



BEAUDESERT & HENLEY IN ARDEN JOINT PARISH COUNCIL &

RAY EVANS

CONTRACT OF EMPLOYMENT

CLERK TO THE COUNCIL

1. Introduction

1.1

This statement sets out the particulars of your terms of employment with the Beaudesert & Henley in Arden Joint Parish Council, [The Council] which are required to be given to you by law in accordance with the Employments Rights Act 1996 [Amended 06.04.2020]. Though meeting legal requirements, this document should be read in conjunction with all other documents to which reference is made which together with any letter of offer of employment form your contract of employment.

1.2

Your employment commenced on [Date to be inserted], and your employment with [Other public employer] is recognised for continuous service from [date if applicable] thereafter.

1.3

The National Agreement on Pay & Conditions of Service of the National Joint Council [the 'NJC'] for Local Government Services [the 'Green Book'] applies to your employment save as amended and expressed differently by this contract.

1.4

For all new employee's confirmation of the appointment will be subject to satisfactory completion of a period of probationary service [normally 3 months]. During any such period of service you would be expected to establish your suitability for the post.

1.5

During the probation period the notice period required in writing by either side will be one week.

2. Previous Service

2.1

Your employment with any other public employer as set out in the NJC agreement will be considered as part of the of a continuous period of employment with the council for the purposes of employment. See paragraph 1.2 above.

3. Job Title

3.1

The title of the job for which you are employed is **Clerk to the Council**. The Council has employed you under the provisions of section 112 (1) and (2) of the Local Government Act 1972.

3.2

The Council from time to time may wish to amend your **job description** which is enclosed, and you may at any time be requested to undertake additional or other duties as necessary to meet the requirements of the Council.

4. Declaration of Other Employment

4.1

It is a condition of this Contract of Employment that you inform the Council of any alternative employment you undertake, in order to ensure that no tax or insurance liabilities will accrue to the Council and that the provisions of the Working Time Regulations are not compromised. The Council also reserves the right to require that any other employment that you undertake does not conflict with the role or standards required to be undertaken or met in the public office of the Clerk to the Council.

5. Place of Work

5.1

Your usual place of work is [insert address] with some work carried out in [insert address] as required.

6. Salary

6.1

Your salary is in accordance with the current NJC salary point [insert number] £00.00 per hour.

6.2

Subject to a satisfactory performance, you will progress automatically through the salary scale by annual increments until you reach the maximum of the scale. Your first increment will be payable on 1st April [enter year] and thereafter on the 1st of 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 review, or award an additional increment for exemplary performance if it chooses to do so.

6.3

In addition to one salary point will be added to your salary, up to a maximum of four points, for success in obtaining or already holding each of the following qualifications:-

- The Certificate in Local Council Administration and other relevant qualifications such as:-
- Certificate in Local Policy Studies First Year
- The Certificate in Local Policy Studies
- The Diploma in Local Policy Studies
- BA (Hons) Degree Local Policy Studies [De Montfort University]

7. Method of Payment

7.1

Your salary will be paid by bank transfer [or cheque] at monthly intervals to reach your bank or building society as cleared funds by the last working day of the month.

8. Expenses

8.1

Any travel, mileage, subsistence expenses incurred by you and approved by Council will be paid at the agreed NJC rate laid down at the time.

9. Working from Home Additional Clauses [If Applicable]

9.1

The Council will pay the allowable tax free allowance for working from home to cover all normal expenses [Currently up to £6.00 per week 2020]

9.2

If the Council requires that your office, for the purposes of the Council, is your own home, then it will carry out a Risk Assessment to check the accommodation to ensure that Health & Safety regulations are met. The Council undertakes to meet the cost of ensuring that these conditions are met.

9.3

The Council will reimburse all expenses incurred by you in the discharge of the duties that are approved by the Council.

9.4

The cost of stationery and consumables and computer consumables against invoices submitted to the Council will be reimbursed.

9.5

The Council will provide a separate telephone/fax line or reimburse all telephone call expenses incurred on a private line against an itemised account.

9.6

The Council will pay an agreed sum to take into account the use of the space, lighting, heating and electricity due to working from a private premises of the Clerk to the Council.

9.7

The Council will provide a dedicated computer or agreed sum on a quarterly basis to include depreciation for the use of a private computer belonging to the Clerk to the Council.

9.8

The Council will pay for all necessary software or upgrades required for the Clerk to the Council to fulfil the duties required by the Council.

9.9

The Council agrees to fully indemnify the Clerk to the Council for both Employers and Public Liability Insurance for working from their own premises and any additional premium required by the Clerk to their own insurance that may be charged as additional premium for working on the Council's behalf at home on providing evidence of the increase in premium.

9.10

You will make yourself available to members of the public and for work-related meetings or training during agreed hours at the designated address or alternatively at other accessible premises designated by the Council.

9.11

The Council reserves the right to rescind agreement to your working from home should organisational, technical or performance issues make continued working from home untenable. You will be consulted prior to any such decision being made.

