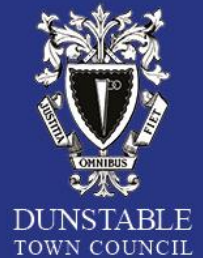


Dunstable Town Council  
Grove House  
76 High Street North  
Dunstable  
Bedfordshire  
LU6 1NF

Tel: 01582 513000

E-mail: [info@dunstable.gov.uk](mailto:info@dunstable.gov.uk)

Website: [www.dunstable.gov.uk](http://www.dunstable.gov.uk)



**Paul Hodson**, Town Clerk and Chief Executive

Notice of a Meeting of the **Personnel Sub-Committee**

Date: **Friday 6 June 2025**

Dear Councillor,

A meeting of the **Personnel Sub-Committee** will be held on **Thursday 12 June 2025**, at **Grove House** in the **Council Chamber** at **7 pm**. Members of the public and press are also welcome to attend in person. Members of the public may ask a question during the public session. If you would like to ask a question, please contact the Council via [democratic@dunstable.gov.uk](mailto:democratic@dunstable.gov.uk) or 01582 513000 by 4 pm on Monday 9 June 2025.

Please see the below QR code to access the full agenda:



Yours faithfully

Paul Hodson  
Town Clerk and Chief Executive

*Members are reminded when making decisions that the Public Sector Equality Duty 2010 requires Members to have due regard to the need to: Eliminate unlawful discrimination, harassment and victimisation and other conduct that is prohibited by the Act, advance equality of opportunity between people who share a characteristic and those who don't, and to foster good relations between people who share a characteristic and those who don't.*

## **AGENDA**

**153/25 To Appoint a Chair and Vice-Chair of this Committee for the Ensuing Municipal Year**

**154/25 Apologies for Absence**

**155/25 Declarations of Interest**

**156/25 To Approve as an Accurate Record the Minutes of the Meeting of the Personnel Sub-Committee held on 13 March 2025 1**

[Personnel Sub Minutes 13 March 2025.pdf](#)

**157/25 HR Summary**

An information report that gives Members an overview of current HR and personnel matters.

[157.25 HR Summary.pdf](#)

[157.25 Appendix 1. IIP Assessment Results 2025.pdf](#)

**158/25 Staff Sickness Records and Policy**

Annual report on the previous year's staff sickness absences and for members to review the current Sickness Policy.

[158.25 Staff Sickness Records and Policy.pdf](#)

[158.25 Appendix 1. DTC Sickness Policy.pdf](#)

[158.25 Appendix 2. Self Cert Return-to-Work Forms.pdf](#)

[158.25 Appendix 3. NJC SICKNESS SCHEME.pdf](#)

**159/25 Staff Establishment**

Annual report to inform Members of the Council's staff establishment and associated terms and conditions of employment as of 1 April 2025.

[159.25 Staff Establishment.pdf](#)

[159.25 Appendix 1. Staff Structure.pdf](#)

[159.25 Appendix 2. NJC Payscale.pdf](#)

[159.25 Appendix 3. Terms Conditions.pdf](#)

[159.25 Appendix 4. Casual Worker Agreement.pdf](#)

**160/25 Exclusion of the press and public**

RECOMMENDED In terms of Schedule 12A, Local Government Act 1972, the following items will be likely to disclose exempt information relating to establishment and contractual matters and it is, therefore, RECOMMENDED that pursuant to the provisions of the Public Bodies (Admissions to Meetings) Act 1960 the public and press be excluded.

**DUNSTABLE TOWN COUNCIL**

**MINUTES OF THE MEETING OF PERSONNEL SUB-COMMITTEE**

**HELD AT THE COUNCIL CHAMBER, GROVE HOUSE, HIGH STREET NORTH,  
DUNSTABLE**

**ON THURSDAY 13 MARCH FROM 19:00**

Present: Councillors Louise O’Riordan (Town Mayor), Richard Attwell, Liz Jones (Chair) and Nicholas Kotarski (Vice-Chair)

In Attendance: Paul Hodson – Town Clerk and Chief Executive  
Kelley Hallam – HR & Payroll Manager

Public: Nil

**079/25 APOLOGIES FOR ABSENCE**

Councillor Johnson Tamara

**080/25 SPECIFIC DECLARATIONS OF INTEREST**

None

**081/25 MINUTES OF THE MEETING OF 16 JANUARY 2025**

**RESOLVED:** The Minutes of the meeting of the Personnel Sub-Committee held on 16 January 2025 were approved as a correct record and were signed by the Chair.

**082/25 PREVENTION OF SEXUAL HARASSMENT & POLICY UPDATES**

Members reviewed the Prevention of Sexual Harassment Action Plan, the updated Dignity at Work policy and the new Safer Recruitment policy.

**RESOLVED:** i) that the amended Dignity at Work policy be recommended for approval by the Finance and General Purposes Committee.

ii) that the adoption of the Safer Recruitment policy be recommend for approval to the Finance and General Purposes Committee

iii) that officers seek advice from the Council’s HR advisors regarding any additions that could made to the Dignity at Work Policy regarding how the policy relates to Members and make appropriate recommendations to a future meeting of the Personnel Committee.

iv) that the Prevention of Sexual Harassment Action Plan was approved by Members

**083/25            HR SUMMARY**

Members received an update on HR matters including staffing, sickness, people management, enhanced benefits and improvement projects.  
The Committee received the updated sickness Return-to-Work Form and were in support of the improvements

The results of the 2024-2025 Staff Survey were received. Members noted that most of the responses were either much improved or equal to the previous year's results.

Members were pleased with the newly produced recruitment pack. They felt it really showcased what a great organisation the Town Council was to work for and would help with recruitment.

**084/25            EXCLUSION OF THE PRESS AND PUBLIC**

**RESOLVED:** In terms of Schedule 12A, Local Government Act 1972, the following item will be likely to disclose exempt information relating to establishment and contractual matters and it is, therefore, AGREED that pursuant to the provisions of the Public Bodies (Admissions to Meetings) Act 1960 the public and press be excluded.

**085/25            VERBAL UPDATE ON STAFFING MATTERS**

Members received a verbal update from the Town Clerk and Chief Executive in regard to both new and ongoing staffing matters.

**Meeting closed at 20.04**

**DUNSTABLE TOWN COUNCIL**  
**PERSONNEL SUB-COMMITTEE**

**THURSDAY 12 JUNE 2025**

**HR SUMMARY**

<b>Purpose of report:</b> For information only
--

**1. STAFFING**

- 1.1. Dunstable Town Council currently employs 80 staff.
- 1.2. Of these staff, 47 have permanent contracts, 5 have fixed-term contracts and 28 are casual workers.
- 1.3. 36 employees are full-time; 16 employees are part-time.

**2. SICKNESS**

- 2.1. We currently have no members of staff on long-term sick.
- 2.2. The new return-to-work form has been implemented since April.
- 2.3. So far, feedback has been positive from both line managers and staff.
- 2.4. The HR & Payroll Manager has been monitoring all completed forms and ensuring all recommendations are implemented.
- 2.5. The new system will be reviewed with line managers in 6-months.
- 2.6. A full report on the annual overview of sickness absences in 2024/2025 is presented at item 159/25.

**3. PEOPLE MANAGEMENT**

**Engagement**

- 3.1. Quarterly All-Staff meeting dates have been set for the year. These are held on 2 different days, at 2 different times and 2 different venues to enable as many staff to attend as possible. We also record one of the sessions and share this on MS Teams to allow anyone who was unable to attend in person to view it.
- 3.2. A total of 32 staff attended the meetings held on 22 and 24 April 2025 and the recording of the meeting has been viewed by 6 staff.

- 3.3. Staff receive a monthly newsletter to update them on recent news and events. This is emailed directly both to their work email and/or their personal email. The average rate of staff opening and reading the newsletter is 56%.
- 3.4. The new version of Coffee with Paul has been scheduled for 2025. Meetings are held at each of the Council's sites and the Town Clerk and Chief Executive has an informal group chat with all team members located at that site. Four teams have participated so far, with three more booked later in the year. Initial feedback is that staff find this opportunity to discuss concerns or ideas informally with Paul useful.
- 3.5. The areas in the staff survey where scores had fallen; some staff don't feel they have the resources to do their job properly and their skills are not being used to their best ability have been broached with staff at the All-Staff Meetings, via MS Teams and the Staff Newsletter with staff being asked to give more information. A further explanation has been received via the Anonymous Staff Suggestion form.

### **Away Day**

- 3.6. The HR and Payroll Manager along with the Senior Management Team have started planning this year's Staff Away Day. Venues and content for the day are being investigated.

### **Training**

- 3.7. Sexual Harassment and Manual Handling training has now been allocated to all staff via Virtual College. Councillors have also been allocated the Sexual Harassment Awareness course.
- 3.8. All staff have been requested to complete basic safeguarding training. At the next round of All Staff Meetings, the Youth & Community Manager will then give a more detailed overview of the responsibilities that all staff have to report any issues they see while working and how they can do so.

### **Health and Safety**

- 3.9. In the last few months Officers have been subject to inappropriate and threatening behaviour. In two incidents the police have been called and statements taken. Therefore, training in dealing with difficult people/situations is being investigated for all staff as well as signposting them to appropriate support. Further actions are being considered and an additional all-staff meeting will be held on Wednesday 11 June. A verbal report will be provided for the meeting.

### **Health and Wellbeing**

- 3.10. The Community Services Assistant and the Senior Neighbourhood Development Officer are currently organising a Men's Mental Health Session.

## **4. ENHANCED STAFF BENEFITS**

### **Wagestream**

- 4.1. 21 eligible staff are currently enrolled to use Wagestream to enable them to access their wages early. In the last month, 10 staff have used the budgeting tool, 5 staff

have used the flexible pay, 7 members now have a saving pot, and 1 member is using the financial education tool.

