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MELKSHAM WITHOUT PARISH COUNCIL
Clerk: Mrs Teresa Strange

First Floor
Melksham Community Campus,
Market Place, Melksham,
Wiltshire, SN12 6ES
Tel: 01225 705700

Email: clerk@melkshamwithout-pc.gov.uk
Web: www.melkshamwithout-pc.gov.uk

Monday 16th November 2026

To all members of the Council **Staffing Committee**: Councillors: Alan Baines, John Glover (Chair of Council), David Pafford (Vice-Chair of Council), Anne Sullivan (Chair of Committee), Mark Blackham, Tony Hemmings and Alyssa Ramsey.

You are summoned to attend the Staffing Committee Meeting which will be held on **Monday 23rd November 2026 at 7.00pm at Melksham Without Parish Council Offices (First Floor), Melksham Community Campus, Market Place, SN12 6ES** to consider the agenda below.

TO ACCESS THE MEETING REMOTELY, PLEASE FOLLOW THE ZOOM LINK BELOW. THE LINK WILL ALSO BE POSTED ON THE PARISH COUNCIL WEBSITE WHEN IT GOES LIVE SHORTLY BEFORE 7PM.

Click link here:
https://us02web.zoom.us/j/2791815985?pwd=Y2x5T25DRlVWVU54UW1YWWE4NkNrZz09&omn=82000910893
Or go to www.zoom.us or Phone 0131 4601196 and enter: **Meeting ID: 279 181 5985 Passcode: 070920**. Instructions on how to access Zoom are on the parish council website www.melkshamwithout-pc.gov.uk If you have difficulties accessing the meeting please call (do not text) the out of hours mobile: 07341 474234

To access the agenda online please scan the below QR code.

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Yours sincerely

Teresa Strange, Clerk

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AGENDA

1. **Welcome, Announcements and Housekeeping**

2. **To receive Apologies and approval of reasons given**

3. **To elect Vice-Chair of Staffing Committee for 2026/27**

4. To receive **Declarations of Interest**

5. **To consider holding items in Closed Session to confidential nature** Under the Public Bodies (Admission to Meetings) Act 1960, the public and representatives of the press and broadcast media be excluded from the meeting during the consideration of the following items of business **(Agenda items 8 & 9)** as publicity would be prejudicial to the public interest because of the confidential nature of the business to be transacted

6. **Public Participation**

7. **Policies:**

   a) To consider response on policy questions to council's HR adviser from last Staffing Committee meeting.

   b) To consider the following HR policies, procedures, appraisal documentation and model employment contract provided by the council's HR adviser.

   i. Performance Management and Employment Framework

   ii. Appraisal Policy

   iii. Appraisal Documentation

   iv. Performance Improvement Policy

   v. Model Employment Contract

8. **Health and Safety:** To note any Health and Safety matters occurring since the last meeting (standing item as per the health and safety policy).

9. **Staffing Update:** To consider items in confidential staffing report

Copy to: All Councillors

Teresa Strange

From: James Corrigan <jamescorrigan@chrgs.co.uk>
Sent: 15 November 2026 12:34
To: Teresa Strange
Subject: Re: Policies etc

Good morning, Teresa,

Apologies for delay in responding, this got placed in my spam folder. I have added your email to my account now so should not occur again.

The policies supplied are to ensure the Council is protected. The Employment Tribunal will find against a Council of any size, if there is breach. It is a case of mitigating your potential losses and claims. Your view is very pragmatic and appropriate.

Retaining the full suite is therefore appropriate.

The tactic of a gradual introduction is sensible.

Please note we are updating a number of policies at the moment but the changes on the whole will be minimal.

In answer to question two yes we will send updates as an when the law changes, the council only needs to check they are fit for your purposes as you state.

We are also about to send out a recommended terms of reference for your staffing committee which does make the adoption of HR policies more straight forward through the committee rather than the full Council.

As per our quote CHRGS does have full professional insurances in place. If a claim was as a direct result of the failing of a policy as supplied by CHRGS then that could be potentially be claimed against the Companies insurance policy. Though experience does inform us that usually the grounds for claims that we see are failures to follow the policy (or the law) rather than the other way round.

The staff handbook is just a overarching document that points employees to the relevant policies on the whole, we are working on this at the moment.

The old contracts do not have to be updated , only if both parties agree. The old contracts still work, where they are contrary to current laws the current laws supersede the contract, not likely to be the case with such new contracts.

It would be ok to continue with existing contracts but advisable to use new for new staff as they come on board.

Our policies are Green book compliant as are the contracts and staff handbook. The reason the handbook is just a pointer on the whole is to avoid duplication. Policies can be changed as can the green book but terms in a contract are permanent so long

as lawful and cannot be forcibly changed.
Hopefully this answers your queries, anything further pleas do let me know.

Kind regards

James Corrigan
Director
07805 472859

Council consultancy | Council HR and Governance Support



On 2026-11-07 1:30 pm, Teresa Strange wrote:

> Hi James
>
> Following our Staffing Committee meeting on 19 October, members raised a few questions regarding the suite of HR policies you have provided. I would be grateful for your advice on the following points.
>
> **1. Number and scope of policies**
> Several members commented on the large number of individual policies provided. Although Melksham Without is a relatively large parish with a wide range of responsibilities, we have a small workforce of five employees, comprising three full-time officers and two part-time groundsmen.
> Members questioned whether such an extensive suite of policies was proportionate for a council of our size and whether some related policies could be combined into broader documents. My own view is that having policies in place provides protection for the Council. Although certain circumstances, such as neonatal care leave, may not currently apply to our workforce, having an appropriate policy already available means we are prepared should the situation arise in future.
>
> Would you recommend retaining the full suite of individual policies for this reason, or is there scope to consolidate some without losing the protection or guidance they provide?
>
> Members also recognised that introducing such a large number of policies at once would be onerous for staff, who would need to read and familiarise themselves with them.
> We have therefore agreed to review and introduce the policies in manageable batches over approximately six months, from November 2026 to April 2027. We started with the three policies relating to recruitment, as we were in the process of appointing a new member of staff, and will work through the remaining policies in groups.
>
> **2. Responsibility for policy reviews and updates**
> Linked to the above, members were concerned about the potential workload associated with regularly reviewing such a large number of policies, particularly where the Council does not have specialist HR expertise.

Could you confirm that, as part of our subscription, CHRGS would undertake the substantive reviews and updates to the policies, including changes arising from legislation or guidance, and notify us accordingly?
Could you also confirm that the Council's role, both when initially reviewing and adopting the policies and during subsequent periodic reviews, is primarily to check that they are appropriate to our own circumstances and working arrangements, rather than reviewing their legal or technical content, which we would rely on CHRGS to ensure remains up to date?
Could you also clarify whether *biannually*, as used in some of the policies, means every two years or twice a year? We think its every 2 years, but never 100% sure!

3. Professional indemnity
Members asked whether CHRGS holds professional indemnity insurance covering the policies and advice provided. In particular, what would the position be if the Council relied on a CHRGS policy or advice and an error or omission subsequently resulted in an employment claim against the Council?

4. Staff handbook, NJC Green Book and employment contracts
With reference to a staff handbook in your earlier correspondence I would be grateful if you could elaborate on how you envisage this working.

Our employment contracts refer to the NJC Green Book. In 2023, the Council undertook an extensive review of its employment contracts, including consultation with staff and consideration of the available options, before adopting the model contract in use at that time. I understand that this was an older model, which has subsequently been revised more than once.
We have continued to use that contract for our recently appointed Allotment Warden, who works one hour per week, so that all employees remain on consistent contractual terms while the Council considers the newer model.
We have briefly reviewed some of the changes in the newer contract, but given the extensive work undertaken in 2023, and the fact that we have several long-serving employees (two with approximately 19 years' service and another with 10 years), we would welcome your advice on whether there is a particular need or benefit to undertaking another full contract review at this stage.
Are there significant changes in the newer model contract that we should be considering, or would it be reasonable to continue with our existing contracts, provided they remain legally compliant and appropriate?

We would also appreciate clarification on how the proposed staff handbook, individual HR policies, NJC Green Book provisions and model employment contract are intended to work together, particularly to avoid duplication, inconsistencies or inadvertently changing existing contractual entitlements.

We are due to consider the model employment contract, appraisal and performance documentation at our next Staffing Committee meeting on **23 November**, so your advice would be particularly helpful in informing those discussions.
Many thanks for your assistance.
Kind regards,
Teresa

Teresa Strange
Clerk & Responsible Financial Officer
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On Instagram: melkshamwithoutpc
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From: James Corrigan <jamescorrigan@chrgs.co.uk>
Sent: 26 August 2026 15:51
To: Teresa Strange <clerk@melkshamwithout-pc.gov.uk>
Subject: Policies etc

Good afternoon, Teresa,

Really good to meet up with you both earlier today.

As promised please find attached copies of our existing policy suite, appraisal documents and COntract of employment. We are updating the complimentary handbook at present and will sedn out to you soon.

Any queries please do let me know. We look forward to working with you.

Kind regards

James Corrigan
Director
07805 472859

Council consultancy | Council HR and Governance Support



Teresa Strange

From: James Corrigan <jamescorrigan@chrgs.co.uk>
Sent: 07 November 2026 18:09
To: Teresa Strange
Subject: Re: Policies etc

Good afternoon, Teresa,

Positive action is recognised within S 158 & 159 Equality Act 2010 as being lawful, this could be as you state guaranteeing an interview to all disabled people who meet the essential criteria. Please be aware some employers have encountered issues with this due to number of people "self-diagnosing" neuro diverse disabilities. So advice is to require medically certified disability or to exclude a disability of self-diagnosed.

Discrimination would be for example not making reasonable adjustments at interview for a disabled person for example.

I will answer the original email separately.

Kind regards

James Corrigan
Director
07805 472859

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2026-11-07 4:01 pm, Teresa Strange wrote:

> Hi James
> There was some discussion about the difference between positive action and positive discrimination, and members were unsure what the provision would mean in practice.
> Could you clarify what positive action would permit the Council to do during recruitment, including whether this might involve offering guaranteed interviews to disabled applicants who meet the essential criteria for a role?
> Members were particularly keen to understand how this would operate alongside our normal shortlisting and selection procedures, ensuring that all applicants continue to be treated fairly.

This relates to the Recruitment Policy and clause 3.1e Positive action in employment for disabled people

Many thanks, Teresa

From: Teresa Strange
Sent: 07 November 2026 13:31
To: 'James Corrigan' <jamescorrigan@chrgs.co.uk>
Subject: RE: Policies etc

Hi James

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1. Number and scope of policies
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Members questioned whether such an extensive suite of policies was proportionate for a council of our size and whether some related policies could be combined into broader documents. My own view is that having policies in place provides protection for the Council. Although certain circumstances, such as neonatal care leave, may not currently apply to our workforce, having an appropriate policy already available means we are prepared should the situation arise in future.

Would you recommend retaining the full suite of individual policies for this reason, or is there scope to consolidate some without losing the protection or guidance they provide?

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From: James Corrigan <jamescorrigan@chrgs.co.uk>
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Subject: Policies etc

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Kind regards

James Corrigan
Director
07805 472859

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Agenda Item 7(b)(ii), (iii) and (iv) –

Staff Appraisals and Performance Management

The Council's existing appraisal form has been included for comparison, alongside two new appraisal forms provided by CHRGS, our HR specialists. One is designed for councillors to use when undertaking the Clerk's appraisal, and the other for the Clerk to use as line manager when appraising the other four members of staff. CHRGS has also provided a one-to-one support document and an Appraisal Policy for members to review.

A separate Performance Improvement Policy is also included under item (iv) for consideration and approval. This deals with managing performance concerns rather than the routine annual appraisal process.

(NB: There is no agenda item 7b i – you aren’t missing anything, the Microsoft gremlin added it to my heading for the group of policies we had agreed to consider together!)

HR25 – Appraisal Policy

XXXX Council

COUNCIL LOGO

Adopted:
Revised:
Review: Biannually or as changes are required.

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HR25 - Appraisal Policy

1. Introduction

1.1. Our appraisal process celebrates success; reflects on past performance; identifies any training, development or performance needs; and motivates you to perform in the [[*year*] **or** [*insert period*]] ahead.

1.2. This Policy:

a Explains the principles that underpin our approach to appraisals

b Sets out the different roles and responsibilities that you and your [*line manager*] have as part of the appraisal process

c Provides guidance on how to set strong objectives against which to measure your future performance

d [Explains our 360-degree approach to feedback and what this might mean for you]

e Sets out some of the opportunities presented by our appraisal process

f Explains how we will store appraisal materials and how you can access them to appraise your ongoing performance

g Explains the connection between our appraisal structure, training and development and performance management

1.3. Please note that this Policy does not form part of your contract of employment. We reserve the right to amend or remove this Policy.

1.4. This Policy applies to all employees of the Council.

2. Key principles underpinning our approach to appraisals

2.1. We will be guided by the following principles in our approach to appraisals:

a All employees will be appraised fairly.

b Discussion in relation to performance will be evidence-based where possible.

c Appraisal meetings will be held privately.

d We will provide constructive feedback on past performance.

e We will recognise good work.

f We will make sure that the appraisal process does not exist in a vacuum – it should form the basis of an ongoing discussion between you and us regarding your performance and direction.

g We will set clear objectives for the period ahead.

3. How our appraisal process works

3.1. [*Insert a brief explanation of how appraisals operate within your Council. Some templates are set out below, taken from the most common types of appraisal processes.*]
[**EITHER (if you operate a traditional annual appraisal process)**
[We have an annual appraisal cycle with appraisals being carried out once a year [in around [*insert month if appropriate*]]. You will generally be appraised by your [*line manager*]. You will be contacted by your [*line manager*] to arrange an appraisal meeting. Before your appraisal meeting, you should complete the appraisal form and carry out any necessary preparation. You should review your previous appraisal to consider whether previously set objectives have been met. Your completed appraisal form should be shared with your [*line manager*] a week before your appraisal meeting.]

OR (if you have a 'regular check-in' approach to appraisals)
[We operate a [*quarterly*] check-in appraisal process, in which the first meeting each year is more formal and then regular check-ins held throughout the year are less formal. By holding regular check-ins, we aim to focus on issues as and when they arise rather than allowing issues to become stale over time. The general structure of our check-in approach is that annual objectives will be agreed at the first appraisal meeting. These will then be assessed, reviewed and amended as appropriate at the first check-in and second check-in, which will be held [*at the end of each quarter*]. A final meeting will be held [*at the end of the year*], at which performance over the whole year will be reviewed. At this final meeting, there will be an opportunity to discuss wider issues, such as career aspirations and council plans, and objectives will be set for the year ahead.]]

