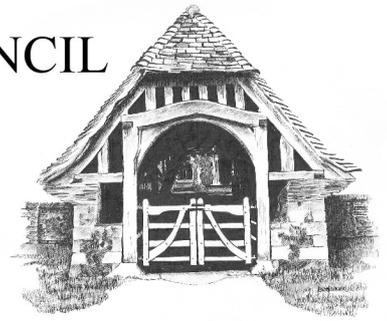


# WALTHAM ST LAWRENCE PARISH COUNCIL

## WALTHAM ST LAWRENCE PARISH COUNCIL -and- ALISON JONES CONTRACT OF EMPLOYMENT and JOB DESCRIPTION – CLERK to the COUNCIL



### **1 Introduction**

- 1.1 This statement sets out particulars of your terms and conditions of employment with Waltham St Lawrence Parish Council ("the Council"), which are required to be given to you by law. Your employment commenced on 1 April 2017.
- 1.2 For all new employees confirmation of the appointment will be subject to satisfactory completion of a period of probationary service of not less than 26 weeks. During any such period of service you would be expected to establish your suitability for the post.

### **2 Previous Service**

- 2.1 Your employment with any other public employer 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**

- 3.1 The title of the job for which you are employed is Clerk to the 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.
- 3.2 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**

- 4.1 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**

- 5.1 Your usual place of work is: Pendell Cottage, Hungerford Lane, Shurlock Row, Berkshire, RG10 0NY.

# WALTHAM ST LAWRENCE PARISH COUNCIL

## WALTHAM ST LAWRENCE PARISH COUNCIL -and- ALISON JONES CONTRACT OF EMPLOYMENT and JOB DESCRIPTION – CLERK to the COUNCIL



### **6 Salary**

- 6.1 Your current salary (as at 1 April 2017) is £3,870 per annum.
- 6.2 The Council will review your salary annually on 1 April.
- 6.3 Your salary will be paid by cheque or bank transfer at monthly intervals to reach your bank or Building Society as cleared funds by the last working day of the month.

### **7 Expenses**

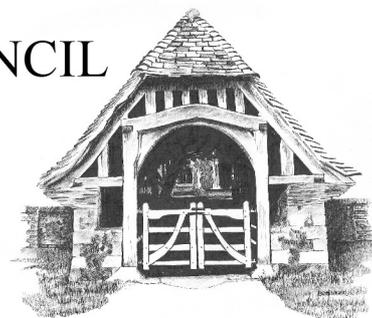
- 7.1 Any travel, mileage, subsistence expenses incurred by you and approved by the Council will be paid at the agreed HMRC rate laid down at the time.

### **8 Working From Home – Additional Clauses**

- 8.1 If the Council requires that your office, for the purposes of the Council, is your own home, then it will carry out a Risk Assessment to check the accommodation to ensure that Health and Safety regulations are met. The Council undertakes to meet the cost of ensuring that these conditions are met.
- 8.2 The Council will reimburse all expenses incurred by you in the discharge of the duties that are approved by the Council.
- 8.3 The cost of all stationery and consumables and computer consumables against vouchers/invoices submitted to the Council will be reimbursed.
- 8.4 The Council will reimburse all telephone/fax call expenses incurred on a private line against an itemised account.
- 8.5 In setting the salary above, the Council has taken into account the use of space, lighting, heating and electricity due to working from the private premises of the Clerk to the Council.
- 8.6 In setting the salary above, the Council has taken into account the use of a private computer belonging to the Clerk to the Council including all necessary computer software or upgrades required for the Clerk to the Council to fulfil the duties required by the Council.
- 8.7 The Council agrees to fully indemnify the Clerk to the Council for both Employers and Public Liability Insurance for working from their own premises or any additional premium required by the Clerk to the Council's own insurance.
- 8.8 You will make yourself available to members of the public during agreed hours at the Neville Hall, Waltham St Lawrence or alternatively at other accessible premises designated by the Council.

