



Minutes of the Personnel Committee held on 7th March 2023 in Rhuddlan Community Centre, with hybrid facilities.

1. **PRESENT** – Cllrs. Arwel Roberts (Chairman), M. Elgin and M. Kermode (also acting as Personnel Adviser and Clerk for the Committee); together with the Town Clerk.
2. **APOLOGIES** – None.
3. **DECLARATIONS OF INTEREST** – None
4. **MINUTES** – The minutes of the meeting held on 25th October 2022 had previously been considered and approved by the Town Council on 10th November. There were no matters arising.
5. **PART 2 BUSINESS** – It was agreed that in accordance with the Public Bodies (Admission to Meetings) Act 1960 that the press and the public be excluded from the remainder of the meeting because of discussions of items where publicity would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted.
6. **STAFFING MATTERS:**

6.1 Town Clerk's Contract of Employment – The committee considered an updated version of the contract of employment that took into account the clerk's permanent appointment in the post as from 1st January 2023 (appendix 1 - attached). It was **agreed to recommend** to the Council that this contract be approved and duly signed.

In its discussions, the committee considered the situations when either the Town Clerk of the Mayor might be absent, for holidays or for similar reasons. It was clear that arrangements were needed so that urgent matters could be acted on during these periods. It was **agreed to recommend** to the Council:

- (a) That when the Town Clerk is absent for a period time, the Clerical Assistant/Minute Clerk shall monitor correspondence and will work together with the Mayor (or the Deputy Mayor if the Mayor is also absent at that time) to deal with urgent matters.
- (b) That when the Mayor is absent for any period of time, the Town Clerk will work together with the Deputy Mayor to deal with any urgent matters.

6.2 Mid-term Review – The committee and the Town Clerk undertook a mid-term review of his work programme for the past year and for the months ahead. This also included discussions about his ongoing professional development.

The committee's overall conclusion was that the Town Clerk's work during the past year has generally been of a very high standard and showed his clear commitment to making a positive difference to the council and to the town itself. These included:

- The development of the Hwb project, acting in the role of the main contractor and being involved in many detailed aspects of the work which went beyond the original job expectations.
- Supporting the development of organisations in the town, such as in obtaining grants for the Community Centre, which funded external power sockets in the car park area and a hearing loop in the main rooms.
- Facilitating a more professional operational style within the Council, such as the development of the members' training programme.

Key elements of the work programme for the rest of the year are:

- Coronation celebrations
- Gwledd-Fest event
- Development of an updated Town Plan
- Development of grant bids linked to opportunities such as the Shared Prosperity Fund

Professional development progress had been excellent with the Clerk gaining the CILCA qualification. This is a vital step for the Council in terms of it gaining the power of general competence. The next focus will be on networking with other organisations.

The Clerk said he that found the work very rewarding and that he welcomed the support and co-operation that he received from the members, especially the small team that had been given responsibility for the development of the Hwb and the wider development of the Admiral's Playing Field. He also commented on the high levels of trust and confidence between him and all the members of the council.

6.3 Honorarium – The committee considered the work carried out by the Town Clerk in connection with the development of the Hwb. The Council had decided not to use a single main contractor because it was clear that the work could be done a lower cost if the Town Clerk acted in the role of the main contractor and organised the various sub-contracts.

This has worked successfully and the council has realised significant savings from this. However, this meant that the Town Clerk had to take on many detailed aspects of the work that went beyond what was envisaged in his job description. This gives a clear case for the payment of an honorarium payment. *(Note - Honorarium payments arrangements allow Councils to financially recompense their employees for significant additional work performed over and above their usual responsibilities. The payments are usually made as a percentage of the employee's salary, for the time period involved).*

The committee agreed that there was a clear case for the Town Clerk receiving an honorarium payment. It was **agreed to recommend** to the Council that a payment of £1,500 be made (approx. 5% of the clerk's salary).

Appendix 1

CONTRACT OF EMPLOYMENT

BETWEEN

RHUDDLAN TOWN COUNCIL

and

STEVEN GARETH WILSON

for the post of

TOWN CLERK/RESPONSIBLE FINANCIAL OFFICER to the COUNCIL

1. Introduction

- 1.1** This document sets out particulars of your terms and conditions of employment with Rhuddlan Town Council, which are required to be given to you by law.

The employment in this permanent position commenced on 1st January 2023.

The position combines the roles of Town Clerk/Responsible Financial Officer and the that of the Projects Officer.

- 1.2** 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.

2. Job Title

The title of the job for which you are employed is Town Clerk/Responsible Financial Officer to Rhuddlan Town Council; including the role of Project Officer. The Council has employed you under the provisions of section 112 (1) and (2) of the Local Government Act 1972. The duties of the post are as set out in the job description that has been provided to you.

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.

3. Declaration of Other Employment

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 Town Clerk/ Responsible Financial Officer to the Council.

