

Great Waltham Parish Council

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CONTRACT OF EMPLOYMENT

This contract of employment ("the contract") contains the main terms and conditions of your employment with Great Waltham Parish Council ("the Council").

THE EMPLOYER:: Great Waltham Parish Council

THE EMPLOYEE: William John Adshead-Grant

DATE OF ISSUE: 1st March 2019

POSITION Clerk and RFO

1. Introduction

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

Your employment commenced on 1st September 2014

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

1.3 For all new employees confirmation of the appointment will be subject to satisfactory completion of a period of probationary service of not less than 13 weeks. During any such period of service you would be expected to establish your suitability for the post.

2. Previous Service

Your employment with any other public employer as set out in the NJC agreement will be considered as part of a continuous period of employment with the Council for the purposes of your contract of employment.

3. Job Title

The title of the job for which you are employed is Clerk to the Great Waltham Parish Council. The

Council has employed you under the provisions of section 112 (1) and (2) of the Local Government Act 1972. The duties of the post are set out in the job description attached to this contract. The Council will require the Clerk to cover the role of the Responsible Financial officer (RFO).

The Council may from time to time wish to amend your job description and you may at any time be requested to undertake additional or other duties as necessary to meet the requirements of the Council.

4. Declaration of Other Employment

It is a condition of this Contract of Employment that you inform the Council of any alternative employment you undertake, in order to ensure that no tax or insurance liabilities will accrue to the Council. The Council also reserves the right to require that any other employment that you undertake does not conflict with the role or standards required to be undertaken or met in the public office of the Clerk to the Council.

5. Place of Work

Your usual place of work is from the Parish Office or from home but you may be required to work at other locations for meetings or training.

6. Salary

6.1 Your salary is in accordance with the current NJC salary point 23 (£11.24 per hour – April 2018) and is calculated by pro-rata reference to the standard working week for local government staff of 37 hours (1924 hours per year).

6.2 Subject to satisfactory performance, you will progress automatically through the salary scale by annual increments until you reach the maximum of the scale. Your first increment was payable on 1st April 2017 and thereafter on the 1st April each year until you reach the maximum of the scale. The Council may withhold an increment if it is considered that performance fell below the level expected, following an annual review, or award an additional increment for exemplary performance if it chooses to do so.

7. In addition one additional salary point will be added to your salary, up to a maximum of four points, for success in obtaining or already holding each of the following relevant qualifications:

- The Certificate in Local Council Administration and other relevant qualifications such as:
- Certificate in Local Policy Studies First Year
- the Certificate in Local Policy Studies
- the Diploma in Local Policy Studies
- BA (Hons) Degree Local Policy Studies (University of Gloucestershire).

8. Your salary will be paid by bank transfer at monthly intervals.

9. Expenses

Any travel, mileage, subsistence expenses incurred by you and approved by the Council will be paid at the agreed NJC rate laid down at the time.

10. Working from Home

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

10.2. The cost of all stationery and consumables and computer consumables against invoices submitted to the Council will be reimbursed.

- 10.3 The Council will reimburse any reasonable telephone call expenses incurred on a private line against an itemised account
- 10.4 The Council will provide a dedicated computer to assist the Clerk in carrying out his duties.
- 10.5 The Council will pay for all necessary computer software or upgrades required for the Clerk to the Council to fulfil the duties required by the Council. Any software request must be approved by the Parish Council prior to purchase.
- 10.6 The Council agrees to fully indemnify the CLERK to the Council for both Employers and Public Liability Insurance.

11. Appraisal

You may receive an annual Appraisal/Development Review. Should there be any concern about your performance, other than matters of a disciplinary nature, the Council undertakes to work with you to seek to ensure that necessary training, mentoring and support is provided to ensure that agreed standards of performance are reached in a reasonable agreed time frame.

