



## Contract of Employment

### Contract type

One year contract – Full-Time

(T)

### Employer

Somerset Wildlife Trust

### Employee

Nathaniel Legall

### Place of Work

Your principal place of work will be 34 Wellington Road, Taunton, Somerset TA1 5AW or anywhere within the County of Somerset. You may also be required to work from time to time at any premises or location owned, leased or managed by the Trust.

As part of your work, you may be required to travel within the UK, which may include attendance at conferences or seminars.

You will not be required to work outside the UK for any continuous period of more than one month during the term of your employment.

### Commencement of Employment

Your first day of employment is Monday 3 September 2018

### Continuous Employment

No service with any previous employer will be taken into account in calculating the length of your continuous employment. Your period of continuous service with the Trust for statutory employment rights, redundancy payments and other conditions of services will be your first day of this employment.

### Collective Agreements

There are no collective agreements that directly affect the terms and conditions of your employment.

### Probationary Period

The offer of employment is subject to the successful completion of a 3 month probationary period, during which time your suitability for the role to which you have been appointed will be assessed. Your employment may be terminated during your probationary period on two weeks' written notice. The Trust reserves the right to extend your probationary period, should the Trust deem it appropriate. The Trust's Disciplinary Procedure will not apply to you during your probationary period. On

successful completion of the probationary period, the Trust will advise you in writing, at which point your appointment will become permanent.

### **Wetland Ecologist**

The duties are outlined in the enclosed Job Description, which is not a definitive list and is subject to change, as the business needs deem necessary and as reasonably required. You are required to act in the best interests of the Trust and to carry out such duties as you may reasonably be called upon to undertake from time to time.

You warrant that you are entitled to work in the UK without any additional approvals and will notify the Trust immediately if you cease to be so entitled at any time during your employment with the Trust.

You shall not work for anyone else while you are employed by the Trust except with the prior written approval of the Trust and always provided that there is no conflict with the work or interests of the Trust.

### **Hours of Work**

Your normal hours of work will be from 9am to 5pm, Monday to Friday with ½ hour unpaid lunch break. Total working hours are **37.5** per week. You may be required to work such additional hours as may be necessary for the proper performance of your duties without extra remuneration, however, the Trust operates a Time off in Lieu system, the details of which are set out below.

### **Time Off in Lieu (TOIL)**



The Trust currently operates a Time off in Lieu (TOIL) system, whereby you are entitled to claim any excess hours worked on Trust business, beyond your normal working hours, provided such TOIL has been authorised in advance by your line manager. To clarify, 1 additional hour worked is equivalent to 1 hour in lieu ie. not time and a half. Only periods of time worked in excess of 30 minutes over your normal working hours will count towards TOIL.

You must not accrue more than 15 hours' TOIL in any one-month period, except in exceptional circumstances and with the prior written agreement of the CEO.

Any TOIL must normally be taken within 1 month of the additional hours being worked, after which entitlement lapses. In any event, all TOIL must be taken by the end of the Trust's holiday year. As with holiday arrangements, agreement must be sought from your line manager, prior to taking any such time off. The Trust reserves the right to either amend or withdraw this system. Should this be the case, you will be notified in writing, giving you at least 4 weeks' notice of such withdrawal.

No payment will be made in exchange for TOIL.

### **Remuneration**

The gross annual salary for this position is £24,728 paid monthly into your bank or building society. You will receive your salary payment on or near the 25th of each month. If the 25th falls on a weekend or a bank holiday Monday, you will normally receive payment on the Friday before.

Salaries are reviewed annually and may be increased from time to time at the Trust's discretion without affecting the other terms of your employment. There is no obligation to award an increase. There will be no review of salary after notice has been given by either party to terminate your employment.

Cost of living increases are normally awarded annually, subject to the Trust's ability to pay. This enhancement is normally effective from 1 April. You have no contractual right to the payment of any bonus, overtime or cost of living award.

We shall be entitled to deduct from your salary or other payments due to you any money which you may owe to the Trust at any time.

### **Notice**

After successful completion of your probationary period, the prior written notice required from you or the Trust to terminate your employment shall be as follows:

One months' notice.

In certain circumstance an employee who has resigned may be asked to leave immediately and receive payment in lieu of notice. We may otherwise at our discretion terminate your employment without notice and make a payment of basic salary in lieu of notice.

We shall be entitled to dismiss you at any time without notice or payment in lieu of notice if you commit a serious breach of your obligations as an employee or if you cease to be entitled to work in the United Kingdom.

