



John Wright
Town Clerk

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Human Resources Committee

Core Membership: Cllr J. Broom, Cllr Mrs M. Ellis, Cllr D. Hallett, Cllr S. Williams, Cllr B. Larcombe, Cllr S. Larcombe, Cllr O. Lovell, Cllr Mrs C. Reynolds, Cllr J. Scowen, Cllr G. Turner

Notice is hereby given of a meeting of the Human Resources Committee to be held in the Guildhall, Bridge Street, Lyme Regis, on Wednesday 6 June 2018 commencing at 7pm when the following business is proposed to be transacted:

John Wright
Town Clerk
01.06.18

AGENDA

1. Election of Chairman and Vice-Chairman

To allow the committee to receive nominations and elect its chairman and vice-chairman for the council year 2018/19

2. Terms of Reference

To allow the committee to receive its terms of reference

3. Public Forum

Twenty minutes will be made available for public comment and response in relation to items on this agenda

Individuals will be permitted a maximum of three minutes each to address the committee

4. Apologies

To receive and record any apologies and reasons for absence

5. Minutes

To confirm the accuracy of the minutes of the Human Resources Committee meeting held on 24 April 2018 (attached)

6. Disclosable Pecuniary Interests

Members are reminded that if they have a disclosable pecuniary interest on their register of interests relating to any item on the agenda they are prevented from participating in any discussion or voting on that matter at the meeting and to do so would amount to a criminal offence. Similarly if you are or become aware of a disclosable pecuniary interest in a matter under consideration at this meeting which is not on your register of interests or is in the process of being added to your register you must disclose such interest at this meeting and register it within 28 days.

7. Dispensations

To note the grant of dispensations made by the town clerk in relation to the business of this meeting.

8. Matters arising from the minutes of the previous Human Resources Committee meeting held on 24 April 2018

To update members on matters arising from the previous meeting that are not dealt with elsewhere on this agenda and to allow members to seek further information on issues raised within the minutes of the previous meeting.

9. Update Report

To update members on issues previously reported to this committee

10. Human Resources' Annual Review

To allow members to receive an annual report on key human resources' information

11. Draft Contracts

To allow members to see the model contracts of employment

12. An Issue Arising out of the New Contract of Employment

To inform members about an issue arising out of the implementation of the new contract of employment and to propose a course of action

That 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 be temporarily excluded while members consider this item in accordance with the Public Bodies (Admission to Meetings) Act 1960

13. Lengthsman Probation

To allow members to confirm the lengthsman's permanent appointment

That 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 be temporarily excluded while members consider this item in accordance with the Public Bodies (Admission to Meetings) Act 1960

14. Work experience

To inform members of a work experience placement

15. Exempt Business

To move that under Section 1, Paragraph 2 of The Public Bodies (Admission to Meetings) Act 1960, the press and public be excluded from the meeting for this item of business in view of the likely disclosure of confidential matters about information relating to an individual, within the meaning of paragraphs 1 and 8 of schedule 12A to the Local Government Act 1972 (see Section 1 and Part 1 of Schedule 1 to the Local Government (Access to Information) Act 1985), as amended by the Local Government (Access to Information) (Variation) Order 2006.

- a) **Agenda item 12 – Contract of Employment**
- b) **Agenda item 13 – Lengthsman Probation**

Committee: Human Resources

Date: 6 June 2018

Title: Election of Chairman and Vice-Chairman

Purpose of Report

To allow the committee to receive nominations and elect its chairman and vice-chairman for the council year 2018/19

Recommendation

- a) The committee receives nominations for the chairman of this committee and elects its chairman for the council year 2018/19
- b) The committee receives nominations for the vice-chairman of this committee and elects its vice-chairman for the council year 2018/19

Background

- 1. On 23 May 2018, the council approved the terms of reference for its committee structure. The terms of reference have been amended so that each committee will elect its chairman and vice-chairman from among its membership.
- 2. Consequently, nominations are sought for the chairman and the vice-chairman of this committee.
- 3. The relevant standing orders that inform and govern the election of chairmen and vice-chairmen are detailed below.
- 4. Standing order 1.t states:

'Unless standing orders provide otherwise, voting on any question shall be by a show of hands. At the request of a councillor, the voting on any question shall be recorded so as to show whether each councillor present and voting gave his/her vote for or against that question. Such a request shall be made before moving on to the next item of business on the agenda. If at least two members so request voting may be by signed ballot.'
- 5. Standing order 12.a states:

'Where more than 2 persons have been nominated for a position to be filled by the Council and none of those persons has received an absolute majority of votes in their favour, the name of the person having the least number of votes shall be struck off the list and a fresh vote taken. This process shall continue until a majority of votes is given in favour of one person. Any tie may be settled by the Chairman's casting vote. As the first business of a council is to elect a Chairman (the mayor in the case of Lyme Regis Town Council) who

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is also an ex-officio voting member of all committees, he/she is in a position to open and Chair a subcommittee meeting temporarily, with the benefit of a casting vote, until a committee Chairman is elected. In the Mayor's absence, the Deputy Mayor could officiate in the same way. The Town Clerk or other officer cannot open or Chair a committee or sub-committee meeting.'

6. The election of the chairman and vice-chairman of the Human Resources Committee will be reported to the Full Council on 11 July 2018.

John Wright
Town clerk
May 2018

Committee: Human Resources

Date: 6 June 2018

Title: Terms of Reference

Purpose

To allow the committee to receive its terms of reference

Recommendation

The committee receives its terms of reference

Background

1. On 23 May 2018, the Full Council approved the terms of reference for its committees.
2. The terms of reference for the Human Resources Committee, along with the general terms of reference that apply to all of the council's committees is attached, **appendix 2A**.
3. Any recommendations from this committee will be considered by the Full Council on 11 July 2018.

John Wright
Town clerk
May 2018

Terms of Reference

2. Committees – General

- 2.1 The purpose of the council's committees is to consider issues under their remit. Issues will normally be outlined in a report prepared by officers and each report will normally include a recommendation.
- 2.2 Any recommendation(s) from a council committee will be considered at the subsequent meeting of the Full Council. Any decision or recommendation from a council committee has no status until it has been adopted by the Full Council by way of a resolution. This is unless a committee has devolved powers, i.e. Planning in respect of making recommendations direct to West Dorset District Council on planning applications.
- 2.3 Each committee will:
 - 2.3.1 Elect its chairman and vice-chairman from among its membership;
 - 2.3.2 Confirm the accuracy of the minutes of the last committee meeting;
 - 2.3.3 Agree and review the terms of reference for sub-committees, working or advisory groups that report to the committee;
 - 2.3.4 Receive nominations to existing sub-committees, working or advisory groups that report to the committee;
 - 2.3.5 Elect chairmen and vice-chairmen to existing sub-committees, working or advisory groups that report to the committee;
 - 2.3.6 Appoint any new sub-committees, working or advisory groups, confirmation of their terms of reference, the number of members (including, if appropriate, substitute councillors), receipt of nominations and the election of chairmen and vice-chairmen to them;
 - 2.3.7 To examine on behalf of the council various policies, strategies and plans relating to its subject area and to report these to the Full Council;
 - 2.3.8 To undertake reviews or policy development tasks in relation to any matters falling within the remit of the committee;
 - 2.3.9 To work with other relevant committees of the council where an area of work is shared with that committee.
- 2.4 Council-approved projects and objectives will be delegated to the relevant committee.

- 2.5 No business may be transacted at a committee meeting of the Full Council unless at least one third of the whole number of members of the committee are present and in no case shall the quorum of a meeting be less than three.

4. Human Resources Committee

- 4.1 The purpose of the Human Resources Committee is to consider member and officer issues, including:

- 4.1.1 To consider breaches of the council's code of conduct for members and, based on the report of West Dorset District Council's monitoring officer, recommend to Full Council any sanctions that should be applied to that member under the council's voluntary code.
- 4.1.2 To undertake an annual review the council's code of conduct and make recommendations to the Full Council on any revisions that are required.
- 4.1.3 To consider the establishment structures, staffing levels, job descriptions, person specifications, job evaluations, and the remuneration levels
- 4.1.4 To ensure that the council has policies and procedures in place to meet its human resources and health and safety statutory responsibilities
- 4.1.5 To consider and review human resources and health and safety policies and procedures
- 4.1.6 To appoint the town clerk, deputy town clerk and operations manager
- 4.1.7 To appraise the performance of the town clerk and set his/her annual objectives
- 4.1.8 To consider grievances and complaints against the town clerk
- 4.1.9 To consider appeals against grievance and disciplinary decisions made by officers
- 4.1.10 To annually consider the development of the council's workforce
- 4.1.11 To commission periodic surveys to assess employee satisfaction
- 4.1.12 To annually consider levels of member and staff attendance, the number and type of complaints against employees, the number and type of grievances, disciplinaries and employment tribunals
- 4.1.13 To consider incidents of whistleblowing by employees
- 4.1.14 To monitor the learning and development of members and staff.

LYME REGIS TOWN COUNCIL

HUMAN RESOURCES COMMITTEE

MINUTES OF THE MEETING HELD ON TUESDAY 24 APRIL 2018

Present

Chairman: Cllr B. Larcombe

Members: Cllr J. Broom, Cllr Mrs M. Ellis, Cllr O. Lovell, Cllr Mrs C. Reynolds, Cllr J. Scowen, Cllr G. Turner, Cllr S. Williams

Officers: Miss F. Heffernan (administrative assistant), Mrs A. Mullins (administrative officer), Mr J. Wright (town clerk)

Absent: Cllr D. Hallett

17/85/HR Public Forum

There were no members of the public present.

17/86/HR Apologies

Cllr S. Larcombe

17/87/HR To confirm the accuracy of the minutes of the Human Resources Committee meeting held on 21 February 2018

Proposed by Cllr J. Broom and seconded by Cllr Mrs C. Reynolds, the minutes of the meeting held on 21 February were **ADOPTED**.