4. Our role in the appraisal process

4.1. Having a positive experience of the appraisal process can have a big impact on your motivation. We know it is important that our appraisal structure is fit for purpose, that those involved are appropriately trained, that all necessary preparation is undertaken and that appraisals are carried out in an atmosphere of respect. We make the following commitments in terms of our conduct as part of the appraisal process [*Delete/amend as appropriate. Not a legal requirement*]:

a [We will arrange to send out 360-degree feedback requests to your colleagues.]

b We will gather evidence to support our position on attainment.

c We will encourage self-assessment.

d We will listen and ask open questions.

e We will aim to agree solutions with you to any issues which arise.

f We will identify any training and development needs.

g We will provide constructive criticism which is improvement focused.

h We will work with you to create clear objectives to take forward.

i We will ensure that our discussions, outcomes and objectives are recorded in writing.

5. Your role in the appraisal process

5.1. To get the best out of the appraisal process, you need to take an active role. This means you should:

a Review your objectives and your previous appraisal in good time before the meeting.

b Take the time to gather evidence to show the extent to which you have met your previous objectives.

c Be in a position to explain where and why you have not met your previous objectives and have proposals for how we can help you make sure similar objectives can be met fully in the future.

d Ensure that any new proposed objectives are SMART (see section 6).

e Prepare all paperwork in advance of the meeting.

f [Suggest colleagues from whom it would be appropriate for us to seek 360-degree feedback.]

g Ensure that your documentation is sent to your appraiser seven days before the meeting itself.

h Take time in advance of the meeting to reflect on what outcome you would like from the appraisal process, including thinking about any training requests, career aspirations and any points of concern you may wish to raise.

6. Tips for setting strong objectives and how to assess achievement against them

6.1. We want all objectives set as part of the appraisal process to be **SMART**. This means that they should be:

a **S**pecific – They should be simple and clearly written.

b **M**easurable – They should include a mechanism by which to judge achievement.

c **A**chievable – They should be attainable, even if they involve some stretching.

d **R**ealistic – They should be within your capabilities and relevant to your role.

e **T**ime-bound – They should include a timeframe within which they should be completed.

You should have this acronym in mind whenever you create or discuss a new objective.

6.2. In assessing performance against objectives, we will generally want you to set out examples of achievement using an **SBI** approach. **SBI** provides the following structure within which examples of performance against objectives can be set out:

a **S**ituation – Set out the situation within which you believe the objective was met.

b **B**ehaviour – Explain what you did.

c **I**mpact – Set out the impact that your behaviour had and how it demonstrates performance against a given objective.

7. Feedback

7.1. [*Amend or delete as appropriate*.] Our appraisals are 360-degree. They look not only at performance but also collaboration, teamwork and behaviours towards others. We will usually ask you to nominate colleagues from whom you would be happy to receive 360-degree feedback. We trust that you are best placed to know who you work with most closely, although we may, on occasion, request 360-degree feedback from others who you have not nominated. The replies received will be discussed during the appraisal meeting.

7.2. If you are asked to complete 360-degree feedback for a colleague, then you must provide fair and honest feedback. Where you can, provide evidence to support any specific feedback given.]

8. Next steps following your appraisal

8.1. After your appraisal meeting, you should work with us to make sure that all necessary follow-up is completed and that the completed forms are sent to [*our HR department*] where they will be reviewed and stored in accordance with our [*Data Protection Policy*].

8.2. You can access your previous appraisal documentation at any time by [*insert method by which employees can access their submitted appraisal documentation*].

8.3. If a performance management concern has been discussed as part of the appraisal process, then we may take matters forward in line with our [*Performance Management Policy*].

8.4. If a training or development need has been highlighted as part of the appraisal process, then this will be taken forward in line with our [*Training and Development Policy*].

8.5. If you are unhappy with any part of the appraisal process, then you should raise this in the first instance with your appraiser. If you are not able to do this, or if the matter remains unresolved following these discussions, then you should refer to our [*Grievance Policy*].

9. Useful links and contacts

9.1. The following internal policies are referred to in this Policy and contain additional information and guidance [***amend as appropriate***]:

a [*Training and Development Policy*]

b [*Performance Management Policy*]

c [*Grievance Policy*]

d [*Data Protection Policy*]

e [*insert details of any other relevant policies here*]

9.2. [*Insert links to any intranet pages with appraisal materials/forms on them or similar. If possible, avoid including specific information; instead, provide a link to where this information can be found. This will mean that the Policy is less likely to become quickly out of date*].

10. Administration of the Appraisal Policy

[*Insert name of relevant person or department*] is responsible for the administration of the Appraisal Policy. Should you have any feedback, please contact [*insert contact details*].

Melksham Without Parish Council

Appraisal Form

NAME:

JOB ROLE:

DATE OF APPRAISAL:

APPRAISERS:

- **Which aspects of the job have been accomplished well?**

- **Which objectives have been fully met / partially met / not met?**

- **In which aspects of the job could you/the appraisee have performed better?**

- **What influences have made the job difficult to perform/been barriers to achievement?**

- **Are there any aspects of work that have affected your wellbeing or caused stress, and is there any support or practical adjustment the Council could put in place to help?**

- **What strengths do you/does the appraisee bring to the job?**

- **What are the goals and challenges for the next review period?**

- **What training and development would help to achieve these goals?**

- **What skills and knowledge relevant to the role/career aspirations would the appraisee like to gain in the future?**

- **What improvements to the Council or the department can the appraisee suggest for the future?**

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Appraisal and performance management scheme pack (Guidance for Councillors relating to the Parish / Town Clerk)

The successful operation of any Council depends primarily on using the full potential of its workforce.

This necessitates certain criteria being met which are to the benefit of both the Council and its employees and requires a strategy to be put in operation to achieve this aim.

The Council should have a performance management scheme in place to support the Clerk, and where the Council employs additional staff, the Clerk has in place a scheme to support those employees, see Line Managers Guidance Pack.

Both Councillors and the Clerk have to be aware of the requirements of the Clerk's post. This is best served by having an up-to-date job description for each role ideally linked to the strategic plan for the Council.

Councillors delegated to conduct the appraisal should ideally be trained to do so or have professional HR support available at the appraisal meeting and available to consult during the regular "one to one" meetings. Council HR & Governance Support can provide training and or support at the appraisal meeting is so required, www.chrgs.co.uk

Councillors should be able to identify the development needs of the Council and the Clerk in line with the Strategic Objectives, policies, and decisions of the Council. To meet this aim there is a requirement for the appointed Councillors to undertake regular "one to one" meetings as well as at least an annual formal appraisal.

The interests of the Council and its residents/customers are best served by a workforce, which as individuals and a team, are carrying out their tasks to the most effective performance level. This is what performance management and appraisals are seeking to achieve and why they can have a positive impact on employees and consequently the overall Council performance.

At the end of the appraisal, the Clerk should not be left feeling deflated. The aim is motivation with the knowledge that through targeting objectives, the line manager and the employee are working together to achieve the aims of the Clerk to be equipped better for his/her present or future roles within the Council.

This guide has been produced by Council HR & Governance support to assist Councillors in the support and performance management of their clerks.

Who should conduct the one-to-one meetings and the annual appraisal of the Clerk?

Ideally two Councillors should be tasked with performance managing and supporting the Clerk including one to one meetings and annual appraisal. The regular "one to one" meetings ideally should be conducted monthly. All parties should enter into such meetings with mutually trust and respect and noting that the Clerk remains answerable to the full Council only and not individual Councillors.

The Councillors should be given some expert training in leadership, performance management and motivation before commencing the performance management of the Clerk.

Why are one to one meetings important?

Regular one to one meetings between the designated Councillors and the Clerk are important to ensure the Clerk is supported and is effective in their work, the meeting will:

- provide a safe environment for the Clerk and Councillors to discuss performance
- be an opportunity to review current workloads and targets
- ensure priority is given to the most important areas of work
- enable both parties to clarify what is required
- set priorities until the next one to one meeting
- provide as early as possible an opportunity to address poor performance
- review recent achievements
- where necessary highlight, agree and arrange for training to address weaknesses

The purpose of one-to-one meetings is to:

- provide a safe environment for open and frank discussion
- ensure there is a regular channel open for the Clerk and Councillors to discuss the employee's performance
- ensure performance is of an acceptable standard
- find solutions to any issues
- ensure objectives are being met
- provides an opportunity for all Councillors to feed into the process via the designated Councillors
- Provide a regular avenue for feedback to Councillors on progress against objectives

Conduct of the meeting

The meeting should be informal, private, and held on time at an agreed location and time. The meeting should be collaborative and both parties should feel able to discuss all matters relating to performance, workload priorities and training. A brief action note should be agreed at the end of each meeting which both parties retain a copy of to use at the next meeting, the action plan on page 11 of this guide is suitable for this purpose as well as for the appraisal. It is reasonable to share non personal agreed objectives from the one-to-one meetings with all Councillors to ensure communication within the Council is working well.

The agreed outcome of the meeting including a summary of items discussed and agreed actions should be emailed by the manager to the employee as soon as possible, ideally at the end of the meeting.

The frequency of the one to eon meetings is a matter of judgement for the manager and the current progress of the employee. For example, during the early period of employment the meetings may be weekly but once settled and performing well could be monthly. The meetings should not take up a significant amount of time anywhere between 15 and 30 minutes should be sufficient.

What if the Clerk is underperforming?

If there is a persistent failure to improve performance the one to one meeting should be more formal, and the Councillors take the lead. Prior to this appropriate HR advice should be sought. Previous discussions and agreed objectives to improve performance should be reviewed. The Councillors should then seek to understand why the Clerk's performance is not as required. If solutions can be found, then these should be offered. If it is clear that there is a capability issue the Councillors need to be cognisant that disciplinary proceedings will be necessary in the absence of any other solution. HR advice should again be sought.
Performance issues should never be left until the appraisal they should be raised at one-to-one performance management meetings.

What not to do

The Council should not allow the Clerk to be performance managed via public Council or Committee meetings. This does not mean that the Clerk / Council cannot be challenged at meetings, such challenges must be reasonable and proportionate. Ideally by the time of the appraisal the performance issues will have been resolved.

Why appraisals are important

The system of appraisal will provide the means for Councillors and the Clerk to jointly review his/her performance and in doing so it will:

- help improve the Clerks future job performance by identifying strengths and weaknesses and determining how strengths can best be utilised and how weaknesses can be overcome
- help reveal problems which may be restricting the Clerks progress and causing inefficient work practices
- encourage regular dialogue between the Council and the Clerk about their work performance which will result in improved communications and clearer direction
- develop a greater degree of consistency by ensuring that the Council and the Clerk meet formally and regularly to discuss performance and potential
- move away from us reacting to an event into preparing for the event.

The purpose of the appraisal scheme is to:

- ensure an understanding and awareness of the individual/business objectives and the barriers preventing their achievement
- develop a knowledge and agreement of what is expected of the Clerk and how their contribution fits into the organisation
- review the Clerk's performance, giving a formal opportunity to discuss progress and identify improvements and build on strengths
- review potential development needs and to predict the Clerk's future capabilities and how these can be developed
- review progression and to assess the Clerk's eligibility to move up an increment in accordance with their contract
- develop the Clerk so that job satisfaction and job performance is maximised, thus increasing effectiveness and efficiency resulting in the provision of an improved service for residents and customers
- ensure the Council uses its workforce in the most effective way.

The Councillors will start the process by:

- ensuring that the Clerk has a copy of all relevant documentation and suggest that they read it thoroughly
- give the Clerk a preparation for appraisal form, allowing for self-appraisal, asking them to complete it and return it within a specified period
- give any further guidance or clarification on any aspect of the appraisal scheme which the Clerk may want

- arrange a mutually convenient and private date, time, and place for the appraisal interview.

Self-appraisal

Self-appraisal forms the basis for the appraisal interview in terms of what the job is about, how they perform it, and what needs to be done by the Clerk, the Councillors and or the Council. It helps the Councillors and the Clerk to get to know each other better, and to help each other with common problems. The Councillors should encourage the Clerk to complete a self-appraisal as honestly as possible. It is their opportunity to express how they think they have performed. The Councillors and the Clerk may not agree on the answers, but it lets you know how the Clerk thinks they are performing.

Completion of performance appraisal form (line manager)

The appraisal interview revolves around the completion of the performance appraisal form, see below. The Councillors may ask the Clerk to sign the form at the conclusion of the interview, or the performance appraisal form may be completed in pencil and notes made during the interview, with the form being formally completed afterwards. You should then briefly meet again for the Clerk to sign the form.

The form allows for the overall grading of the Clerks performance. Having carefully considered their job performance, the Councillors will decide which of the ratings most accurately reflects and summarises their work over that year.

It is important to understand exactly what the ratings mean, their definitions, and how they relate to an individual's performance, the department, and the Council. The overall performance is evaluated on a five-point scale related to degrees of effectiveness (the sixth option applies to new employees or those who have been in the current job for less than three months).

The form should only be seen on a need-to-know basis in accordance with GDPR. However, a separate document detailing the objectives set should reasonably be available for all Councillors to view.

Appraisal interview

The appraisal interview should be a frank and open discussion. It should not be a stressful, highly pressurised situation where the parties involved are unaware of the objectives of the interview. The Councillors and the Clerk should bear in mind that the interview should be a discussion with several purposes. These are:

- to discuss the Clerk’s job performance

- to discuss the Clerk's strengths, and ways of building on them both for their benefit and the Council's
- to identify any shortcomings, and ways of overcoming them, as they affect them and the Council
- to discuss the overall grading of their performance. Remind them to bring with them their preparation for appraisal form.

To achieve this during the interview the Councillors should:

- ensure there are no interruptions during the meeting in a private room with phones turned to silent and put away
- put the Clerk at ease and state the purpose of the interview (two-way communication)
- discuss the job situation and aspirations
- have accurate knowledge of the required and actual job performance
- give praise for effective work. If possible, relate to specifics
- limit criticism to two or three points of minor importance - specifics (unless there are severe shortfalls)
- invite self-criticism, encourage comment and questions
- discuss any obstacles to improvement - think positively
- summarise all major points discussed (at each stage)
- review previous targets
- ensure action plan is agreed and understood (consult)
- agree targets and review dates
- listen and be seen to be listening
- ask open-ended questions, beginning with "how", "why", "when"
- not make promises you may not be able to keep
- appraise job performance, not the person (don't be biased - either way)
- spend as much time as possible looking to the future
- If any changes are needed to the job description agree these for recommendation to the appropriate committee

There is space on the performance appraisal form for the Clerk to make any comments about his/her appraisal if he/she so wishes. The Clerk may record anything he/she feels regarding the discussion, the rating, or any aspect of the appraisal process.

The Councillors should sign the performance appraisal form to confirm that they have discussed this appraisal with the Clerk. The Clerk can raise any issue if he/she is unhappy about his/her appraisal or rating, this should be dealt with appropriately. Councillors are trying to evaluate exactly how the Clerk has performed in each of these areas, together with his/her overall performance of the job as a whole. The

Councillors assessment of his/her performance should have been included on the performance appraisal form.

