



**MODEL CONTRACT OF EMPLOYMENT
AND JOB DESCRIPTION**

**AGREED BETWEEN
THE NATIONAL ASSOCIATION OF LOCAL COUNCILS AND
THE SOCIETY OF LOCAL COUNCIL CLERKS**

HEPTONSTALL PARISH COUNCIL

CONTRACT OF EMPLOYMENT and JOB DESCRIPTION

ROGER M GREENWOOD : CLERK to the COUNCIL

1. Introduction

1.1 This statement sets out particulars of your terms and conditions of employment with [Heptonstall Parish Council](#) operative, which are required to be given to you by law.

Your employment commenced on [31 May 1963](#).

1.2 The Scheme of Conditions of Service of the National Joint Council for Local Government Services (the 'Green Book') applies to your employment as amended by this contract.

1.3 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.

2. Previous Service

Your employment with any other public employer as set out in the NJC agreement will be considered as part of a continuous period of employment with the Council for the purposes of your contract of employment.

3. Job Title

The title of the job for which you are employed is [Clerk to the Heptonstall Parish Council](#) under the provisions of the LGA 1972 s. 112 (1).

The duties of the post are set out in the job description attached to this contract.

4. Declaration of Other Employment

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.

5 Place of Work

Your usual place of work is [The Mallards, Underbank, Hebden Bridge, HX7 6PP](#).

6 Salary

6.1 Your salary is in accordance with the current [NJC salary point 23](#) plus and (*if part-time*) is calculated by pro-rata reference to the standard working week for local government staff of 37 hours.

6.2 Subject to satisfactory performance, you will progress automatically 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. The Council may withhold an increment if it is considered that performance fell below the level expected, following an annual review, or award an additional increment for exemplary performance if it chooses to do so.

7 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).

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

9. Expenses

9.1 Any travel, mileage, 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.

10. Clerks Working From Home – Additional Clauses

10.1 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.

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

10.2.1 The Council will reimburse all telephone/fax call expenses incurred on a private line against an itemised account, in addition to telephone rental and internet access expenditure.

10.2.2 The Council will pay an agreed sum to take into account the use of space, lighting, heating and electricity due to working from the private premises of the Clerk to the Council.

10.2.3 The Council will provide a dedicated computer or pay an agreed sum on a quarterly basis to include depreciation for the use of a private computer belonging the Clerk to the Council.

10.2.4 The Council will pay for all necessary computer software or upgrades required for the Clerk to the Council to fulfil the duties required by the Council.

10.3 The Council agrees to fully indemnify the Clerk to the Council for both Employers and Public Liability Insurance for working from their own premises or any additional premium required by the Clerk to the Council's own insurance.

10.4 You will make yourself available to members of the public during agreed hours at the designated address or alternatively at other accessible premises designated by the council.

11. Hours of Work

11.1 Your hours of work are 7 hours per week.

12. 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.

Exceptional additional hours required to be worked must be approved by the Council.

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.

13.2 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.

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 certificate to cover any subsequent period of absence.

13.4 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.

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 to be examined by an independent Medical Examiner of the Councils choosing in the event of prolonged illness in excess of three months

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 disability) you will be

entitled to receive an allowance in accordance with the following scale:

during 1st - year of service	one months 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

15.1 Under the provisions of the Employment Act 2002 you will be entitled to apply for Maternity/Paternity/Adoption leave.

16 Injury or Assault

In the event of injury or assault at work, or on Official Duty, leading to incapacity or death, insurance payments will be made to the nominated next-of-kin.

17 Death in Service

In the event of your death in service any salary, pension or gratuities due to you will be paid to your nominated next-of-kin.

18 Notice of Termination of Employment

18.1.1 The length of notice which you are obliged to give to the Council to terminate your employment is one month during the first four years of your employment and thereafter the notice you will expected to give will be that to which is required by law. (*12 Weeks*)

18.1.2 The length of notice which you are entitled to receive from the Council to terminate your employment is four weeks until you have been continuously employed for four years and thereafter 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.

18.1.3 Upon or within one month of termination of your employment 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 medication 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 of Disciplinary hearing.

19.3 Disciplinary Rules

Before any disciplinary action is taken by the Council, a notice in writing giving details of the matter, signed by the Chairman and authorised by the Council, 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 are expected to familiarise yourself with all relevant Regulations, Legislation and Policies applying to or made by the Council and ensure that you comply with and ensure others comply with these as required.

21 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.

22 Indemnity

22.1 The Council undertakes to indemnify its officers against any actions of commission or omission that are made in good faith on behalf of the Council.

Signed:.....Dated:-.....
Chairman of the Council

Signed:-.....Dated:.....
Clerk to the Council

Appendix 1

JOB DESCRIPTION – CLERK TO HEPTONSTALL PARISH 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.

Specific Responsibilities

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.
3. To ensure that the Council's obligations for Risk Assessment and to ensure 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.
5. To attend all meetings of the Council and all meetings of its committees and sub-committees.
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 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 monitor the implemented policies of the Council to ensure they are achieving the desired result and where appropriate suggest modifications.
11. To act as the representative of the Council as required.
12. 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.
13. To prepare, in consultation with the Chairman, press releases about the activities of, or decisions of, the Council – where no member is appointed to the task of Publicity Officer.
14. To attend training courses or seminars on the work and role of the Clerk as required by the Council.
15. 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.
16. 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.
17. 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.

If any statute, regulation or order confers any functions, or imposes any duties, upon a Proper Officer of the Council, the Clerk to the Council shall be the Proper Officer for these purposes.

18/02/05