12. Hours of Work

- 12.1 Your hours of work should average 18 hrs per week - 936 hours per annum which includes the attendance of all Committee and full council meetings . Your hours of work are dependent on workload and therefore variable from week to week. Training hours are extra and paid at the normal hourly rate.
- 12.2 In accordance with the Flexible Time Working Regulations (Employment Act 2002) you may apply, in writing, for flexible working time conditions on the grounds that you have a child of an age that meets the provisions of the Act. The Council retains the right to refuse this application on reasonable objective business grounds. If so, the Council must provide you with reasons in writing.
- 12.3 In accordance with the Works and Families Act 2006 you may apply, in writing, for flexible working time conditions on the grounds that you are a carer of an adult who meets the provisions of the Act. The Council retains the right to refuse this application on reasonable objective business grounds. If so, the Council must provide you with reasons in writing.

13. Additional Hours – must be approved by the Council

If you are required to work more than your normal working hours servicing the Council and its committees or external events, you will be reimbursed at the normal NJC rate for these hours or you may take time off in lieu at a time agreed between you and the Council.

Additional hours worked over and above the normal working week (as listed in section 12) servicing the Council and its committees or external events, will be reimbursed as paid overtime at 1½ times the normal rate.

14. Annual Leave

- 14.1 The calculation of your annual leave commences from the first day of your employment. You are entitled, in addition to the normal bank and public holidays, to twenty one working days' leave in each leave year which is pro rata for part time employees. The leave year runs from 1st April to 31st March.
- 14.2 Your leave entitlement will increase to twenty-five working days per year (pro rata for part time

employees) when you have completed not less than five years of continuous service immediately prior to the commencement of the leave year.

- 14.3 In addition to normal bank and public holidays, you will be entitled to two extra statutory days (pro rata for part time employees).
- 14.4 If you join the Council from another authority or other qualifying public body, your previous service will be taken into account in calculating your holiday entitlement.
- 14.5. Holiday entitlement will be worked out pro-rata to the hours worked and paid monthly.

15. **Sickness Absence**

- 15.1 If you are absent from work on account of sickness or injury, you or someone on your behalf should inform the Council of the reason for your absence as soon as possible, but no later than the end of the working day on which the absence first occurs.
- 15.2 In respect of absence lasting up to seven calendar days, you are required to inform the Chairman/ Vice-Chairman or your line manager and self-certificate your absence.
- 15.3 In respect of absence relating to illness lasting more than seven calendar days, you must provide a medical certificate stating the reason for the absence and thereafter provide a consecutive medical certificate to cover any subsequent period of absence.
- 15.4 You will be paid your agreed basic remuneration in line with the scale of payment for any one year that runs from 1 April to 31st March. The Council will be responsible for reclaiming the Statutory Sick Pay element from HM Revenue & Customs.

Entitlement to payment is subject to notification of absence and production of medical certificates as required above.

- 15.5 The Council operates the Statutory Sick Pay scheme and you are required to co-operate in the maintenance of necessary records. For the purposes of calculating your entitlement to Statutory Sick Pay 'qualifying days' are those days on which you are normally required to work. Payments made to you by the Council under its sick pay provisions in satisfaction of any other contractual entitlement will go towards discharging the Council's liability to make payment to you under the Statutory Sick Pay scheme.
- 15.6 The Council reserves the right to require you at any time to submit to a medical examination by a medical practitioner nominated by the Council, subject to the provisions of the Access to Medical Reports Act 1988 where applicable. Any costs associated with the examination will be met by the Council.
- 15.7. Whilst on absence due to sickness or incapacity you are not permitted to undertake any paid work for another employer or for any business established by you without express permission from the Council.

16. **Scale of Payment**

Subject to the above conditions of this scheme, when absent from duty owing to illness (which term is deemed to include injury or other incapability or disability) you will be entitled to receive an allowance in accordance with the following scale:

during 1st - year of service one months full pay and (after completing
4 months service) 2 months half pay.

during 2nd - year of service	2 months full pay and 2 months half pay.
during 3rd - year of service	4 months full pay and 4 months half pay.
during 4th & 5th - year of service	5 months full pay and 5 months half pay.
after 5-years service	6 months full pay and 6 months half pay.

