

PART-TIME CLERKS
CONTRACT OF EMPLOYMENT

THIS AGREEMENT is made the 26th day of July 2004 between the **Parish Council of Trimingham** in the County of **NORFOLK** (hereinafter referred to as "the Council") and Mrs Julie Chance of [REDACTED] (hereinafter referred to as "the Clerk").

WHEREAS the Council at a meeting duly convened and held on the 26th day of July 2004 resolved that the Clerk be appointed to the office of Clerk to the Council upon terms and conditions hereinafter set out:

NOW IT IS HEREBY AGREED AS FOLLOWS:

(1) APPOINTMENT

The Council hereby appoints the Clerk to be Clerk to the Council and the Clerk hereby agrees to serve the Council in the said clerkship on the terms hereinafter set out from July 26th 2004 until the termination of this agreement in the manner hereinafter set out.

For all new employees confirmation of the appointment will be subject to satisfactory completion of a period of probationary service of not less than 13 weeks. During any such period of service you would be expected to establish your suitability for the post.

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.

Your usual place of work is [REDACTED] for the Service and Receipt of letters and documents.

(2) SALARY

(a) The commencing salary will be £916.24 p.a., and shall be paid by twelve equal monthly instalments. Subject to satisfactory service, you will progress through the salary scale by annual increments until you reach the maximum of the scale. Your first increment will be payable on 1st April 2005 and thereafter on the 1st April each year until you reach the maximum of the scale.

In addition one additional salary point will be added to your salary, up to a maximum of four points, for success in obtaining or already holding each of the following relevant qualifications:

The Certificate in Local Council Administration and other relevant qualifications such as:

Certificate in Local Policy Studies First Year
the Certificate in Local Policy Studies
the Diploma in Local Policy Studies
BA(Hons) Degree Local Policy Studies

(University of Gloucestershire).

Your salary will be paid by cheque at bi-monthly intervals to reach your bank or Building Society as cleared funds by the last working day of the month.

(3) EXPENSES

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

The Council will reimburse all expenses incurred by you in the discharge of the duties of the Office of The Clerk to the Council that are approved by the Council.

The cost of all stationery and consumables and computer consumables against vouchers/invoices submitted to the Council will be reimbursed.

The Council will reimburse all telephone call expenses incurred on a private line against an itemised account.

The Offices of the Council shall be deemed to be situated at the private dwelling house of the Clerk who shall make all necessary provision for the carrying out of the duties of the Clerkship therein.

(4) APPRAISAL

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 see that necessary training, mentoring and support is provided to ensure that agreed standards of performance are reached in a reasonably agreed time frame.

(5) HOURS OF WORK

Your hours of work are 2 hours per week.

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 be reimbursed at the normal NJC rate for these hours or you may take time off in lieu at a time agreed between you and the Council.

(6)

ANNUAL LEAVE

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 working days' leave in each leave year (pro rata). The leave year runs from 1st April to 31st March.

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

If your employment commences 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.

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

In the event of the Clerk falling sick during the period of her annual leave, she will be regarded as being on sick leave from the date of her medical certificate and further annual leave will be suspended from that date.

(7)

SICKNESS ABSENCE

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

In respect of absence lasting up to seven calendar days, you are required to inform the Chairman or Vice-Chairman and self-certificate your absence.

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 certificate to cover any subsequent period of absence.

You will be paid your agreed basic remuneration for 28 weeks in any one sick pay year that runs from 1st April to 31st March. The Council will be responsible for reclaiming the Statutory Sick Pay element from the Inland Revenue.

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

The Council reserves the right to require you to be examined by an independent Medical Examiner of the Councils' choosing in the event of prolonged illness in excess of three months.

