



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

**CONTRACT OF EMPLOYMENT
AGREED BETWEEN**

COLTON PARISH COUNCIL and AMANDA LANE

FOR THE POST OF

CLERK AND RESPONSIBLE FINANCIAL OFFICER to the COUNCIL

Version: 12th September 2011

1. Introduction

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

Your employment commenced on 1st December 2007.

- 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 Colton 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 & Responsible Financial Officer to the Council.

5. Place of Work

Your usual place of work is: Lilac Cottage, Oxen Park, Ulverston LA12 8HG

6. Salary

6.1 Your salary is in accordance with the current NJC salary scale, starting at point 15 - £8.041 per hour - and 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 was paid on 1st December 2008 and thereafter will be paid on the 1st December each year until you reach the maximum of the scale.

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 cheque quarterly.

6.5 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.

7. Working From Home – Additional Clauses

7.1 If the Council requires that your office, for the purposes of the Council, is your own home, then it will carry out a Risk Assessment to check the accommodation to ensure that Health and Safety regulations are met. The Council undertakes to meet the cost of ensuring that these conditions are met.

7.2 The Council will reimburse all expenses incurred by you in the discharge of the duties that are approved by the Council.

- 7.3** The cost of all stationery and consumables and computer consumables against vouchers/invoices submitted to the Council will be reimbursed. The Council will reimburse all telephone/fax call expenses incurred on a private line against an itemised account.
- 7.4** 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.
- 7.5** 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 to the Clerk to the Council.
- 7.6** 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.
- 7.7** 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.

8. Hours of Work

Your hours of work are approximately 10 hours per week, to be arranged flexibly to meet the requirements of the council work.

9. Additional Hours

If you are required to work more than your normal working hours servicing the Council and its working groups or external events, you will be reimbursed at the normal NJC rate for these hours.

Additional hours worked over and above the normal working week of 10 hours servicing the Council and its committees or external events, will be reimbursed as Paid Overtime at the normal rates or you may take time off in lieu at a time agreed by you and the Council. Exceptional additional hours required to be worked must be approved by the Council.

10 Annual Leave

- 10.1** 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, to be arranged flexibly to meet the requirements of the council work. The leave year runs from 1st April to 31st March.
- 10.2** 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.
- 10.3** 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.

11. 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. .

12. Notice of Termination of Employment

During probationary period

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

After completion of probationary period

- 12.2.** The length of notice which you are obliged to give to the Council to terminate your employment is one month in writing.
- 12.3** 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.
- 12.4** 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.

13. Grievance and Discipline – Dispute Resolution

13.1 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.

13.2 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.

13.3 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 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.

14. 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.

15. 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.

15. 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:.....
Chairman of the Council

Dated:.....

Signed:.....
**Chairman of the Council's Finance
Working Group**

Dated:.....

Signed:.....
**Clerk & Responsible Financial Officer
to the Council**

Dated:.....