

CONTRACT OF EMPLOYMENT

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

THE EMPLOYER:: STEDHAM WITH IPING PARISH COUNCIL

THE EMPLOYEE: MORAG BIRCH

DATE OF ISSUE:

This contract gives the particulars of the terms and conditions of your employment as at the date of issue above and constitutes your contract of employment with the Council (“Contract”).

1. COMMENCEMENT DATE

1.1. Your employment commenced on 7 June 2018.

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 (“NJC”) for Local Government Services (“Green Book”) applies to your employment save as amended by the Contract.

4. PROBATION

- 4.1. Confirmation of your employment will be made following the satisfactory completion of a probationary period of 25 weeks.

5. JOB TITLE

- 5.1. The title of the job for which you are employed is Clerk to Stedham with Iping Parish Council.

6. DECLARATION OF OTHER EMPLOYMENT

- 6.1. You shall not undertake other employment without the Council's written consent. Such consent shall not be unreasonably withheld.

7. PLACE OF WORK

- 7.1. You will usually work at your home address, and at the chosen venue for the Council's meetings, and at any other location as you notify to the Council or which the Council and you agree.
- 7.2. You will make yourself reasonably available to members of the public by appointment at a chosen venue at which you may request that a Council member accompanies you.

8. JOB DUTIES

- 8.1. You shall perform all duties faithfully as set out in your job description attached to this contract and other or further duties as the Council and you agree.
- 8.2. You shall carry out at all times all lawful orders and comply with policies and procedures and any general or specific instructions that the Council may give you from time to time.

9. CONFIDENTIALITY AND DATA PROTECTION

- 9.1. You shall not at any time during your employment or after it has ended make or permit any unauthorised use or unauthorised disclosure of any information which is confidential to the Council. Confidential information includes any information relating to the business of the Council that is not in the public domain or any private records relating to any persons held by you or the Council.
- 9.2. In accordance with current Data Protection law your signature to this Contract constitutes your consent to the Council holding in accordance with the law such data and records of which you are the subject excluding sensitive personal data (as defined in the law).

10. SALARY

- 10.1. Your salary is £3,578.40 per annum and will continue to be determined by the salary scale (LC Scale) and Spinal Column Points awarded to you in accordance with the agreement between the Society of Local Council Clerks and National Association of Local Councils as set out in the 2004 National Agreement on Salaries and Conditions of Service of Local Council Clerks in England and Wales.
- 10.2. You are currently on LC Scale 1 and Spinal Column Point 21.

- 10.3. The Council shall review your salary annually at the Council's Budget meeting.
- 10.4. Your salary will be paid monthly by bank transfer to your bank.
- 10.5. At the commencement or during the course of your employment the Council shall pay you one additional salary point for already holding or attaining any of the following relevant qualifications, up to a maximum of four points:
 - the Certificate in Local Council Administration;
 - the Certificate of Higher Education in Community Governance
 - BA (Hons) Degree in Community Engagement and Governance or equivalent qualification previously awarded by the University of Gloucestershire.

11. **NORMAL HOURS OF WORK**

- 11.1. Your normal hours of work are 28 hours per calendar month, which are subject to review by the Council at least annually whereupon any variation of them will be mutually agreed with you. These hours will be reviewed once the work associated with drafting the Neighbourhood Plan is complete.
- 11.2. You shall record your hours worked in a time-sheet which you shall submit to the Council on a monthly basis.
- 11.3. Your hours will be monitored and revisited on a quarterly basis.

12. **ADDITIONAL HOURS**

- 12.1. Overtime must be agreed in advance with the Chair and at least one other member of the Finance & General Purpose Committee. The request for overtime must include the purpose and reasonable estimate of the extra time required. You will be reimbursed for any overtime at the appropriate NJC rate for these hours.

13. **EXPENSES**

- 13.1. The Council shall reimburse you for the cost of travel when journeys are undertaken at the Council's request on approved Council duties. Reimbursement will be made at ruling Local Government travel rates.
- 13.2. The Council shall reimburse you for all other expenses where the individual item costs up to £40 provided that such expenses have been receipted. All expenses where the individual item costs more than £40 must be approved by the Council in advance of them being incurred and shall be reimbursed provided that such expenses have been receipted. Such expenses may include, but are not limited to, the purchase or use of office equipment.
- 13.3. The Council will pay £25 per quarter year to take into account the use of space, lighting, heating, electricity and use of mobile and landline telephones and internet resulting from work being carried out at the private premises of the Clerk to the Council. The Clerk must claim these payments quarterly in arrears or surrender the claim for said quarter.

14. STATUTORY ENTITLEMENTS

14.1. Sick Pay

Your entitlement to sick pay above the Lower Earnings Limit (“LEL”) is set out in the Government Guidelines. The Council at its discretion may make enhanced payments while you are sick but is not obliged to do so. No sick pay will be due for earnings below the LEL.

14.2. Pension

If you meet the necessary criteria you may request that the Council makes arrangements for you to join a workplace pension for you to save into through the PAYE system. The Council is not required to contribute to your pension until your annual earnings exceed £10,000 (or such amount as is varied by law) and you are before your normal retirement date.

14.3. Holidays

14.3.1. The holiday year starts on 1st April each year, and the calculation of your annual holidays commences from the first day of your employment.

14.3.2. You are entitled to 20 days paid holiday each year in addition to all normal and exceptional bank and public holidays, pro-rated to account for your part time employment.

14.3.3. Holidays will be pro-rated for any part years worked.

14.3.4. Sick days taken do not affect your holiday entitlement.

14.3.5. You shall notify the Council when you intend to take your holiday days and also of any material absence if you will be out of communication.

