



Penrith Town Council

Unit 1, Church House, 19-24 Friargate, Penrith, Cumbria, CA11 7XR
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24 September 2019

Post: Solicitor

Thank you for responding to the Town Council's vacancy.

The application pack contains the following:

- Job Description
- Person Specification
- Post Particulars

If you would like to apply for the position, please submit a curriculum vitae and a supporting letter to the Town Clerk:

townclerk@penrithtowncouncil.co.uk

The deadline for receipt is **NOON 14 October 2019**.

The successful applicant will commence in post week commencing **28 October 2019**.

A handwritten signature in black ink, appearing to read 'V. Tunnadine'.

Viv Tunnadine, Town Clerk

JOB DESCRIPTION & PERSON SPECIFICATION

JOB TITLE: Solicitor

REPORTS TO: The reporting line will depend on the nature of work undertaken

SALARY:

£42,683pa (FTE) pro rata: 8 hours pw

Employer superannuation contributions at 17.5%

Employee contribution rates are in LGPS Bulletin 182 circa 5.50%

HOURS:

- Annualised
- Flexible 8 hours per week influenced by workload
- Remote working available
- Two-year fixed term contract

MAIN PURPOSE OF POST:

Penrith Town Council strives to work towards the Gold Standard of the Local Council Award Scheme and has adopted the General Power of Competence. The Council strives to meet its statutory obligations competently and since it was established, in May 2015, has continually reviewed its operations to ensure best practise for internal control, compliancy with legislation, and business continuity. As the Town Council's solicitor you will serve as a member of the Council's senior officer management team providing legal advice and services in a responsible and professional manner and represent, and act on behalf of, the Council in legal proceedings and external meetings.

The post is offered on annualised hours contract two-year fixed term contract and you will receive one twelfth of their salary every month. This is irrespective of the number of hours you work in that month. In an annual hour's system, an employee works a certain number of hours over the whole year, but with a certain degree of flexibility about when those hours are worked. Normally, a period of regular hours or shifts forms the core of the arrangement, with the remaining time left unallocated and used on an 'as needed' basis. The contract may be extended.

KEY OUTCOMES

The following outcomes will be expected to be achieved by the post holder:

- Ensure that appropriate and effective legal advice and services are provided to the Council on relevant aspects of the Council's activities.
- Undertake legal aspects of work generated primarily by devolution, land and holdings acquisitions, business operations, policy delivery, good practice, and performance improvement.
- Resolve legal and policy issues and make decisions on the basis of delegated authority from the Council where appropriate.
- Provide advice to Members and Officers regarding possible solutions, options and issues which need to be considered by them.
- Act as the Council's Data Protection Officer.
- Ensure that documentation published by the Council is legally accurate and reflects current legislation. This can be achieved by being involved in the drafting of such documents, through validation or consultation at the draft stage.
- Liaise with officers, and Members regarding on-going legal matters.
- Ensure the Council is professionally represented externally in court/tribunal hearings, at key meetings – this may not be yourself, but an individual identified by you as being appropriately qualified to do so.
- Add value to the wider operation of the Council by participating in projects and providing advice on the creation of various policies and procedures, improvements to services and business improvement/expansion.
- Advice on commercial legal matters and support the identification and management of risks to service delivery
- Provide guidance and advice on employment issues
- Pursue and engage in partnership working with other local councils/organisations investigating opportunities to deliver services both legal and council on a shared basis
- Support the Council and officers in dealing with contentious and complex complaints

- Contribute to the development of colleagues in the Council by preparing or delivering in-house training as required
- Assist the Town Clerk to ensure that the Council's literature, policies, systems and publications are up to date and ensuring that new and upcoming law and legislation which may affect the Council is considered and applied, briefing Officers and Members on the implications for the future operation of the Council, as appropriate
- Support the Council to deliver the Council's corporate policies and priorities to an excellent standard

PERSON SPECIFICATION

	Criteria
Education and Qualifications	<p>A degree in law.</p> <p>Current practising certificate (or entitlement to obtain one) from the Law Society or Bar Council</p> <p>Valid practising certificate</p>
Work Experience	<p>At least five years' post qualification experience in a local government legal department.</p> <p>Up to date knowledge of local government law.</p> <p>Up to date knowledge of the Members Code of Conduct</p>
Knowledge, skills and ability.	<p>Sound knowledge and understanding of the local government framework.</p> <p>Excellent written and verbal communication skills with a proven ability to understand and use information technology.</p> <p>The ability to understand and assimilate information quickly and make sound reasoned decisions in relation to matters of law with the ability to present complicated information and advice to elected members and officers.</p> <p>The ability to provide timely clear and comprehensive legal advice to assist in satisfying the Council' statutory obligations.</p> <p>Effective time management skills and the ability to meet tight deadlines.</p> <p>Strong organisational skills and the ability to analyse and present relevant information in a logical manner.</p> <p>A flexible approach to work and a willingness to support colleagues.</p> <p>The ability to deliver training and/or presentations to audience from legal and nonlegal backgrounds.</p>

POST PARTICULARS

Job Title: Solicitor

Job Purpose:

- To serve as a member of the Council's senior officer management team.
- To provide legal advice and services in a responsible and professional manner to the Council and represent, and act on behalf of, the Council in legal proceedings and external meetings.

Terms and Conditions of Employment

During your employment with the Council, your terms and conditions of employment will be in accordance with collective agreements negotiated from time to time by the National Joint Council for Local Government Services as supplemented by local collective agreements reached with trade unions recognised by the Council namely ALCC.

