

CONTRACT OF EMPLOYMENT

This contract of employment (“the contract”) contains the main terms and conditions of your employment with South Stoke Parish Council (“the Council”). It includes all the written particulars required by the Employment Rights Act 1996.

THE EMPLOYER:: South Stoke Parish Council

THE EMPLOYEE: [Name]

DATE OF ISSUE: [Date]

1. COMMENCEMENT DATE

1.1 Your employment with South Stoke Parish Council began on [Date]

2. CONTINUOUS SERVICE

2.1 Subject to 2.2 below, no period of employment before the commencement date counts as part of your period of continuous service.

2.2 For the purposes of entitlements to annual leave, sick pay arrangements, and maternity arrangements, continuous service includes continuous previous service with any public authority to which the Redundancy Payments (Continuity of Employment in Local Government etc.) (Modification) Order 1999 applies.

3. CONDITIONS OF SERVICE

3.1 The National Agreement on Pay and Conditions of Service of the National Joint Council (“the NJC”) for Local Government Services (“the Green Book”) applies to your employment save as amended by this contract.

4. PROBATION

4.1 Your appointment is subject to satisfactory completion of a probationary period of not less than 13 weeks.

5. JOB TITLE

5.1 You are employed as Clerk to the Parish Council.

6. JOB DUTIES

6.1 You are expected to perform all duties which may be required of you as set out in the attached job description.

6.2 The Council may from time to time wish to amend your job description. You may be required to undertake other duties to meet the requirements of the job.

7. DECLARATION OF OTHER EMPLOYMENT

7.1 You shall not undertake other employment without the Council’s written consent. Such consent shall not be unreasonably withheld.

8. PLACE OF WORK

- 8.1 Your usual places of work are:
Your home and the Village Hall or any other place where the Parish Council chooses to hold meetings.

9. SALARY

- 9.1 Your salary is £[---]p per hour being the current salary point [---] within the Scale [----] as set out in the [Years] National Final Salary Award for Local Council Clerks and Conditions of Service of Local Council Clerks in England and Wales.
- 9.2 Subject to satisfactory performance and adequate council budget, you will progress automatically through salary scale [----] by annual increments until you reach the maximum salary in the range. Your first increment will be payable on 1st April [Year] and thereafter on the 1st April each year until you reach the maximum of the scale. The Council may withhold an increment if it is considered that performance fell below the level expected, following an annual appraisal, or if it has insufficient budget or it may award an additional increment for exemplary performance if it chooses to do so.
- 9.2 One salary point will be added to your salary, up to a maximum of four points, for success in obtaining or already holding any of the following relevant qualifications:
- The Certificate in Local Council Administration
 - Certificate of Higher Education in Community Engagement and Governance - Level 1 or equivalent qualification previously awarded by the University of Gloucestershire
 - the Certificate of Higher Education in Community Engagement and Governance or equivalent qualification previously awarded by the University of Gloucestershire
 - the Diploma in Higher Education in Community Engagement and Governance or equivalent qualification previously awarded by the University of Gloucestershire
 - BA (Hons) Degree in Community Engagement and Governance or equivalent qualification previously awarded by the University of Gloucestershire.
- 9.3 Your salary will be paid to you by cheque or bank transfer to your bank or Building Society on 1st of each month.

10. EXPENSES

- 10.1 The Council shall reimburse you at NJC rates in force at the time for mileage incurred in the performance of Council business (“mileage expenses”) provided that mileage expenses have been approved by the Council.
- 10.2 The Council shall reimburse you for other expenses which may include overnight accommodation, meals and fares incurred in the performance of Council business (“other expenses”) provided that the other expenses have been receipted and authorised in advance by the Council.
- 10.3 Expenses may include any of the following, provided they have been agreed in advance:
 - 10.3.1 Purchase or use of office equipment
 - 10.3.2 Purchase of office consumables
 - 10.3.3 Connection, rental or use of telephone line and Internet/broadband
 - 10.3.4 A sum to take into account the use of space, lighting, heating and electricity due to working from your home.

11. APPRAISAL

- 11.1 You will receive an annual appraisal.

12. HOURS OF WORK

- 12.1 You are required up to an average of 25 hours per calendar month.

13. ADDITIONAL HOURS

- 13.1 If you work more than your normal working hours, then subject to the Council’s approval, you will be reimbursed at the appropriate NJC rate for these hours or you may take time off in lieu at a time to be agreed between you and the Council.