17/88/HR Disclosable Pecuniary Interests

There were no disclosable pecuniary interests.

17/89/HR Dispensations

There was no grant of dispensations made by the town clerk in relation to the business of this meeting.

17/90/HR Matters arising from the minutes of the previous Human Resources Committee meeting held on 21 February 2018

Apprentices

Cllr B. Larcombe said Government was looking again at apprenticeships as there were concerns some may represent cheap labour and did not represent the kind of work or training depth traditionally regarded as real

apprenticeships. He said the new council administration would need to look at its own apprenticeship scheme with this in mind when considering its total staff resource and whether to take on further apprentices.

Cllr O. Lovell arrived at 7.08pm.

17/91/HR Update Report

Seasonal enforcement officer

The town clerk said officers had been approached by the previous seasonal enforcement officer to see if the position would be available again this year. He said following consultation with the chairman, the candidate would be appointed as he was familiar with the role requirements, his performance had been good, and there had been a poor level of response in previous recruitment campaigns. His appointment would save time and expense.

There was member support for this.

17/92/HR To receive the minutes of the Health and Safety Committee meeting held on 12 March 2018

Cllr Mrs M. Ellis said the Health and Safety Committee was making progress and the operations manager was working hard to rectify issues outlined in the health and safety audit.

Members asked if fire safety logs and fire risk assessments were up-to-date and kept at each town council building.

The town clerk said this would be followed up and implemented if required.

Members discussed the suitability of the town council office building, the health and safety implications on staff and members of the public and the need for investment.

Cllr B. Larcombe suggested the council offices could look to relocate to St Michael's Business Centre, and requested this be considered by a future Strategy and Finance Committee.

17/93/HR Update to the Health and Safety Policy

Cllr B. Larcombe asked for the word 'people' in paragraph 1.1 to be changed to 'councillors and members of the public' to ensure the policy was clear.

Cllr B. Larcombe said the word 'regularly' in paragraph 9.4 was vague and asked that the frequency be specified e.g. 'once a year'.

Cllr B. Larcombe asked for the words 'eye and' in paragraph 16.1 to be deleted as the sentence did not make sense.

Cllr Mrs M. Ellis said names of the Health and Safety Committee should not be included in the policy, in case committee members changed. Paragraph 2.1 should read 'consists of the mayor as chairman, councillors, the town clerk, the operations manager, the staff representative and secretary.'

Cllr B. Larcombe said, in paragraph 2.3, no name should be included. The first sentence should be deleted and the second sentence should read 'to the town clerk, operations manager or staff representative.'

Proposed by Cllr B. Larcombe and seconded by Cllr Mrs C. Reynolds, members agreed to **RECOMMEND TO FULL COUNCIL** to approve the updated health and safety policy, as amended by the Human Resources Committee.

17/94/HR Contracts of Employment

Proposed by Cllr Mrs M. Ellis and seconded by Cllr J. Broom members **RESOLVED** that under Section 1, Paragraph 2 of The Public Bodies (Admission to Meetings) Act 1960, the press and public be excluded from the meeting for this item of business as it included confidential matters relating to relating to the financial or business affairs of a particular person within the meaning of paragraphs 1 and 8 of schedule 12A to the Local Government Act 1972 (see Section 1 and Part 1 of Schedule 1 to the Local Government (Access to Information) Act 1985), as amended by the Local Government (Access to Information) (Variation) Order 2006.

The town clerk said the report incorporated all considerations that had been brought to the Human Resources Committee and all decisions made, as well as the cost of the HR consultant.

Cllr O. Lovell asked if all employees were happy with their contract. He said he would like the committee to have seen the contract and covering letter.

The town clerk said he would bring a model contract to the next meeting of this committee.

The town clerk said half the employees had already signed their contract of employment and the ultimate test would be if everyone signed their contract. He said this had been a very time-consuming task, and thanked the administrative officer for all the work she had put in.

Cllr B. Larcombe said the completion of this represented a significant piece of work in the term of this council and provided a basis upon which future terms and conditions changes could be applied.

Proposed by Cllr Mrs C. Reynolds and seconded by Cllr J. Broom, members agreed to **RECOMMEND TO FULL COUNCIL** Cllr Mrs M. Ellis, Cllr B. Larcombe and Cllr O. Lovell sit on a remuneration panel to review the pay of the enforcement officers.

17/95/HR Member Attendance

Cllr S. Williams said he would like to see a breakdown of individual members' attendance and there was general support for this.

The town clerk said the district and county councils recorded this and it was agreed the next time this report was brought to committee, it would include a breakdown of individual members' attendance and it would be published on the website.

Cllr B. Larcombe suggested this information be included in the annual report.

17/96/HR Employee Attendance

The town clerk said the overall level of sickness was very low, with nine members of staff having not had one day off in a year.

Members discussed productivity and possible introduction of timesheets, attendance recording, clocking in-and-out systems.

It was also felt important to be able to determine effectiveness and performance.

The town clerk said he was aware of issues of productivity and had discussed these with line-managers. He said this would be included on a future agenda.

19/98/HR Extreme Weather and Staff Working Arrangements

Cllr S. Williams said there used to be a plan in place for working during bad weather conditions.

The town clerk said on both occasions, the decision was made between himself or the deputy town clerk and the mayor, and at the time of making those decisions, it was based on a judgement call.

Members discussed whether a policy needed to be put in place in the event of extreme weather.

The town clerk said situations such as these were unlikely to arise more than once every few years, and at these times a decision for staff working arrangements would be made by himself in conjunction with the mayor.

19/99/HR Overtime Payment

Cllr B. Larcombe said he believed the HR committee needed to have an idea of how much overtime was being worked and how much time-off-in-lieu (TOIL) was being taken to ensure there were no underlying resourcing issues. He circulated a draft spreadsheet for recording TOIL.

AGENDA ITEM 5

The town clerk said the issue of staff TOIL was down to him to manage and staff were entitled to claim the hours worked.

Cllr Mrs M. Ellis said office staff now had the option of taking either TOIL or overtime payments, therefore TOIL taken would likely reduce.

Cllr O. Lovell said members needed to be aware of the TOIL figures as they had never seen them before.

The town clerk said members needed to decide what they wanted to do with this information before being presented with it. He said some staff accrued lots of TOIL by attending regular meetings and did not end up using all the time they were owed.

It was proposed by Cllr Mrs M. Ellis that TOIL and overtime reports be brought to the Human Resources Committee every six months.

This motion was not seconded.

The town clerk said he could provide members with two years' worth of historical TOIL records for half a day or more, to give an idea of how much TOIL is taken.

Proposed by Cllr O. Lovell and seconded by Cllr J. Broom, members agreed to **RECOMMEND TO FULL COUNCIL** to report two years' historical TOIL records to the Human Resources committee before deciding how often this information needed to be considered.

The meeting ended at 8.36pm.

Committee: Human Resources

Date: 6 June 2018

Title: Matters arising from the minutes of the previous Human Resources Committee meeting held on 24 April 2018

Purpose of the Report

To update members on matters arising from the previous meeting that are not dealt with elsewhere on this agenda and to allow members to seek further information on issues raised within the minutes of the previous meeting.

Recommendation

Members note the report

17/91/HR – Seasonal Enforcement Officer

Jon Mitchell will start work with the council on 15 June 2018 and his seasonal appointment will end on 14 September 2018.

17/96/HR – Employee Attendance

A report on staff productivity will be brought to this committee on 18 July 2018.

17/92/HR – To receive the minutes of the Health and Safety Committee meeting held on 12 March 2018

A report on the relocation of the council offices will be brought to the Strategy and Finance Committee on 5 September 2018.

John Wright
Town clerk
May 2018

Committee: Human Resources

Date: 6 June 2018

Title: Update Report

Purpose of Report

To update members on issues previously reported to this committee

Recommendation

Members note the report

Report

Amenities' Assistant

The closing date for applications for the seasonal amenities' assistant is 8 June 2018 and interviews will be held on 14 June 2018.

John Wright
Town clerk
May 2018

Committee: Human Resources

Date: 6 June 2018

Title: Human Resources' Annual Review

Purpose of Report

To allow members to receive an annual report on key human resources' information

Recommendation

Members note the report

Background

1. On 24 April 2018, the town clerk presented a report to this committee on employee attendance. In the report, the town clerk introduced a proposal to produce a comprehensive annual report on key human resources' information.
2. This report provides information on the council's establishment, staff turnover and recruitment, gender profile, pay multiples, its human resources budget, pay, pensions, overtime and time-off-in-lieu (TOIL), appraisals, learning and development, grievances and disciplinaries, and sickness and absence.
3. The report draws comparison between 2017-18 and 2018-19.
4. The report also details the main human resources challenges for 2018-19.

Establishment 2018-19

5. The council has 18 permanent full-time posts, six permanent part-time posts who work equivalent to one or more days a week, two apprentice posts, two temporary seasonal posts and seven wedding stewards, **appendix 10A**.
6. Changes in establishment from 2017-18 to 2018-19 are:
 - Operations supervisor/lengthsman – appointed March 2018
 - Seafront attendant – appointed March 2018
 - A seasonal cleansing operative post and a part-time gardening post have been removed from the establishment.
7. In addition, the council is reviewing its position in relation to its two apprentices. The office apprentice post has been vacant since February 2018 and in April 2018, the external works' apprentice was employed as a seasonal gardener.

Staff turnover and recruitment 2017-18

8. In 2017-18, the operations manager, the cleansing operative, a lengthsman and the office apprentice left the council's employment. The annual turnover rate was 21%.

9. During 2017-18, the council appointed an enforcement officer, a cleansing operative, an operations manager, two lengthsman¹, a seasonal gardener and a seasonal parking assistant.

