

# **MODEL CONTRACT OF EMPLOYMENT AND JOB DESCRIPTION**

**AGREED BETWEEN  
THE NATIONAL ASSOCIATION OF LOCAL COUNCILS AND  
THE SOCIETY OF LOCAL COUNCIL CLERKS**

**THORNTON LE DALE PARISH COUNCIL**

**CONTRACT OF EMPLOYMENT and JOB DESCRIPTION**

**PARISH CLERK**

## **1. Introduction**

**1.1** This statement sets out particulars of your terms and conditions of employment with Thornton Le Dale Parish Council, which are required to be given to me by law.

Your employment commenced on 1<sup>st</sup> October 2012.

**1.2** The Scheme of Conditions of Service of the National Joint Council for Local Government Services (the 'Green Book') applies to your employment as amended by this contract.

**1.3** For all new employees confirmation of the appointment will be subject to satisfactory completion of a period of probationary service of not less than 13 weeks. During any such period of service you would be expected to establish your suitability for the post.

## **2. Previous Service**

Your employment with any other public employer as set out in the NJC agreement will be considered as part of a continuous period of employment with the Council for the purposes of your contract of employment.

## **3. Job Title**

The title of the job for which you are employed is Clerk to the Thornton Le Dale Parish Council under the provisions of the LGA 1972 s. 112 (1). The duties of the post are set out in the job description attached to this contract.

The Council may from time to time wish to amend your job description 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**

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. 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**

Your usual place of work is: 18 Filey Road, Flixton, North Yorkshire YO11 3UF for the Service & Receipt of letters and documents

**6 Salary**

- 6.1** Your salary is in accordance with the current NJC salary point 22 and (if part-time) is calculated by pro-rata reference to the standard working week for local government staff of 37 hours.

**THEN EITHER**

- 6.2** Subject to satisfactory performance, you will progress automatically through the salary scale by annual increments until you reach the maximum of the scale (28). Your first increment will be payable on 1<sup>st</sup> April 2013 and thereafter on the 1<sup>st</sup> of each calendar month 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 review, or award an additional increment for exemplary performance if it chooses to do so. (See Appraisal/Career Development Review 11 below).

**OR**

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

- 7.** In addition one additional 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 relevant qualifications:

- Certificate in Local Council Administration and other relevant qualifications such as:
- Certificate in Local Policy Studies First Year
- Certificate in Local Policy Studies
- Diploma in Local Policy Studies
- BA(Hons) Degree Local Policy Studies

(University of Gloucestershire).

- 8.** Your salary will be paid by cheque or bank transfer at monthly intervals to reach your bank or Building Society as cleared funds by the last working day of the month.

**9. Expenses**

- 9.1** Any travel, mileage, subsistence expenses incurred by the Clerk to the Council and approved by the Council will be paid at the agreed NJC rate laid down at the time.

**10. Clerks Working From Home - Additional Clauses**

- 10.1.1** 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 and Safety regulations are met, eg. that there is appropriate fireproof storage for documents. The Council undertakes to meet the cost of ensuring that these conditions are met.
- 10.1.2** The Council will reimburse all expenses incurred by you in the discharge of the duties of the Office of The Clerk to the Council that are approved by the Council.
- 10.2** The cost of all stationery and consumables and computer consumables against vouchers/invoices submitted to the Council will be reimbursed.
- 10.2.1** The Council will provide a separate telephone/fax line or reimburse all telephone/fax call expenses incurred on a private line against an itemised account.
- 10.2.2** The Council will pay an agreed sum to take into account the use of space, lighting, heating and electricity due to working from the private premises of the Clerk to the Council.
- 10.2.3** The Council will provide a dedicated computer or pay an agreed sum on a quarterly basis to include depreciation for the use of a private computer belonging to the Clerk to the Council.
- 10.2.4** The Council will pay for all necessary computer software or upgrades required for the Clerk to the Council to fulfil the duties required by the Council.
- 10.3** The Council agrees to fully indemnify the Clerk to the Council for both Employers and Public Liability Insurance for working from their own premises or any additional premium required by the Clerk to the Council's own insurance.
- 10.4** You will make yourself available to members of the public during agreed hours at the designated address or alternatively at other accessible premises designated by the council.

## **11. Appraisal**

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

## **12. Hours of Work**

- 12.1** Your hours of work are a minimum of 15 hours per week.
- 12.2** In accordance with the Flexible Time Working Regulations (Employment Act 2002) you may apply, in writing, for flexible working time conditions on the grounds that you have a child of an age that meets the provisions of the act. The Council retains the right to refuse this application on reasonable objective business grounds. If so, the Council must provide you with reasons in writing.

## **13. Additional Hours**

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.

Additional hours worked over and above the normal full-time working week of 37 hours servicing the Council and its committees or external events, you will be reimbursed as Paid Overtime at the normal rates .

Exceptional additional hours required to be worked must be approved by the Council.

## **14 Annual Leave**

- 14.1** 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 twenty working days' leave in each leave year (pro rata for part time employees) . The leave year runs from 1st April to 31st March.
- 14.2** Your leave entitlement will increase to twenty-five 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.
- 14.3** In addition to general national 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).
- 14.4** 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.
- 14.5** If your employment commenced or terminates part way through the leave year, your holidays during that year will be assessed on a pro rata basis. Deductions from final salary due to you on termination of employment will be made in respect of any leave taken in excess of entitlement.
- 14.5** Holidays must be taken at times agreed with the Council. By mutual agreement no more than five days leave may be carried forward to the next leave year.
- 14.6** In the event of the Clerk failing sick during the period of her/his annual leave, she/he will be regarded as being on sick leave from the date of her/his medical certificate and further annual leave will be suspended from that date.

