



LEDBURY TOWN COUNCIL

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25 January 2023

TO: Councillors Bradford, Chowns, Hughes, l'Anson (Chair), Morris

Dear Member

You are hereby summoned to attend a meeting of the **Resources Committee** which will be held in the **Council Offices, Church Lane, Ledbury**, on **Thursday, 1 February 2024 at 7.00 pm** for the purposes of transacting the business set out below.

Yours faithfully

Angela Price
Town Clerk

FILMING AND RECORDING OF COUNCIL MEETINGS

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A G E N D A

1. **To receive apologies for absence**
2. **To receive declarations of interest and written requests for dispensations**
(Members are invited to declare disclosable pecuniary interests and other interests in items on the agenda as required by Ledbury Town Council's Code of Conduct for Members and by the Localism Act 2011)
(Note: Members seeking advice on this item are asked to contact the Monitoring Office at least 72 hours prior to the meeting)
3. **To approve as a correct record the minutes of meetings of the Resources Committee held on 5 October and 7 December 2023, including a suggested amendment to minute no. R27 following review by committee members**
(Pages 188-197)

4. **Action Sheet** (Pages 198-199)
5. **New model contract of employment for Local Councils** (Pages 200-215)
6. **Date of next meeting**

To note that the date of the next meeting of the Resources Committee is scheduled for 1 February 2024

7. **Exclusion of Press and Public**

In accordance with Section 12(2) of the Public Bodies Admission to Meetings) Act 1960, in view of the confidential nature of the business about to be transacted, it is advisable in the public interest that the press and public are excluded from the remainder of the meeting

8. **Provision of HR Services** (Pages 216-219)
9. **Report on Team Building day** (Pages 220)
10. **Staffing Matters** (Pages 221-237)

Distribution: Full agenda to: - Committee members (4)

Agenda front pages to all non-committee members (6)

LEDBURY TOWN COUNCIL

**MINUTES OF A MEETING OF THE RESOURCES COMMITTEE
HELD ON 5 OCTOBER 2023**

PRESENT: Councillors Bradford, Chowns, Hughes, l'Anson (Chair), and Morris

ALSO PRESENT: Councillor McAll
Angela Price – Town Clerk

R19. **APOLOGIES**

None received.

R20. **DECLARATIONS OF INTEREST**

None received.

R21. **TO APPROVE AS A CORRECT RECORD THE MINUTES OF A MEETING OF THE RESOURCES COMMITTEE HELD ON 31 AUGUST 2023**

RESOLVED:

That the minutes of the Resources Committee meeting held on 31 August 2023 be approved as a correct record, subject to the following amendment:

Minute No. R17(ii) be amended to read as follows:

“Members were requested to endorse the actions of the Town Clerk in which she had agreed to Post Holder 50 reducing their hours from 37 to 30 per week in support of flexible working.”

R22. **ACTION SHEET**

Members were provided with an update on the Action Sheet items that remained outstanding.

The Clerk advised that a response had been received from Red Kite Solicitors, who had advised that there was a conflict in respect of the cease-and-desist letter and advised that it would be necessary to speak to an alternative solicitor in relation to this.

Councillor Bradford asked why R17(ii)(2) was still identified as not complete, as he considered that this had been discussed and agreed not to proceed with. The Clerk reminded Members that this committee had agreed that this item should be referred to the Planning, Economy &

Tourism Committee for consideration, and that that committee had agreed that it should be considered as part of the Markets Strategy.

A discussion ensued in respect of the Markets Strategy and Councillor Morris raised concerns over the length of time it has taken to produce a Market Strategy, commenting that this goes back as far as 2019 when the CDO was originally asked to create a draft Strategy and he expressed his frustration at this being no further forward.

It was noted that this was a matter for discussion at the Markets Working Party, or Planning, Economy, & Tourism Committee and not relevant to the Resources Committee and should be marked as discharged by this committee.

RESOLVED:

That the action sheet be received and noted, noting that R17(ii)(2) should now be shown discharged by this committee.

R23. **CONSIDERATION ON WHETHER COVER SHOULD BE PROVIDED FOR STAFF ON ANNUAL LEAVE FROM EXTERNAL SOURCES**

Members were requested to consider a report in respect of annual leave cover for staff, which had been raised by Councillor Morris at the meeting of the Resources Committee at its meeting on 31 August 2023.

The report highlighted reasons why getting temporary employees in to cover staff for periods of two weeks or less was impractical and which would have the opposite effect to that suggested by Councillor Morris, which was to help reduce the workload on staff.

RESOLVED:

That external cover for staff on short term annual leave is not considered at this time, and that as this is an operational matter it be left for senior staff to manage as part of their roles.

R24. **DATE OF NEXT MEETING**

RESOLVED:

To note that the next meeting of the Resources Committee is scheduled to take place on Thursday, 7 December 2023.

R25. **EXCLUSION OF PRESS AND PUBLIC**

Before taking the decision to exclude the Press and Public a request was made that Councillor Mc All be permitted to remain for the remainder of the meeting.

RESOLVED:

1. That Councillor McAll be permitted to remain for the remainder of the meeting.
2. That in accordance with Section 1(2) of the Public Bodies (Admission to Meetings) Act 1960, in view of the confidential nature of the business about to be transacted, it is advisable in the public interest that the press and public are excluded from the remainder of the meeting.

R26.

STAFFING MATTERS

- i. Request from Post Holder 59

Members were requested to consider a request from Post Holder 59 for a period of unpaid leave.