Staff turnover and recruitment 2018-19

10. In addition to the appointment to two new establishment posts in 2018-19 (the operations supervisor/lengthsman and the seafront attendant), in 2018-19 the council has appointed a full-time gardener² and a seasonal gardener.
11. The council has re-appointed Jon Mitchell to the seasonal parking assistant to the post. Jon starts on 16 June 2018.
12. An advert is currently in the process of appointing a part-time amenities' assistant.

Gender profile and pay gap

13. At this point in time, the council employs 18 men and six women. The council's four highest paid employees are men.
14. On average, men are paid 11.7% more than women; the national gender pay gap is 14.1%³.

Pay multiples

15. The highest paid council employee, the town clerk, earns 2.45 times more than the median employee, i.e. £45,816 against £18,672.

Payroll costs

16. The payroll costs for 2017-18 and 2018-19 are detailed below:

	2018-19	2017-18
	£	£
Salary	529,390	479,301
On cost NI	43,159	35,806
On cost pension	99,709	65,674
Total	672,258	580,781

17. In 2017-18, the total payroll costs as a percentage of budget was 41% and for 2018-19 it is 45%.

¹The first appointment left in September 2017 after discrepancies with his application form were discovered

² This vacancy arose following the appointment of Pete Williams to operations supervisor/lengthsman

³ Office of National Statistics, February 2018

18. The main variances between 2017-18 and 2019-20 are:

- Salary increase of £50,089: two additional posts, £33,400; employee progression through the salary range, £9,400; the annual pay increase, £15,500; and downward adjustment of £8,600 against the provisional budget allocated against the lengthsman post in 2017-18.
- National insurance contributions increase of £7,353: this is mainly the product of two additional staff, employee progression through the salary range, and the annual pay increase.
- Pension increase of £34,305: £21,000 is the product of the increase in employer contributions from 16.5% to 22% and £11,000 is the product of two additional staff, employee progression through the salary range, and the annual pay increase.

Wage increases and the living wage

19. The council is part of national negotiating framework on pay: the National Joint Council for Local Government Services. On 10 April 2018, the town council was informed the employers and trade unions had agreed a 2.00% increase for 2018-19 and 2019-20 for employees on spinal column point 20 and above. For employees below spinal column point 20, the annual increase in 2017-18 ranges from 3.7% to 9.3% and in 2019-20 from 2.6% to 5.9%. In addition, in 2019-20 a new grading structure will be introduced.
20. From 1 April 2018, this means the minimum local government pay is £8.50 per hour and from 1 April 2019 it rises to £9.00 per hour.
21. In 2018-19, a town council employee on a median salary of £18,672 (SCP 17) will receive an annual pay award of £900 (5.06%). In 2019-20, this employee will receive an annual pay award of £499 (2.67%).
22. The council's policy is to pay its employees the 'real' living wage (£8.75 per hour) which is in excess of the government's living wage. The impact of the current annual pay award on the council's lower paid employees is that no employee is paid below the 'real' living wage. The lowest hourly rate for a council employee is £8.81.

Pension arrangements

23. Of the 20 employees eligible to join the Local Government Pension Scheme, 16 are in the scheme.
24. Employee contributions to the scheme is determined by salary and ranges from 5-12%.
25. The employer contribution is 22%.
26. The pension scheme is re-valued every three years and this can lead to changes in employer and/or employee contributions. The scheme was last re-

valued in 2016-17 and this saw an increase in employer contributions from 16.5% to 22% on 1 April 2017.

27. The pension scheme is scheduled for re-evaluation in 2019-20 for implementation on 1 April 2020.

Appraisals

28. All but one employees have had an annual appraisal for 2017-18. The main themes from the appraisals were:
- office environment, particularly the lack of rest room facilities and climate control
 - training opportunities
 - workload distribution.
29. 2018-19 objectives for senior employees are informed by the council's 2018-19 budget, its corporate plan and operational requirements.
30. The appraisal process included employees' learning and development objectives for the forthcoming year.

Learning and development

31. During 2017-18, four employees started or completed National Vocational Qualifications (NVQ):
- Kyle Knight – NVQ level 2 in facilities services
 - Pete Williams - NVQ level 3 work based diploma in horticulture
 - Callum Taylor – NVQ level 2 in horticulture
 - Sophie Northover – NVQ level 3 in business administration
 - Franki Heffernan – NVQ level 2 in business administration (completed), NVQ level 3 in business administration (ongoing)
32. All members of the external works' team have undergone training applicable to their job role. The following training courses were completed by various employees:
- PASMA tower scaffold
 - IPAF Cat1b static cherry picker
 - Work at height and safe use ladders
 - COSHH awareness
 - Abrasive wheels
 - Chainsaws maintenance and crosscut
 - Lawnmower and garden power tool
 - Tractor and Barber Surf rake beach cleaner
 - Playground inspection
 - Spraying

33. The office and external works team have weekly briefings and, in addition, the external works' team have fortnightly tool box talks.
34. Members of the external works' and office team have undergone the following training:
 - Manual handling
 - IOSh working safely
35. The operations manager and deputy town clerk have completed fire marshal training.
36. Officers are trying to secure a training provider to allow Naomi Cleal, finance assistant, to undertake an Association of Accounting Technicians (AAT) level 4 qualification.

Grievances and disciplinarys

37. In 2017-18, there was one grievance: there were no disciplinarys.

Sickness and absence

38. This was reported in detail to this committee on 24 April 2018. In summary, 86 days were lost through sickness absence in 2017-18. This equates to an average of 4.3 days per employee or 1.66% sickness absence. The national percentage sickness per employee is 1.9% and for the public sector it's 2.9%.

Time-off-in-Lieu (TOIL)

39. The amount of TOIL taken that is greater than half a day by employees in 2017-18 is:
 - Town clerk –14 days
 - Deputy town clerk – 14 days
 - Finance manager – not available
 - Operations manager – 4 days
 - Administrative officer – 7 days
 - Senior administrative assistant – 7 days
 - Administrative assistant – 2.5 days
40. TOIL taken by the external works' team is minimal, approximately 25 days in total. A significant proportion of this is time-off-in-lieu for bank holiday working.

Policies and Procedures

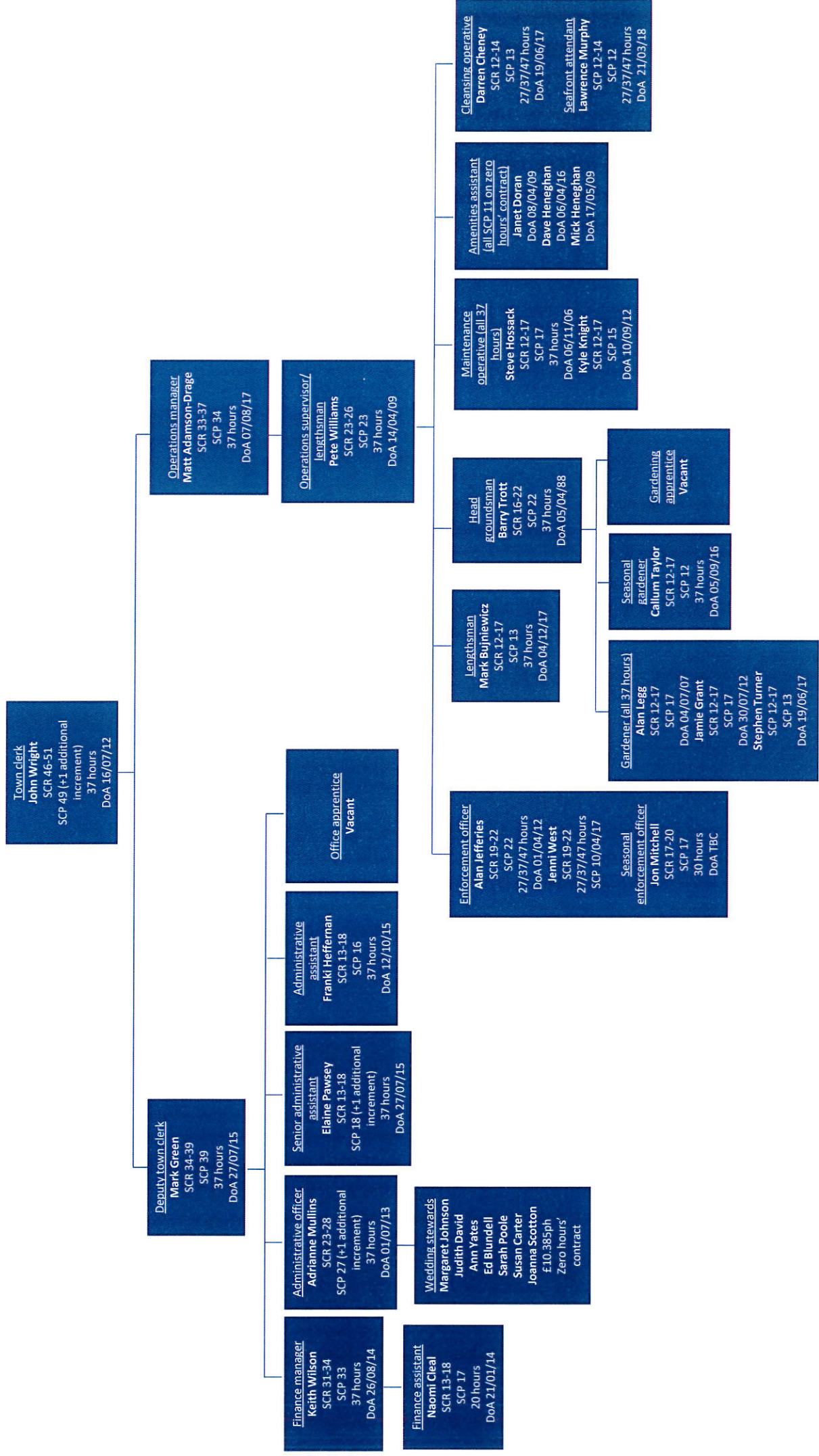
41. The council has 30 policies and procedures to support its human resources' function. The council's human resources policies and procedures are incorporated in to the staff handbook and, as a consequence, will be reviewed collectively every three years.