# WALTHAM ST LAWRENCE PARISH COUNCIL

## WALTHAM ST LAWRENCE PARISH COUNCIL -and- ALISON JONES CONTRACT OF EMPLOYMENT and JOB DESCRIPTION – CLERK to the COUNCIL



### **9 Appraisal**

- 9.1 You will 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.

### **10 Hours of Work**

- 10.1 Your normal hours of work are expected to average approximately 35 hours per month. This will be spread between attending monthly meetings and other ad-hoc meetings as required. The rest of the work set out in the job description is to be carried out at times convenient for the employee with the expectation that the employee will be available to attend Parish Council meetings and attend to correspondence within a reasonable period of time, subject to agreement with the Parish Council Chairman on times that he/she will be unavailable.
- 10.2 Under provisions set out in the Employment Rights Act 1996 and regulations made under it, all employees have a statutory right to ask their employer for a change to their contractual terms and conditions of employment to work flexibly provided they have worked for their employer for 26 weeks continuously at the date the application is made. An employee can only make one statutory request in any 12 month period. 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.

### **11 Additional Hours**

- 11.1 If you are required to work more than your normal working hours servicing the Council and its committees or external events, you may take time off in lieu at a time agreed between you and the Council.
- 11.2 Exceptional additional hours required to be worked must be approved by the Council.

### **12 Annual Leave**

- 12.1 You are entitled to 8 public holidays and 20 days annual leave in each holiday year pro-rated according to the number of hours worked in each week and per completed month's employment in each year. Your public holiday entitlement is based on a 35 hour working month and is 45.25 hours per year.

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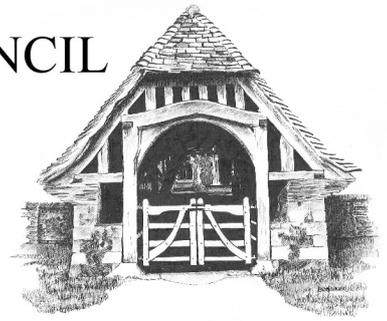
- 12.2 The public holidays are New Year's Day, Good Friday, Easter Monday, May Day, Spring Bank Holiday, Late Summer Bank Holiday, Christmas Day and Boxing Day. Where part-time employees normally work on a day when the office is closed due to public holidays, part-time employees must use their holiday allowance to cover such absences. Part-time employees must allocate a sufficient amount of their holiday entitlement to cover the number of public holidays that fall on their normal working day.
- 12.3 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.
- 12.4 If your employment commenced or terminates part way through the leave year, your holidays during that year will be assessed on a pro rata basis. Deductions from final salary due to you on termination of employment will be made in respect of any leave taken in excess of entitlement.
- 12.5 Holidays must be taken at times agreed with the Council. By mutual agreement no more than five days leave (pro rata for part time employees) may be carried forward to the next leave year.
- 12.6 In the event that you fall sick during the period of your annual leave you will be regarded as being on sick leave from the date of your self or medical certificate and further annual leave will be suspended from that date.

### **13 Sickness Absence**

- 13.1 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.
- 13.2 In respect of absence lasting up to seven calendar days, you are required to inform the Chair/ Vice-Chair or your line manager and self-certificate your absence.
- 13.3 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.
- 13.4 You will be paid your agreed basic remuneration for the first six weeks of sickness absence during a year that runs from 1 April to 31st March or for a period of continuous sickness absence. Thereafter you will be entitled to Statutory Sick Pay. 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.
- 13.5 The Council operates the Statutory Sick Pay scheme and you are required to cooperate 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.

# WALTHAM ST LAWRENCE PARISH COUNCIL

## WALTHAM ST LAWRENCE PARISH COUNCIL -and- ALISON JONES CONTRACT OF EMPLOYMENT and JOB DESCRIPTION – CLERK to the COUNCIL



- 13.6 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.
- 13.7 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.

### **14 Maternity/Paternity/Adoption Leave**

- 14.1 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.

