

**AGREED BETWEEN
THE NATIONAL ASSOCIATION OF LOCAL COUNCILS AND
THE SOCIETY OF LOCAL COUNCIL CLERKS**

**SHEPTON MALLET TOWN COUNCIL
-and-
xxxxx**

CONTRACT OF EMPLOYMENT

TOWN CLERK to the COUNCIL

1. Introduction

- 1.1 This statement sets out particulars of your terms and conditions of employment with Shepton Mallet Town Council, which are required to be given to you by law.

Your employment commenced on xxxxx

- 1.2 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.

- 1.3 For all new employees confirmation of the appointment will be subject to satisfactory completion of a period of probationary service of not less than 6 months. During any such period of service you would be expected to establish your suitability for the post.

2. Previous Service

Your employment with any other public employer as set out in the NJC agreement will be considered as part of a continuous period of employment with the Council for the purposes of your contract of employment.

3. Job Title

- 3.1 The title of the job for which you are employed is **Town Clerk to Shepton Mallet Town Council**. The Council has employed you under the provisions of section 112 (1) and (2) of the Local Government Act 1972. The duties of the post are set out in the job description attached to this contract.

- 3.2 The Council may from time to time wish to amend your job description and you may at any time be requested to undertake additional or other duties as necessary to meet the requirements of the Council.

4. Declaration of Other Employment

It is a condition of this Contract of Employment that you inform the Council of any alternative employment you undertake, in order to ensure that no tax or insurance liabilities will accrue to the Council. The Council also reserves the right to require that any other employment that you undertake does not conflict with the role or standards required to be undertaken or met in the public office of the Clerk to the Council.

5. Place of Work

Your usual place of work is: 1 Park Road, Shepton Mallet BA4 5BS. However you are able to work flexibly from other location of the town council and can also work from your home.

6. Salary

6.1 Your salary is in accordance with the current NJC salary scales and you are engaged on **SCP xx**. Your salary is calculated by pro-rata reference to the standard working week for local government staff of 37 hours.

6.2 Subject to satisfactory performance, you will progress automatically through the salary scale LC3, **SCP xxx** by annual increments until you reach the maximum of the scale. Your first increment will be payable on 1st April 202x and thereafter on the 1st April each year until you reach the maximum of the scale. The Council may withhold an increment if it is considered that performance fell below the level expected, following an annual review, or award an additional increment for exemplary performance if it chooses to do so. (See Appraisal/Career Development Review 11 below).

6.3 Your salary will be paid by bank transfer at monthly intervals to reach your bank or Building Society as cleared funds by the 25th of the month.

7. Expenses

Any travel, mileage or subsistence expenses incurred by you and approved by the Council will be paid at the agreed rate laid down at the time.

8. Performance Review

You will receive an annual Appraisal/Development Review. Should there be any concern about your performance, other than matters of a disciplinary nature, the Council undertakes to work with you to seek to ensure that necessary training, mentoring and support is provided to ensure that agreed standards of performance are reached in a reasonable agreed time frame.

9. Hours of Work

9.1 Your hours of work are xx hours per week.

9.2 In accordance with the Flexible Time Working Regulations (Employment Act 2002) you may apply, in writing, for flexible working time conditions on the grounds that you have a child of an age that meets the provisions of the Act. The Council retains the right to refuse this application on reasonable objective business grounds. If so, the Council must provide you with reasons in writing.

9.3 In accordance with the Works and Families Act 2006 you may apply, in writing for flexible working time conditions on the grounds that you are a carer of an adult who meets the provisions of the Act. The Council retains the right to refuse this application on reasonable objective business grounds. If so, the Council must provide you with reasons in writing.

10. Additional Hours

If you are required to work more than your normal working hours servicing the Council and its committees or external events, you will take time off in lieu at a time agreed between you and the Council.

Exceptional additional hours required to be worked must be approved by the Council.

11 Annual Leave

11.1 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 twenty two working days' leave in each leave year (pro rata for part time employees).

11.2 Your leave entitlement will increase to twenty-five working days per year (pro rata for part time employees) when you have completed not less than five years of continuous service immediately prior to the commencement of the leave year.

11.3 In addition to normal bank and public holidays, you will be entitled to two extra statutory days (the timing of these extra-statutory holidays will be by mutual arrangement and must be taken at times convenient to the Council).

11.4 If you join the Council from another authority or other qualifying public body, your previous service will be taken into account in calculating your holiday entitlement.

11.5 If your employment commenced or terminates part way through the leave year, your holidays during that year will be assessed on a pro rata basis. Deductions from final salary due to you on termination of employment will be made in respect of any leave taken in excess of entitlement.

11.6 Holidays must be taken at times agreed with the Council. By mutual agreement no more than five days of annual leave may be carried forward to the next leave year.

11.7 In the event that you fall sick during the period of your annual leave you will be regarded as being on sick leave from the date of yourself or medical certificate and further annual leave will be suspended from that date.

12 Sickness Absence

12.1 If you are absent from work on account of sickness or injury, you or someone on your behalf should inform the Chairman 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.

12.2 In respect of absence lasting up to seven calendar days, you are required to inform the Office Manager and self-certificate your absence.

