

# Middleton-in-Teesdale & Newbiggin Parish Council

## **CONTRACT OF EMPLOYMENT** **Clerk & Responsible Finance Officer** **Judith Mashiter**

This contract of employment (“the contract”) contains the main terms and conditions of your employment with Middleton-in-Teesdale & Newbiggin Parish Council (“the Council”). It includes all the written particulars required by the Employment Rights Act 1996.

**THE EMPLOYER::** Middleton-in-Teesdale & Newbiggin Parish Council

**THE EMPLOYEE:** Judith Mashiter

**DATE OF ISSUE:** 1 February 2017

# Middleton-in-Teesdale & Newbiggin Parish Council

## **1. COMMENCEMENT DATE**

- 1.1 Your employment with Middleton-in-Teesdale & Newbiggin Parish Council began on 1 February 2017 (“the commencement date”).

## **2. CONTINUOUS SERVICE**

- 2.1 Subject to 2.2 below, no period of employment before the commencement date counts as part of your period of continuous service.
- 2.2 For the purposes of entitlements to annual leave, sick pay arrangements, and maternity arrangements, continuous service includes continuous previous service with any public authority to which the Redundancy Payments (Continuity of Employment in Local Government etc.) (Modification) Order 1999 applies.

## **3. CONDITIONS OF SERVICE**

- 3.1 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 this contract.

## **4. PROBATION**

- 4.1 Your appointment is subject to satisfactory completion of a probationary period of 6 months.

## **5. JOB TITLE**

- 5.1 The title of the job for which you are employed is Clerk & Responsible Finance Officer to Middleton-in-Teesdale & Newbiggin Parish Council under the provisions of the LGA 1972 s. 112 (1).

## **6. DUTIES**

- 6.1 You are expected to perform all duties which may be required of you as set out in the attached job description.
- 6.2 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, **appropriate to NJC Scale to the post**, as necessary to meet the requirements of the Council.

# Middleton-in-Teesdale & Newbiggin Parish Council

## **7. DECLARATION OF OTHER EMPLOYMENT**

- 7.1 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 & Responsible Finance Officer to the Council.

## **8. PLACE OF WORK**

- 8.1 Your usual place of work will be your home address though you will be required to travel (without pay) to meetings at Middleton-in-Teesdale Village Hall.

## **9. SALARY**

- 9.1 Your salary is in accordance with the current **NJC Scale LCI salary point 18** and is calculated at the hourly rate for that point.
- 9.2 Subject to satisfactory performance, you will progress automatically through the salary scale by annual increments until you reach the **maximum of the scale point 22**. Your first increment will be payable on **1<sup>st</sup> April 2018** and thereafter on the **1<sup>st</sup> 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
- 9.3 One salary point will be added to your salary for success in obtaining or already holding the following relevant qualifications:
- The Certificate in Local Council Administration (CiLCA)
- 9.4 Your salary will be paid to you by cheque at monthly intervals.

## **10. EXPENSES**

- 10.1 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. This will relate to travel for meetings, seminars etc.
- 10.2 Expenses include any of the following:
- 10.2.1 Purchase or use of office equipment
  - 10.2.2 Purchase of office consumables
  - 10.2.3 Connection, rental or use of telephone line and Internet/broad band

# Middleton-in-Teesdale & Newbiggin Parish Council

## **11. CLERKS WORKING FROM HOME – ADDITIONAL CLAUSES**

- 11.1 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.
- 11.2. 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.
- 11.3 The cost of all stationary and consumables and computer consumables against vouchers/invoices submitted to the Council will be reimbursed.
- 11.4 The Council will provide a dedicated computer or pay an agreed sum on a quarterly basis for the use of a private computer belonging to the Clerk to the Council.
- 11.5 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.
- 11.6 The Council agreed to fully indemnify the Clerk to the Council for both Employers and Public Liability Insurance for working for their own premises or any additional premium required by the Clerk to the Council's own insurance.

