

## PRINCIPLES WHICH CONTRACTS MUST FOLLOW

The Code of Conduct in the Standing Orders of the European Parliamentary Labour Party outlines that Members should comply with a 'Guidance Note' agreed by the EPLP. The first stage of this was completed in December 1999 and revised in December 2000 in respect of guidance on the declaration of interests.

A 'Practical Guide' issued by the College of Quaestors in October 2000 provides for a model contract for staff, which all MEPs must have completed and submitted by June 2000, and Labour Members are recommended to have done so by the 30<sup>th</sup> April.

The EPLP have agreed that all Labour Members of the European Parliament must issue a contract for each member of staff they employ and deposit with the College of Quaestors. If employed in the UK they should be in accordance with Section 1 of the Employment Protection (Consolidation) Act 1978. Employees in other Member states should be in accordance with national law. The contract should meet all the requirements of both the model contract and the guidelines laid down by the EPLP.

The principles laid down by the EPLP must be followed and should include –

**Job Title** *with attached Job Description*

**Starting date and length of contract**, which under the Quaestors Advice must not exceed the employer's term of office as an MEP.

A probation period should be detailed in the contract.

**Starting salary** and how paid, this must include the agreement that this will be paid monthly no later than 20<sup>th</sup> month of each month.

**Place of Work** – there is a requirement that the place or places of work shall be included in the contract.

**Pension contributions** A commitment in principle is established to paying the full employer's pension contribution into a private pension fund for the employee. This will not apply to arrangements for people on work placement, as a stagiare, students on special projects, volunteers or other exceptional circumstances.

**Travel and Subsistence Allowances** The contract should detail the expenses for travel and subsistence allowance if required to work in another country. These to be paid at time of purchasing tickets or in advance.

**Notice of terminating employment** The contract should detail notice of termination of employment to be given by either party, and the employer responsibility for redundancy payment, whether due to electoral defeat, resignation or death.

**Sick and Maternity Pay** The contract will include sick pay and maternity pay agreements between the MEP and staff member, which should include the number of weeks sick pay payable. The maternity leave entitlement should be stated and a provision for the employee to reinstatement stipulated.

**Parental Leave** will be granted after 6 months employment, the terms of which will be detailed in the contract.

**Confidentiality Section** The model contract includes an Article 6 which defines ‘Obligations associated with the nature of the contract’ providing a clause which requires the employee to maintain confidentiality on all matters.

**Grievance and Disciplinary procedure** A fair Grievance and Disciplinary procedure will be outlined in the contract. The employee will have the right to seek advice from a trade union advisor and be accompanied at any formal stage. If unresolved, the contract should allow for the issue to be referred by mutual agreement, to arbitration.

The contract will include a disciplinary procedure acceptable to the employee’s trade union.

**Union Membership** The employee would be expected to be or become a member of the Labour Party or sister Socialist Party and an appropriate trade union.

**Time off for duties** Reasonable time off, within the terms of the Employment Protection Act, should be written into the contract for trade union work, elected or appointed public office and meetings of staff and Assistants.

**Relationship with the European Parliament** The model contract states that ‘In no circumstances may the European Parliament be deemed to be the employer or contractual partner of the employee. In an earlier passage it strongly refers to ‘under no circumstances’, so it is essential to have an appropriate section in all you contracts.

**Agreements** Members of the EPLP are also recommended to provide a written agreement for any other people who work either in Brussels, Strasbourg or the UK who may be on work placement, as a stagiare or volunteers who may come into the office on a regular basis. The agreement should cover an understanding of any payments to be made to them, and for the position of insurance whilst on the premises. It also provides the opportunity for agreement with them in respect of office confidentiality.

**Model Contracts** The college of Quaestors have now provided model contracts for a Member’s Assistant and Service Contract. This can also be obtained from the EPLP Office.