RESOLVED:

1. That Post Holder 59's request for a period of unpaid leave be granted.
 2. That Post Holder 60 be offered the opportunity to step into the role in the absence of Post Holder 59.
 3. That if Post Holder 60 does not wish to step into the role in the absence of Post Holder 59 the Clerk take the necessary steps to fill the post for the period 4 – 22 December 2023 and that the one-week period in January when the post holder will be on paid annual leave be covered as it would usually be.
 4. That the Clerk prepare a draft Unpaid Leave Policy for consideration at the next meeting of the Resources Committee.
- ii. Consideration of extension to paid sick leave – Post Holder 47

RESOLVED:

That sick pay be paid in accordance with Employee Terms and Conditions as detailed in their contracts and the Council's Sickness absence Policy.

R27. iii. Staff Protection Measures

Please refer to Minute No. R40 of the Resources Meeting held on 1 February 2024 for clarification on why this minute has been struck from the record and replaced with the alternative minute as detailed below.

~~Members were requested to give consideration to possible staff protection measures being put in place to protect staff from unwelcome, persistent communications from both Councillors and members of the public.~~

~~It was noted that there was a need for something to be in place currently and it was agreed that Councillor Hughes would be the point of contact for Councillor Sinclair until such time ongoing issues could be resolved.~~

~~That a draft procedure be prepared by the Clerk and that the procedure provide a clear strategy in respect of providing a named senior councillor to take up the role of interim contact.~~

RESOLVED:

- ~~1. **That the Clerk draft a Distancing Procedure designed to protect staff from unwelcome, persistent communications from both Councillors and members of the public.**~~
- ~~2. **That in the interim Councillor Hughes be the point of contact for Councillor Sinclair, until such time ongoing issues can be resolved.**~~

Members were requested to give consideration to possible staff protection measures being put in place to protect staff from unwelcome, persistent communications from both Councillors and members of the public.

It was noted that when contacting the office there is currently a policy in place whereby Councillors are informed that in the first instance they should contact the Clerk, or Deputy Clerk in their absence, they should not be contacting other staff.

Councillor Hughes advised that this conversation is about what distancing measures can be put in place, noting that the Council is not in a position whereby they can “sanction” any one particular Councillor, all that can be done is to protect staff by distancing of people who are reported to a line manager for presenting vexatious and/or aggressive behaviour. It was noted that the Council can put in distancing arrangements by way of a “request” that all communications between an individual and an employee be by way of a named person and if they

want information or want to get in touch with the person and generally speaking this should be the Mayor or Deputy Mayor as the two most senior councillors, however, it could be any other Councillor. He reiterated that this can only be a request and it cannot be ordered as it could then be deemed as a “sanction” which is not within the remit of Council to put in place.

It was suggested that a draft policy/procedure be prepared by the Clerk and that the policy/procedure whereby if a vexatious complaint is reported to a line manager a distancing principle will be adopted and that the individual be asked to consider a request to provide them with one point of contact which should be senior councillor such as the Mayor or Deputy Mayor, due to them having the experience and standing within council in order to handle such a situation.”

RECOMMENDATION:

That this council adopt a distancing policy where an individual councillor is acting in a vexatious and/or aggressive manner towards a member of staff who has reported to the Mayor that it be recommended to Council that they apply the distancing policy where that person is requested to only make contact with a named senior councillor.

R28. CORRESPONDENCE RECEIVED FROM LEDBURY RESIDENT

Members were provided with copies of further communications from a local resident.

RESOLVED:

That the Clerk respond to the resident to acknowledge receipt of the latest communication.

The meeting ended at 8.20 pm.

Signed Date

LEDBURY TOWN COUNCIL

MINUTES OF A MEETING OF THE RESOURCES COMMITTEE HELD ON 7 DECEMBER 2023

PRESENT: Councillors Chowns, Hughes, l'Anson (Chair), and Morris

ALSO PRESENT: Angela Price – Town Clerk

R29. **APOLOGIES FOR ABSENCE**

Apologies for absence were received from Councillor Bradford.

R30. **DECLARATIONS OF INTEREST**

No declarations of interest were received.

R31. **TO APPROVE THE MINUTES OF A MEETING OF THE RESOURCES COMMITTEE HELD ON 5 OCTOBER 2023**

Councillor Hughes raised concerns in respect of the accuracy of minute no. R27. He did not believe it was a fair representation of what had been discussed and agreed. He stated that it was his recollection that the committee had discussed the need for a policy for measures to protect council staff and that such a document would be brought forward for adoption in due course.

Councillor Hughes believed that what had been said at the meeting had been that there was a need for a policy and a clearly written document outlining what would be required and that that would have to be approved by Council. He stated that it had been resolved that the Clerk would draft a Distancing Policy designed to protect staff from unwelcome, persistent communications from both Councillors and members of the public. He stated that this was absolutely right and that he remembered this to be the case and that the Clerk had provided this on the agenda for consideration.

He recalled that there had been discussion as to why this matter had been raised and as something that needed to be in place currently, and it was his view that the context of that was that there was an urgency about the need because of a specific example that had been raised to the Mayor about the behaviour of one councillor and that in the context of that it would be taken forward that "should" it be found Prima Facie that a Councillor was indeed behaving in such a way in the context of a policy of this council, that a particular Councillor had been in breach of that policy, then in order to protect Council staff, the policy would then be brought into effect to protect staff.

Councillor Hughes noted that the committee had discussed what would happen in the event of a Member being found in breach of a policy adopted by the Council and at that point it included a number of those present saying that a senior Councillor would be asked to take on the particular role. It was at that point that several of those present had stated that they did not want to do this in a particular context that was being discussed and that Councillor Hughes agreed that should there be a policy in place, and should there be evidence of a breach that he would be willing to act as a single point of contact. He agreed that it was clear that a certain person had been named at that meeting but that it made it sound as if the council were acting three or four steps ahead of where they were. There was no policy in place, no-one had been found in breach of that policy and yet it was being said that Councillor Hughes would be the single point of contact, as he had agreed to be in the event of a single point of contact.

