



Seaford Town Council

Minutes of a Meeting of the Personnel Sub-Committee held at the Council Chambers, 37 Church Street, Seaford on Tuesday 29 July 2014 at 7.30pm.

Present:

Councillor M Brown (Chairman)

Councillors S Adeniji (Vice-Chairman), R E Allen, S Dunn, P Franklin (ex-officio) and A Latham.

Mr James Corrigan, Interim Town Clerk – Seaford Town Council

Miss Georgia Raeburn, PA to the Town Clerk – Seaford Town Council (minutes)

Two members of the public.

P1 Apologies

No apologies were submitted.

P2 Disclosure of Interests

There was no Disclosure of Interests as defined under the Seaford Town Council Code of Conduct or the Localism Act 2011, in relation to the agenda.

P3 Public Participation

There was no public participation.

P4 Appointment of New Town Clerk

Members considered report 74/14.

Terms and Conditions of Employment

P4.1 It was confirmed that the Sub-Committee would need to be careful not to make the contract less favourable than the national model due to the risk of affecting the Council's Quality Status.

P4.2 It was felt that the Council would come under Profile 4 of the job evaluation scheme document due to the Council's income and matching other criteria for the profile.

P4.3 The Council would likely struggle with a less experienced Clerk due to the above profile identification and also need to work with some inexperienced members of staff within the team.

P4.4 Members considered the Model Contract of Employment thoroughly and **AGREED** that it be amended as now attached at Appendix A.

P4.5 The Interim Town Clerk was asked to check with Elizabeth Skinner from the Society of Local Council Clerks, to ensure that by increasing the probationary period to a maximum of 26 weeks', the Council would not be seen to be making the contract less favourable than the national model.

(a break was taken from 8.45pm to 8.52pm)

APPOINTMENT PROCESS

P4.6 Members were given verbal details of the two quotes received from Chris Rolley Associates and the Sussex Association of Local Councils (SALC) as external agencies to facilitate the appointment process from advertising through to interviews and appointment.

- a) SALC – around £400.00 for distance/phone support throughout the process
- b) Chris Rolley Associates – around £3,000.00 for face-to-face support and management of the process, to include head hunting

P4.7 The methodology supplied by Chris Rolley Associates for the process incorporates; a preliminary debriefing meeting to discuss the process and necessary documentation, advertising, selection of applications received and evidence-based recommended shortlisting, arrangement of interviews, advice on interview questions and process, referencing of candidates and support with offer of employment.

P4.8 The Interim Town Clerk will negotiate with Chris Rolley Associates on price as some of the aspects of the methodology have already been completed.

P4.9 The Sub-Committee discussed a provisional timescale for the process:

Advertisement	1 st September
Closing Date	26 th September
Selection	w/c 29 th September
Interviews	w/c 13 th October
Approval of candidate by Full Council	23 rd October

P4.10 The aim will be to send the advert for the post to the Society of Local Council Clerk's, the local press, job centre, relevant magazines, the Association of Town Centre Managers, Linked In and SALC to name a few.

P4.11 The interviews would be conducted by a panel of the Personnel Sub-Committee and Chris Rolley.

P4.12 It was **AGREED** to appoint Chris Rolley Associates to facilitate this process on the Council's behalf.

(9.20pm - the Interim Town Clerk exited for the remainder of the meeting)

SALARY RANGE

P4.13 Members discussed the four Profiles included in SLCC's Job Evaluation Scheme.

P4.14 It was **AGREED** that the post of Clerk be advertised on scale LC4 (profile attached at Appendix B).

P4.15 The Sub-Committee did not feel equipped to agree a spinal column points range for the post and will seek the advice of Chris Rolley Associates for this.

JOB DESCRIPTION

P4.16 Members considered the Specimen Job Description thoroughly and **AGREED** that it be amended as now attached at Appendix C.

P4.17 The Sub-Committee asked that a request be made to the Interim Town Clerk to arrange for a draft Time Off In Lieu policy to be written and presented to Full Council for consideration.

The meeting closed at 10.18pm.

Cllr Mark Brown
Chairman

DRAFT



CONTRACT OF EMPLOYMENT

This contract of employment ("the contract") contains the main terms and conditions of your employment with Seaford Town Council ("the Council"). It includes all the written particulars required by the Employment Rights Act 1996.