N.B. For the purposes of calculating "half" pay, the rate of pay for the agreed salary month will be used.

17. Maternity/Paternity/Adoption Leave

Under the provisions of the Employment Rights Act 1996 (as amended by the Employment Act 2002 and regulations there under) you will be entitled to apply for Maternity/Paternity/Adoption leave.

18. Injury or Assault

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

19. Pension

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

20. Notice of Termination of Employment

During probationary period

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

After completion of probationary period

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

20.3 The length of notice which you are entitled to receive from the Council to terminate your employment is four weeks in writing until you have been continuously employed for four years and thereafter such notice entitlement increases by one week for each year of continuous service until you have completed twelve years of continuous employment after which time you will be entitled to twelve weeks notice.

20.4 Upon or within one week of written termination of your employment (whether that be during or after any probationary period) you are required to surrender to the Council any documents or materials that you have been holding on behalf of the Council.

21. Grievance and Discipline – Dispute Resolution

21.1 Conciliation and Mediation

Before resorting to formal procedures from the employee or from the Council it is the policy of the Council that discussions between both parties should be entered into with the express purpose of resolving the matter through a process of mediation seeking conciliation. Where necessary the Council will seek the services of an external expert to forward this process to reach a conclusion

satisfactory to both parties in the dispute.

21.2 Redress of Grievance

You must apply in writing to the Chairman of the Council for redress of any grievance relating to your employment and/or any disciplinary decision applied to you. The Chairman shall report your application to a duly convened meeting of the Council, held in the absence of the public and the press. You will have an opportunity to set out your grievance. The grievance will then be considered and a decision reached by the Council.

Should you be dissatisfied with the Council's decision you have the right to make an appeal to the Appeals Panel of the Council.

Under the provisions of the 1999 Employment Relations Act s.10 you have the right to have a representative of your choice present at any Grievance or Disciplinary hearing.

21.3 Disciplinary Rules

Before any disciplinary action is taken by the Council, a notice in writing giving details of the matter, either signed by the Chairman and authorised by the Council shall be given to you. You (together with an adviser if you wish) will have a full opportunity to answer the complaint at a meeting of the Council's Disciplinary Panel held in the absence of the public and the press. Should you be dissatisfied with the Panel's decision you have the right to make an appeal to the Appeals Panel of the Council.

A copy of the Discipline and Grievance Policy and all other policies of the Council are contained in the documentation given to you.

22. Health and Safety Regulations, Other Legislation & Council Policies

You are expected to familiarise yourself with all relevant Regulations, Legislation and Policies applying to or made by the Council and ensure that you comply with and ensure others comply with these as required.


23. Training and Development

It is essential that the Officers and employees of the Council maintain up to date knowledge of their function and duties. To this end the Council will expect and support your necessary agreed training and development and meet all course and examination expenses and any travel and subsistence incurred on the scale set down as paid working hours. In addition reasonable agreed time for study in paid working hours will be given.

24. Indemnity

The Council undertakes to indemnify its officers against any actions of commission or omission that are made in good faith on behalf of the Council.

Signed:  Dated: 15 Feb 2019
Chairman of the Council

Signed:  Dated: 15/FEB/2019
Clerk to the Council

Appendix 1

CLERK TO THE COUNCIL – JOB DESCRIPTION

1.0 Job Purpose:

The Clerk to the Council will be the Proper Officer of the Council and as such is under a statutory duty to carry out all the functions, and in particular to serve or issue all the notifications required by law of a local authority's Proper Officer. The Clerk will be totally responsible for ensuring that the instructions of the Council in connection with its function as a Local Authority are carried out. The Clerk is expected to advise the Council on, and assist in the formation of, overall policies to be followed in respect of the Authority's activities and in particular to produce all the information required for making effective decisions and to implement constructively all decisions. The person appointed will be accountable to the Council for the effective management of all its resources and will report to them as and when required.