He noted that these minutes were draft and had been to full council and he expressed his concern and disagreement with the whole sense of how minute no. R27 had been framed and asked that consideration be given to this minute being reframed and that it be noted that this needs to be reframed, which he proposed, and that then is reported to full council, as it had already been reported to full council, and then it comes back to the Committee to be reframed and in that context he stated that he would not be able to vote the minutes through as a correct record of the meeting.

Councillor Hughes clarified that without a policy in place action to put a single point of contact in place at this time cannot take place.

Councillor Chowns advised that his recollection of the discussion was that the suggestion of a single point of contact at this time was not conditional on there being a policy in place, he believed that it was a temporary acute measure in the circumstances, and he stated that if that was his misunderstanding then he can only apologise. He added that as the minute involves Councillor Hughes he is perfectly willing to accept his interpretation of what he understood of that conversation and accepted that in that context the minute does need to be redrafted. However, he added that at the time he thought the offer was in the acute situation that a member of staff had been put in a difficult position, but reiterated that he accepted Councillor Hughes' recollection, as he understood what he was offering.

Councillor Hughes reiterated that the minute was not his recollection of what had happened, as without a policy how could this be implemented, as the policy would state that the person who was going to the single point of contact would be the person who would contact a councillor to advise them that they would be the single point of contact. All Members acknowledged that this was not discussed.

As no proposal had been made at this point that the minutes be accepted as a true record Councillor l'Anson asked if Councillor Hughes had listened to the recording and suggested that it would be sensible for all Members to listen to the recording of the meeting held on 5 October 2023 and that the approval of the minutes be deferred until such time all Members of the committee were able to review the recording.

It was noted that the minutes had only been received and noted at Full Council and therefore it was possible to defer any decision on the approval of the minutes.

RESOLVED:

That approval of the minutes of the meeting held on 5 October 2023 be deferred until such time as all Members present could review the recording of the meeting.

R32. **ACTON SHEET**

RESOLVED:

That the action sheet be received and noted.

R33. **SICKNESS ABSENCE STATISTICS**

RESOLVED:

That the report on sickness absence statistics be received and noted.

R34. **ACCIDENTS REPORTED JAN – DECEMBER 2023**

RESOLVED:

That the report on accidents from Jan – Dec 2023 be received and noted.

R35. **POLICIES FOR RECOMMENDATION TO FINANCE, POLICY & GENERAL PURPOSES COMMITTEE**

i. **Draft Training Policy & Succession Planning Documentation**

Members raised concern in respect of the repayment of training costs, should a member of staff leave the employ of the Council within a set time of receiving the training. It was proposed that the first paragraph should be removed.

ii. Draft Anti-Harassment and Bullying Policy

Section headed "Harassment"

It was felt that the paragraph following the list of harassment examples should be brought forward to the start of this section, as this provides clarification on the definition of harassment.

That the following two paragraphs should be amended to read as follows:

Harassment is unwanted **repetitive** conduct related to a relevant protected characteristic (an area covered by discrimination legislation) which has the purpose of effect of violating an individual's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive working environment for them.

Harassment will also occur where a colleague is **repeatedly** treated less favourably because they have rejected or refused to submit to sex-based harassment, sexual harassment, or gender reassignment harassment.

RESOLVED:

That the following policies be recommended to the Finance, Policy & General Purposes Committee for consideration, subject to the following amendments:

i. **Draft Training Policy & Succession Planning Documentation**

Examinations – that this be reworded as follows:

"Staff will be given suitable study leave ahead of examinations."

Repayment of Training Costs – that the first paragraph be removed.

ii. **Draft Anti-Harassment and Bullying Policy**

That the paragraph following the list of harassment examples should be brought forward to the start of this section.

That the following two paragraphs should be amended to read as follows:

Harassment is unwanted **repetitive conduct related to a relevant protected characteristic (an area covered by discrimination legislation) which has the purpose of effect of**

violating an individual's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive working environment for them.

Harassment will also occur where a colleague is **repeatedly** treated less favourably because he or she has rejected or refused to submit to sex-based harassment, sexual harassment, or gender reassignment harassment.

iii. **Draft Unpaid Leave Policy**

That this be recommend as presented, subject to "draft" being included on the document.

R36. **DATE OF NEXT MEETING**

RESOLVED:

To note that the date of the next meeting of the Resources Committee is scheduled for 1 February 2024.

R37. **EXCLUSION OF PRESS AND PUBLIC**

That in accordance with Section 1(2) of the Public Bodies (Admission to Meetings) Act 1960, in view of the confidential nature of the business about to be transacted, it is advisable in the public interest that the press and public are excluded from the remainder of the meeting.

R38. **STAFFING MATTERS**

RESOLVED:

That the outcome of the Appeal Hearing be received and noted.

The meeting ended at 7.27pm.

