

CONTRACT OF EMPLOYMENT

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

THE EMPLOYER::

THE EMPLOYEE:

DATE OF ISSUE: [] 2011

1.

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COMMENCEMENT DATE

- 1.1 Your employment with [] Council began on (“the commencement date”).

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

4. PROBATION

- 4.1 Your appointment is subject to satisfactory completion of a probationary period of not less than 13 weeks.

5. JOB TITLE

- 5.1 You are employed as [].

6. JOB DUTIES

- 6.1 You are expected to perform all duties which may be required of you as set out in the attached job description.
- 6.2 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.

7. DECLARATION OF OTHER EMPLOYMENT

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

8. PLACE OF WORK

Working from the Council's premises

8.1 Your usual places of work are:

The Council's office address

Address of the venue for the Council's meetings

Address of the venue for meeting the public.

OR

Working from home

8.1 Your usual places of work are:

Home address

Address of the venue for the Council's meetings

Address of the venue for meeting the public.

9. SALARY

9.1 Your salary is £[] per annum being the current salary point [] within the [] range in scale [] as set out in the 2004 National Agreement on Salaries and Conditions of Service of Local Council Clerks in England and Wales.

THEN EITHER

- 9.2 You have been appointed to a single salary point and the Council will review your salary annually on the anniversary of your appointment.

OR

- 9.2 Subject to satisfactory performance, you will progress automatically through the range [] in salary scale [] by annual increments until you reach the maximum salary in the range. Your first increment will be payable on 1st April [] (year) 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 appraisal, or award an additional increment for exemplary performance if it chooses to do so.

- 9.3 One salary point will be added to your salary, up to a maximum of four points, for success in obtaining or already holding any of the following relevant qualifications:

- The Certificate in Local Council Administration

- Certificate of Higher Education in Community Engagement and Governance - Level 1 or equivalent qualification previously awarded by the University of Gloucestershire
- the Certificate of Higher Education in Community Engagement and Governance or equivalent qualification previously awarded by the University of Gloucestershire
- the Diploma in Higher Education in Community Engagement and Governance or equivalent qualification previously awarded by the University of Gloucestershire
- BA (Hons) Degree in Community Engagement and Governance or equivalent qualification previously awarded by the University of Gloucestershire.

9.4 Your salary will be paid to you by cheque or bank transfer to your bank or Building Society on [] of each month.

10. EXPENSES

10.1 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.

- 10.2 The Council shall reimburse you for other expenses which may include 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.
- 10.3 You will be provided with a copy of the Council’s expenses policy.

For employees working at home

- 10.4 Expenses may include any of the following:
- 10.4.1 Purchase or use of office equipment
 - 10.4.2 Purchase of office consumables
 - 10.4.3 Connection, rental or use of telephone line and Internet/broad band
 - 10.4.4 A sum to take into account the use of space, lighting, heating and electricity due to working from your home.

11. WORKING AT HOME – INSURANCE

- 11.1 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 at your home.
- 11.2. You shall provide the Council with evidence that you have the correct insurance cover for the circumstances set out in clause 11.1.

The Council shall pay for any additional insurance premiums arising from the arrangements for working at home set out in clause 11.2.

12. APPRAISAL

12.1 You will receive an annual appraisal.

13. HOURS OF WORK

13.1 You are required to work [] hours per week from [] to [].

14. ADDITIONAL HOURS

For employees who are paid at or below salary point 28

14.1 If you work more than your normal working hours, then subject to the Council's approval, you will be reimbursed at the appropriate NJC rate for these hours or you may take time off in lieu at a time to be agreed between you and the Council.

OR

For other employees

14.1 If you work more than your normal working hours, then subject to the Council's approval, you may take time off in lieu at a time to be agreed between you and the Council.

15. ANNUAL LEAVE

15.1 Subject to clause 2.2 of the contract, 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).

15.2 In addition to normal bank and public holidays, you will be entitled to two extra statutory days.

15.3 Your leave entitlement will increase to 25 working days per year (pro rata for part time employees) when you have five years' continuous service immediately prior to the commencement of the leave year.

15.4 If your 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 for any leave taken in excess of your entitlement.

- 15.5 Annual leave must be taken at times agreed with the Council. You may carry forward up to 5 days' leave into the following leave year, subject to the approval of the Council.

16. SICKNESS ABSENCE

- 16.1 If you are absent from work on account of sickness or 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.
- 16.2 You will be provided with a copy of the Council's sickness absence policy.
- 16.3 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 on your condition 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.

17. SICK PAY

17.1 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, as follows:

- | | |
|--|--|
| during 1st year of service | • one month's full pay and (after completing 4 months' service) 2 months' half pay |
| during 2 nd year of service | • 2 months' full pay and 2 months' half pay |
| during 3 rd year of service | • 4 months' full pay and 4 months' half pay |
| during 4 th & 5 th - year of service | • 5 months' full pay and 5 months' half pay |
| after 5 years' service | • 6 months' full pay and 6 months' half pay |

18. MATERNITY /PATERNITY /ADOPTION LEAVE

18.1 Your entitlement to maternity/paternity/adoption leave is as set out in the relevant legislation.

19. INJURY OR ASSAULT

19.1 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.