### **Vivup**

- 4.2. 21 eligible staff are currently registered to use the Vivup app. There are currently 9 active orders from the Home & Electronics option, where household items are purchased, and repaid monthly, interest free, directly from their wages.
- 4.3. The HR & Payroll Manager investigated the option to change the Home & Electronics scheme into a salary sacrifice scheme. This would mean staff would make savings on tax, national insurance and pension payments on repayments for any purchases they make. It would also mean that the Council would make savings on these staffing oncosts as well.
- 4.4. **Octopus Electric Vehicles**
- 4.5. One member of staff has leased an electric vehicle from the scheme.

### **Employee Assistance Programme**

- 4.6. In the first quarter of this year, six members of staff have accessed the EAP website for assistance and four counselling sessions were also booked. The subjects staff sought advice on were money, law and bereavement. Of the four counselling sessions only one was actually attended with one cancellation and two no-shows.

### **Your Complete Council Benefits Package**

- 4.7. The HR & Payroll Manager prepared and delivered an individual staff summary for each employee that gave a full status on what they receive or is available as an employee of Dunstable Town Council. This included details of pay, pension provision, annual leave and benefits.
- 4.8. A feedback form was sent to all staff in regard to the letter. 100% of respondents said that they found the letter useful and would like to receive it on an annual basis. Some suggestions were also made on additional information they would like included.

## **5. IMPROVEMENTS AND PROJECTS**

- 5.1. Dunstable Town Council has retained Silver in the Investor's in People Award. The results were very pleasing. Out of the 27 indicators, the Council achieved silver in 26 of them. 6 gold and 1 platinum were also achieved. The IIP Staff Survey results were also higher than the previous surveys and Dunstable Town Council overall scored higher than the IIP average and the industry average. Members can view the indicator and survey results at Appendix 1.
- 5.2. The Town Clerk and Chief Executive and the HR and Payroll Manager attended a feedback meeting with the IIP assessor. His feedback was very positive with him stating the following highlights; *You have a solid and committed leadership team; You have a fabulous culture to build your investment in people; People feel trusted*

*to make decisions within their roles; You invest in your people through the performance process; You look after your staff; Staff know what is expected of them; You listen and do the best for your staff.*

- 5.3. The assessor gave feedback on areas to continuing improving on. These are being considered in detail, and a draft action plan to work on over the next three years will be presented to the next meeting of the Committee.
- 5.4. The initial CPR process for 2025/2026 is nearly completed. The training requests have been collated and all requests to date should be able to be implemented within this year's training budget.
- 5.5. Everyone will complete a formal 6-month review around September/October.

## **6. APPENDICES**

- 6.1. Appendix 1 – IIP Indicator and Survey Results

## **7. BACKGROUND PAPERS**

- 7.1. None

## **8. AUTHOR**

Kelley Hallam – HR & Payroll Manager  
[Kelley.hallam@dunstable.gov.uk](mailto:Kelley.hallam@dunstable.gov.uk)



# Assessment results

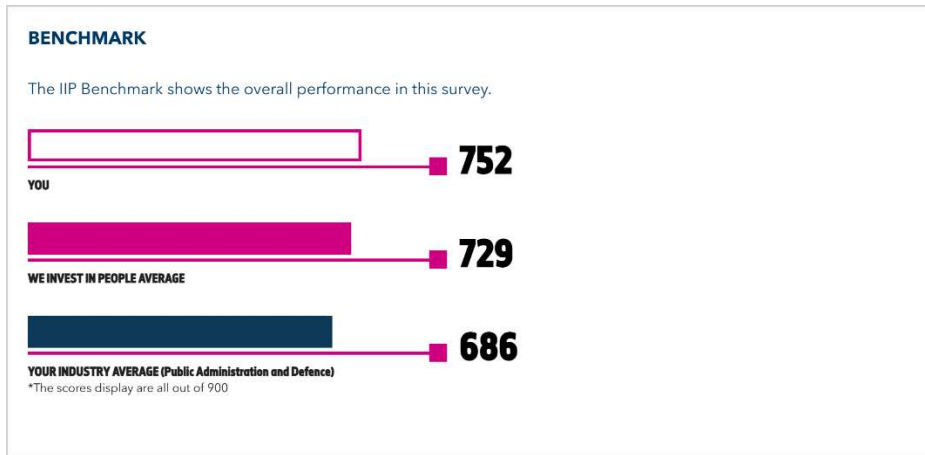
## Your results by indicator

INDICATOR	THEME	DEVELOPED	ESTABLISHED	ADVANCED	HIGH PERFORMING
LEADING AND INSPIRING PEOPLE	Creating transparency and trust	✓	✓		
	Motivating people to deliver the organisation's objectives	✓	✓		
	Developing leadership capability	✓			
LIVING THE ORGANISATION'S VALUES AND BEHAVIOURS	Operating in line with the values	✓	✓		
	Adopting the values	✓	✓		
	Living the values	✓	✓		
EMPOWERING AND INVOLVING PEOPLE	Empowering people	✓	✓	✓	
	Participating and collaborating	✓	✓		
	Making decisions	✓	✓		
MANAGING PERFORMANCE	Setting objectives	✓	✓		
	Encouraging high performance	✓	✓		
	Measuring and assessing performance	✓	✓		
RECOGNISING AND REWARDING HIGH PERFORMANCE	Designing an approach to recognition and reward	✓	✓		
	Adopting a culture of recognition	✓	✓		
	Recognising and rewarding people	✓	✓		
STRUCTURING WORK	Designing roles	✓	✓		
	Creating autonomy in roles	✓	✓		
	Enabling collaborative working	✓	✓	✓	
BUILDING CAPABILITY	Understanding people's potential	✓	✓		
	Supporting learning and development	✓	✓		
	Deploying the right people at the right time	✓	✓		
DELIVERING CONTINUOUS IMPROVEMENT	Improving through internal and external sources	✓	✓	✓	
	Creating a culture of continuous improvements	✓	✓		
	Encouraging innovation	✓	✓		
CREATING SUSTAINABLE SUCCESS	Focusing on the future	✓	✓	✓	
	Embracing change	✓	✓	✓	
	Understanding the external context	✓	✓	✓	✓

# Survey highlights

## Your overall survey score

Below is the benchmark from this assessment compared to the IIP and your industry averages.



Below is the benchmark from the assessment in January 2022, showing an increase of 8 points against this survey.

### Benchmark



\* This reveals the average IIP Benchmark for all organisations who have undertaken the survey.

Below is the benchmark from the assessment in January 2019, showing an increase of 14 points against this survey.

### Benchmark



\* This reveals the average IIP Benchmark for all organisations who have undertaken the survey.

**DUNSTABLE TOWN COUNCIL****PERSONNEL SUB-COMMITTEE****THURSDAY 12 JUNE 2025****STAFF SICKNESS RECORDS AND POLICY**

**Purpose of Report:** The purpose of this report is to provide members with a summary of staff sickness records and to review the Council's sickness policy.

**1. BACKGROUND INFORMATION**

- 1.1 This report is to give Members an overview on staff sickness and to review the Sickness Policy, with any proposals for amendment to be made to the Council's Finance and General Purposes Committee.

**2. SICKNESS RECORDS**

- 2.1 A summary of staff sickness for the years 2021/2022, 2022/2023, 2023/2024 and 2024/2025 is shown in the table below. Long-term sickness is classed as an absence that lasts for 4-weeks or more.

		<b>2024/2025</b>	<b>2023/2024</b>	<b>2022/2023</b>	<b>2021/2022</b>
	Percentage of Staff who have taken at least 1 day	76.27%	79.31%	70.97%	68.75%
Including Long Term Sick	Total Sick Days Taken	1283	1494	1184	1049
	Total Working Days	880	936.5	647	654
	Average No. of Days per employee	21.75	25.76	19.10	16.39
	Average working days per employee	14.92	16.15	10.44	10.22
Excluding Long Term Sick	Total Sick Days Taken	397	760	482	543
	Total Working Days	269	358	313	314
	Average days per employee	6.73	13.10	7.77	8.48
	Average working days per employee	4.56	6.16	4.16	4.91

- 2.2 Members will note that sickness has dropped in the past year. Even though long-term sick is still quite high general sickness has dropped by over 47%.

**3. SICKNESS POLICY**

- 3.1 The Council's current sickness policy and related documentation can be found within the appendices for Members of this Sub-Committee to review. Any proposed amendments will be recommended to the Finance and General Purposes Committee.
- 3.2 Members are reminded that the Town Council Terms and Conditions must be in-line with the National Joint Council agreed terms and conditions as set out in the 'Green Book'. Details of the NJC sickness scheme are included at Appendix 3 for information.

**4. APPENDICES**

Appendix 1 – DTC Sickness Policy

Appendix 2 – DTC Self Certificate and Return to Work forms

Appendix 3 – NJC Sickness Scheme Guidelines

**5. AUTHOR**

- 5.1 Kelley Hallam – HR & Payroll Manager  
[Kelley.hallam@dunstable.gov.uk](mailto:Kelley.hallam@dunstable.gov.uk)

# DUNSTABLE TOWN COUNCIL

## SICK LEAVE

### Absence Reporting

As soon as you are absent from work you are required to contact your immediate Line Manager or Head of Service, or if not possible another Head of Service, either personally or, if necessary, through a relative or friend. Contact must be made by way of a telephone conversation. A text message may be sent for the purposes of alerting your Line Manager to your absence prior to your normal start time. This must be followed up by a telephone conversation with your Line Manager within a reasonable time period, as determined by your Head of Service, giving reasons for your absence and stating how long the absence is likely to last.

If absence continues beyond three days you should again contact your immediate Line Manager or Head of Service to inform him/her about your situation. If absence continues for more than 7 days (including Sunday) you must obtain a Statement of Fitness for Work and send it to your Head of Service.

You may also be required to provide a Statement of Fitness for Work for shorter periods of absence immediately before or after an annual or bank/public holiday, or where repeated absence is a cause for concern.

On your return to work you must complete a Self-Certification Form for the whole period of absence. Forms are available from your Line Manager.

The Line Manager must notify the Head of Service as soon as they are notified of absence due to sick leave. They must also ensure the Self-Certification Form is completed on the day of return to work. At that time the immediate Line Manager must also conduct a Return to Work interview and complete the required form in the presence of the employee. The Line Manager must record all sickness on the relevant month's Staff Sickness Monthly Return and submit this to the Head of Service, together with the completed Self-Certification and Return to Work forms. All documents should be submitted by the 1st of the following month to the Head of Service, who will then forward them to the Head of Finance and Support Services by the 4th of the month.