Signed

Dated

**ACTION SHEET
EO RESOURCES COMMITTEE**

Minute No.	Action	To be Actioned by	Date Actioned	Comments	Status
Jul-23					
R7(7)	That the Local Government Pension Scheme be referred to the Finance, Policy & General Purposes Committee for further consideration.	TC	21.09.2023	To be included on next FP&GP Agenda	In progress
Aug-23					
R17(iii)(6)	That following the team building day the Clerk provide a report to the committee	TC	December meeting	Report to be included on agenda for meeting 07.12.23	In progress
Oct-23					
R26(i)(1)	That post holder 59's request for a period of unpaid leave be granted	TC	06.10.2023	Post holder advised of outcome	Completed
R26(i)(2)	That PH 60 be offered the opportunity to step into the role in the absence of PH 59	TC	06.10.2023	PH 60 Declined offer to take up alternative role	Completed
R26(i)(3)	That if Post Holder 60 does not wish to step into the role in the absence of Post Holder 59 the Clerk take the necessary steps to fill the post for the period 4 – 22 December 2023 and that the one week period in January when the post holder will be on paid annual leave be covered as it would usually be.	TC	Oct/Nov 2023	TC to consider appropriate way to advertise and fill post - Post filled and candidate commenced work 20.11.2023	Completed
R26(ii)	That sick pay be paid in accordance with Employee T & C's as detailed in staff contracts and the Council's sickness absence policy	TC	10.09.2023	Letter sent to post holder 47 advising that no extension to sick pay entitlement period	Completed
R27(iii)(1)	That the Clerk draft a Distancing Procedure designed to protect staff from unwelcome, persistent communications from both Councillors and members of the public.	TC	Nov Resources	Presented at December meeting in form of anti-harassment and bullying policy	Completed
R28	That the Clerk respond to the resident to acknowledge receipt of the latest communication.	TC	09.10.2023	Acknowledgement of receipt of email sent	Completed

07.12.2023					
R31	That approval of the minutes of the meeting held on 5 October 2023 be deferred until such time as all members present could review the recording of the meeting	TC/Cllrs	Dec-23	All Councillors present have reviewed the recording and an alternative to minute no. R27 will be discussed at the meeting on 1 February	on agenda
R35	That the following policies be recommended to the FP & GP Committee	TC	18.01.2024	Policies submitted to FP & GP and approved	Completed

Report prepared by Angela Price – Town Clerk

NEW MODEL CONTRACT OF EMPLOYMENT FOR LOCAL COUNCILS

Purpose of Report

The purpose of this report is to provide Members with sight of the new Model Contract of Employment for Local Councils.

Detailed Information

Attached is a copy of the new model contract of employment for Local Councils which has been drafted by Worknest on behalf of NALC, and which has been endorsed by SLCC.

In 2019 Ledbury Town Council signed up to the National Joint Council for Local Government Services National Agreement on Pay and Conditions (Green Book) and as part of this it is recognised that all staff employed at Ledbury Town Council are employed under these terms and conditions.

The attached model contract incorporates the Green Book terms and conditions and therefore any new employees will automatically be given a copy of this contract accordingly. Current employees would not be required to change their current contract to this new contract, however if there were any significant changes to their current terms and conditions, which warranted a new contract being issued, they would be provided with the new model contract.

The new model contract has been drafted to take into consideration changes to elements of employment law that have, or are due to, come into effect in 2024. Having reviewed the new model contract there appear to be a number of amendments and additions which, in the opinion of senior officers, provide help and support to line managers, in particular sections 4 and 9. The Clerk has highlighted significant changes to the contract in the attached document for Members information.

Recommendation

That Members receive the attached new model contract for employment for local councils, noting the highlighted changes and that this contract will be used for any new employees or if a new contract is provided to current employees, following amendments to their current terms and conditions.

MODEL CONTRACT OF EMPLOYMENT FOR LOCAL COUNCILS

INTRODUCTION

This model contract of employment has been drafted for NALC by WorkNest HR. It is endorsed by SLCC. It is intended as a guide to be adapted to each council's circumstances and is not intended to provide legal advice. If councils require legal advice, they can contact their county association. If councils require HR advice they can also contact their county association. We strongly recommend that HR advice is sought by councils in drawing up a contract of employment. Clerks are advised to contact the SLCC for advice. Depending on the nature of the advice needed the council may need to engage their own advisers. WorkNest provides employment support to town and parish councils on a range of employment matters and councils can engage them directly for further support.

Terms and conditions

NALC and SLCC recommends councils to offer enhanced terms that align with the best practice within the Local Government sector. This best practice is defined by the Green Book terms and conditions. Offering good terms of employment supports recruitment and retention of a high-quality workforce and demonstrates that the council is a good employer which values its staff.

This model contract incorporates Green Book terms. The National Joint Council for Local Government Services National Agreement on Pay and Conditions or 'Green Book' terms and conditions are agreed nationally and any changes (such as pay) should be automatically applied to council staff if their contract incorporates Green Book terms. In other words, the salary of a clerk on Green Book terms must be increased in accordance with nationally agreed terms. Green Book terms provide entitlements that are in excess of those set as statutory minimum under employment legislation. Councils should be aware of the full terms and conditions contained in the Green Book and will need a subscription to access this. Councils can access further information on the Green Book at <https://www.local.gov.uk/local-government-terms-and-conditions-green-book>

This template provides councils a contract with the Green Book terms already reflected in the relevant sections. Please note there are still choices for the council to make in this document, these are shown in **[bold square brackets]**.

NALC and SLCC encourage the use of the Green Book terms for all staff. If a council decides to offer enhanced terms and conditions for some staff but not others, care must be taken to ensure the differentiation is not unlawfully discriminatory. It would be unlawfully discriminatory if such a decision favoured one group of staff over another, where that group of staff is protected against unfavourable treatment by the Equality Act. For example, if the pay and benefits for men were better than the pay and benefits for women doing comparable work.

This model contract can be used for any council employee. It is a basic template that will require specific adaptation.

A Council must check that job applicants have the right to work in the UK before it can employ them. It is best practice to obtain the appropriate evidence at the interview stage. See [Gov.Uk](https://www.gov.uk) for more information.

Managers

Recognising that Councils are of varying sizes, where the term manager is used it is recognised this could be the clerk, chief officer, another employee of the council, full council or the staffing committee depending on the situation.