THE EMPLOYER:: Seaford Town Council

THE EMPLOYEE: _____

DATE OF ISSUE: 2014



1. COMMENCEMENT DATE

- 1.1 Your employment with Seaford Town Council Council began on ??? (‘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 that will be a maximum of 26 weeks. A formal review will be held 12 weeks into the probationary period. Other interim reviews throughout the period may be held.

5. JOB TITLE

- 5.1 You are employed as Town Clerk for Seaford Town Council.

6. JOB 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. You may be required to undertake other duties to meet the requirements of the job.

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7. DECLARATION OF OTHER EMPLOYMENT

- 7.1 You shall not undertake other employment without the Council's written consent. Such consent shall not be unreasonably withheld.

8. PLACE OF WORK

- 8.1 Your usual place of work will be 37 Church Street, Seaford, East Sussex, BN25 1HG.

9. SALARY

- 9.1 Your salary is £???? per annum being the current salary point ???? within the ???? range in scale ???? as set out in the 2004 National Agreement on Salaries and Conditions of Service of Local Council Clerks in England and Wales.

- 9.2 Subject to satisfactory performance following your annual appraisal you will progress through the range ???? in salary scale ???? by annual increments until you reach the maximum salary in the range. Your first increment will be payable on 1st April 2016 and thereafter on the 1st April each year until you reach the maximum of the scale. Following an annual appraisal the Council may withhold an increment if it is considered that performance fell below the level expected 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, up to a maximum of four points, for success in obtaining or already holding any of the following relevant qualifications:

- The Certificate in Local Council Administration
- Certificate of Higher Education in Community Engagement and Governance - Level 1 or equivalent qualification previously awarded by the University of Gloucestershire
- the Certificate of Higher Education in Community Engagement and Governance or equivalent qualification previously awarded by the University of Gloucestershire
- the Diploma in Higher Education in Community Engagement and Governance or equivalent qualification previously awarded by the University of Gloucestershire
- BA (Hons) Degree in Community Engagement and Governance or equivalent qualification previously awarded by the University of Gloucestershire.

- 9.4 Your salary will be paid to you by bank transfer to your bank or Building Society by the 25th day of each month.



10. EXPENSES

- 10.1 The Council shall reimburse you at NJC rates in force at the time for mileage incurred in the performance of Council business ("mileage expenses") provided that mileage expenses have been approved by the Council.

11. APPRAISAL

- 11.1 You will receive an annual Appraisal, usually in February. 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 You are required to work 37 hours per week.

13. ADDITIONAL HOURS

- 13.1 If you work more than your normal working hours, then subject to the Council's approval, you may take time off in lieu in accordance with the Council's policy.

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 (the timing of the extra statutory days will be at Christmas).
- 14.3 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.
- 14.4 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.
- 14.5 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. Any leave entitlement owing to you upon termination will be



allocated to be used within your notice period where possible.

- 14.6 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.
- 14.7 In the event that you fall sick during your period of 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.

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 9.30am of the working day on which the absence first occurs.
- 15.2 In respect of absence lasting up to seven calendar days, you are required to inform the Mayor and self-certificate your absence.
- 15.3 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.
- 15.4 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.
- 15.5 While 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.

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 nd year of service | • 2 months' full pay and
2 months' half pay |
| during 3 rd year of service | • 4 months' full pay and
4 months' half pay |
| during 4 th & 5 th 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 |

16.2 You will be paid your agreed basic remuneration in line with the scale of payment for any one year that runs from 1st April to 31st March. Entitlement to payment of the above is subject to notification of absence and production of medical certificates as required by the Council's sickness policy.

16.3 For the purposes of calculating 'half pay', the rate of pay for the agreed salary month will be used.

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. PENSIONS

19.1 The Council is a member of the Local Government Pension Scheme, which operates a contributory pension scheme which you are entitled to join. There is in force a contracting out certificate for the purposes of the Pensions Scheme Act 1993 stating that the employment is contracted-out employment.

19.2 In the event of your death, any pension benefits will be paid to your nominated beneficiary, spouse or children in accordance with the provisions of the Local Government Pension Scheme.



20. NOTICE OF TERMINATION OF EMPLOYMENT

During probationary period

- 20.1 Either party may terminate the contract by giving one week's notice in writing.
- 20.2 Your probationary period will be a maximum of 26 weeks from the commencement date with a formal review held at 12 weeks.

