

Exelby, Leeming and Londonderry  
*Parish Council*



# **CONTRACT OF EMPLOYMENT STATEMENT**

Signed:

Adopted Date:

Review Date:

This contract of employment (“the contract”) contains the main terms and conditions of your employment with Exelby Leeming and Londonderry parish Council (“the council”). It includes all the written particulars required by the Employment Rights Act 1996.

**THE EMPLOYER:** .....

**THE EMPLOYEE:** .....

**DATE OF ISSUE:** .....

**1 COMMENCEMENT DATE**

Your employment with the council began on..... (“the commencement date”).

**2. CONDITIONS OF SERVICE**

The terms 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.

**3. CONTINUOUS SERVICE**

3.1 Subject to 3.2 below, no period of employment before the commencement date counts as part of your period of continuous service.

3.2 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.

**4. PROBATIONARY PERIOD**

Your appointment is subject to satisfactory completion of a probationary period of ..... weeks

**5. JOB TITLE**

You are employed as ..... (*for example, Clerk and Responsible Financial Officer*)

**6. JOB DUTIES**

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

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.

## 6. PLACE OF WORK

### Working from the Council's premises

Your usual place of work is .....although you may be asked to work at other locations as necessary.

**OR**

### Working from home:

Your usual places of work are:

Home address

Address of the venue for the Council's meetings

Address of the venue for meeting the public.

## 7. SALARY

7.1 Your salary is £ [X] per hour being the current salary point [ X] of the National Joint Council Salary Scales.

(This should be followed by)

You have been appointed to a single salary point and the Council will review your salary annually on the anniversary of your appointment.

**OR**

7.2 Subject to satisfactory performance, you will progress automatically through the range [ ] in salary scale [X] by annual increments until you reach the maximum salary in the range. Your first increment will be payable on 1st April [ X ] (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, or award an additional increment for exemplary performance if it chooses to do so.

7.3 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
- The Certificate of Higher Education in Community Engagement and Governance - Level 1 or equivalent qualification previously awarded by the University of Gloucestershire or current equivalent qualification with the De Montfort University (DMU).
- the Certificate of Higher Education in Community Engagement and Governance or equivalent qualification previously awarded by the University of Gloucestershire or current equivalent qualification with DMU.
- the Diploma in Higher Education in Community Engagement and Governance or equivalent qualification previously awarded by the University of Gloucestershire or current equivalent qualification with DMU.
- BA ( ) Degree in Community Engagement and Governance or equivalent qualification previously awarded by the University of Gloucestershire or current equivalent qualification with DMU.

## 8. EXPENSES

The Council shall reimburse you at such rates as it will determine from time to time for mileage incurred in the performance of Council business, provided that mileage expenses have been approved by the Council.

The Council shall reimburse you for other expenses which may include overnight accommodation, meals and fares incurred in the performance of Council business, provided they have been receipted and approved by the Council.

You will be provided with a copy of the Council's expenses policy.

You will be paid a "working from home" allowance of £XX.

## 9. APPRAISAL

You will receive an annual appraisal.

## 10. HOURS OF WORK

You hours of work will be [ X ] hours per week from [ X ] to [ X ] on the following days.

**OR**

You are employed for [ X ] per week/month (*define as appropriate*) and your actual hours of work will be flexible to suit the demands of your post.

## 11. ADDITIONAL HOURS

If you are authorised to work more than your normal working hours you will be reimbursed at your normal hourly rate for these additional hours of work or you may take time off in lieu, at a time to be agreed between you and the Council.

No additional hours must be worked without prior authorisation of the council.

## 12. ANNUAL LEAVE

You are entitled to statutory annual leave

Under NJC terms and conditions, 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 22 working days' leave in each leave year (pro rata for part time employees). The annual leave of part time workers will be a pro rata calculation of their working hours.

In addition to normal bank and public holidays, you will be entitled to two extra statutory days.

Your leave entitlement will increase to 25 working days per year (pro rata for part time employees) when you have five years' continuous service immediately prior to the commencement of the leave year.

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 more than your entitlement.

Annual leave must be taken at times agreed with the Council. You may only carry over leave into the following leave year where that has been approved by council.

You will be provided with a copy of the council's leave policy.

### **13. SICKNESS ABSENCE**

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.

A self-certification form must be provided for any period of sickness absence up to seven (7) days. If the period of sickness absence extends beyond seven (7) days, you must provide a medical certificate.

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.

### **14. SICK PAY**

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:

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

### **15. MATERNITY /PATERNITY /ADOPTION LEAVE**

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

### **16. INJURY OR ASSAULT**

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 council's responsibilities.

## **17. PENSIONS**

The Council will offer a pension scheme.

**OR**

This post does not qualify for auto-enrolment in a pension scheme, but you may have a right to make contributions to a scheme if you so wish.

## **18. NOTICE OF TERMINATION OF EMPLOYMENT**

### **During probationary period**

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

### **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.

The length of notice which you are entitled to receive from the Council to terminate your employment is one month 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.

No later than your last day of 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.

## **19. DISPUTE RESOLUTION**

You have been provided with a copy of the Council's grievance and disciplinary procedures.

If you have a grievance arising from your employment, you should raise it with the person specified in the policy.

If you are dissatisfied with any disciplinary decision made against you, you have a right of appeal under the council's disciplinary procedures.

## **20. HEALTH AND SAFETY**

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.

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

## **21. EQUAL OPPORTUNITY POLICIES**

You must comply with equality legislation as it applies at any point in time and the Council's Equal Opportunity Policy. You will be given a copy of this policy.

## 22. TRAINING AND DEVELOPMENT

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.

## 23. INDEMNITY AND INSURANCE

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

If your workplace is your home, the council requires that:

23.2 You shall notify your insurers that your home is your main place of work.

23.3 You shall provide the Council with evidence that you have the correct insurance cover.

The Council shall pay for any additional insurance premiums arising from the arrangements for working at home set out in this clause.

## 24. DATA PROTECTION

You have been provided with a copy of the Council's Privacy Notice for employees, role holders and volunteers.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

On behalf of the Council:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_