Challenges 2018-19

42. There are no major changes in legislation or regulation that affect the council's human resources function.
43. The human resources issues faced by the council in 2018-19 include:
 - the TUPE transfer of employees and harmonisation of conditions of services if the tourist information centre transfers to the town council
 - the appointment and supervision of additional employees if West Dorset District Council's toilets transfer to the town council
 - the narrowing of the pay differential between low-skilled and semi-skilled jobs in the council
44. Any recommendations from this committee will be considered by the Full Council on 11 July 2018.

John Wright
Town clerk
June 2018

APPENDIX 10A



Committee: Human Resources

Date: 6 June 2018

Title: Draft Contracts

Purpose of Report

To allow members to see the model contracts of employment

Recommendation

Members note the report

Background

1. There are two model contracts; a standard contract and a zero hours' contract.
2. The new contracts of employment were issued to all employees on 16 April 2018, with a covering letter outlining any payments due and requesting the contracts were signed and returned by 30 April 2018.
3. All but one of the contracts have been signed and returned, counter-signed by the town clerk (or the mayor in the case of the town clerk's contract), with one copy being returned to the employee and the other kept on file.
4. A report regarding the one outstanding contract is elsewhere on this agenda.

Report

5. At the last meeting of this committee, a member asked if the committee could see a copy of the model contract.
6. The model standard and zero hours' contracts are attached, **appendix 11A and B**.
7. Any recommendations from this committee will be considered by the Full Council on 11 July 2018.

John Wright
Town clerk
May 2018



Contract of Employment

between

[EMPLOYEE NAME]

and

LYME REGIS TOWN COUNCIL

[DATE OF CONTRACT]

Contract of Employment

Parties

- (1) **The employer: Lyme Regis Town Council** whose registered office is at Guildhall Cottage, Church Street, Lyme Regis, Dorset, DT7 3BS (**the council**); and
- (2) **The employee: [EMPLOYEE NAME] of [EMPLOYEE ADDRESS] (you)**

This contract of employment dated **[DATE OF CONTRACT]** sets out the main terms and conditions of your employment in accordance with the Employment Rights Act 1996 and forms the terms and conditions of your employment with Lyme Regis Town Council (referred to as 'the council').

The Scheme of Conditions of Service of the National Joint Council (NJC) for Local Government Services (the 'Green Book') also applies to your employment as amended by this contract. This agreement will be governed and construed in accordance with the laws of England and Wales.

1. Definitions and interpretation

- 1.1 The headings and marginal headings to the clauses are for convenience only and have no legal effect.
- 1.2 Any reference in this contract to any Act or delegated legislation includes any statutory modification or re-enactment of it or provision referred to.
- 1.3 It is the intention of the council that you will be employed to undertake tasks either directly for the council or via the council on behalf of a third party organisation as part of an agency agreement.

2. Appointment and duration

- 2.1 Your appointment with the council is subject to the terms of this contract of employment.
- 2.2 The council appoints you in the role of **[JOB TITLE], [POST NUMBER]**.
- 2.3 Your start date of employment with the council is **[START DATE]**. Your start date in the role as set out in this contract is **[START DATE OF ROLE]**.
- 2.4 Your start date for continuous employment purposes is **[CONTINUOUS EMPLOYMENT START DATE]**. Your employment with any other public employer as set out in the NJC agreement will be considered as part of a continuous period of employment with the Council for the purposes of your contract of employment.

- 2.5 Your appointment is on a permanent basis **OR** You are employed on a fixed-term basis for the purposes of **[REASON FOR FIXED-TERM EMPLOYMENT]** up to and including **[FIXED-TERM END DATE]** or until terminated in accordance with the terms of this contract at the end of the fixed-term period. The council reserves the right to end this fixed-term employment prior to the end date set out above if the reason for this temporary employment ceases during the period of employment.

- 2.6 You confirm you:

will not be in breach of any express or implied terms of any contract with, or of any other obligation to, any third party binding upon you;

have disclosed to the council in writing all previous convictions other than spent convictions; and

have supplied the council with references and evidence of qualifications and relevant licences (including driving licences) and any other information as required and requested by the council and that these are proper and true records and you will inform the council should these records or information change during your employment.

3. Probationary period

- 3.1 Your employment is subject to the satisfactory completion of a six-month probation period. The council reserves the right to extend this period at its discretion.
- 3.2 The council will assess and review your work performance, quality of work, conduct, attitude and attendance during this time and reserves the right to terminate your employment at any time during the probationary period.
- 3.3 Until the satisfactory completion of your probationary period, including extensions to it, employment may be terminated by either side giving no less than one week's written notice.

4. Duties

- 4.1 You agree to perform the full range of responsibilities and duties as required of your role which have been outlined to you and are set out in your job description, as well as follow all reasonable directions from time-to-time given by the council. You agree to undertake any other appropriate duties which the council may allocate to you from time-to-time in connection with its business.
- 4.2 You will, on occasion, be required to provide training to apprentices, trainees or new colleagues.
- 4.3 **[It is a condition of your employment that you are a member of [INSERT] / are qualified as [INSERT]. The council reserves the right to require you to produce certification as required for the purposes of ensuring up-to-date council and insurance records. In the event that you cease to be a member of [INSERT] / fail to gain or to retain a recognised qualification in [INSERT],**

the council reserves the right to terminate your employment where suitable alternative employment is unavailable.]

[It is a condition of your employment that you complete and submit a satisfactory medical questionnaire and that you inform your manager of any changes to your health that would affect your employment with the council. In the event that an unsatisfactory medical questionnaire is received, the council, upon the advice of an occupational health advisor, reserves the right to terminate your employment where suitable alternative employment is unavailable.]

[It is a condition of your employment that you hold a full and valid driving licence. The council reserves the right to require you to produce your driving licence as required for the purposes of ensuring up-to-date records. In the event that you cease to hold a full and valid driving licence, or are banned from driving for a period of time, the council reserves the right to terminate your employment where suitable alternative employment is unavailable.]

4.4 You confirm that you are entitled to work in the United Kingdom and will notify the council immediately if are no longer entitled to work in the United Kingdom.

4.5 You acknowledge that at all times during your employment, including during any period of suspension or while on garden leave, you will be subject to your duty of goodwill, trust and confidence to the council.

5. Reporting

5.1 You shall report to **[MANAGER JOB TITLE.]**

6. Working hours and restrictions against external working

6.1 OPTION 1:

[Your normal working hours are **[INSERT]** hours' per week to be worked **[TIME]** to **[TIME]**, **[DAY]** to **[DAY]**. You may be required to work additional time as necessary for the proper performance of your duties.]

OPTION 2:

[Your normal working hours are **[INSERT]** hours' per week, usually to be worked **[TIME]** to **[TIME]**, **[DAY]** to **[DAY]**. However, it is recognised that due to the nature of the council's business, your working hours will not necessarily coincide with those normal hours. The council reserves the right to vary your hours of work as necessary to meet its business requirements, either on a temporary or permanent basis, and will inform you in advance of the hours you are required to work. Your working hours may include evenings, weekends and public holidays. Your salary is inclusive of all hours' worked, including working on evenings, weekends and on public holidays.]

OPTION 3:

[Due to seasonal variations, your normal working hours are **[INSERT]** hours' per week, usually to be worked **[TIME]** to **[TIME]**, **[DAY]** to **[DAY]** during the months

of [MONTH] to [MONTH], [INSERT] hours' per week, usually to be worked [TIME] to [TIME], [DAY] to [DAY] during the months of [MONTH] to [MONTH] and [INSERT] hours' per week, usually to be worked [TIME] to [TIME], [DAY] to [DAY] during the months of [MONTH] to [MONTH]. You may be required to work additional hours (including at evenings, weekends and public holidays) as necessary for the proper performance of your duties. Your salary is inclusive of all hours worked, including working on evenings, weekends and on public holidays.]

OPTION 4:

[Due to seasonal variations, your normal working hours will vary from week-to-week, though it will usually range from [INSERT] to [INSERT] hours' per week. You will be informed in advance of your working pattern, which will be based on a shift pattern and may include evening, weekend and public holiday working. Your salary is inclusive of all hours worked, including working on evenings, weekends and on public holidays.]

- 6.2 The council may require you to perform a reasonable amount of overtime in addition to your normal hours of work, servicing the council and its committees or external events. Overtime should only be worked with the express prior approval of your manager.
- 6.3 **>SCP 29 - Hours worked over and above 37 per week, including at weekends, will be taken as time-off-in-lieu at a later date, in agreement with your manager. For overtime worked on public holidays, you will receive normal pay, payment at single time for hours worked and time-off-in-lieu.**

OR

<SCP 28 - Hours worked over and above 37 per week during Mondays to Saturdays will be paid at time and a half and double time will be paid for overtime worked on Sundays. You may opt to take time-off-in-lieu instead of receiving payment and any time-off-in-lieu will be calculated on the same basis as payment would have been made. For overtime worked on public holidays, you will receive normal pay, payment at single time for hours worked and time-off-in-lieu.]

- 6.4 You are entitled to an unpaid break of at least 20 minutes, to be taken at a time as agreed with your manager and at a location which is appropriate to your place of work.
- 6.5 If you wish to carry out any work outside your employment with the council, you must first seek the council's written permission. Such permission shall not be unreasonably withheld. You shall not use any of the council's equipment, without specific permission to do so, while engaged in this external work.
- 6.7 You must devote the whole of your time, attention and abilities during your hours of work to your duties for the council and may not in any circumstances, whether directly or indirectly, undertake any other duties of whatever kind during your hours of work for the council. You shall not work with or for any other organisation which may, which may reasonably be believed to be in competition with or cause a conflict

with your work for the council, without prior written permission to do so. Failure to do so will be regarded as a disciplinary matter by the council and dealt with accordingly. If you are in doubt, please speak to the town clerk.