If a MED3 (Statement of Fitness for Work) is submitted this should be sent to the Head of Finance and Support Services immediately on receipt (having first been recorded on the monthly return).

In cases where a Statement of Fitness for Work has covered a period of more than 14 days or where more than one Statement has been necessary, the Council reserves the right to request a letter from the doctor confirming fitness to resume duties or to refer you to an Occupational Health consultant, the cost of which would be met by the Council.

In the event that you fall sick during the period of annual leave, you will be regarded as being on sick leave from the date of a Statement of Fitness to Work and further annual leave will be suspended from that date. All normal reporting procedures apply.

Any delay in notification will affect payroll administration and sickness payments.

## Sick Pay

Sick pay will be paid in accordance with the NJC National Agreement Sickness Scheme, as follows:

- 1) The scheme is intended to supplement Statutory Sick Pay and Employment and Support Allowance (previously Incapacity Benefit) so as to maintain normal pay during defined periods of absence on account of sickness, disease, accident or assault.
- 2) Absence in respect of normal sickness is entirely separate from absence through industrial disease, accident or assault arising out of or in the course of employment with a local authority. Periods of absence in respect of one shall not be set off against the other for the purpose of calculating entitlements under the scheme
- 3) Employees are entitled to receive sick pay for the following periods:

During 1st year of service:	1 month's full pay and (after completing 4 months service) 2 months half pay
During 2nd year of service	2 months full pay and 2 months half pay
During 3rd year of service	4 months full pay and 4 months half pay
During 4th and 5th year of service	5 months full pay and 5 months half pay
After 5 years of service	6 months full pay and 6 months half pay

Authorities shall have discretion to extend the period of sick pay in exceptional cases.

- 4) The period during which sick pay shall be paid, and the rate of sick pay, in respect of any period of absence shall be calculated by deducting from the employee's entitlement on the first day the aggregate of periods of paid absence during the twelve months immediately preceding the first day of absence.
- 5) In the case of full pay periods, sick pay will be an amount which when added to Statutory Sick Pay and Employment and Support Allowance receivable will secure the equivalent of normal pay.
- 6) 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 Employment and Support Allowance receivable, so long as the total does not exceed normal pay.
- 7) Normal pay includes all earnings that would be paid during a period of normal working, but excluding any payments not made on a regular basis.
- 8) The Employment and Support Allowance or equivalent social security benefits to be taken into account for the calculation of sick pay are those to which an employee is entitled on the basis that the employee has satisfied so far as is possible:

- (i) the conditions for the reporting of sickness as required by the authority;
- (ii) the claiming of benefits
- (ii) the obligation to declare any entitlement to benefits and any subsequent changes in circumstances affecting such entitlement.

- 9) An employee who is prevented from attending work because of contact with infectious disease shall be entitled to receive normal pay. The period of absence on this account shall not be reckoned against the employee's entitlements under this scheme.
10. If an employee abuses the sickness scheme or is absent on account of sickness due or attributable to deliberate conduct prejudicial to recovery or the employee's own misconduct or neglect or active participation in professional sport or injury while working in the employee's own time on their own account for private gain or for another employer sick pay may be suspended. The authority shall advise the employee of the grounds for suspension and the employee shall have a right of appeal to the appropriate committee of the authority. If the authority decide that the grounds were justified then the employee shall forfeit the right to any further payment in respect of that period of absence. Repeated abuse of the sickness scheme should be dealt with under the disciplinary procedure

If you are absent due to sickness during the course of disciplinary proceedings or during investigations into alleged breaches of rules, procedures or contractual obligations, you will not be entitled to sickness payment from the Council (other than SSP).

If you are absent from work due to injury or illness caused by a third party, any payments made by the Council as sickness payment will be classed as a loan; this will be repayable to the Council by you if compensation for loss of earnings is recovered from the third party.

If you are on paid suspension and become unfit for work or unable to attend any necessary meetings due to sickness your suspension may be lifted. If your suspension is lifted, you may no longer be entitled to full pay or sickness payment from the Council other than SSP.

At any time during employment, the Council reserves the right to require you to undertake a medical examination by a GP and/or Specialist appointed by the Council.

## **Return to Work Interviews**

Having regard to its duty of care to its employees, the Council may complete a return-to-work interview after any sickness absence. This will ensure that you are fit for work and whether you anticipate any further absence relating to your illness. This will also give you an opportunity to discuss any concerns you may have regarding your illness with your Line Manager.

## **Disciplinary Action**

Failure to follow the reporting procedure as set out above may result in sick pay being delayed or withheld and action under the Disciplinary Procedure being taken.

If you have been absent due to sickness and are found not to have been genuinely ill, you may be subject to action under the Disciplinary Procedure, which could include dismissal.

## Appointments

You are normally expected to ensure that appointments to visit the doctor, dentist, hospital, etc. are made in your own time and outside normal working hours. In the event that this is not reasonably practicable, time off work will be permitted to attend such appointments, providing that the appointment is substantiated with an appointment card (if requested), and the timing of the appointment causes as little disruption as possible, i.e. at the beginning or end of the working day.

In the above cases, employees may take time off during core time and will be credited with a maximum of two hours. Any time taken in excess of this should be debited from their flexible time or normal working hours.

Medical treatment, which is required to last for a whole day, or renders the employee unfit to return to work, should be counted as sick leave.

## Access to Medical Records

In certain circumstances it may be necessary for the Council to obtain a Medical Report from your Doctor/Specialist/Occupational Health in order to establish:

- the reason for and likely duration of absence
- when you will be able to return to work, and whether the problem will recur
- what, if any, treatment is being prescribed
- whether you can carry out all the duties of the job, and
- what, if any, reasonable adjustments are recommended

This will enable the Council to plan workloads. It is in the interests of both yourself and the Council to establish, with the benefit of expert medical opinion, your ability to work. You have certain rights under the Access to Medical Reports Act 1988.

Your Doctor/Specialist/Occupational Health cannot submit the report to the Council without your consent. You may withhold consent to the report being sought or can request to see the report prior to it being forwarded to the Council.

If you indicate that you wish to see the report in advance, the Council will inform you when the Doctor/Specialist/Occupational Health has been written to, and the Doctor/Specialist/Occupational health will also be notified that you wish to see the report. You then have 21 days to contact the Doctor/Specialist/Occupational Health regarding arrangements to see the report.

Should you indicate that you do not wish to see the report before the Council, you still have the right to write to the Doctor/Specialist/Occupational Health if the report has not been provided to the Council, and you have 21 days to contact the Doctor/Specialist/Occupational Health regarding arrangements to see the report. You have the right to ask the Doctor/Specialist/Occupational Health for a copy of the report for up to 6 months after it has been supplied. (There may be a charge for this.)

You may ask the Doctor/Specialist/Occupational Health to amend any part of the report which you consider to be incorrect or misleading. If the Doctor/Specialist/Occupational Health is not in agreement, you may attach a statement of your views with the report. If the Doctor/Specialist/Occupational Health thinks that you or others would be harmed by the report, or any part of the report, it can be withheld from you.

No decision will be made that could affect your employment without careful consideration of all the circumstances.

Where the Council wishes to obtain a medical report, you will be asked for your written consent. Should you withhold such consent the Council will take a decision regarding your continuing employment without the benefit of medical opinion.



# Return to Work Interview & Form

**A return to work interview should take place, in private, after every period of absence.**

In the majority of cases the interview will be informal, simple and fast. The purpose of the interview is to have a two-way discussion, employees should feel that their manager is supporting them and they should be given every opportunity to discuss any concerns they may have with regard to their absence.

Begin the interview by welcoming back the employee and letting them know they have been missed

Explain the purpose of the interview and make it clear that it is routine to conduct one with all employees who are absent due to sickness and on every occasion of absence

You need to check that the employee has followed the correct absence reporting procedures and completed a self-certificate form, which should be attached to this form (effective from 1st day of absence)

You need to gain information on the following:

1. The reason for the absence and whether the employee is fit enough to resume their duties
2. Whether temporary adjustments need to be made to their duties or to the workplace such as a phased return after long term sickness
3. Whether the absence was work related
4. What preventative measures they are taking to reduce the likelihood of such absence occurring in the future

In cases of persistent absence you should remind the employee of the importance of full attendance and the impact their absence has on their colleagues, the team and service delivery. You should explain, with sensitivity dependant on circumstances, that continued periods of absence could lead to formal action being taken.

In all cases you should summarise any action you have agreed should take place, for example referral to Occupational Health, changes to working arrangements, etc

## Incorrect Sickness Reporting

### **Procedure for Interviewers, Line Managers and Heads of Service.**

All staff are expected to report sickness in accordance with the town council's sickness reporting policy and procedure, which may include local arrangements within specific teams. Should a member of staff fail to report their sickness correctly this MUST be picked up in their return to work interview.

#### First instance of incorrect reporting

Person undertaking the return to work interview (the interviewer) to address the incorrect reporting at the interview, noting any mitigating circumstances, reminding the individual of the correct reporting procedure and making a note on the individual's personnel file of the conversation.

#### Subsequent instances of incorrect reporting

The interviewer to complete the return to work interview, and note the incorrect reporting of sickness. Immediately after the return-to-work interview is complete, separately conduct an investigation meeting to establish what happened, why the individual did not report sickness correctly and noting any mitigating circumstances.

The interviewer to pass this investigation report to their line manager/head of service for them to determine whether a disciplinary meeting is required in line with the Council's Disciplinary and Grievance Policy.

# DUNSTABLE TOWN COUNCIL

## Self-Certificate for sickness and injury absence

This form must be completed by an employee returning to work after sickness or injury absence.

***Please complete in BLOCK CAPITALS***

Name	
Department	
Job Title	
Payroll Number	

**I certify that I was unfit for work because of sickness on:**

First Day Absent		day	Date	
Last Day Absent		day	Date	
Day Returned to Work		day	Date	

The reason for my absence was: (it is not enough to say "sick", "felt ill", etc)

Was this absence due to an injury at work?	Yes		No	
Did you consult your doctor on this occasion?	Yes		No	
If you were absent for more than 7 days, have you submitted a MED3/Fit Note?	Yes		No	

I declare that the information given above is true. I understand that it will be used to establish my right to sick pay and that to give false or misleading information can result in disciplinary proceedings which may lead to dismissal.

