CONTRACT OF EMPLOYMENT
AND JOB DESCRIPTION

AGREED BETWEEN

SOUTH STOKE PARISH COUNCIL
-and-
xxxxxxxxxxxxx

CONTRACT OF EMPLOYMENT and JOB DESCRIPTION –

CLERK and RESPONSIBLE FINANCIAL OFFICER to the COUNCIL

1. Introduction

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

Your employment commenced on 1st January 2026.

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 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 and Responsible Financial Officer to the South Stoke 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 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 and Responsible Financial Officer to the Council.

5. Place of Work

Your usual place of work is: Home Working

6. Salary

6.1 Your salary is in accordance with the current **NJC salary point LC1 Scale Point 17** and is calculated by pro-rata reference to the standard working week for local government staff of 35 hours.

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

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 Bank Online Payment at monthly intervals by the last working Thursday of the month.

9. Expenses

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

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10. Working From Home

10.1.1 The Council undertakes to meet the cost of ensuring that any Health and Safety regulations conditions are met.

10.1.2 The Council will reimburse all expenses incurred by you in the discharge of the duties 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 broadband/telephone/fax call expenses incurred on a private line against an itemised account.

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

10.3 The Council agrees to fully indemnify the Clerk and Responsible Financial Officer to the Council for both Employers and Public Liability Insurance for working from their own premises or any additional premium required by the Clerk and Responsible Financial Officer 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. 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 seek to ensure that necessary training, mentoring and support is provided to ensure that agreed standards of performance are reached in a reasonable agreed time frame.

12. Hours of Work

Your hours of work are 30 hours per month which can worked flexibly to meet your needs and those of the Council such as attendance at meetings.

13. 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.

14 Annual Leave

14.1 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 for part time employees). The leave year runs from 1st April to 31st March.

14.2 Your leave entitlement will increase to twenty-five working days per year (pro rata 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.

14.3 In addition to normal bank and public holidays, you will be entitled to two extra statutory days (the timing of these extra-statutory holidays will be by mutual arrangement and must be taken at times convenient to the Council).

14.4 If you join the Council from another authority or other qualifying public body, your previous service will be taken into account in calculating your holiday entitlement.

14.5. 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.

14.6. 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.

14.7. 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 your self or medical certificate and further annual leave will be suspended from that date.

15. Sickness Absence

15.1 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.

15.2 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.

15.3 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.

15.4 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.

15.5 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.

15.6 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.

15.7. 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.

16 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 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.

17. Maternity/Paternity/Adoption Leave

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

18 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.

19. Notice of Termination of Employment

During probationary period

19.1 Either party may terminate the contract of employment by giving 1 weeks notice in writing.

After completion of probationary period

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

19.3 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.

19.4 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.

21. Grievance and Discipline – Dispute Resolution

21.1 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.

21.2 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.

21.3 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.

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

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.

23. 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.

24. Indemnity

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 and Responsible
Financial Officer to the Council

Appendix 1

JOB DESCRIPTION –
CLERK TO THE COUNCIL

Overall Responsibilities

The Clerk to the Council 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

The Clerk

The Clerk is the Council's executive officer and shall attend to the business of the Council as it requires; specific duties shall be as follows:

1. To ensure that legal, statutory and other provisions governing of affecting the running of the Council are observed.
2. To advise the Council on and assist in the formulation of policy; to produce information for making effective decisions and to implement decisions.
3. To prepare and issue agendas for meetings of the Council and to prepare minutes of meetings.
4. Under the direction of the Council, to supervise custody of the Council's documents, books and records.
5. To attend meetings as a representative of the Council.
6. To arrange and issue notices, and prepare agendas and minutes, for the parish meeting.
7. To liaise with the District Councilor.
8. To give a copy of the Standing Orders and the New Model Code of Conduct to each person on first becoming a member of the Council.
9. 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.
10. To prepare, in consultation with the Chairman, press releases about the activities of, or decisions of, the Council.
11. To attend training courses or seminars on the work and role of the Clerk as required by the Council.
12. 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.

13. To continue to acquire the necessary professional knowledge required for the efficient management of the affairs of the Council.
14. To attend the Conference of the National Association of Local Councils, Society of Local Council Clerk's, and other relevant bodies, as a representative of the Council as required.

Responsible Financial Officer

The Clerk shall be the Council's Responsible Financial Officer: he/she shall be responsible for the administration of the Council's financial affairs and duties in this capacity shall be as follows:

1. To make a financial report to each routine meeting of the Council; to cover budget monitoring, bank balances, outstanding receipts, and other relevant matters.
2. To prepare a draft budget detailing estimated income and expenditure for the following financial year, including the proposed precept; and to submit it for approval to the Council's January meeting.
3. To submit the approved precept to the District Council by the due date.
4. To keep a record of all receipts and payments in a form approved by the Council; and to ensure that all transactions are entered promptly therein.
5. To ensure that any money due to the Council is billed (where appropriate) and collected promptly.
6. To manage cash flow and bank transfers; maintaining an adequate credit balance in current account, placing surplus funds on deposit.
7. To claim repayment of VAT annually.
8. To control payments by cheque, and to ensure the Council's approvals thereof.
9. To arrange for internal audit as agreed by the Council.
10. To prepare and balance financial accounts in accordance with The Accounts and Audit Regulations in force; and to obtain Council's approval thereof.
11. To produce all necessary documentation for internal audit and external audit as required by The Regulations and Auditor; and to comply with the public notice requirements.
12. To manage insurance risk as agreed by the Council; and to report annually to Council on the insurance risk covered.
13. To keep a list of the Council's property and assets.