10. Appraisal

10.1

You will receive an annual appraisal and performance review. Should there be any concern about your performance, other than matters of a disciplinary nature, the Council undertakes to work with you to ensure that necessary training, mentoring and support is provided to ensure that agreed standards of performance are reached in a reasonable time frame.

11. Hours of Work

11.1

Your hours of work are [insert number] per [insert period] to be worked flexibly to meet the needs of the role.

11.2

All employees have a statutory right to request flexible working, you must apply in writing for flexible working time conditions.. The Council reserves the right to refuse this application on reasonable objective business grounds. If so, the Council must provide you with reasons in writing.

12. Additional Hours

12.1

If you are required to work more than your normal working hours servicing the Council and its committees or external events, you will be reimbursed at the normal NJC rate for these hours or you may take time off in lieu at a time agreed between you and the Council.

12.2

Additional hours worked over and above the normal working month of [repeat hours] servicing the Council and its committees or external events, will be reimbursed as paid overtime or time off in lieu at a time agreed between you and the Council.

12.3

Exceptional additional hours required to be worked must be approved by the Council and will conform with the provisions of the Working Time Regulations.

13. Annual Leave

13.1

The calculation of your annual leave commences from the first day of your employment. You are entitled to the normal eight bank and public holidays, to twenty two [or current] working days' leave in each leave year [pro-rata for part time employees]. The year leave year runs for the 1st of April to the 31st of March.

13.2

Your leave entitlement will increase to twenty-five [or current] working days per year [pro-rata for part time employees] when you have completed not less than five years of continuous service immediately prior to the commencement of the leave year.

13.3

In addition to normal bank and public holidays, you will be entitled to two extra statutory days [the timing of these extra-statutory holidays will be by mutual arrangement and must be taken at times convenient to the Council].

13.4

If you join the Council from another authority or other qualifying public body, your previous service will be taken into account in calculating your holiday entitlement.

13.5

If your employment commences or terminates part way through the leave year, your holidays during that year will be assessed on a pro-rata basis on completed months of service. Deductions from final salary due to you on termination of employment will be made in respect of any leave taken in excess of entitlement.

13.6

Holidays must be taken at times agreed with the Council. By mutual agreement no more than five days leave, except in exceptional circumstances, may be carried forward to the next leave year if you are in receipt of 25 or more days holiday entitlement. You may be able to carry forward any annual leave entitlement not taken within the leave year as a result of exceptional circumstances, subject to any statutory restrictions under the UK provisions of the Working Time Regulations.

13.7

In the event that you fall sick during the period of your annual leave you will be regarded as being on sick leave from the date of yourself or medical certificate and further annual leave will be suspended from that date unless you notify the Council otherwise.

13.8

Though not included in this statement, you will, following the probation period, be offered other benefits as listed in the Council's benefit policy which is available from the Council.

14. Sickness Absence

14.1

If you are absent from work on account of sickness or injury, you or someone on your behalf should notify the Council of the reason of your absence within two hours of the commencement of your expected start time or as soon as possible, but no later than the end of the working day on which you the absence first occurs.

14.2

In respect of absence lasting up to seven calendar days, you are required to inform the Chair of the Council and self-certify your absence.

14.3

In respect of absence relating to illness lasting more than seven calendar days, you must provide a Certificate of Fitness for Work the reason for the absence and thereafter provide a consecutive medical certificate to cover any subsequent period of absence.

14.4

You will be paid your agreed basic remuneration in line with the sickness entitlement at the time of your absence less any sickness taken in the immediate twelve-month period before your first day of absence. The Council will be responsible for reclaiming the Statutory Sick Pay element from HM Revenue & Customs. Entitlement to payment is subject to notification of absence and production of a Certificate of Fitness to Work as required above.

14.5

The Council operates the Statutory Sick Pay scheme, and you are required to co-operate in the maintenance of necessary records. For the purposes of calculating your entitlement to Statutory Sick Pay 'qualifying days' are those days on which you are normally required to work. Payments made to you by the Council under its sick pay provisions in satisfaction of any other contractual entitlement will go towards discharging the Council's liability to make payment to you under the Statutory Sick Pay scheme.

14.6

The Council reserves the right to ask you at any time to submit to a medical examination by a medical practitioner nominated by the Council, subject to the provisions of the Access to Medical Reports Act 1988 where applicable. Any costs associated with the examination will be met by the Council.

14.7

Whilst on absence due to sickness or incapacity you are not permitted to undertake any paid work for another employer or for any other business established by you without express permission from the Council.

15. Sick Pay – Scale of Payment

15.1

Subject to the above conditions of this scheme, when absent from duty owing to illness {which term is deemed to include injury or other incapability or disability} you will be entitled to receive an allowance in accordance with the following scale:-

- During the first year of service one month's full pay and [after completing four month's service] two months half pay.
- During second year of service, four months full pay and four months half pay
- During fourth and fifth year of service, five months full pay and five months half pay
- After five years' service, six months full pay and six months half pay

N.B. For the purposes of calculating 'half' pay, the rate of pay for the agreed salary month will be used.