(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 disability) you will be entitled to receive an allowance in accordance with the following scale:

during 1 st year of service	one months full pay and (after completing 4 months service) 2 months half pay
during 2 nd year of service	two months full pay and two months half pay
during 3 rd year of service	four months full pay and four months half pay
during 4 th & 5 th year of service	five months full pay and five months half pay
after 5 years service	six months full pay and six months half pay

(9) **PENSION**

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

(10) **DUTIES**

The Clerk shall duly and faithfully carry out all lawful orders and instructions of the Council and shall perform all the duties of and attached to the office of Clerk and shall take all reasonable steps to protect and promote the interests of the Council and without prejudice to the generality of the foregoing, shall especially:

- (i) Attend all duly convened meetings of the Council and of the Parish Meeting for the Parish and keep the Minutes thereof;
- (ii) Despatch promptly all such notices, letters and other documents as the due transaction of the business of the Council shall require;
- (iii) Attend all such meetings and conferences as may be necessary for the proper discharge of the duties of the clerkship or as the Council shall reasonably require, provided that in any case where such attendance would involve an absence from other employment the Clerk shall not be required to attend against the wishes of the other employer
- (iv) Keep safely and conveniently in secure but accessible custody all deeds, plans, records, letters, writings and other documents of or concerning the Council or its staff which shall come to the Clerk's hands;
- (v) If any statute, regulation or order confers any functions, or imposes any duties upon a proper officer of the Council, the Clerk shall be the proper officer and carry out those functions and duties except where some other person shall have been duly appointed by the Council as the proper officer, subject, if appropriate, to adjustment in respect of clauses 2 and 3 above.

(11) **INSURANCE (Fidelity Insurance)**

- (a) The Council shall enter into a Fidelity Policy for the purposes of securing the Council against loss in accordance with the requirements of legislation for the time being in force.

- (b) The Council shall enter into a Policy with the Cornhill Insurance Company Limited (or any other insurance company, that shall from time to time be chosen by the Council), to cover the Clerk against accidental personal injury (and personal injury caused by assault and battery), arising from and in the course of her duties.

(12) **INDEMNITY**

The Council hereby indemnifies the Clerk against all claims which may be made against her at any time in respect of any act of omission by the Clerk during the currency of this agreement if either (a) the Council expressly directed the act or omission, or (b) the Clerk's act or omission was reasonably intended for the protection of the furtherance of the interests of the Council.

(13) **REDRESS OF GRIEVANCE**

The Clerk may apply in writing to the Chairman for the time being of the Council for redress of any grievance relating to her employment, or if she is dissatisfied with any disciplinary decision relating to herself, and the Chairman shall report any such application to a duly convened meeting of the Council and the matter shall thereupon be discussed and resolved by the Council after giving the Clerk an opportunity, if she wishes, to explain either personally or by a representative with her, her application orally to the meeting. The Council shall consider any such application in the absence of the public and press. Subject to the provisions of the Scheme of Conditions of Service referred to in 8, if the Clerk shall be dissatisfied with the Council's decision and if any part of the matter brought before the Council under this clause concerns the interpretation of any clauses herein, that part of the dispute shall be referred to in writing jointly to the National Association of Local Councils and the Society of Local Council Clerks and their joint decision shall be binding upon the parties hereto.

(14) **TERMINATION**

- (a) This agreement may be terminated at any time by three calendar months notice thereof in writing given by the Clerk to the Chairman of the Council or given by members of the Council to the Clerk pursuant to a resolution of the Council.
- (b) Upon the termination of this agreement (whether on the death of the Clerk or otherwise) the Clerk or the Clerk's personal representative shall forthwith deliver to the Council or to such person as it may direct all monies, drafts, securities, and chattels belonging to the Council or to which it is entitled together with all deeds, plans, records, letters and other documents belonging to or concerning the business of the Council or which have come into the

possession or custody of the Clerk or the said personal representative on behalf of the Council.

Signature of the Chairman of the Council *Cath Wilkins*
Cath Wilkins.
Signature of the Clerk *Julie Chance*
Julie Chance.
Dated 28/3/05