

Threapwood Parish Council

CONTRACT OF EMPLOYMENT AND STATEMENT OF PARTICULARS OF EMPLOYMENT

This statement is required to be served on you under the Employment Protection (Consolidation) Act 1978, as amended by the Trade Union Reform & Employment Rights Act 1993 and the Employment Rights Act 1996.

Name of Employer: Theapwood Parish Council

Name of Employee: Richard Salmon

Date on which Particulars given: 20/01/2016

Date of Commencement of Employment: 20/01/2016

Continuous Local Authority Service dates from:

Commencing Salary: £127.20 per calendar month

1. JOB TITLE

You are employed in the service of this Council and your appointment is to the post of (Clerk of the Council and Responsible Financial Office)

2. PLACE OF WORK

Your usual place of work will be *(your home address)*

3. SALARY

Your salary grade is in accordance with *Spinal Column Point 28 £12.72 for 10 hours per calendar month.*

Subject to satisfactory service, you will progress through the salary scale by annual increments until you reach the maximum of the scale. 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.

You are paid bimonthly by *cheque* on the *meeting day* of each month.

4. DUTIES

The duties of your post are set out in the job description attached which forms part of this contract. The job description may from time to time be amended by agreement between the Council and you to take account of changing legal requirements and the requirements of the Council.

Where any such changes result in a significant increase in your duties and responsibilities you will be entitled to ask the Council to review the salary grade of your post taking into account, where appropriate, advice from any local authority employer or employee body, organisation or trade union.

5. PROBATIONARY PERIOD

Confirmation of your appointment will be subject to satisfactory completion of a period of probationary service of six months. During such probationary service you are expected to establish suitability for the post.

6. TERMS AND CONDITIONS OF EMPLOYMENT

Your terms and conditions of employment, except where specifically modified in this contract, are as set out in the National Agreement of the National Joint Council for Local Government Services which are contained

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in the Green Book, a copy of which (*will be made available to you upon your appointment*) or (*may be inspected by you upon request to the Chairman/Mayor of the Council*).

7. HOURS OF WORK

Your normal hours of work are *3 per week*. Attendance at council meetings *is included in the calculation of your normal hours of work*.

8. OFFICE ACCOMMODATION

Where your place of work and the offices of the Council are deemed to be your private residence you will make all necessary provision for carrying out your duties therein and the Council will reimburse, no less frequently than quarterly, the proper expenses incurred by you in complying with this clause.

9. CONTINUOUS AND PREVIOUS SERVICE

Your period of continuous service for statutory rights dates from the above date of commencement of employment with this Council.

If you have previous continuous service with an organisation covered by the Redundancy Payments Modification Orders (1984) (Local Government) (which covers local authorities and related bodies) this will be included in calculating your entitlement to:

- a redundancy payment
- sickness allowance
- annual leave
- notice period (at half rate)

With the exception of redundancy entitlement, the above will also apply if, prior to joining the Council, you were made redundant from an organisation covered by the above Orders within the last two years, or if you left such an organisation for maternity reasons within the last 8 years and have not been in permanent full-time paid employment since. The 8 year limit does not apply in the later circumstances for the calculation of annual leave entitlement.

10. RECOGNITION OF EXAMINATION SUCCESS

Whilst you are employed by the Council should you successfully pass the Certificate of Higher Education, Diploma of Higher Education and Bachelor of Arts (Hons) in Local Policy your salary will be increased by one increment (SCP) on the scale in respect of each level of Course as follows:

Certificate of Higher Education	1st Year
Certificate of Higher Education	Completion of Level 1
Diploma of Higher Education	Completion of Level 2
Bachelor of Arts (Hons)	Completion of Level 3

Sympathetic consideration should also be given to increasing the Clerk's salary on the same basis in recognition of the possession of the relevant qualifications of an equivalent standard to those set out above.

Such salary progression will not affect, and be additional to, the payment of annual increments to the maximum of your salary scale.