Signed		Date	
--------	--	------	--

# DUNSTABLE TOWN COUNCIL

## Employee absence - Return to work meeting

Employee Name	
Job Title	
Payroll Number	
Date of Meeting	
Manager Conducting Meeting	
Manager's Job Title	

### PREVIOUS ABSENCES (IN 12-MONTH ROLLING PERIOD) Not including this occurrence

Occurrences	
Days Absent	

### DETAILS OF LATEST ABESENCE

First Day Absent	
Date Returned to Work	
Last Day Absent	
Total number of days absent	
Total number of working days absent	

### DISCUSS THE FOLLOWING QUESTIONS:

The following questions are a **guide** for line managers to follow to ensure that all aspects of the return-to-work meeting are discussed and documented. **Please record all answers or discussions and recommendations or actions on this form.**

## REASON FOR ABSENCE

What was the reason for the absence? Give details.				
Sickness or illness	Yes		No	
Mental Health	Yes		No	
Injury. How did the injury occur?	Yes		No	
Medical Procedure. (Includes dental).	Yes		No	
<i>You <b>must</b> give details of the above answers:</i>				

## ACCIDENT AT WORK

Was this absence due to an accident or injury at work?	Yes		No	
If yes, did they report the accident or injury to a manager?	Yes		No	
If yes, was an accident form completed?	Yes		No	
<i>You <b>must</b> give details of the above answers:</i>				

## FIT TO RETURN

Is the employee fully fit and ready to return to work?	Yes		No	
Did the employee seek medical assistance?	Yes		No	
Does the employee have a doctor's note saying they are fit for work?	Yes		No	
Has a doctor recommended any actions?	Yes		No	
Is there anything that might affect their recovery?	Yes		No	
Is the absence related to an ongoing medical condition?	Yes		No	
Has the employee been referred for any specialist treatment?	Yes		No	
Was the absence related to disability or pregnancy?	Yes		No	
Does the employee require any actions to support their return to work?	Yes		No	
Was the absence connected with their work?	Yes		No	
Is there anything we can do to help?	Yes		No	

You **must** give details of the above answers:

#### OTHER ITEMS FOR DISCUSSION

Have you updated the employee on any changes at work while they have been off?	Yes		No	
Have you let the employee know that the information they share is confidential? (Unless there are any safeguarding concerns).	Yes		No	
Did they follow the correct sickness reporting procedure?	Yes		No	

You **must** give details of the above answers:

#### IF THERE HAVE BEEN 3 OR MORE SICKNESS ABSENCES IN THE LAST 12-MONTHS DISCUSS THE FOLLOWING:

Are the absences related?	Yes		No	
Are there any actions <b>we</b> can put in place to prevent further absences?	Yes		No	
Are there any actions <b>they</b> can put in place to prevent further absences?	Yes		No	
Have actions from any previous discussions been carried out?	Yes		No	
Do they require further support?	Yes		No	
Have they contacted the Employee Assistance Program (EAP) for support?	Yes		No	
Have they received help from the EAP?	Yes		No	
Is there anything we can do to help?	Yes		No	

You **must** give details of the above answers:

## MANAGER'S ASSESSMENT OR RECOMMENDATIONS

*Discuss with employee any recommendations. Can be at a secondary meeting if you require time to assess or get further information or advice.*

Do further actions need to be put in place?	Yes		No	
Do you require the employee to have an occupational health assessment?	Yes		No	
Do any reasonable adjustments need to be made?	Yes		No	
Does the employee need mental health support?	Yes		No	
Do you recommend the employee contacts the Employee Assistance Program?	Yes		No	
Is a workplace assessment or risk assessment needed?	Yes		No	
Does a review meeting need to take place to discuss progress of any actions?	Yes		No	

*You **must** give details of the above answers:*

I confirm that I have given full details of the meeting as required above and that I have discussed/informed the employee of any recommendations or actions that now need to be put in place.

Manager's Signature		Date	
Employee's Signature		Date	

## **NJC SICKNESS SCHEME EXTRACT FROM THE GREEN BOOK**

10.1 The scheme is intended to supplement Statutory Sick Pay and Incapacity Benefit, Employment and Support Allowance or equivalent social security benefit so as to maintain normal pay during defined periods of absence on account of sickness, disease, accident or assault.

10.2 Absence in respect of normal sickness is entirely separate from absence through industrial disease, accident or assault arising out of or in the course of employment with a local authority. Periods of absence in respect of one shall not be set off against the other for the purpose of calculating entitlements under the scheme.

10.3 Employees are entitled to receive sick pay for the following periods:

- During 1st year of service 1 month's full pay and, after completing 4 months' service, 2 months' half pay
- During 2nd year of service 2 months' full pay and 2 months' half pay
- During 3rd year of service 4 months' full pay and 4 months' half pay
- During 4th and 5th year of service 5 months' full pay and 5 months' half pay
- After 5 years' service 6 months' full pay and 6 months' half pay

Authorities shall have discretion to extend the period of sick pay in exceptional cases.

10.4 The period during which sick pay shall be paid, and the rate of sick pay, in respect of any period of absence shall be calculated by deducting from the employee's entitlement on the first day the aggregate of periods of paid absence during the twelve months immediately preceding the first day of absence.

10.5 In the case of full pay periods sick pay will be an amount which when added to Statutory Sick Pay and Incapacity Benefit, Employment and Support Allowance or equivalent social security benefit receivable will secure the equivalent of normal pay.

10.6 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, Employment and Support Allowance or equivalent social security benefit receivable, so long as the total sum does not exceed normal pay.

10.7 Normal pay includes all earnings that would be paid during a period of normal working, but excluding any payments not made on a regular basis.

10.8 The Employment and Support Allowance or equivalent social security benefits to be taken into account for the calculation of sick pay are those to which an employee is entitled on the basis that the employee has satisfied so far as is possible:

- (i) the conditions for the reporting of sickness as required by the authority;
- (ii) the claiming of benefits



(iii) the obligation to declare any entitlement to benefits and any subsequent changes in circumstances affecting such entitlement.

10.9 An employee who is prevented from attending work because of contact with infectious disease shall be entitled to receive normal pay. The period of absence on this account shall not be reckoned against the employee's entitlements under this scheme.

10.10 If an employee abuses the sickness scheme or is absent on account of sickness due or attributable to deliberate conduct prejudicial to recovery or the employee's own misconduct or neglect or active participation in professional sport or injury while working in the employee's own time on their own account for private gain or for another employer sick pay may be suspended. The authority shall advise the employee of the grounds for suspension and the employee shall have a right of appeal to the appropriate committee of the authority. If the authority decide that the grounds were justified then the employee shall forfeit the right to any further payment in respect of that period of absence. Repeated abuse of the sickness scheme should be dealt with under the disciplinary procedure.

#### Sickness Scheme

4.1 An employee shall not be entitled to claim sick pay under the scheme unless:

- (i) notification is made immediately to the person identified for this purpose by the authority;
- (ii) further notification is made as required by the authority;
- (iii) a doctor's statement is submitted to the authority not later than the eighth calendar day of absence;
- (iv) subsequent doctor's statements are submitted as necessary;
- (v) in cases where the doctor's statement covers a period exceeding fourteen days or where more than one statement is necessary, the employee must, before returning to work submit to the authority a final statement as to fitness to resume duties;
- (vi) on return to work the employee signs a statement detailing the reasons for absence for all absences up to and including seven days.

4.2 An employee shall, if required by the authority at any time, submit to a medical examination by a medical practitioner nominated by the authority, subject to the provisions of the access to Medical Reports Act 1988 where applicable. Any costs associated with the examination should be met by the employing authority. Where it is necessary to obtain a second medical opinion, it should be provided by an independent medical referee.

4.3 Where, for the purpose of qualifying for sick pay under the scheme, an authority requires a doctor's statement from an employee, the authority will reimburse the employee the cost of such a statement on the provision of a receipt.

4.4 An employee who falls sick during the course of annual leave shall be regarded as being on sick leave from the date of a doctor's statement.

4.5 Where an employee is receiving sick pay under the scheme, sick pay should continue if a public or extra statutory holiday falls during such sickness absence. No substitute public or extra statutory holiday should be given.

4.6 Widows and married women exercising their right to be excepted from the payment of full rate National Insurance Contributions shall be deemed to be insured in their own right for all National Insurance benefits.

**DUNSTABLE TOWN COUNCIL**

**PERSONNEL SUB-COMMITTEE**

**THURSDAY 13 JUNE 2025**

**THE COUNCIL'S STAFF ESTABLISHMENT**

<b>Purpose of Report:</b>	This report informs Members of the Council's staff establishment and associated terms and conditions of employment as of 1 April 2025
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**1. ACTION RECOMMENDED**

- 1.1 That members note the content of this report, informing them of the current staff establishment and their main terms and conditions of employment and make comment as to any amendments or reviews they wish to consider.

**2. INTRODUCTION**

- 2.1 Every year there are changes to the Council's staffing establishment for various operational reasons. This report sets out the staffing establishment and associated terms and conditions for all staff as of 1 April 2025.

**3. THE COUNCIL'S STAFF ESTABLISHMENT 2025**

- 3.1 As of 1 April 2025, the Council employs the following breakdown of full time, part time, seasonal and casual staffing posts:

<b>Status of Employment</b>	<b>Number of Staff</b>
Full-time	35
Part-time	13
Fixed-term	5
Casual	28

- 3.2 A copy of the latest staff structures can be found at Appendix 1.
- 3.3 Of the 53 established posts, the breakdown of staff on specific salary bands is as follows (a copy of the current Council pay bands is given at appendix 2). Members should note that the 2025/2026 pay award has not yet been awarded.