16. Family Friendly and Other Statutory Rights

16.1

The Council will allow reasonable time off and other associated rights to comply with any statutory entitlements in respect of, for example, dependent care, family emergencies, maternity leave, paternity leave, parental leave, adoption leave, public or jury service subject, where required, to the employee satisfying any service and/or notification requirements. Notification and/or applications in accordance with the statutory obligations for such leave must be made to the Chair of the Council.

16.2

You must declare on appointment or subsequently if you are or intend to become a member of the Reserve Forces and the Council will then discuss the implications with you.

17. Injury or Assault

17.1

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 the NJC 'Green Book' of terms and conditions of service.

18. Pensions

18.1

Pensions: The Council is required to offer a pension in accordance with the Pensions Act 2008. All eligible workers [aged 22 or over and earning £10,000.00 or over] will be enrolled in a qualifying scheme. This may be the local government pension scheme, or NEST or an alternative scheme.

18.2

Death in Service: In the event of your death in service any gratuity payments will be paid to your next of kin. Any pension benefits will be paid to your nominated beneficiary, spouse or children in accordance with the provisions of the Pension Scheme.

19. Notice of Termination of Employment

19.1

After completion of probationary period the length of notice which you are obliged to give to the Council to terminate your employment is one month in writing.

19.2

The length of notice which you are entitled to receive from the Council is:-

Period of Continuous Service	Notice Period
During probation	One week
After probation up to five years	Four weeks
Five years or more	One week per year of service to a maximum of twelve weeks.

19.3

Upon receipt of your written termination of your employment or by the termination date from the Council you are required to surrender to the Council any documents or materials that you have been holding on behalf of the Council.

20. Data Protection and Confidentiality

20.1

You are required to maintain an appropriate standard of confidentiality during the course of your employment in your dealings with the Council. Any disclosures of confidential information [including company, business organisations or personal information about councillors not in the public media, kept on paper records on computers or any other form] made unlawfully outside the proper course of duty will be treated as a serious disciplinary offence. Should you breach this clause after your employment has ended, the organisation may take legal action against you.

21. Grievance and Discipline – Dispute Resolution

21.1

Conciliation and Mediation: Before resorting to formal procedures from the employee or from the Council it is the policy of the Council that discussions between both parties should be entered into with the express purpose of resolving the matter through a process of mediation seeking conciliation. Where necessary the Council will seek the services of an external expert to forward this process to reach a conclusion satisfactory to both parties in the dispute.

21.2.1

Redress of Grievance: You must apply in writing to the Chair of the Council in line with the Councils' Grievance Policy and Procedure, for redress of any grievance relating to your employment. The

Chair shall report your grievance to a Grievance Panel meeting of the Council, held in the absence of the public and press. You will have an opportunity to set out your grievance. The grievance will then be considered, and a decision reached by the Panel.

21.2.2 Should you be dissatisfied with the Panel's decision you have the right to make an appeal to the Appeals Panel of the Council.

21.2.3 You have the right to have a companion, which may be a work colleague or trade union representative only, at any grievance hearing or appeal.

21.2.4 A copy of the Grievance Policy is available from the Council.

22. Disciplinary Rules

22.1

Before any disciplinary action is taken by the Council, a notice in writing giving details of the allegations/concerns signed by the Chair and authorised by the full Council in accordance with their delegated responsibilities, shall, be given to you. You [together with a companion if you wish may be a work colleague or trade union representative] will have a full opportunity to answer the allegation/complaint at a meeting of the Council's Disciplinary Panel, held in the absence of the public and press. Should you be dissatisfied with the Panel's decision you have the right to make an appeal to the Appeals Panel of the Council.

22.2

A copy of the Disciplinary Policy and all other policies of the Council are available from the Council.

23. Health and Safety Regulations, Other Legislation & Council Policies

23.1

You are expected to familiarise yourself with all the relevant regulations, legislation and policies applying to or made by the Council and ensure that you comply with and ensure that others comply with these as required.

24. Equal Opportunity Policies

24.1

The Council fully supports a policy of equal opportunities, you will be provided with a copy of this policy.

25. Training and Development

25.1

It is essential that the Officers and employees of the Council maintain up to date knowledge of their function and duties. To this end the Council will expect and support your necessary agreed training and development and meet all course and examination expense and any travel and subsistence incurred on the scale set down as paid working hours. In addition, reasonable agreed time for study in paid working hours will be given.

26. Indemnity

26.1

The Council undertakes to indemnify its officers against any actions of commission.

.....
[Signed on behalf of the Council]

.....
[Date]

I acknowledge receipt of this statement and agree, that for the purpose of the Working Time Regulations, any applicable entitlements and provisions constitute a relevant agreement.

.....
[Employee's signature]

.....
[Date]

For JPC Approval