



## Seaford Town Council

### To the Members of the Personnel Sub- Committee

A meeting of the **Personnel Sub- Committee** will be held at **the Council Chamber, 37 Church Street, Seaford**, on **Tuesday 29 July 2014**, at **7.30 pm**, which you are summoned to attend.

J R Corrigan  
Interim Town Clerk  
21 July 2014.

### Agenda

1. **Apologies for Absence**
2. **Disclosure by members of any pecuniary interests and interests other than pecuniary interests, as defined under the Seaford Town Council Code of Conduct and the Localism Act 2011, in relation to matters on the agenda.**

3. **Public Participation**

To deal with any questions, or brief representations, from members of the public in accordance with Standing Order 1 and Seaford Town Council Policy.

4. **Appointment of New Town Clerk**

To consider and agree to the appointment process, timetable, terms and conditions to enable the appointment of a permanent Town Clerk as soon as possible.

**For further information about items appearing on this Agenda please contact Mr J R Corrigan, Interim Town Clerk, 37 Church Street, Seaford, BN25 1HG. Telephone 01323 894870.**

**Circulation:  
Committee**

Councillor M Brown (Chairman), Councillors S Dunn, B Allen, A Latham, S Adeniji.

**For information:**

Councillors B Burfield, P Franklin, G Cork, S Gauntlett, T Goodman, B Groves, A Hayder, P Heseltine, L Lord, S E McStravick, R Needham, B Warren, A White, L Wallraven and I White..



## Seaford Town Council

**Report 74/14**

<b>Agenda Item No:</b>	<b>4</b>
<b>Committee:</b>	<b>Personnel Sub-Committee</b>
<b>Date:</b>	<b>29<sup>th</sup> July 2014</b>
<b>Title:</b>	<b>Appointment of new Town Clerk</b>
<b>By:</b>	<b>James Corrigan, Interim Town Clerk</b>
<b>Wards Affected:</b>	<b>All</b>
<b>Purpose of Report:</b>	<b>To seek agreement to progress on the appointment of a new Town Clerk and to agree procedure for appointment.</b>

---

### **Recommendations**

**You are recommended:**

- 1. To agree the process to appoint the new Town Clerk**
  - 2. To agree to the appointment of a suitable external agency to facilitate the appointment process.**
- 

### **1. Information**

At the Town Council meeting on the 1<sup>st</sup> July it was agreed to progress the appointment of a new permanent Town Clerk.

It was also agreed that the existing job description would be reviewed as well as the Salary level.

The interim Town Clerk and The Mayor have met to review the Contract of Employment and have produced a slightly amended version of the nationally agreed model contract of employment, Appendix 1.

In doing so we have been aware that if the contract is made less favourable than the nationally agreed version that the Council under the current scheme could not qualify for Quality Status. This includes the salary level in accordance with the evaluation scheme, Appendix 2.

Also of note was that a large Council in West Sussex recently advertised a post at a similar salary level as Seaford's post and was unable to attract any suitable candidates, so the position remains vacant.

It would be beneficial to appoint a suitable external agency to advise on the contract, salary level, job description and where to advertise. Also to facilitate the appointment process through to interviews and appointment.

There are two potential options locally either Sussex Association of Local Council or Chris Rolley Associates. Prices have been sought from both.

Prices will be secured from both prior to the meeting.

The Council has a recently set earmarked reserve for professional fees to assist in such circumstances.



## **2. Financial Appraisal**

The appointment process including advertising will cost approximately £6000 from earmarked reserves.

## **3. Contact Officer**

The Contact Officer for this report is James Corrigan.

Interim Town Clerk

---

---



MODEL CONTRACT OF EMPLOYMENT AND JOB DESCRIPTION

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

NAME OF PARISH/TOWN/COMMUNITY COUNCIL -and- NAME OF EMPLOYEE

CONTRACT OF EMPLOYMENT and JOB DESCRIPTION –

CLERK/DEPUTY CLERK/ASSISTANT CLERK/RESPONSIBLE FINANCIAL OFFICER to the COUNCIL

1. Introduction

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

Your employment commenced on \*\*\*\*\* [date].

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/Deputy Clerk/Assistant Clerk/Responsible Financial Officer to the \*\*\*\*\* named Town/Parish/Community 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/Deputy Clerk/Assistant Clerk/Responsible Financial Officer to the Council.

