

## **RESTRICTED**

Name

Address

Date

Dear xxxxxx

### **WRITTEN STATEMENT OF MAIN TERMS AND CONDITIONS OF APPOINTMENT (Contract of Employment) (\*FULL TIME/PART TIME APPOINTMENT)**

The following paragraphs summarise or refer to your main terms and conditions of service as they apply at present and is referred to as the 'contract' of employment between the employee and the Office of the Parliamentary and Health Service Ombudsman (PHSO). Full details are in the Employment Policy Handbook, other supporting material and the Pensions Manual, which may be amended from time to time. The Employment Policy Handbook is available on PHSO's intranet and policies can be obtained from Human Resources, on request.

You are expected to familiarise yourself with, and are strongly advised to read, the contents of the Employment Policy Handbook and all other relevant documents, especially where they are applicable to you and as referred to in this statement. Those parts of the Handbook which have contractual effect, as amended from time to time, form part of your contract. Any significant changes are notified via PHSO's e-mail system and are included on the Intranet.

#### **1. Employer**

You are employed by the Parliamentary and Health Service Ombudsman (PHSO) as **[job title]**. Your duties are detailed in the attached job description and may be amended from time to time. You may be required, according to the operational needs of PHSO, to move to any post within the same pay band in PHSO for which your skills and experience equip you. You will be consulted and be given reasonable notice of any such change.

#### **2. Date of commencement and continuity of employment**

Your appointment will commence from **[date]**.

**\*\*\*\*\*select appropriate statement\*\*\*\*\***

**[if changing from fixed term into permanent:** Previous employment from [date] will count as being continuous for the purpose of Employment Protection legislation.]

**[if external employee:** No previous employment will count with this new employment as a continuous period of employment for the purpose of Employment Protection legislation.]

### **3. Location and mobility**

You will be based in [Millbank Tower, London SW1P 4QP OR The Exchange, New York Street, Manchester M1 4HN]. You may be required from time to time to travel to other locations within the United Kingdom for the effective discharge of your duties. In these circumstances you will be entitled to claim travel and subsistence allowances in line with the PHSO's policy, details of which are in the Travel and Subsistence Code.

If you are required to work anywhere other than your normal base, the relevant travel and subsistence or relocation terms in force at the time will apply.

**\*\*\*\*\*select appropriate statement\*\*\*\*\***

**[if pay band C or above]** PHSO reserves the right to re-locate staff in mobile grades (all Pay Bands except Bands A and B) to any location within the United Kingdom.

**[if pay band A or B or above]** PHSO reserves the right to re-locate staff in non-mobile grades (Pay Bands A and B) to any location that is within reasonable travelling distance from your home or [Millbank Tower/The Exchange].

All staff will be given reasonable notice of any intentions to relocate their post.

### **4. Probation *[remove this clause if employee has already completed 10 months' probationary service]***

The PHSO probation period is 10 months. You will therefore be on probation for 10 months/until (date 10 months from start of FTC). Your appointment will be confirmed provided you have shown you can meet the normal requirements for the post, and your attendance and conduct have been satisfactory. If you do not reach the required standard your appointment will normally be terminated. Your appointment may be terminated during the probationary period in the case of misconduct or if your performance is unsatisfactory and it is clear you will not be able to reach the required standard before the end of the probationary period. Your line manager will initiate formal reviews of your performance, attendance

and conduct during your training and a decision will be made on the confirmation of your position at the end of your respective training period.

## 5. Pay

Your pay band is **xx**. Your starting salary will be **£xx,xxx** per annum (pro rata if part time) and will be paid in arrears, by calendar month on the last working day of the month, by BACS transfer directly into your bank or building society account.

Any pay increases which may apply are usually performance related and are effective from 1 August. Any performance pay award is based on performance between the preceding 1 April and 31 March.

For the purposes of Part II of the Employment Rights Act 1996 you hereby authorise PHSO to deduct from your salary or any other sums due to you from PHSO, including without limitation any overpayment of salary, loans made to you or accrued holiday pay.

## 6. Performance management

Your employment requires performance consistent with the high standards expected of members of staff of the PHSO. Your performance will therefore be subject to regular review, with an opportunity to discuss your performance with your line manager.

## 7. Hours and overtime

You will normally be required to work a 5-day week of 36 hours **[or insert part time or compressed working hours and pattern. CARE: If Monday and Friday are to be normal working days, seek to agree first and last working day contract]** excluding lunch breaks. You have the option of working standard daily hours or flexible working hours with the agreement of your line manager.

If overtime is necessary, staff will normally be asked to volunteer. If there are insufficient volunteers you may be required to work overtime. If so, we aim to give you 48 hours notice. You may also be required to work during the weekend. Any such requirement will be in line with the Working Time Regulations.