12.3 In respect of absence relating to illness lasting more than seven calendar days, you must provide a medical certificate stating the reason for the absence and thereafter provide a consecutive medical certificate to cover any subsequent period of absence.

12.4 You will be paid your agreed basic remuneration in line with the scale of payment for any one year that runs from 1 April to 31st March. The Council will be responsible for reclaiming the Statutory Sick Pay element from HM Revenue & Customs.

Entitlement to payment is subject to notification of absence and production of medical certificates as required above.

- 12.5** The Council operates the Statutory Sick Pay scheme and you are required to co-operate in the maintenance of necessary records. For the purposes of calculating your entitlement to Statutory Sick Pay 'qualifying days' are those days on which you are normally required to work. Payments made to you by the Council under its sick pay provisions in satisfaction of any other contractual entitlement will go towards discharging the Council's liability to make payment to you under the Statutory Sick Pay scheme.
- 12.6** The Council reserves the right to require you at any time to submit to a medical examination by a medical practitioner nominated by the Council, subject to the provisions of the Access to Medical Reports Act 1988 where applicable. Any costs associated with the examination will be met by the Council.
- 12.7** 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.

12.8 Scale of Payment

Subject to the above conditions of this scheme, when absent from duty owing to illness (which term is deemed to include injury or other incapability or disability) you will be entitled to receive an allowance in accordance with the following scale:

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 month's full pay and 2 months half pay.
during 3rd - year of service	4 month's full pay and 4 months half pay.
during 4th & 5th - year of service	5 month's full pay and 5 months half pay.
after 5-years service	6 month's full pay and 6 months half pay.

N.B. For the purposes of calculating "half" pay, the rate of pay for the agreed salary month will be used.

13. Maternity/Paternity/Adoption Leave

Under the provisions of the Employment Rights Act 1996 (as amended by the Employment Act 2002 and regulations there under) you will be entitled to apply for Maternity/Paternity/Adoption leave.

14. Injury or Assault

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 Terms and Conditions.

15 Pensions and Gratuities

15.1 Pension

The Council is a member of the Local Government Pension Scheme, which operates a contributory pension scheme which you are entitled to join.

15.2 Death in Service

In the event of your death in service any gratuity payments will be paid to your next of kin. Any pension benefits will be paid to your nominated beneficiary, spouse or children in accordance with the provisions of the Local Government Pension Scheme.

16. Notice of Termination of Employment

During probationary period

- 16.1** Either party may terminate the contract of employment by giving 1 weeks' notice in writing.

After completion of probationary period

- 16.2** The length of notice which you are obliged to give to the Council to terminate your employment is three months in writing.

- 16.3** 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 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.

- 16.4** Upon or within one week of written termination of your employment (whether that be during or after any probationary period) you are required to surrender to the Council any documents or materials that you have been holding on behalf of the Council.

17 Grievance and Discipline – Dispute Resolution

17.1 Conciliation and Mediation

Before resorting to formal procedures from the employee or from the Council it is the policy of the Council that discussions between both parties should be entered into with the express purpose of resolving the matter through a process of mediation seeking conciliation. Where necessary the Council will seek the services of an external expert to forward this process to reach a conclusion satisfactory to both parties in the dispute.

17.2 Redress of Grievance

You must apply in writing to the Chair of the Council for redress of any grievance relating to your employment and/or any disciplinary decision applied to you. The Chair shall report your application to a Grievance Panel meeting of the Council, held in the absence of the public and the press. You will have an opportunity to set out your grievance. The grievance will then be considered and a decision reached by the Panel.

Should you be dissatisfied with the Panel's decision you have the right to make an appeal to the Appeals Panel of the Council.

Under the provisions of the 1999 Employment Relations Act s.10 you have the right to have a representative of your choice present at any Grievance or Disciplinary hearing.

17.3 Disciplinary Rules

Before any disciplinary action is taken by the Council, a notice in writing giving details of the matter, either signed by the Chair and authorised by the Council, or your line manager in accordance with their delegated responsibilities, shall be given to you. You (together with an adviser if you wish) will have a full opportunity to answer the complaint at a meeting of the Council's Disciplinary Panel held in the absence of the public and the press. Should you be dissatisfied with the Panel's decision you have the right to make an appeal to the Appeals Panel of the Council.

A copy of the Discipline and Grievance Policy and all other policies of the Council are contained in the Employee Handbook.

18 Health and Safety Regulations, Other Legislation & Council Policies

You are expected to familiarise yourself with all relevant Regulations, Legislation and Policies applying to or made by the Council and ensure that you comply with and ensure others comply with these as required.

19 Training and Development

It is essential that the Officers and employees of the Council maintain up to date knowledge of their function and duties. To this end the Council will expect and support your necessary agreed training and development and meet all course and examination expenses and any travel and subsistence incurred on the scale set down as paid working hours. In addition, reasonable agreed time for study in paid working hours will be given.

20 Indemnity

The Council undertakes to indemnify its officers against any actions of commission or omission that are made in good faith on behalf of the Council.

Signed:.....Dated:-.....
Chair of the Council

Signed:-.....Dated:.....
Town Clerk to the Council