**5. Place of Work**

37 Church Street, Seaford,

Your usual place/s of work is: \*\*\*\*\* [Officers home address or council office address] East Sussex, BN25 1HG.

**6. Salary**

- 6.1 Your salary is in accordance with the current **NJC salary point** (State actual scale in relation to the benchmark profile and start point) £\*\*\*\*) and ~~(if part-time) is calculated by pro-rata reference to the standard working week for local government staff of 37 hours.~~ *evaluate.*

THEN EITHER

- 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 ..... (year) 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. (See Appraisal/Career Development Review 11 below). *subject to satisfactory performance following your annual appraisal*

OR

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 cheque or bank transfer at monthly intervals to reach your bank or Building Society as cleared funds by the last working day 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.

**Delete whatever does not apply:**

**10. Working From Home – Additional Clauses**

~~10.1.1 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.~~

~~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 provide a separate telephone/fax line or reimburse all 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 space, lighting, heating and electricity due to working from the private premises of the Clerk/Deputy Clerk/Assistant Clerk/Responsible Financial Officer 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 to the Clerk/Deputy Clerk/Assistant Clerk/Responsible Financial Officer to the Council.~~

~~10.2.4 The Council will pay for all necessary computer software or upgrades required for the Clerk/Deputy Clerk/Assistant Clerk/Responsible Financial Officer to the Council to fulfil the duties required by the Council.~~

~~10.3 The Council agrees to fully indemnify the Clerk/Deputy Clerk/Assistant Clerk/ 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/Deputy Clerk/ Assistant Clerk/ 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. *usually in February.* 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**

12.1 Your hours of work are <sup>37</sup>.....hours per week [maximum 37 hours].

12.2 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.

12.3 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.

**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. \* ?

? \* Additional hours worked over and above the normal working week of [ ] hours servicing the Council and its committees or external events, will be reimbursed as (Paid Overtime at the normal rates or Time-in-Lieu – (delete which as appropriate: green book provisions allow for payment of overtime up to scp.28) 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/ 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** 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 Pensions and Gratuities

### Delete whatever does not apply:

Either

### 19.1 Pension

The Council is a member of the Local Government Pension Scheme, which operates a contributory pension scheme which you are entitled to join. Details of which are contained in the separate booklet provided. Delete if necessary

Or

### 19.2 Gratuity

The council may make appropriate provision for the payment of a gratuity in accordance with the Regulations in force at the relevant time.

### 19.3 Death in Service

In the event of your death in service any gratuity payments will be paid to your next of kin. Any pension benefits will be paid to your nominated beneficiary, spouse or children in accordance with the provisions of the Local Government Pension Scheme.

## 20. Notice of Termination of Employment

### During probationary period

20.1 *Your probationary period will be at least 13 weeks.* Either party may terminate the contract of employment by giving 1 weeks 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 ~~one~~ <sup>3</sup> month in writing.

20.3 The length of notice which you are <sup>3 months?</sup> 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.

*A review will be taken at 12 weeks to see if the period needs to be extended.*

**20.4** 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/Town Mayor of the Council

Signed:-.....Dated:.....  
Clerk/Deputy Clerk/Assistant Clerk/Responsible  
Financial Officer to the Council

# SLCC

Society of Local Council Clerks

Professional Supportive Innovative

## ADVICE NOTE: Job Evaluation Scheme

The NALC:SLCC Joint Agreement on Terms and Conditions published in April 2005 introduced a new approach to job evaluation, placing town and parish council jobs on an equal footing with other local government roles. This Advice Note explains the process for evaluating a clerk's job.

1. Prepare a **Job Description**. What is the job required to do? Why does the position exist? What are the main responsibilities and accountabilities?
2. Identify the **quantitative measures** for the council; gross budgeted income, precept, number of councillors, number of staff, meetings per year, statutory and delegated functions.
3. **Agree** the contents of the Job Description with the full council or Personnel/Staffing committee. This process does not lend itself to being discussed by large groups of interested parties and is better delegated to a small committee or working party to make its recommendations to the full council.
4. Identify the standard **Job Profiles** 1 to 4 in the national agreement (reproduced as appendix 1 to this document). Which one most closely relates to the role? This is called "slotting" and gives you a foundation for further analysis.
5. Each profile contains a series of 8 statements or paragraphs about aspects of the job. Each statement relates to an element of a job. These are presented in the same order in each of the four profiles;
  - Knowledge
  - Mental skills
  - Interpersonal and Communication Skills
  - Initiative and independence
  - Responsibility for People
  - Responsibility for Supervision/direction of Employees
  - Responsibility for Financial Resources
  - Responsibility for Physical Resources

There is fuller description of each of the 8 elements in appendix 2 below.