After the interview

Complete the agreed action plan. The Councillors should then explain the philosophy and mechanics of the form to the Clerk, and possibly discuss in general terms his/her targets/objectives. A further meeting should then be arranged to discuss, amend, if necessary, and jointly formulate the agreed action plan which will be shared with all Councillors.

Reviewing and updating these targets provides other occasions for all to meet and discuss the Clerks performance during the year.

Preparation for appraisal form

The comments you make on this form are to assist in your appraisal.

On the appraisal form itself a space is provided for you to make any comment you may wish regarding your appraisal.

Clerk's name:	Date of appraisal:
Job title:	Department:
Which parts of the job have you performed best? How did you achieve this?	
Which parts of the job have you performed less well? Were there any circumstances which prevented a better performance?	
What could or should be done by you, the Council or anyone else to help improve your performance?	
How have you performed against the targets set at your last appraisal?	
Notes to bring to the appraisal interview	

How have you performed against the targets set at your last appraisal ?		
Area	Target details	Target achieved? Comments?

Performance appraisal form

Consider the Clerk's performance in general over the period of review, relating in particular to agreed targets/objectives/standards of performance, and to the existing job description.

Clerk's name:	Date of appraisal:
Job title:	Department:
Appraisal period:	
Which parts of the job has the Clerk performed most effectively?	
How has this been achieved?	
What action will be taken to build on the above strengths?	
What parts of the job could have been done better?	
Why was this?	
What action will be taken to overcome the above difficulties?	

Details of the targets set at the last appraisal for the Clerk		
Area	Target details	Target achieved? Comments?

Overall grading of performance (tick as appropriate)	
Constantly gives an outstanding performance in most areas of their job.	
Constantly gives more than an effective performance in most areas of their job.	
Gives an effective performance	
Sometimes gives an effective performance but some improvement required in many areas of their job (review in six months).	
Constantly underachieving and less than effective in most areas of their job (review in three and six months).	
Too early to assess (review in six months).	
Learning needs identified	
Employee comments	

Action plan 20XX – 20XX

These targets should be aligned to the Councils strategic plan / targets / objectives and include specific training to undertake

Name:	
Position:	

Area	Target details	Target completion date

Date set for next annual appraisal **XX/XX/20XX**

Signed Appraiser **……**
Date

Signed Appraisee **……**
Date

Checklist for conducting a performance appraisal

A constructive and positive performance appraisal is an important part of internal management of employees' performance. When conducting the appraisal meeting, the following points can be considered:

- ☐ Ensure the appraisal can take place without any disruption or distractions.
- ☐ Ensure the line manager is comfortable with assessing job-related performance and understands the process to be followed.
- ☐ Have a copy of the performance appraisal form to guide the structure of the meeting. The form can effectively be worked through, asking the employee for their comments.
- ☐ Ensure that notes of discussions are accurately recorded, whether on the performance appraisal form or in a separate document.
- ☐ Approach the performance appraisal in a positive, constructive, and sensitive manner.
- ☐ Be an engaged listener and ensure your body language is welcoming and positive.
- ☐ Focus on asking open-ended questions to encourage the employee to be open and honest in their answers.
- ☐ Avoid making promises that cannot be kept. For any matters which cannot be confirmed during the appraisal, ensure you take further action and feedback to the employee at a later date.
- ☐ Begin the appraisal by putting the employee at ease and state the purpose of the process. Remind the employee that this is a two-way conversation about their past, and future, performance within the Council.
- ☐ Discuss the job situation and aspirations of the employee within the business.
- ☐ Give praise for effective work and positive feedback on achievements and results, linking this to specific projects or tasks completed.
- ☐ Where no major performance issues are noted, limit criticism to constructive feedback on two or three points, linking this to specific projects or tasks completed.

- [ ] Invite and encourage the employee to engage in the appraisal, including by providing self-criticism, comments, and questions.

- [ ] Invite the employee to feedback any deemed obstacles to improvement or make suggestions on deemed obstacles.

  Discuss how these obstacles can be positively tackled, including whether additional organisational support can achieve this.

- [ ] Discuss objectives for the previous performance period. Discuss and confirm whether objectives have been met. If not, discuss any next steps such as the commencement of a formal management process or the extension of deadlines.

- [ ] Discuss and agree future performance objectives and the performance period. Agree periodic review dates to ensure these objectives are on-track.

- [ ] Complete the performance appraisal form and the action plan, outlining the confirmed future objectives. Ensure this is signed and dated by the manager carrying out the appraisal.

- [ ] Provide the completed appraisal documents to the employee, allowing them to note any comments and sign the documents to confirm their agreement.

  Ensure periodic performance reviews are scheduled in advance. This supports the performance management process and underlines the importance of good performance to the employee.

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Appraisal and performance management scheme pack (Line Manager)

The successful operation of any Council depends primarily on using the full potential of its workforce.

This necessitates certain criteria being met which are to the benefit of both the Council and its employees and requires a strategy to be put into operation to achieve this aim.

Both supervisors and staff have to be aware of the requirements of the individual post. This is best served by having an up-to-date job description for each role ideally linked to a strategic plan for the Council.

Managers/supervisors have to be able to identify the development needs of the Council and their employees. To meet this aim there is a requirement for line managers to undertake regular one to one meetings as well as an at least an annual formal appraisal.

The interests of the Council and its residents/customers are best served by a workforce, which as individuals and a team, are carrying out their tasks to the most effective performance level. This is what performance management and appraisals are seeking to achieve and why they can have a positive impact on employees and Council performance.

At the end of the appraisal and one to one meeting, the employee should not be left feeling deflated. The aim is motivation with the knowledge that through targeting objectives, the line manager and the employee are working together to achieve the aims of that employee to be equipped better for his/her present or future roles within the Council.

This booklet has been produced to assist line managers in the completion of appraisals for their employees.

Why are one to one meetings important?

Regular one to one meetings between a manager and individual employees in their line of management are important to ensure the employee is supported and is effective in their work, the meeting will:

- provide a safe environment for the employee and manager to discuss performance
- be an opportunity to review current workloads and targets
- ensure priority is given to the most important areas of work

- enable both parties to clarify what is required
- set priorities until the next one to one meeting
- provide as early as possible an opportunity to address poor performance
- review recent achievements
- where necessary highlight and arrange for training to address weaknesses

The purpose of one-to-one meetings is to:

- provide a safe environment for open and frank discussion
- ensure there is a regular channel open for the employee and manager to discuss the employee's performance
- ensure performance is of an acceptable standard
- find solutions to any issues
- ensure objectives are being met

Conduct of the meeting
The meeting should be informal, private, and held on time at an agreed location, mobile phones should be placed on silent and put away. The meeting should be collaborative and both parties should feel able to discuss all matters relating to performance, workload priorities and training. A brief action note should be agreed at the end of each meeting which both parties retain a copy of to use at the next meeting, the action plan on page 10 of this guide is suitable for this purpose as well as for the appraisal.

The agreed outcome of the meeting including a summary of items discussed and agreed actions should be emailed by the manager to the employee as soon as possible, ideally at the end of the meeting.

The frequency of the one to eon meetings is a matter of judgement for the manager and the current progress of the employee. For example, during the early period of employment the meetings may be weekly but once settled and performing well could be monthly. The meetings should not take up a significant amount of time anywhere between 15 and 30 minutes should be sufficient.

What if the employee is underperforming?
If there is a persistent failure to improve performance and achieve objectives that are agreed the meeting should be more formal and the manager takes the lead. Previous discussions and agreed objectives to improve performance should be reviewed. The manager should then seek to understand why the employee's performance is not as required. If solutions can be found, then these should be offered. If it is clear that there is a capability issue the manger needs to be cognisant that disciplinary

proceedings may be necessary in the absence of any other solution. HR advice should be sought.

Performance issues should never be left until the appraisal they should be raised at one-to-one performance management meetings. Ideally by the time of the appraisal the performance issues will have been resolved.

Why appraisals are important

The system of appraisals will provide the means for you and your employee to jointly review his/her performance and in doing so it will:

- help improve your employee's future job performance by identifying strengths and weaknesses and determining how strengths can best be utilised and how weaknesses can be overcome
- help reveal problems which may be restricting your employee's progress and causing inefficient work practices
- encourage regular dialogue between yourself and your employees about their work performance which will result in improved communications and clearer direction
- develop a greater degree of consistency by ensuring that you and your employees meet formally and regularly to discuss performance and potential
- assist succession planning and determine suitability of employees for promotion
- move away from reacting to an event into preparing for the event.

The purpose of the appraisal scheme is to:

- ensure an understanding and awareness of the individual/business objectives and the barriers preventing their achievement
- develop a knowledge and agreement of what is expected of individuals and how their contribution fits into the Council
- review the individual's performance, giving a formal opportunity to discuss progress and identify improvements and build on strengths
- review potential development needs and to predict the employee's future capabilities and how these can be developed
- review progression and to assess the employee's eligibility to achieve promotion
- develop individuals so that job satisfaction and job performance is maximised, thus increasing effectiveness and efficiency resulting in the provision of an improved service for our clients/customers
- ensure we use our workforce in the most effective way.

The line manager will start the process by:

- ensuring that the employee has a copy of all relevant documentation and suggest that they read it thoroughly
- give the employee a preparation for appraisal form, allowing for self-appraisal, asking them to complete it and return it within a specified period
- give any further guidance or clarification on any aspect of the appraisal scheme which the employee may want
- arrange a mutually convenient date, time, and place for the appraisal interview.

Self-appraisal

Self-appraisal forms are the basis for the appraisal interview in terms of what the job is about, how they perform it, and what needs to be done by them, you, or the Council. It helps you and the employee to get to know each other better, and to help each other with common problems. You should encourage employees to complete a self-appraisal as honestly as possible. It is their opportunity to express how they think they have performed. You and the employee may not agree on the answers, but it lets you know how the employee thinks they are performing.

Completion of performance appraisal form (line manager)

The appraisal interview revolves around the completion of the performance appraisal form. You may ask the employee to sign the form at the conclusion of the interview, or the performance appraisal form may be completed in pencil and notes made during the interview, with the form being formally completed afterwards. You should then briefly meet again for the employee to sign the form.

The form allows for the overall grading of the employee's performance. Having carefully considered their job performance, you will decide which of the ratings most accurately reflects and summarises their work over that year.

It is important to understand exactly what the ratings mean, their definitions, and how they relate to an individual's performance, and the Council. The overall performance is evaluated on a five-point scale related to degrees of effectiveness (the sixth option applies to new employees or those who have been in the current job for less than three months).

Appraisal interview

The appraisal interview should be a frank and open discussion. It should not be a stressful, highly pressurised situation where the parties involved are unaware of the objectives of the interview. You and your employee should bear in mind that the interview should be a discussion with several purposes. These are:

- to discuss the employee's job performance
- to discuss their strengths, and ways of building on them both for their benefit and the Councils
- to identify any shortcomings, and ways of overcoming them, as they affect them and the department
- to discuss the overall grading of their performance. Remind them to bring with them their preparation for appraisal form

To achieve this during the interview you should:

- put the employee at ease and state the purpose of the interview (two-way communication)
- Make sure you are in a private room with no interruptions and phones are turned off an put away
- discuss the job situation and aspirations
- have accurate knowledge of the required and actual job performance
- give praise for effective work. If possible, relate to specifics
- limit criticism to two or three points of minor importance - specifics (unless there are severe shortfalls)
- invite self-criticism, encourage comment and questions
- discuss any obstacles to improvement - think positively
- summarise all major points discussed (at each stage)
- ensure action plan is agreed and understood (consult)
- agree targets and review dates
- listen and be seen to be listening
- ask open-ended questions, beginning with "how", "why", "when"
- not make promises you may not be able to keep
- appraise job performance, not the person (don't be biased - either way)
- spend as much time as possible looking to the future.

There is space on the performance appraisal form for the employee to make any comments about his/her appraisal if he/she so wishes. The employee may record anything he/she feels regarding the discussion, the rating, or any aspect of the appraisal process.

You should sign the performance appraisal form to confirm that you have discussed this appraisal with your employee. The employee can raise any issue if he/she is unhappy about his/her appraisal or rating, this should be dealt with appropriately. You are trying to evaluate exactly how the employee has performed in each of these areas, together with his/her overall performance of the job as a whole. Your

assessment of his/her performance should have been included on the performance appraisal form.

After the interview

Complete the agreed action plan. You should then explain the philosophy and mechanics of the form to the employee, and possibly discuss in general terms his/her targets/objectives. A further meeting should then be arranged to discuss, amend, if necessary, and jointly formulate the agreed action plan.

Reviewing and updating these targets provides other occasions for you to meet and discuss his/her performance with you during the year.

Preparation for appraisal form

The comments you make on this form are to assist in your appraisal.

On the appraisal form itself a space is provided for you to make any comment you may wish regarding your appraisal.

Employee's name:	Date of appraisal:
Job title:	Department:
Which parts of the job have you performed best? How did you achieve this?	
Which parts of the job have you performed less well? Were there any circumstances which prevented a better performance?	
What could or should be done by you, the Council or anyone else to help improve your performance?	
How have you performed against the targets set at your last appraisal?	
Notes to bring to the appraisal interview	

How have you performed against the targets set at your last appraisal?		
Area	Target details	Target achieved? Comments?

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Performance appraisal form

Consider the Employee's performance in general over the period of review, relating in particular to agreed targets/objectives/standards of performance, and to the existing job description.

Employee name:	Date of appraisal:
Job title:	Department:
Appraisal period:	
Which parts of the job has the Clerk performed most effectively?	
How has this been achieved?	
What action will be taken to build on the above strengths?	
What parts of the job could have been done better?	
Why was this?	
What action will be taken to overcome the above difficulties?	

Details of the targets set at the last appraisal for the Clerk		
Area	Target details	Target achieved? Comments?