20. PENSIONS

20.1 The Council is a member of the Local Government Pension Scheme, which operates a contributory pension scheme which you are entitled to join. You have been provided with details in the booklet provided. There is in force a contracting out certificate for the purposes of the Pensions Scheme Act 1993 stating that the employment is contracted-out employment.

21. NOTICE OF TERMINATION OF EMPLOYMENT

During probationary period

21.1 Either party may terminate the contract by giving one week's notice in writing.

After completion of probationary period

- 21.2 The length of notice which you are obliged to give to the Council to terminate your employment is one month in writing.
- 21.3 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.
- 21.4 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.

22. DISPUTE RESOLUTION

- 22.1 You have been provided with a copy of the Council's grievance and disciplinary procedures.
- 22.2 If you have a grievance arising from your employment, you should raise it with [the Chairman of the Council/Chairman of the Staffing Committee]. If you are dissatisfied with any disciplinary decision made against you, you should raise it with [the Chairman of the Council/ Chairman of the Staffing Committee].

23. HEALTH AND SAFETY

- 23.1 You have a duty to ensure the health and safety of yourself and others. You must also co-operate with the Council so that it can comply with its health and safety obligations.
- 23.2 You will be given a copy of the Council's Health and Safety Policy.

24. EQUAL OPPORTUNITY POLICIES

- 24.1 You must comply with the Council's Equal Opportunity Policies. You will be given a copy of these Policies.

25. TRAINING AND DEVELOPMENT

25.1 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. Where the Council considers it necessary, it shall give you reasonable paid time off for study.

26. INDEMNITY

26.1 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 [] Council

Signed:

Dated:

.....

.....

Name:

.....

SPECIMEN JOB DESCRIPTION –

CLERK TO THE COUNCIL

Overall Responsibilities

The Clerk to the Council/Town Clerk will be the Proper Officer of the Council and as such is under a statutory duty to carry out all the functions, and in particular to serve or issue all the notifications required by law of a local authority's Proper Officer. *The Clerk will be totally responsible for ensuring that the instructions of the Council in connection with its function as a Local Authority are carried out. *The Clerk is expected to advise the Council on, and assist in the formation of, overall policies to be followed in respect of the Authority's activities and in particular to produce all the information required for making effective decisions and to implement constructively all decisions. The person appointed will be accountable to the Council for the effective management of all its resources and will report to them as and when required. *The Clerk will be the Responsible Financial Officer and responsible for all financial records of the Council and the careful administration of its finances.

1. To ensure that statutory and other provisions governing or affecting the running of the Council are observed.
2. To monitor and balance the Council's accounts and prepare records for audit purposes and VAT. * Or to monitor the work of a designated other officer designated the Responsible Financial Officer.
3. To ensure that the Council's obligations for Risk Assessment are properly met.
4. To prepare, in consultation with appropriate members, agendas for meetings of the Council and Committees. To attend such meetings and prepare minutes for approval. *Other than where such duties have been delegated to another Officer.
5. *To attend all meetings of the Council and all meetings of its committees and sub-committees. *Other than where such duties have been delegated to another Officer.
6. *To receive correspondence and documents on behalf of the Council and to deal with the correspondence or documents or bring such items to the attention of the Council. To issue correspondence as a result of instructions of, or the known policy of the Council.

7. To receive and report on invoices for goods and services to be paid for by the Council and to ensure such accounts are met. To issue invoices on behalf of the Council for goods and services and to ensure payment is received.
8. *To study reports and other data on activities of the Council and on matters bearing on those activities. Where appropriate, to discuss such matters with administrators and specialists in particular fields and to produce reports for circulation and discussion by the Council.
9. To draw up both on his/her own initiative and as a result of suggestions by Councillors proposals for consideration by the Council and to advise on practicability and likely effects of specific courses of action.
10. To supervise any other members of staff as their line manager in keeping with the policies of the Council and to undertake all necessary activities in connection with the management of salaries, conditions of employment and work of other staff.
11. To monitor the implemented policies of the Council to ensure they are achieving the desired result and where appropriate suggest modifications.
12. To act as the representative of the Council as required.

- 13.** To issue notices and prepare agendas and minutes for the Parish Meeting: to attend the assemblies of the Parish Meeting and to implement the decisions made at the assemblies that are agreed by the Council.
- 14.** To prepare, in consultation with the Chairman, press releases about the activities of, or decisions of, the Council.
- 15.** To attend training courses or seminars on the work and role of the Clerk as required by the Council.
- 16.** To work towards the achievement of the status of Qualified Clerk as a minimum requirement for effectiveness in the position of Clerk to the Council.
- 17.** To continue to acquire the necessary professional knowledge required for the efficient management of the affairs of the Council: Suggested is membership of your professional body The Society of Local Council Clerks.
- 18.** To attend the Conference of the National Association of Local Councils, Society of Local Council Clerks, and other relevant bodies, as a representative of the Council as required.