6. Go through each of these 8 elements one by one and decide which Profile best describes the job that your council requires the clerk to do. If none of the statements across the four profiles *exactly* match the job you may need to allocate a split score e.g. 2/3 or shade the levels e.g. 2+ or 3-
7. Once you have reviewed the job description against all 8 elements you will have a list of 8 numbers. If all 8 are exactly the same e.g. all "2"s, then the job will be evaluated as a *LC2 substantive* for salary calculation. "Substantive" in this sense means that the job

8. satisfies all the criteria in the relevant job profile. "LC" is simply shorthand for Local Councils. If you have mostly "2"s, with a few 2/3 or 2+ or 3- levels then you may be looking at an *LC2 above substantive* score. Conversely, mostly 4s with some 3s or 3/4 or 3+s will give rise to an *LC4 below substantive* score. This leads to 4 possible Profiles and within each, 3 possible ranges so clerks can be paid against one of 12 possible salary ranges (see appendix 3 below). This process is known as "benchmarking" the job i.e. comparing with other similar sets of skill requirements, expertise and responsibilities and deciding where the job is best positioned against these.
9. **Salary Determination** - Each LC profile and each of the three ranges within the LC profiles cover a range of salary levels which are known as spinal column points or "scp" for short. The spinal column points used are those of the National Joint Council for Local Government Service which enables clerks' jobs and salaries to be compared with other positions in local government.
10. The scp's for council Clerk jobs start at 15 and go up to 64.
11. Having established the benchmark salary range e.g. *LC2 below substantive* for the post, the Council will  
EITHER  
Adopt the appropriate salary scale within the range. The salary will rise annually, by automatic increase on the 1<sup>st</sup> April each year (or such other date as may be agreed between NALC and SLCC) by incremental steps, to the scale maximum.  
OR  
Adopt a single salary point (a 'spot salary') within the range. Where a single salary point is adopted, the Council should review the salary annually.
12. It is not advisable to work back from the salary scales in a "what can we afford?" approach to job evaluation – this is not generally a good way to create trust or equity.
13. **JOB NOT PERSON.** Remember throughout the process that job evaluation is designed to reward employees for what they are employed to do not necessarily what they would like to do or could do given their experience or expertise. Performance or capability issues are not taken into account during an evaluation exercise but may influence the salary setting process for individual job-holders in that the following factors may increase the scp on which the clerk commences following evaluation;
  - experience and expertise
  - qualification
  - whether the clerk is also the responsible Financial Officer
  - whether the council has developed increased functions as a result of Quality Council status or Band C/ Best Value applicability
  - the extent of functions devolved from principal authority level
  - staffing levels

In addition, under the National Agreement, professional development through a recognised institution or programme will be rewarded by a salary movement of one upward point on the spinal column in respect of each level attained.

14. Where the Clerk has exceptional responsibilities which would not be sufficiently remunerated by LC4 upper range it is recommended that a salary is fixed after a formal evaluation and joint consultation with NALC and the SLCC.
15. **Arbitration** – if a council and clerk cannot agree on a job evaluation outcome or both parties would prefer an independent and impartial view of the job there is an NALC:SLCC Joint arbitration panel which provides council and job-holder with a score to which both parties agree to be bound. There is an administration fee for this service. More details on appendix 4 below.

Prepared by Bethan Osborne, National HR Advisor, SLCC AUG09

**Appendix 1**  
**PROFILE 1**

The job requires predominantly practical and procedural knowledge across a technical or specialist area or an equivalent level of organisational, procedural and policy knowledge. **e.g. Small or medium parish.**

The job requires judgmental or creative skills; where there is some need to interpret information or situations and to solve straightforward problems.

The job involves;

Exchanging orally or in writing varied information with a range of audiences:

or:

Exercising advisory, guiding, negotiating or persuasive skills: **e.g. Up to 6 meetings a year**

The job involves working within recognised procedures, which leave some room for initiative. The work may involve responding independently to unexpected problems and situations. The jobholder generally has access to guidance on unusual or difficult problems. **e.g. No devolved functions**

The job involves some direct impact on the well being of individual, or groups of people, through undertaking tasks or duties, which are to their direct benefit, or impact directly on their health and safety.