## **12. APPRAISAL**

- 12.1 You will receive an annual appraisal. 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 standard of performance are reached in a reasonable agreed time frame.

# Middleton-in-Teesdale & Newbiggin Parish Council

## **13. HOURS OF WORK**

- 13.1 You are required to work appropriate hours to properly carry out your duties. It is expected that you will work on average no more than 8 hours per week.
- 13.2 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. Exceptional additional hours required to be worked must be approved by the Council.

## **14. ANNUAL LEAVE**

- 14.1 Subject to clause 2.2 of the contract, 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 21 working days' leave in each leave year (pro rata for part time employees).
- 14.2 In addition to normal bank and public holidays, you will be entitled to two extra statutory days.
- 14.3 Your leave entitlement will increase to 25 working days per year (pro rata for part time employees) when you have five years' continuous service immediately prior to the commencement of the leave year.
- 14.4 If your employment commenced or terminates part way through the leave year, your leave entitlement will be calculated on a pro rata basis. Deductions from your final salary payment will be made for any leave taken in excess of your entitlement.
- 14.5 Annual leave must be taken at times agreed with the Council. You may carry forward up to 5 days' leave into the following leave year, subject to the approval of the Council.

## **15. SICKNESS ABSENCE**

- 15.1 If you are absent from work on account of sickness or injury, it is your responsibility to 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.
- 15.2 The Council shall have the right at any time to require you to submit to examination by an independent medical practitioner selected by the Council, to obtain a confidential report on your condition from such practitioner and to discuss with such practitioner the findings of his/her examination and his/her prognosis of your likely recovery and or fitness to resume work and any recommended treatment.

# Middleton-in-Teesdale & Newbiggin Parish Council

## **16. SICK PAY**

16.1 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 2 <sup>nd</sup> year of service         | • 2 months' full pay and 2 months' half pay  |
| during 3 <sup>rd</sup> year of service         | • 4 months' full pay and 4 months' half pay  |
| during 4 <sup>th</sup> & 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  |

## **17. MATERNITY /PATERNITY /ADOPTION LEAVE**

17.1 Your entitlement to maternity/paternity/adoption leave is as set out in the relevant legislation.

## **18. INJURY OR ASSAULT**

18.1 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.

## **19. NOTICE OF TERMINATION OF EMPLOYMENT**

### **During probationary period**

20.1 Either party may terminate the contract by giving one week's notice in writing.

### **After completion of probationary period**

20.2 The length of notice which you are obliged to give to the Council to terminate your employment is three months notice in writing.

20.3 The length of notice which you are entitled to receive from the Council to terminate your employment is four weeks in writing until you have been continuously employed for four years and thereafter such notice entitlement increases by one week for each year of continuous service until you have

# Middleton-in-Teesdale & Newbiggin Parish Council

completed twelve years of continuous employment after which time you will be entitled to twelve weeks' notice.

- 20.4 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. DISPUTE RESOLUTION**

- 21.1 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.

- 21.2 If you have a grievance arising from your employment, you should raise it with the Chairman of the Council. If you are dissatisfied with any disciplinary decision made against you, you should raise it with the Chairman of the Council.

## **21. HEALTH AND SAFETY**

- 22.1 You have a duty to ensure the health and safety of yourself and others. You must also co-operate with the Council so that it can comply with its health and safety obligations.

## **22. TRAINING AND DEVELOPMENT**

- 25.1 The Council shall be responsible for the costs associated with any training and development that it considers necessary. This may include the cost of training and development courses or examinations, and payment of mileage expenses and other expenses. Where the Council considers it necessary, it shall give you reasonable paid time off for study.

## **23. INDEMNITY**

- 26.1 The Council undertakes to indemnify you against any actions of commission or omission that are authorised by the Council.

# Middleton-in-Teesdale & Newbiggin Parish Council

**Signed:** ..... **Dated:** .....

**Name:** ..... Adam Hearn (Chairman) .....

**Signed for and on behalf of Middleton-in-Teesdale & Newbiggin Parish Council**

**Signed:** ..... **Dated:** .....