4. Place of Work

Your usual place of work is your home – 5 Cwrt Melyd, Caerwys, Flintshire, CH7 5FB

5. Salary

- 5.1** The salary is pro-rata to Local Government National Joint Council (NJC) Spinal Column Points (SCP) 24 – 28; plus, a working at home allowance of £4 per working week.
- 5.2** Subject to satisfactory performance, you will progress automatically through the salary scale by annual increments until you reach the maximum of the scale. Increments are paid on the 1st April.
- 5.3** 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 8 below).
- 5.4** Your salary will be paid by bank transfer at monthly intervals to reach your bank or Building Society as cleared funds by the last working day of the month.

6. Expenses

Any travel, mileage, subsistence expenses incurred by you and approved by the Council will be paid at the NJC rates laid down at the time.

7. Working At Home

- 7.1** Your office will be at your home. The Council will pay a Working At Home Allowance of £4 per week (excluding holiday periods) to take account of the use of space, lighting and electricity.
- 7.2** The Council requires you to undertake a Risk Assessment to check the accommodation to ensure that relevant Health and Safety regulations are met. After considering your Risk Assessment report the Council will meet the costs of any agreed measures to provide you with a safe working environment.
- 7.3** The Council will reimburse all expenses incurred by you in the discharge of the duties that are approved by the Council.
- 7.4** The cost of all stationery and consumables and computer consumables against vouchers/invoices submitted to the Council will be reimbursed.
- 7.5** 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.
- 7.6** The Council will provide a dedicated computer and a mobile telephone.
- 7.7** The Council will pay for all necessary computer software or upgrades required to fulfil the duties required by the Council.
- 7.8** The Council agrees to fully indemnify you for both Employers and Public Liability Insurance for working from your home premises as part of the Council's own insurance.
- 7.9** You will inform your insurance company that you are working from home.

8. Appraisal/Career Development Review

There will be a formal appraisal each year plus appropriate mid-term reviews.

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.

9. Hours of Work

9.1 Your hours of work are 34 per week.

9.2 In accordance with the Flexible Time Working Regulations (Employment Act 2002) you may apply, in writing, for flexible working time conditions on the grounds 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.

9.3 In accordance with the Works and Families Act 2006 you may apply, in writing for flexible working time conditions on the grounds that you are a carer of an adult who 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.

10. 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 or you may take time off in lieu at a time agreed between you and the Council.

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

11. Annual Leave

11.1 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 190 hours of leave in each leave year.

11.2 In addition to normal bank and public holidays, you will be entitled to two extra statutory days (the timing of these extra-statutory holidays will be by mutual arrangement and must be taken at times convenient to the Council).

11.3 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.

11.4 If your employment commenced 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.

- 11.5** Holidays must be taken at times agreed with the Council. By mutual agreement no more than five days leave may be carried forward to the next leave year.
- 11.6** In the event that you fall sick during the period of your annual leave you will be regarded as being on sick leave from the date of your self-certified or doctor's medical certificate and further annual leave will be suspended from that date.

12 Sick Absence

- 12.1** 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.
- 12.2** In respect of absence lasting up to seven calendar days, you are required to inform the Mayor/Deputy Mayor and self-certify your absence.
- 12.3** 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.
- 12.4** 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.
- 12.5** The Council reserves the right to require you at any time to submit to a medical examination by a medical practitioner nominated by the Council, subject to the provisions of the Access to Medical Reports Act 1988 where applicable. Any costs associated with the examination will be met by the Council.
- 12.6** Whilst 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.

13. Scale of Sickness 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 incapability or 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 month's 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.

14. Maternity/Paternity/Adoption Leave

Under the provisions of the Employment Rights Act 1996 (as amended by the Employment Act 2002 and regulations there under) you will be entitled to apply for maternity Maternity/Paternity/Adoption leave.

15 Injury or Assault

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 relevant Green Book Terms and Conditions.

16. Notice of Termination of Employment

16.1 The length of notice which you are obliged to give to the Council to terminate your employment is three months

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

16.3 Upon or within one week of written termination of your employment (whether that be during or after any probationary period) you are required to surrender to the Council any documents or materials that you have been holding on behalf of the Council.

17 Grievance and Discipline – Dispute Resolution

17.1 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 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.

17.2 Redress of Grievance

You must apply in writing to the Mayor and/or Deputy Mayor of the Council for redress of any grievance relating to your employment and/or any disciplinary decision applied to you. The Mayor and/or Deputy Mayor will 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.

17.3 Disciplinary Rules

Before any disciplinary action is taken by the Council, a notice in writing giving details of the matter, either signed by the Chair and authorised by the Council, or your line manager in accordance with their delegated responsibilities, 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.

18 Health and Safety Regulations, Other Legislation & Council Policies

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.

19 Training and Development

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 the payment of mileage expenses and other expenses in accordance with the Council's agreed policies. Where the Council considers it necessary, it shall give you reasonable paid time off for study.

20 Pension Arrangements

The Council can make arrangements for a pension scheme for the Town Clerk with a mutually agreed provider. The Council will make suitable employer contributions into the pension scheme and the Town Clerk will make the appropriate employee contributions through his salary arrangements.

21 Indemnity

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:..... **Date**

Mayor of the Town Council

Signed:-..... **Date**

Town Clerk/Responsible Financial Officer to the Council