11. SICKNESS ALLOWANCE

Your entitlement to sickness allowance is:

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Service not Exceeding	Full Pay	Half Pay
4 months	1 month	Nil
1 year	1 month	2 months
2 years	2 months	2 months
3 years	4 months	4 months
4 - 5 years	5 months	5 months
Remainder	6 months	6 months

12. LEAVE ENTITLEMENT

Your current leave entitlement is 20 days per annum increasing to 25 days per annum after five years continuous service, plus two extra statutory days and public holidays.

The leave year is from the anniversary of your commencement date and you will normally be expected to take your leave in the year in which it occurs. During your first year and last year of service you will be entitled to annual leave proportionate to the number of completed months of service. Part months service does not accrue leave entitlement.

13. PERIODS OF NOTICE

The minimum periods of notice you are entitled to receive **from** the Council are:-

Four weeks or more, but less than two years continuous service	1 week
Two years or more, but less than 12 years continuous service	1 week for each year of continuous employment
12 years or more continuous service	not less than 12 weeks notice

The minimum period of notice you are required to **give to** the Council to end your employment is (1, 2 or 3) months.

14. PENSION

Although it is no longer compulsory to do so, you are entitled to become a "pensionable employee" by joining the Local Government Pension Scheme. This scheme is a contracted out scheme under the Social Security Pensions Act 1975, and is operated for this Authority by (X County Council). Details of the Scheme and an application form are enclosed.

15. CAR ALLOWANCES

When you require the use of a motor vehicle for the efficient performance of your duties you will be eligible to receive allowances for the use of your private car for all business mileage in accordance with the National Joint Council for Local Government Services' Scheme.

The car user allowance payable will be determined by resolution of the Council in accordance with either the **casual or essential user allowances**. Casual users are deemed to be those for whom it is merely desirable that a car should be available when required and they are entitled to receive a mileage rate applicable to cars up to 1450 cc. Essential users are deemed to be those whose duties are of such a nature that it is essential for them to have a motor car at their disposal whenever required in the interests of the efficient conduct of the business of the Council. Essential users are entitled to receive a lump sum allowance in addition to a mileage rate applicable to cars up to 1450 cc.

The car user allowances and rates are reviewed annually by technical advisors with effect from 1st April each year.

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16. INSURANCE

(a) Personal Accident and Assault

As a responsible employer the Council is anxious to minimise the risk to its employees of personal accident or assault whilst performing their duties. The Council will therefore insure you against death or permanent disablement arising from and in the course of your duties.

(b) Fidelity Guarantee

For the purposes of securing the Council against the loss of money or other property under your control or in accordance with the requirements of legislation for the time being in force the Council will maintain adequate insurance to cover any such losses.

17. GRIEVANCE PROCEDURE

You may apply in writing to the Chairman ' of the Council for redress of any grievance relating to your employment or if you are dissatisfied with any disciplinary decision relating to yourself and the Chairman shall report any such application to a duly convened meeting of the Council.

The matter shall be discussed and resolved by the Council after giving you the opportunity, if you so wish, to explain either personally or by a trade union or other representative present with you, your application orally to the meeting. The Council shall consider any such application in the absence of the public and press and the procedure shall be in accordance with the current ACAS code of practice relating to discipline at work.

If you are dissatisfied with the Council's decision and if any part of the matter brought before the Council under this clause concerns the interpretation of any of the clauses herein that part of the dispute shall be referred in writing jointly to the National Association of Local Councils and the Society of Local Council Clerks and their joint decision shall be binding upon the Council and you.

18. DISCIPLINARY RULES

Before any disciplinary action of any kind is taken against you by the Council, written notice giving details of the matter, signed by the Chairman and authorised by the Council, shall be given to you.

You, together with a trade union or other representative, if so desired, will be given a full opportunity to answer the complaint at a meeting of the Council convened for that purpose held in the absence of the public and press. The procedure shall be in accordance with the current ACAS code of practice relating to discipline at work.

Signed on behalf of the Council

Chairman

Date

Signed by the Parish Clerk

Date