7. Place of work

- 7.1 You shall perform your duties at **[Lyme Regis Town Council, Town Council Offices, Guildhall Cottage, Church Street, Lyme Regis, Dorset, DT7 3BS]** or such other place of business of the council and/or at such other addresses as the council may reasonably require on either a temporary or permanent basis. You will be given reasonable notice of any change to your place of work.
- 7.2 Due to the nature of the council's business you may be required to travel to and work at client or customer premises or at such other places on a temporary basis as the council shall from time to time direct.
- 7.3 You may, in the performance of your duties, be required to travel from your normal place of employment anywhere within the United Kingdom. In the event, this will be subject to the travel and subsistence rules within the employee handbook.

8. Salary

- 8.1 Your annual salary upon commencement of this appointment is **[INSERT]**, which corresponds with spinal column point **[INSERT]**. Your salary range is spinal column point **[INSERT]** to **[INSERT]**.
- 8.2 Your salary will accrue day-to-day and be payable by equal monthly instalments in arrears on or before 25th day of each month by credit transfer directly into your bank/building society account. The council reserves the right to alter the time, method and frequency of payment by issuing you with reasonable notice of any such change.
- 8.3 Salaries for part-time employees are calculated by pro-rata reference to the standard working week for local government staff, which is currently 37 hours.
- 8.4 You may be required to submit accurate timesheets in advance of your salary being paid. If a submitted timesheet is deemed inaccurate or there is a delay to a timesheet being submitted, this may result in a delay to you being paid.
- 8.5 Your salary will be reviewed annually at the discretion of the council and subject to satisfactory service may increase within the scale outlined above by annual increments until you reach the maximum of the scale. There is no obligation on the council to increase your salary following any such review and the council may withhold an increment if it is considered that performance is below the level expected. The council may consider awarding an additional increment for the attainment of relevant qualifications gained.
- 8.6 National pay awards are applicable to your employment.
- 8.7 The council will be entitled at any time during the term of this contract to deduct

from your salary any monies due from you to the council, including but not limited to:

any overpayments of salary or wages or any other payment made to you during the course of your employment;

any fines, penalties or losses sustained during the course of your employment and which were caused through your conduct, carelessness, negligence, recklessness or through your breach of the council's rules or any dishonesty on your part;

any damages, expenses or any other monies paid or payable by the council to any third party for any act or omission by you due to your misconduct, for which the council may be deemed vicariously liable on your behalf;

the costs of any personal calls made by you on council telephones, without prior authorisation;

any missing property including petty cash that was in your control or was your responsibility;

on termination of employment, any holiday pay paid to you in respect of holiday granted in excess of your accrued entitlement or company sick pay paid in excess of accrued entitlement;

any other sums owed to the council by you, including, but not limited to, any outstanding loans or advances;

any deductions otherwise entitled under this contract; and

where you have entered into a separate agreement with the council, any outstanding costs detailed in the agreement.

8.8 In the event of shortages arising in cash or stock, the council reserves the right to recover an equitable amount from any payments due to any employee concerned, if it can be proven the employee was responsible for the loss. Disciplinary action may be taken against the employee concerned.

8.9 Should your normal working hours vary from week-to-week due to the nature of your role, you will receive salary payments distributed equally in 12 monthly payments. Upon termination of this contract of employment, any final salary payment will be calculated based on the difference between actual pay due, including holiday pay, and actual pay paid.

9. Training and Development

9.1 It is essential that employees of the council maintain up-to-date knowledge of their role and duties. The council will support relevant training and development, meet all course and examination expenses, and meet any travel and subsistence

expenses incurred as outlined in the employee handbook. Reasonable time during paid working hours will be given for training.

- 9.2 Where training has been arranged, you should make all reasonable attempts to attend. If you undertake training which the council pays for and you terminate your employment within a certain time period, you may be required to reimburse the council a proportion of the training costs, as outlined in the learning and development policy within the employee handbook.

10. Expenses

- 10.1 You will be reimbursed by the council for all reasonable travel, accommodation subsistence and other expenses reasonably incurred by you in the proper performance of your duties which are approved in advance by the council as set out in the employee handbook, subject to:

you complying with guidelines or regulations issued by the council from time-to-time in this respect; and

the production of receipts or other evidence of payment of the expenses.

- 10.2 This does not include travel to and from home and your normal place of work.

11. Pension

- 11.1 The council is a member of the Local Government Pension Scheme which operates a contributory pension scheme which you are entitled to join. You will be enrolled in this scheme unless you decide to opt out of it.

- 11.2 Your membership of the Local Government Pension Scheme is subject to the rules of the scheme in force. Details of the scheme can be obtained from your manager. The council also provides a death-in-service benefit as part of the Local Government Pension Scheme.

- 11.3 The Local Government Pension Scheme may be amended at any time in accordance with the rules that govern it.

12. Annual Leave

- 12.1 The holiday year is 1 April to 31 March.

- 12.2 You are entitled to 23 days' leave in each holiday year. Your annual leave entitlement increases, in recognition of length of service, to 27 days' per year after five years' continuous service, immediately before the start of the leave year.

- 12.3 You are also entitled to eight public holidays and two statutory days that fall within the holiday year. The timing of these statutory holidays will be determined by the council and must be taken at times convenient to the council.

- 12.4 You will accrue annual leave on a pro-rata basis throughout the current holiday year.
- 12.5 You may only take annual leave at times convenient to the council and with the agreement of your manager. In considering a leave request, your manager will consider the impact on service delivery and business needs. You should not confirm holiday arrangements before a leave request has been granted. The council will accept no responsibility for money lost due to this.
- 12.6 You should make reasonable attempts to give no less than 30 days' notice for leave of five or more consecutive days.
- 12.7 No more than two weeks of annual leave can normally be taken at one time. You may be permitted to take annual holiday in excess of two weeks at the discretion of your manager.
- 12.8 The council may require you to take annual leave at particular times of the year, particularly during the Christmas shut-down period, and may require you to take your annual leave at times convenient to the council.
- 12.9 Up to five days' leave may be brought forward from the following year's holiday entitlement, or carried over from the existing holiday year to the following holiday year, with the agreement of your manager. Any further leave not taken within the holiday year shall be forfeited.
- 12.10 Upon termination of your employment, for whatever reason, you will be entitled to receive either pay in lieu of outstanding leave entitlement, or you will be required to repay the council for leave taken in excess of your accrued entitlement; in such instance, the council will make a deduction from your final salary payment.
- 12.11 The council may require you to take any outstanding leave entitlement during any notice period.
- 12.12 If you take unauthorised leave you may be subject to disciplinary action.

13. Sickness and Medical Health

- 13.1 You are required to be available for work during your normal working hours. You must make every effort to attend work. If you are prevented by illness, injury, accident or other incapacity from properly performing your duties, you must report this on the first day of absence or as soon as practicable to your manager, as set out in the council's sickness absence policy and procedure within the employee handbook.
- 13.2 If you are absent due to illness, injury, accident or other incapacity for up to seven consecutive days, the council may require you to self-certify. If your absence continues for more than seven consecutive days, you must provide your manager with a doctor's note. Failure to follow the notification and certification procedure may affect your entitlement to sick pay.

- 13.3 If you are absent from work because of illness, injury, accident or other incapacity and provided you meet the qualifying and notification conditions, you will be entitled to receive the following sick pay (which will deem to include entitlement to Statutory Sick Pay):
- during the first four months' service, one month's full pay;
 - after four months' service, one month's full pay and two months' half pay;
 - during the second year of service, two months' full pay and two months' half pay;
 - during the third year of service, four months' full pay and four months' half pay;
 - during the fourth and fifth year of service, five months' full pay and five months' half pay;
 - after five years' service, six months' full pay and six months' half pay.
- 13.4 In the case of full-pay periods, sick pay will be an amount which, when added to Statutory Sick Pay and Incapacity Benefit receivable, will be the equivalent of normal pay.
- 13.5 In the case of half-pay periods, sick pay will be an amount equal to half normal earnings, plus an amount equivalent to Statutory Sick Pay and Incapacity Benefit receivable, as long as the total sum does not exceed normal pay.
- 13.6 Remuneration paid by the council to you for any period of incapacity resulting from the negligence of a third party shall be recoverable by the council out of any damages which you are awarded and paid by or on behalf of a third party.
- 13.7 Any outstanding or respective entitlement to sick pay or disability benefits shall not prevent the council from exercising its right to terminate this contract.
- 13.8 If you are absent from work due to illness or any other reason, the council reserves the right to appoint another person to carry out your duties, without any detriment being caused to you in doing so.
- 13.9 If you abuse the sickness scheme, are absent on account of sickness or injury due or attributable to deliberate conduct which prejudices recovery, or if your own misconduct, neglect or active participation in professional sport or while working in your own time, on your own account for private gain or for another employer results in injury or illness, sick pay may be suspended. You will be advised of the reasons for suspension of pay and you will have a right of appeal. If it is determined the reasons for suspension of pay were justified, you will forfeit the right to any further payment for that period of absence. Abuse of the sickness scheme may result in disciplinary action against you.
- 13.10 As part of the council's sickness absence policy and procedure, the council may

request your consent to seek medical advice regarding your medical health. Your rights in terms of providing consent will be explained at this point. Should consent not be given to seek independent medical advice, the council may be required to make a decision regarding your employment without medical information and advice.

