has adopted a child (or who is one of a couple who have jointly adopted a child).

22. You are entitled to take two consecutive weeks paternity leave, if you have worked continuously for 26 weeks or more by the end of the week in which the child's adopter is notified they have been matched with a child. This period of paternity leave will be paid at the rate of statutory paternity pay depending on your average weekly earnings.

23. You must inform me of your intention to take paternity leave within seven days of you being notified by your adoption agency that you have been matched with a child.

## **CARING LEAVE**

24. You will have the right to a reasonable period of time off work (paid) to deal with an emergency involving a dependant.

You can take this leave if it is needed in any of the following circumstances:

- to provide assistance if a dependant falls ill, gives birth, is assaulted or injured;
- to make arrangements to provide care for a dependant who is ill or injured;
- on the death of a dependant;
- to deal with an unexpected disruption in care arrangements;
- to deal with an incident involving your child while he/she is in school;
- on adoption;
- to attend a medical appointment with a dependant; however, as with your own medical appointments, these should normally be made outside working hours.

For these purposes a dependant may be a spouse, a child, a parent, someone who lives in the same household as you but is not an employee, tenant, lodger or boarder, or someone who relies on you for care or assistance if they are ill or injured.

## **PARENTAL LEAVE**

25. After one year's service, if you have parental responsibility for one or more children under 5, you will be entitled to Parental Leave. This must be taken before their fifth birthday. Parental leave will be unpaid. You will be able to take up to 13 weeks in total for each child, in blocks of one week or more. There are special arrangements if your child is adopted or has a disability, and if your child is adopted you must take the leave within five years of the beginning of the placement for adoption, provided that you do so before their 18<sup>th</sup> birthday. If your child has a disability you may take up to 18 weeks. This must be taken before your child reaches 18.

## **TIME OFF FOR PUBLIC DUTIES**

26. Time off for public duties will be available in line with the Employment Rights Act 1996. The amount of time off will depend on the nature of the duties. If you are considering undertaking such duties, you should first discuss this with me. You should inform me if you will be standing for election for any public office.

## **PENSION PROVISION AND RETIREMENT**

27. The Department of Finance and Administration will contribute from public funds an amount not exceeding 10% to the Portcullis Pension Plan. You should complete the application form, which was enclosed with your new entrant pack. Additionally you have the right to make further contributions which will be deducted from your salary by the Department of Finance and Administration on request.

28. The normal retirement age is 65.

29. A contracting out certificate under the Social Security Pensions Act 1975 is not in force for this employment. This means that you will not be contracted out of the State earnings related pension scheme, but will have the option of participating in the above pension scheme in addition.

## **TRADE UNION MEMBERSHIP**

30. You have the right to be a Member of a Trade Union.

## **GRIEVANCE PROCEDURE**

31. Your manager or me will deal with your grievance informally wherever possible. If this is not feasible your manager or me will normally follow the formal procedure set out below:

### **Formal Grievance Procedure**

- If any grievance should arise about your employment, you must inform your manager or me of the basis of your grievance in writing.

- Your manager or me will consider your grievance and meet with you as soon as possible to discuss it. You may be accompanied to the meeting by a work colleague or your trade union representative.
- Following the meeting, you will be informed of the decision in writing within five working days.
- If you feel that your grievance has not been resolved, you may appeal against the decision. (This is the final stage of the grievance procedure). You should submit your appeal in writing to your manager or me within five working days. If a senior member of staff is available you should appeal directly to them.
- Your appeal will be considered and a meeting will be arranged to discuss it with you as soon as possible. You may again be accompanied to the meeting by a work colleague or your trade union representative. Following this meeting you will be informed of the decision in writing within five working days.

32. In exceptional circumstances the modified grievance procedure as detailed in the ACAS code of practice: Discipline and grievance procedures, may apply. Copies of the code are available from the Department of Finance and Administration.

### **POOR PERFORMANCE PROCEDURES**

*These procedures will also apply in cases of poor attendance, unless a disciplinary issue is involved.*

33. The cause of poor performance will be investigated. You will be given examples of why your performance is unsatisfactory and will be invited to a hearing to discuss this. You will have the opportunity to state your case and the right to be accompanied at the meeting by a trade union representative, or by a work colleague. You will be notified of the outcome of the hearing in writing. You have the right to appeal against the decision that has been taken at the Final Written warning and Dismissal stage of this procedure. Should you wish to appeal, you must submit your appeal in writing to me within 5

working days. You will be invited to an appeal hearing and you have the right to be accompanied as set out above. You will be notified of the outcome of the hearing in writing.

### **First Formal Action**

34. If your performance is unsatisfactory you will receive a written warning. This warning represents the first stage of the formal procedure. The warning will include:

- The reasons why your performance is unsatisfactory
- The improvement that is required
- The length of your trial period
- A review date
- Any support that will be provided to assist you

Your manager or me will normally monitor your performance throughout the trial period. You will then be invited to a formal review meeting.