### **add if part time:**

You will not qualify for overtime until your working hours exceed full-time conditioned hours that is, 36 hours per week excluding lunch breaks. Hours worked that fall short of full-time conditioned hours will be at plain-time rate. You will qualify for any additional payments related to the requirement to work at weekends or on public holidays or extra statutory days.

Details of the weekend pay rates and overtime rates, which apply to staff, are available from Ombudsnet or can be requested from Human Resources.

## **8. Equality and diversity**

No employee or job applicant will receive less favourable treatment on the grounds of age, colour, disability, ethnic (or national) origin, gender, marital status, political opinion, religious beliefs, sexual orientation, trade union activity or any other irrelevant factor, or be disadvantaged by any condition or requirement which cannot be shown to be justifiable. A copy of the Equality and Diversity Policy can be found in the Employment Policy Handbook.

An employee who is found to have acted in breach of the Equality and Diversity Policy will face disciplinary action which could result in dismissal.

## **9. Annual leave, public holidays and extra statutory days**

Annual leave for full time working is 30 days per annum. In addition there are 10.5 public holidays and extra statutory days as listed on the PHSO intranet. Entitlement to annual leave and public/extra statutory days is calculated pro-rata for part time staff and shown in hours. If you are required to be on duty on a public or extra statutory day you may be given time off in lieu. Information about the overtime rates where applicable to holiday working are available from Human Resources.

Your holiday is 30 days **OR** XX hours for compressed or part time working. You may take your annual leave as it is accrued, at the rate of one twelfth of the annual allowance for each completed month of service.

You may carry over up to 10 days (pro rated into hours for part time staff) from one leave year to the next. Any other leave will be lost if it is untaken at the end of the leave year.

Payment in lieu of accrued but untaken annual leave will not be made other than on termination of employment.

## **10. Sickness absence**

Subject to meeting the notification and certification requirements you may be allowed sick absence on full pay, less any social security benefits received, for up to 6 months in any rolling period of 12 months - and after that on half pay, up to a total maximum of 365 days sick absence in any period of 4 years or less. Any Statutory Sick Pay (SSP) which may be due will be offset against PHSO sick pay where PHSO sick pay is higher than the rate of SSP. If your level of attendance is unsatisfactory because you have frequent or continuous sick absence your suitability for continued employment may be reviewed.

You may be required at any stage during sickness absence to undergo a medical examination and allow PHSO to have a copy of any medical report produced following examination. The provision of such report and PHSO's use of the information contained will be in line with PHSO's obligations under Data Protection Legislation in relation to personal and sensitive data. Further details can be found in the Employment Policy Handbook.

You may be required to produce a medical certificate at any stage of your sickness absence, including for periods of less than 7 days.

#### **11. Maternity, adoption and paternity leave**

Women with more than one year's continuous service (15 weeks before the expected week of childbirth) are entitled to up to one year's maternity leave with 26 weeks paid at full pay. Women with less than one year's service (15 weeks before the expected week of childbirth) are entitled to statutory provisions for pay and leave. Further details are available on Ombudsnet or can be requested from Human Resources.

Adopters with more than one year's continuous service (leading into the week in which they are notified of being newly matched with a child for adoption) are entitled to up to one year's adoption leave with 26 weeks paid at full pay. Adopters who have worked continuously for 26 weeks (leading into the week in which they are notified of being newly matched with a child for adoption) are entitled to statutory provisions for pay and leave. Further details are available on Ombudsnet or can be requested from Human Resources.

Partners<sup>1</sup> who have or expect to have responsibility for the child's upbringing are entitled to two weeks' paid paternity leave. An eligible employee needs to have worked continuously for 26 weeks' leading into the 15<sup>th</sup> week before the expected week of childbirth or leading into the week in which they are notified of being newly matched with a child for adoption. Further details are available on Ombudsnet or can be requested from Human Resources.

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<sup>1</sup> For these purposes, "partner" in relation to a child's mother, means a person (whether of the same or the opposite sex) who lives with the mother and the child in an enduring family relationship, but is not the mother's father, mother, grandfather, grandmother, sister, brother, aunt or uncle.

## **12. Parental leave**

An employee with at least one year's continuous service has the right to up to 13 weeks unpaid parental leave provided the statutory conditions are met. Further details are available on Ombudsnet or can be requested from Human Resources.

## **13. Time off for dependants**

All employees, regardless of length of service are entitled to a reasonable amount of unpaid time off to deal with emergency care responsibilities for their dependants subject to certain conditions. Further details are available on Ombudsnet or can be requested from Human Resources.

