



TERMS AND CONDITIONS OF EMPLOYMENT

CONTRACT OF EMPLOYMENT

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

THE EMPLOYER:: Balsall Parish Council

THE EMPLOYEE: _____

DATE OF ISSUE: _____



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1. COMMENCEMENT DATE

1.1 Your employment with Balsall Parish Council began on [date] (“the commencement date”).

2. CONTINUOUS SERVICE

2.1 Subject to 2.2 below, no period of employment before the commencement date counts as part of your period of continuous service.

2.2 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.

3. CONDITIONS OF SERVICE

3.1 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.

4. PROBATION

4.1 Your appointment is subject to satisfactory completion of a probationary period of not less than 6 months.

5. JOB TITLE

5.1 You are employed as Clerk to the Council and Responsible Financial Officer.

6. JOB DUTIES

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

6.2 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.

7. DECLARATION OF OTHER EMPLOYMENT

7.1 You shall not undertake other employment without the Council’s written consent. Such consent shall not be unreasonably withheld.

8. PLACE OF WORK

Working from the Council’s premises

8.1 Your usual places of work are:

[287/289 Kenilworth Road, Balsall Common CV7 7EL

Village Hall, 122 Station Road, Balsall Common CV7 7FF

Jubilee Centre, 227 Station Road, Balsall Common CV7 7FE

St Peter’s Hall, Holly Lane, Balsall Common CV7 7EA]

9. SALARY

9.1 Your salary is [£AMOUNT] per annum being the current salary point LC27 as set out in the 2004 National Agreement on salaries and conditions of service of local council clerks in England and Wales.

9.2 One salary point will be added to your salary on successful completion of your probationary period (to LC28, [£AMOUNT]).

9.3 One salary point (to LC29 [£AMOUNT]) will be added to your salary for success in obtaining or already holding the following relevant qualification:



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- The Certificate in Local Council Administration
- 9.4 You have been appointed to a single salary point and the Council will review your salary annually on the anniversary of your appointment.
- 9.5 Your salary will be paid to you by cheque or bank transfer to your bank or Building Society on 25th of each month.

10. EXPENSES

- 10.1 The Council shall reimburse you at NJC rates in force at the time for mileage incurred in the performance of Council business ("mileage expenses") provided that mileage expenses have been approved by the Council.
- 10.2 The Council shall reimburse you for other expenses which may include overnight accommodation, meals and fares incurred in the performance of council business ("other expenses") provided that the other expenses have been receipted and approved by the Council.
- 10.3 You will be provided with a copy of the Council's Expenses Policy.

11. APPRAISAL

- 11.1 You will receive an annual appraisal.

12. HOURS OF WORK

- 12.1 You are required to work [25] hours per week from [Monday to Thursday].
- 12.2 The office hours are to be agreed but hours of work will be flexible by agreement to include attendance at evening meetings and occasionally weekend meetings.

13. ADDITIONAL HOURS

- 13.1 If you work more than your normal working hours, then subject to the Council's approval, you will be reimbursed at the appropriate NJC rate for these hours or you may take time off in lieu at a time to be agreed between you and the Council.

14. ANNUAL LEAVE

- 14.1 Subject to clause 2.2 of the contract, 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 20 working days' leave in each leave year.
- 14.2 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.
- 14.3 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 in excess of your entitlement.
- 14.4 Annual leave must be taken at times agreed with the Council. You may carry forward up to 5 days' leave into the following leave year, subject to the approval of the Council.

15. SICKNESS ABSENCE

- 15.1 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.
- 15.2 You will be provided with a copy of the Council's Sickness Absence Policy.
- 15.3 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



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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.

16. SICK PAY

- 16.1 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 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 |

17. MATERNITY /PATERNITY /ADOPTION LEAVE

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

18. INJURY OR ASSAULT

- 18.1 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.

19. PENSIONS

- 19.1 The Council will contribute 5% of gross salary to a personal pension scheme.

20. NOTICE OF TERMINATION OF EMPLOYMENT

During probationary period

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

After completion of probationary period

- 20.2 The length of notice which you are obliged to give to the Council to terminate your employment is three months in writing.
- 20.3 The length of notice which you are entitled to receive from the Council to terminate your employment is three months in writing.
- 20.4 Within one week of the termination of your 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.

21. DISPUTE RESOLUTION

- 21.1 You have been provided with a copy of the Council's Grievance and Disciplinary procedures.
- 21.2 If you have a grievance arising from your employment, you should raise it with the Chairman of the Council/Chairman of the Staffing Sub-Committee. If you are dissatisfied with any disciplinary decision made against you, you should raise it with the Chairman of the Council/ Chairman of the Staffing Sub-Committee.



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22. HEALTH AND SAFETY

- 22.1 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.
- 22.2 You will be given a copy of the Council's Health and Safety Policy.

23. EQUAL OPPORTUNITY POLICIES

- 23.1 You must comply with the Council's Equal Opportunity Policy. You will be given a copy of this policy.

24. TRAINING AND DEVELOPMENT

- 24.1 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 Training and Development Policy and the Expenses Policy. Where the Council considers it necessary, it shall give you reasonable paid time off for study.

25. INDEMNITY

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

Signed: _____ Dated: _____

Name: _____

Signed for and on behalf of Balsall Parish Council

Signed: _____ Dated: _____

Name: _____

This document is cross-referenced to the following Balsall Parish Council's adopted policies and procedures:

Job Description	Health and Safety Policy
Expenses, Allowances and Reimbursement Policy	Equal Opportunity Policy
Training and Development Policy	Member Officer Protocol
Sickness Absence Policy	Grievance and Disciplinary Procedure