

Contract of Employment
Clerk and Assistant to The Chief Responsible Officer and Responsible Financial Officer to the
Council

Frances Killby

1. Introduction

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

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 the contract.

1.3 Your employment commenced on 1st July 2016.

2. Previous Service

There is no previous service to be taken into account.

3. Job Title

2.1 The title of the job for which you are employed is Clerk and Responsible Financial Officer to Terling and Fairstead Parish Council. The job encompasses the role of Clerk and Assistant to the Responsible Officer. 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 [Appendix A] 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

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

5. Place of Work

5.1 Your usual place of work is your home, 16 Vicarage Avenue, White Notley, Essex CM8 1SA

6. Salary

6.1 Your salary is in accordance with the current NJC Salary Point 18 for part time hourly paid Local Council Clerks. You will certify the hours you have worked to a member of the Council who has been authorised by the full Council to agree those hours. You will be paid your agreed hours at the salary point scale in your contract.

6.2 The Council will review your salary annually, as far as possible, in line with agreements reached between local government workers and the local government employers.

6.3 In addition The Council will review your salary in relation to any relevant qualifications that you obtain in the review period.

6.4 Your salary will be paid monthly in arrears by cheque or bank transfer on a regular basis as and when you certify your hours and have them agreed by the appropriate Councillor.

7. Expenses

7.1 Any travel, mileage and subsistence expenses incurred by you and approved by a member of the Council who has been authorised by the full Council to approve your expenses, will be paid at the agreed NJC rate laid down at the time.

8. Working from Home

8.1 As the Contract requires that your office, for the purposes of the Council, is your own home, then the Council will carry out a Risk Assessment to check the accommodation to ensure that Health and Safety regulations are met. The Council undertakes to review the expenditure required to meet the regulations and will decide on the best solution to provide the Clerk with a safe working environment.

8.2 The Council will reimburse all expenses incurred by you in the discharge of the duties that are approved by the Council. These may include the following, stationery, computer consumables, postage costs, etc. In addition, a reasonable home allowance will be paid for the use of space or utilities in your home at an agreed sum of £43.58 net per calendar month. The Council will also pay the Clerk an amount equivalent to the tax (PAYE) payable by the Clerk on the aforementioned home allowance so that effectively the home allowance of £43.58 is received net of tax. This arrangement is to be reviewed annually and covers the use of your own PC, printer, broadband access, etc. [this is not an exclusive list] and will be approved by a member of the Council, who has been authorised by the full Council to approve your expenses.

8.3 Expenses will be paid, by cheque, monthly in arrears. The Council will provide a separate telephone line and will be responsible for line rental for the duration of the agreed contract and all calls incurred upon presentation of an itemised bill.

8.4 The Council agrees to hold insurance to fully indemnify the Clerk for Employers and Public Liability Insurance for working from their own premises or any additional premium required by the Clerk's own insurance. You should not allow meetings or receive visitors on Council business at your home without a member of the Council also attending.

9. Appraisal

9.1 You will receive an annual appraisal/development review at an agreed date with the Chair of the Council.

10. Hours of Work

10.1 Your hours of work will be those, as planned by yourself, required to complete your duties. This is to allow you to work flexibly. If you expect or find that this will result in working more than 37 hours in a week you should inform the Chair of the Council so the Council can review the

requirement for clerking resources. Any hours worked in excess of 37 hours a week, agreed by the Chair of the Council, will be treated as Paid Overtime and paid at the normal rate plus 50%.

10.2 In accordance with the Flexible Time Working Regulations [Employment Act 2002] you may apply, in writing, for flexible working time conditions. The Council will comply with the requirements of the Act.

10.3 In accordance with the Works and Families Act 2006 you may apply, in writing, for flexible working time conditions. The Council will comply with the requirements of the Act.

11. Annual Leave

As you will be working on an hourly basis you will receive additional salary to reimburse you for paid holiday on a pro-rata basis depending on length of service plus 8 Bank Holidays, plus two extra statutory days as the base. You will be entitled to 20 days annual leave plus 8 bank holidays, plus two extra statutory days from the date of your commencement of employment with the Council, increasing to 25 days after five continuous years of service. The payments will be made monthly with your monthly salary.

12. Sickness Absence and Sickness Pay

12.1 If you are unable to work on account of sickness or injury, you, or someone on your behalf should inform the Chair of the Council as soon as possible, but no later than the end of the day on which you became unable to work. This will not apply if this is within a period of time when you have informed the Chair of the Council that you will be unavailable to work, for example, a holiday.

