

TEMPLATE CONTRACT OF EMPLOYMENT FOR LOCAL COUNCILS

INTRODUCTION

This template contract of employment has been drafted for NALC by WorkNest HR. It is intended as a guide to be adapted to each council's circumstances and is not intended to provide legal advice. If councils require legal advice, they can contact their county association. If councils require HR advice they can also contact their county association. We strongly recommend that HR advice is sought by councils in drawing up a contract of employment. Clerks are advised to contact the SLCC for advice. Depending on the nature of the advice needed the council may need to engage their own advisers. WorkNest provides employment support to town and parish councils on a range of employment matters and councils can engage them directly for further support.

Terms and conditions

NALC recommends councils to offer enhanced terms that align with the best practice within the Local Government sector. This best practice is defined by the Green Book terms and conditions.

This template provides information on the statutory minimum provisions under employment legislation to ensure awareness and compliance with at least minimum requirements. Councils have the option to offer enhanced terms and conditions appropriate to their resources and this template shows councils where they might offer enhanced terms with clear recommendations from NALC to show how to align with Green Book terms or wider best practice. If the council wishes to follow NALC's recommendations then we also produce a template contract of employment with the Green Book terms in place to help simplify the process of producing that contract.

Councils also have the option to state in the contract of employment that all terms and conditions will match the Green Book and so those terms may change as part of national bargaining and the council is bound to adopt any future changes. Or councils can choose to mirror the terms in their contracts of employment whilst retaining local discretion over those terms. This template has been written to support councils to do the latter. If the council wishes to sign up to Green Book terms and conditions they should be fully aware of all the terms contained therein and will need to pay a subscription to access that information. Councils can access further information on the Green Book at <https://www.local.gov.uk/local-government-terms-and-conditions-green-book>

The National Joint Council for Local Government Services National Agreement on Pay and Conditions or Green Book terms and conditions are agreed nationally and any changes (such as pay) should be automatically applied to council staff if their contract incorporates Green Book terms. In other words, the salary of a clerk on Green Book terms must be increased in accordance with nationally agreed terms. Green Book terms provide entitlements that are in excess of those set as statutory minimum under employment legislation.

If a council decides to offer enhanced terms and conditions for some staff but not others, care must be taken to ensure the differentiation is not unlawfully discriminatory. It would be unlawfully discriminatory if such a decision favoured one group of staff over another, where that group of staff is protected against unfavourable treatment by the Equality Act. For example, if the pay and benefits for men were better than the pay and benefits for women doing comparable work.

This template contract can be used for any council employee. It is a basic template that may require specific adaptation to ensure the council's interests are protected.

A Council must check that job applicants have the right to work in the UK before it can employ them. It is best practice to obtain the appropriate evidence at the interview stage. See [Gov.Uk](https://www.gov.uk) for more information.

Managers

Recognising that Councils are of varying sizes, where the term manager is used it is recognised this could be the clerk, chief officer, another employee of the council, full council or the staffing committee depending on the situation.

It is good practice to have a clearly identified person who is the responsible 'line manager' or equivalent contact for an employee so that there is clarity on who the employee should report concerns to, who they notify if they are sick or to request leave etc. More often for council employees this may be the clerk/chief officer, and for the clerk this could be the staffing/personnel committee who may nominate a key contact such as the chair for daily matters (such a leave approval/reporting sickness) that cannot wait for a meeting, but can be ratified retrospectively. It is NALCs recommendation that a local council appoints a staffing committee to be responsible for staffing, employment and HR matters.

How to use this template

This document contains a template for the council to edit/complete. There is an accompanying set of guidance notes that the council should refer to, while drafting a contract, to make sure they understand the terms they are committing to in the contract, and they are reflecting what is appropriate for the role and the council. It is strongly recommended that the council considers this document with the accompanying notes and seeks additional HR support when drawing up a contract of employment.

Where there are **[bold square brackets]** the council need to review and complete the appropriate information and so remove the square brackets. The council should ensure they edit the options to reflect the terms they are offering to their employee/s.

This template contract provides a current template that councils can issue to new employees. It is not intended to replace the contracts of existing employees. Any requirement to change the contractual terms of existing employees would require consultation and councils are advised to seek specialist advice before proceeding.

This document has been written with local councils of all sizes in mind. The same employment legislation applies whether you are a large or small local council so the contract and the legislation it cites is applicable if you have one employee or twenty employees. The contract can be used for any member of staff employed by the council.