14. Other Interests

- 14.1 During normal working hours, you shall devote all your time to the council and shall not, unless otherwise agreed in writing by your manager, undertake any other business or profession or be or become an employee or agent of any other firm, company or other person or assist or have any financial interest in any other business or profession.
- 14.2 You confirm you have fully disclosed to the council in writing all circumstances in respect of which there is, or there might be, a conflict of interest between the council, or a third party organisation for which the council is undertaking work on behalf of as part of an agency agreement, and you or your close associates. You agree to fully disclose to the council any such circumstances which may arise during this contract. Your obligations are detailed in the employee handbook.

15. Membership of a Trade Union

- 15.1 All employees have the right to join a trade union and to take part in its activities. Details of the specified trade unions on the appropriate negotiating body are available for reference in the National Agreement on Pay and Conditions of Service.

16. Confidential Information

- 16.1 Some information relating to the council's business is confidential. The council's expectations regarding treatment of confidential information is detailed in the employee handbook.

17. Intellectual Property

- 17.1 All intellectual property rights resulting from and connected with work undertaken by you in the course of your employment shall belong to the council.

18. Council Property and Return of Property

- 18.1 Any property supplied by the council is supplied strictly for business use and any private use is at the discretion of the council. Such permission may be withdrawn at any time.
- 18.2 You agree to use council property strictly in accordance with the purpose for which it is issued. Any breach of use may result in the council withdrawing permission for you to use its property for business and/or personal use.
- 18.3 You are responsible for the security and well-being of any council property that is

given to you or that you use during the course of your duties. You should take care to ensure all property is in good working order at all times and should report any faults or concerns to your manager at the earliest opportunity.

- 18.4 Any loss or damage to council property that is believed to be caused by negligence on your part will be investigated and the council may deduct from your pay the cost of repair or replacement. Disciplinary action may also be taken against you.

[You may be provided with a mobile telephone to assist you in your duties. The council will pay the line rental and the cost of business telephone calls. On termination of your employment, the mobile phone must be returned to the council no later than the final day of your employment. The council retains the right to deduct the cost of any mobile phone that is not returned, or is returned in a damaged condition due to your actions, from your final pay.]

[You may be provided with a laptop or desktop computer to assist you in your duties. On termination of your employment, any laptop computer must be returned to the council no later than the final day of your employment. The council retains the right to deduct the cost of any laptop that is not returned, or is returned in a damaged condition due to your actions, from your final pay.]

- 18.5 Upon the termination of your employment, you must return all property of the council or a third party organisation for which the council is undertaking work on behalf of as part of an agency agreement.

19. Garden leave

- 19.1 If either party serves notice on the other to terminate your employment, the council may require you to go on garden leave during all or any part of the period of notice, i.e., you will be required not to carry out your duties or to exercise your responsibilities under this contract of employment during the remaining period of your notice period, or any part of the period. Alternatively, the council may require you to work from home and/or carry out duties or projects within the normal scope of your duties during any period of notice.

- 19.2 You shall, during any period of garden leave, remain available to perform any reasonable duty requested by the council and shall co-operate generally with the council to ensure a smooth handover of your duties.

20. Suspension

- 20.1 The council is entitled to suspend you on full pay for as long as may be necessary to carry out a proper investigation into potential dishonesty, gross misconduct or any other circumstances which may give a right to the council to terminate this contract.

21. Notice

- 21.1 Following successful completion of your probationary period, if applicable, you are required to give **[one / three months']** notice in writing to terminate your employment with the council.
- 21.2 Except in the event of dismissal for gross misconduct, and following successful completion of your probationary period, if applicable, you are entitled to receive

OPTION 1

three months' notice in writing to terminate your employment

OR OPTION 2

Period of continuous employment	Minimum notice
End of probationary period but less than two years' continuous service:	One week
Two years' continuous service or longer:	One week for each complete year of service up to a maximum of 12 weeks after 12 years' service.

- 21.3 In exceptional circumstances, the council may at its discretion make a payment in lieu of notice, regardless of whether or by whom notice under this clause has been given and in respect of the whole or the balance of the notice period. The payment shall be your basic salary, at the rate payable when the option is exercised, without taking into account any benefits in kind and shall be subject to deductions for income tax and national insurance contributions, as appropriate. At the discretion of the council, any such payment may be paid in monthly instalments following the termination of employment.
- 21.5 The council may terminate your employment without notice or payment in lieu of notice. Reasons for termination of your employment include:
- if, in the reasonable opinion of the council, you are guilty of gross misconduct or have committed any serious or persistent breach of any of your obligations to the council, under this contract or otherwise;
 - if you are convicted of any criminal offence;
 - if you become of unsound mind or are or become a patient for the purposes of any statute relating to mental health, and based on expert opinion, would prevent you from undertaking your duties;
 - if you fail in the opinion of the council to perform your duties competently;

if you are guilty of any conduct which brings the council into serious disrepute;

if you commit a serious breach of the council's rules;

for gross negligence;

for serious insubordination;

if you are under the influence of alcohol or illegal drugs while at work;

if you submit inaccurate or false timesheet information;

for refusal to follow a reasonable management instruction;

for causing loss, damage or injury through serious carelessness or gross negligence;

for unauthorised possession of council property; and

for a serious breach of confidence.

22. Data processing

- 22.1 By signing this contract, you have given consent to the council processing both electronically and manually the data it collects which relates to you for the purposes of the administration and management of its employees and its business, and for compliance with applicable procedures, laws and regulations.
- 22.2 By signing this contract, you have given your consent to the council to retain all records for you in accordance with the council's information policy.

23. Collective and Local Agreements

- 23.1 The National Agreement on Pay and Conditions of Service of the National Joint Council (NJC) for Local Government Services (the 'Green Book') along with local agreements which either form part of this contract or which you will be informed of and requested to enter into outside of this contract, also apply to your employment, as amended from time-to-time.

24. Grievance and Disciplinary Procedure and Employee Handbook

- 24.1 The council encourages employees to settle grievances informally in the first instance with their manager. If, however, you have a grievance relating to any aspect of your employment which you would like to be resolved formally, you must set out the grievance and the basis for it in writing in accordance with the council's grievance policy and procedure, as outlined in the employee handbook.
- 24.2 The council's disciplinary rules and procedures are outlined in the employee handbook and shall apply.

- 24.3 You are expected to familiarise yourself with all relevant regulations, legislation and policies applying to or made by the council.

25. Variation

- 25.1 The terms and conditions of this contract will normally only be varied with the consent of both parties. Any significant changes of these terms and conditions will be undertaken after a reasonable period of consultation.

26 Governing law

- 26.1 This contract shall be governed by and interpreted in accordance with the laws of England and each of the parties submits to the jurisdiction of the English courts regarding any claim or matter arising under this contract. Any delay by the council in exercising any of its rights under this contract will not constitute a waiver of such rights.

27 Endorsement

I acknowledge I have read, understood and accept the terms and conditions of employment contained within this contract of employment.

Signed by
[EMPLOYEE NAME]

Signed by **[NAME, JOB TITLE]**
for and on behalf of **LYME REGIS TOWN COUNCIL**



Zero Hours' Contract of Employment

between

[EMPLOYEE NAME0

and

LYME REGIS TOWN COUNCIL

[DATE OF CONTRACT]

Contract of Employment

Parties

- (1) **The employer: Lyme Regis Town Council** whose registered office is at Guildhall Cottage, Church Street, Lyme Regis, Dorset, DT7 3BS (**the council**); and
- (2) **The employee: [EMPLOYEE NAME] of [EMPLOYEE ADDRESS] (you)**

This contract of employment dated **[DATE OF CONTRACT]** sets out the main terms and conditions of your employment in accordance with the Employment Rights Act 1996 and forms the terms and conditions of your employment with Lyme Regis Town Council (referred to as 'the council').

The Scheme of Conditions of Service of the National Joint Council (NJC) for Local Government Services (the 'Green Book') also applies to your employment as amended by this contract. This agreement will be governed and construed in accordance with the laws of England and Wales.

1. Definitions and interpretation

- 1.1 The headings and marginal headings to the clauses are for convenience only and have no legal effect.
- 1.2 Any reference in this contract to any Act or delegated legislation includes any statutory modification or re-enactment of it or provision referred to.
- 1.3 It is the intention of the council that you will be employed to undertake tasks either directly for the council or via the council on behalf of a third party organisation as part of an agency agreement.

2. Appointment and duration

- 2.1 Your appointment with the council is subject to the terms of this contract of employment.
- 2.2 The council appoints you in the role of **[JOB TITLE]**, **[POST NUMBER]**.
- 2.3 Your start date of employment with the council is **[START DATE]**. Your start date in the role as set out in this contract is **[START DATE OF ROLE]**.
- 2.4 Your start date for continuous employment purposes is **[CONTINUOUS EMPLOYMENT START DATE]**. Your employment with any other public employer as set out in the NJC agreement will be considered as part of a continuous period of employment with the Council for the purposes of your contract of employment.
- 2.5 Your appointment is on a permanent basis **OR** You are employed on a fixed term basis for the purposes of **[REASON FOR FIXED TERM EMPLOYMENT]** up to and including **[FIXED TERM END DATE]** or until terminated in accordance with the terms of this contract at the end of the fixed term period. The council reserves the right to

end this fixed term employment prior to the end date set out above if the reason for this temporary employment ceases during the period of employment.

2.6 You confirm you:

will not be in breach of any express or implied terms of any contract with, or of any other obligation to, any third party binding upon you;

have disclosed to the council in writing all previous convictions other than spent convictions; and

have supplied the council with references and evidence of qualifications and relevant licences (including driving licences) and any other information as required and requested by the council and that these are proper and true records and you will inform the council should these records or information change during your employment.

3. Probationary period

3.1 Your employment is subject to the satisfactory completion of a six-month probation period. The council reserves the right to extend this period at its discretion.

3.2 The council will assess and review your work performance, quality of work, conduct, attitude and attendance during this time and reserves the right to terminate your employment at any time during the probationary period.