### **Final Written Warning**

35. If your performance is still unsatisfactory at the end of the trial period you will receive a final written warning. You will also receive a final written warning if your performance is seriously unacceptable, or if you fail to maintain adequate improvement during the six months following a trial period under a written warning. The final written warning will include

- The reason for the warning
- The improvement that is required
- The length of the trial period
- Your right of appeal

36. If you wish to appeal against this decision you must submit your appeal to me in writing within five working days.

37. If there is insufficient improvement during this trial period **following** a formal written warning, this will result in your dismissal. You may also be

dismissed if you fail to maintain satisfactory performance during the 12 months following the end of the trial period for a final written warning.

### **Dismissal**

38. You will receive written notification of:

- The reason for dismissal
- The date on which your contract of employment will be terminated
- Your right of appeal

39. If you wish to appeal against this decision you must submit your appeal to me in writing within five working days.

### **DISCIPLINARY PROCEDURE**

40. Disciplinary issues will be dealt with in accordance with the principles set out in the ACAS Code of Practice: Disciplinary and grievance procedures (copy available from the Department of Finance and Administration). In exceptional circumstances this will also include applying the modified disciplinary procedure.

41. The procedure is designed to establish the facts quickly and to deal with disciplinary issues. No disciplinary action will be taken until the matter has been fully investigated. At every stage you will be notified of the allegations that have been made against you and you will be invited to a hearing to discuss them. You will have the opportunity to state your case and be accompanied, if you wish, at the hearing by a trade union representative or by a fellow employee. You will be notified of the outcome of the hearing in writing. (It should be noted that the procedure could start at any of the stages described below, dependent on the seriousness of the matter.) You have the right to appeal against any disciplinary penalty. You will be invited to an appeal hearing and you have the right to be accompanied as set out above. You will be notified of the outcome of the hearing in writing.

### **First Formal Action**

42. If your conduct is unsatisfactory you will receive a written warning. This warning represents the first stage of the formal procedure. The warning will set out:

- The nature of the misconduct
- The change in behaviour that is required

This warning will remain “live” for a period of 6 months. If your conduct continues to be unsatisfactory, or if you commit a further disciplinary offence within this six month period, you will receive a final written warning and this may ultimately lead to dismissal. If you wish to appeal against this decision you should submit your appeal to me in writing within five working days.

### **Final Written Warning**

43. If your conduct continues to be unsatisfactory or if your offence is serious you will be issued with a final written warning. This warning will set out:

- the nature of misconduct
- this change of behaviour that is required

The warning will remain ‘live’ for 12 months. If your conduct continues to be unsatisfactory or if further misconduct occurs within the 12 month period, you will be dismissed. If you wish to appeal against this decision you should submit your appeal to me in writing within five working days.

44. You will also be dismissed if, after an investigation and hearing, it is confirmed that you have committed gross misconduct. This includes the following offences.

- Theft
- Damage to property
- Fraud
- Incapacity for work from being under the influence of alcohol or illegal drugs,
- Physical assault and gross insubordination

(This list is not exhaustive.)

If you wish to appeal against this decision you should submit your appeal to me in writing within five working days.

45. While alleged gross misconduct is being investigated you may be suspended, normally on full pay.

### **WORKING FOR ANOTHER EMPLOYER**

46. If at any time during this employment, you work for another employer, or on a self employed basis, you must seek permission from me beforehand. This is to ensure that you receive your statutory entitlements relating to work and rest periods.

### **DUTY OF CONFIDENTIALITY**

47. The contractual relationship between you and me is based on trust. You must preserve the secrecy or confidentiality of any information relating to myself or to others, and any information which gives rise to a duty of confidentiality to a third party, which may be acquired by you in the course of your employment. During the course of your employment, you must preserve the confidentiality of such information, and you must not disclose or publish such information to any person or persons (except as authorised by me), or use it for your own purpose or for any purpose other than those I have authorised. Any breach of this trust may lead to disciplinary action.

48. This duty of confidentiality continues after the end of your employment with me.

### **NOTICE**

49. This contract may be terminated with the following periods of notice:

#### *Length of service*

Up to and including 4 years	4 weeks on either side
Over 4 years	4 weeks on either side increasing by an extra week for each year's service, up to a maximum of 12 weeks.

I reserve the right to pay wages in lieu of part or all of any notice period. During the notice period I will be under no obligation to give you any duties, or

provide any work for you, and I may require you to return all my property which may be in your possession or under your control.

50. In the event of redundancy, payment will be made in accordance with the statutory requirements.

**ACCEPTANCE**

51. If this offer is acceptable to you, will you please sign and return the duplicate copy of this letter.

Member's Name.....

Signature.....

Employees Name.....

Signature.....

Date.....

**Once signed, please forward one copy of the contract and a copy of the job description to the Department of Finance and Administration.**