### **Life Assurance**



Life Assurance cover is provided to all employees with effect from their first day of employment. The level of cover for Life Only Members is currently 1 x basic annual salary. Further details will be given during induction.

The Trust may replace or withdraw such scheme at any time on reasonable notice to you.

### **Pension Scheme**

The Trust complies with its employer pension duties in accordance with Part 1 of the Pensions Act 2008. Accordingly, it currently operates a group personal pension through Royal London. Joining the scheme will be handled through automatic enrolment and information will be provided to you during induction.

The Trust currently operates a Stakeholder Pension Scheme, which you will be entitled to join once you have successfully completed your probationary period. Full details will be given during induction and at the end of the probationary period.

A contracting-out certificate is not in force in respect of your employment.

### **Holiday**

In addition to the 8 public and bank holidays (pro-rata for part-time employees), your current annual holiday entitlement is 25 days. The holiday year runs April to March. New employees joining part-way through the year will receive their annual entitlement calculated on a pro-rata basis.

On termination of employment, adjustment will be made for any holiday taken but not accrued at the time of leaving, by deducting the appropriate over payment (calculated as 1/260th of your salary) from final pay. Similarly, any holiday accrued but not taken will be calculated in the same way and paid in the final salary payment.

Holiday pay is calculated at the hours that would normally be worked for each day taken.

All requests for annual leave must be agreed with your line manager, to ensure that if necessary, appropriate cover can be made during your absence.

All annual leave should normally be taken within the holiday year, but where it becomes necessary to carry any days forward due to workload pressures, then these days may be carried forward up to a maximum of 5 days per holiday year. Any carried over days but must be taken before 31 June, after which entitlement lapses. No payment is made for such losses. You will also be permitted to carry days forward where you have been prevented from taking them in the relevant holiday year by one of the following: a period of sickness absence or statutory maternity leave, paternity, adoption, parental or shared parental leave. In cases of sickness absence, carry-over is limited to four weeks' holiday per year less any leave taken during the holiday year that has just ended. Any such carried over holiday which is not taken within 15 months of the end of the relevant holiday year will be lost.

The Trust usually shuts down over the week following Christmas until the New Year (depending on how the days fall). This benefit is at the discretion of the CEO and will be reviewed annually. If this time off is approved you will not need to use your holiday entitlement to cover this period.

### **Inc incapacity**

If you are absent from work due to incapacity, you must notify your line manager of the reason for your absence as soon as possible but no later than an hour after the time when you are normally expected to start work on the first day of absence. You shall certify your absence as per the Trust's sickness policy as set out in our Handbook.

Subject to your compliance with this agreement, you shall be entitled to receive contractual sick pay. Contractual sick pay is inclusive of any SSP that may be due for the same period (for which purposes your qualifying days are your normal working days), and is paid on the following basis:

- During the first 6 months of employment, a maximum of 3 days' sickness in any 12-month rolling period will be paid at your normal rate of pay.
- After the first 6 months of employment, your sick pay entitlement will be 12 weeks at full pay and 12 weeks at half pay, less any sickness benefit received.

In all circumstances, a Doctor's certificate is required from the 8<sup>th</sup> day and following days absence.

You agree to consent to a medical examination (at the Trust's expense) by a doctor nominated by the Trust should the Trust so require. You agree that any report produced in connection with any such examination may be disclosed to the Trust and the Trust may discuss the contents of the report with the relevant doctor.

If a period of absence due to incapacity is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party in respect of which damages are or may be recoverable, you shall immediately notify the Trust of that fact and of any claim, settlement or judgment made or awarded in connection with it and all relevant particulars that the Trust may reasonably require. You shall, if required by the Trust, co-operate in any related legal proceedings and refund to the Trust that part of any damages or compensation recovered by you relating to the loss of earnings for the period of absence as the Trust may reasonably determine less any costs borne by you in connection with the recovery of such damages or compensation, provided that the amount to be refunded shall not exceed the total amount paid to you by the Trust in respect of the period of absence.

### **Confidential information**

You shall not use or disclose to any person either during or at any time after your employment with the Trust any confidential information about the business or affairs of the Trust or any of its employees or business contacts, or about any other matters which may come to your knowledge in the course of your

employment. For the purposes of this clause, **confidential information** means any information or matter which is not in the public domain (except as a result of your breach of this agreement) and which relates to the affairs of the Trust or any of its employees or business contacts.

The restriction in this clause does not apply to:

- prevent you from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996; or
- use or disclosure that has been authorised by the Trust, is required by law or by your employment.