Overall grading of performance (tick as appropriate)	
Constantly gives an outstanding performance in most areas of their job.	
Constantly gives more than an effective performance in most areas of their job.	
Gives an effective performance	
Sometimes gives an effective performance but some improvement required in many areas of their job (review in six months).	
Constantly underachieving and less than effective in most areas of their job (review in three and six months).	
Too early to assess (review in six months).	
Learning needs identified	
Employee comments	

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Action plan 20XX – 20XX

These targets should be aligned to the Councils strategic plan / targets / objectives and include specific training to undertake

Name:	
Position:	

Area	Target details	Target completion date

Date set for next annual appraisal **XX/XX/20XX**

Signed Appraiser **……**
Date

Signed Appraisee **……**
Date

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Checklist for conducting a performance appraisal

A constructive and positive performance appraisal is an important part of internal management of employees' performance. When conducting the appraisal meeting, the following points can be considered:

- ☐ Ensure the appraisal can take place without any disruption or distractions.
- ☐ Ensure the line manager is comfortable with assessing job-related performance and understands the process to be followed.
- ☐ Have a copy of the performance appraisal form to guide the structure of the meeting. The form can effectively be worked through, asking the employee for their comments.
- ☐ Ensure that notes of discussions are accurately recorded, whether on the performance appraisal form or in a separate document.
- ☐ Approach the performance appraisal in a positive, constructive, and sensitive manner.
- ☐ Be an engaged listener and ensure your body language is welcoming and positive.
- ☐ Focus on asking open-ended questions to encourage the employee to be open and honest in their answers.
- ☐ Avoid making promises that cannot be kept. For any matters which cannot be confirmed during the appraisal, ensure you take further action and feedback to the employee at a later date.
- ☐ Begin the appraisal by putting the employee at ease and state the purpose of the process. Remind the employee that this is a two-way conversation about their past, and future, performance within the Council.
- ☐ Discuss the job situation and aspirations of the employee within the business.
- ☐ Give praise for effective work and positive feedback on achievements and results, linking this to specific projects or tasks completed.
- ☐ Where no major performance issues are noted, limit criticism to constructive feedback on two or three points, linking this to specific projects or tasks completed.
- ☐ Invite and encourage the employee to engage in the appraisal, including by providing self-criticism, comments, and questions.

- [ ] Invite the employee to feedback any deemed obstacles to improvement or make suggestions on deemed obstacles.

  Discuss how these obstacles can be positively tackled, including whether additional organisational support can achieve this.

- [ ] Discuss objectives for the previous performance period. Discuss and confirm whether objectives have been met. If not, discuss any next steps such as the commencement of a formal management process or the extension of deadlines.

- [ ] Discuss and agree future performance objectives and the performance period. Agree periodic review dates to ensure these objectives are on-track.

- [ ] Complete the performance appraisal form and the action plan, outlining the confirmed future objectives. Ensure this is signed and dated by the manager carrying out the appraisal.

- [ ] Provide the completed appraisal documents to the employee, allowing them to note any comments and sign the documents to confirm their agreement.

  Ensure periodic performance reviews are scheduled in advance. This supports the performance management process and underlines the importance of good performance to the employee.

One-to-One Support scheme

Purpose

The purpose of one-to-one support is to provide employees with regular structured support, guidance, accountability, and professional development. It creates a safe and reflective space to discuss wellbeing, workload, performance, achievements, challenges, and future goals.

Aims

- Promote employee wellbeing and job satisfaction
- Provide regular management support
- Review workload and priorities
- Identify training and development needs
- Improve communication between manager and employee
- Recognise achievements and strengths
- Address concerns early and constructively
- Support high standards of practice and performance

Frequency

- Formal one-to-one supervision to take place weekly / fortnightly /monthly
- Additional informal check-ins as required
- Extra supervision sessions may be arranged during periods of change, increased workload, or additional support needs

Duration

- Standard supervision meetings to last 15 / 30 / 60 minutes
- Additional time may be arranged if needed

Participants

- Employee
- Line Manager / Supervisor

Format

Supervision should take place in a private, uninterrupted setting, either:

- Face to face

- Online via secure platform
- Telephone (where appropriate)

Standard Agenda

1. Welcome and wellbeing check-in
2. Review of previous actions
3. Current workload / caseload / priorities
4. Successes and achievements
5. Challenges or barriers
6. Performance feedback
7. Learning, development, and training needs
8. Employee reflections and ideas
9. Goals and actions before next meeting
10. Any other business

Roles and Responsibilities

Line Manager

- Prepare for supervision sessions
- Create a supportive and respectful environment
- Listen actively
- Provide constructive feedback
- Offer guidance and problem-solving support
- Record agreed actions, and email to employee
- Follow up on commitments

Employee

- Attend prepared and on time
- Engage openly and professionally
- Share successes, concerns, and support needs
- Reflect on progress and practice
- Take ownership of agreed actions

- Raise training or development requests

Recording

A short supervision record will be completed after each meeting, including:

- Date of meeting
- Key discussion points
- Decisions made
- Agreed actions
- Review date

Both manager and employee should receive a copy, which the manager ideally will email during / immediately after the meeting.

Confidentiality

Discussions in supervision should be treated respectfully and confidentially, unless concerns arise relating to:

- Safeguarding
- Conduct
- Serious performance issues
- Health and safety
- Legal obligations

Review of Scheme

This supervision scheme will be reviewed annually to ensure it remains effective, supportive, and aligned with organisational needs.

Approval

Manager Name: _____
Employee Name: _____
Date: _____

Note for completion

Green type is discretionary and relevant to policies of your Council

Red type needs to be completed

Purple is information for you only to be removed before sending contract to employee.

Advice note:

- The frequency of meetings is very individual depending on the employee, their ongoing performance and how long they have worked for the Council. A new employee should be given more frequent meetings than a long-standing employee. Similarly, an employee who is not performing well should be given more regular meetings also to ensure performance is closely managed and improves.
- The length of the meeting can vary depending on the frequency and the complexity of the role.

HR12 – Performance Improvement Policy

XXXX Council

COUNCIL LOGO

Adopted:
Revised:
Review: Biannually or as changes are required.

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HR12 - Performance Improvement Policy

1. Introduction

1.1. During your employment, there may be times when we think that your performance does not meet the standards we expect. If this happens, we will use this Policy to guide us in understanding why you might be experiencing performance issues and work with you to improve matters. Our aim is to make sure that you perform well in your role, maximise your own performance and, in doing so, ensure the Council delivers quality services for our local residents.

1.2. This policy applies to all employees in the Council.

1.3. This Policy does not form part of your contract of employment. We reserve the right to amend or remove this Policy.

1.4. We will use this Policy flexibly alongside other policies which might also be relevant to the issues you are having. For example, we may consider that an issue raised as one of poor performance is actually misconduct. If so, we will handle this under our [*Disciplinary Policy*]. Likewise, performance issues are sometimes connected to problems with attendance. We will normally deal with these under our [*Absence Management Policy*].

2. Our expected standards

2.1. The standards of performance which we expect you to achieve are communicated to you in several ways:

a In your job description. This sets out the basic requirements of the role which you are doing for us.

b Through our appraisal process. You will work with your [*line manager*] to set clear performance objectives which will be reviewed regularly. Please refer to our [*Appraisal Policy*] for more detail.

c Through your regular one to one meetings with your line manager.

d Through day-to-day feedback you will receive from those you work with. Our managers are proactive in their approach. We encourage them to praise good performance and provide regular feedback on any performance issues they may observe.

e [*Insert any other ways that you may communicate expected performance standards*].

3. [The first two years of employment

3.1. We may not follow our performance improvement process during the early stages of the employment relationship. If we are not satisfied with your performance during your probationary period, or during the first two years of your employment with us, we may simply terminate your employment after following due process.]

4. Initial steps: informal performance improvement

4.1. When a performance issue is raised, we will usually approach you informally first to discuss it. Your [*line manager*] will usually lead this discussion. We will:

a Explain the issues that have arisen and discuss them with you to get your view on them. [We will show you evidence which supports our concerns.]

b Discuss any underlying issues which may have contributed to the performance issues. For example, any medical issues, any additional management support or training you feel you need or any interpersonal issues.

c Discuss any support we can provide to help resolve the performance issues, including additional training, additional support, reallocation of work and other measures. If a medical issue is underpinning a performance one, then we may ask for your consent to obtain a medical report from [*your doctor*] [*occupational health*] [*an appropriate specialist*]. We will refer to our [*Training & Development Policy*] for support with any identified training issues.

d Set out a plan for improvement, including a clear timescale which takes account of any additional supportive measures which may take time to put in place. We will put this plan in writing, give you a copy and retain a copy.

4.2. We will usually agree a time to meet to review the success of the measures we have agreed at this informal meeting. This will allow a reasonable amount of time for any supportive changes to take effect.

4.3. If, when we meet, your performance has not improved sufficiently, then we will either extend the informal process or move. to the formal performance improvement process set out below.

4.4. Depending on the circumstances of each case, we may choose to omit the information process and move straight to the performance improvement process set out below.

5. Performance improvement plans (PIPs)

5.1. A PIP is a document which we will put together with you to guide us through the formal performance improvement process. It is a document which sets out:

a The areas where improved performance is required

b Clear performance objectives which you will need to meet

c The evidence we will look at to check whether those objectives have been met

d The timescale for meeting those objectives

e Any supportive measures we will put in place to help you meet those objectives

5.2. It is a document which will help both you and us to focus on the improvement required and to assess improvement.

5.3. We usually use PIPs throughout the formal performance improvement process. We may also use them at an earlier stage of the process, when intervention remains informal.

6. The formal performance improvement process

6.1. If we have not seen an adequate improvement following the informal process set out above, or if we decide that the issues are sufficiently serious that they need to be placed on a formal footing at an early stage, then we will begin to follow our formal performance improvement process:

a Stage 1 meeting – At this meeting, we will aim to agree a PIP with you. This will highlight all performance concerns, the standard expected and how we will work together to achieve that standard. We will agree a timetable for improvement with you. This will depend on the issues but will generally be at least four weeks in duration. If a PIP cannot be agreed between us, then we will set it without your agreement, but only after we have tried to understand why you think the standards we expect of you are not reasonable or attainable.

b Stage 1 review meeting – At the end of the review period, we will hold a Stage 1 review meeting at which your progress will be discussed. If your performance has not improved sufficiently, then we may issue a first written warning for performance and move to Stage 2 of the process. We will put a further review period in place (usually at least 4 weeks in duration). Changes to the PIP and additional support will also be discussed.

c Stage 2 review meeting – Following the Stage 2 review period, we will hold a meeting where your progress will be discussed. Again, if your performance has not improved, then we may issue a final written warning for performance and move to Stage 3 of the process. We will put a further review period in place (usually at least 4 weeks in duration). Changes to the PIP and additional support will also be discussed.

d Stage 3 review meeting – Following the Stage 3 review period, we will hold a meeting where your progress will be discussed. At this meeting, if your performance has not improved sufficiently, you may be dismissed from our employment with notice for capability.

6.2. At each stage of the formal process the outcome of the meeting will be confirmed to you in writing, including (if relevant) details of the possible consequences of failing to improve during the relevant timescale or of additional poor performance in other areas.

6.3. Other options at each stage of the formal process include taking no further action or extending the review period.

6.4. Sometimes, we may omit Stage 2 and move straight from Stage 1 to Stage 3 (meaning you get two rather than three periods in which to demonstrate your improvement). It is up to us whether this happens or not.

7. Performance improvement meetings

7.1. It is your responsibility to attend meetings under this Policy, but if you cannot, we will normally reschedule them, provided we are satisfied with your reason for not attending. We will normally only reschedule the meeting once unless there is a very good reason to justify a second rescheduling. If you fail to attend a rescheduled meeting, we may have to make decisions in your absence.

7.2. [[Please do not record performance improvement meetings without our consent, as this suggests that you do not trust our process or the managers who are conducting the meeting. [We may decide to deal with any covert recording under our [*Disciplinary Policy*].] If you have misgivings about either the process or the managers leading it, you should tell us openly so that we can address your concerns. In turn, we will not record the meeting without your knowledge.] **Or** [We may record the meeting, but we will not do so without telling you. You are welcome to record the meeting if you wish, but please tell us beforehand, as we think it is discourteous to the managers involved for you to make a covert recording. You will also get a better quality recording if you do so openly rather than covertly.]]

7.3. [A notetaker will usually attend formal meetings under this Policy to take notes.]

7.4. You will be given a copy of any evidence to be relied upon before the meeting and a copy of the notes after the meeting.

7.5. We will go through all the details at the meeting so that you fully understand our concerns with your performance and the standards of performance we need you to meet.

7.6. We would like to understand any reasons for your poor performance. If you consider that a medical condition or personal issues are affecting your performance, please tell us so that we can take medical advice where necessary and consider any reasonable adjustments.

7.7. We will give you the time you need to respond to the concerns raised and put your own case. We will also give you the chance to question us, present your own evidence, call your own witnesses, and respond to evidence that any of our witnesses put forward. If there are any questions you want us to ask anybody else, please tell us and (unless there is a good reason not to) we will make sure they are asked.

7.8. We will discuss with you the targets for improvement that we need you to meet and the timescale for that improvement. We will also let you know of any support we will provide (such as training or supervision) to help you.

7.9. If we decide at any point during the process to take no further action, we will tell you.

8. The right to be accompanied

8.1. You are entitled to be accompanied by a colleague or trade union representative at any meeting called under this Policy where you face a formal warning, or dismissal, as a result of that meeting. This right does not extend to any investigation or informal meetings that lead up to a formal performance improvement meeting.

8.2. If you want to exercise this right, you should tell us as soon as possible who you want to accompany you. It is your responsibility to arrange for them to attend. If you choose a work colleague, we will not prevent them from attending but we may rearrange the meeting if their absence from work would cause operational problems.

8.3. Your colleague or union representative can, if you'd like them to, explain the key points of your case to the meeting and can respond on your behalf. You can also confer with them during the meeting. However, they must not answer questions put directly to you or try to prevent us from asking questions or outlining our points.

9. Right of appeal

9.1. At each stage of the formal process, you have the right to appeal any warning given. In the case of dismissal, you have the right to appeal the dismissal. Please send your appeal in writing to [*HR*]. A manager who has not had previous involvement in the process will usually handle your appeal.

9.2. If you lodge a grievance during the performance improvement process, which we think arises from the performance improvement process, we will normally treat it as an appeal under this process rather than a free-standing grievance.

9.3. We may choose to continue with the performance improvement process while your appeal is being considered. This is to prevent the process from being derailed, or delayed, by one or more appeals being inserted into the timeframe.

10. A flexible process

10.1. Our performance improvement process is focused on the positive: improving your performance at work. We will not allow the process to confine us and get in the way of this aim. We may choose to extend formal warnings under this process or pause them whilst training or other supportive steps are undertaken.

10.2. We are also aware of the close relationship between performance issues, attendance issues and conduct issues. Sometimes, the circumstances may mean that we need to follow more than one policy at the same time or switch to using a different policy, for example, if after investigation, we decide that the issues are misconduct-related rather than performance-related. If that happens, steps taken under this Policy will be regarded as taken under the other Policy (i.e. we won't do the same things twice unless there's a compelling reason to do so).

11. Useful links

11.1. The following internal policies contain additional information and guidance [delete/*amend as appropriate*]:

a [*Disciplinary Policy*]

b [*Training & Development Policy*]

c [*Appraisal Policy*]

d [*Absence Management Policy*]

e [*Grievance Policy*]

f [*Insert details of any other relevant policies here*]

12. Administration of the Performance Improvement Policy

12.1. [*Insert relevant person or department*] is responsible for the administration of the Performance Improvement Policy. Should you have any feedback, please contact [*insert contact details*].