It is good practice to have a clearly identified person who is the responsible 'line manager' or equivalent contact for an employee so that there is clarity on who the employee should report concerns to, who they notify if they are sick or to request leave etc. More often for council employees this may be the clerk/chief officer, and for the clerk this could be the staffing/personnel committee who may nominate a key contact such as the chair for daily matters (such a leave approval/reporting sickness) that cannot wait for a meeting, but can be ratified retrospectively. It is NALCs recommendation that a local council appoints a staffing committee to be responsible for staffing, employment and HR matters.

How to use this model

This document contains a template for the council to edit/complete. There is an accompanying set of guidance notes that the council should refer to, while drafting a contract, to make sure they understand the terms they are committing to in the contract, and they are reflecting what is appropriate for the role and the council. It is strongly recommended that the council considers this document with the accompanying notes and seeks additional HR support when drawing up a contract of employment.

Where there are **[bold square brackets]** the council need to review and complete the appropriate information and so remove the square brackets. The council should ensure they edit the options to reflect the terms they are offering to their employee/s.

This document provides a current template that councils can issue to new employees. It is not intended to replace the contracts of existing employees. Any requirement to change the contractual terms of existing employees would require consultation and councils are advised to seek specialist advice before proceeding.

This document has been written with local councils of all sizes in mind. The same employment legislation applies whether you are a large or small local council so the contract and the legislation it cites is applicable if you have one employee or twenty employees. The contract can be used for any member of staff employed by the council.

CONTRACT OF EMPLOYMENT

This document sets out your main terms and conditions of employment. It includes the written particulars required by the Employment Rights Act 1996. 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.

Name of Employer: **[Insert Name]** referred to as ‘the Council’ ‘us’ or ‘we’ or ‘our’
Address of Employer: **[Insert Address of Employer]**

Name of Employee: **[Insert Name]** referred to as ‘You’
Address of Employee: **Insert Address of Employee**
(Please advise us of any change of name and/or address in writing).

Dated: **[Insert the date when this document is given]**

Your employment with the Council is governed by the terms and conditions contained in this agreement which starts from the start date and which supersedes all other agreements whether in writing or otherwise.

This agreement incorporates the provisions contained in any correspondence from us offering you employment and our staff policies. You will comply with any rules, policies and procedures set out in the staff policies. If there is any conflict between the terms of this agreement and the provisions of our staff policies, **[which do not/which do]** form part of your contract of employment, the terms of this agreement shall prevail. We reserve the right (to be exercised reasonably) to amend the terms of this agreement and the contents of the staff policies.

1. DATE AND DURATION OF EMPLOYMENT

Your employment under this contract will begin on **[insert date when these terms commence]** and will continue, subject to the remaining terms of this agreement, until terminated by either party giving the other the required notice as set out in this contract.

[Options for temporary appointments]

Your employment under this contract will begin on **[insert date when these terms commence]** and will continue, subject to the remaining terms of this agreement, until it ends on **[insert end date]** without the need for notice unless previously ended by either party giving the required notice in writing as defined in the Notice Clause below.

OR

[Your employment under this contract is to cover for maternity leave. It will begin on [insert date when these terms commence] and will continue, subject to the remaining terms of this agreement, until it ends on or around [insert end date] when the person you are covering for is due to return to work. You will receive the notice set out in the Notice Clause below.

Please note that your contract will not automatically renew if the person on maternity leave decides not to return to work or returns on a part time basis. We reserve the right to review the continuation and duties of the post and / or test the market at that time].

2. CONTINUOUS SERVICE

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.

Your employment under these terms will begin on **[insert start date for this contract]**. Your previous service, starting on **[insert continuous service start date]** counts towards your continuous service with the council.

3. JOB TITLE

You are employed as **[insert job title]**.

4. DUTIES

You are expected to perform all duties which may be reasonably required of you as set out in the attached job description.

The list of duties in the job description is not contractual and not to be regarded as exclusive or exhaustive. The Council may, at its discretion, require you to perform additional or other duties (commensurate with the grade of your post), either instead of, or in addition to, your normal duties; and may make minor amend your job description. Where substantive changes are to be made this would be by agreement and after consultation with you.

The Council requires the highest standards from you in your performance at work and your general conduct and in particular you must:

- i. unless prevented by incapacity, devote the whole of your working time, attention and abilities to the business of the Council;
- ii. diligently, honestly and ethically perform such duties as may from time to time be assigned to you by the Council;
- iii. conduct your personal and professional life in a way which does not risk adversely affecting the Council's standing and reputation;
- iv. comply with all reasonable and lawful directions given to you by the Council;
- v. report your own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee to your Line Manager immediately on becoming aware of it.
- vii. consent to the Council monitoring and recording your use of the Council's electronic communications systems for the purpose of ensuring that the Council's rules are being complied with and for legitimate business purposes.

The council reserves the right to make reasonable changes to any of your terms of employment. You will be notified in writing of any change as soon as possible and in any event within one month of the change.

5. PLACE OF WORK

You will be based at you home address **[insert home address]** and the office, **[insert address of workplace]** which are your normal places of work. The council reserves the right to require you to work from the office for **[insert number of days]** day per week and on occasion to require you to work additional days up to **[five]** days per week from the office. On days where you are working from the office this will be considered your place of work for the day and no further payments will be made in relation to your commuting to the office.

You may be required to work elsewhere within a reasonable travelling distance either temporarily or permanently in order to properly perform your role.

During your employment with us you may be required to travel **[Specify the approximate parameters]**. You will not be required to work outside of the United Kingdom.

6. WORKING HOURS

Your normal working hours total **[insert number of hours]** per week and are worked from **[Monday to Friday]** from **[insert working times]** with an unpaid break of **[insert duration]** for lunch and such additional hours as necessary for the proper performance of your duties.