The job involves limited, or no direct responsibility for the supervision, direction or co-ordination of other employees. The work may involve demonstration of own duties, or advice and guidance, to new employees, or others **e.g. No Staff**

The job involves some direct responsibility for financial resources. The work regularly involves either:

Handling of cash, or processing of cheques, invoices or equivalent

or:

Being accountable for small expenditures from an agreed budget or equivalent income **e.g. Typical budget of up to £25,000**

The job involves some direct responsibility for physical resources. The work regularly involves either:

Some responsibility for security of buildings, external locations or equivalent

Or:

Day-to-day maintenance of equipment or premises:

Or:

Ordering, or stock control of, a limited range of supplies.



## PROFILE 2

The job requires predominantly practical and procedural knowledge across a technical or specialist area or an equivalent level of organisational, procedural and policy knowledge *e.g. Small or medium parish.*

The job requires judgmental or creative skills; where there is some need to interpret information or situations and to solve straightforward problems.

The job involves either:

Exchanging orally or in writing varied information with a range of audiences: or:

Exercising advisory, guiding, negotiating or persuasive skills *e.g. 6 – 12 meetings per year.*

The job involves working within recognised procedures, within which the jobholder is required to organise own workload. The work involves making decisions as to when and how duties are to be carried out, and responding independently to unanticipated problems and situations. The jobholder generally has access to guidance on serious problems *e.g. 2 devolved functions.*

The job involves considerable direct impact on the well-being of individual, or groups of, people *e.g. Many statutory functions.*

The job involves considerable direct responsibility for the supervision, direction, co-ordination or training/development of other employees. The work involves the allocation of work to a small group or team, checking of work, and the direction of staff, including, where appropriate, on-the-job training. *e.g. Small team of up to 10 staff.*

The job involves considerable direct responsibility for financial resources. The work involves either: Accounting for large sums of money, in the form of cash, cheques, direct debits, invoices, or equivalent, where care, accuracy and security are important  
or:

Being accountable for considerable expenditures from an agreed budget or equivalent income. The responsibility may include contributing to the setting and monitoring of the relevant budget and ensuring effective spend of budgeted sums. *e.g. Typical budget £25,000 – £250,000*

The job involves considerable direct responsibility for physical resources. The work involves either:

Cleaning, maintenance and repair of a range of equipment, buildings, external locations or equivalent

or:

Security of buildings, external locations or equivalent

or:

Ordering, or stock control of, a range of equipment and supplies

### PROFILE 3

The job requires theoretical plus practical and procedural knowledge in a Specialist area or an equivalent level of organisational, procedural and policy Knowledge **e.g. Large parish/small town.**

The job requires analytical and judgmental or creative and developmental skills, where there is need to interpret information or situations and to solve varied problems or develop solutions or plans over the short term.

The job involves:

Exercising developed advisory, guiding, negotiating or persuasive skills in order to encourage others to adopt a particular course of action:  
or

Exchanging orally and in writing complicated or sensitive information with a range of audiences **e.g. 12 meetings plus 2 committees.**

The job involves progressing a series of activities within recognized guidelines. The work involves making frequent decisions and exercising initiative without ready access guidance. The jobholder consults a supervisor/ manager for advice on policy or resource issues **e.g. 3 delegated functions**

The job involves high direct impact on the well-being of individual, or groups of people **e.g. Most statutory functions.**

The job involves high direct responsibility for the supervision or management, direction, co-ordination or training/development of other employees. The work involves supervising, directing and co-ordinating the work of a group of staff covering more than one area of activity or in more than one workplace, including allocation of work, and evaluation and appraisal of the work carried out. **e.g. Large team 10-20 staff.**

The job involves high direct responsibility for financial resources. The work involves either: Accounting for very large sums of money, in the form of cash, cheques, direct debits, invoices, or equivalent, where care, accuracy and security are important or: Being accountable for large expenditures from an agreed budget or equivalent income. The responsibility may include contributing to the setting and monitoring of the relevant budget and ensuring effective spend of budgeted sums **e.g. Typical budget £250,000 –£750,000**

The job involves high direct responsibility for physical resources. The work involves either:

Adaptation, development or design of a wide range of equipment, land, buildings, other construction works or equivalent

or: Security of a range of high value physical resources

or: Ordering of a wide range of equipment and supplies

## PROFILE 4

The job requires advanced theoretical, practical and procedural knowledge across a specialist area or an equivalent level of organisational, procedural and policy knowledge **e.g. Large town**

The job requires analytical and judgmental or creative and developmental skills to analyse and interpret complex information or situations and to solve difficult problems or develop solutions or plans over the medium term.