Teresa Strange

From: James Corrigan <jamescorrigan@chrgs.co.uk>
Sent: 19 November 2026 15:46
To: Teresa Strange
Subject: Re: Policies etc

Good afternoon, Teresa,

We are in the process of updating this policy at present, but you are right except it would be probationary period or 6 months.

Kind regards

James Corrigan
Director
07805 472859

Council consultancy | Council HR and Governance Support



On 2026-11-19 3:14 pm, Teresa Strange wrote:

> Many thanks James for your responses.
>
> I am now looking at the next batch of documentation for our Staffing Committee on Monday, and wanted to double check this clause in the Performance Improvement Policy.
>
> *[**The first two years of employment***
>
> *We may not follow our performance improvement process during the early stages of the employment relationship. If we are not satisfied with your performance during your probationary period, or during the first two years of your employment with us, we may simply terminate your employment after following due process.]*
>
> In line with changes recently made to the Employment Law which brough the change for Probabation to be 3 months now, is this "first 2 year" clause still appropriate?
> With many thanks, Teresa

AGENDA 07b v Review of Model Employment Contracts

Clerk’s Note: For information and discussion

Background

In late 2023, the Council undertook an extensive review of its employment contracts, based on the NALC/SLCC model available at that time. This involved a Contract Working Party, consideration by Full Council and consultation with employees. The revised contracts came into effect on 1 January 2024.

The intention was to ensure that employees were working under consistent contractual arrangements and that their employment terms clearly incorporated the NJC Green Book conditions.

Since then, updated model contracts have been issued by NALC/SLCC twice and, more recently, by the Council's new HR advisers, CHRGS. Both of their latest models are dated July 2026.

I have therefore compared the two newer models with the Council's existing contract to understand what has changed.

Previous Staffing Committee discussions

20 July 2026 – Min 137/26

Members considered the updated NALC model contract and the work previously undertaken in 2023.

Particular concerns were raised about the possibility of creating different employment terms for comparable employees if the newer model were introduced for new recruits only.

Members also identified differences relating to automatic annual salary progression, compared with the Council's existing appraisal and review arrangements, and changes to payment for additional hours for employees above a specified salary point.

The Committee recommended that the five existing contracts remain in place without an immediate wholesale replacement exercise, and that the standard contract for future recruitment, together with any necessary clarifications or variations to existing contracts, be reviewed with specialist HR advice.

The Committee also considered the implications of the Employment Rights Act 2025 and recommended that future recruitment documentation should normally specify a 13-week probationary period, subject to the role and appropriate HR advice (Min 136/26).

19 October 2026 – Min 239/26

The Committee received feedback following the introductory meeting with CHRGS. No immediate concerns had been raised by CHRGS regarding continued use of the existing employment contract pending further review.

Members also discussed the new model contract supplied by CHRGS and agreed to consider it alongside the appraisal documentation and associated performance management policies at the November meeting.

The Committee reaffirmed its preference to use the existing contract for the newly appointed Allotment Warden, avoiding different contractual terms while the wider review was being undertaken.

Further advice received from CHRGS

Following the October meeting, clarification was sought from James Corrigan of CHRGS, particularly regarding the need to revisit the contracts so soon after the substantial exercise undertaken in 2023.

In his response dated 15 November 2026, James confirmed that existing contracts do not need to be replaced and can continue, provided they remain legally compliant. Changes to existing contractual terms would require agreement between the parties.

He advised that it would be appropriate to continue with the existing contracts but that using the newer model for future employees would be advisable.

James also confirmed that CHRGS considers its contracts, policies and proposed staff handbook to be Green Book compliant.

He explained that the staff handbook will largely direct employees to the relevant individual HR policies to avoid duplication. Policies can be updated as requirements change, whereas contractual terms cannot generally be changed without agreement.

Comparison of the three contracts

The Council's current contract already covers the principal employment terms and incorporates the NJC Green Book.

The two newer models are more detailed, although many of the main employment conditions remain unchanged.

Area	Main differences
Green Book	All three models incorporate NJC Green Book terms.
Annual leave	The basic entitlement is unchanged: 23 days, plus two additional days and bank holidays, with a further three days after five years' continuous service.
Sick pay	All three contain the same occupational sick pay scale.

Probation	The existing model provides for at least 13 weeks. NALC/SLCC 2026 provides for three months, extendable to six months, while CHRGS specifies three months.
Notice periods	The existing model allows the post-probation notice period to be specified for each employee. NALC/SLCC 2026 generally starts at one month, whereas CHRGS specifies eight weeks after probation. During probation, the existing and NALC/SLCC models provide for one week's notice, compared with four weeks in the CHRGS model.
Salary progression	The existing model includes a single salary point option, with salary reviewed following appraisal. Both newer models provide for incremental progression through an agreed salary range, subject to satisfactory performance.
Additional hours	The existing contract provides for payment at NJC rates or TOIL, subject to approval. NALC/SLCC 2026 distinguishes between staff below SCP 22 and other employees. CHRGS generally provides for TOIL, with payment only in exceptional circumstances.
Pensions	The existing contract and CHRGS model specifically refer to the LGPS. The NALC/SLCC model uses more general pension auto-enrolment wording.
Working hours and duties	CHRGS includes broader provisions allowing the Council to vary duties and working arrangements. NALC/SLCC places greater emphasis on consultation.

The differences concerning salary progression and payment for additional hours are particularly relevant, as both were previously identified by members at the July meeting.

The Council's existing model provides for salary review following appraisal, rather than automatically awarding annual increments. Likewise, the existing provision for additional hours is different from both newer models.

The exact implications would depend on the terms contained in individual employees' signed contracts.

Additional provisions in the newer models

Both newer contracts include more detailed provisions relating to confidentiality, Council property, data protection, disciplinary matters and termination of employment.

The CHRGS model also contains provisions concerning employee searches, criminal record checks, intellectual property rights and suspension during disciplinary investigations, including provision for suspension without pay.

The NALC/SLCC model includes more detailed provisions concerning home working, family leave and consultation over contractual changes.

Some of these matters may be appropriately addressed through the Council's individual HR policies and staff handbook, rather than introducing additional contractual provisions.

This is relevant to the separate programme of introducing the CHRGS policies, which members agreed in October should be undertaken in manageable groups.

The existing Council contract

The existing contract was adapted to reflect the Council's particular circumstances, including the different roles and working locations of employees.

It already makes provision for annual appraisals, training and development, expenses, health and safety, and indemnity for employees undertaking authorised Council duties.

The supplied 2023 model does contain some older references, including pension contracting-out wording and a reference to the 2004 salary agreement. These may require updating or clarification.

Consultation and changes to existing contracts

The Council currently has five employees: two with approximately 19 years' service, one with 10 years, one with 18 months and one with approximately one month's service.

When the contracts were reviewed in 2023, the Council considered SLCC advice suggesting that appropriate notice of proposed changes should reflect statutory notice provisions of one week for each completed year of service, up to a maximum of 12 weeks. This was taken into account when planning the consultation and introducing the revised contracts from January 2024.

Current Acas guidance does not prescribe a fixed consultation period for ordinary contractual changes but emphasises the need for meaningful consultation and agreement. The one-week-per-year rule relates to statutory dismissal notice, rather than a legal requirement for consultation. Any future proposed contractual changes would therefore need to take account of the existing terms, the nature of the changes and appropriate consultation with employees.

Future appointments

One area for consideration is the difference between retaining existing contracts and adopting a newer model for future appointments.

As previously discussed by members, this could result in employees undertaking comparable roles being employed under different contractual terms.

The Council has sought to avoid this while reviewing the position, as demonstrated by the decision in October to continue using the existing contract for the newly appointed Allotment Warden.

CHRGS has indicated that the use of its newer model for future appointments would be advisable.

Summary

The comparison demonstrates that the Council's existing contract already includes the principal Green Book employment entitlements, with no significant differences in the basic annual leave and occupational sick pay provisions.

The two newer models contain additional detail and some substantive differences, particularly concerning salary progression, additional hours, notice periods and the Council's powers as an employer.

Members have previously recognised the substantial work undertaken in 2023 and the importance of maintaining consistent contractual arrangements. The July meeting recommended retaining the five existing contracts without an immediate wholesale replacement exercise, while obtaining specialist HR advice on the standard contract for future recruitment.

CHRGS has subsequently confirmed that the existing contracts can remain in place, subject to legal compliance.

Any proposal to make substantive changes to existing contractual terms would need to take account of Acas guidance on consultation and agreement, particularly given the Council's relatively small workforce, the length of service of several employees and the consultation already undertaken in 2023.

This comparison is provided to assist members in considering the position in light of those earlier discussions and the further information now available.

LOGO

XXX COUNCIL

Contract of Employment

NAME

Position

Note for completion

Green type is discretionary and relevant to policies of your Council

Red type needs to be completed

Purple is information for you only to be removed before sending contract to employee.

SUMMARY OF EMPLOYMENT TERMS

Your contract of employment with XXX Council is attached. A summary of the main terms of your employment is set out below.

1. **Name and address of your employer**: XXXX

2. **Your name and address**: XXXX

3. **Start date**: XXXXX

4. **Start date of continuous employment**: XXXXX

5. **Job title**: XXXX

6. **Duties**: You are expected to perform all duties which may be required of you as set out in the attached job description. The Council may from time to time amend your job description. You may be required to undertake other duties to meet the requirements of the role.

7. **Probationary period**: The first 3 months of your employment are probationary. The Council can end your employment by giving four weeks notice during or on the expiry of your probationary period without the need to follow the usual disciplinary/performance procedure. Likewise, you must give four weeks' notice to terminate your contract.

   Note, some councils make this one weeks' notice but for some employees this is not enough for them to join you.
   Note as employees can claim unfair dismissal after 6 months it is advisable to have a probation period that is less than 6 months.

8. **Rate of pay**: £XXXX (per annum) SCP Range XXXX payable in arrears by credit transfer to your bank account at monthly intervals to reach your bank or building society as cleared funds by the XXXX day of the month. Your salary is in accordance with the current SCP XXX. Further details in relation to increments are set out at paragraph 3 of the Contract, below

9. **Normal hours of work**: XXX hours per week on XXX days as agreed.

10. **Overtime rate**: You are not entitled to paid overtime; however, any additional hours may be taken as 'time in lieu', at a time to be agreed between you and the Council or paid for in exceptional circumstances and with prior approval of the Clerk.

11. **Breaks**: You are entitled to an unpaid lunch break of 30 minutes to be taken during your normal working day

12. **Holiday year**: 1st April to 31st March

13. **Paid holiday entitlement**: 23 days per annum plus the 8 normal bank/public holidays and 2 extra statutory days which must be taken by mutual agreement and at times convenient to the Council. Your annual leave entitlement

increases, in recognition of length of service by 3 days after 5 years continuous service. Holiday entitlement is pro rata for part-time employees.

The above is compatible with the National Joint Council for Local Government Services, National Agreement on Pay and Conditions of Service (The Green book) A Council can reduce or increase this but should make clear it does not comply with The Green Book terms and conditions. The statutory legal minimum number of days holiday is 28 or 5.6 weeks, including Bank Holidays.

14. **Pension**: The Council is a member of the Local Government Pension Scheme, which operates a contributory pension. We will automatically enrol you into the Local Government Pension Scheme after you have been employed by us for three months. Within a month of being enrolled in the Scheme, you can send an opt-out form if you do not wish to be in the Scheme. If you do not opt out, we will deduct your contributions to the pension scheme from what we pay you. Current details of the Scheme and your rights relating to it, and of your and our contributions, will be provided to you separately.

Note, employees must be enrolled in a pension scheme if they earn £10,000 per annum and are aged 22 to State Pension Age, and work in UK. Employees must be enrolled in the scheme within six weeks or qualifying for employer's pension.

15. **Continuous Service:** 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. It is agreed that your continuous service commenced on the XXXX **(state if applicable with details or if not applicable state also)**

16. **Disciplinary and grievance rules and procedures**: The Council's disciplinary and grievance rules and procedures are set out in the Employee Handbook which will be provided to you on the commencement of your employment

17. **Normal place of work**: XXXXX

18. **Declaration of other employment:** You shall not undertake other employment without the Council's written consent. Such consent shall not be unreasonably withheld.

19. **Notice you must give to end your employment**: Four weeks' during your Probationary period. On successful completion of your probationary period the period of notice that you must give will be as follows:

End of probationary period – eight weeks' notice
After 4 years' service – One week for each completed year of service until twelve years' service when it caps at 12 weeks' notice.

It is recommended that for senior posts or strategically important posts the notice period is 8 weeks or 12 weeks' notice which must be reflected in the notice period of the employer.

20. **Notice the Council must give to end your employment**: Four weeks during your Probationary period. On successful completion of your probationary period the period of notice that we must give will be as follows:

End of probationary period to end of 4 years – eight weeks' notice
After 4 years' service - One week for each completed year of service until twelve years' service when it caps at 12 weeks' notice.

Note the 2024 Green book periods are less namely one week until two years' service thereafter one week for each year of service (with no ceiling). These periods should be the same for the employer and the employee. Such short periods of notice cab present operational issues for Local Councils. CHRGS can advise on this. For senior positions Council often have longer periods of notice from the outset to avoid operational issues as much as possible.

The statutory position is

- **1 month to 2 years – statutory notice is 1 week**
- **2 to 12 years – statutory notice is 1 week for each full year they have worked (i.e. 5 years' notice after 5 years' service)**
- **12 years or more – statutory notice is 12 weeks**

21. **Vehicle**: Casual Car User Allowance and / or use of Council vehicle and payment of additional business use insurance premium.

As a responsible employer the Council should ensure it has systems in place to ensure its employees required to drive for business purposes have insurance in place for the same.

22. **Sickness or injury**: Statutory sick pay and/ or Occupational sick pay, as detailed in your Contract of Employment

23. **Collective Agreements**: The National Agreement on Pay and Conditions of Service of the National Joint Council (NJC) for Local Government Services (the 'Green Book') applies to your employment save as amended by this contract.

24. **Performance Management:** The Council follows a Performance Management policy to support the workforce and ensure services are aligned to the aims and objectives of the Council. This will include an annual appraisal which is linked to any incremental pay increases.

CONTRACT OF EMPLOYMENT

This contract of employment is between (1) XXX Town Council ("the Council") of XXXXX and (2) XXXXX of XXXXX ("you" "the Employee")

1. APPOINTMENT

Your employment with the Council is subject to the terms of this contract of employment (the "Agreement"). Your employment shall commence or be deemed to have commenced on the date stated at paragraph 3 of the attached summary of employment terms ("the Summary") and shall continue until terminated in accordance with the terms of this Agreement. Paragraph 4 of the Summary states the start date of prior employment (if any) that counts as part of your continuous employment with the Council.