Spinal Column Point	Pay Band	No of Posts
Living Wage Foundation	£12.60 p/h	-
2-3	£23,656 – 24,027	currently superseded by LWF
4-12	£24,404 – 27,711	24
13-24	£28,163 – 34,314	14
25-35	£35,235 – 44,711	10
36-46	£45,718 – 56,709	1
47-59	£58,063 – 80,247	3
60-66	£82,222 – 95,176	1

3.4 Members should note that in 2014, the Town Clerk and Chief Executive was delegated authority to make minor changes to the Council's staff establishment without member approval if there were no detrimental financial implications.

3.5 In addition to an annual salary, the main pay and benefits for all established staff are in line with National Joint Committee (NJC) terms and conditions and are summarised as follows:

i) **Sickness – After 5 years' service** - Full pay entitlement for the first 6 months of sickness and 6 months at half pay thereafter. Shorter periods of service provide reduced entitlement.

ii) **Annual Leave** - A minimum of 25 annual leave days up to a maximum of 33 days depending on pay grade and length of service

iii) **Overtime** - Apart from the Town Clerk and Chief Executive, all staff are entitled to overtime rates of time and a half (normal days and Saturdays) and double time (Sundays and Bank Holidays), capped at spinal column point 28. Time off in lieu is also given for Bank Holidays.

iv) **Pension** - All established staff are eligible to join the Local Government Pension Scheme (LGPS).

v) **Working Hours** – All full-time staff are contracted to work a 37-hour week. For some employees this will include weekend work. Part time employees' hours will vary.

vi) **Flexi-time, lieu time and flexible working** – Some staff are eligible to participate in the Council's flexi-time scheme that has core hours of 10.00 am to 4.00 pm and 8.00 am to 6.00 pm outside of these hours. All staff are eligible for lieu time. At their Service Head's discretion, flexible working is also permitted; this includes home working.

vii) **Car mileage scheme** – All staff that use their cars for business use are eligible to claim for business use miles at nationally established rates.

- 3.6 All staff have access to a staff handbook and the induction process makes staff aware of other Council personnel policies available on the Council's electronic filing system and BrightHR system.
- 3.7 All members of staff have a job description/specification, and all staff are issued with a contract of employment. All receive an annual performance appraisal and a 6-month review.
- 3.8 The Council's pay roll is administered by a locally sourced company. The total value of the Council's payroll is approximately £2,355,000 per annum.
- 3.9 The Council is an Investors in People, Silver Award (Established) employer.

#### **4. APPENDICES**

- 4.1 Appendix 1 - DTC Staff Structure
- 4.2 Appendix 2 – NJC Pay Scales 2025/2026 (pay award pending)
- 4.3 Appendix 3 – Terms & Conditions
- 4.4 Appendix 4 – Casual Worker Agreement

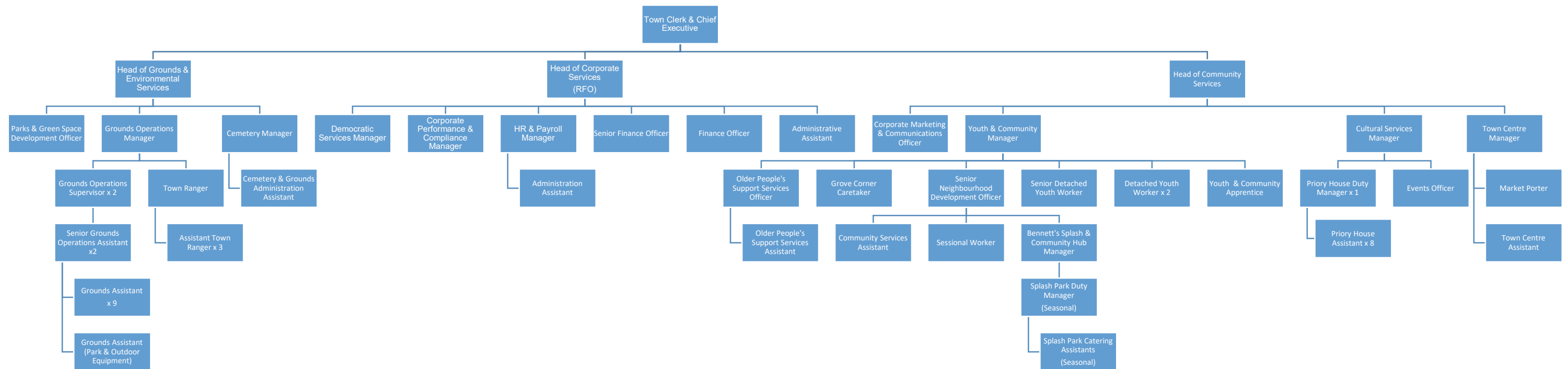
#### **5. BACKGROUND PAPERS**

- 5.1 Whilst only the Town Clerk and Chief Executive reports directly to the Council as a body, it is important for all members to keep abreast of employment arrangements within the Council to assist them in undertaking their responsibility as an employer.

#### **6. AUTHOR**

- 6.1 Kelley Hallam – HR & Payroll Manager  
E-mail – [kelly.hallam@dunstable.gov.uk](mailto:kelly.hallam@dunstable.gov.uk)

# Dunstable Town Council Staff Structure April 2025



DUNSTABLE TOWN COUNCIL				
PAY SCALES				
2025/2026				
Pay Award for 2025/2026 has not yet been agreed				
Spinal Column Point (SCP)	Annual Salary	Hourly Rate	Pensionable Pay EE Contribution Bands from April 2025	
LW	£24,309	£12.60	Up to £17,800	5.50%
2	£23,656	£12.26	£17,801 - £28,000	5.80%
3	£24,027	£12.45		
4	£24,404	£12.65		
5	£24,790	£12.85		
6	£25,183	£13.05		
7	£25,584	£13.26		
8	£25,992	£13.47		
9	£26,409	£13.69		
10	£26,835	£13.91		
11	£27,269	£14.13		
12	£27,711	£14.36		
13	£28,163	£14.60	£28,001 - £45,600	6.50%
14	£28,624	£14.84		
15	£29,093	£15.08		
16	£29,572	£15.33		
17	£30,060	£15.58		
18	£30,559	£15.84		
19	£31,067	£16.10		
20	£31,586	£16.37		
21	£32,115	£16.65		
22	£32,654	£16.93		
23	£33,366	£17.29		
24	£34,314	£17.79		
25	£35,235	£18.26		
26	£36,124	£18.72		
27	£37,035	£19.20		
28	£37,938	£19.66		
29	£38,626	£20.02		
30	£39,513	£20.48		
31	£40,476	£20.98		
32	£41,511	£21.52		
33	£42,708	£22.14		
34	£43,693	£22.65		
35	£44,711	£23.17		
36	£45,718	£23.70	£45,601 - £57,700	6.80%
37	£46,731	£24.22		
38	£47,754	£24.75		
39	£48,710	£25.25		
40	£49,764	£25.79		
41	£50,788	£26.32		
42	£51,802	£26.85		
43	£52,805	£27.37		
44	£54,072	£28.03		
45	£55,367	£28.70		
46	£56,709	£29.39		
47	£58,063	£30.10	£57,701 - £81,000	8.50%
48	£59,300	£30.74		
49	£60,903	£31.57		
50	£62,378	£32.33		
51	£63,881	£33.11		
52	£65,943	£34.18		
53	£68,000	£35.25		
54	£70,065	£36.32		
55	£72,145	£37.39		
56	£74,198	£38.46		
57	£76,276	£39.54		
58	£78,315	£40.59		
59	£80,247	£41.59		
60	£82,222	£42.62	£81,001 - £114,801	109.90%
61	£84,243	£43.67		
62	£86,319	£44.74		
63	£88,366	£45.80		
64	£90,637	£46.98		
65	£92,878	£48.14		
66	£95,176	£49.33	£114,801 - £135,300	10.50%



DUNSTABLE  
TOWN COUNCIL

Date

NAME

## **STATEMENT OF TERMS AND CONDITIONS**

This contract of employment is made between:

Dunstable Town Council of Grove House, 76 High Street North, Dunstable, Bedfordshire, LU6 1NF (referred to in this contract as “we”, “us” or “the Council”)

And

XX of XX (referred to in this contract as “you” or “your”).

### 1. **INTRODUCTION**

This Statement is given to you as required by the Employment Rights Act 1996 and sets out the particulars of main terms of employment under which you are employed by Dunstable Town Council (the employer referred to as the “Council” or “Authority”).

Your employment is on the terms and conditions agreed nationally between representatives of both union and employers and contained in the National Agreement on Pay and Conditions of Service of the National Joint Council for Local Government Services (“the Green Book”), as amended from time to time, subject to any conditions specified in this Statement.

#### ***Where living wages applies:***

Your pay will be aligned to the “Living Wage” as dictated by the Living Wage Foundation. Any increase in the hourly rate is determined by the Living Wage Foundation in November each year and such sums will be paid from April of the following year.

A copy of the NJC Conditions of Service is available for inspection at all the Council’s operational bases. The Council will ensure that any further changes in the terms and conditions of employment will be entered into the appropriate record within one month of the change.

This agreement incorporates the provisions contained in any correspondence from the Council offering you employment and our staff policies. You will comply with any rules, policies and procedures set out in the Staff Handbook. If there is any conflict between the terms of this agreement and the provisions of the Council staff policies, which do form part of your contract of employment, the terms of this agreement shall prevail. The Council



reserve the right (to be exercised reasonably) to amend the terms of this agreement and the contents of the staff policies.

## 2. **ANNUAL LEAVE**

Holiday on full pay is as stated in the NJC Conditions of Service. The leave year runs from 1 April to 31 March. Entitlement is dependent upon continuous service in local government and is as follows:

Less than 5 years' service	(25, 27 or 29) days
5-10 years' service	31 days
10 or more years' service	33 days

In addition, you will receive time off for the 8 normal public holidays with pay during the term of the appointment. Part time employees will receive holiday entitlement, including bank holidays, on a pro-rata basis.

New starters will accrue annual holidays on the basis of 1/12th of the annual entitlement for each month of service in the holiday year.

Payment for holidays will be at your normal rate of pay.

All annual holidays must have prior approval and authorisation. The Council will respond as soon as possible to your request for holiday. No responsibility will be accepted for monies lost as a consequence of your failure to follow this procedure.