3.3 Until the satisfactory completion of your probationary period, including extensions to it, employment may be terminated by either side giving no less than one week's written notice.

4. Duties

4.1 You agree to perform the full range of responsibilities and duties as required of your role which have been outlined to you and are set out in your job description, as well as follow all reasonable directions from time-to-time given by the council. You agree to undertake any other appropriate duties which the council may allocate to you from time-to-time in connection with its business.

4.2 You will, on occasion, be required to provide training to apprentices, trainees or new colleagues.

4.3 **[It is a condition of your employment that you are a member of [INSERT] / are qualified as [INSERT]. The council reserves the right to require you to produce certification as required for the purposes of ensuring up-to-date council and insurance records. In the event that you cease to be a member of [INSERT] / fail to gain or to retain a recognised qualification in [INSERT], the council reserves the right to terminate your employment where suitable alternative employment is unavailable.]**

[It is a condition of your employment that you complete and submit a

satisfactory medical questionnaire and that you inform your manager of any changes to your health that would affect your employment with the council. In the event that an unsatisfactory medical questionnaire is received, the council, upon the advice of an occupational health advisor, reserves the right to terminate your employment where suitable alternative employment is unavailable.]

[It is a condition of your employment that you hold a full and valid driving licence. The council reserves the right to require you to produce your driving licence as required for the purposes of ensuring up-to-date records. In the event that you cease to hold a full and valid driving licence, or are banned from driving for a period of time, the council reserves the right to terminate your employment where suitable alternative employment is unavailable.]

4.4 You confirm that you are entitled to work in the United Kingdom and will notify the council immediately if are no longer entitled to work in the United Kingdom.

4.5 You acknowledge that at all times during your employment, including during any period of suspension or while on garden leave, you will be subject to your duty of goodwill, trust and confidence to the council.

5. Reporting

5.1 You shall report to **[JOB TITLE]**.

6. Working hours and restrictions against external working

6.1 Your normal working hours are variable at the council's discretion. Your hours of work may include evenings, weekends and bank holidays. The council does not guarantee to provide you any minimum amount of work in any given week or month of the year.

6.2 You will be paid only when work is performed at the fixed hourly rate stated.

6.3 Hours will be organised according to operational requirements and the council will notify you reasonably in advance the hours you are required to work, if any.

6.4 If you work more than six consecutive hours per day, you are entitled to a reasonable break, which is unpaid.

6.5 You must devote the whole of your time, attention and abilities during your hours of work to your duties for the council and may not in any circumstances, whether directly or indirectly, undertake any other duties of whatever kind during your hours of work for the council. You shall not work with or for any other organisation which may, which may reasonably be believed to be in competition with or cause a conflict with your work for the council, without prior written permission to do so. Failure to do so will be regarded as a disciplinary matter by the council and dealt with accordingly. If you are in doubt, please speak to the town clerk.

7. Place of work

- 7.1 You shall perform your duties at [**Lyme Regis Town Council, Town Council Offices, Guildhall Cottage, Church Street, Lyme Regis, Dorset, DT7 3BS**] or such other place of business of the council and/or at such other addresses as the council may reasonably require on either a temporary or permanent basis. You will be given reasonable notice of any change to your place of work.
- 7.2 Due to the nature of the council's business you may be required to travel to and work at client or customer premises or at such other places on a temporary basis as the council shall from time to time direct.
- 7.3 You may, in the performance of your duties, be required to travel from your normal place of employment anywhere within the United Kingdom. In the event, this will be subject to the travel and subsistence rules within the employee handbook.

8. Salary

- 8.1 Your hourly rate upon commencement of this contract is **[INSERT]**, which corresponds with spinal column point **[INSERT]**. Your salary range is spinal column point **[INSERT]** to **[INSERT]**.
- 8.2 Your salary will be paid in arrears on or before the 25th day of each month by credit transfer directly into your bank/building society account. The council reserves the right to alter the time, method and frequency of payment by issuing you with reasonable notice of any such change.
- 8.3 Salaries for part-time employees are calculated by pro-rata reference to the standard working week for local government staff, which is currently 37 hours.
- 8.4 You may be required to submit accurate timesheets in advance of your salary being paid. If a submitted timesheet is deemed inaccurate or there is a delay to a timesheet being submitted, this may result in a delay to you being paid.
- 8.5 Your salary will be reviewed annually at the discretion of the council and subject to satisfactory service may increase within the scale outlined above by annual increments until you reach the maximum of the scale. There is no obligation on the council to increase your salary following any such review and the council may withhold an increment if it is considered that performance is below the level expected. The council may consider awarding an additional increment for the attainment of relevant qualifications gained.
- 8.6 National pay awards are applicable to your employment.
- 8.7 The council will be entitled at any time during the term of this contract to deduct from your salary any monies due from you to the council, including but not limited to:
 - any overpayments of salary or wages or any other payment made to you during the course of your employment;

any fines, penalties or losses sustained during the course of your employment and which were caused through your conduct, carelessness, negligence, recklessness or through your breach of the council's rules or any dishonesty on your part;

any damages, expenses or any other monies paid or payable by the council to any third party for any act or omission by you due to your misconduct, for which the council may be deemed vicariously liable on your behalf;

the costs of any personal calls made by you on council telephones, without prior authorisation;

any missing property including petty cash that was in your control or was your responsibility;

on termination of employment, any holiday pay paid to you in respect of holiday granted in excess of your accrued entitlement or company sick pay paid in excess of accrued entitlement;

any other sums owed to the council by you, including, but not limited to, any outstanding loans or advances;

any deductions otherwise entitled under this contract; and

where you have entered into a separate agreement with the council, any outstanding costs detailed in the agreement.

- 8.8 In the event of shortages arising in cash or stock, the council reserves the right to recover an equitable amount from any payments due to any employee concerned, if it can be proven the employee was responsible for the loss. Disciplinary action may be taken against the employee concerned.

9. Training and Development

- 9.1 It is essential that employees of the council maintain up-to-date knowledge of their role and duties. The council will support relevant training and development, meet all course and examination expenses, and meet any travel and subsistence expenses incurred as outlined in the employee handbook. Reasonable time during paid working hours will be given for training.
- 9.2 Where training has been arranged, you should make all reasonable attempts to attend. If you undertake training which the council pays for and you terminate your employment within a certain time period, you may be required to reimburse the council a proportion of the training costs, as outlined in the learning and development policy within the employee handbook.

10. Expenses

- 10.1 You will be reimbursed by the council for all reasonable travel, accommodation subsistence and other expenses reasonably incurred by you in the proper

performance of your duties which are approved in advance by the council as set out in the employee handbook, subject to:

you complying with guidelines or regulations issued by the council from time-to-time in this respect; and

the production of receipts or other evidence of payment of the expenses.

10.2 This does not include travel to and from home and your normal place of work.

11. Pension

11.1 The council is a member of the Local Government Pension Scheme which operates a contributory pension scheme which you are entitled to join. You will be enrolled in this scheme unless you decide to opt out of it.

11.2 Your membership of the Local Government Pension Scheme is subject to the rules of the scheme in force. Details of the scheme can be obtained from your manager. The council also provides a death-in-service benefit as part of the Local Government Pension Scheme.

11.3 The Local Government Pension Scheme may be amended at any time in accordance with the rules that govern it.

12. Annual Leave

12.1 The holiday year is 1 April to 31 March.

12.2 You are entitled to 23 days' leave in each holiday year. Your annual leave entitlement increases, in recognition of length of service, to 27 days' per year after five years' continuous service, immediately before the start of the leave year.

12.3 You are also entitled to eight public holidays pro-rata and two statutory days pro-rata that fall within the holiday year. The timing of these statutory holidays will be determined by the council and must be taken at times convenient to the council.

12.5 You may only take annual leave at times convenient to the council and with the agreement of your manager. In considering a leave request, your manager will consider the impact on service delivery and business needs. You should not confirm holiday arrangements before a leave request has been granted. The council will accept no responsibility for money lost due to this.

12.6 You should make reasonable attempts to give no less than 30 days' notice for leave of five or more consecutive days.

12.7 No more than two weeks of annual leave can normally be taken at one time. You may be permitted to take annual holiday in excess of two weeks at the discretion of your manager.

- 12.8 The council may require you to take annual leave at particular times of the year, particularly during the Christmas shut-down period, and may require you to take your annual leave at times convenient to the council.
- 12.9 Up to five days' leave may be brought forward from the following year's holiday entitlement, or carried over from the existing holiday year to the following holiday year, with the agreement of your manager. Any further leave not taken within the holiday year shall be forfeited.
- 12.10 Upon termination of your employment, for whatever reason, you will be entitled to receive either pay in lieu of outstanding leave entitlement, or you will be required to repay the council for leave taken in excess of your accrued entitlement; in such instance, the council will make a deduction from your final salary payment.
- 12.11 The council may require you to take any outstanding leave entitlement during any notice period.
- 12.12 If you take unauthorised leave you may be subject to disciplinary action.

13. Sickness and Medical Health

- 13.1 You are required to be available for work during your agreed working hours. You must make every effort to attend work. If you are prevented by illness, injury, accident or other incapacity from properly performing your duties, you must report this on the first day of absence or as soon as practicable to your manager, as set out in the council's sickness absence policy and procedure within the employee handbook.
- 13.2 If you are absent due to illness, injury, accident or other incapacity for up to seven consecutive days, the council may require you to self-certify. If your absence continues for more than seven consecutive days, you must provide your manager with a doctor's note. Failure to follow the notification and certification procedure may affect your entitlement to sick pay.
- 13.3 If you are absent from work because of illness, injury, accident or other incapacity on a day that you and the council has agreed in advance you will work, and provided you meet the qualifying and notification conditions, you will be entitled to receive the following sick pay (which will deem to include entitlement to Statutory Sick Pay):

during the first four months' service, one month's full pay;

after four months' service, one month's full pay and two months' half pay;

during the second year of service, two months' full pay and two months' half pay;

during the third year of service, four months' full pay and four months' half pay;

during the fourth and fifth year of service, five months' full pay and five months' half pay;

after five years' service, six months' full pay and six months' half pay.

