

# MODEL CONTRACT OF EMPLOYMENT: INDEFINITE PERIOD (NEW JOINERS AND EXISTING STAFF ON PROMOTION)

This document sets out your principal terms and conditions of employment. It incorporates the written particulars required by the Employment Rights Act 1996 and constitutes your contract of employment with the Crown. A separate guidance document has been created that sets out the notes and best practices for the contract that should be read alongside the contract.

## Names of parties<sup>1\*</sup>

..... (the Employee)

**THE SECRETARY OF STATE FOR .....**, [*or other Minister or office holder in charge of the department*] (referred to as "the Department" ["the Agency"]) **AS THE APPOINTING AUTHORITY FOR THE CROWN**

### 01. Commencement of employment\*

Your employment in the Department will begin on -----

Your continuous employment in the Civil Service began/will begin on \_\_\_\_\_.

### 02. Job title and duties\*

You are appointed as a member of the Senior Civil Service in the Department of \_\_\_\_\_ [or \_\_\_\_\_ Agency]. Your current job title and duties are detailed in Schedule 1 and may be amended from time to time. Any changes will be discussed and agreed with you fully and notified to you in writing.

### 03. Salary

- a. Your basic salary is £ \_\_\_\_\_ a year, payable monthly in arrears by credit transfer to your bank or building society.
- b. Any increase in your salary will be determined by your Permanent Secretary [Chief Executive] in accordance with the procedures set out in the annual Senior Civil Servant pay guidance. Your salary will be reviewed annually. You will be notified in writing of any change to your salary.
- c. The Department reserves the right to make deductions from your

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<sup>1</sup> Clauses marked \* are included to comply with the Employment Rights Act (ERA). This information is supplemented by the departmental guidance document.

salary in order to recover any overpayment made to you by mistake, misrepresentation or otherwise. The Department also reserves the right to deduct from your salary, or any other sums owed to you, any money owed to the Department by you.

**04. Place of work/mobility\***

- a. Your place of work is \_\_\_\_\_. *[insert address of Department/Agency at which employee is required to work]* but you may be required to work at any place which is within a reasonable daily travelling distance of your home.
  
- b. During the course of your employment you may be required to transfer to any post in the Senior Civil Service in the UK *[or abroad - see clause XX]*. You will be given reasonable notice of any such change, the length of notice will vary depending on the circumstances. Reasonable expenses will be paid for any relocation or travel costs incurred as a result of the transfer. Details of such expenses are to be found in *[relevant policy on the department's intranet]*.

**05. Overseas employment\***

Currently it is not foreseen that you will be required to work outside the United Kingdom for more than one month on any one occasion.

OR

*[Details to be inserted if relevant, to comply with ERA, section 1, which applies to work outside the UK for more than one month.]*

**06. Hours of work**

- a. Full time hours constitute a minimum (over a 5-day week) of 37 hours (excluding lunch break)
  
- b. You will be entitled to a 1-hour lunch break.
  
- c. *[You will work part time]* Your normal daily hours of work are \_\_\_\_\_ to \_\_\_\_\_.
  
- d. Your working days will be Monday, Tuesday, Wednesday, Thursday and Friday. (delete as appropriate).
  
- e. As a senior civil servant, you will be required to work such additional hours as may from time to time be reasonable and necessary for the efficient performance of your duties.

- f. You are not entitled to the payment of any overtime.
- g. You are expected to devote the whole of your time, attention and abilities to your duties.
- h. You are entitled to apply for part-time or flexible working arrangements

**07. Annual leave**

- a. Your annual leave allowance is **x** days based on full time hours. If you work part time your annual leave entitlement will be pro-rated (*Insert the appropriate allowance based on the qualifying criteria set out below.*)
- b. Your leave year runs from \_\_\_\_\_ to \_\_\_\_\_.
- c. You will be entitled to annual leave based on your period of continuous employment in the Civil Service as per the table below:

<b>Length of Service</b>	<b>Annual leave entitlement</b>
Up to 1 year	25 days
1 year - up to 2 years	26 days
2 years - up to 3 years	27 days
3 years - up to 4 years	28 days
4 years - up to 5 years	29 days
5 years or more	30 days

**08. Public and privilege holidays**

Subject to the department’s rules in addition to your annual leave entitlement you are entitled to:

- a. All public holidays.
- b. A privilege day in respect of the King’s Birthday (i.e. either the Friday preceding or the Tuesday after the Spring Bank Holiday).
- c. Public and Privilege Holidays are pro rated for anyone not working full time hours, refer to the departmental policy for further details.
- d. You may be required to work on a public holiday or privilege day. If so, you are entitled to time off in lieu.