We reserve the right to amend these hours as may be reasonably required subject to consultation with you.

7. PROBATIONARY PERIOD

The first **[insert number]** months of your employment with us will be a probationary period. During the probationary period, your performance and suitability for continued employment will be monitored. We may, at our discretion, extend the probationary period and will provide you reasons for doing so.

At any time before your probationary period has been completed, either you or we may bring your employment to an end by giving one weeks' notice (unless termination without notice is appropriate). We may decide to pay you in lieu of notice.

At the end of the probationary period or soon after, your performance will be reviewed and we will write to you to tell you if you if your probation has been successful or not. You will remain on your probationary period until you have received this written confirmation. Once the probationary period is successfully completed, you will be confirmed in your role.

8. TRAINING

During your employment, we will provide training in relation to **[Insert detail of training provided]**. This training will be paid for by the council. We will also provide ongoing training, as identified, to support you in your role.

Your continued employment shall be conditional upon you completing **[specify training course/qualification]** within **[date/timeframe]**. We reserve the right in our absolute discretion to terminate your employment without notice or payment in lieu thereof if the training is not completed within the specified timeframe.

9. PAY AND BENEFITS

Your salary is £**[00,000]** per annum being the current salary point **[X]** within the **[X]** range in scale **[X]** as set out in the National Agreement on Salaries and Conditions of Service of Local Council Clerks in England and Wales. **[The pro-rata salary is £[00,000] p.a.]**

Subject to satisfactory performance, you will progress automatically through the range **[X]** in salary scale **[X]** by annual increments until you reach the maximum salary in the range. Your first increment will be payable on 1st April **[20XX]** and thereafter on the 1st 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 appraisal, or award an additional increment for exemplary performance if it chooses to do so.

[Optional for relevant roles][In addition, one additional salary point will be added to your salary, up to a maximum of four points, for success in obtaining or already holding each of the following relevant qualifications:

- 1. The Certificate in Local Council Administration (CiLCA)**
- 2. The Certificate in Higher Education in Community Governance – Level 4 or one of its predecessor qualifications designed specifically for the profession**
- 3. The Foundation Degree in Community Governance – Level 5 or one of its predecessor qualifications designed specifically for the profession**
- 4. BA (Hons) Degree in Community Governance – Level 6 or one of its predecessor qualifications designed specifically for the profession]**

Your salary will be payable monthly in arrears on or about **[Insert date]** of each month directly into your bank or building society. Each instalment will include payment for the calendar month in which payment is made.

[Remove for hourly paid employees - Should it be necessary to calculate a day's pay, your current full time equivalent annual salary will be divided by 260].

You will also be entitled to the following benefits:

- i. [Insert benefit(s) and other remuneration and whether each is contractual or non-contractual]**

We retain the right to remove your entitlement to the above non-contractual benefits at any time.

[Additional Hours – below salary point 22 employees

If you work more than your normal working hours, then subject to the Council's approval, you will be reimbursed at the appropriate NJC rate for these hours or you may take time off in lieu at a time to be agreed between you and the Council.]

[Additional Hours – other employees

If you work more than your normal working hours, then subject to the Council's approval, you may take time off in lieu at a time to be agreed between you and the Council.]

10. DEDUCTION OF WAGES

If you owe us money at any time, you authorise us to deduct any sums due to us from your salary including, without limitation, any over payment of salary; any advances or loans we have made to you; a day's or part day's pay for each day or part day of unauthorised absence. "Unauthorised absence" is not turning up for work unless your absence is due to genuine sickness and you have notified us as set out in this contract; leave for which prior permission has been granted; genuine reasons outside your control which are acceptable to us.

If you owe us money when you leave and your final salary payment is not enough to cover the whole amount owed, you will be required to repay the outstanding amount due to us within one month of leaving us.

11. EXPENSES

The Council will reimburse you when additional expenditure for travel, meals or overnight accommodation is incurred in the performance of the Council's business, provided the expenditure has been authorised in advance, receipted and approved in accordance with the Council's expenses policy. You shall abide by our policies on expenses as communicated from time to time.

Mileage payments at the NJC rate in force will be paid as long as they are approved by the Council. Please see the current rates below, unless otherwise updated by an updated agreement.

Essential Users	451-999cc	1000-1199cc	1200-1450cc
Lump sum per annum	£846	£963	£1,239
Per mile first 8,500	36.9p	40.9p	50.5p
Per mile after 8,500	13.7p	14.4p	16.4p

Casual Users	451-999cc	1000-1199cc	1200-1450cc
Per mile first 8,500	46.9p	52.2p	65.0p
Per mile after 8,500	13.7p	14.4p	16.4p

Home Working Allowance – Where you are required to work from home we will pay a home working allowance at the tax-free value set by HMRC as in force at the time. In the event that you choose to work from home, the allowance is not payable for any such period of time.

12. HOLIDAY ENTITLEMENT AND PAID LEAVE

Our holiday year runs from [insert dates e.g. 1st April to 31st March] and your holiday accrues monthly. If your employment starts or ends part way through a holiday year, we will pro-rata your entitlement during that holiday year.

Full time staff are entitled to 23 days annual leave, plus bank holidays and 2 additional (statutory) days (25 days plus bank holidays). An increase of 3 days is applied following 5 years' continuous service (28 days plus bank holidays). We will pro-rata that figure where necessary so that your holiday entitlement is in proportion to your working time during the relevant holiday year.

If we need you to work on one of those bank holidays, you will be able to take your holiday on a different day.

You should usually give at least two weeks' notice when requesting annual leave and normally give notice of at least one month before taking leave of one week or more. Requests for annual leave must be made to your manager. The dates of your annual leave require the prior written agreement of your Manager.