The job involves

Exercising highly developed advisory, counselling, negotiating or persuasive skills, or advocacy, in order to convince others to adopt courses of action they might not otherwise wish to take:

or

Exchanging orally and in writing complex and contentious information with a range of audiences, including non-specialists: **e.g. 12 meetings per year plus 5 committees**

The job involves progressing a series of activities within recognized guidelines. The work involves making frequent decisions and exercising initiative without ready access to others.

The job involves a major direct impact on the well-being of individual, or groups of people. The jobholder has responsibility for taking decisions, which may affect the future well being and circumstances of individuals. **e.g. Most statutory functions in large town.**

The job involves a major direct responsibility for the management, direction, coordination and development of significant numbers of other employees, covering several different areas of activity or in several geographically dispersed workplaces. The work involves the organisation, allocation and reallocation, as appropriate, of areas of work and the evaluation of activities and working methods **e.g. 20 + staff.**

The job involves a major direct responsibility for financial resources. The work involves being accountable for very large expenditures from an agreed budget or equivalent income. The responsibility includes contributing to the setting and monitoring of the relevant budget(s) and ensuring effective spend of budgeted sums **e.g. Budget in excess of £750,000**

The job involves a major direct responsibility for physical resources. The work involves either:

Security of a wide and very high value range of physical resources

or:

Ordering of a wide and high value range of equipment and supplies.

## **Appendix 2**

### **Elements of Job Evaluation process**

- **Knowledge**

Consider the type of knowledge, what that knowledge is needed for and for what purpose and how that knowledge may be acquired.  
Knowledge will probably include literacy and numeracy, procedures, equipment, administrative systems, organisational, specialist/technical, languages/cultures
- **Mental skills**

These include fact-finding, analytical, problem solving and judgemental skills plus creative and developmental skills, planning and strategic skills.
- **Interpersonal and Communication Skills**

All the skills related to developing working relationships with others such as staff, Members, the public, contractors and other partners in the community. They include advocacy, training, teamworking, motivation, advising/guiding, persuading and influencing, counselling, negotiating, oral and written communication, presentation skills
- **Initiative and independence**

This element considers how much the job-holder is free to exercise initiative and take independent action and plan his/her own work. The nature and level of guidance and direction available the existence of policies, procedures and precedents and whether the Clerk works alone or with others are all relevant which assessing this aspect of job size.
- **Responsibility for People**

This involves the responsibility the job-holder has for the physical, mental, social, economic and environmental well-being of any people *other than employees*. Health and safety responsibilities will feature in this element.
- **Responsibility for Supervision/direction of Employees**

What challenges does the job-holder face when managing/supervising/training/co-coordinating or developing others? How many employees are there? What sort of work are they engaged in? what kind of management is required? What are the challenges faced by people working in different locations?
- **Responsibility for Financial Resources**

This element includes cash, cheques, debits and credits, invoices, budgets and income including precept, business planning and long term development of financial resources.
- **Responsibility for Physical Resources**

These resources can cover premises, systems, tools, equipment, vehicles, plant and machinery, covering upkeep, repair, security, significant assets, planning relating to these resources.

**Appendix 3**

**Spinal Column Points (scp) for each LC profile in the evaluation of Clerks' jobs**

<b>Scale</b>	<b>Points below substantive range</b>	<b>Substantive benchmark range</b>	<b>Points above substantive range</b>
<i>LC1</i>	<b>15-17</b>	<b>18-22</b>	<b>23-25</b>
<i>LC2</i>	<b>26-29</b>	<b>30-34</b>	<b>35-38</b>
<i>LC3</i>	<b>39-42</b>	<b>43-47</b>	<b>48-51</b>
<i>LC4</i>	<b>52-55</b>	<b>56-60</b>	<b>61-64</b>

## **Appendix 4**

**National Association of Local Councils**  
109, Great Russell Street, London, WC1B 3LD

and

**Society of Local Council Clerks**  
1, The Crescent, Taunton, Somerset, TA1 4EA

### **National Agreement on Salaries and Conditions of Service of Local Council Clerks in England and Wales-2004**

#### **Joint Appeals Process**

The process will be jointly managed by NALC and the SLCC with the SLCC providing the administration of the scheme. The process will be as follows.