## **14. Notice**

This appointment can be terminated at any time by notice from you or PHSO. However, due to the constitutional position of the Crown, the Crown's employees cannot demand a period of notice as of right when their appointments are terminated. Normally, unless you are dismissed on disciplinary grounds and providing you have served continuously for more than one month, PHSO will give you the following periods of notice:

Less than four years' continuous service:	five weeks
Four years' or more continuous service:	not less than one week for each year of continuous service, plus one week, to a maximum of 13 weeks.

If, for a reason other than disciplinary dismissal, the minimum period of notice cannot be given, PHSO will consider pay in lieu of the unexpired notice.

An exception to this is eligibility to remain and work in the United Kingdom where PHSO may terminate your employment with immediate effect, without notice and with no liability to make any further payment to you (other than in respect of amounts accrued due at the date of termination), if you cease to be eligible to work or remain in the United Kingdom.

The notice period you will be required to give PHSO is as follows:

Less than one year's continuous service:	four weeks
At least one but less than four years' continuous service:	five weeks

Four years' or more continuous service:

not less than one week for each year of continuous service, plus one week, to a maximum of 13 weeks.

PHSO reserves the right to place you on garden leave and to require you to take any outstanding annual leave during your notice period.

## 15. Pension arrangements

\*\*\*\*\*select the appropriate paragraphs from the options below\*\*\*\*\*

As soon as you start your new job, you are eligible to join the Civil Service pension arrangements. We offer you a choice of two types of pension:

- **nuvos.** This is an occupational pension scheme. The personal contribution rate for this scheme is between 3.5% - 5.9% depending on your annual pensionable earnings. (for those on classic scheme, the personal contribution is between 1.5%-3.9%). As your employer we also make a contribution into this scheme, the percentage of which is based on your salary level.
- **partnership pension account.** This is a stakeholder pension with a contribution from ourselves. How much we pay is based on your age. We pay this regardless of whether you choose to contribute anything. You do not have to contribute but, if you do, we will also match your contributions up to 3% of your pensionable earnings. The contributions are in addition to the age-related contribution mentioned above.

You will find full information on your pension choices in the Starter Pack which our payroll and pensions team will send to you.

We will automatically enter you into **nuvos** on appointment and we will deduct contributions from your salary with effect from your start date. If you wish to open a **partnership** pension account and you make your choice within 3 months, we will backdate your choice to your start date. If we do not receive your form within 3 months, you will remain as a member of **nuvos**, unless you subsequently opt out.

You do not have to join the Civil Service pension arrangements. If you opt out, you will build up benefits in the State Second Pension Scheme (S2P) instead. But if you are considering opting out we strongly recommend that you read the Starter Pack before you make any decision.

Please contact our pension service centre, who are Xafinity Paymaster if you have any questions about the pension arrangements or visit the Civil Service Pensions' website: [www.civilservice.gov.uk/pensions](http://www.civilservice.gov.uk/pensions). Please return your PensionChoices form and the **partnership** pension application form, if applicable, to Tracy Barker, Payroll and Pensions Manager.

***[If the rejoinder has taken their Civil Service pension, insert this paragraph:]***

You will also need to understand the effect of being re-employed as a pensioner. Under the Civil Service pension arrangements, you cannot receive more pay and pension combined on re-employment than the rate of salary you were receiving in your last employment. If you want to know more about how this works, contact your pension payroll provider, Capita Hartshead. You should be aware that “abatement” (as this is called) applies even if you do not rejoin the civil Service pension arrangements.

**16. Age of retirement**

There is no formal retirement age attached to your employment.

**17. Acceptance of outside appointments**

Crown Servants are required to obtain the agreement of their Office before accepting any offer of employment outside the Crown Service that would start within 2 years of leaving Crown employment. This applies if your official duties in the 2 years before leaving Crown service (or earlier if the association has been of a continued or repeated nature) resulted in personal involvement with the company or other organisation making the offer or involved access to commercially sensitive information of competitors. Information on Conflicts of Interest is available in the Employee Handbook.

**18. Conduct and discipline**

- a. All employees have a responsibility to maintain the appropriate degree of professionalism in all their actions at, on behalf of or relating to PHSO. They must:
  - behave in a way that reflects PHSO’s core values of excellence, leadership, integrity and diversity;
  - ensure at all times that they do not jeopardise the reputation of PHSO through their actions or omissions;
  - ensure that confidentiality of information is preserved at all times, as appropriate;
  - treat all colleagues with consideration and respect;
  - take prompt action if they witness or are made aware of discriminatory behaviour, harassment or bullying.
- b. Furthermore, PHSO requires that its employees;
  - do not misuse information acquired in the course of their official duties nor disclose without authority information received in confidence from



- other individuals or organisations;
  - do not accept gifts, hospitality or benefits of any kind from a third party which may be seen to compromise their personal judgment or integrity;
  - do not use alcohol or other substances in a way that results in incapacity for work, inappropriate behaviour or conduct, or jeopardises the reputation of the Office;
  - do not take part in any political or public activity which compromises or may be seen to compromise their impartiality;
  - do not misuse their official position or information acquired in the course of their work to further their personal interests or those of others, during or after their employment at PHSO. Any conflict of interest must be declared at the earliest opportunity and all employees are subject to the Official Secrets Act 1989;
  - do not undertake any work outside of PHSO (whether paid or unpaid) that may create a conflict of interest.
- c. Misconduct is dealt with in accordance with PHSO's disciplinary procedures, which are set out in the Employment Policy Handbook.

