

BILDESTON PARISH COUNCIL

TERMS & CONDITIONS OF EMPLOYMENT

Adopted by the Parish Council on 9th October, 2019

THIS CONTRACT IS A MASTER TEMPLATE AND SHOULD BE COPIED AND SAVED FOR EACH NEW CONTRACT ISSUED. ANYTHING IN RED (INCLUDING THIS STATEMENT AND THE JOB TITLE ON THE COVER PAGE) REQUIRES INSERTING/DELETING/UPDATING AND CHANGING TO BLACK ONCE COMPLETED FOR EACH CONTRACT.

1. Name of Employee

[Insert employee's full name]

2. Address of Employee

[Insert employee's address]

3. Commencement Date

Your employment as [insert job title] with Bildeston Parish Council began on [insert start date].

4. Contract Type

Permanent/*fixed term and expires on ??/*temporary and is expected to continue for ???
(*delete as applicable)]

5. Job Title

You are employed as [insert job title]

6. Hours of Work

[Insert hours of work e.g. Up to 10 hours per week]

Hours worked must be in compliance with the Working Time Regulations.

7. Salary

You salary is £?? per hour. Pay band ??? (insert relevant hourly rate and pay band for the post) as per the NALC pay scales.

This post is 'spot graded' and there is no further incremental progression through the published payscales.

You will be paid monthly in arrears upon submission of a monthly timesheet to the Parish Clerk (clerk@bildeston.suffolk.gov.uk).

8. Pay Award Arrangements

Cost of living pay awards confirmed nationally for NJC (green book) employees will be applied as appropriate.

9. Expenses

The Parish Council will meet any reasonable receipted expenses incurred in the performance of your duties in terms of postage, consumables etc. All travel within the parish will be deemed to be within walking distance (subject to any reasonable adjustments for equality purposes).

10. Annual Leave

Your annual leave entitlement is 23 days per year pro rata plus 8 bank holidays. The annual leave year runs from 1 April to 31 March each year.

11. Place of Work

Home based.

12. Job Duties

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

13. Continuous Service

- 13.1. Subject to (13.2) below, no period of employment before the commencement date counts as part of your period of continuous service.
- 13.2. 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. Subject to confirmation, your continuous service dates from [insert start date

14. Conditions of Service

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.

15. Sickness Absence

- 15.1. You must attend work when fit to do so and not use paid or unpaid sick leave unless medically unfit to attend work or remain at work. 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. Where possible, this should be before your usual start time on the first day of absence.
- 15.2. You can self certificate for up to 7 consecutive days (including non-working days) but from the 8th consecutive day you will need to provide the Council with a doctor's fit note. Medical certificates/fit-notes should be provided promptly.
- 15.3. You should keep your manager informed and ensure you have provided contact details so that your manager can regularly keep in touch with you.
- 15.4. 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 confidential report on your condition and to discuss such findings with the practitioner regarding prognosis, recommended reasonable adjustments and fitness to resume work.
- 15.5. Where you are unable to fulfil your contractual obligations and all reasonable adjustments and alternatives have been exhausted, the Council may, terminate your employment at the point that it is fair and reasonable to do so. Nothing in your terms and conditions of employment will preclude, prevent or restrict the Council's legal right to terminate employment before entitlement to sick pay is exhausted.
- 15.6. Failure to comply with the requirements in (15.1-15.6) above may result in sick pay being withheld or in cases of more serious abuse, disciplinary action (for example not reporting sickness or providing medical certificates, failing to attend meetings with your manager or with an independent medical practitioner (see

15.5), engaging in activities which are inconsistent with the alleged illness or which may aggravate the illness or delay recovery (e.g. other employment, sporting activity etc– unless identifies as therapeutic in assisting recovery).

16. Sick Pay

Provided that you comply with the requirements listed in (15) above, you will receive sick pay when you are absent from work due to sickness, as follows:

During 1 st year of service	There is no entitlement to occupational sick pay during the first year of service.
Once one year of service has been completed	Two months full pay and two months half pay.

17. Pension

It is anticipated that the hours worked will be below the workplace pension threshold.

18. Probation

Your employment is subject to satisfactory completion of a probationary period of not less than 13 weeks. The Council reserves the right to extend this probationary period as appropriate.

19. Notice of Termination of Employment

- 19.1. **During probationary period** – either party may terminate the contract by giving four week's notice in writing
- 19.2. **After completion of probationary period** – you are required to provide one calendar month's notice in writing.
- 19.3. The length of written notice which you are entitled to receive from the Council (following successful completion of your probationary period (see (19.1) above) to terminate your employment is your contractual notice period or one week for each year of continuous service (whichever is the greater) up to a maximum of 12 weeks (for 12 years or more completed years of service).

20. Maternity/Paternity/Adoption

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

21. Dispute Resolution

Copies of the Council's Grievance and Disciplinary procedures have been provided to you, including who any grievance and appeals should be addressed to. Your employment will be subject to any reasonable employment policies which the Parish Council may adopt from time to time. However, employment policies have non-contractual status and do not form part of this contract.

22. Deductions from Salary

The Council reserves the right to make all deductions from salary or payments required by law and the employee will agree and consent to such deductions or payments being made.

Should the Employee owe the Council any sums or if there is for any reason any overpayment of salary or expenses, the Council reserves the right to adjust salary payments until the overpayment has been recovered and/or to require repayment. Every effort will be made to agree reasonable terms for any repayment to avoid hardship.

23. Data Protection (GDPR)

- 23.1. Bildeston Parish Council includes an employee privacy notice within its Employee Handbook which you are expected to read and understand.
- 23.2. You shall comply with all relevant data protection legislation and/or any Bildeston Parish Council policy regarding data protection when processing personal data in the course of employment including personal data relating to any employee, supplier, service user or agent of Bildeston Parish Council.
- 23.3. In order to manage your contract of employment and for related purposes, such as updating and enhancing our records, analysis for management purposes and statutory returns, legal and regulatory compliance and crime prevention, you have supplied us with your personal data and we can therefore process, use and disclose personal data about you as is necessary in compliance with data protection legislation. Some data may be supplied to external suppliers who administer employee benefits, solely for the purpose of providing these benefits to you.
- 23.4. Bildeston Parish Council may make such information available to those who provide products or services to Bildeston Parish Council (such as advisers and payroll administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations.
- 23.5. Bildeston Parish Council expects you to inform the appropriate personnel of changes to your personal data in a timely manner.

Date Issued
Signed on behalf of Bildeston Parish Council
Print Name and Job Title/Designation

I confirm I have read this contract and accept all of the terms and conditions therein.	
Signature	
Print Name.....	Date