- 1) Where the Council and Clerk cannot agree on the appropriate salary point for the role in question application can be made either to NALC or to the SLCC for an evaluation to be carried out under the joint appeals process.
- 2) All requests for appeals will be routed to the SLCC Taunton Main office who will issue application forms. Stationary will be jointly badged.
- 3) The application form will be completed by the Clerk and the councillor(s) who ha(s)ve been designated to act by the council. It will include an undertaking by both parties to abide by the decision arrived at. The form is returned to the SLCC with the appropriate payment in line with the following scale.

<b>gross budgeted income (£)</b>	<b>Fee (£)</b>
<£ 10,000 .....	£60
£10,000-50,000 .....	£100
£50,000-£250,000 .....	£150
£250,000-£500,000 .....	£200
>£500,000 .....	£250

- 4) The SLCC will issue a job evaluation questionnaire with appropriate guidance to be completed jointly by the Council and the Clerk. This will be completed as fully as possible signed by both parties and returned to the SLCC.

- 5) Where a council and Clerk are unable to agree on how to complete the form NALC/SLCC may provide, on request, some additional assistance. This will be provided at additional cost which will be charged to the Council .
- 6) The SLCC will, in conjunction with NALC timetable regular appeals panels according to the level of demand. Panels will consist of equal numbers of evaluators from both organisations sufficient to consider the appeals on hand. It is envisaged that panels will not need to meet more than once a quarter. Having timetabled an individual case the Clerk and council will be notified of the date of the panel.
- 7) The panel will meet and cases will be allocated to pairs of evaluators (one NALC one SLCC) who will undertake an evaluation in accordance with the agreed approach. Each evaluation team will try to reach agreement on the evaluation score and the appropriate pay grading within the 2004 agreement. In the event that they are unable to reach agreement a second evaluation may be performed to indicate the way forward.
- 8) Once the panel has reached a decision on all cases these will be communicated formally to both the Clerk and the Council who will implement the result.
- 9) The SLCC will arrange payment for evaluators at the agreed rate (£25 per evaluation) and meet expense claims (at SLCC rates) for travelling to panels as appropriate. The SLCC will keep an account and deduct administration expense as appropriate. Any surplus funds generated by the process will be shared equally between the two organisations on an annual basis. Likewise any deficit will be met by equal charges on both organisations.

# SLCC

Society of Local Council Clerks

Professional Supportive Innovative

## **ADVICE NOTE: Specimen Job Description**

### **CLERK TO THE 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. \* Or to monitor the work of a designated other officer designated the Responsible Financial Officer.
3. To ensure that the Council's obligations for Risk Assessment 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. \*Other than where such duties have been delegated to another Officer.
5. \*To attend all meetings of the Council and all meetings of its committees and sub-committees. \*Other than where such duties have been delegated to another Officer.
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.



# SLCC

Society of Local Council Clerks

Professional Supportive Innovative

## **ADVICE NOTE: Specimen Job Description**

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 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.
11. To monitor the implemented policies of the Council to ensure they are achieving the desired result and where appropriate suggest modifications.
12. To act as the representative of the Council as required.
13. 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.
14. To prepare, in consultation with the Chairman, press releases about the activities of, or decisions of, the Council.
15. To attend training courses or seminars on the work and role of the Clerk as required by the Council.
16. 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.
17. 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.
18. 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.



## How to use the 2011 Model Contract of employment

### Introduction

The 2011 model contract has been jointly prepared by the National Association of Local Councils and the Society of Local Council Clerks. It is intended for new clerks or deputy/assistant clerks. It does not replace existing contracts of employment.

It updates the previous model contract contained in the 2004 National Agreement on Salaries and Conditions of Service of Local Council Clerks in England and Wales that was amended in 2007.

The 2011 model contract is consistent with current employment legislation and contains changes made to the National Agreement on pay and conditions of services (the Green Book) as issued by the National Joint Council for Local Government Services (NJC).