All employees are expected to fulfil the requirements regarding, for example, their conduct and behaviour as set out in PHSO's Code of Conduct and the Disciplinary Policy and Procedure. Details on the rules on conduct and discipline that apply to your appointment are contained in the Employment Policy Handbook.

## **19. Employee warranties**

In signing this contract you (the Employee) warrant that:

- you have obtained all approvals necessary to enable you to work and remain in the United Kingdom;
- you are entitled to work and remain in the United Kingdom without any additional approvals; and
- you will notify PHSO immediately if you cease to be so entitled during your employment with PHSO.

## **20. Data protection**

PHSO is committed to complying with the provisions of the Data Protection Act 1998. You must, at all times during this employment, act in accordance with the Data Protection Act 1998 principles and must comply with any policy introduced by PHSO to comply with the said Act.

PHSO will hold and process the data it collects relating to you, in the course of your employment. In particular, PHSO processes:

- Personal data where this is necessary or reasonably required for the purposes of the PHSO's administration and management of its employees (both during and after employment) and its business and for compliance with applicable procedures, laws and regulations; and
- Sensitive personal data, including without limitation any self certification forms or medical certificates supplied to PHSO to explain your absence by reason of illness or injury, any record of sickness absence or any medical records or health assessments where this is necessary or reasonably required for the purposes of PHSO's administration and management of its employees (both during and after employment) and its business and for compliance with applicable procedures, laws and regulations.

In line with PHSO's Business Continuity Management Plan PHSO must maintain up to date contact details for all staff and their nominated next of kin or emergency contact to ensure they are contactable in the event that:

- An emergency prevents access to PHSO's premises involving loss of access to papers and Office facilities temporarily or permanently; and/or
- A catastrophic failure of the Office's ICT systems.

These personal details, and emergency contact details for staff, will be kept securely off site by members of the HR People and Talent Team in accordance with the Data Protection Act 1998 and will only be used in the event of an emergency.

It is your responsibility to keep your line manager and HR up to date with changes to your personal details.

In signing this contract you (the Employee) agree and explicitly consent to PHSO processing, both electronically and manually, such data about you for such purposes and acknowledge that such data may be legitimately disclosed to appropriate persons and PHSO's professional advisers pursuant to the Data Protection Act 1998.

## **21. Confidentiality**

Further to the data protection commitments, as outlined in paragraph 20, PHSO is required to ensure that any personal data it processes is kept secure. In signing this contract you agree that you will not disclose without authorisation (either during or after your employment) any personal data about any other individual that you have obtained during your employment other than for the legitimate business purposes of PHSO.

You must take adequate precautions at all times (both during and after your employment) whether in PHSO, while travelling, at home or elsewhere to ensure the confidentiality and security of any personal data obtained by you during your employment with PHSO.

## **22. Grievances**

All employees have the right to submit a grievance in relation to issues of concern regarding their employment with PHSO. Details of the procedure for dealing with grievances are in the Employment Policy Handbook.

## **23. Whistleblowing**

All employees have the right to make a complaint in relation to issues of concern regarding malpractice of PHSO. Details of the procedure for dealing with these issues are in the Employment Policy Handbook.

## **24. Representation**

The Trade Union representing your post is the [Public and Commercial Services Union **OR** FDA] which is one of the unions recognised for collective bargaining purposes in respect of pay, the pay system and other related arrangements, by PHSO on behalf of the official side. PHSO attaches importance to effective consultation with staff and, if you decide to join the union, you are encouraged to play an active part and to make sure your views are represented.

## **25. Other conditions**

Any conditions of employment specified in your letter of appointment (and any documents accompanying it or otherwise sent to you by PHSO in response to your appointment) which are not included in this statement, shall be deemed to be part of your conditions of employment.

This statement has been issued by:

(Name)  
(Designation)

On behalf of the Office of the Parliamentary and Health Service Ombudsman

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**ACKNOWLEDGEMENT OF RECEIPT**

I have received a copy of this statement, have read it, understood it and accept the terms as detailed within.

.....  
(Signature of employee)

.....  
(Date)

Template Only