Employment

The post is permanent and may be subject to a 12-week probationary period depending on experience.

HOURS: 8 ANNUALISED HOURS PER WEEK, TWO-YEAR FIXED TERM CONTRACT

Salary: Dependent on experience

Job Grade: Per Annum and pro rata - NJC NATIONAL SALARY AWARD

£42,683pa (FTE) pro rata: 8 hours pw

Employer superannuation contributions at 17.5%

Employee contribution rates are in LGPS Bulletin 182 circa 5.50%

Salary Progression

Progression through salary scale subject to satisfactory reports and acquisition of relevant professional qualifications.

Next Increment

At 1 April 2020 and thereafter annually on 1 April.

Payment

You will be paid by equal monthly instalments in arrears paid by direct payment to your bank account.

Continuous Employment

Date of commencement in this post:

Date of commencement in post with this Council:

Date of continuous employment with Local Government:

If you have previous continuous service with an organisation covered by the Redundancy Payments (Local Government) (Modification) Orders, this will be included in calculating entitlement to:

- Redundancy payment
- Sickness Allowance
- Annual Leave

Hours of Work

Your working pattern will be agreed. The Council operates a Flexible Working Hours Scheme.

The grade for your post considers the requirement for working outside of normal hours. You will not normally be required to work overtime.

Time in lieu may be accrued for hours that exceed your contracted hours and should be taken within six weeks of its accrual.

Place of Work

Council Office or at such other place of employment in the service of the Council as required.

Notice

The period of notice to which you are entitled is:

- a) Up to four years' service – four weeks
- b) Five years' service or more – one week per year up to a maximum of twelve weeks

NOTE: Notice to terminate employment given by either party during the probationary period is one week.

Annual Leave Entitlement

In addition to eight bank holidays, two extra statutory days and a local day, leave entitlement varies per the level of continuous service.

Period of Continuous Service

Annual entitlement - days	0-4 years	5-9 years	10+ years
	21	26	29

The leave period shall be from either your start date or birthday.

Staff leaving during the leave year are entitled to the proportionate amount of leave.

The "local day" is allocated at the discretion of the Council, where the relevant place of work is closed for Christmas.

Sickness absence

Your entitlement during any absence due to sickness or injury is as set out in the NJC agreements:

1. during 1st year of service - one month's full pay and (after completing 4 months' service) 2 months' half pay.
2. during 2nd year of service - 2 months' full pay and 2 months' half pay
3. during 3rd year of service - 4 months' full pay and 4 months' half pay
4. during 4th & 5th - year of service - 5 months' full pay and 5 months' half pay
5. after 5 years' service - 6 months' full pay and 6 months' half pay

Where such absence occurs, you should notify your immediate supervisor of the absence and when your illness commenced at the earliest opportunity.

- For absences of up to 7 calendar days you are required to complete a self-certification form.
- For absence beyond 7 days you are required to obtain a medical statement signed by your doctor.

It should be noted that termination of this contract can occur prior to the exhaustion of the full period of sick pay identified.

Deductions

The Council reserves the right at any time, or in any event on termination, to deduct from salary any overpayment made and/or monies owed to the Employer by you including but not limited to:

- a) any losses sustained during the course of your employment in relation to the property or money of the Council, any of its suppliers, customers or visitors to the Council's premises, or to any other employee caused through your carelessness, negligence, recklessness or breach of the Council rules or dishonesty on your part;
- b) any overpayment of remuneration or any other payment made, including excess holiday payments;
- c) in respect of Council property not returned (or returned in a condition which is deemed unsatisfactory by the Council);
- d) in respect of the misuse of telephone calls.

Other Terms and Conditions of Employment

The NJC agreements directly affecting other terms and conditions of your employment cover are as agreed in the "Green Book".

The Council is drafting policies related to personnel.

Anti-Bribery

In your employment with the Council you should not accept any gifts or hospitality from any customer, supplier or other person which has a value of over £10 without first seeking permission from the Chairman. A prospective recipient of any gift or hospitality should consider why the offer is made and whether it is intended to influence a decision. Reasonable and proportionate hospitality and gifts may be acceptable and accepted with the permission of the Chairman.

In your employment with the Council you should never offer a gift to a customer, supplier or other person with the intention of gaining a business advantage. Any business gifts or invitations to hospitality events that are issued must always be agreed by the Chairman in advance. If you are found to have accepted or given any bribe you will face disciplinary action, which could include dismissal for gross misconduct.

Vehicle User Status

Your post is identified as qualifying for the following car allowance: Casual User status.

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.

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.

Pensions

If you meet certain criteria you will automatically be enrolled into the Local Government Pension Scheme (LGPS) as soon as is practicable. If you do not meet the criteria you can elect to join the scheme.

Injury or Assault

In the event of death or permanent disablement arising from a violent or criminal assault suffered in the course of employment then all insurance payments will be made in accordance with paragraph 7 of Part 3 of the Green Book.

Disciplinary Procedure

The disciplinary rules applicable to you are set out in the Council's disciplinary procedures.

An appeal against disciplinary action taken against you must be submitted in writing to the Chairman of the Staffing Sub-Committee.

Grievance Procedure

If you have a grievance relating to your employment you should discuss the matter initially with the Chairman of the Council. Further steps are governed by the Council's governed by the Council's Grievance Procedure.

Health & 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.

Equal Opportunities

You must comply with the Council's Equal Opportunity Policy.

Training & Development

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.

Indemnity

The Council undertakes to indemnify you against any actions of commission or omission that are authorised by the Council.