

14th October 2024



To Members of the Personnel Committee

You are hereby summoned to a meeting of the Working Group to be held on **21st October 2024**, at **7.30pm** at Thanet House, 58 London Road, Stroud, to conduct the following business.



Helen Bojaniwska
Town Clerk

AGENDA

1. To receive apologies for absence
2. To receive declarations of interest or requests for dispensations
3. To answer questions from the public
4. To note the minutes of the meeting of the Personnel Committee on 9th April 2024, previously circulated
5. To recommend to Council approval of a new role
6. To note a change to the template contract issued via the Human Resources provider
7. To note the Government's review of the LGPS
8. To approve the exclusion of the press and public for the remaining confidential items
9. To note a temporary change to the working hours of a staff member
10. To note a flexible working request from a staff member
11. To review recommendations from the annual staff reviews including the training budget for 2025-26
12. To recommend a budget to the Council for staff and personnel for 2025-26

Members are reminded that the Council has a general duty to consider the following matters in the exercise of any of its functions: Equal Opportunities (age, race, gender, sexual orientation, faith, marital status, and disability); Crime and Disorder (Section 17); Health and Safety; and Human Rights.

Post	Scale	Hourly Rate	Hours (per week)	Scale point	FTE before pay rise (1/4/2024)	Actual salary before pay rise	Est 2024-25 increase FTE ¹	Est 2024-25 increase ACTUAL ¹	Est 2025-26 increase FTE ²	Est 2025-26 increase ACTUAL ²	Monthly rate	Employer's NI	Employer's pension	Total budget 2025-26
Street Cleaner	SP4-6	£12.01	10	SP4	£23,114	£6,247	£24,404	£6,596	£25,694	£6,944	£578.69	£0	£1,465	£8,410
	SP4-6	£12.42	10	SP6	£23,893	£6,458	£25,183	£6,806	£26,473	£7,155	£596.24	£0	£1,510	£8,665

Foundation Living Wage £12.00 £23,088

Similar posts	Hourly Rate	Hours (per week)	Scale point	FTE	Actual
Loader Ubico	£12.21 to £12.42	37	SP5 to SP6	£23,500 - 23,893	£23,500 - 23,893
Dursley Street Cleaner	£12.01	6	SP4	£23,114	£3,748
Street Cleaner (Boston)	£12.00	37	Fixed rate	£23,088	23088
Street Cleansing Operative	£12.18 - £13.18			£23,424 to £25358	

Street Cleaner – Job Description

Part-time role. Regular working hours will include 6 hours to be worked flexibly on weekdays to accommodate the needs of the service. There will be very occasional weekend working at events to which Dursley Town Council are responsible e.g. Summer Festival, Xmas Light Switch On.

The role will be subject to a completion of a satisfactory probationary period of 3 months.

The role will be paid at SCP 1, currently £10.52 per hour.

A driving license is not essential, but the appointed person will be required to work at various locations within the town.

The ability to work on own initiative without supervision is essential. The job is based outdoors and will require the ability to be able to walk and be physically fit enough to sweep, collect litter for 2-3 hours at a time. The operative will be supplied with a litter trolley and appropriate PPE.

Job Purpose

Dursley Town Council have created this role to complement the existing street cleaning regime which is overseen by Stroud District Council and to keep the town centre and green spaces tidy and free from litter.

The role of Street Cleaner will see the operative clear and remove any litter, glass or other materials discarded within the town centre area. On occasion the operative could be instructed to clear litter from any of the Town Council maintained Green Space areas: War Memorial Recreation Ground, Kingshill Play Area, Highfields Play Area, Kingshill Cemetery and St Marks Closed Churchyard.

The operative will take regular instruction from the Town Clerk on the duties required.

Main Duties

1. Clearing the town centre and Town Council maintained properties of dropped litter etc;
2. To identify and note the main areas of litter pollution within the town by visual inspection;
3. To maintain a weekly record of areas covered, cleaning carried out and problem areas found;
4. To report any graffiti, vandalism or dog fouling to the Town Council office;
5. To report any fly tipped materials to the Town Council office,
6. Occasional weeding of council floral displays;
7. To carry out any other tasks that may be required by the Town Clerk.

Litter Collector – Person Criteria

You will need to meet all of the essential criteria as listed below and should also be able to demonstrate some of the ‘desirable’ qualities.

