

**CONTRACT OF EMPLOYMENT and JOB DESCRIPTION –
CLERK & RESPONSIBLE FINANCIAL OFFICER to the COUNCIL**

AGREED BETWEEN

**KINNERSLEY & DISTRICT GROUP PARISH COUNCIL
-and-
RUTH LOVELACE**

1. Introduction

- 1.1** This statement sets out particulars of your terms and conditions of employment with Kinnersley & District Group Parish Council, which are required to be given to you by law.

Your employment commenced on 1st April 2011. (You have fulfilled the role of clerk since May 2000, but between May 2000 and 31st March 2011, you were self-employed in this role). This contract applies from 1st April 2020, and replaces the previous contract up to 31st March 2020.

- 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 Clerk & Responsible Financial Officer to Kinnersley & District Group Parish Council. 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 set out in the job description attached to this contract.

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 Clerk & Responsible Financial Officer to the Council.

4. Place of Work

Your usual place of work is your home address.

You will make yourself available to members of the public during agreed hours at the designated address or alternatively at other accessible premises designated by the council.

5. Salary

- 5.1** Your salary is £1,810 per annum – based on 200 hours at £9.05 per hour. The salary will be reviewed annually.
- 5.2.** Your salary will be paid by cheque 6 times per year at the parish council meetings.

6. Expenses

- 6.1** Any travel, mileage, subsistence expenses incurred by you and approved by the Council will be paid at the agreed NJC rate laid down at the time.
- 6.2** The Council will reimburse all expenses incurred by you in the discharge of the duties that are approved by the Council.
- 6.3** The cost of all stationery and consumables and computer consumables against vouchers/invoices submitted to the Council will be reimbursed.
- 6.4** The Council will reimburse all telephone call expenses incurred on a private line and also make a contribution towards broadband connection.
- 6.5** The Council will pay for all necessary computer software or upgrades required for the Clerk to fulfil the duties required by the Council.

7. Appraisal

You will receive an annual Review. 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.

8. Hours of Work

Your hours of work are 200 hours per annum.

9. Annual Leave

The calculation of your annual leave commences from the first day of your employment. You are entitled, to 15 hours' leave in each leave year (1st April to 31st March) which means that your actual recorded work hours will be 185 hours. The leave is calculated pro rata from a full-time job with 20 days annual leave + 7 bank holidays.

10. Sickness Absence

- 10.1** 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.
- 10.2** In respect of absence lasting up to seven calendar days, you are required to inform the Chairman/ Vice-Chairman and self-certificate your absence.
- 10.3** 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.
- 10.4** You will be paid your agreed basic remuneration in line with the scale of payment for any one year that runs from 1 April to 31st March. The Council will be responsible for reclaiming the Statutory Sick Pay element from HM Revenue & Customs.

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

11. Notice of Termination of Employment

11.1 The length of notice which you are obliged to give to the Council to terminate your employment is one month in writing.

11.2 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.

11.3 Upon or within one week of written 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.

12. 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.

13. Training and Development

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 will expect and support your necessary agreed training and development and meet all course and examination expenses and any 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 given.

14. 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:.....

Dated:.....

Chairman of the Council

Signed:-.....

Dated:.....

Clerk & Responsible Financial Officer to the Council

Appendix 1

JOB DESCRIPTION – CLERK TO KINNERSLEY & DISTRICT GROUP PARISH COUNCIL

Overall Responsibilities

The Clerk to the Council 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.
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 prepare minutes for approval.
5. To attend all meetings of the Council and all meetings of its committees and sub-committees.
6. To receive correspondence and documents on behalf of the Council and to deal with the correspondence or documents or bring such items to the attention of the Council. To issue correspondence as a result of instructions of, or the known policy of the Council.
7. To receive and report on invoices for goods and services to be paid for by the Council and to ensure such accounts are met. To issue invoices on behalf of the Council for goods and services 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 draw up both on his/her own initiative and as a result of suggestions by Councillors proposals for consideration by the Council and to advise on practicability and likely effects of specific courses of action.
10. To monitor the implemented policies of the Council to ensure they are achieving the desired result and where appropriate suggest modifications.
11. To act as the representative of the Council as required.
12. To issue notices and prepare agendas and minutes for the Parish Meeting: to attend the assemblies of the Parish Meeting and to implement the decisions made at the assemblies that are agreed by the Council.
13. To prepare, in consultation with the Chairman, press releases about the activities of, or decisions of, the Council.
14. To attend training courses or seminars on the work and role of the Clerk as required by the Council.
15. To continue to acquire the necessary professional knowledge required for the efficient management of the affairs of the Council.