**09. Policies and Procedures**

Relevant policies and procedures which relate to your employment are available on the departmental intranet. Unless stated otherwise these are non-contractual and may be amended from time to time. You will comply with relevant policies and procedures at all times.

## 10. Performance Management and Appraisal

Your employment requires performance consistent with the high standards expected of members of the Senior Civil Service. Your performance will therefore be subject to regular appraisal and review, with an opportunity to discuss that performance with your line manager. Further details are provided in [insert relevant policy] available on the intranet.

## 11. Probation Period<sup>2</sup> (delete as appropriate)

- a. The Probation Policy for SCS will apply to your appointment.
- b. You will be on probation for a period of [ ] months from your start date. Your appointment will be confirmed provided you have shown that you can meet the required standards of your grade (insert text) and your performance, attendance and conduct have been satisfactory.
- c. If you do not reach the required standard, we will normally terminate your appointment. In exceptional circumstances we may extend your period of probation.
- d. Your appointment may be terminated at any time during the probationary period if your service is unsatisfactory and it is clear that you will not be able to reach the required standard before the end of the probationary period.

## 12. Retirement Age

There is no mandatory retirement age in the Civil Service. You are required to give a minimum of three months' **written** notice when you wish to retire from your employment.

## 13. Pensions

- a. As a civil servant you are eligible to be a member of the Civil Service pension arrangements. If you are already a civil servant your existing pension arrangements will continue. If you are new to the Civil Service, or are re-joining the Civil Service, then your pension arrangements will be as set out in your letter of appointment.
- b. You can find information about the pension arrangements on the Civil Service Pensions website or you can speak to the pension administrator (contact details are on the website).

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<sup>2</sup> Probationary periods should only apply to those members of the SCS that have been newly appointed to the Civil Service or those rejoining after 5 years away from the employment of the Civil Service. Existing civil servants promoted to the SCS would not normally be subject to probation. This clause can be deleted if it does not apply to the appointment.

#### **14. Maternity, Paternity, Adoption, Shared Parental Leave and unpaid Parental Leave.**

Entitlements to maternity, paternity, adoption, shared parental leave and pay and to unpaid parental leave are set out in [*the relevant policies available on the intranet*], which detail the qualifying conditions for such leave and the manner in which such leave may be taken.

#### **15. Sickness<sup>3\*\*</sup>**

The rules relating to sickness and injury can be found in the department's sickness/absence management policy available on the intranet. These provide for absence on full pay and on half pay, depending on the length of absence and subject to a limit on total paid absence within a given period.

#### **16. Notice\***

- a.** Because of the power of the Crown to dismiss at will, you are not entitled to a period of notice terminating your employment. However, unless your employment is terminated by agreement, in practice, you will normally be given the following periods of notice in writing terminating your employment:
  - i. If you are:
    - 1. dismissed on grounds of efficiency,
    - 2. dismissed as a result of disciplinary proceedings in circumstances where summary dismissal is not justified, or
    - 3. serving a probationary period and your employment is ended for any reason other than medical retirement.
  - ii. You will receive the following:
    - 1. If you have up to four years' continuous service – five weeks' notice
    - 2. If you have over four years' continuous service – one week plus one week for every year of continuous service up to a maximum of 13 weeks
- b.** If you are dismissed for gross misconduct justifying summary dismissal, either at common law or under disciplinary proceedings, your employment will be terminated without notice or payment in lieu of notice.

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<sup>3</sup> Clauses marked \*\* cover areas where reference may be made to other documents providing that they are readily available during normal working hours or made reasonably accessible in some other way.

- c.** If you are retired on medical grounds, you will receive, the period of notice set out at paragraph 16(a) subject to the following minimum periods of notice;
  - i. five weeks' notice if you are on probation; this may be extended by up to a further three weeks' if you are considering an appeal, or
  - ii. nine weeks' notice in other cases, unless a shorter period is mutually agreed
  
- d.** If your appointment is terminated on compulsory grounds other than those covered above you will be given 3 months' notice unless a flexible or early date of termination is mutually agreed.
  
- e.** In exceptional circumstances we may at our discretion terminate your employment without notice and provide compensation in lieu of notice<sup>4</sup>.
  
