

South Hinksey Parish Council

Contract and Statement of Particulars of Employment for Geoffrey Ferres, Parish Clerk

1. Introduction

- 1.1 This Statement sets out particulars of your employment with South Hinksey Parish Council as at 30th September 2019 which are required to be given to you under the Employment Protection (Consolidation) Act 1978 as amended.
- 1.2 Your employment commenced on 7th September 2015.
- 1.3 The scheme of conditions of service of the National Joint Council for Local Government Services (the “Green Book”) covers your employment.

2. Previous Service

No employment with any other employer shall count as part of the employee’s continuous period of employment with the Council, save where the previous employer was a public authority to which the Redundancy Payments Modification Order (Local Government) Act 1983 (as amended) applies.

3. Job title

- 3.1. The title of the job which you are employed to do is **Parish Clerk and Responsible Financial Officer**.
- 3.2. The duties which this job entails are set out in the job description attached to this statement.
- 3.3. The job description may from time to time be amended by the Council and in addition to the duties set out in it you may (at any time or from time to time) be required to undertake additional or other duties as necessary to meet the requirements of the Council.

4. Official Conduct

You will maintain conduct of the highest standard such that public confidence in your integrity is sustained.

5. Places of Work

Your usual place of work is 20a Harley Road, Oxford, but you may be required to work in or at any land owned by the Council and visit other places to attend meetings.

6. Remuneration

Your remuneration is in accordance with spinal column point 17 of the local government pay scales, will be paid monthly in arrears from October 2019 and is reviewed annually before the budget for the following financial year is set in January.

7. Hours of Work

- 7.1. You are required to work 20 hours per calendar month including evening meetings as necessary.
- 7.2. From 1st April 2017 you are required to work an additional 15 hours per calendar month but the requirement to work these additional hours is temporary and will next be reviewed in November 2019.

8. Holidays

- 8.1. You are entitled, in addition to the normal Public Holidays, to one extra statutory day at Christmas and an annual leave entitlement of 23 days pro rata.
- 8.2. Your leave year runs from 1st April to 31st March and you will be paid your normal basic remuneration during such holidays.
- 8.3. If your employment commences or terminates part way through the holiday year, your entitlement to holidays during that year will be assessed on a pro-rata basis.
- 8.4. Deductions from and additions to final salary due to you on termination of employment will be made on a pro-rata basis in respect of any holidays taken in excess of entitlement.
- 8.5. Holidays must be taken at times convenient to the Council.
- 8.6. Other particulars relating to holiday leave are set out in the scheme of Conditions of Service.

9. Sickness Absence

- 9.1 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.
- 9.2 In respect of absence lasting five or fewer calendar days, you need not produce a medical certificate unless you are specifically asked to do so. You must however complete the Council's self-certification form immediately you return to work after such absence.
- 9.3 In respect of absence lasting more than five calendar days, you must on the sixth working day of absence provide a medical certificate stating the reason for absence and thereafter provide a like certificate each week to cover any subsequent period of absence.
- 9.4 You will be paid your normal basic remuneration less the amount of any statutory sick pay or social security sickness benefit to which you may be entitled, as follows:

During First Year of Service	One month's full pay and after completing four months of service, two months' half-pay
During Second Year of Service	Two months' full pay and two months' half-pay.
During Third Year of Service	Four months' full pay and four months' half-pay
During Fourth and Fifth Year of Service	Five months' full pay and five months' half pay
After Five Years of Service	Six months' full pay and six months' half pay

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

10. Expenses

- 10.1. You will be paid a home working allowance of £10 per calendar month.
- 10.2. The Council authorises you to use a private car on official business and you will receive the appropriate mileage rates.
- 10.3. The Council authorises you to use a bicycle on official business and you will receive the appropriate mileage rates.

11. Pension

- 11.1. In accordance with the Pensions Act 2008, at your discretion you may opt-in to the National Employment Savings Trust pension scheme.
- 11.2. In the event you do so, no employer's contribution will be payable by the Council.

12. Notice of Termination of Employment.

- 12.1. The length of notice which you are obliged to give the Council to terminate your employment is one month after the three months' probationary period.
- 12.2. The length of notice which you are entitled to receive from the Council to terminate your employment is one month.
- 12.3. Requirement of notice on either part prior to the completion of the three months' probationary period is one month.

13. Grievance and Discipline

13.1. Redress of Grievance

You may apply in writing to the Chairman for address of any grievance relating to your employment, or if you are dissatisfied with any disciplinary decision relating to yourself. The Chairman shall report any such application to a duly convened meeting of the Council and the matter shall there upon be discussed and resolved by the Council after giving you an opportunity, if you so wish, to explain either personally or by a representative present with you, your application orally to the meeting. The Council shall consider any such application in the absence of the public and the press.

If you are dissatisfied with the Council's decision and if any part of the matter brought before the Council under this clause concerns the interpretation of any of the clauses herein, that part of the dispute shall be referred in writing jointly to the National Association of Local Councils and the Society of Local Council Clerks and their joint decision shall be binding upon the parties hereto.

13.2. Disciplinary Rules

Before any disciplinary action of any kind 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 the employee, and the employee together with an advisor if this is so desired, shall be given a full opportunity to answer the complaint at the meeting of the Council held in the absence of the press and the public.

Chairman: _____ **Date:** _____
Michael Cochrane

Please acknowledge receipt of this amended statement by signing the two contracts enclosed and returning one to South Hinksey Parish Council and retaining the second for your records.

I, Geoffrey Ferres, acknowledge that I have received an amended Statement of the Particulars of my Employment as required by the Employment Protection (Consolidation) Act 1978, Section 1, and confirm my agreement that these constitute my Contract of Employment with the Council.

Clerk: _____ **Date:** _____
Geoffrey Ferres

Job Description

1. You will prepare agendas for Council meetings.
2. You will attend Council meetings and prepare minutes.
3. You will receive and deal with correspondence and documents on behalf of the Council.
4. You will manage the community woodland and other amenities including maintenance, risk assessments and health and safety.
5. You will manage the burial ground, including liaising with undertakers and the bereaved, and managing its maintenance.
6. You will ensure that the statutory provisions governing or affecting the running of the Council are observed.
7. You will advise the Council on planning applications.
8. You will study reports and consultations and provide advice to the Council.
9. You will act as a representative of the Council.
10. You will ensure the Council's accounting records are up to date and can provide the appropriate reports for audit, VAT and Annual Return purposes.
11. You will manage all payments to and from the Council, including payroll.
12. You will monitor all Council contracts, such as grass and hedge maintenance.
13. You will undertake training and be aware of new legislation.

Be aware this job description is not exhaustive and is subject to change.