2. DUTIES

The Council shall employ you and you shall serve the Council in the capacity stated at paragraph 5 of the Summary. Your duties shall include all those duties normally associated with your job title and those duties (if any) stated at paragraph 6 of the Summary. In addition to your normal duties, you may be required to undertake other duties and you will be required to obey all reasonable directions from time to time given by the Council. The Council reserves the right to vary your duties.

3. PAY

The Council shall pay you at the rate and intervals stated at paragraph 8 of the Summary. The Council reserves the right to alter the time, method and frequency of payment by issuing you with reasonable notice of any such change. The range for your post is scp XXX. **part-time employees only** Your salary is pro rata for the number of hours you are employed which is XXX per week.

Subject to satisfactory performance, as determined by the Councils performance management systems including annual appraisal, you will progress through the salary scale by annual increments until you reach the maximum of the scale.

Increments are payable on 1 April each year after at least one years' service. Increments may be withheld in cases where, following an annual review, performance is deemed to fall below the level expected.

One salary point will be added to your salary, up to a maximum of four points, for success in obtaining or already holding any of the following relevant qualifications:

- The Certificate in Local Council Administration (CILCA)Certificate of
- Higher Education in Community Engagement and Governance - Level 1 or equivalent qualification previously awarded by the University of Gloucestershire
- the Certificate of Higher Education in Community Engagement and Governance or equivalent qualification previously awarded by the University of Gloucestershire
- the Diploma in Higher Education in Community Engagement and Governance or equivalent qualification previously awarded by the University of Gloucestershire
- BA (Hons) Degree in Community Engagement and Governance or equivalent qualification previously awarded by the University of Gloucestershire.

4. HOURS OF WORK

4.1. Your normal hours of work are stated at paragraph 9 of the Summary. It is recognised that due to the nature of the Council's business your working hours will not necessarily coincide with those normal hours. The Council reserves the right to vary your hours of work as necessary to meet its business requirements. You may be required to work such additional hours (including evenings, weekends and bank/public holidays) as may be necessary for the proper performance of your duties.

4.2. Your entitlement to overtime / lieu time is set out at paragraph 10 of the Summary.

4.3. You are entitled to the break(s) stated at paragraph 11 of the Summary.

5. HOLIDAYS

5.1. The Council's holiday year runs for the period stated at paragraph 12 of the Summary. You are entitled to the paid holiday in each holiday year stated at paragraph 13 of the Summary.

5.2. Upon termination of your employment, you will be entitled to pay in lieu of any holiday accrued in your last holiday year but not taken. If you have taken holidays more than entitlement the Council shall be entitled to deduct the excess pay from your final salary payment.

5.3. The Council's holiday rules are set out in the Employee Handbook.

5.4. Following completion of 5 years continuous service, you will be entitled to 3 days additional holiday.

6. SICKNESS AND OTHER ABSENCE

6.1. You are required to be available for work during your normal working hours. You must make every effort to attend work.

6.2. The Council's rules for notifying sickness and injury are set out in the Employee Handbook.

6.3. You will be paid your salary at full basic rate (pro-rata) on the following basis in any rolling 12-month period.

during 1st year of service	one month's 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 years of service	5 months' full pay and 5 months' half pay
after 5 years' service	6 months' full pay and 6 months' half pay

6.4. The Council reserves the right to require you to have a medical examination or counselling from a doctor of its own choice at its expense. You hereby authorise the Council to have unconditional access to any report produced as a result of such examination.

7. PENSION

Your pension entitlement (if any) is stated at paragraph 14 of the Summary.

8. DISCIPLINARY AND GRIEVANCE PROCEDURES

The Council's ACAS compliant non-contractual disciplinary and grievance procedures are set out in the Employee Handbook.

9. PLACE OF WORK

Your normal place of work is stated at paragraph 17 of the summary, but the Council reserves the right to change this on a permanent basis upon one month's notice to you. Due to the nature of the Council's business, you may be required to work at clients' or customers' premises or at such other places on a temporary basis as the Council shall from time to time direct. You may in the performance of your duties be required to travel from your normal place of employment anywhere within the UK or overseas.

10. OUTSIDE INTERESTS

Save with the prior written permission of the Council, you must not during your employment be involved in any business or activity which in the view of the Council affects your ability to devote the whole of your time and attention during working hours to the Council's business or conflicts with the interests of or causes damage to the goodwill of the Council. You shall give the Council full details of any outside interests in order that the Council can ensure that no tax or NI liabilities will accrue. Failure to do so will be regarded as a disciplinary matter by the Council and dealt with accordingly.

11. CONFIDENTIALITY

11.1. You acknowledge that in the course of your employment you may have access to and you will be entrusted with information related to the business, finance, processes, plans, clients, customers or affairs of the Council and that such information may be confidential and important to the Council. In this Agreement such information is called "Confidential Information" and includes, but is not limited to: information indicated as confidential or secret; information which is confidential or secret to the Council; information relating to the Council which a reasonable person would conclude on balance was intended or likely to be regarded as confidential; and information given to the Council in confidence by another party likely to be or which a reasonable person would conclude on balance was intended or likely to be regarded as confidential by that other party.

11.2. You acknowledge that the disclosure (directly or indirectly) of any Confidential Information to actual or potential competitors of the Council or to the press or other media or to the public or any part of it would place the Council at a disadvantage and would damage its business.

11.3. You shall not without the prior consent of the Council other than in the proper performance of your duties under this Agreement either during your employment or at any time after its termination: disclose to any person; or use for your own purposes; or communicate to or place at the disposal of any medium of publication including the press and broadcasting media; or through any failure to exercise all due care and diligence cause or permit any unauthorised disclosure of any Confidential Information. These restrictions shall cease to apply to information which (otherwise than through your act or default) becomes available to the public generally.

12. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property rights resulting from and connected with work done by you in the course of your employment shall belong to the Council. You shall sign all documents and do all things as shall be necessary to vest Intellectual Property in the Council. In this Agreement the expression 'Intellectual Property' includes every invention, process, formula, design, copyright, work in which copyright or design rights may subsist and moral rights made originated or developed in whole or in part in the course of or in connection with your employment by the Council.

13. MATERNITY /PATERNITY /ADOPTION LEAVE

13.1 Your entitlement to maternity/paternity/adoption leave is as set out in the relevant legislation, and the Councils non contractual policy.

14. INJURY OR ASSAULT

14.1 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.

15. TERMINATION

15.1. The notice required by you to terminate this Agreement is stated at paragraph 19 of the Summary and the notice that must be given by the Council is stated at paragraph 20 of the Summary.

15.2. Notice given by you to terminate your contract must be in writing and handed to the XXX Clerk, or if the XXX Clerk is absent the Mayor/Chairman, who will acknowledge receipt within 3 working days.

15.3. Notice given by the Council to you will be in writing by post and or email, such Notice of termination of employment will be deemed to have taken place on the day on which the termination letter / email was sent.

15.4. The Council reserves the option in its absolute discretion to terminate your employment by paying in lieu of the relevant notice period. The payment shall be solely your basic salary (at the rate payable when the option is exercised) without taking into account any benefits in kind and shall be subject to deductions for income tax and national insurance contributions as appropriate. You will not have any right to payment in lieu unless the Council has exercised its option to pay in lieu of notice. If the Council elects to make a payment in lieu of notice it shall be entitled to make such payment by way of equal instalments representing net pay and to deduct such amounts as may be earned (as salary and/or other remuneration) by you should you find new employment in what would have been the contractual notice period had the Council given you notice to terminate your employment.

15.5. Once notice to terminate your employment has been given by the Council or by you or if you seek to resign without giving notice or by giving shorter notice than contractually required provided if the Council continues to pay your basic salary (without taking into account any benefits in kind) until the termination of your employment you agree that the Council shall be entitled as its absolute discretion:

15.5.1. to require you not to carry out your duties or to exercise your responsibilities under this Agreement during the remaining period of your notice period (or any part of such period); and/or

15.5.2. to require you not to attend your place of work or any other premises of the Council during the remaining period of your employment (or any part of such period); and/or

15.5.3. to require you not to make contact with any employees, supplies, agents or customers or clients of the Council except as directed by the Council during the remaining period of your notice (or any part of such period); and/or to require you to work from home and/or carry out exceptional duties or special projects outside the normal scope of your duties and responsibilities; and/or

15.5.4. to require you to abide by your employment duty of faith and fidelity and for the avoidance of doubt you agree you shall not

provide services to any third party or prepare to provide such services.

15.6. Nothing in this clause shall prevent the Council from terminating your employment without notice or salary in lieu of notice in circumstances of gross misconduct or gross negligence or other substantial grounds justifying your immediate dismissal.

15.7. The Council shall have the right to suspend you (with or without the continued payment of your salary and any other contractual benefits) pending any investigation into any potential dishonesty, gross misconduct or other circumstances which might lead to dismissal for such period as it thinks fit.

16. DEDUCTION OF REMUNERATION

The Council reserves the right at any time during or in any event on termination to deduct from your remuneration any monies owed to the Council by you including but not limited to any missing property including petty cash that was in your control or was your responsibility, excess holiday, outstanding loans, advances and the cost of repairing any damage or loss to the Council's property caused by you. In the event of shortages arising of cash or of stock the Council reserves the right to recover an equitable amount from any payments due to any employee concerned.

17. VEHICLES

Your entitlement to a council vehicle, if any, is set out at paragraph 21 of the Summary. If you are entitled to a Council vehicle you must comply with the terms of the Council's Vehicle Policy as set out in the Employee Handbook. If you are required to use your own vehicle for Council work other than getting to and from work you will be reimbursed in accordance with the National Agreement rates at that time. The Council will also pay the additional insurance premium to enable you to use your vehicle for Council business. You must provide a copy of your insurance certificate each year to demonstrate such cover exists.

18. HEALTH AND SAFETY

18.1 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.

18.2 You will be given a copy of the Council's Health and Safety Policy.

19. EQUAL OPPORTUNITY & GDPR POLICIES

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

20. TRAINING AND DEVELOPMENT

20.1 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.

21. INDEMNITY

21.1 The Council undertakes to indemnify you against any actions of commission or omission that are authorised by the Council.
21.2 You are not authorised to enter into or bind the Council on any contracts without prior approval or clear delegation to do so.

22. RIGHT TO SEARCH

We reserve the right to search you, your work area, and any of your property held on our premises, including any vehicle parked on our property, at any time if there are reasonable grounds for us to believe that you are guilty of theft, or in possession of illegal drugs, or prohibited property, or substances, or in serious breach of our rules or your contract.

Personal searches will be conducted in the presence of at least one agreed witness. Unreasonable failure to consent to a personal search or a search of your property will be regarded as a disciplinary offence.

23 CRIMINAL RECORDS

Your appointment is subject to a Standard criminal record check by the Disclosure and Barring Service. The Council carries out these checks in order to ensure that an applicant does not have a history that could make them unsuitable for this position. Further details regarding how the Council manages DBS checks can be found in the Council's Criminal Records Check Policy. You can also find further details regarding the Councils approach towards employing people who have criminal convictions within the Policy on the Rehabilitation of Offenders. Both of these policies are available in the staff handbook.

The Council operates a system of rechecking your criminal record every three years. Therefore, you will be required to apply for a further disclosure at this time. We may also request that you register your DBS certificate with the DBS
update service.

You are required to declare in writing to your line manager any court convictions, bindovers, cautions or judgements or investigations pending, should they occur during your employment with the Taunton Town Council.

24 DATA PROTECTION

Your personal data, including sensitive personal data, will be held by the Council in its manual and automated filing systems. You consent to the processing and disclosure of such data for the purpose of (without limitation) salary administration; pensions administration; health administration; training and appraisal, including performance records, and disciplinary records; equal opportunities monitoring; Council car/lease administration; any council benefit administration; and any other purpose for which data is processed.

25 LEGAL RIGHT TO WORK IN THE UK

You will be required prior to commencement or may at any time during your employment be required to produce proof of your identity and sight of the relevant original documents confirming your right to work in UK and to meet your legal obligations in this regard. If any of these is not produced or satisfactory the employment offer will be withdrawn, or the employment terminated with immediate effect.

26 CHANGES IN YOUR TERMS OF EMPLOYMENT

The Council may make reasonable changes to your terms and conditions of employment where there is a genuine business need to do so. Any such changes will be communicated to you in writing.

Minor changes, meaning changes that do not materially affect your pay, hours of work, job role, grade, or place of work, may take effect from the date specified in the written notice.

More significant contractual changes, including changes that may materially affect pay, hours, duties, grade, or work location, will only be made following meaningful consultation with you and, where required by law, with your agreement. Except in exceptional circumstances, a minimum of one month's written notice will be given.

In determining whether a change is minor or more significant, the employer will act reasonably and in good faith, taking into account the impact of the change on you.

27 MISCELLANEOUS

27.1. This Agreement will be governed and construed in accordance with the laws of England and Wales.

27.2. Any policies referred to in this contract are non-contractual.

I acknowledge receipt of this summary and the attached contract of employment. I accept the terms of my contract of employment. I have also received a copy of the current non contractual Employee Handbook and I accept the rules, policies and procedures set in it.

Signed for and on behalf of the Council:

Print name:
Position: XXXX Clerk
Date

Signed by Employee:
Print name:
Date:

MODEL CONTRACT OF EMPLOYMENT FOR LOCAL COUNCILS

INTRODUCTION

This model contract of employment has been drafted for NALC by WorkNest HR. It is endorsed by SLCC. It is intended as a guide to be adapted to each council's circumstances and is not intended to provide legal advice. If councils require legal advice, they can contact their county association. If councils require HR advice they can also contact their county association. We strongly recommend that HR advice is sought by councils in drawing up a contract of employment. Clerks are advised to contact the SLCC for advice. Depending on the nature of the advice needed the council may need to engage their own advisers. WorkNest provides employment support to town and parish councils on a range of employment matters and councils can engage them directly for further support.

Terms and conditions

NALC and SLCC recommends councils to offer enhanced terms that align with the best practice within the Local Government sector. This best practice is defined by the Green Book terms and conditions. Offering good terms of employment supports recruitment and retention of a high-quality workforce and demonstrates that the council is a good employer which values its staff.

This model contract incorporates Green Book terms. The National Joint Council for Local Government Services National Agreement on Pay and Conditions or 'Green Book' terms and conditions are agreed nationally and any changes (such as pay) should be automatically applied to council staff if their contract incorporates Green Book terms. In other words, the salary of a clerk on Green Book terms must be increased in accordance with nationally agreed terms. Green Book terms provide entitlements that are in excess of those set as statutory minimum under employment legislation. Councils should be aware of the full terms and conditions contained in the Green Book and will need a subscription to access this. Councils can access further information on the Green Book at https://www.local.gov.uk/local-government-terms-and-conditions-green-book

This template provides councils a contract with the Green Book terms already reflected in the relevant sections. Please note there are still choices for the council to make in this document, these are shown in **[bold square brackets]**.