- f.** You will receive no notice where the date of termination is mutually agreed, except where the termination is on Voluntary Exit or Voluntary Redundancy terms, in which case you will receive three months' notice.
  
- g.** Unless otherwise agreed, you are required to give a minimum period of 3 months' **written** notice to *[indicate appropriate person by description or otherwise]*, if you wish to terminate your employment.
  
- h.** Further details on notice periods can be found on the [Department's] intranet site. On the expiration of such notice, your employment will terminate.

## **17. Termination**

- a.** Provided you continue to enjoy your full contractual pay and benefits, the Department may in its absolute discretion do all or any of the following during the notice period or any part of the notice period, after you or the Department have given notice of termination to the other, without breaching the terms of this contract or incurring any liability or giving rise to any claim against it:
  - i. Exclude you from the premises of the Department;
  - ii. Require you to carry out only specified duties (consistent with your status role and experience) or to carry out no duties;
  - iii. Announce to any of its employees, suppliers, contacts, partners that you have been given notice of termination or have resigned (as the case may be);
  - iv. Prohibit you from communicating in any way with any or all of

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<sup>4</sup> As set out in the rules of the Civil Service Compensation Scheme

the suppliers, customers, business partners, employees, agents or representatives of the Department until your employment has terminated except to the extent that you are authorised by your manager in writing;

- v. Require you to comply with any other reasonable conditions imposed by the Department.

- b. Upon the termination of your employment, you shall immediately return to the Department all documents, files, computer equipment, mobile phone, credit cards, keys, passes and all other property belonging to or relating to the Department which is in your possession or under your power or control and you must not retain copies of any of the above.

## **18. Other Compensation for Compulsory Early Termination of Contract**

- a. You may be eligible to receive benefits under any Civil Service schemes in force and as amended from time to time, such as the Civil Service Compensation Scheme and the Injury Benefit Scheme.
- b. **Efficiency departures** If your performance is so unsatisfactory as to warrant the use of efficiency procedures as set out in the department's [insert relevant policy] procedures and you are dismissed on efficiency grounds, the Department [Agency] has discretion, in certain circumstances, to award compensation under the Civil Service Compensation Scheme.
- c. **Medical Retirement:** If you are a member of the Civil Service pension arrangements, you may be retired on medical grounds with payment of ill health retirement benefits. This will be subject to the medical adviser to the Civil Service pension arrangements being satisfied that the breakdown in your health is such that it prevents you from carrying out your own or comparable duties and that the ill health is likely to continue until you reach your pension scheme's normal pension age. Details of the provisions for medical retirement are available from the Civil Service pensions website.

## **19. Conduct**

- a. As a civil servant you are a servant of the Crown and you owe a duty of loyal service to the Crown.
- b. As a civil servant you are required to conduct yourself in accordance with the provisions of the Civil Service Code.
- c. The Civil Service Code is based on these four core values; **'integrity'** is putting the obligations of public service above your own

personal interests

**'honesty'** is being truthful and open

**'objectivity'** is basing your advice and decisions on rigorous analysis of the evidence

**'impartiality'** is acting solely according to the merits of the case and serving equally well governments of different political persuasions

- d.** A full copy of The Civil Service Code as well as guidance on how to raise a concern, is available on the department's intranet.

## **20. Official Secrets Act**

You are subject to the Official Secrets Act 1989. Under the Official Secrets Act, it is an offence to disclose official information in six specified categories if the disclosure is damaging to the national interest. Further details of the provisions of the Official Secrets Act as they affect civil servants can be found on the department's intranet.

## **21. Disciplinary and grievance procedures\*\***

- a.** Disciplinary matters are dealt with in accordance with the Department's [Agency's] disciplinary procedures, which are available on the intranet.
- b.** If you have any grievances relating to your employment, or if you wish to appeal against any decisions or actions which affect you adversely, you should follow the grievance/dispute resolution procedure available on the Department's [Agency's]intranet.

## **22. Declaration and Management of Outside Interests**

You will be required to declare any relevant interests at the beginning of your contract and annually. This will include a nil return. Your line manager will assess whether any interests represent real, potential or perceived conflicts and if so, how to manage them. Further guidance can be found on Gov.UK.

## **23. Conflict of Interests**

A conflict of interest is a set of circumstances that creates a risk that an individual's ability to apply judgement or act in one role is, or could be, impaired or influenced by secondary interest. The detailed requirements governing the avoidance of conflicts of interest, the receipt of gifts and hospitality and the standards of conduct expected of you are set out in *[relevant policy]* on the department's intranet.