Annual leave must be taken at times agreed with your Manager. You may carry forward up to 5 days' leave into the following leave year, subject to the approval of your Manager. You may be able to carry additional days where you have been prevented from taking it in the relevant leave year because you have taken maternity, paternity, adoption, parental or shared parental leave, or if you have been on long term sick leave.

Holiday taken without our prior approval will be treated as unauthorised absence and may lead to disciplinary action.

Holiday pay is calculated on the basis of your current rate of pay. Where you work variable hours or if you receive commission payments/overtime/travelling-time allowance, then a day's pay will be calculated on the average pay in the previous 52 weeks.

You will have no entitlement to any payment in lieu of accrued but untaken holiday except when your employment ends.

If, when your employment ends, you have taken more holiday (including bank holidays) than you have accrued in that holiday year, we will deduct the equivalent amount of pay from any payments due to you. If this amount is in excess of your final pay, you will be required to repay the outstanding amount due to us within one month of the end of your employment.

If you or we have served notice to end your employment, we may require you to take any accrued but unused holiday during your notice period.

Details of all other types of paid leave that you may be entitled to including Maternity, Paternity, Adoption and Shared Parental Leave, can be found in the [Staff Handbook/council policies].

13. PERFORMANCE AND DEVELOPMENT REVIEW

You will receive an annual performance and development review

14. ABSENCE FOR SICKNESS OR INJURY, AND SICK PAY

You must follow the procedure set out in the Council's sickness absence policy. This policy is non-contractual and may, at our discretion, be updated or amended from time to time.

If you are going to be off work because of sickness or injury you must telephone your Manager giving the reason for non-attendance, by your usual start time on each day of absence. If you are unable to notify personally due to the nature of the illness, someone else may make contact on your behalf. It is your responsibility to ensure we are notified. Failure to do so may result in sick pay not being paid and may result in disciplinary action.

A self-certification system operates for absences from work due to sickness or injury not exceeding seven days (including weekends and other non-working days). Immediately on your return to work you must complete and return a self-certification form.

For sickness or injury absence exceeding seven days (including weekends and other non working holidays) you must provide us with a Fit note (from your doctor or consultant) on your return to work. However, if your absence is ongoing, you are expected to post your Fit note to us upon receipt or alternatively to send us a photograph of both sides of the Fit Note, with the original to follow.

All sickness or injury absence will be entered on your employment record.

Occupational Sick Pay

Any sickness absence taken is paid in line with our contractual sick/injury pay scheme (inclusive of SSP) which provides payment during periods of certificated sickness as follows:

- During 1st year of service 1 months full pay, and (after 4 months' service)
• 2 months half pay
- During 2nd year of service 2 months full pay, 2 months half pay
- During 3rd year of service 4 months full pay, 4 months half pay
- During 4th & 5th year 5 months full pay, 5 months half pay
- After 5 years service 6 months full pay, 6 months half pay

Occupational sick pay shall be inclusive of any statutory sick pay due in accordance with applicable legislation. SSP and occupational sick pay are subject to the usual deduction for PAYE, National Insurance, pension contributions etc.

15. PENSION

We will comply with our auto-enrolment duties under Part 1 of the *Pensions Act 2008*. If you are an eligible job holder, you will be automatically enrolled in our auto-enrolment scheme. Further details of the scheme are available from **[insert details]**

16. GRIEVANCE PROCEDURE

If you have a grievance relating to your employment, you should raise this with your **[nominated line manager or chair of staffing committee]** in the first instance (or their manager where a grievance relates to your immediate manager). If you are unable to resolve your grievance informally, the full grievance procedure is contained within the council's

polices. The Grievance procedure is for guidance only and does not form part of the contract of employment.

17. DISCIPLINARY RULES AND PROCEDURE

Our disciplinary procedure and rules can be found within the council's polices. If you wish to appeal against a disciplinary decision you should set out your reasons in writing. We will tell you (usually in the disciplinary decision letter) who your appeal should be sent to, and the timeframe for doing that. The procedure is for guidance only and does not form part of the contract of employment and may be amended from time to time.

The list of rules is not to be regarded as exclusive or exhaustive and these may be added to, amended or deleted at any point. Any breach of disciplinary rules will normally result in disciplinary action.

We may impose one or more of a range of potential sanctions under our disciplinary policy. These include a warning or an extension of a warning, dismissal, a change of duties, or redeployment to another role (at the same or lower level – including demotion with a reduction in salary).

18. NOTICE

During your probation period, you are entitled to be given and required to give **[1 weeks]** notice in writing to terminate your employment for any reason. On completion of your probationary period, you are required to give **[1 months]** notice in writing.

Notice given by us will be **[1 months]** following your probationary period and increase to **[5 weeks]** notice after **[5 years]** continuous service and thereafter by one week for each additional year of continuous employment up to a maximum of 12 weeks for 12 years' service.

The statutory position is

- 1 month to 2 years – statutory notice is 1 week
- 2 to 12 years – statutory notice is 1 week for each full year they have worked (i.e. 5 years' notice after 5 years' service)
- 12 years or more – statutory notice is 12 weeks

If you have not provided the required notice in writing, we may withhold pay for notice unworked due under your contract, but not paid. Anything owed to us will be deducted from your final salary.

19. PAY IN LIEU OF NOTICE

Instead of requiring you to work your notice, we may decide to pay you in lieu of notice, bringing your employment to an end there and then.

Your payment in lieu will be made up of your net basic salary for the notice period less tax and NI contributions. Any payment in lieu will not include any payments such as any payment in respect of benefits; and any payment in respect of holiday entitlement that would have accrued during the notice period.