It is only in exceptional circumstances and by mutual agreement that unused holiday may be carried forward to the following leave year. This will be on the approval of Town Clerk and Chief Executive to a maximum of 5 days.

Should you fall sick prior to or during pre-booked annual holidays there is no entitlement to take those holidays on another occasion unless the Sickness Notification Procedure has been followed, and a Statement of Fitness for Work is provided.

Employees accrue holiday entitlement during Maternity/Adoption/Paternity/Shared Parental/Parental Leave periods.

Upon termination of your employment, payment will normally be made for all unused accrued holiday entitlement on your normal rate of pay. If you have taken more annual holiday entitlement than you have accrued during the holiday year, the balance will be deducted from any outstanding pay. Payment for holidays in these circumstances will be made on a pro-rata basis to your normal working days and your service in the current holiday year.

Where termination of your employment is due to gross misconduct or where the full contractual notice period is not served and worked, unused holiday pay will not be paid, apart from any payment required to meet the statutory minimum holiday obligations.

During your notice period, the Council reserves the right to decide on the dates on which some or all of your outstanding holiday entitlement may be taken.

The content of these clauses does not affect your statutory holiday entitlement under the Working Time Regulations 1998 (as amended).

## 3. **PENSION**

The Council operates a pension scheme that meets the requirements of automatic enrolment. Subject to meeting the requirements of the scheme, you will automatically be enrolled in the Local Government Pension Scheme provided by the Bedfordshire Pension Fund and all information can be found on their website at [www.bedspensionfund.org](http://www.bedspensionfund.org)

Details on how to opt-out are available at [www.bedspensionfund.org](http://www.bedspensionfund.org). If you do opt-out we may periodically enrol you into the scheme as required by legislation, but we will contact you with the details at that time.

4. **OTHER PAID LEAVE**

You may be entitled to maternity/paternity/adoption/shared parental/parental bereavement leave and pay in accordance with the current Green Book provisions.

5. **TRAINING**

It is a specific contractual requirement that you attend/complete all mandatory training paid for by the Council, which is allocated to you. Office based supervisions and training sessions will take place during normal office hours. Should you fail to keep your training up to date or attend scheduled training sessions you may be subject to disciplinary action.

AND/OR

You are required to complete **SPECIFY TRAINING** at your own expense and outside your working hours. **Further details of this training are set out in Schedule 1 to this Contract.**

AND/OR

You are entitled to take part in various training courses which we may provide from time to time in-house and/or externally. You should speak to your manager in the first instance if you would like to take a course.

OR

Currently there is no specific training required for the role, and we do not offer any training courses.

6. **ABSENCE FOR SICKNESS OR INJURY AND SICK PAY**

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

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

For sickness or injury absence exceeding seven days (including weekends and other non-working holidays) you must provide the Council with a Statement of Fitness of Work (MED3) (from your doctor or consultant).

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

Sickness payments are made in accordance with the NJC Conditions of Service. In the event of absence through sickness you are required to co-operate in the maintenance of necessary records and should follow the steps laid down in the procedure for reporting sickness which can be found in the staff handbook.

The qualifying days for Statutory Sick Pay purposes are your normal working days.

All payments made include SSP.

As with SSP, the notification procedure must be followed in order to qualify for payment.

Where payable, sickness or industrial injury benefit must be claimed from the appropriate Government Agency and any benefit received must be notified to the Council; such benefits will be deducted from the above payments.

If you are absent from work due to injury or illness caused by a third party, any payments made by the Council as sickness payment will be classed as a loan; this will be repayable to the Council by you if compensation for loss of earnings is recovered from the third party.

At any time during employment, the Council reserves the right to require you to undertake a medical examination by a GP and/or Specialist appointed by the Council.

Eligibility for sickness payment will not prevent the Council from terminating your employment prior to the expiry of the above maximum benefits.

## **7. PERIOD OF NOTICE**

Subject to the terms of the probationary clause, at least **one month's** written notice is required on either side to terminate your employment. Where you have worked for the Council for over five years, the Council will provide a week's notice for each year worked up to a maximum of 12 weeks' notice.

By mutual agreement, these notice periods may be waived.

The Council reserves the right to bring your employment to an end immediately without notice and make a payment to you in lieu of the required notice.

Any payment in lieu will be equal to your basic salary and will not include any bonus or commission payments, or any payment in respect of benefits which you would have been entitled to receive during the period for which the payment in lieu is made.

The Council reserves the right to require you to remain away from work during the notice period. Where we require you to remain away from work during the notice period (whether the employee or the Council gave notice) you are required to comply with all other terms of this contract and any other conditions laid down by the Council. Whilst on full pay, you will not be permitted to work for any other person, Council, corporate body or on his/her own behalf, without the Council's prior written permission.

The Council has the right to terminate your employment without notice or payment in lieu of notice in the case of gross misconduct or if you cease to be entitled to work in the United Kingdom.

The Council reserves the right to require you not to carry out your duties or attend your place of work during the period of notice. In such circumstances, you will however, be expected to be available during working hours should the Council require this.

8. **OBLIGATIONS ON TERMINATION**

On termination of your contract with the Council, you will:

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

9. **GRIEVANCE PROCEDURE**

If you wish to raise any grievance relating to your employment, you should do so with your Line Manager. Further details of the grievance procedure are set out in the Staff Handbook.

10. **DISCIPLINARY PROCEDURE**

The Council's rules and the disciplinary procedure are shown in the Staff Handbook. It is your responsibility to familiarise yourself with these.

11. **APPEAL PROCEDURE**

If you are dissatisfied with any disciplinary decision taken against you, you have the right to appeal which should be sent to the Town Clerk and Chief Executive. Further details of the appeal procedure are set out in the Staff Handbook.

12. **JOB TITLE**

You are employed in the service of this Authority and your appointment is to the post of **Designation**.

**OR**

You are employed as ..... for a fixed term of ..... which will end on ..... without the need for further notice. Either party may terminate this employment within this period by giving the notice detailed in the Notice section.

**OR**

You are employed as ..... for a fixed term which will continue until the (**COMPLETE – task/project**) is completed which is expected to end on ..... Either party may terminate this employment within this period by giving the notice detailed in the Notice section.

**OR**

You are employed as ..... for a fixed term to provide cover during a period of **COMPLETE – Absence/Statutory Leave**) which will end on .....

Without the need for further notice. Either party may terminate this employment within this period by giving the notice detailed in the Notice section.

13. **DUTIES**

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

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

The Council requires the highest standards from you in your performance at work and your general conduct and expect you to always work within the Council's Values and Behaviours. In particular, you must:

- i. unless prevented by incapacity, devote the whole of your working time, attention, and abilities to the business of the Council;
- ii. diligently, honestly, and ethically perform such duties as may from time to time be assigned to you by the Council;
- iii. conduct your personal and professional life in a way which does not risk adversely affecting the Council's standing and reputation;
- iv. comply with all reasonable and lawful directions given to you by the Council;
- v. report your own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee to your Line Manager immediately on becoming aware of it. The Council reserves the right to make reasonable changes to any of your terms of employment. You will be notified in writing of any change as soon as possible and in any event within one month of the change.

14. **SALARY**

Your salary range will be NJC spinal column point (SCP) **X – X**, commencing at SCP **X**, £xxx per annum, **pro rata to 4-month contract (£xxxx per hour) OR pro rata to xx hours per week, which equates to £xxxxx per annum** payable monthly.

***Where living wages applies:***

***You will be paid on the Living Wage as dictated by the Living Wage Foundation, currently £12.00 per hour.***

Your salary will be paid monthly on or about 27<sup>th</sup> of each month directly to your bank or building society account.

The Council has the right to deduct from your pay, or otherwise to require repayment by other means, any sum which you owe to the Council including, without limitation,

- any overpayment of salary;
- any advances or loans made to you by the Council;

- a day's or part day's pay for each day or part day of unauthorised absence. "Unauthorised absence" is not turning up for work unless your absence is due to genuine sickness and you have notified us as set out in the Sickness Policy;
- leave for which prior permission has been granted; genuine reasons outside your control which are acceptable to us;
- the amount of any overpayment of sick pay;
- the amount of any overpayment of holiday pay;
- the cost of any Council property or equipment which you fail to return, allowing for fair wear and tear;
- any loss or damage to Council property caused by your wilful act, carelessness, or negligence;
- any loss or damage suffered by the Council as a result of you terminating your employment without giving or working the required period of notice;
- any shortage or deficiency of stock or cash for which you were responsible;
- any sums you owe to us in respect of training courses, fees, fines etc.

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

If you are prevented from attending your place of work and/or performing your job duties as a result of Police bail conditions, or because of an order or direction given by a Court or relevant regulatory body, then the duration of any such period will be without pay.

## 15. **PLACE OF WORK**

Your place of work will be **LOCATION**, but we reserve the right to change this on a permanent basis upon reasonable notice to you.

**For Grounds Staff - You will be required to work at a number of locations within Dunstable. Primarily your working day will start and finish either at Creasey Park Depot or Dunstable Cemetery, subject to seasonal requirements of the service.**

Due to the nature of the Council's business, you may be required to work at any of the Council's current or future sites, clients, or customers premises or at such other places on a temporary basis as we shall from time to time direct.

You may also in the performance of your duties be required to travel from your normal place of employment to anywhere within the United Kingdom

The Council does not anticipate a requirement for you to work outside the United Kingdom.

## 16. **LENGTH OF SERVICE**

Your employment with this Authority dates from **DATE** and no employment with a previous employer counts as part of your continuous period of employment with this Authority.

**OR**

Your employment with this Authority under this contract will commence OR commenced on .....

However, previous service with other local authorities (**Specify Previous**) may count for certain purposes as specified in the NJC Conditions of Service. Your period of continuous employment began on **DATE**.

17. **PROBATIONARY PERIOD**

For all new employees' confirmation of appointment will be subject to a **six month/week** probationary period which will involve monthly assessment of progress. The Council may, at its discretion, extend the probationary period and will provide you reasons for doing so. At any time before your probationary period has been completed, either you or the Council may bring your employment to an end by giving one weeks' notice (unless termination without notice is appropriate). The Council may decide to pay you in lieu of notice.