This document:

- 1) describes and explains each clause in the 2011 model contract;
- 2) highlights the information which is specific to the parties;
- 3) signposts sources of other helpful information.

### **CONTRACT OF EMPLOYMENT:**

- For information on the main terms and conditions of any employment contract see the National Training Strategy (NTS) publication "Being a good employer – a guide for parish and town councillors" – p.19.

## 1. Commencement Date

- The first day of employment.

## 2. Continuous Service

- Previous service with a public sector employer may count for calculating entitlement to these benefits which increase with service. Further information in respect of continuous service can be accessed from the Local Government Employers' (LGE) website ([www.lge.gov.uk](http://www.lge.gov.uk)) using the following weblink [www.lge.gov.uk/lge/core/page.do?pageld=119733#contents-1](http://www.lge.gov.uk/lge/core/page.do?pageld=119733#contents-1)

## 3. Conditions Of Service

- The model contract terms and conditions are based on the National Joint Council for Local Government Services National Agreement on Pay and Conditions (the Green Book). The Green Book is a lengthy document (290 pages). A printed version of the Green Book and any updates are available to councils who are members of LGE. Councils who do not subscribe to LGE may purchase an electronic copy of the Green Book but would not receive any subsequent updates to it. NALC and SLCC provide advice on the Green Book and changes to it. Councils that wish to purchase an electronic copy of the Green Book should contact LGconnect on (020) 7187 7373 or email [info@local.gov.uk](mailto:info@local.gov.uk) if they wish to order an electronic copy. This will cost £57.31.

Green Book FAQs can be accessed from the LGE's website using the following weblink <http://www.lge.gov.uk/lge/core/page.do?pageld=119177#contents-1>

- The model contract forms part of the 2004 National Agreement on Salaries and Conditions of Service of Local Council clerks in England and Wales (the National Agreement). The National Agreement has as its foundation in the

Green Book with some specific provisions relevant to local councils. The National Agreement is available from both NALC's and SLCC's websites.

#### **4. Probation**

- A probationary period allows the employer and employee to decide at the beginning of employment whether they wish to continue the employment relationship. Accordingly, there is a shorter notice period during probation (see clause 21).

#### **5. Job Title**

- For example, clerk, executive officer, chief/head of support services, office manager, town manager, or assistant clerk. This is not an exhaustive list.

#### **6. Job Duties**

- The job description should be provided during the recruitment process to all candidates. It should also be attached to the contract of employment. See the NTS publication "Being a good employer – a guide for parish and town councillors" – p.10.
- If the job description changes, the employee should be provided with an amended job description.

## **7. Declaration of Other Employment**

- A full-time employee would not normally be able to undertake other employment. Councils expect employees to avoid other employment which may create conflicts of interest.

## **8. Place of Work**

- 8.1 If working from the Council's premises, the employee's normal place of work is the Council's office. If the venue(s) for Council meetings and meeting the public are different, these addresses should also be listed.

Or

- 8.1 If working from home, the employee's normal place of work is his/her home. The addresses for the venue(s) for Council meetings for meeting the public, should also be listed.

## **9. Salary**

- Salaries are in accordance with the salary point(s) set at in the National Agreement. A 'single point' salary is sometimes referred to as a 'spot salary'. The salary of a part time employee is calculated by reference to the normal 37 hour week (clause 13) applicable to a full time employee.

## 10. Expenses

- Councils should have a policy for dealing with mileage and other expenses claims.
- Employees who work at home incur additional expenses that should be dealt with in the Council's expenses policy.

## 11. Working From Home – Insurance

- Irrespective of where an employee works, if the public or others attend for Council business, it is the Council's responsibility to ensure that there is public liability insurance, employer's liability insurance and fidelity insurance cover (under section 114 of the Local Government Act 1972).
- Clause 11 deals with the additional costs which may be incurred by an employee if his/her home is used as an office.
- **Clause 11 is not applicable if an employee is working in Council premises.**

## 12. Appraisal

- For information on appraisals see the NTS publication "Being a good employer – a guide for parish and town councillors" – ps. 30-31.
- The Advisory, Conciliation and Arbitration Service's (ACAS) website ([www.acas.org.uk](http://www.acas.org.uk)) has further information. ACAS's publication "How to manage performance" gives guidance about how to prepare for and hold an appraisal. This can be accessed using the following weblink <http://www.acas.org.uk/CHttpHandler.ashx?id=2714&p=0>

### **13. Hours of Work**

- The contract should state total normal weekly hours (maximum 37 hours) and the work pattern – start times, finish times, lunch period. For part time staff, the contract should also state the days worked.