## **15. Sickness Absence**

- 15.1** If you are absent from work on account of sickness or injury, you or someone on your behalf should 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** In respect of absence lasting up to seven calendar days, you are required to inform the Chairman or Vice-Chairman and self-certificate your absence.
- 15.3** In respect of absence relating to illness lasting more than seven calendar days, you must provide a medical certificate stating the reason for the absence and thereafter provide a consecutive certificate to cover any subsequent period of absence.
- 15.4** You will be paid your agreed basic remuneration for 28-weeks in any one sick pay year that runs from 1st April to 31st March. The Council will be responsible for reclaiming the Statutory Sick Pay element from the Inland Revenue.

Entitlement to payment is subject to notification of absence and production of medical certificates as required above.

**15.5** The Council operates the Statutory Sick Pay scheme and you are required to cooperate 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.

**15.6** The Council reserves the right to require you to be examined by an independent Medical Examiner of the Councils choosing in the event of prolonged illness in excess of three months

## **16 Scale of Payment**

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

during 1st - year of service	one months full pay and ( after completing 4 months service) 2 months half pay
during 2nd - year of service	2 months full pay and 2 months half pay.
during 3rd - year of service	4 months full pay and 4 months half pay.
during 4th & 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.

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

## **17. Maternity/Paternity/Ad option Leave**

**17.1** Under the provisions of the Employment Act 2002 you will be entitled to apply for Maternity/Paternity/Adoption leave.

## **18 Injury or Assault**

In the event of injury or assault at work, or on Official Duty, leading to incapacity or death, insurance payments will be made to the nominated next-of-kin.

### **Delete whatever does not apply:**

Either

## **19.1 Pension**

The Council is a member of the Local Government Pension Scheme, which operates a contributory pension scheme which you are entitled to join. Details of which are contained in the separate booklet provided. Delete if necessary

Or

## **19.2 Gratuity**

The council may make appropriate provision for the payment of a gratuity in accordance with the Regulations in force at the relevant time.

## **19.3 Death in Service**

In the event of your death in service any salary, pension or gratuities due to you will be paid to your nominated next-of-kin.

## **20. Notice of Termination of Employment**

**20.1.1** The length of notice which you are obliged to give to the Council to terminate your employment is one month during the first four years of your employment and thereafter the notice you will expected to give will be that to which is required by law. (*SPECIFY*)

**20.1.2** The length of notice which you are entitled to receive from the Council to terminate your employment is four weeks until you have been continuously employed for four years and thereafter 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.

**20.1.3** Upon or within one month of termination of your employment you are required to surrender to the Council any documents or materials that you have been holding on behalf of the Council.

## **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 medication 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 Redress of Grievance**

You must apply in writing to the Chairman of the Council for redress of any grievance relating to your employment and/or any disciplinary decision applied to you. The Chairman shall report your application to a Grievance Panel meeting of the Council, held in the absence of the public and the press. You will have an opportunity to set out your grievance. The grievance will then be considered and a decision reached by the Panel.

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

Under the provisions of the 1999 Employment Relations Act s.10 you have the right to have a representative of your choice present at any Grievance or Disciplinary hearing.

### **21.3 Disciplinary Rules**

Before any disciplinary action is taken by the Council, a notice in writing giving details of the matter, signed by the Chairman and authorised by the Council, shall be given to you. You (together with an adviser if you wish) will have a full opportunity to answer the complaint at a meeting of the Council's Disciplinary Panel held in the absence of the public and the 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.

A copy of the Discipline and Grievance Policy and all other policies of the Council are contained in the documentation given to you.

### **22. Health and Safety Regulations, Other Legislation & Council Policies**

**22.1** You are expected to familiarise yourself with all relevant Regulations, Legislation and Policies applying to or made by the Council and ensure that you comply with and ensure others comply with these as required.

### **23. Training and Development**

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 expenses 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.

### **24. Indemnity**

**24.1** The Council undertakes to indemnify its officers against any actions of commission or omission that are made in good faith on behalf of the Council.

## **JOB SPECIFICATION**

The Clerk to the Council shall

- Attend all formal meetings of the Council and the Parish Meeting for Thornton Le Dale Parish and prepare the Minutes thereof.
- Dispatch promptly all notices, letters and other documents as the business of the Council shall require;
- Attend all such meetings and conferences as may be necessary for the proper discharge of the duties of the clerk or as the Council shall reasonably require;
- Keep safely and conveniently in secure but accessible custody all deeds, plans, records, letters, writings and other documents of or concerning the Council or its staff.
- To prepare such statements as are needed to help the Council prepare their annual Precept and Model Agreement requirements and prepare an Annual Balance of the Council's accounts, and submit these for audit.

- To seek such appropriate advice as is considered necessary by yourself in the daily dealings of the Council, or as directed by the Members, on any matter where such advice is considered necessary or advisable.
- To prepare schedules of tender for work required by the Council, and to *seek at least three* separate tenders for each works in accordance with legislation.

If any statute, regulation or order confers any functions, or imposes any duties, upon a Proper Officer of the Council, the Clerk to the Council shall be the Proper Officer for these purposes.

Signed.....Dated.....7<sup>th</sup> May 2013.....  
**Peter Mills** **Chairman of Thornton Le Dale Parish Council**

Signed.....Dated.....7<sup>th</sup> May 2013.....  
**Michael W Boden** **Clerk of Thornton Le Dale Parish Council**