14.4. Maternity/Paternity/Adoption Leave

Your entitlement to leave for maternity, paternity, adoption is set out in the Government Guidelines.

15. APPRAISAL

15.1. You will be provided with an annual, written appraisal from the Council to be completed before end of March.

15.2. You will meet with two Councillors quarterly to discuss and review workload and performance. The two Councillors will be the Chairs of the SIPC and F&GP Committee unless otherwise agreed prior to the review.

16. INSURANCE: WORKING AT OR AWAY FROM HOME

16.1. You shall notify your insurers that you will be working from home as well as other locations and that in the course of your employment members of the public may attend at your home or at another location of your choosing.

16.2. You shall provide the Council at its request with evidence that you have the correct insurance cover for the circumstances set out in clause 16.1.

16.3. The Council shall pay for any additional insurance premiums or taxes or other costs arising from the arrangements set out in clause 16.1.

17. INCAPACITY

17.1. If you are unable to fulfil your duties because of illness or injury, you or someone on your behalf will inform the Council of the reason as soon as possible on the first day your absence impacts on your working hours.

- 17.2. Subject to 17.3 the Council shall have the right to require you to submit to examination by one or more independent medical practitioners selected and paid for by the Council, to obtain confidential reports on your condition and to discuss the findings of their examination and prognosis of your likely recovery and or fitness to resume work and any recommended treatment.
- 17.3. Notwithstanding, any such steps in 17.2 shall only be taken with the agreement of a spouse or if none a responsible immediate family member who will also be given the right to attend all meetings and discussions and to receive copies without delay of all medical reports that are provided to the Council.
- 17.4. If agreement is not forthcoming from your spouse or immediate family member the Council has the right without prejudice to your statutory rights to give you proper notice and dismiss you with all due compensation including notice monies and any pay and unpaid expenses due.
- 17.5. Whilst on absence due to sickness or incapacity you are not permitted to undertake any paid work for another employer or for any business established by you without express permission from the Council.

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 your employment then all insurance payments will be made in accordance with paragraph 7 of part 3 of the Green Book.

19. NOTICE OF TERMINATION OF EMPLOYMENT

- 19.1. The length of notice which you are obliged to give to the Council to terminate your employment is two months in writing once the probation period has been fulfilled.
- 19.2. 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 weeks' notice.
- 19.3. Within one week of the date of termination of your employment you shall surrender to the Council all property owned by the Council including keys, codes, equipment, materials, computers, other electronic devices, documents, electronic files and data, images and all other records belonging to the Council. You shall also divulge all passwords giving access to the Council's computer or records or websites or any other property and irretrievably delete from all your manual records, or personal electronic devices all data belonging to the Council, including passwords.
- 19.4. Following the termination of your employment, you shall not access any systems or accounts that are for use only by the Council or are provided to them, and you shall reasonably assist the Council in notifying all government, business or personal contacts made or used in your capacity as Clerk that you no longer work for the Council provided that the Council pays any reasonable out of pocket expenses you incur in doing so.

20. DISPUTE RESOLUTION - GRIEVANCE AND DISCIPLINE

- 20.1. In dealing with disciplinary and grievance matters the Council will have regard to the ACAS Code of Practice 1 (Disciplinary and Grievance Procedures) but the procedures followed by the Council are non-contractual.
- 20.2. In respect of a grievance which you wish to have addressed, you shall give written details of it to the Chairman, whereupon the Chairman will review the grievance with you and seek to find a mutual resolution.
- 20.3. In respect of a disciplinary matter, the Council shall provide you with full details in writing of the misconduct or other disciplinary matter alleged against you whereupon the Chairman will review the matter with you.
- 20.4. If you are dissatisfied with the outcomes of your reviews with the Chairman in respect of either a grievance or a disciplinary matter and decide to exercise your right of appeal, you will inform the Chairman who will appraise the Council accordingly and seek to appoint members who have not previously been consulted to hear and decide upon your appeal.
- 20.5. The decision of the appointed members will be placed before the Council which will decide what action to take, including if it so wishes offering you or your representative the opportunity to address a full meeting of the Council before a final course of action is taken.
- 20.6. Notwithstanding the procedures followed by the Council and your rights as set out in paragraphs 20.1 to 20.5, should the Council suspect or decide you are guilty of gross misconduct it may suspend you on full pay or dismiss you without notice. Gross misconduct includes but is not limited to theft, fraud, deliberate falsification of records, assault on another person, serious incapacity through abuse of alcohol or drugs, and any behaviour that in any way brings the Council into disrepute.
- 20.7. In the event of your suspension or dismissal, you shall surrender to the Council all property owned by the Council including keys, codes, equipment, materials, computers, other electronic devices, documents, electronic files and data, images and all other records belonging to the Council. You shall also divulge all passwords giving access to the Council's computer or records or websites or any other property.

21. HEALTH AND SAFETY REGULATIONS, RACE RELATIONS, EQUAL OPPORTUNITIES & COUNCIL POLICIES

- 21.1. The Council shall ensure that you are familiar with all relevant regulations, legislation and policies applying to or made by the Council and you shall ensure that you comply with such.

22. TRAINING AND DEVELOPMENT

- 22.1. The Council shall be responsible for the costs associated with any training and development that it considers necessary for you to undertake. This may include the cost of training and development courses and examinations, and payment of

travel costs 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

23.1. The Council indemnifies you against all claims in relation to actions or failures to act as requested by the Council in the performance of your approved Council duties.

Signed..... Dated.....
On Behalf of the Stedham with Iping Parish Council

Signed..... Dated.....
Clerk to the Stedham with Iping Parish Council