Changes to this version

The probationary period section has been updated to reflect the anticipated six month probationary period due to commence from 1 January 2027. Councils should be aware that any employee who does not have a final probationary meeting during this period will be confirmed in employment automatically at the end (at the latest one clear week before the end of the six month period).

The Sickness clause has removed references to qualifying dates for Statutory Sick pay

CONTRACT OF EMPLOYMENT

This document sets out your main terms and conditions of employment. It includes the written particulars required by the Employment Rights Act 1996. **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.

Name of Employer:	Edington Parish Council referred to as ‘the Council’ ‘us’ or ‘we’ or ‘our’
Address of Employer:	12 Westbury Road, Edington, Westbury BA13 4QD
Name of Employee:	Malcolm Rayment Wieck referred to as ‘You’
Address of Employee:	12 Westbury Road, Edington, Westbury BA13 4QD
Dated:	13 July 2026

Your employment with the Council is governed by the terms and conditions contained in this agreement which starts from the start date and which supersedes all other agreements whether in writing or otherwise.

This agreement incorporates the provisions contained in any correspondence from us offering you employment and our staff policies. You will comply with any rules, policies and procedures set out in the staff policies. If there is any conflict between the terms of this agreement and the provisions of our staff policies, which do not form part of your contract of employment, the terms of this agreement shall prevail. We reserve the right (to be exercised reasonably) to amend the terms of this agreement and the contents of the staff policies.

1. DATE AND DURATION OF EMPLOYMENT

Your employment under this contract will begin on 13 July 2026 and will continue, subject to the remaining terms of this agreement, until terminated by either party giving the other the required notice as set out in this contract.

2. JOB TITLE

You are employed as **Clerk to The Council/Responsible Finance Officer (RFO)**

3. DUTIES

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

The list of duties in the job description is not contractual and not to be regarded as exclusive or exhaustive. The Council may, at its discretion, require you to perform additional or other duties, either instead of, or in addition to, your normal duties; and may amend your job description.

The Council requires the highest standards from you in your performance at work and your general conduct and in particular you must:

- i. unless prevented by incapacity, devote the whole of your working time, attention and abilities to the business of the Council;
- ii. diligently, honestly and ethically perform such duties as may from time to time be assigned to you by the Council;
- iii. conduct your personal and professional life in a way which does not risk adversely affecting the Council's standing and reputation;
- iv. comply with all reasonable and lawful directions given to you by the Council;
- v. report your own wrongdoing to the chair and vice chair of the Council immediately on becoming aware of it.
- vii. consent to the Council monitoring and recording your use of the Council's electronic communications systems for the purpose of ensuring that the Council's rules are being complied with and for legitimate business purposes.

The council reserves the right to make reasonable changes to any of your terms of employment. You will be notified in writing of any change as soon as possible and in any event within one month of the change.

4. PLACE OF WORK

You will be based at your home address 12 Westbury Road, Edington which is your normal place of work.

During your employment with us you may be required to travel to attend courses and training sessions. You will not be required to work outside of the United Kingdom.

5. WORKING HOURS

Your normal working hours total an average of 7 per week

We reserve the right to amend these hours as may be reasonably required subject to consultation with you.

6. TRAINING

During your employment, we will cover out of pocket expenses incurred in relation to your attendance at any NALC, WALC or SLCC training events in connection with the ongoing work of parish councils that you would wish to attend.

7. PAY AND BENEFITS

You will be paid an hourly rate in accordance with the National Joint Council for Local Government Services Annual Pay agreements spinal column point 22 and your salary will be payable annually in arrears on or about 25th March each year directly into your bank. Your salary will be reviewed annually and may be increased from time to time at the Council's discretion.

You will also be entitled to an annual expenses payment of £200 to cover travel, any postages, use of your telephone and any printing and computer expenses incurred and the use of your home as the parish council office

8. EXPENSES

The Council will reimburse you over and above your annual expenses payment of £200 when additional expenditure for travel, meals or overnight accommodation is incurred in the performance of the Council's business, provided the expenditure has been authorised in advance, receipted and approved in accordance with the Council's expenses policy. You shall abide by our policies on expenses as communicated from time to time.

9. HOLIDAY ENTITLEMENT AND PAID LEAVE

It is not anticipated that holiday entitlement will affect your working arrangements but in the event of any holiday or other potential cause for absence you will raise it at a Council meeting at the earliest opportunity with a view to the Council agreeing a different day for its meeting.

