DRAFT REVISED Contract of Employment for the
Parish Clerk, Responsible Financial Officer and Burials Clerk

Revised text is shown in blue font.

1. Introduction
1.1. This statement sets out particulars of your terms and conditions of employment with Dartmoor Forest Parish Council, which are required to be given to you by law.
1.2. Your employment commenced on XX XXXX 2016.
1.3. 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.
1.4. Your appointment will be subject to satisfactory completion of a probationary period of 13 weeks.

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 a continuous period of employment with the Council for the purposes of your contract of employment.

3. Job Title
3.1. The title of the job for which you are employed is “Parish Clerk” (including that of “Proper Officer”, “Responsible Financial Officer” and “Burial Clerk”). The Council has employed you under the provisions of section 112 (1) and (2) of the Local Government Act 1972. The duties of the post are set out in the job description attached to this contract.
3.2. 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
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. 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 places of work are: at your home, namely XXXX XXXX XXXXX XXXXX; or such venues as are chosen within the Parish for Council meetings and for meeting members of the public.

6. Salary
6.1. Your salary on appointment is in accordance with the current NJC salary point scale 22 (£10.527 per hour calculated by pro-rata reference to the standard working week for local government staff of 37 hours).
6.2. Your salary will be uplifted from time to time within your salary point scale by such amounts agreed by the NJC and published by the National Association of Local Councils and the Society for Local Council Clerks.
6.3. Subject to satisfactory performance and a majority vote in favour by the Council your salary may be increased by one point on the NJC salary point scale per annum subject to a maximum salary point scale 25 (£11.545 per hour).

6.4. Your salary will be automatically increased by one point on the NJC salary point scale (subject to a maximum salary point scale 25) if you attain the Certificate in Local Council Administration or a higher relevant qualification while working for the Council.

6.5. Your salary will be paid in arrears by cheque signed at the Parish Council meeting.

7. Expenses

7.1. The Council does not routinely pay travel, mileage or subsistence expenses to employees, councillors or volunteers. If you envisage the need to claim such expenses, prior approval must be given by majority vote of the Council. If approved, these will be paid at the agreed NJC rate laid down at the time, and are subject to the presentation of vouchers/invoices to support your claim.

8. Working From Home

8.1. You will work from home, which will become the designated address of the Council for all correspondence.

8.2. You must notify your insurers that your home is your main place of work for this job, and you must provide evidence to the Council that this notification has been carried out.

8.3. The Council will provide a laptop, printer and scanner for use for Council business only. All other items of home office equipment including a telephone land-line must be provided by you. The Council will pay a home office allowance of £30 per year, payable on completion of each 12 month period of employment.

8.4. The cost of all necessary stationery and consumables will be reimbursed by the Council on submission of vouchers/invoices.

8.5. You will make yourself available to members of the public during agreed hours at the designated address, or at other accessible premises agreed by the Council.

9. Appraisal

9.1. You will receive an annual Appraisal. 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.

10. Hours of Work

10.1. Your minimum working hours are 25 hours per month. From time to time the Council may task you to undertake actions, attend meetings or become involved in projects in which case the Council will pay up to an additional 10 hours per month. Any time worked beyond 35 hours per month will be deemed to be unpaid voluntary work.

11. Additional Hours

11.1. The Council must approve the working of exceptional additional hours.

12. Annual Leave

12.1. Your annual leave is calculated in accordance with the ‘Green Book’ Section 7.

12.2. Annual leave may be taken without recourse to the Council, unless the leave period will reduce the
hours worked in any calendar month to the extent that normal service levels cannot be maintained. In such cases, permission must be sought from the Council

13. **Sickness Absence**

13.1. The arrangements for sick absence are in accordance with the ‘Green Book’ Section 10.

13.2. 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.

13.3. 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 scale detailed in the National Agreement on Pay and Conditions of Service of the National Joint Council (“the NJC”) for Local Government Services (the ‘Green Book’).

14. **Maternity/Paternity/Adoption Leave**

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

15. **Injury or Assault**

15.1. 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 Terms and Conditions.

16. **Pensions and Gratuities**

16.1. The Council does not provide a pension scheme under the Pensions Act 2008 as all its employees are classed as Type 2 (earning under £10,000pa).

16.2. You have the option to join a pension scheme if you wish. If so, you must put in a minimum of 1% (2017) of your earnings each payment period (increasing to 3% in 2018 and 5% in 2019). The Council is not obliged to contribute to the scheme and will not do so.

17. **Notice of Termination of Employment**

17.1. Either party may terminate the contract of employment during the 13 week probationary period by giving 1 week’s notice in writing.

17.2. After completion of probationary period you may terminate your contract of employment with the Council by giving one month’s notice in writing.

17.3. 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 week’s notice.

17.4. Upon or within one week of written termination of your employment (whether that be during or after any probationary period) you are required to surrender to the Council any documents or materials that you have been holding on behalf of the Council. You are required to delete all Council property held on any electronic medium or system, and to produce evidence of having done so as the Council may require.
18. **Grievance and Disciplinary Dispute Resolution**

18.1. **Mediation and Conciliation.** 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.

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

18.3. 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.

18.4. **Disciplinary Rules.** Before any disciplinary action is taken by the Council, a notice in writing giving details of the matter, signed by the Chair and authorised by the Council will 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 held in the absence of the public and the press. The matter will then be considered and a decision reached by the Council.

18.5. **Appeals.** As the Council is a small authority it does not have the resources to hear appeals against its decisions as this would require a committee of Councillors who have not previously heard the complaint or evidence. Consequently, no appeals process is offered. Should you be dissatisfied with the Council’s decision, depending on circumstances, you may be able to refer the matter to: an employment tribunal; the Monitoring Officer at West Devon Borough Council; or the Civil Courts.

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

19.1. 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.

20. **Training and Development**

20.1. 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 fees.

21. **Indemnity.**

21.1. 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.

Signed: .......................................................... Signed: ..........................................................
Name: .......................................................... Name: ..........................................................
Dated: .......................................................... Dated: ..........................................................
Co-Chair of the Council Parish Clerk