12.2 In respect of absence lasting up to seven calendar days, you are required to inform the Chair of the Council and self-certificate your absence.

12.3 In respect of absence relating to more than seven calendar days, you must provide a medical certificate to cover any subsequent period of absence.

12.4 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

The monthly sick pay rate will be calculated from your most recent salary payment.

13. Notice of Termination of Employment

13.1 Either party may terminate the contract of employment by giving one month's notice in writing, following the end of the current month.

13.2 Upon or within one week of written termination of your employment you are required to agree with the Chair of the Council a timetable for the surrender to the Council any document or materials that you have been holding on behalf of the Council including files held on electronic data.

14. Grievance and Discipline – Dispute Resolution

14.1 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.

14.2 Redress of Grievance – you must apply, in writing, to the Chair of the Council for redress of any grievance to your employment and/or any disciplinary decision applied to you. 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.

14.3 Before any disciplinary action is taken by the Council, a notice, in writing, giving details of the matter, signed by the Chair of the Council and authorised by the Council shall be given to you, and you [together with an adviser if you wish] will have a full opportunity to answer the complaint. Any meetings held to discuss the action will be held in the absence of the public and the press.

15. Health and Safety Regulations, Other Legislation and Council Policies

15.1 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.

16. Training and Development

The Council will expect and support your necessary agreed training and development to maintain your up to date knowledge of your function and duties. The Council will meet all your course, examination, travel and subsistence expenses relating to this training and development. The Council will also pay your time to attend training courses and examinations. The Council will pay hours, to be agreed, for study in paid working hours.

17. Indemnity

17.1 The Council undertakes to indemnify the Clerk against any actions of commission or omission that are made under instructions from the Council which have been authorised by the Council.

Signed Dated

Chair of the Council

Signed Dated

Clerk

Effective from Date:

Appendix A to Contract

Clerk and Assistant to Responsible Financial Officer to the Council

Job Description

Overall Responsibilities

The Clerk to the Council will be the Proper Officer to the Council and, as such, is under a statutory duty to carry out all the functions, and in particular to serve or issue all 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 legal 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 Clerk will be accountable to the Council for effective management of all its resources and will report to them as and when required.

The Clerk will assist the Chief Responsible Officer with the financial records and the careful administration of all its finances. The Clerk will be able to consult with members of the Finance Committee for advice on ensuring the duties of Assistant to the Chief Responsible Officer are carried out correctly and efficiently.

Specific Responsibilities

1. To ensure that statutory and other provisions governing or affecting the running of the Council are observed.
2. To assist in the monitoring of the Council's accounts and the preparation of records for audit purposes and VAT with assistance from members of the Council Finance Committee.
3. To ensure that the Council's obligations for Risk Assessments are properly met.
4. To ensure, in consultation with appropriate Council members, that agendas and minutes for all meetings of Council and Committees are prepared.
5. To attend all meetings of Council, to receive, maintain copies and circulate reports and minutes from all Council committees and sub-committees.
6. To receive correspondence or documents on behalf of the Council and to deal with the correspondence or documents or bring such items to the attention of the Council. To issue correspondence as a result of instructions of, or the known policy of, the Council.

7. To receive and report on invoices for goods and services to be paid for by the Council and to ensure such accounts are met as instructed by the Council. To issue invoices on behalf of the Council for goods and services and to ensure payment is received.
8. To seek advice from specialists in particular fields as appropriate or as requested by the Council relating to matters to be discussed by the Council and present this advice to the Council.
9. To monitor the implemented policies of the Council as requested by the Council to ensure they are achieving the desired result and, where appropriate, suggest modifications.
10. To act as the representative of the Council as required.
11. To issue notices and prepare agendas and minutes for the Parish meeting, to attend the assemblies of the Parish and to implement the decisions made at the assemblies that are agreed by the Council.
12. To prepare, in consultation with the Chair, press releases about the activities, or decisions, of the Council.
13. To attend training courses and seminars on the work of the role of the Clerk as required by the Council.
14. To continue to acquire necessary professional knowledge required for the effective management of the affairs of the Council.
15. To attend the Conference of the National Association of Local Councils, Society of Local Council Clerks or other relevant bodies if requested by the Council.
16. To act as contact point between the Council and sub-contractors, including the Handyman, suppliers, Community Wardens and other official bodies.
17. To maintain and control archives and historic copies of the Council documentation as agreed by the Council.