### **15 Injury or Assault**

- 15.1 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 Terms and Conditions.

### **16 Pensions**

- 16.1 The Council will comply with its obligations to make pension contributions and/or to provide a suitable pension scheme to make contributions into, as required by law.

### **17 Notice of Termination of Employment**

#### During probationary period

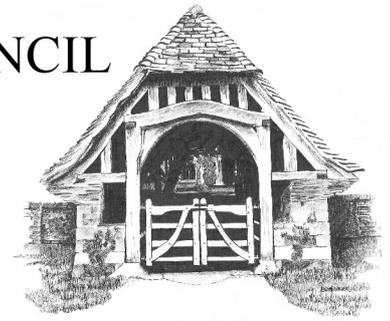
- 17.1 Either party may terminate the contract of employment by giving 1 months notice in writing.

#### After completion of probationary period

- 17.2 The length of notice which you are obliged to give to the Council to terminate your employment is three months in writing.
- 17.3 The length of notice which you are entitled to receive from the Council to terminate your employment is three months in writing.
- 17.4 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.

# WALTHAM ST LAWRENCE PARISH COUNCIL

## WALTHAM ST LAWRENCE PARISH COUNCIL -and- ALISON JONES CONTRACT OF EMPLOYMENT and JOB DESCRIPTION – CLERK to the COUNCIL



### 18 Grievance and Discipline – Dispute Resolution

#### Conciliation and Mediation

- 18.1 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.

#### Redress of Grievance

- 18.2 You must apply in writing to the Chair of the Council for redress of any grievance relating to your employment and/or any disciplinary decision applied to you. The Chair shall report your application to a Grievance Panel meeting of the Council, held in the absence of the public and the press. You will have an opportunity to set out your grievance. The grievance will then be considered and a decision reached by the Panel.
- 18.3 Should you be dissatisfied with the Panel's decision you have the right to make an appeal to the Appeals Panel of the Council.
- 18.4 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.

#### Disciplinary Rules

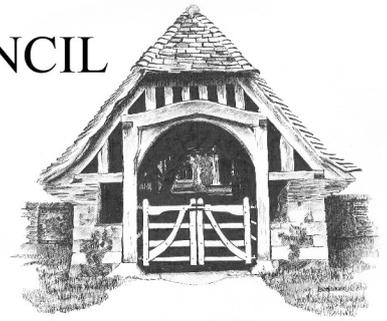
- 18.5 Before any disciplinary action is taken by the Council, a notice in writing giving details of the matter, either signed by the Chair and authorised by the Council, or your line manager in accordance with their delegated responsibilities, shall be given to you. You (together with an adviser if you wish) will have a full opportunity to answer the complaint at a meeting of the Council's Disciplinary Panel held in the absence of the public and the press. Should you be dissatisfied with the Panel's decision you have the right to make an appeal to the Appeals Panel of the Council.
- 18.6 A copy of the Discipline and Grievance Policy and all other policies of the Council are contained in the documentation given to you.

### 19 Health and Safety Regulations, Other Legislation & Council Policies

- 19.1 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.

# WALTHAM ST LAWRENCE PARISH COUNCIL

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### 20 Training and Development

20.1 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.

### 21 Indemnity

21.1 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:-.....

**Chair of the Council**

Signed:-.....

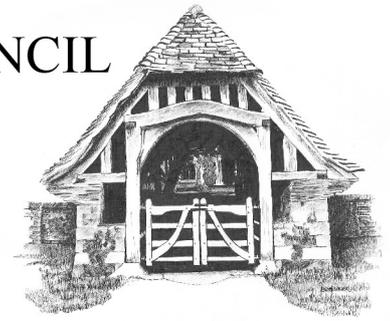
Dated:.....

