

WALTHAM ST LAWRENCE PARISH COUNCIL
-and-
SERENA BOWE
CONTRACT OF EMPLOYMENT and JOB DESCRIPTION –
RESPONSIBLE FINANCIAL OFFICER 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 October 2016.
- 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 13 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 Responsible Financial Officer to the Council (“RFO”). 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 RFO to the Council.

5 Place of Work

- 5.1 Your usual place of work is: North Hatley, Halls Lane, Waltham St Lawrence, Berkshire, RG10 0JB.

6 Salary

- 6.1 Your current salary is £650 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 quarterly intervals (Sept, Dec , Mar, June) to reach your bank or Building Society as cleared funds by the last working day of the month in which paid

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 RFO 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 RFO to the Council including all necessary computer software or upgrades required for the RFO to the Council to fulfil the duties required by the Council.
- 8.7 The Council agrees to fully indemnify the RFO to the Council for both Employers and Public Liability Insurance for working from their own premises or any additional premium required by the RFO to the Council's own insurance.
- 8.8 You will make yourself available to members of the public if required during agreed hours at the Neville Hall, Waltham St Lawrence or alternatively at other accessible premises designated by 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 2 hours per month. This will include attending 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 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 2 hours working month and is 2.6 hours per year.
- 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 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.
- 12.4 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.
- 12.5 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.

- 12.6 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.
- 12.7 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.
- 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.

Injury or Assault

- 14.2 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.

15 Pensions

- 15.1 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.

16 Notice of Termination of Employment

During probationary period

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

After completion of probationary period

- 16.2 The length of notice which you are obliged to give to the Council to terminate your employment is two months in writing.
- 16.3 The length of notice which you are entitled to receive from the Council to terminate your employment is two months in writing.
- 16.4 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.

17 Grievance and Discipline – Dispute Resolution

Conciliation and Mediation

- 17.1 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

- 17.2 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.

- 17.3 Should you be dissatisfied with the Panel’s decision you have the right to make an appeal to the Appeals Panel of the Council.
- 17.4 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

- 17.5 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.
- 17.6 A copy of the Discipline and Grievance Policy and all other policies of the Council are contained in the documentation given to you.

18 Health and Safety Regulations, Other Legislation & Council Policies

- 18.1 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.

19 Training and Development

- 19.1 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.

20 Indemnity

- 20.1 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:.....

Responsible Financial Officer to the Council

The Responsible Financial Officer shall be bound by the Code of Conduct in force at the time

JOB DESCRIPTION – RESPONSIBLE FINANCIAL OFFICER TO THE WALTHAM ST LAWRENCE PARISH COUNCIL

Overall Responsibilities

The Responsible Financial Officer to the Council (“RFO”) is a statutory position within a Parish Council and is charged with the proper administration of its financial affairs. The RFO reports to the Chairman of the Parish Council.

Specific Responsibilities

1. To ensure that statutory and other provisions governing or affecting the financial affairs of the Council are observed
2. To work closely alongside the Clerk to the Council and provide the Clerk with such reports and information as reasonably requested
3. Maintain the cash book and accounting records including VAT returns
4. Provide reports and financial support to the Council
5. Manage the annual budget process
6. Manage the annual return and audit
7. Monitoring adherence to the Council’s financial regulations
8. Deal with the payment of salaries and compliance with pensions regulator
9. When requested, to attend meetings of the Council
10. To attend training courses or seminars on the work and role of the RFO as required by the Council