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

The appointment is subject to satisfactory references, satisfactory medical report, and satisfactory clearance documents.

18. **PERMISSION TO WORK IN THE UK**

You warrant that you are entitled to work in the UK without any additional approvals. You must notify your manager immediately if you cease to be so entitled at any time during your employment.

Where you have a time limit on your right to work in the UK the Council will repeat document checks as and when required by law.

If you have a current or pending application or appeal, you must:

- Keep the Council up to date with any current or pending Immigration Applications or Appeal.
- Provide the Council with copies of correspondence from UK Visas and Immigration (UKVI) relating to Applications or Appeals such as acknowledgement letters or invitations for Biometric Scanning.
- Provide the Council with a copy of your Leave to Remain Biometric card or other such document provided by the UKVI.
- Inform the Council on a 3 monthly basis if your application or appeal is not completed.

19. **HOURS OF WORK**

Your normal contractual hours of work are **NUMBER** hours a week to be worked **Monday to Friday 9.00am – 5.00pm**

OR

Your normal contractual hours of work are **NUMBER** hours a week. These hours will be organised according to a rota system covering **Monday to Sunday 6.00am – 10.00pm** which will be published one week in advance. Due to the nature of your duty's unsociable hours, weekends and bank holidays are considered to be normal hours of work and you will be required to work at these times.

OR



You are required to work **NUMBER** hours per week, at times to suit the needs of the Council's business between the hours of **Monday to Saturday 8.00am to 6.00pm**.

You are required to work flexibly and will at times be required to work unsociable hours including **evenings, weekends, and bank holidays**.

You are entitled to an unpaid break of **30** minutes, to be taken at a time agreed with your manager.

You may choose to work your weekly hours in accordance with the Council's scheme of flexible working hours which allows officers discretion in arranging working time.

**Grove House based - You are entitled to participate in the Council's flexi-time scheme, as set out in the staff handbook.**

The Council reserves the right to vary the times of working in line with business requirements.

You may be required to work in the evenings and at weekends as specified in the Job Description or we may require you to work additional hours (overtime) on a temporary or regular basis.

If you are required to work additional hours you may take time off in lieu at a time agreed between you and the Council, or you will be paid at your normal basic rate for those hours. Additional hours worked over and above the normal full-time working week of 37 hours will be reimbursed at current NJC rates. Exceptional additional hours required to be worked must be approved by the Council.

All overtime that you carry out must be expressly approved in advance by your Line Manager failing which you will not be paid for any work that you do in addition to your normal hours of work.

## 20. **HEALTH AND SAFETY**

Dunstable Town Council recognises its legal obligations under the Health and Safety at Work, etc. Act 1974 to provide appropriate health and safety training and to ensure safe and healthy premises for all employees and visitors. Employees are expected to co-operate with management on health and safety matters, take care of their own health and safety, the health and safety of others and not to interfere with or misuse anything provided for health and safety purposes.

A copy of the Health and Safety Policy can be found in the Staff Handbook.

## 21. **OTHER EMPLOYMENT**

You are required to devote the whole of your time, attention, and abilities during your hours of work to your duties with the Council and may not undertake any other work during this time.

You may not without the prior consent of the Council (which will not be unreasonably withheld) engage in any business or employment which is similar to or competitive with the business of the Council, or which could be considered to impair your ability to act at all times in the best interests of the Council, outside your hours of work for the Council.



If you do engage in any other employment, you must notify the Council in writing of hours worked elsewhere to enable the Council to comply with its statutory obligations.

22. **CONFIDENTIALITY**

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

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

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

All Confidential Information belongs to the Council, and you must return it (including copies) to the Council when requested during your employment or when your employment ends. You will need to confirm that you have safely and securely deleted all versions and copies. The Council may withhold any salary or other sum due to you until such time as all confidential information has been returned to the Council.

These provisions on Confidential Information do not affect your right to make a protected disclosure as defined by the Employment Rights Act 1996 (see our Whistleblowing Policy), or your duty to disclose Confidential Information if the law or a regulatory obligation requires that.

23. **EXCLUSION OF THIRD-PARTY RIGHTS**

This Statement does not create any right enforceable by any person not a party to it.

24. **MONITORING OF PERSONAL COMMUNICATIONS**

You should be aware that the Council may monitor, intercept or record all communications received or made via the Council's telephone system or any other system including e-mail and internet usage. Full guidance is given in the Staff Handbook as to what is acceptable computer/telephone usage. Monitoring may be conducted by any member of management but will be for work-related purposes only.

25. **DATA PROTECTION**

The Council has developed guidelines, which are set out in the Staff Handbook, for the processing of personal data to meet the requirements of current legislation; the Council may change these guidelines at any time at its discretion. The Council will keep personal information on you and disclose such information when required in accordance with the Staff Handbook. The processing of information which is held about yourself is necessary for the performance of your employment contract.

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

26. **COUNCIL PROPERTY**

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

You may also be given the use of other facilities owned by the council including mobile phone, laptop/desktop computer, keys/alarm fobs, social media accounts.

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

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

27. **CCTV**

It is brought to your attention that the Council operates CCTV at some of its premises for security and monitoring purposes.

The Council reserves the right to view and monitor CCTV footage for work-related purposes.

28. **LAY OFF**

In the event of a situation which prevents us from providing you with work in or throughout any day, for example a short term downturn in work (as an alternative to declaring redundancies) or in the event of an occurrence outside of our control (including, without limitation, fire, Act of God, industrial action affecting a third party), we are entitled not to provide you with work and not to pay you any salary or wages under your contract of employment (except a Statutory Guarantee Payment insofar as required). We are also entitled in such circumstances to place you on short time working.

29. **OTHER BENEFITS**

(a) Employee Assistance Programme; Details of any current scheme may be found in the relevant section of the Staff Handbook or from HR.

(b) Wagestream; Details of the scheme may be found in the relevant section of the Staff Handbook or from HR.

(c) Staff Discount on food, beverages, gifts and special events at Priory House and the Splashside Café.

After successful completion of your probationary period, you may be provided with the following benefits during your employment, subject to any rules applicable to the relevant benefit:

(d) Vivup; Details of the scheme may be found in the relevant section of the Staff Handbook or from HR.

(e) Health Assessments; Details of the scheme may be found in the relevant section of the Staff Handbook or from HR.

Any such benefits or schemes are not contractual and may be replaced or withdrawn or the terms amended, at any time on reasonable notice to you.

### **30. REFERENCE DOCUMENTS**

The National Agreement on Pay and Conditions of Service of the National Joint Council ("the NJC") for Local Government Services ("the Green Book") applies to your employment save as amended by this contract.

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

### **31. VARIATION OF TERMS AND CONDITIONS OF EMPLOYMENT**

The Council reserves the right to make reasonable changes to any of your terms and conditions of employment, including following a relevant transfer under the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended.

You will be informed of any such changes in writing, the changes taking effect from the date of the notice. Significant changes to your contract of employment will be notified to you not less than one month in advance.

### **Declaration**

I acknowledge receipt of this Statement and confirm that I have read and understood the Statement and accept the appointment on the terms and conditions stated.

For the purpose of the application of statutory holiday entitlement under the Working Time Regulations, I agree that the holiday section of this Statement will be held to be a "relevant agreement".

I understand that copies of the Council's Policies and Procedures are kept in the offices of all work locations and on the 'shared drive.'

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

Signed by the Employee .....

Name (Print) .....

Date .....

Signed on behalf of the Council .....

Name (Print) .....

Date .....

DATE

NAME

## **Agreement for Casual Work**

### **1. Status of this Document**

This document sets out the basis on which Dunstable Town Council (the "Council") may engage you from time to time as a casual (or "zero hours") worker.

This is not an employment contract, and it does not give you any employment rights, other than those to which workers are entitled. In particular, it does not create any obligation on the Council to provide work to you and you will work on a flexible, "as required" basis.

### **2. Offers of Work**

We are not obliged to provide work for you, except when you are actually working on an assignment for us. We make no guarantee of any work, or any minimum amount of work, being made available to you at any time. We will not give reasons for any decision to offer or not to offer an assignment to you.

### **3. Conditions of any Offer of Work**

You will work on a flexible 'as required' basis. Any offer of work made to you is conditional on you having the right to work in the United Kingdom and on you providing documentary evidence of your right to do so, in line with current legal requirements. We may terminate any assignment, at any time, without notice, if you do not have the right to work in the United Kingdom.

### **4. Assignments**

Each offer of work that you accept will be treated as an entirely separate assignment. There will be no relationship between you and the organisation after the end of any assignment and before the start of any later assignment. The fact that we offer you work on one or more occasions does not give you any entitlement to regular work or to continuity of employment.

No probationary period applies to your contract.

### **5. Notification of Availability of Work**

Using the contact details you have given us, we shall give you as much notice as is reasonably practicable of the hours of work available for you, but we reserve the right to make changes as the needs of the Council dictates.

## **6. Acceptance of Assignments**

You are under no obligation to accept any work offered by the Council at any time. If you accept an assignment, the Council will expect you to complete the assignment.

You must notify us of your acceptance of an offer of work by contacting the line manager that is offering the assignment.

Once you have accepted an offer of work, you must inform us immediately, by contacting the line manager by telephone, if you are unable to fulfil the assignment for any reason. In the event that an assignment is not completed, you will be paid on an hourly basis for the work completed.

If the Council needs to cancel the assignment, it will notify you as soon as reasonably practicable.

The Council reserves the right to terminate an assignment at any time for operational reasons. You will be paid for all work done during the assignment up to the time it is terminated.

## **7. The Work**

The precise description and nature of the work required may vary between assignments and you may be required to carry out other duties to meet the needs of the organisation.

You may be offered work on bank and public holidays.

## **8. Place of Work**

The Council may offer you work at various locations. You will be informed of the relevant place of work for each assignment.

You will not be required to work outside the UK.

## **9. Hours of Work**

Your hours of work during an assignment will vary depending on the needs of the Council but you will generally be expected to work between the hours of [7.00 am] to [10.00 pm] [from [Monday] to [Sunday] OR on the following days [LIST DAYS]].

