

TRUNCH PARISH COUNCIL

CONTRACT OF EMPLOYMENT

THIS Agreement is made on the 1st November between the Parish Council of Trunch in the County of Norfolk (hereinafter referred to as the Council) and Jane Wisson of 61, Hillside, Cromer, North Norfolk. NR27 0HY (herein after referred to as the Clerk)

WHEREAS the Council at a meeting duly convened and held on 7th October 2020 resolved that the Clerk be appointed to the office of Clerk to the Council upon the terms and conditions hereinafter set out:

NOW IT IS HEREBY AGREED AS FOLLOWS:

(1) APPOINTMENT

The Council hereby appoints the Clerk to be Clerk to the Council and the Clerk hereby agrees to serve the Council in the said clerkship on the terms hereinafter set out from 1st November 2020 until the termination of this Agreement in the manner hereinafter set out.

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.

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 insurances 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.

Your usual place of work is 61, Hillside, Cromer, North Norfolk. NR27 0HY for the service and receipt of letters and documents.

(2) SALARY

(a) The commencing salary will be £4272 per annum (NJC SCP 13) based on 7hrs per week and shall be paid by twelve equal monthly instalments. Subject to satisfactory service, you will progress through the salary scale by annual increments until you reach the maximum of the scale. Your first increment will be payable on 1st November 2020 and thereafter on the 1st November each year until you reach the maximum of the scale.

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 (CiLCA) and other relevant qualifications such as:

Certificate in Local Policy Studies First Year

Certificate in Local Policy Studies

Diploma in Local Policy Studies

BA(Hons) Degree Local Policy Studies

Your salary will be paid by cheque at monthly intervals to reach your bank or Building Society as cleared funds by the last working day of the month.

(3) EXPENSES

Any travel, mileage or 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.

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.

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

The Council will reimburse all telephone call expenses incurred on Council business on private land and mobile telephones against itemised invoices/accounts.

The Offices of the Council shall be deemed to be situated at the private dwelling house of the Clerk who shall make necessary provision for the carrying out the duties of the Clerk therein. A payment of £312 per annum shall be paid for the use of appropriate accommodation at the Clerk's house as an office.

The Council will provide a dedicated laptop computer with a printer/scanner and pay for all necessary computer software and upgrades required to fulfil the duties of the Clerk and Responsible Financial Officer as required by the Council.

(4) APPRAISAL

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

(5) HOURS OF WORK

Your hours of work are 7 hours per week (30.3 per month). If you are required to work more than your normal working hours servicing the Council and its committees and/or external events, you will be reimbursed at your current NJC hourly scale rate for these hours.

(6) ANNUAL LEAVE

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 (pro rata for part time) leave in each leave year. The leave year runs from the 1st April to 31st March.

Your leave entitlement will increase to 29 days per year (pro rata for part time) when you have completed not less than five years of continuous service immediately prior to the commencement of the leave year.

If your employment commences 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.

Holidays must be taken at times agreed by the Council. By mutual agreement no more than five days (pro rata part time) may be carried forward to the next leave year.

In the event of the Clerk falling sick during the period of her annual leave, she will be regarded as being on sick leave from the date of her medical certificate and further annual leave will be suspended from that date.

(7) SICKNESS ABSENCE

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.

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.

In respect of absence relating to illness lasting more than seven calendar days you must provide a medical certificate stating the reasons for your absence and thereafter provide a consecutive certificate to cover any subsequent period of absence.

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

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

The Council reserves the right to require you to be examined by an independent Medical Examiner of the Council's choosing in the event of prolonged illness in excess of three months.

Subject to the above conditions of the 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 months full pay and (after completing 4 months service)
2 months half pay

During 2nd year of service – two months full pay and two months half pay

During 3rd year of service – four months full pay and four months half pay

During 4th and 5th years of service – five months full pay and five months half pay

After 5 years service – six months full pay and six months half pay

(8) DUTIES

The Clerk shall duly and faithfully carry out all lawful orders and instructions of the Council and shall perform all the duties of and attached to the office of Clerk and Responsible Financial Officer as per the Job Description and shall take all reasonable steps to protect and promote the interests of the Council and without prejudice to the generality of the foregoing shall especially:-

- (a) Attend all duly convened Ordinary, Committee and Sub-Committee meetings of the Council and the Annual Meeting and keep Minutes thereof.
- (b) Dispatch promptly all such notices, letters and other documents as the due transaction of the business of the Council shall require.
- (c) 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, provided that in any case where such attendance would involve an absence from other employment the Clerk shall not be required to attend against the wishes of the other employer.
- (d) 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 which shall come into the Clerk's possession.
- (e) The Clerk shall be the Proper Officer of the Council and if any statute, regulation or order confers any functions, or imposes any duties upon the Proper Officer, the Proper Officer shall carry out those functions and duties.

(9) TRAINING

It is essential that the Clerk maintains up to date knowledge of the Council and their function and duties. To this end the Council will expect and support the Clerk's necessary and agreed training and development and meet all course and examination expenses, 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 approved.

(10) INSURANCE

(a) The Council shall enter into a Policy for the purpose of securing the Council against loss in accordance with the requirements of legislation for the time being in force.

(b) The Council shall enter into a Policy that shall be chosen by the Council to cover the Clerk against accidental personal injury (and personal injury caused by assault) arising from and in the course of the Clerk's duties.

(10) INDEMNITY

The Council hereby indemnifies the Clerk against all claims which may be made against the Clerk at any time in respect of any act of omission by the Clerk during the currency of this Contract if either (a) the Council expressly directed the act or omission, or (b) the Clerk's act or omission was reasonably intended for the protection of the furtherance of the interests of the Council

(11) GRIEVANCE and DISCIPLINE

(a) Conciliation and Mediation

Before resorting to formal procedures by the Clerk or by 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.

(b) Redress of Grievance

The Clerk must apply in writing to the Chairman for the time being of the Council for redress of any grievance relating to their employment and/or any disciplinary decision applied to the Clerk. If the Clerk is dissatisfied with any disciplinary decision relating to the Clerk, the Chairman shall report any such application to a duly convened meeting of the Council and the matter shall thereupon be discussed and resolved by the Council after giving the Clerk an opportunity, if she wishes to explain either personally or by a representative the said application orally to the meeting. The Council shall consider any such application in the absence of the public and press. If then, the Clerk remains dissatisfied with the Council's decision the Clerk has a right to make an appeal in writing to the National Association of Local Councils and the Society of Local Council Clerks. Their joint decision shall be binding upon the parties hereto.

(12) TERMINATION

(a) This agreement may be terminated at any time by three calendar months notice thereof in writing given by the Clerk to the Chairman of the Council or given members of the Council to the Clerk pursuant to a resolution of the Council.

(b) Upon the termination of this agreement (whether on the death of the Clerk or otherwise) the Clerk or the Clerk's personal representative shall forthwith deliver to the Council or to such person as it may direct all monies, drafts, securities and chattels belonging to the Council or to which it is entitled together with all deeds, plans, records, letters and other documents belonging to or concerning the business of the Council or which have come into the possession or custody of the Clerk or the said personal representatives on behalf of the Council.

Signature of the Chairman of the Council.....
Brian Boughton - Chairman

Signature of the Clerk.....
Jane Wisson – Clerk and Responsible Financial Officer

Date: 27th October 2020.....