

MARSKE and NEW FOREST PARISH COUNCIL

e-mail: clerk@marskeandnf-pc.org.uk

CONTRACT OF EMPLOYMENT FOR THE CLERK TO PARISH COUNCIL

This contract of employment contains the main terms and conditions of your employment with Marske and New Forest Parish Council. It includes all the written particulars required by the Employment Rights Act 1996.

THE EMPLOYER:: Marske and New Forest Parish Council

THE EMPLOYEE: _____

DATE OF ISSUE: _____

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1. COMMENCEMENT DATE

- 1.1 Your employment with Marske and New Forest Parish Council will commence on 18th Dec 2017

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 6 months. Following this period, if no issues are raised the position will be confirmed until either party wishes to change.

5. JOB TITLE

- 5.1 You are employed as Clerk to Marske and New Forest Parish Council.

6. 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.

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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

- 8.1 Your usual places of work will be your home address.

9. SALARY

- 9.1 You have undertaken this role in a voluntary capacity; this will be reviewed annually at the General Meeting.

10. EXPENSES

- 10.1 Expenses may include any of the following:
- 10.1.1 Purchase or use of office equipment
 - 10.1.2 Purchase of office consumables
 - 10.1.3 Connection, rental or use of telephone line and Internet/broad band
- 10.2 Receipts for relevant expenses will be retained and presented at the quarterly Parish Council Meeting.

11. WORKING AT HOME – INSURANCE

- 11.1 You shall notify your insurers that your home is your main place of work and that in the course of your employment members of the public may attend at your home.
- 11.2. You shall provide the Council with evidence that you have the correct insurance cover for the circumstances set out in clause 11.1.

12. APPRAISAL

- 12.1 You will receive an annual appraisal.

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13. HOURS OF WORK

- 13.1 You are required to work appropriate hours to properly carry out your duties. It is expected that you will work on average no more than 3 hours per week.

14. ANNUAL LEAVE

- 14.1 Annual leave is not thought to be a consideration presently, as the current role is not large enough to incur the requirement for annual leave.

15. SICKNESS ABSENCE

- 15.1 Sickness absence is not thought to be a consideration presently, as the current role is not large enough to incur the requirement for sickness absence.

16. SICK PAY

- 16.1 Sick pay is not thought to be a consideration presently, as the current role is not large enough to incur the requirement for sick pay.

17. MATERNITY /PATERNITY /ADOPTION LEAVE

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

18. 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 notice in writing.
- 20.3 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

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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.

- 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.

19. 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. If you are dissatisfied with any disciplinary decision made against you, you should raise it with the Chairman of the Council.

20. 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.
- 22.1 You will be given a copy of the Council's Health and Safety Policy.

21. EQUAL OPPORTUNITY POLICIES

- 24.1 You must comply with the Council's Equal Opportunity Policies. You will be given a copy of these Policies.

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22. TRAINING AND DEVELOPMENT

25.1 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 expenses policy. Where the Council considers it necessary, it shall give you reasonable paid time off for study.

23. INDEMNITY

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

Signed: **Dated:**

Name: Nigel Phillips (Chairman)

Signed for and on behalf of Marske & New Forest Parish Council

Signed: **Dated:**