You will be notified of the hours required for each assignment. You will be entitled to an unpaid break of 30 minutes during any assignment where you are required to work for more than six hours in one day.

Under the Working Time Regulations 1998, your average working time is limited to 48 hours a week. However, you can opt out of this limit if you wish to. Please request a form from the Business Support Manager to confirm whether you wish to opt out.

If you do not opt out, we shall be under a legal obligation to ensure that we do not offer you work that could result in you exceeding the 48-hour limit. You may be working for other organisations as well as Dunstable Town Council so you are required to provide us with the details of all the hours that you work for other organisations, so that we can ensure you do not exceed the 48-hour limit.

## **10. Pay**

We will pay you a minimum of £12.00 an hour, which will be subject to deductions for tax and national insurance as appropriate. You will only be paid for the hours that you work.

We will pay you in arrears, at monthly intervals directly into your bank account for work completed in the previous assignment(s) on or about the 27th of each month.

## **11. Holiday**

As a worker, you are entitled, under the Working Time Regulations, to paid holiday in each holiday year (which runs from 1 April to 31 March each year).

You are deemed to be an irregular hour's worker for the purposes of annual leave entitlement and pay. As a result, you will accrue annual leave at a rate of 12.07% of hours worked in the previous pay reference period, as well as any leave that accrues during periods of sickness or qualifying statutory leave, capped at 28 days in a leave year, in accordance with the Working Time Regulations 1998 (WTR).

Your holiday pay will be calculated in accordance with the WTR. The Council reserves the right to either pay holiday pay when the leave is taken or utilise rolled-up holiday pay which will entail uplifting pay by 12.07% of qualifying pay in that pay reference period. The employer will notify you in advance which method is to be utilised.

If the Council elects to use rolled-up holiday pay, you will still be entitled to take the accrued leave, but it will not be paid at the time you take it. In addition, there will be no entitlement to payment in lieu of accrued but untaken leave on termination of employment.

In order to ensure that you receive the correct amount of statutory annual leave and pay, the Council reserves the right at any time and with no notice to vary the basis on which your holiday entitlement and pay is calculated if they decide that you should no longer be categorised as a worker entitled to annual leave under Regulations 13 and 13A of the WTR or an irregular hours or part year worker under the WTR.

Our rules for booking holiday are in the Staff Handbook. You will only be permitted to take holiday where you have asked for and received prior authorisation according to our rules.

The Council may require you to take holiday on specific days which we shall notify to you in advance. In such circumstances, we will give notice to you at least twice as many days in advance of the start of the holiday as the number of days or part-days holiday that you are required to take.

The Council will not pay you in lieu of untaken holiday except on termination. On termination the Council will pay you in lieu of any accrued but untaken holiday for the holiday year in which termination takes place and any untaken days permitted to be carried forward from the preceding holiday year. The amount of the payment in lieu will be calculated as 1/260th of your full-time equivalent salary for each untaken day of the entitlement. If you have taken holidays in excess of entitlement, we shall be entitled to deduct the excess pay from your final salary payment. If the Council has utilised rolled up holiday pay, on termination you will not be entitled to any payment in lieu of accrued but untaken holiday since you will have already received payment in respect of that leave.

If we have dismissed you or would be entitled to dismiss you immediately without notice or payment in lieu of notice or you have resigned without giving the required notice, such payment in lieu shall be limited to your statutory entitlement under the Working Time Regulations 1998, and any paid holidays (including paid public holidays) taken shall be deemed first to have been taken in satisfaction of that statutory entitlement.

## **12. Sickness**

If you have accepted an offer of work but are then unable to work the hours agreed for the assignment due to sickness or accident, you must inform the line manager by telephone as soon as possible but in any event at least one hour before the assignment was due to start. You will be entitled to statutory sick pay (SSP) at the prevailing rate for any period of sickness or injury during an assignment, but only if you satisfy the relevant qualifying conditions. You will not be entitled to any other payment.

For SSP purposes your qualifying days are the number of days you are contracted to work in the week in which you fall ill or if no days have been contracted to work, the Wednesday of the week in which you fall ill.

We will inform you if you are entitled to SSP at the relevant time.

## **13. Pension**

If you are eligible, we will automatically enrol you into our Pension Scheme after three months employment. Within a month of being enrolled in the Scheme, you can send us an opt-out form if you do not wish to be in the Scheme. If you do not opt out, we will deduct your contributions to the pension scheme from what we pay you. Current details of the Scheme and your rights relating to it, and of your and our contributions, will be provided to you separately.

## **14. Other Paid Leave**

You are not entitled to maternity, paternity, adoption, shared parental, parental bereavement leave however you may be entitled to such family friendly pay in accordance with the current statutory provisions.

## **15. Other Benefits**

You are not entitled to any benefits.

## **16. Training**

It is a specific contractual requirement that you complete all mandatory and health and safety courses assigned to you which the Council will pay for. Office based supervisions and training sessions will take place during normal office hours. Should you fail to keep your training up to date or attend scheduled training sessions your contract may be terminated.

## **17. Deductions**

During or on termination of any assignment, we shall be entitled to deduct from your pay the following:

- the amount of any overpayment of salary, sick pay, holiday pay, bonus or other benefits;
- the amount of any outstanding loans and advances made to you by the organisation.
- any amount due by virtue of any Training Fees Agreement you have entered into with the organisation.
- the cost of any company property or equipment which you fail to return, allowing for fair wear and tear.



- the reasonable cost of making good any loss or damage to our property or any shortfall of cash for which you were responsible caused by your wilful act, carelessness or negligence; and
- any other sums owed by you to the organisation.

## **18. Our Rules and Procedures**

When you are working on an assignment, you must comply with the relevant rules, policies and procedures which are in place.

## **19. Confidential Information**

In consideration of your being accepted into our bank of casual workers and in consideration of the work and pay we give you from time to time, you agree that, except in the proper performance of your work (or as required by law), you will not, while you are a member of our bank of casual workers or at any time thereafter, use Confidential Information for your own benefit or for the benefit of any other person, firm, company or organisation, or directly or indirectly disclose Confidential Information to any person.

'Confidential Information' means information which is not in the public domain, relating to the business, management systems, finances, transactions and affairs of the organisation, its trade secrets, information relating to the business, finances, dealings, transactions and affairs of any customer or client, supplier, agent or distributor of the organisation, and any information which is identified to you by the organisation as being confidential or secret in nature or which ought reasonably to be regarded as confidential.

This obligation does not apply to information disclosed by way of a protected disclosure within the meaning of Part IVA of the Employment Rights Act 1996 or to a relevant pay disclosure made in compliance with section 77 of the Equality Act 2010.

Nothing in this Clause 19 shall prevent you or, where applicable, us (or any of our officers, employees, workers or agents) from:

- a. reporting a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution.
- b. doing or saying anything that is required by HMRC or a regulator, ombudsman or supervisory authority.
- c. whether required to or not, making a disclosure to, or co-operating with any investigation by, HMRC or a regulator, ombudsman or supervisory authority regarding any misconduct, wrongdoing or serious breach of regulatory requirements (including giving evidence at a hearing).
- d. complying with an order from a court or tribunal to disclose or give evidence.
- e. disclosing information to HMRC for the purposes of establishing and paying (or recouping) tax and National Insurance liabilities arising from your engagement or its termination.
- f. disclosing information to any person who owes a duty of confidentiality (which you and we agree not to waive) in respect of information disclosed to them, including legal or tax advisers or, in your case, persons providing you with medical, therapeutic, counselling or support services (provided they owe you a duty of confidentiality which remains unwaived); or

g. making any other disclosure as required by law.

## **20. Our Property**

All documents, materials, hardware and software that we provide to you for use during an assignment, and all information and documents that you produce during an assignment remain our property.

Unless we instruct you otherwise, at the end of each assignment (and at any other time when we ask you) you must return to us all property, equipment, records, correspondence, documents, files, Confidential Information and other information belonging to, or in any way relating to the business and affairs of, the organisation which is in your possession or custody or under your control including, without limitation, passes, keys, credit cards, fuel cards, mobile telephones, tablet computers or memory sticks and documents, correspondence, files, reports and all copies, extracts or summaries thereof. You must also delete, irretrievably, any information relating to our business that you have stored on any electronic or digital storage or memory device that does not belong to us.

## **21. Disciplinary and Grievance Procedures**

There are no disciplinary rules and procedures, or grievance procedures, applicable. However, if you are dissatisfied with any decision to terminate this contract or you are unhappy with another aspect of your work or the working relationship, you should contact the Town Clerk & Chief Executive.

## **22. Collective Agreements**

There is no collective agreement which directly affects your engagement as a worker.

## **23. Ending this Arrangement**

We reserve the right to end any assignment at any time. If this happens, you will be paid for the hours you have worked until the assignment is ended.

If you want us to remove your name from our bank of casual/zero hours staff and no longer want to be considered for casual work you should notify the Business Support Manager, in writing, as soon as possible.

We reserve the right to remove your name from our bank of casual staff at any time but, in particular, if you reject offers of work or fail to attend for agreed assignments as detailed above in the 'acceptance of assignments' clause.

## **Declaration**

I confirm that I have read and understood the contents and implications of this agreement and I accept the terms and conditions set out in it.

**Signed**

.....

**Name (Print)**

.....

**Date**

.....

**Signed** ..... **for the Council**

**Name (Print)** .....

**Dated** .....

## **161/25   Personnel Matters – Verbal update**

To:   All Members:

John Gurney (Council Member), Liz Jones (Council Member), Kenson Gurney (Council Member), Matthew Brennan (Council Member), Matthew Neall (Council Member), Philip Crawley (Council Member), Wendy Bater (Council Member), Mark Davis (Council Member), Gregory Alderman (Council Member), Richard Attwell (Council Member), Johnson Tamara (Council Member), Nicholas Kotarski (Council Member), Louise O'Riordan (Council Member), Michelle Henderson (Council Member), Peter Hollick (Council Member), Trevor Adams (Council Member), Sally Kimondo (Councillor), Robert Blennerhassett (Council Member)