10. PERFORMANCE AND DEVELOPMENT REVIEW

You will receive an annual performance and development review

11. ABSENCE FOR SICKNESS OR INJURY

In the event of sickness or injury you will notify the Chair and vice Chair of your potential non availability

12. GRIEVANCE PROCEDURE

If you have a grievance relating to your employment, you should raise this with the chair and vice chair of the Council in the first instance.

13. DISCIPLINARY RULES AND PROCEDURE

In considering any disciplinary issues it is recognised by the Council that what you do is based on your desire "to do something for the village" which has been your home for many years but that you should be properly paid for the work you do for the Council. It is anticipated that any disciplinary issues will be discussed in an atmosphere of friendliness and co operation with it further being anticipated that it would be resolved amicably.

14. NOTICE

If you do wish to terminate your employment then the Council would ask that you give at least 3 months notice preferably ending at the end of a financial year

Notice given by us will be 3 months

15. OBLIGATIONS ON TERMINATION

On termination of your contract with us, you will:

- i. Immediately return (or arrange to be collected) all property and information belonging to us in your possession or under your control, including but not limited to login details

and passwords for internal databases and IT systems or externally held software, apps, databases, websites etc.

- ii. Irretrievably delete any information relating to us which is in your control outside our premises.
- iii. If requested, provide a signed statement that you have fully complied with your obligations under this clause together with such reasonable evidence of compliance that we may request.

16. CONFIDENTIALITY

During your employment you will have access to and will use and otherwise handle 'Confidential Information' to do your job properly. By 'Confidential Information', we mean any information or matter about the business or affairs of the Council or any of its business contacts, or about any other matters which may come to your knowledge in the course of your employment, and which is not in the public domain or which is in the public domain as a result of your breach of this agreement. It may, but will not necessarily, be in a recorded format (usually hard copies or electronically).

You must not (unless in the proper course of your work and/or with our express prior authorisation or in the situations outlined in this clause) use Confidential Information, make or use copies of Confidential Information, or disclose Confidential Information to anyone or any entity. That obligation applies during your employment and after it has ended.

You must do everything reasonable to protect Confidential Information and must tell us straightaway if you know or suspect that Confidential Information has been leaked and/or is being used outside our organisation or inappropriately inside our organisation. You should not make assumptions about sharing of confidential information with other employees. If in doubt, you should consult your line manager.

All Confidential Information belongs to us, and you must return it (including copies) to us when requested during your employment or when your employment ends. You will need to confirm that you have safely and securely deleted all versions and copies. We may withhold any salary or other sum due to you until such time as all confidential information has been returned to us. These provisions on Confidential Information do not affect your right to make a protected disclosure as defined by the *Employment Rights Act 1996* (see our Whistleblowing Policy), or your duty to disclose Confidential Information if the law or a regulatory obligation requires that.

17. DATA PROTECTION

As part of our administrative and management processes, the Council will need to collect and process personal data relating to you in accordance with data protection legislation in force at the time. Details of what we will collect and process are set out in the Data Protection Policy and our 'Employee Privacy Notice'.

You must familiarise yourself with our Data Protection Policy and comply with the Council's data protection policy when handling any personal data in the course of your employment. If you do not comply with it, we may treat that failure as a disciplinary issue and, in serious cases, gross misconduct.

18. CHANGE TO TERMS AND CONDITIONS OF EMPLOYMENT

This agreement sets out everything we have agreed. You and we are entering into it on the basis that no discussions we have had, representations made, previous agreements reached, or understandings we have come to are relevant to this agreement, or are to be relied on, unless they are recorded in it.

Care has been taken to prepare this agreement, and neither you nor we will have a claim for innocent or negligent misrepresentation or negligent misstatement in respect of its contents (but that doesn't exclude liability for fraud).

This contract may be altered by us in writing at any time after the date of signing and after consultation with you.

Where changes to the terms set out in this statement occur by agreement (negotiation) with you, you will be informed of these by means of a written statement of change which you will be issued within one month of the change. Changes to non-contractual policies, rules and procedures will be notified to you with one month's notice.

I have read and understood the above clauses and accept the offer of employment on these terms.

SIGNED

DATE

.....
for and on behalf of Edington Parish Council

I accept the terms and conditions of my employment as set out above.

SIGNED

DATE

.....
Employee