

BURTON BRADSTOCK PARISH COUNCIL
CONTRACT OF EMPLOYMENT

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

THE EMPLOYER: Burton Bradstock Parish Council

THE EMPLOYEE: _____

DATE OF ISSUE: _____

1. COMMENCEMENT DATE

1.1 Your employment with Burton Bradstock Parish 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 26 weeks.

5. JOB TITLE

5.1 You are employed as Clerk and Responsible Financial Officer.

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 that conflicts with your ability to undertake your duties as Clerk and RFO without the Council's written consent. Such consent shall not be unreasonably withheld.

8. PLACE OF WORK

Place of Work

8.1 Your usual places of work are:

Your home and

The Reading Room, High Street, Burton Bradstock.

9. SALARY

9.1 Your salary is £[] per annum being the current salary point [] within the spinal column range 24 – 32 that the Council has assigned to the post.

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 thereabouts.

9.3 An additional point will be awarded for each of:

9.3.1 the satisfactory completion of the probationary period; and

9.3.2 gaining the full CiLCA certification or equivalent necessary for the Council to be able to qualify for the General Power of Competence.

9.4 Your salary will be paid to you monthly by bank transfer to your bank or Building Society.

10. EXPENSES

10.1 Any travel, mileage, subsistence or other expenses incurred by you in connection with your duties and approved by the Council will be paid at the agreed NJC rate laid down at the time. Should you use your vehicle on Council business you will need to be insured appropriately.

10.2 As your normal place of work is either your home or the Reading Room, attendance to Parish Council business in the Reading Room will not normally attract paid travelling time or mileage payments. Travel from the Reading Room to attend to Parish Council business elsewhere in or nearby to the Parish will attract mileage payments.

10.3 Payment for travel time and mileage for attendance to any emergencies that require you to be present, e.g. Reading Room pipe bursts, assisting with flooding in the village, must be reported to the Chairman as soon as possible.

10.4 The Council shall reimburse you at the NJC rates in force at the time for mileage incurred as above in the performance of Council business.

10.5 The Council shall reimburse you for other expenses which may include stationery and other office consumables, overnight accommodation, meals and fares incurred in the performance of Council business ("other

expenses”) against VAT invoices provided that the other expenses have been approved by the Council.

11. WORKING FROM HOME

- 11.1 You will carry out a Risk Assessment in a form approved by the Council to check that your home office meets the Health and Safety regulations.
- 11.2 You will make yourself available to members of the public during agreed hours at the Reading Room or at other premises designated by the Council.
- 11.3 You shall notify your insurers that you work from your home and provide the Council with evidence that you have the correct insurance cover for this.

12. APPRAISAL

- 12.1 You will receive an annual appraisal.

13. HOURS OF WORK

- 13.1 Your hours of work are variable in accordance with the needs of the Council. They have been estimated to average approximately 60 hours per month.

14. ANNUAL LEAVE

- 14.1 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 21¹ working days’ leave in each leave year (pro rata for part time employees).
- 14.2 In addition to normal bank and public holidays, you will be entitled to two extra statutory days.
- 14.3 Your leave entitlement will increase to 25¹ 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.

¹ Increasing by 1 day from 1 April 2023 in accordance with the 2022 NJC pay and conditions settlement.

14.4 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.

OR

Your hourly rate of pay will be adjusted to include your leave entitlement by multiplying the spinal column point rate by 260 divided by (260 minus your number of days leave entitlement in the year to date)

14.5 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.

15. SICKNESS ABSENCE

15.1 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.

15.2 In respect of absence lasting up to seven calendar days, you are required to inform the Chairman/ Vice-Chairman or your line manager 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 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.

16. SICK PAY

16.1 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 1 st 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 |

17. MATERNITY /PATERNITY /ADOPTION LEAVE

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

18. INJURY OR ASSAULT

18.1 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.