14. ANNUAL LEAVE

- 14.1 Subject to clause 2.2 of the contract, the calculation of your annual leave commences from the first day of your employment. You are entitled, in addition to the normal bank and public holidays, to 21 working days' leave in each leave year (pro rata for part time employees against a 37 hour week).
- 14.2 In addition to normal bank and public holidays, you will be entitled to two extra statutory days.
- 14.3 Your leave entitlement will increase to 25 working days per year (pro rata for part time employees against a 37 hour week) when you have five years' continuous service immediately prior to the commencement of the leave year.
- 14.4 If your employment commenced or terminates part way through the leave year, your leave entitlement will be calculated on a pro rata basis. Deductions from your final salary payment will be made for any leave taken in excess of your entitlement.
- 14.5 Annual leave must be taken at times agreed with the Council. You may carry forward up to 5 days' leave into the following leave year, subject to the approval of the Council. Annual Leave may be paid in lieu for part time working.

15. SICKNESS ABSENCE

- 15.1 If you are absent from work on account of sickness or injury, it is your responsibility to inform the Council of the reason for your absence as soon as possible, but no later than the end of the working day on which the absence first occurs.
- 15.2 You will be provided with a copy of the Council's sickness absence policy.
- 15.3 The Council shall have the right at any time to require you to submit to examination by an independent medical practitioner selected by the Council, to obtain a confidential report on your condition from such practitioner and to discuss with such practitioner the findings of his/her examination and his/her prognosis of your likely recovery and or fitness to resume work and any recommended treatment.

16. SICK PAY

- 16.1 Provided that you comply with the Council's sickness absence policy, you will receive sick pay when you are absent from work because of sickness, as follows:

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|--|--|
| during 1st year of service | • one month's full pay and (after completing 4 months' service) 2 months' half pay |
| during 2 nd year of service | • 2 months' full pay and 2 months' half pay |
| during 3 rd year of service | • 4 months' full pay and 4 months' half pay |
| during 4 th & 5 th - year of service | • 5 months' full pay and 5 months' half pay |
| after 5 years' service | • 6 months' full pay and 6 months' half pay |

17. MATERNITY /PATERNITY /ADOPTION LEAVE

- 18.1 Your entitlement to maternity/paternity/adoption leave is as set out in the relevant legislation.

18. INJURY OR ASSAULT

- 19.1 In the event of death or permanent disablement arising from a violent or criminal assault suffered in the course of employment then all insurance payments will be made in accordance with paragraph 7 of Part 3 of the Green Book.

19. PENSIONS

- 20.1 The Council is a member of the Local Government Pension Scheme, which operates a contributory pension scheme which you are entitled to join. You have been provided with details in the booklet provided. There is in force a contracting out certificate for the purposes of the Pensions Scheme Act 1993 stating that the employment is contracted-out employment.

20. NOTICE OF TERMINATION OF EMPLOYMENT

During probationary period

- 20.1 Either party may terminate the contract by giving one week's notice in writing.

After completion of probationary period

- 20.2 The length of notice which you are obliged to give to the Council to terminate your employment is one month in writing.

20.3 The length of notice which you are entitled to receive from the Council to terminate your employment is four weeks in writing until you have been continuously employed for four years and thereafter such notice entitlement increases by one week for each year of continuous service until you have completed twelve years of continuous employment after which time you will be entitled to twelve weeks' notice.

20.4 Within one week of the termination of your employment you are required to surrender to the Council all Council property including computers and other electronic devices and any documents and other materials, including copies that you have been holding on behalf of the Council. You shall irretrievably delete from all your personal electronic devices all property of the Council and shall produce evidence of such as the Council may require.

21. DISPUTE RESOLUTION

21.1 You have been provided with a copy of the Council's complaints procedures.

21.2 If you have a grievance arising from your employment, you should raise it with the Chairman of the Council. If you are dissatisfied with any disciplinary decision made against you, you may ask for the matter to be discussed at an in camera session of a full parish council meeting.

22. HEALTH AND SAFETY

22.1 You have a duty to ensure the health and safety of yourself and others. You must also co-operate with the Council so that it can comply with its health and safety obligations.

22.2 You will be given a copy of the Council's Health and Safety Policy.

23. EQUAL OPPORTUNITY POLICIES

23.1 You must comply with the Council's Equal Opportunity Policies. You will be given a copy of these Policies.

24. TRAINING AND DEVELOPMENT

24.1 The Council shall be responsible for the costs associated with any training and development that it considers necessary. This may include the cost of training and development courses or examinations, and payment of mileage expenses and other expenses in accordance with the Council's expenses policy. Where the Council considers it necessary, it shall give you reasonable paid time off for study.

25. INDEMNITY

25.1 The Council undertakes to indemnify you against any actions of commission or omission that are authorised by the Council.

Signed: **Dated:**

Name:

Signed for and on behalf of South Stoke Parish Council

Signed: **Dated:**

Name: