



CONTRACT OF EMPLOYMENT AND JOB DESCRIPTION

BLEADON PARISH COUNCIL And xxxxxxx

PARISH CLERK AND RESPONSIBLE FINANCE OFFICER

1. Introduction

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

Your employment on a permanent basis subject to paragraph 1.3 below, will commence on xxxxxx.

- 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 Confirmation of the appointment will be subject to satisfactory completion of a period of probationary service of not less than **six months** at which point you will be given an appraisal and the contract made permanent. During any such period of service you would be expected to establish your suitability for the post.

Commented [LS1]: I would recommend 6 months given that none of the shortlisted candidates have PC specific experience

2. Previous 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. Job Title and Description

The title of the job for which you are employed is Clerk and Responsible Finance Officer to Bleadon Parish 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.

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 seek permission from the Personnel Committee for 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 and Responsible Finance Officer to the Council.

5. Place of Work

Your usual place of work is: xxxxxx

6. Salary

6.1 Your salary will commence at salary point 24 within the range 24 to 28 in scale LC2 as set out in the 2004 National Agreement on Salaries and Conditions of Service of Local Council Clerks in England and Wales and Annex 1 of NJC pay scales 2022/2023. This figure is calculated by pro-rata reference to the standard working week for local government staff of 37 hours. In this case a full-time salary of £31,099 equates to a part time salary of £15,129.24 annually, £1,260.77 a month, £290.95 for a 18-hour week, £16.60 per hour.

6.2 You have been appointed to salary point 24 and the Council will review your salary annually on the anniversary of your appointment / in April of every financial year.

6.3 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).

6.4 Your salary will be paid by BACs/standing order at monthly intervals.

7. Expenses

7.1 The Council shall reimburse you at NJC rates in force at the time for mileage incurred in the performance of Council business ("mileage expenses"), other than from home to Bleadon, provided that mileage expenses have been approved by the Council.

7.2 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.

7.3 You will be provided with a copy of the Council's expenses policy.

7.4 Working from home expenses may include any of the following:

- Purchase or use of office equipment
- Purchase of office consumables
- Connection, rental or use of telephone line and Internet/broad band
- A sum to take into account the use of space, lighting, heating and electricity due to working from your home

8. Working from Home – Additional Clauses

Your usual places of work are:

Home address

Address of the venue for the Council's meetings: Coronation Hall / Church Rooms Bleadon.

Address of the venue for meeting the public: Bleadon Café, Purn Way, Bleadon.

8.1 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.

8.2 You shall provide the Council with evidence that you have the correct insurance cover for the circumstances set out in clause 8.1. The Council shall pay for any additional insurance premiums arising from the arrangements for working at home set out in clause 8.2

9. Appraisal

After a six-month probation period, you will receive an Annual 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

Commented [LS2]: Financially it makes sense to do it every April given this is when the new NJC scales will kick in and any % increases. So you could do probation until Feb and then full year on njc scale 24.

provided to ensure that agreed standards of performance are reached in a reasonable agreed time frame.

10. Hours of Work

- 10.1** Your hours of work are 18 hours per week spread over at least 3 days of the working day week.
- 10.2** 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.
- 10.3** 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.

11. 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.

A maximum of 2 hours a week or 8 hours a month additional hour worked over and above the normal working week of 18 hours servicing the Council and its committees or external events, will be reimbursed as paid overtime at the normal rates or time off in lieu at a time agreed between you and the Council.

It is not anticipated that additional hours will be required therefore if overtime is necessary for 3 months consecutively then this will trigger an employment committee meeting to discuss the necessity of this overtime and where the council can support in lessening this.

12. Annual Leave

- 12.1** The calculation of your annual leave commences from the first day of your employment. You are entitled, in addition to the normal bank, public holidays, and two extra statutory days to 21 working days' leave in each leave year (pro rata for part time employees).
- 12.2** Your leave entitlement will increase to 25 working days per year (pro rate 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.
- 12.3** 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.
- 12.4** Leave must be taken at times agreed with two members of the Parish Council to include either the Chairman or Vice-Chairman. By mutual agreement no more than five days' leave may be carried forward to the next leave year.
- 12.5** 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.

13. Sickness Absence

- 13.1** 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.

Commented [LS3]: Up to you but this allows for 1 meeting a week.

- 13.2** In respect of absence lasting up to seven calendar days, you are required to inform the Chairman/Vice-Chairman and self-certify your absence.
- 13.3** 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.
- 13.4** 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.

- 13.5** 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.
- 13.6** 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.
- 13.7.** 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.

14 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 months full pay and 2 months half pay.
during 3rd year of service	4 months full pay and 4 months half pay.
during 4th & 5th 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.

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

15. Maternity/Paternity/Adoption Leave

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

16 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.

17 Pension

The Council will become a member of the NEST Pension Scheme under the 2010 to 2015 government policy: automatic enrolment in workplace pensions. You will be enrolled in a NEST pension.

Commented [LS4]: This is what we use. A clerk might come in with a current pension so this will need to go on full council agenda in august.

18. Notice of Termination of Employment

During probationary period

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

After completion of probationary period of 6 months

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

18.3 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.

18.4 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.

19. Grievance and Discipline – Dispute Resolution

19.1 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.

19.2 Redress of Grievance

You must apply in writing to the Chairman of the Council for redress of any grievance relating to your employment and/or any disciplinary decision applied to you. The Chairman 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.

19.3 Disciplinary Rules

Before any disciplinary action is taken by the Council, a notice in writing giving details of the matter, either signed by the Chairman 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 documentation given to you.

20. Health and Safety Regulations, Other Legislation & Council Policies

20.1 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.

20.2 You will be given a copy of the Council's Health and Safety Policy.

21. Equal Opportunity Policies

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

22. 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.

23. Indemnity

The Council undertakes to indemnify you against any actions of commission or omission that are authorised by the Council

24. Data Protection

For the purposes of the Data Protection Act 1998 you consent to the processing of all or any personal data relevant to your employment. Processing includes but is not limited to obtaining, recording, using and holding data.

Signed: Dated:

Chair of the Parish Council

Signed: Dated:

Parish Clerk and Responsible Finance Officer

Appendix 1

BLEADON PARISH COUNCIL JOB DESCRIPTION - PARISH CLERK

1. To ensure that legal, statutory and other provisions governing or affecting the running of the Council are observed, including but not confined to –
 - Full compliance with the Local Government Act 1972 and all subsequent legislation.
 - Maintenance of records of members' interests and provision of details thereof to the District Monitoring Officer.
 - To provide appropriate responses to members of the public making requests under the terms of the Freedom of Information Act, including complying with the requirements of the Data Protection Act.
2. To prepare, in consultation with appropriate members, agendas for meetings of the Council and its Committees and the Annual Parish Meeting; to attend such meetings and prepare minutes for approval; to ensure notices of all meetings and other relevant documents are posted on the parish notice boards as necessary; to issue summonses to Council/Committee Members required to attend meetings of the Council/Committees; to implement Council decisions.
3. Using Scribe to maintain, monitor and balance the Council's accounts and prepare records for audit, tax, NI and VAT purposes as necessary.
4. To ensure that the councils' obligations for Risk Assessments are properly met.
5. To receive and report on invoices for goods and services to be paid 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.
6. To ensure that the Council's insurance obligations are properly met.
7. To receive correspondence and documents on behalf of the Council and to deal promptly and appropriately with them including bringing relevant items to the attention of the Council.
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 maintain an awareness of all the activities of the Council and its Committees. To prepare 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 and where possible advise of potential initial and ongoing/maintenance costs.
10. To monitor the approved policies of the Council to ensure they are achieving the desired result and where appropriate suggest modifications.
11. To prepare specifications and invite tenders from contractors for works to be carried out on behalf of the Council. To report to the Council on tenders received and place instructions as directed by the Council. To ensure that the contract works are carried out in accordance with the specification.

12. To maintain the Council's records (including the Asset Register and Maintenance Schedule) and to make provision for the safe-keeping in secure but accessible custody of all deeds, plans, records, letters, writings and other documents of or concerning the Council which shall come into the hands of the Clerk.
13. To manage the Allotments and maintain all associated records.
14. To manage the Council's website, ensuring that it is kept up to date and that all agendas, minutes and other documents are published on it in a timely fashion.
15. To provide a two hour drop in, (hours and location agreed by the Council), to provide a one-stop service point for Councillors and members of the public requiring information on local authority services.
16. To act as a representative of the Council, including attending meetings and conferences as may be necessary for the proper discharge of the duties of the Clerk or as the Council may reasonably require, and to liaise with groups and organisations in the village including parishioners.
17. To prepare, in consultation with the council, press releases about the activities of, or decisions of, the Council.
18. To attend training courses and conferences as required by the Council and as appropriate to further the knowledge and experience of the Clerk.
19. To continue to acquire the necessary professional knowledge required for the efficient management of the affairs of the Council by working towards a Certificate in Local Council Administration.
20. To maintain an awareness of, and actively pursue external sources of funding for Council projects.
21. To undertake other tasks that arise that could reasonably be considered as part of the Clerk's duties.