- 13.4 In the case of full-pay periods, sick pay will be an amount which, when added to Statutory Sick Pay and Incapacity Benefit receivable, will be the equivalent of normal pay.
- 13.5 In the case of half-pay periods, sick pay will be an amount equal to half normal earnings, plus an amount equivalent to Statutory Sick Pay and Incapacity Benefit receivable, as long as the total sum does not exceed normal pay.
- 13.6 Remuneration paid by the council to you for any period of incapacity resulting from the negligence of a third party shall be recoverable by the council out of any damages which you are awarded and paid by or on behalf of a third party.
- 13.7 Any outstanding or respective entitlement to sick pay or disability benefits shall not prevent the council from exercising its right to terminate this contract.
- 13.8 If you are absent from work due to illness or any other reason, the council reserves the right to appoint another person to carry out your duties, without any detriment being caused to you in doing so.
- 13.9 If you abuse the sickness scheme, are absent on account of sickness or injury due or attributable to deliberate conduct which prejudices recovery, or if your own misconduct, neglect or active participation in professional sport or while working in your own time, on your own account for private gain or for another employer results in injury or illness, sick pay may be suspended. You will be advised of the reasons for suspension of pay and you will have a right of appeal. If it is determined the reasons for suspension of pay were justified, you will forfeit the right to any further payment for that period of absence. Abuse of the sickness scheme may result in disciplinary action against you.
- 13.10 As part of the council's sickness absence policy and procedure, the council may request your consent to seek medical advice regarding your medical health. Your rights in terms of providing consent will be explained at this point. Should consent not be given to seek independent medical advice, the council may be required to make a decision regarding your employment without medical information and advice.

14. Other Interests

- 14.1 During normal working hours, you shall devote all your time to the council and shall not, unless otherwise agreed in writing by your manager, undertake any other business or profession or be or become an employee or agent of any other firm, company or other person or assist or have any financial interest in any other business or profession.
- 14.2 You confirm you have fully disclosed to the council in writing all circumstances in respect of which there is, or there might be, a conflict of interest between the council, or a third party organisation for which the council is undertaking work on behalf of as part of an agency agreement, and you or your close associates. You agree to fully

disclose to the council any such circumstances which may arise during this contract. Your obligations are detailed in the employee handbook.

15. Membership of a Trade Union

- 15.1 All employees have the right to join a trade union and to take part in its activities. Details of the specified trade unions on the appropriate negotiating body are available for reference in the National Agreement on Pay and Conditions of Service.

16. Confidential Information

- 16.1 Some information relating to the council's business is confidential. The council's expectations regarding treatment of confidential information is detailed in the employee handbook.

17. Intellectual Property

- 17.1 All intellectual property rights resulting from and connected with work undertaken by you in the course of your employment shall belong to the council.

18. Council Property and Return of Property

- 18.1 Any property supplied by the council is supplied strictly for business use and any private use is at the discretion of the council. Such permission may be withdrawn at any time.
- 18.2 You agree to use council property strictly in accordance with the purpose for which it is issued. Any breach of use may result in the council withdrawing permission for you to use its property for business and/or personal use.
- 18.3 You are responsible for the security and well-being of any council property that is given to you or that you use during the course of your duties. You should take care to ensure all property is in good working order at all times and should report any faults or concerns to your manager at the earliest opportunity.
- 18.4 Any loss or damage to council property that is believed to be caused by negligence on your part will be investigated and the council may deduct from your pay the cost of repair or replacement. Disciplinary action may also be taken against you.
- 18.5 **[You may be provided with a mobile telephone to assist you in your duties. The council will pay the line rental and the cost of business telephone calls. On termination of your employment, the mobile phone must be returned to the council no later than the final day of your employment. The council retains the right to deduct the cost of any mobile phone that is not returned, or is returned in a damaged condition due to your actions, from your final pay.]**

[You may be provided with a laptop or desktop computer to assist you in your duties. On termination of your employment, any laptop computer must be returned to the council no later than the final day of your employment. The council retains the right to deduct the cost of any laptop that is not returned,

or is returned in a damaged condition due to your actions, from your final pay.]

- 18.6 Upon the termination of your employment, you must return all property of the council or a third party organisation for which the council is undertaking work on behalf of as part of an agency agreement.

19. Garden leave

- 19.1 If either party serves notice on the other to terminate your employment, the council may require you to go on garden leave during all or any part of the period of notice, i.e., you will be required not to carry out your duties or to exercise your responsibilities under this contract of employment during the remaining period of your notice period, or any part of the period. Alternatively, the council may require you to work from home and/or carry out duties or projects within the normal scope of your duties during any period of notice.
- 19.2 You shall, during any period of garden leave, remain available to perform any reasonable duty requested by the council and shall co-operate generally with the council to ensure a smooth handover of your duties.

20. Suspension

- 20.1 The council is entitled to suspend you on full pay for as long as may be necessary to carry out a proper investigation into potential dishonesty, gross misconduct or any other circumstances which may give a right to the council to terminate this contract.

21. Notice

- 21.1 Following successful completion of your probationary period, if applicable, you are required to give **[ONE/THREE MONTH'S]** notice in writing to terminate your employment with the council.
- 21.2 Except in the event of dismissal for gross misconduct, and following successful completion of your probationary period, if applicable, you are entitled to receive

OPTION 1

three months' notice in writing to terminate your employment

OR

OPTION 2

Period of continuous employment	Minimum notice
End of probationary period but less than two years' continuous service:	One week
Two years' continuous service or longer:	One week for each complete year of service up to a maximum of 12 weeks after

	12 years' service.
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21.3 In exceptional circumstances, the council may at its discretion make a payment in lieu of notice, regardless of whether or by whom notice under this clause has been given and in respect of the whole or the balance of the notice period. The payment shall be your basic salary, at the rate payable when the option is exercised, without taking into account any benefits in kind and shall be subject to deductions for income tax and national insurance contributions, as appropriate. At the discretion of the council, any such payment may be paid in monthly instalments following the termination of employment.

21.4 The council may terminate your employment without notice or payment in lieu of notice. Reasons for termination of your employment include:

if, in the reasonable opinion of the council, you are guilty of gross misconduct or have committed any serious or persistent breach of any of your obligations to the council, under this contract or otherwise;

if you are convicted of any criminal offence;

if you become of unsound mind or are or become a patient for the purposes of any statute relating to mental health, and based on expert opinion, would prevent you from undertaking your duties;

if you fail in the opinion of the council to perform your duties competently;

if you are guilty of any conduct which brings the council into serious disrepute;

if you commit a serious breach of the council's rules;

for gross negligence;

for serious insubordination;

if you are under the influence of alcohol or illegal drugs while at work;

if you submit inaccurate or false timesheet information;

for refusal to follow a reasonable management instruction;

for causing loss, damage or injury through serious carelessness or gross negligence;

for unauthorised possession of council property; and

for a serious breach of confidence.

22. Data processing

22.1 By signing this contract, you have given consent to the council processing both electronically and manually the data it collects which relates to you for the purposes of the administration and management of its employees and its business, and for compliance with applicable procedures, laws and regulations.

22.2 By signing this contract, you have given your consent to the council to retain all records for you in accordance with the council's information policy.

23. Collective and Local Agreements

23.1 The National Agreement on Pay and Conditions of Service of the National Joint Council (NJC) for Local Government Services (the 'Green Book') along with local agreements which either form part of this contract or which you will be informed of and requested to enter into outside of this contract, also apply to your employment, as amended from time-to-time.

24. Grievance and Disciplinary Procedure and Employee Handbook

24.1 The council encourages employees to settle grievances informally in the first instance with their manager. If, however, you have a grievance relating to any aspect of your employment which you would like to be resolved formally, you must set out the grievance and the basis for it in writing in accordance with the council's grievance policy and procedure, as outlined in the employee handbook.

24.2 The council's disciplinary rules and procedures are outlined in the employee handbook and shall apply.

24.3 You are expected to familiarise yourself with all relevant regulations, legislation and policies applying to or made by the council.

25. Variation

25.1 The terms and conditions of this contract will normally only be varied with the consent of both parties. Any significant changes of these terms and conditions will be undertaken after a reasonable period of consultation.

26. Governing law

26.1 This contract shall be governed by and interpreted in accordance with the laws of England and each of the parties submits to the jurisdiction of the English courts regarding any claim or matter arising under this contract. Any delay by the council in exercising any of its rights under this contract will not constitute a waiver of such rights.

27 Endorsement

I acknowledge I have read, understood and accept the terms and conditions of employment contained within this contract of employment.

Signed by

[EMPLOYEE NAME]

Signed by [NAME], [JOB TITLE]
for and on behalf of LYME REGIS TOWN COUNCIL

Committee: Human Resources

Date: 6 June 2018

Title: Work Experience

Purpose of Report

To inform members of a work experience placement

Recommendation

Members note the report

Background

1. A report was considered by this committee on 19 July 2017 regarding the Enterprise Adviser Network in Dorset.
2. The project aims to inspire and prepare young people for the world of work and operates via links with secondary schools in Dorset, of which the Woodroffe School is one.
3. The council expressed an interest in supporting the Woodroffe School in this project and members were generally supportive of promoting links with the school.

Report

4. The council was approached by the school regarding a work experience placement for a year 10 student.
5. On 2 May 2018, the town clerk met with a representative of the school to confirm the council would be happy to offer a work experience placement to the student, as well as considering future placements.
6. On 25 June 2018, the student will join the external works' team for a week of work experience.
7. Any recommendations from this committee will be considered by the Full Council on 11 July 2018.

Franki Heffernan
Administrative assistant
May 2018