**Clerk to the Council**

The Parish Clerk shall be bound by the Code of  
Conduct in force at the time

# WALTHAM ST LAWRENCE PARISH COUNCIL

## WALTHAM ST LAWRENCE PARISH COUNCIL -and- ALISON JONES CONTRACT OF EMPLOYMENT and JOB DESCRIPTION – CLERK to the COUNCIL



### JOB DESCRIPTION – CLERK TO THE WALTHAM ST LAWRENCE PARISH COUNCIL

#### Overall Responsibilities

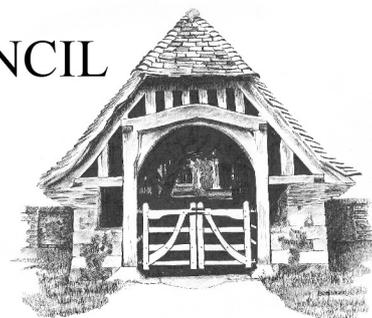
The Clerk to the Council will be the Proper Officer of the Council and as such is under a statutory duty to carry out all the functions, and in particular to serve or issue all the notifications required by law of a local authority's Proper Officer. The Clerk will be totally responsible for ensuring 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.

#### Specific Responsibilities

1. To ensure that statutory and other provisions governing or affecting the running of the Council are observed.
2. To monitor the work of the Responsible Financial Officer.
3. To ensure that the Council's obligations for Risk Assessment are properly met.
4. To prepare, in consultation with appropriate members, agendas for meetings of the Council and Committees. To attend such meetings and prepare minutes for approval, other than where such duties have been delegated to another Officer or otherwise agreed with the Chair.
5. To attend all meetings of the Council and all meetings of its committees and sub-committees, other than where such duties have been delegated to another Officer or otherwise agreed with the Chair.
6. To receive correspondence and documents on behalf of the Council and to deal with the correspondence or documents or bring such items to the attention of the Council. To issue correspondence as a result of instructions of, or the known policy of the Council.
7. To receive and report on invoices for goods and services to be paid for by the Council and to ensure such accounts are met. To issue invoices on behalf of the Council for goods and services and to ensure payment is received.
8. To organise and coordinate tenders for services as required and to liaise with suppliers of goods and services including, but not limited to, the arrangement of the insurance cover for the Parish Council.
9. To ensure that the Council retains copies of all necessary documentation. Where copies are held electronically, a back up copy of the data should be retained at a separate address.
10. To study reports and other data on activities of the Council and on matters bearing on those activities. Where appropriate, to discuss such matters with administrators and specialists in particular fields and to produce reports for circulation and discussion by the Council.

# WALTHAM ST LAWRENCE PARISH COUNCIL

## WALTHAM ST LAWRENCE PARISH COUNCIL -and- ALISON JONES CONTRACT OF EMPLOYMENT and JOB DESCRIPTION – CLERK to the COUNCIL



11. To draw up both on his/her own initiative, and as a result of suggestions by Councillors, proposals for consideration by the Council and to advise on practicability and likely effects of specific courses of action.
12. To monitor the implemented policies of the Council to ensure they are achieving the desired result and where appropriate suggest modifications.
13. To act as the representative of the Council as required.
14. To issue notices and prepare agendas and minutes for the Parish Meeting: to attend the assemblies of the Parish Meeting and to implement the decisions made at the assemblies that are agreed by the Council.
15. To ensure that notice boards in the village and the Parish Council website are updated monthly and compliant with current legislative requirements, together with any other relevant items of interest as agreed from time to time.
16. To prepare, in consultation with the Chair, press releases about the activities of, or decisions of, the Council.
17. To attend training courses or seminars on the work and role of the Clerk as required by the Council.
18. To work towards the achievement of ILCA - Introduction to Local Council Administration - The Essential Knowledge as a minimum requirement for effectiveness in the position of Clerk to the Council.
19. To continue to acquire the necessary professional knowledge required for the efficient management of the affairs of the Council: Suggested is membership of your professional body The Society of Local Council Clerks.
20. To attend the Conference of the National Association of Local Councils, Society of Local Council Clerks, and other relevant bodies, as a representative of the Council as required.