19. PENSIONS

19.1 The Council will match up to 4% of your gross salary that is paid into an approved pension scheme.

20. NOTICE OF TERMINATION OF EMPLOYMENT

During probationary period

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

After completion of probationary period

20.2 The length of notice which you are obliged to give to the Council to terminate your employment is three months in writing.

20.3 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.

20.4 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.

21. DISPUTE RESOLUTION

21.1 You have been provided with a copy of the Council's grievance and disciplinary procedures.

21.2 If you have a grievance arising from your employment, you should raise it with 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 Staffing Committee.

22. HEALTH AND SAFETY

22.1 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. EQUAL OPPORTUNITY POLICIES

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

24. TRAINING AND DEVELOPMENT

24.1 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.

25. INDEMNITY

25.1 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:

.....

BURTON BRADSTOCK PARISH COUNCIL

CLERK AND RESPONSIBLE FINANCIAL OFFICER TO THE COUNCIL

The post combines the duties and responsibilities of the Clerk and Responsible Financial Officer as set out below.

PARISH CLERK JOB DESCRIPTION

Overall Responsibilities

The Burton Bradstock Parish Clerk will be the Proper Officer of the Burton Bradstock Parish 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 Parish 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.

Except when the roles are combined, the Parish Clerk will manage the Responsible Financial Officer, who is responsible for all financial records of the Council and the 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 supervise as line manager the work of and liaise with the Responsible Financial Officer, any other Council staff and Council Contractors in keeping with the policies of the Council, and to undertake all necessary activities in connection with the management of salaries and conditions of employment of staff.
3. To ensure that the Council's obligations for Risk Assessment are properly met.
4. Other than where such duties have been delegated to another Officer:
 - a. to prepare, in consultation with appropriate members, agendas for meetings of the Council and Committees, any Parish Meetings, public meetings or assemblies.
 - b. to attend all meetings of the Council and all meetings of its committees and sub-committees, any Parish Meetings, public meetings or assemblies.
 - c. To prepare minutes for meetings attended for approval and where appropriate to implement Council decisions.
5. 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.
6. To maintain the Council's Approved List of Contractors; to seek tenders for goods, works and services as required by the Council; to report thereon and to appoint and manage Contractors in accordance with the Council's decisions and its Standing Orders and Financial Regulations.

7. To liaise with the Burton Bradstock Volunteer Group and monitor any Parish Council approved works undertaken by the Group.
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 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 prepare, in consultation with the Chairman, press releases about the activities or decisions of the Council.
13. To attend training courses or seminars on the work and role of the Clerk as required by the Council.
14. To continue to acquire the necessary professional knowledge required for the efficient management of the affairs of the Council.
15. 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.
16. To manage and maintain the Parish Council's website and social media platforms.

RESPONSIBLE FINANCIAL OFFICER

Duties and Responsibilities

The Responsible Financial Officer (RFO) is ultimately accountable to the Parish Council for the proper execution of his / her duties but should work in close liaison with the Finance and General Purposes Group (FGPG) or nominated Councillors to ensure the effective management and control of Parish Council financial affairs.

Duties as RFO include:

1. The administration of and attendance at the FGPG meetings.
2. Compilation of proper financial records including statutory accounts, VAT and payroll.
3. Payment of invoices.
4. Creation of invoices.
5. Monitoring the allotment monies.
6. Managing the bank accounts.
7. Tender, purchasing and contract actions.
8. Creating the budget and financial commitment analysis.
9. Monitoring and reporting the financials.
10. Preparation of the annual return for Council consideration.
11. Presenting the financials at the AGM.
12. Liaison with the internal and external auditor.
13. Arranging insurance cover (subject to BBPC approval).
14. Maintaining and reporting on the risk management schedule.
15. Ensuring compliance with the Burton Bradstock Parish Council Financial Regulations and other rules and regulations.

16. Maintaining the Council's Asset Register.
17. Deputising for the Parish Clerk in his/ her absence.
18. Ad hoc tasks of a financial nature as required.