20. OBLIGATIONS ON TERMINATION

On termination of your contract with us, you will:

- i. Immediately return (or arrange to be collected) all property and information belonging to us in your possession or under your control, including but not limited to login details and passwords for internal databases and IT systems or externally held software, apps, databases, websites etc.
- ii. Irretrievably delete any information relating to us which is in your control outside our premises.
- iii. If requested, provide a signed statement that you have fully complied with your obligations under this clause together with such reasonable evidence of compliance that we may request.

21. WORK DURING NOTICE PERIOD / GARDEN LEAVE

We may decide to put you on Garden Leave for some or all of your notice period. Garden Leave means that you should not come into work, but you remain employed and entitled to your contractual benefits and subject to your contractual obligations (apart from the requirement to carry out work).

We will write to you at the time to confirm the rules that will apply to you during Garden Leave. This may include a rule preventing you from working elsewhere or for yourself, during your contracted hours to the Council, unless we agree to that in advance.

22. HEALTH AND SAFETY

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

You will be given a copy of the Council's Health and Safety Policy.

It is important that you familiarise yourself with your responsibilities.

Breach of these requirements may result in disciplinary action being taken against you in accordance with the disciplinary procedure, which may result in your dismissal.

23. CONFIDENTIALITY

During your employment you will have access to and will use and otherwise handle 'Confidential Information' to do your job properly. By 'Confidential Information', we mean any information or matter about the business or affairs of the Council or any of its business contacts, or about any other matters which may come to your knowledge in the course of your employment, and which is not in the public domain or which is in the public domain as a result of your breach of this agreement. It may, but will not necessarily, be in a recorded format (usually hard copies or electronically).

You must not (unless in the proper course of your work and/or with our express prior authorisation or in the situations outlined in this clause) use Confidential Information, make or use copies of Confidential Information, or disclose Confidential Information to anyone or any entity. That obligation applies during your employment and after it has ended.

You must do everything reasonable to protect Confidential Information and must tell us straightaway if you know or suspect that Confidential Information has been leaked and/or is being used outside our organisation or inappropriately inside our organisation. You should not make assumptions about sharing of confidential information with other employees. If in doubt, you should consult your line manager.

All Confidential Information belongs to us, and you must return it (including copies) to us when requested during your employment or when your employment ends. You will need to confirm that you have safely and securely deleted all versions and copies. We may withhold any salary or other sum due to you until such time as all confidential information has been returned to us. These provisions on Confidential Information do not affect your right to make a protected disclosure as defined by the *Employment Rights Act 1996* (see our Whistleblowing Policy), or your duty to disclose Confidential Information if the law or a regulatory obligation requires that.

24. DATA PROTECTION

As part of our administrative and management processes, the Council will need to collect and process personal data relating to you in accordance with data protection legislation in force at the time. Details of what we will collect and process are set out in the Data Protection Policy and our 'Employee Privacy Notice'.

You must familiarise yourself with our Data Protection Policy and comply with the Council's data protection policy when handling any personal data in the course of your employment. If you do not comply with it, we may treat that failure as a disciplinary issue and, in serious cases, gross misconduct.

25. COUNCIL PROPERTY

During your employment you will have access to, and use of, various documents, manuals, hardware and software provided for your use by the Council. These and any data or documents (including copies) produced, maintained or stored on the Council's computer systems or other electronic equipment (including mobile phones), remain the property of the Council.

You may also be given the use of other facilities owned by the council including **[mobile phone], [laptop/desktop computer], [keys/pass card], [social media accounts]**.

You must take good care of all Council property that is in your possession and/or under your control and use it for agreed and lawful purposes only. If, because of your misuse or carelessness the property is lost, stolen or damaged, we may deduct from your pay some or all of the cost of repair or a replacement.

We may, at any time during your employment, and will on termination, require you to return all Council property (including social media account details, or any computer or online passwords) to us. You must do so on your last working day or as soon as possible as agreed with the Council.

If you are placed on Garden Leave, we will usually require you to return all our property before your Garden Leave begins.

26. MATERNITY, PATERNITY, ADOPTION AND PARENTAL ARRANGEMENTS

Your entitlement to maternity/paternity/adoption/shared parental leave and pay is as set out in the relevant legislation and in the Green Book.

[Your entitlement to maternity/paternity/adoption/shared parental leave and pay is as set out in the council's staff handbook/policies available at [add Link to documents].

27. REFERENCE DOCUMENTS

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.

Further information regarding your employment is contained within the Council's policies. These cover policies such as Health and Safety, Equalities, the Grievance Procedure, Disciplinary Procedure and Disciplinary Rules. You must comply with the Council’s policies.

28. CHANGE TO TERMS AND CONDITIONS OF EMPLOYMENT

This agreement sets out everything we have agreed. You and we are entering into it on the basis that no discussions we have had, representations made, previous agreements reached, or understandings we have come to are relevant to this agreement, or are to be relied on, unless they are recorded in it.

Care has been taken to prepare this agreement, and neither you nor we will have a claim for innocent or negligent misrepresentation or negligent misstatement in respect of its contents (but that doesn’t exclude liability for fraud).

This contract may be altered by us in writing at any time after the date of signing and after consultation with you.

Where changes to the terms set out in this statement occur by agreement (negotiation) with you, you will be informed of these by means of a written statement of change which you will be issued within one month of the change. Changes to non-contractual policies, rules and procedures will be notified to you with one month’s notice.

I have read and understood the above clauses and accept the offer of employment on these terms.

SIGNED _____ DATE _____
for and on behalf of **[Insert name]** Council

I accept the terms and conditions of my employment as set out above.

SIGNED _____ DATE _____
Employee