After completion of probationary period

- 20.3 The length of notice which you are obliged to give to the Council to terminate your employment is three months in writing.
- 20.4 The length of notice which you are entitled to receive from the Council to terminate your employment is three months in writing.
- 20.5 Within one week of the termination of your employment you are required to surrender to the Council all Council property including computers and other electronic devices and any documents and other materials, including copies that you have been holding on behalf of the Council. You shall irretrievably delete from all your personal electronic devices all property of the Council and shall produce evidence of such as the Council may require.

21. DISPUTE RESOLUTION

- 21.1 You have been provided with a copy of the Council's grievance and disciplinary procedures.
- 21.2 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.
- 21.3 If you have a grievance arising from your employment, you should raise it with the Mayor in the first instance. If you are dissatisfied with any disciplinary decision made against you, you should raise it with Chairman of the Appeals Sub-Committee.



22. HEALTH AND SAFETY REGULATIONS, OTHER LEGISLATION & COUNCIL POLICIES

22.1 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.

23. TRAINING AND DEVELOPMENT

23.1 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 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 in accordance with the Council's expenses policy. Where the Council considers it necessary, it shall give you reasonable paid time off for study.

24. INDEMNITY

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

Signed: _____ Dated: _____

Name: _____

Signed for and on behalf of Seaford Town Council

Signed: _____ Dated: _____

Name: _____

Signed by Employee



SEAFORD TOWN COUNCIL

TOWN CLERK

JOB DESCRIPTION

Overall Responsibilities

The Town Clerk will be the Proper Officer of the Council and as such is under a statutory duty to carry out all the functions, and in particular to serve or issue all the notifications required by law of a local authority's Proper Officer.

The Clerk will be totally responsible for ensuring that the instructions of the Council in connection with its function as a Local Authority are carried out.

The Clerk is expected to advise the Council on, and assist in the formation of, overall policies to be followed in respect of the Authority's activities and in particular to produce all the information required for making effective decisions and to implement constructively all decisions.

The person appointed will be accountable to the Council for the effective management of all its resources and will report to them as and when required.

The Clerk will be the Responsible Financial Officer and responsible for all financial records of the Council and the careful administration of its finances.

Specific Responsibilities

1. To ensure that statutory and other provisions governing or affecting the running of the Council are observed.
2. To monitor and balance the Council's accounts and prepare records for audit purposes and VAT, and manage the work of a designated other officer.
3. To ensure that the Council's obligations for Risk Assessment are properly met.
4. To prepare, in consultation with appropriate members, agendas for meetings of the Council and Committees. To attend such meetings and ensure draft minutes are prepared for approval, other than where duties have been delegated to another Officer.
5. To attend all appropriate meetings of the Council and appropriate meetings of its committees and sub-committees. Other than where such duties have been delegated to another Officer.
6. To oversee the process for dealing with correspondence and documents on behalf of the Council and to deal with the correspondence or documents appropriately in accordance with Council policies and procedures.
7. To manage and report on invoices for goods and services received by the Council to be paid for by the Council and to ensure such accounts are met. To ensure invoices

are issued on behalf of the Council for goods and services provided by the Council and to ensure payment is received.

8. To study reports and other data on activities of the Council and on matters bearing on those activities. Where appropriate, to discuss such matters with administrators and specialists in particular fields and to produce reports for circulation and discussion by the Council.
9. To act on proposals submitted by Councillors for consideration by the Council and to advise on practicability and likely effects of specific courses of action.
10. To supervise relevant members of staff as their line manager in keeping with the policies of the Council and to undertake all necessary activities in connection with the management of salaries, conditions of employment and work of other staff. To ensure annual appraisals of all staff are undertaken at the appropriate time.
11. To oversee the implemented policies of the Council to ensure they are achieving the desired result and where appropriate suggest modifications.
12. To act as the representative of the Council as required.
13. To issue notices and prepare agendas and minutes for the Annual Town Forum: to attend the Town Forum and to implement the decisions made that are agreed by the Council.
14. To prepare, in accordance with the Council's Press and Media Policy, press releases about the activities of, or decisions of, the Council.
15. To attend training courses or seminars on the work and role of the Clerk as required by the Council and as part of your continuous professional development.
16. To continue to acquire the necessary professional knowledge required for the efficient management of the affairs of the Council. Suggested is membership of your professional body, The Society of Local Council Clerks.
17. To attend the Conference of the National Association of Local Councils, Society of Local Council Clerk's, and other relevant bodies, as a representative of the Council as required.
18. To provide a written report detailing priorities, actions completed and actions outstanding to be included on the agenda at each Full Council meeting.
19. Any other duties as reasonably requested.