2.0 Day to Day Management:

1. To ensure that legal, statutory and other provisions governing or affecting the running of the Council are observed.
2. Supervision of other staff, including payment, income tax, National Insurance and other employment issues
3. To ensure that the Council's obligations to insure are properly met and to carry out risk assessments as required observing Health and Safety issues.
4. Preparation of agenda for Parish Council meetings and attendance at meetings and preparation of minutes of each meeting.
5. To receive and deal with correspondence and documents on behalf of the Parish bringing items to the Council's attention as necessary.
6. To respond to correspondence as required and to prepare correspondence as determined by the Council.
7. Maintain and keep up to date computer records and to develop systems for the improved efficiency of the Parish Council.
8. To be competent in the performance and knowledgeable of all the procedures of the Council, particularly with regard to the Standing Orders of the Council and the Financial Regulations of the Council.
9. Act as the primary interface between the Council and the public ensuring that visitors, telephone calls and correspondence are dealt with in a competent and friendly fashion.
10. To monitor the implemented policies of the Council to ensure that the policies are achieving the result required and, where appropriate, suggest modifications.
11. To monitor the performance of the contractors and staff engaged by the Council and to report to the Council or relevant Committee as appropriate.
12. To maintain regular contact with the Officers of Other Local Authorities.
13. To act as a representative of the Parish Council and to be a 'good ambassador' on their behalf.
14. To prepare, in consultation with the Chairman, press releases about the activities of, or decisions of, the Council.
15. To attend training courses on the work and role of the Clerk and Conferences as required by the Council.

RESPONSIBLE FINANCIAL OFFICER – JOB DESCRIPTION

1.0 Job Purpose:

To occupy the position of Responsible Financial Officer under S151 of the Local Government Act 1872 and act as the principal adviser on financial matters and to brief the Chair of the Parish Council as required. To undertake other duties from time to time consistent with the level of the post.

2.0 Day to Day Management:

- 2.1 To carry out all the functions required by law of a local authority's Responsible Financial Officer (RFO) and in particular ensure that Financial Regulations are correctly observed, implemented and recommend revisions where necessary.
- 2.2 The RFO will be accountable to the Council for the effective management of all its resources and will report to them as and when required, they will be responsible for all financial records of the Council and conduct the careful administration of its finances.
- 2.3 To be the council's principal adviser on matters of financial management.
- 2.4 To ensure that the accounting control systems are observed and periodically reviewed, the accounting records of the Council are maintained and kept up to date in accordance with proper practices.
- 2.5 To keep up to date with changes in legislation and advise the Council accordingly ensuring that all Council financial policies and procedures meet statutory requirements.
- 2.6 To produce financial management information for the Council and its committees as required.
- 2.7 To carry out a financial risk assessment of the risks involved to ensure the Council gets best value for money on new contracts.
- 2.8 To monitor financial arrangements so that the best terms can be secured.
- 2.9 To prepare detailed draft estimates for the Council and its committees in respect of capital and revenue expenditure for the coming year.
- 2.10 Produce a rolling business plan (budget).
- 2.11 To take overall control of VAT and other returns.
- 2.12 To manage insurance risks and process claims.
- 2.13 To prepare reports to both Financial Committee and Full Parish Council meetings monitoring the budget, fund balances and any other relevant matters.
- 2.14 To manage a PAYE system for the Council.

3.0 Internal Controls and Audit

- 3.1 The RFO will ensure that there is an adequate and effective system of internal audit and controls in accordance with proper practices.
- 3.2 The RFO shall make arrangements for the opportunity for inspection of the Council's financial records in accordance with the Audit Commission Act 1998 and the Accounts and Audit Regulations 2004.
- 3.3 To bring to the attention of Councillors any correspondence or report of the Internal or External Auditors and detail any action to be taken as appropriate.
- 3.4 To report to any challenge on the accounts to the Chair of both the Financial Committee and Parish Council.

4.0 General

- 4.1 To attend meetings as and when appropriate.
- 4.2 To attend conferences, seminars and training courses associated with the work and role of RFO as required and authorised by the Council.
- 4.3 To maintain the Council's Register of Property and Assets.
- 4.4 To undertake any other duties required by the Council consistent with the level and scope of the post.