### **Company property**

All documents, manuals, hardware and software provided for your use by the Trust, and any data or documents (including copies) produced, maintained or stored on the Trust's computer systems or other electronic equipment (including mobile phones), remain the property of the Trust.

Any Trust property in your possession and any original or copy documents obtained by you in the course of your employment shall be returned to the Business Support Manager at any time on request and in any event prior to the termination of your employment with the Trust.

### **Driving Licence**

You are required to hold and continue to hold a full driving licence valid for the UK for a motor car. Where driving is an essential requirement of your role, the loss of your driving licence resulting from a breach of road traffic legislation may result in disciplinary action being taken which may include dismissal.

You must provide your original driving licence to be seen by the Trust upon request, a copy of which will be kept on file. Failure to produce your licence without reasonable explanation may result in disciplinary action being taken which may include dismissal. Where you use your own vehicle for business use, you must have a valid MOT certificate, road tax and the appropriate business use cover included in your insurance policy. The Trust may request to see these documents, a copy of which will be kept on file.

Where you use your own vehicle for business travel, a lease car or any other vehicle owned, leased or hired by the Trust, you are required to inform your line manager of any fines or penalties, including speeding and parking, imposed resultant from a breach of road traffic legislation. Failure to comply with this requirement may result in disciplinary action being taken which may include dismissal. For the avoidance of doubt, the payment of any fines or penalties incurred by you when using your own vehicle, a lease car or any other vehicle owned, leased or hired by the Trust is solely your responsibility and will not be paid by the Trust. You should pay any fines or penalties incurred promptly. In the event of the Trust receiving documents relating to any fines or penalties incurred by you and the Trust being under an obligation to pay such fines or penalties, the Trust reserves the right to make deductions from your wages/salary to cover any sums paid.

### **Trust Vehicles**

The Trust operates pool cars, which may be used by you in the course of your employment. The Trust shall be responsible for payment of all reasonable standing and running costs of the vehicle including insurance, tax, MOT, maintenance and repair. This vehicle is provided for business use only and must not be used for personal or private use unless this has been previously agreed. Abuse of this restriction may lead to disciplinary action, which may result in dismissal. You must at all times comply with the Trust's Vehicle and Driver Policy. You are required to take reasonable care of any Trust vehicle used by you and be responsible for its cleanliness, cosmetic appearance and upkeep. In the event of any fines or penalties (including speeding and parking) and further in the event of any damage to the vehicle and/or an accident or other incident involving the vehicle, you are required to notify your line manager immediately. Failure to comply with this requirement may result in disciplinary action being taken which may include dismissal. The Trust may seek to recoup any losses in the event of damage caused to the car by your negligence

or wilful default. In addition, you are responsible for the excess which is required to be paid which is not recoverable from the insurance company should the vehicle be involved in an accident, irrespective of liability for the accident. By signing this Contract of Employment, you accept that the Trust shall be entitled to deduct the cost of repair of any such damage and/or the cost of the insurance excess from your wages.

### **Disciplinary and Grievance Procedures**

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

If you wish to appeal against a disciplinary decision you may apply in writing to the Business Support Manager in accordance with our disciplinary procedure.

We reserve the right to suspend you with pay for a period of no longer than is reasonably necessary for the purposes of investigating any allegation of misconduct or neglect against you.

If you wish to raise a grievance you may apply in writing to your line manager in accordance with our grievance procedure.

### **Trust Rules, Policies and Procedures**

It is the responsibility of every employee to be familiar and comply with the Trust's rules, policies and procedures in force from time to time, including those contained in the Employee Handbook. The Trust reserves the right to make any changes as deemed necessary. Staff will be informed of staff any major changes in policy or procedure and the Employee Handbook updated.

### **Changes to your terms of employment**

The Trust reserves the right to make reasonable changes to any of your terms of employment. You will be notified in writing of any change as soon as possible and in any event within one month of the change.

### **General**

To ensure efficient workings in the department, a commitment to team-working and continuous business improvement is expected from all employees. This includes involvement in business improvement initiatives and working groups.

### **Summary**

The offer of employment made to you is subject to the following conditions:

- your acceptance of the terms set out in this Contract of Employment;
- The receipt of references satisfactory to the Trust;
- The completion of a medical questionnaire to the satisfaction of the Trust;
- You holding a full driving licence valid in the United Kingdom ;
- The successful completion of a 3 month probationary period.

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### **Acceptance:**

I confirm that I have read and understood the contents contained within this document.

Signed: Nega

Dated: 6/8/18