## **24. Reporting a Concern (including whistleblowing)**

It is important that you know what to do if, in the course of your work, you come across something that you think is fundamentally wrong, illegal or

endangers others within the Department or the public. You should familiarise yourself with the [department/agency's] policy, procedures and frequently asked questions which will guide you through the process of raising a concern, which is sometimes referred to as 'whistleblowing'. If you do not believe the response you receive to any such report represents a reasonable response to the grounds of your concern you may report the matter in writing to the Civil Service Commissioners.

## **25. Confidentiality/Use of official information**

- a.** As a civil servant you owe duties of confidentiality to the Crown. These require you to exercise care in the use of information which you acquire in the course of your official duties and to protect information which is held in confidence. The rules governing confidentiality and the use of official information are set out in [insert relevant policy] available on the intranet.
  
- b.** You shall not (except in the proper course of your duties), either during your employment or at any time after its termination (however arising), use or disclose to any person, company 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:
  - i. any use or disclosure authorised by the Department or required by law;
  - ii. any information which is already in, or comes into, the public domain other than through your unauthorised disclosure; or
  - iii. any protected disclosure within the meaning of section 43A of the Employment Rights Act 1996 (Whistleblowing).

## **26. Disclosure**

HM Treasury's Resource Accounting Manual requires the disclosure of the salary (including any taxable benefits in kind) and pension details of certain [Board level] posts within the Senior Civil Service. An appointment to a post to which this applies will be on condition that there is acceptance of disclosure. Your salary details may also be published as part of the Government's policy on open data and transparency. The lawful basis for such processing is "public tasks" – namely undertaking an official task in the public interest and is necessary for transparency, public confidence and accountability. The relevant privacy notice can be found on *Gov.UK*. You will be informed by your employing organisation about the intention to publish your salary details if you are affected by any transparency exercise.

## **27. Data Processing**

- a. [Department/agency and the Cabinet Office] will process personal data relating to you in accordance with relevant departmental data protection policies. [Department/agency] data protection privacy notice and relevant policies are available on the intranet. Cabinet Office's data protection privacy notice and relevant policies are available on the [Department/Agency] intranet
- b. [Department/agency] may monitor staff in accordance with its policies which are available on the intranet, relating to email, internet and communications systems and monitoring at work.
- c. You will comply with your obligations under [Department/agency] data protection [policy OR policies] and other relevant policies [including in relation to criminal records information, internet, email and communications, information security, bringing your own device (BYOD)].
- d. [Department/agency] [will OR may] transfer personal data and sensitive personal data outside the European Economic Area in accordance with the Department/agency] [data protection privacy notice].

## **28. Acceptance of outside appointments**

All Crown Servants are subject to rules on accepting an outside appointment during their appointment in the Civil Service. If you engage in private activities or undertake any alternative work that might conflict with your position in the department (this includes all secondary paid employment) this must be declared.

Line manager approval should be sought before taking up any outside paid work from the Civil Service. Further information and guidance can be found on the [Department/Agency's] intranet.

## **29. Post-Employment Restrictions**

All Crown Servants are subject to rules on post-employment restrictions after leaving the Crown Service which are in place to uphold the core values of the Civil Service. For members of the Senior Civil Service, the post-employment restrictions rules apply for two years after the last day of paid service.

These Rules are designed to uphold the core values in the Civil Service Code:

- a. You must not misuse your official position, for example by using information acquired in the course of your official duties, to further your private interests or those of others;
- b. You must not be influenced by improper pressures from others or the prospect of personal gain.

- c. You must take decisions on the merits of the case.
- d. You must not act in a way that unjustifiably favours or discriminates against particular individuals or interests.

If you have any questions about the application of the rules (which may change from time to time), you should contact the Advisory Committee on Business Appointments (ACOBA), as well as your HR department.

Refer to your HR Department for further information, advice and guidance about the departmental process.

### **30. Collective Agreements**

There are no service-wide collective agreements in force which affect your terms and conditions. *[If there are any departmental collective agreements which directly affect the terms and conditions of the staff in question, particulars should be included here.]*

**Signed** \_\_\_\_\_

On behalf of the Secretary of State for \_\_\_\_\_  
*[or other Minister or office holder in charge of Department]*

**Signed** \_\_\_\_\_  
**(Employee)**

\_\_\_\_\_  
**(Date)**

**SCHEDULE 1**

**JOB TITLE AND DUTIES**

*[This schedule to be completed by the Department or Agency]*