**Contract of Employment for Locum Clerk**

This contract of employment (‘the contract’) contains the main terms and conditions of your employment with West Dereham Parish Council (‘the Council’). It includes all the written particulars required by the Employment rights Act 1996.

**THE EMPLOYER**: West Dereham Parish Council

**THE EMPLOYEE**:

1. **COMMENCEMENT DATE**

1.1 Your employment with the Council began on …………………………….

1. **EMPLOYMENT STATUS**
	1. Your employment is on a temporary basis to cover the recruitment, selection and induction of the new Clerk.
2. **CONTINUOUS SERVICE**
	1. No period of employment before the commencement date counts as part of your period of continuous service.
3. **CONDITIONS OF SERVICE**
	1. The National Agreement on Pay and Conditions of Service of the National Joint Council (‘the NJC’) for Local Government Service (‘the Green Book’) applies to your employment save as amended by this contract.
4. **JOB TITLE**
	1. You are employed as locum clerk to West Dereham Parish Council.
5. **JOB DUTIES**

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

* 1. 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.
1. **DECLARATION OF OTHER EMPLOYMENT**
	1. You shall not undertake other employment which may conflict with the Council’s activities of requirements.
2. **PLACE OF WORK**: Working from home your usual places of work will be:-
	1. Home address
	2. Address of the venue for the Council’s meetings
	3. Address of the venue for meeting the public.
3. **SALARY**
	1. Your starting salary was £11.19 per hour increasing to £11.451 per hour with effect from 1st April 2017.
	2. Your salary will be paid to you by cheque after the Parish Council meeting.
	3. Salary payments will be subject to income tax and national insurance under HMRC PAYE rules.
4. **EXPENSES**
	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.
	2. The Council shall reimburse you for other expenses which may include travel to the temporary place of work, 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.
	3. You will be provided with a copy of the Council’s expenses policy.
	4. For employees working at home:

Expenses may include the purchase of office consumables.

1. **WORKING AT HOME – INSURANCE**
	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 your home.
	2. You shall provide the Council with evidence that you have the correct insurance cover for the circumstances set out in clause 11.1.
2. **HOURS OF WORK**
	1. You are required to work 12 hours per week.
3. **ADDITIONAL HOURS**

13.1 Any hours worked in addition to the employee’s contracted arrangements should be authorised by the Chairman with delegated authority.

13.2 A minimum of half an hour should be worked before payments can be made.

13.3 Where payments are authorised, any enhancement will be paid on the same basis as the contracted arrangements.

1. **ANNUAL LEAVE**
	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 21 working days’ leave in each leave year (pro rata for part time employees).
	2. In addition to normal bank and public holidays, you will be entitled to two extra statutory days.
	3. If you 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 from any leave taken in excess of your entitlement.
	4. Annual leave must be taken at times agreed with the Council. Any undertaken accrued leave remaining at the end of your contract will be paid in lieu by agreement with the Council.
2. **SICKNESS ABSENCE**
	1. If you are absent from work on account of sickness of 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.
	2. 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 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.
3. **SICK PAY**
	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, in line with the Statutory Sick Pay arrangements.
4. **MATERNITY/PATERNITY/ADOPTION LEAVE**
	1. Your entitlement to maternity/paternity/adoption leave is as set out in the relevant legislation.
5. **INJURY OR ASSAULT**
	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.
6. **PENSIONS**
	1. When the locum contract is for less than 3 months the locum position is not currently considered eligible for pension contributions.
7. **NOTICE OF TERMINATION OF EMPLOYMENT**
	1. The length of notice which you are obliged to give to the Council to terminate your employment is one month, in writing.
	2. The length of notice which you are entitled to receive from the Council to terminate your employment is four weeks, in writing.
	3. 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.
8. **DISPUTE RESOLUTION**
	1. You have been provided with a copy of the Council’s Grievance and Disciplinary Policy.
	2. If you have a grievance arising from your employment, you should raise it with the either the Chairman of the Council or any other parish councillor. If you are dissatisfied with any disciplinary decision made against you and you have grounds for appeal, you should follow the appeal procedure as set out in the Grievance and Disciplinary Policy.
9. **HEALTH AND SAFETY**
	1. You have a duty to ensure the health and safety of yourself and others. You must co-operate with the Council so that it can comply with its health and safety obligations.
10. **EQUAL OPPORTUNITIES POLICY**
	1. You must comply with the Council’s Equal Opportunities Policy. You will be given a copy of the Policy.
11. **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 expenses policy.

1. **INDEMNITY**
	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 West Dereham Parish Council

Signed: ………………………………………………………………………………. Dated: …………………………………….

Name: ……………………………………………………………………………….