



# Gwernymynydd Community Council Cyngor Cymdeithasol Gwernymynydd

## GWERNYMYNYDD COMMUNITY COUNCIL

### 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 Gwernymynydd Community Council, which are required to be given to you by law.

Your employment commenced on 1<sup>st</sup> November 1990

- 1.2 The Scheme of Conditions of Service of the National Joint Council for Local Government Services applies to your employment 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 Gwernymynydd Community Council under the provisions of the LGA 1972 s. 112 (1). The duties of the post are set out in the job description attached to this contract.

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 additional 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: 2, Church Close, Northop Hall, Nr. Mold, Flintshire, CH7 6HY for the Service & Receipt of letters and documents

#### 6 Salary

- 6.1 Your salary is in accordance with the current **NJC salary points SCP 15 to 27** and (*if part-time*) is calculated by pro-rata reference to the standard working week for local government staff of 37 hours.

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- 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 will be payable on 1st April (year) 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. (See Appraisal/Career Development Review 11 below).

OR

You have been appointed to a single salary point and the Council will review your salary annually on the anniversary of your appointment.

7. In addition, one additional salary point will be added to your salary, up to a maximum of four points, for appropriate experience in Local Government Administration over at least 5 years, 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

8. 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.

**9. Expenses**

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

**Delete whatever does not apply:**

**10. Clerks Working From Home – Additional Clauses**

10.1.1 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, e.g. that there is appropriate fireproof storage for documents. The Council undertakes to meet the cost of ensuring that these conditions are met.

10.1.2 The Council will reimburse all expenses incurred by you in the discharge of the duties of the Office of The Clerk to the Council that are approved by the Council.

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

10.2.1 The Council will provide a separate telephone/fax line or reimburse all telephone/fax call expenses incurred on a private line against an itemised account.

10.2.2 The Council will pay an agreed sum to take into account the use of space, lighting, heating and electricity due to working from the private premises of the Clerk to the Council.

10.2.3 The Council will provide a dedicated computer or pay an agreed sum on a quarterly basis to include depreciation for the use of a private computer belonging the Clerk to the Council.

10.2.4 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.

10.3 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.

10.4 You will make yourself available to members of the public during agreed hours at the designated address or alternatively at other accessible premises designated by the council.

## **11. Appraisal**

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.

## **12. Hours of Work**

**12.1** Your hours of work are 10 hours per week.

**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 for example, 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.

## **13. Additional Hours**

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.

Additional hours worked over and above the normal full-time working week of 37 hours servicing the Council and its committees or external events, you will be reimbursed as (Paid Overtime at the normal rates– (NJC provisions allow for payment of overtime up to scp.28) at a time agreed between you and the Council.

Exceptional additional hours required to be worked must be approved by the Council.

## **14. Sickness Absence**

**14.1** 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.

**14.2** In respect of absence lasting up to seven calendar days, you are required to inform the Chairman or Vice-Chairman and self-certificate your absence.

**14.3** 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 certificate to cover any subsequent period of absence.

- 14.4** You will be paid your agreed basic remuneration in line with the scale of payment for any one sick pay year that runs from 1st April to 31st March. The Council will be responsible for reclaiming the Statutory Sick Pay element from the Inland Revenue.

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

- 14.5** 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.

- 14.6** The Council reserves the right to require you to be examined by an independent Medical Examiner of the Councils choosing in the event of prolonged illness in excess of three months

## **15 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 disability) you will be entitled to receive an allowance in accordance with the following scale:

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.

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

## **16 Maternity/Paternity/Adoption Leave**

- 16.1** Under the provisions of the Employment Act 2002 you will be entitled to apply for Maternity/Paternity/Adoption leave.

## **17 Injury or Assault**

In the event of injury or assault at work, or on Official Duty, leading to incapacity or death, insurance payments will be made to the nominated next-of-kin.

## **18.1 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 separately.

Or

## **18.2 Gratuity**

An amount equal to 3.75% of salary will be deposited monthly in a secure fund from the commencement date following your appointment. This accumulated fund will be paid in total on termination of employment subject to the completion of five (5) continuous years of satisfactory service prior to the termination date, or upon your death to the nominated next-of-kin.

By mutual negotiation the Council may continue this arrangement placing the same percentage into the fund should you continue in employment with the Council beyond the five years to be drawn in total by agreement between the Clerk to the Council at any time after the five years.

## **18.3 Death in Service**

In the event of your death in service any salary, pension or gratuities due to you will be paid to your nominated next-of-kin.

## **19. Notice of Termination of Employment**

**19.1** The length of notice which you are obliged to give to the Council to terminate your employment is one month during the first four years of your employment and thereafter the notice you will expected to give will be that to which is required by law.

**19.1.1** The length of notice which you are entitled to receive from the Council to terminate your employment is four weeks until you have been continuously employed for four years and thereafter 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.

Upon or within one month of termination of your employment you are required to surrender to the Council any documents or materials that you have been holding on behalf of the Council.

## **20. Grievance and Discipline – Dispute Resolution**

## **20.1 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 medication 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.

## **20.2 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 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.

Should you be dissatisfied with the Panel'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.

## **20.3 Disciplinary Rules**

Before any disciplinary action is taken by the Council, a notice in writing giving details of the matter, 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.

## **21. Health and Safety Regulations, Other Legislation & Council Policies**

**21.1** 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.

## **22. 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.

**23. Indemnity**

**23.1** 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:-.....**  
**Chairman of the Council**

**Signed:-.....Dated:.....**  
**Clerk to the Council**



## **JOB SPECIFICATION**

The Clerk to the Council shall:

- Attend all formal meetings of the Council *and of any Community Meeting* for the Gwernymynydd Community Council and prepare the Minutes thereof: with the exception of those meetings agreed in the Clerks job description;
- Dispatch promptly all notices, letters and other documents as the business of the Council shall require;
- Attend all such meetings and conferences as may be necessary for the proper discharge of the duties of the clerk or as the Council shall reasonably require;
- Keep safely and conveniently in secure but accessible custody all deeds, plans, records, letters, writings and other documents of or concerning the Council or its staff.

*INSERT HERE ANY OTHER SPECIFIC DUTIES*

If any statute, regulation or order confers any functions, or imposes any duties, upon a Proper Officer of the Council, the Clerk to the Council shall be the Proper Officer for these purposes.