### **14. Additional Hours**

- Employees up to salary point 28 have an entitlement either to be paid for approved additional hours or to take agreed time off in lieu; grades above salary point 28 may take agreed time off in lieu at the discretion of the Council.

### **15. Annual Leave**

- If employees have previous service that counts for calculating annual leave in accordance with clause 2.2, they become entitled to additional leave under clause 15.3 before they have 5 years' continuous service with the Council.

### **16. Sickness Absence**

- Councils should have a sickness absence policy.
- ACAS's publication "Managing absence and employee turnover" includes a sample sickness policy. This can be accessed using the following weblink <http://www.acas.org.uk/index.aspx?articleid=1183>

## **17. Sick Pay**

- There is no need to pay Statutory Sick Pay (SSP) in addition to these payments. Additional information on SSP is available from HMRC's website using the following weblink <http://www.hmrc.gov.uk/helpsheets/e14.pdf>

## **18. Maternity /paternity /adoption leave**

- Employees have statutory entitlements to maternity, paternity and adoption leave. For information see the NTS publication "Being a good employer – a guide for parish and town councillors" – ps. 21-22

## **19. Injury or Assault**

- The employee or his or her dependants can receive up to 5 year's gross pay or £35,000 whichever is the greater.



## 20. Pensions

- At present, the only pension scheme that local councils can make contributions to is the Local Government Scheme (LGPS). Unlike principal authorities, participation is discretionary for parish and community councils. From October 2012, local councils will be able to join other contributory schemes when a statutory requirement to enrol employees in schemes that provide a minimum pension entitlement is phased in. From 2015, when the Pensions Act 2008 and other legislation come into effect, local councils will have a duty to automatically enrol their eligible workers in a suitable pension scheme which will include LGPS. More information about other contributory pension schemes is available from the Department of Work and Pensions (DWP) and can be accessed using the following weblink: [www.dwp.gov.uk/docs/auto-enrol-and-wpr-the-facts.pdf](http://www.dwp.gov.uk/docs/auto-enrol-and-wpr-the-facts.pdf)
- The model contract no longer refers to gratuities. The coalition Government plans to revoke the Local Government (Discretionary Payments) Regulations 1996 ("the 1996 regulations") so that local councils will no longer have the discretion to pay a retirement gratuity. If they are revoked in 2012 as planned, no employee starting work now can acquire sufficient service to receive a retirement gratuity.

## 21. Notice of Termination of Employment

- After completion of the probationary period, the minimum notice that the employee must give is one month; this is also the minimum notice that the Council must give during the first four years of employment.
- After five years of employment, the notice that the Council is required to give rises by one week per year to 12 weeks' notice after 12 or more years' service.

## 22. Dispute Resolution

- For information on dispute resolution see the NTS Publication “Being a good employer – a guide for parish and town councillors” – ps. 43-47. Any procedures should comply with the ACAS Code of Practice on Disciplinary and Grievance Procedures. This can be accessed using the following weblink: [http://www.acas.org.uk/media/pdf/h/m/Acas Code of Practice 1 on disciplinary and grievance procedures.pdf](http://www.acas.org.uk/media/pdf/h/m/Acas_Code_of_Practice_1_on_disciplinary_and_grievance_procedures.pdf)

## 23. Health and Safety

- The Health and Safety Executive’s (HSE) website ([www.hse.gov.uk](http://www.hse.gov.uk)) has further information. A template health and safety policy is available using the following weblink: <http://www.hse.gov.uk/simple-health-safety/write.htm>.

## 24. Equal Opportunity policies

- The Equality and Human Rights Commission (EHCR) has good practice guidance for employers and service providers. This can be accessed using the following weblink: <http://www.equalityhumanrights.com/publications/guidance-and-good-practice-publications/>
- Acas’s advisory booklet Delivering Equality & Diversity includes a sample equality policy for the workplace. This can be accessed using the following weblink: <http://www.acas.org.uk/index.aspx?articleid=818>

## **25. Training and Development**

- For information on training and development see the NTS publication “Being a good employer – a guide for parish and town councillors” – ps. 35-40

## **26. Indemnity**

- Councils may arrange insurance for the purpose of indemnifying employees.