NALC and SLCC encourage the use of the Green Book terms for all staff. If a council decides to offer enhanced terms and conditions for some staff but not others, care must be taken to ensure the differentiation is not unlawfully discriminatory. It would be unlawfully discriminatory if such a decision favoured one group of staff over another, where that group of staff is protected against unfavourable treatment by the Equality Act. For example, if the pay and benefits for men were better than the pay and benefits for women doing comparable work.

This model contract can be used for any council employee. It is a basic template that will require specific adaptation.

A Council must check that job applicants have the right to work in the UK before it can employ them. It is best practice to obtain the appropriate evidence at the interview stage. See Gov.Uk for more information.

Managers

Recognising that Councils are of varying sizes, where the term manager is used it is recognised this could be the clerk, chief officer, another employee of the council, full council or the staffing committee depending on the situation.

It is good practice to have a clearly identified person who is the responsible 'line manager' or equivalent contact for an employee so that there is clarity on who the employee should report concerns to, who they notify if they are sick or to request leave etc. More often for council employees this may be the clerk/chief officer, and for the clerk this could be the staffing/personnel committee who may nominate a key contact such as the chair for daily matters (such a leave approval/reporting sickness) that cannot wait for a meeting, but can be ratified retrospectively. It is NALCs recommendation that a local council appoints a staffing committee to be responsible for staffing, employment and HR matters.

How to use this model

This document contains a template for the council to edit/complete. There is an accompanying set of guidance notes that the council should refer to, while drafting a contract, to make sure they understand the terms they are committing to in the contract, and they are reflecting what is appropriate for the role and the council. It is strongly recommended that the council considers this document with the accompanying notes and seeks additional HR support when drawing up a contract of employment.

Where there are **[bold square brackets]** the council need to review and complete the appropriate information and so remove the square brackets. The council should ensure they edit the options to reflect the terms they are offering to their employee/s.

This document provides a current template that councils can issue to new employees. It is not intended to replace the contracts of existing employees. Any requirement to change the contractual terms of existing employees would require consultation and councils are advised to seek specialist advice before proceeding.

This document has been written with local councils of all sizes in mind. The same employment legislation applies whether you are a large or small local council so the contract and the legislation it cites is applicable if you have one employee or twenty employees. The contract can be used for any member of staff employed by the council.

Changes to this version

The probationary period section has been updated to reflect the anticipated six month probationary period due to commence from 1 January 2027. Councils should be aware that any employee who does not have a final probationary meeting during this period will be confirmed in employment automatically at the end (at the latest one clear week before the end of the six month period).

The Sickness clause has removed references to qualifying dates for Statutory Sick pay.

CONTRACT OF EMPLOYMENT

This document sets out your main terms and conditions of employment. It includes the written particulars required by the Employment Rights Act 1996. 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.

Name of Employer:	**[Insert Name]** referred to as '**the Council**' '**us'** or **'we'** or '**our'**
Address of Employer:	**[Insert Address of Employer]**
Name of Employee:	**[Insert Name]** referred to as **'You'**
Address of Employee:	**Insert Address of Employee]** *(Please advise us of any change of name and/or address in writing).*
Dated:	**[Insert the date when this document is given]**

Your employment with the Council is governed by the terms and conditions contained in this agreement which starts from the start date and which supersedes all other agreements whether in writing or otherwise.

This agreement incorporates the provisions contained in any correspondence from us offering you employment and our staff policies. You will comply with any rules, policies and procedures set out in the staff policies. If there is any conflict between the terms of this agreement and the provisions of our staff policies, **[which do not/which do]** form part of your contract of employment, the terms of this agreement shall prevail. We reserve the right (to be exercised reasonably) to amend the terms of this agreement and the contents of the staff policies.

1. DATE AND DURATION OF EMPLOYMENT

Your employment under this contract will begin on **[insert date when these terms commence]** and will continue, subject to the remaining terms of this agreement, until terminated by either party giving the other the required notice as set out in this contract.

[Options for temporary appointments

Your employment under this contract will begin on **[insert date when these terms commence]** and will continue, subject to the remaining terms of this agreement, until it ends on **[insert end date**] without the need for notice unless previously ended by either party giving the required notice in writing as defined in the Notice Clause below.

OR

*[*Your employment under this contract is to cover for maternity leave. It will begin on [**insert date when these terms commence]** and will continue, subject to the remaining terms of this agreement, until it ends on or around [**insert end date**] when the person you are covering for is due to return to work. You will receive the notice set out in the Notice Clause below.

Please note that your contract will not automatically renew if the person on maternity leave decides not to return to work or returns on a part time basis. We reserve the right to review the continuation and duties of the post and / or test the market at that time].

2. CONTINUOUS SERVICE

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.

Your employment under these terms will begin on **[insert start date for this contract].** Your previous service, starting on **[insert continuous service start date]** counts towards your continuous service with the council.

3. JOB TITLE

You are employed as **[insert job title].**

4. DUTIES

You are expected to perform all duties which may be reasonably required of you as set out in the attached job description.

The list of duties in the job description is not contractual and not to be regarded as exclusive or exhaustive. The Council may, at its discretion, require you to perform additional or other duties (commensurate with the grade of your post), either instead of, or in addition to, your normal duties; and may make minor amend your job description. Where substantive changes are to be made this would be by agreement and after consultation with you.

The Council requires the highest standards from you in your performance at work and your general conduct and in particular you must:

i. unless prevented by incapacity, devote the whole of your working time, attention and abilities to the business of the Council;

ii. diligently, honestly and ethically perform such duties as may from time to time be assigned to you by the Council;

iii. conduct your personal and professional life in a way which does not risk adversely affecting the Council's standing and reputation;

iv. comply with all reasonable and lawful directions given to you by the Council;

v. report your own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee to your Line Manager immediately on becoming aware of it.

vii. consent to the Council monitoring and recording your use of the Council's electronic communications systems for the purpose of ensuring that the Council's rules are being complied with and for legitimate business purposes.

The council reserves the right to make reasonable changes to any of your terms of employment. You will be notified in writing of any change as soon as possible and in any event within one month of the change.

5. PLACE OF WORK

You will be based at you home address [**insert home address]** and the office, **[insert address of workplace]** which are your normal places of work. The council reserves the right to require you to work from the office for [**insert number of days**] day per week and on occasion to require you to work additional days up to **[five]** days per week from the office. On days where you are working from the office this will be considered your place of work for the day and no further payments will be made in relation to your commuting to the office.

You may be required to work elsewhere within a reasonable travelling distance either temporarily or permanently in order to properly perform your role.

During your employment with us you may be required to travel **[Specify the approximate parameters]**. You will not be required to work outside of the United Kingdom.

6. WORKING HOURS

Your normal working hours total **[insert number of hours]** per week and are worked from [**Monday to Friday]** from **[insert working times]** with an unpaid break of [**insert duration]** for lunch and such additional hours as necessary for the proper performance of your duties.

We reserve the right to amend these hours as may be reasonably required subject to consultation with you.

7. PROBATIONARY PERIOD

The first **[three]** months of your employment with us will be a probationary period. During the probationary period, your performance and suitability for continued employment will be monitored. We may, at our discretion, extend the probationary period and will provide you reasons for doing so. The maximum probationary period that we will set will be six months.

At any time before your probationary period has been completed, either you or we may bring your employment to an end by giving one weeks' notice (unless termination without notice is appropriate). We may decide to pay you in lieu of notice.

At the end of the probationary period or soon after, your performance will be reviewed and we will write to you to tell you if you if your probation has been successful or not. The latest this meeting will take place is two weeks before the end of your first six months of employment. You will remain on your probationary period until you have received this written confirmation. Once the probationary period is successfully completed, you will be confirmed in your role.

8. TRAINING

During your employment, we will provide training in relation to [**Insert detail of training provided].** This training will be paid for by the council. We will also provide ongoing training, as identified, to support you in your role.

Your continued employment shall be conditional upon you completing **[specify training course/qualification]** within **[date/timeframe].** We reserve the right in our absolute discretion

to terminate your employment without notice or payment in lieu thereof if the training is not completed within the specified timeframe.

9. PAY AND BENEFITS

Your salary is £**[00,000]** per annum being the current salary point **[X]** within the **[X]** range in scale **[X]** as set out in the National Agreement on Salaries and Conditions of Service of Local Council Clerks in England and Wales. **[The pro-rata salary is £[00,000] p.a.]**

Subject to satisfactory performance, you will progress automatically through the range **[X]** in salary scale **[X]** by annual increments until you reach the maximum salary in the range. Your first increment will be payable on 1st April **[20XX]** 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 appraisal, or award an additional increment for exemplary performance if it chooses to do so.

[Optional for relevant roles][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:

1. **The Certificate in Local Council Administration (CiLCA)**

2. **The Certificate in Higher Education in Community Governance – Level 4 or one of its predecessor qualifications designed specifically for the profession**

3. **The Foundation Degree in Community Governance – Level 5 or one of its predecessor qualifications designed specifically for the profession**

4. **BA (Hons) Degree in Community Governance – Level 6 or one of its predecessor qualifications designed specifically for the profession]**

Your salary will be payable monthly in arrears on or about **[Insert date]** of each month directly into your bank or building society. Each instalment will include payment for the calendar month in which payment is made.

[Remove for hourly paid employees **- Should it be necessary to calculate a day's pay, your current full time equivalent annual salary will be divided by 260].**

You will also be entitled to the following benefits:

i. [**Insert benefit(s) and other remuneration and whether each is contractual or non-contractual]**

We retain the right to remove your entitlement to the above non-contractual benefits at any time.

[Additional Hours – below salary point 22 employees

If you work more than your normal working hours, then subject to the Council's approval, you will be reimbursed at the appropriate NJC rate for these hours or you may take time off in lieu at a time to be agreed between you and the Council.]

[Additional Hours – other employees

If you work more than your normal working hours, then subject to the Council's approval, you may take time off in lieu at a time to be agreed between you and the Council.]

10. DEDUCTION OF WAGES

If you owe us money at any time, you authorise us to deduct any sums due to us from your salary including, without limitation, any over payment of salary; any advances or loans we have made to you; a day's or part day's pay for each day or part day of unauthorised absence. "Unauthorised absence" is not turning up for work unless your absence is due to genuine sickness and you have notified us as set out in this contract; leave for which prior permission has been granted; genuine reasons outside your control which are acceptable to us.

If you owe us money when you leave and your final salary payment is not enough to cover the whole amount owed, you will be required to repay the outstanding amount due to us within one month of leaving us.

11. EXPENSES

The Council will reimburse you when additional expenditure for travel, meals or overnight accommodation is incurred in the performance of the Council's business, provided the expenditure has been authorised in advance, receipted and approved in accordance with the Council's expenses policy. You shall abide by our policies on expenses as communicated from time to time.

Mileage payments at the NJC rate in force will be paid as long as they are approved by the Council. Please see the current rates below, unless otherwise updated by an updated agreement.

Essential Users	451-999cc	1000-1199cc	1200-1450cc
Lump sum per annum	£846	£963	£1,239
Per mile first 8,500	36.9p	40.9p	50.5p
Per mile after 8,500	13.7p	14.4p	16.4p

Casual Users	451-999cc	1000-1199cc	1200-1450cc
Per mile first 8,500	46.9p	52.2p	65.0p
Per mile after 8,500	13.7p	14.4p	16.4p

Home Working Allowance – Where you are required to work from home we will pay a home working allowance at the tax-free value set by HMRC as in force at the time. In the event that you choose to work from home, the allowance is not payable for any such period of time.

12. HOLIDAY ENTITLEMENT AND PAID LEAVE

Our holiday year runs from **[insert dates e.g.1st April to 31st March]** and your holiday accrues monthly. If your employment starts or ends part way through a holiday year, we will pro-rata your entitlement during that holiday year.

Full time staff are entitled to 23 days annual leave, plus bank holidays and 2 additional (statutory) days (25 days plus bank holidays). An increase of 3 days is applied following 5 years' continuous service (28 days plus bank holidays). We will pro-rata that figure where necessary so that your holiday entitlement is in proportion to your working time during the relevant holiday year.

If we need you to work on one of those bank holidays, you will be able to take your holiday on a different day.

You should usually give at least two weeks' notice when requesting annual leave and normally give notice of at least one month before taking leave of one week or more. Requests for annual leave must be made to your manager. The dates of your annual leave require the prior written agreement of your Manager.

Annual leave must be taken at times agreed with your Manager. You may carry forward up to 5 days' leave into the following leave year, subject to the approval of your Manager. You may be able to carry additional days where you have been prevented from taking it in the relevant leave year because you have taken maternity, paternity, adoption, parental or shared parental leave, or if you have been on long term sick leave.

Holiday taken without our prior approval will be treated as unauthorised absence and may lead to disciplinary action.

Holiday pay is calculated on the basis of your current rate of pay. Where you work variable hours or if you receive commission payments/overtime/travelling-time allowance, then a day's pay will be calculated on the average pay in the previous 52 weeks.

You will have no entitlement to any payment in lieu of accrued but untaken holiday except when your employment ends.

If, when your employment ends, you have taken more holiday (including bank holidays) than you have accrued in that holiday year, we will deduct the equivalent amount of pay from any payments due to you. If this amount is in excess of your final pay, you will be required to repay the outstanding amount due to us within one month of the end of your employment.

If you or we have served notice to end your employment, we may require you to take any accrued but unused holiday during your notice period.

Details of all other types of paid leave that you may be entitled to including Maternity, Paternity, Adoption and Shared Parental Leave, can be found in the [Staff Handbook/council policies].

13. PERFORMANCE AND DEVELOPMENT REVIEW

You will receive an annual performance and development review

14. ABSENCE FOR SICKNESS OR INJURY, AND SICK PAY

You must follow the procedure set out in the Council's sickness absence policy. This policy is non-contractual and may, at our discretion, be updated or amended from time to time.

If you are going to be off work because of sickness or injury you must telephone your Manager giving the reason for non-attendance, by your usual start time on each day of absence. If you are unable to notify personally due to the nature of the illness, someone else may make contact on your behalf. It is your responsibility to ensure we are notified. Failure to do so may result in sick pay not being paid and may result in disciplinary action.

A self-certification system operates for absences from work due to sickness or injury not exceeding seven days (including weekends and other non-working days). Immediately on your return to work you must complete and return a self-certification form.

For sickness or injury absence exceeding seven days (including weekends and other non working holidays) you must provide us with a Fit note (from your doctor or consultant) on your return to work. However, if your absence is ongoing, you are expected to post your Fit note to us upon receipt or alternatively to send us a photograph of both sides of the Fit Note, with the original to follow.

All sickness or injury absence will be entered on your employment record.

Occupational Sick Pay

Any sickness absence taken is paid in line with our contractual sick/injury pay scheme (inclusive of SSP) which provides payment during periods of certificated sickness as follows:

- During 1st year of service 1 months full pay, and (after 4 months' service)
- 2 months half pay
- During 2nd year of service 2 months full pay, 2 months half pay
- During 3rd year of service 4 months full pay, 4 months half pay
- During 4th & 5th year 5 months full pay, 5 months half pay
- After 5 years service 6 months full pay, 6 months half pay

Occupational sick pay shall be inclusive of any statutory sick pay due in accordance with applicable legislation. SSP and occupational sick pay are subject to the usual deduction for PAYE, National Insurance, pension contributions etc.

15. PENSION

We will comply with our auto-enrolment duties under Part 1 of the *Pensions Act 2008*. If you are an eligible job holder, you will be automatically enrolled in our auto-enrolment scheme. Further details of the scheme are available from **[insert details]**

16. GRIEVANCE PROCEDURE

If you have a grievance relating to your employment, you should raise this with your **[nominated line manager or chair of staffing committee]** in the first instance (or their manager where a grievance relates to your immediate manager). If you are unable to resolve your grievance informally, the full grievance procedure is contained within the council's polices. The Grievance procedure is for guidance only and does not form part of the contract of employment.

17. DISCIPLINARY RULES AND PROCEDURE

Our disciplinary procedure and rules can be found within the council's polices. If you wish to appeal against a disciplinary decision you should set out your reasons in writing. We will tell you (usually in the disciplinary decision letter) who your appeal should be sent to, and the timeframe for doing that. The procedure is for guidance only and does not form part of the contract of employment and may be amended from time to time.

The list of rules is not to be regarded as exclusive or exhaustive and these may be added to, amended or deleted at any point. Any breach of disciplinary rules will normally result in disciplinary action.

We may impose one or more of a range of potential sanctions under our disciplinary policy. These include a warning or an extension of a warning, dismissal, a change of duties, or redeployment to another role (at the same or lower level – including demotion with a reduction in salary).

18. NOTICE

During your probation period, you are entitled to be given and required to give **[1 weeks]** notice in writing to terminate your employment for any reason. On completion of your probationary period, you are required to give **[1 months]** notice in writing.

Notice given by us will be **[1 months]** following your probationary period and increase to **[5 weeks]** notice after **[5 years]** continuous service and thereafter by one week for each additional year of continuous employment up to a maximum of 12 weeks for 12 years' service.

The statutory position is

- 1 month to 2 years – statutory notice is 1 week
- 2 to 12 years – statutory notice is 1 week for each full year they have worked (i.e. 5 years' notice after 5 years' service)
- 12 years or more – statutory notice is 12 weeks

If you have not provided the required notice in writing, we may withhold pay for notice unworked due under your contract, but not paid. Anything owed to us will be deducted from your final salary.

19. PAY IN LIEU OF NOTICE

Instead of requiring you to work your notice, we may decide to pay you in lieu of notice, bringing your employment to an end there and then.

Your payment in lieu will be made up of your net basic salary for the notice period less tax and NI contributions. Any payment in lieu will not include any payments such as any payment in respect of benefits; and any payment in respect of holiday entitlement that would have accrued during the notice period.

20. OBLIGATIONS ON TERMINATION

On termination of your contract with us, you will:

i. Immediately return (or arrange to be collected) all property and information belonging to us in your possession or under your control, including but not limited to login details and passwords for internal databases and IT systems or externally held software, apps, databases, websites etc.
ii. Irretrievably delete any information relating to us which is in your control outside our premises.
iii. If requested, provide a signed statement that you have fully complied with your obligations under this clause together with such reasonable evidence of compliance that we may request.

21. WORK DURING NOTICE PERIOD / GARDEN LEAVE

We may decide to put you on Garden Leave for some or all of your notice period. Garden Leave means that you should not come into work, but you remain employed and entitled to your contractual benefits and subject to your contractual obligations (apart from the requirement to carry out work).

We will write to you at the time to confirm the rules that will apply to you during Garden Leave. This may include a rule preventing you from working elsewhere or for yourself, during your contracted hours to the Council, unless we agree to that in advance.

22. HEALTH AND SAFETY

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.
You will be given a copy of the Council's Health and Safety Policy.

It is important that you familiarise yourself with your responsibilities.

Breach of these requirements may result in disciplinary action being taken against you in accordance with the disciplinary procedure, which may result in your dismissal.

23. CONFIDENTIALITY

During your employment you will have access to and will use and otherwise handle 'Confidential Information' to do your job properly. By 'Confidential Information', we mean any information or matter about the business or affairs of the Council or any of its business contacts, or about any other matters which may come to your knowledge in the course of your employment, and which is not in the public domain or which is in the public domain as a result of your breach of this agreement. It may, but will not necessarily, be in a recorded format (usually hard copies or electronically).

You must not (unless in the proper course of your work and/or with our express prior authorisation or in the situations outlined in this clause) use Confidential Information, make or use copies of Confidential Information, or disclose Confidential Information to anyone or any entity. That obligation applies during your employment and after it has ended.

You must do everything reasonable to protect Confidential Information and must tell us straightaway if you know or suspect that Confidential Information has been leaked and/or is being used outside our organisation or inappropriately inside our organisation. You should not make assumptions about sharing of confidential information with other employees. If in doubt, you should consult your line manager.

All Confidential Information belongs to us, and you must return it (including copies) to us when requested during your employment or when your employment ends. You will need to confirm that you have safely and securely deleted all versions and copies. We may withhold any salary or other sum due to you until such time as all confidential information has been returned to us. These provisions on Confidential Information do not affect your right to make a protected disclosure as defined by the *Employment Rights Act 1996* (see our Whistleblowing Policy), or your duty to disclose Confidential Information if the law or a regulatory obligation requires that.

24. DATA PROTECTION

As part of our administrative and management processes, the Council will need to collect and process personal data relating to you in accordance with data protection legislation in force at the time. Details of what we will collect and process are set out in the Data Protection Policy and our 'Employee Privacy Notice'.

You must familiarise yourself with our Data Protection Policy and comply with the Council's data protection policy when handling any personal data in the course of your employment. If you do not comply with it, we may treat that failure as a disciplinary issue and, in serious cases, gross misconduct.

25. COUNCIL PROPERTY

During your employment you will have access to, and use of, various documents, manuals, hardware and software provided for your use by the Council. These and any data or documents (including copies) produced, maintained or stored on the Council's computer systems or other electronic equipment (including mobile phones), remain the property of the Council.

You may also be given the use of other facilities owned by the council including **[mobile phone], [laptop/desktop computer], [keys/pass card], [social media accounts].**

You must take good care of all Council property that is in your possession and/or under your control and use it for agreed and lawful purposes only. If, because of your misuse or carelessness the property is lost, stolen or damaged, we may deduct from your pay some or all of the cost of repair or a replacement.

We may, at any time during your employment, and will on termination, require you to return all Council property (including social media account details, or any computer or online passwords) to us. You must do so on your last working day or as soon as possible as agreed with the Council.

If you are placed on Garden Leave, we will usually require you to return all our property before your Garden Leave begins.

26. MATERNITY, PATERNITY, ADOPTION AND PARENTAL ARRANGEMENTS

Your entitlement to maternity/paternity/adoption/shared parental leave and pay is as set out in the relevant legislation and in the Green Book.

[Your entitlement to maternity/paternity/adoption/shared parental leave and pay is as set out in the council's staff handbook/policies available at [add Link to documents].

27. REFERENCE DOCUMENTS

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.

Further information regarding your employment is contained within the Council's policies. These cover policies such as Health and Safety, Equalities, the Grievance Procedure, Disciplinary Procedure and Disciplinary Rules. You must comply with the Council's policies.

28. CHANGE TO TERMS AND CONDITIONS OF EMPLOYMENT

This agreement sets out everything we have agreed. You and we are entering into it on the basis that no discussions we have had, representations made, previous agreements reached, or understandings we have come to are relevant to this agreement, or are to be relied on, unless they are recorded in it.

Care has been taken to prepare this agreement, and neither you nor we will have a claim for innocent or negligent misrepresentation or negligent misstatement in respect of its contents (but that doesn't exclude liability for fraud).

This contract may be altered by us in writing at any time after the date of signing and after consultation with you.

Where changes to the terms set out in this statement occur by agreement (negotiation) with you, you will be informed of these by means of a written statement of change which you will be issued within one month of the change. Changes to non-contractual policies, rules and procedures will be notified to you with one month's notice.

I have read and understood the above clauses and accept the offer of employment on these terms.

SIGNED DATE

_____ _____

for and on behalf of **[Insert name]** Council

I accept the terms and conditions of my employment as set out above.

SIGNED DATE

_____ _____

Employee

CONTRACT OF EMPLOYMENT

This contract of employment ("the contract") contains the main terms and conditions of your employment with Melksham Without Parish Council ("the Council"). It includes all the written particulars required by the Employment Rights Act 1996.

THE EMPLOYER:: Melksham Without Parish Council

THE EMPLOYEE:

Draft for consultation with staff 12/10/23
Following review by Contract Working Party 04/10/23 and approved by Full Council 09/10/23
Based on Model Contract agreed by NALC & SLCC 2011

DATE OF ISSUE: Model contract for all staff from Jan 2024

1. COMMENCEMENT DATE

1.1 Your employment with Melksham Without Parish Council began on..... ("the commencement date").

Initial Role commenced on: ……..

Current Role commenced on: ……..

Continuous Service Date commenced on: ……..

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 not less than 13 weeks.

5. JOB TITLE

5.1 You are employed as [ ].

6. JOB DUTIES

6.1 You are expected to perform all duties which may be required of you as set out in your current job description which is regularly reviewed.

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 without the Council's written consent. Such consent shall not be unreasonably withheld.

8. PLACE OF WORK

Working from the Council's premises

8.1 Your usual places of work are:

For officers:

Melksham Without Parish Council

First Floor, Melksham Community Campus, Market Place,

Melksham, SN12 6ES

For Parish Caretaker:

Various locations around the parish

For Allotment Warden:

The two allotment sites (***Berryfield*** and ***Briansfield***) are both off Berryfield Lane, Melksham, SN12 6EH.

9. SALARY

9.1 Your salary is £[ ] per annum being the current salary point [ ] within the [ ] range in scale [ ] as set out in the 2004 National Agreement on Salaries and Conditions of Service of Local Council Clerks in England and Wales. * Being double checked as correct reference

THEN EITHER

9.2 You have been appointed to a single salary point and the Council will review your salary following your annual appraisal.

9.3 Following review, one salary point may be added to your salary, up to a maximum of four points, for success in obtaining or already holding any of the following relevant qualifications:

- The Certificate in Local Council Administration

- Certificate of Higher Education in Community Engagement and Governance - Level 1 or equivalent qualification previously awarded by the University of Gloucestershire
- the Certificate of Higher Education in Community Engagement and Governance or equivalent qualification previously awarded by the University of Gloucestershire
- the Diploma in Higher Education in Community Engagement and Governance or equivalent qualification previously awarded by the University of Gloucestershire
- BA (Hons) Degree in Community Engagement and Governance or equivalent qualification previously awarded by the University of Gloucestershire.

9.4 Your salary will be paid to you by cheque or bank transfer to your bank or Building Society on the 28th of each month.

10. EXPENSES

10.1 The Council shall reimburse you at NJC rates in force at the time for mileage incurred in the performance of Council business ("mileage expenses") provided that mileage expenses have been approved by the Council.

10.2 The Council shall reimburse you for other expenses which may include overnight accommodation, meals and fares incurred in the performance of Council business ("other expenses") provided that the other expenses have been receipted and approved by the Council.

For employees working at home

10.3 Expenses may include any of the following:

10.3.1 Purchase or use of office equipment

10.3.2 Purchase of office consumables

10.3.3 Connection, rental or use of telephone line and Internet/broad band

10.3.4 A sum to take into account the use of space, lighting, heating and electricity due to working from your home.

11. WORKING AT HOME – INSURANCE

11.1 You shall notify your insurers that your home is your main place of work and that in the course of your employment members of the public may attend at your home.

11.2. You shall provide the Council with evidence that you have the correct insurance cover for the circumstances set out in clause 11.1.

The Council shall pay for any additional insurance premiums arising from the arrangements for working at home set out in clause 11.2.

12. APPRAISAL

12.1 You will receive an annual appraisal.

13. HOURS OF WORK

13.1 You are required to work [ ] hours per week from [ ] to[ ].

14. ADDITIONAL HOURS

14.1 If you work more than your normal working hours, then subject to the Council's approval, you will be reimbursed at the appropriate NJC rate for these hours or you may take time off in lieu at a time to be agreed between you and the Council.

15. ANNUAL LEAVE

15.1 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 23 working days' leave in each leave year (pro rata for part time employees).

15.2 In addition to normal bank and public holidays, you will be entitled to two extra statutory days.

15.3 Your leave entitlement will increase to 26 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.

15.4 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.

15.5 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.

16. SICKNESS ABSENCE

16.1 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.

16.2 The Council reserve the right to request you to provide a Statement of Fitness for Work (commonly known as a Fit note) from a healthcare professional, for any sickness absence over 7 days.

16.3 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.

17. SICK PAY

17.1 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 1st year of service	• one month's 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

18. MATERNITY /PATERNITY /ADOPTION LEAVE

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

19. INJURY OR ASSAULT

19.1 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.

20. PENSIONS

20.1 The Council is a member of the Local Government Pension Scheme, which operates a contributory pension scheme which you are entitled to join. You have been provided with details in the booklet provided. There is in force a contracting out certificate for the purposes of the Pensions Scheme Act 1993 stating that the employment is contracted-out employment.

21. NOTICE OF TERMINATION OF EMPLOYMENT

During probationary period

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

After completion of probationary period

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

21.3 The length of notice which you are entitled to receive from the Council to terminate your employment is …….. month in writing.

21.4 Following 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, on your last working day. 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. The Council reserves the right to deduct from your final salary the cost of any unreturned council equipment.

22. DISPUTE RESOLUTION

22.1 You have been provided with a copy of the Council's grievance and disciplinary procedures, which should be followed.

23. HEALTH AND SAFETY

23.1 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.

23.2 You will be given a copy of the Council's Health and Safety Policy and be asked to sign to confirm that you have read and understood the policy.

24. EQUAL OPPORTUNITY POLICIES

24.1 You must comply with the Council's Equal Opportunity Policies. You will be given a copy of these Policies and be asked to sign to confirm that you have read and understood the policies.

25. TRAINING AND DEVELOPMENT

25.1 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.

26. INDEMNITY

26.1 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 Melksham Without Parish Council

Signed: ..... **Dated:** .....

Name: .....