	Qualities	Essential	Desirable
1	Friendly, approachable and professional at all times while representing the Town council.	X	
2	The ability to work as part of a small team and to perform designated tasks accurately and efficiently	X	
3	The ability to work independently using your own initiative.	X	
4	Availability to work regular weekends and bank holidays		X
5	A generally ‘practical’ nature with the ability to turn your hand to a number of maintenance related tasks.	X	
6	A ‘can-do’ attitude and a willingness to tackle any task.	X	
7	A tidy appearance– uniform will be provided upon satisfactory completion of three month’s probationary period and safety equipment as required.	X	
8	Good level of physical fitness	X	
9	Previous experience working in a related properties maintenance position		X
10	Full UK driving licence holder		X

CONTRACT OF EMPLOYMENT

This statement dated XX/XX/XXXX meets the requirements of the Employment Rights Act 1996. It is the Contract of Employment of the person named below and supersedes any previous such statements or contracts.

Name of Employee: **{{employee.fullname}}**

Name of Employer: **Stroud Town Council**

Address of Employer: Thanet House

58 London Road

Stroud

Gloucestershire, GL5 2AD

Start date: **{{job.startdate}}**

Continuous employment

The date on which your continuous employment began is **{{job.continuousservicedate}}**.

For the purposes of entitlements to annual leave, sick pay arrangements, and maternity arrangements, continuous service includes continuous previous service with any public authority to which the Redundancy Payments (Continuity of Employment in Local Government etc.) (Modification) Order 1999 applies.

Job title: **{{job.name}}**

The Employer may from time to time require you to undertake additional or other duties as necessary to meet the needs of the Employer on a short term basis e.g. holiday or sickness cover.

Probationary period

New employees join the Employer on a six month probationary period.

During and/or at the end of your probationary period you may be asked to attend employment reviews to discuss your overall work performance and conduct. This may include consideration of your absence record, competency, timekeeping, attitude, and interactions with colleagues, service users and visitors. If the Employer is satisfied with your overall work performance and conduct, your continuing employment will be confirmed.

If the Employer is not satisfied with your overall work performance and conduct, your employment will be terminated with the required notice.

The Employer reserves the right in borderline cases to extend the probationary period, in the hope that during any further periods, your work performance and conduct will reach a level that is satisfactory to the Employer. After such further period, a

subsequent employment review will be held and a decision made. Your continuing employment will then either be confirmed, terminated with the required notice or the probationary period could be extended.

Right to work in the UK

You must notify the Employer as soon as you become aware of any changes to your personal circumstances that may affect your right to work in the UK. The Employer reserves the right to conduct periodic checks and/or request documentation in relation to your right to work in the UK as appropriate, at any time.

Driving licence

Where driving is an essential requirement of your role and you lose your licence, you may no longer be able to carry out your duties for the Employer. The Employer will endeavour to find suitable alternative work where this is available but cannot guarantee continued employment in these circumstances. In this event your employment with the Employer may be terminated.

Place of work

****DELETE AS APPROPRIATE****

Your normal place of work is Thanet House, 58 London Road, Stroud, Glos. GL5 2AD OR Libby's Drive, Stroud, Glos. GL5 1RN.

You may be required to work at other locations to meet the needs of the business from time to time.

You will not be required to work outside the UK.

Pay arrangements

Your salary is **£{{salaryhistory.payinpounds}}** per annum.

Payment is made monthly, two weeks in advance and two weeks in arrears, directly into your bank/building society on or around the 15th of each month.

If a mistake is made in the payment of any monies due, the Employer expects to be notified immediately. The error will normally be corrected at the next available opportunity.

Contractual payments and benefits

You are entitled to the following payments and benefits:

Death in service benefit

The Employer provides a death in service benefit of five times your normal annual pay should you die whilst in our employment. Eligibility is subject to the terms of the scheme and full details are available separately.

Injury or assault

In the event of injury or assault at work, or on an Official Duty, leading to incapacity or death, any insurance payments will be made to the nominated next of kin.

Non-contractual payments and benefits

You are provided with the following payments and benefits, but these are provided at the absolute discretion of the Employer and do not form part of your contractual benefits. They can be amended or withdrawn by the Employer without notice at any time:

Time off in lieu (TOIL)

The nature of your position may require you to work additional hours including unsocial hours and weekends, for which you may be entitled to alternative time off in lieu by arrangement. There will be a maximum accrual of 20 hours in any quarter applicable for TOIL. Any additional hours thereafter will be paid at basic rate, but will be subject to the prior approval of the CEO

Accrued TOIL hours must be taken at an agreed and convenient time for the Employer and by no later than the end of the pay period after which they were accrued. If TOIL is taken in the following pay reference period, relevant pay that is received in this period will be deemed earned for working the additional hours in the initial pay reference period. If they are not taken within the specified period the TOIL hours will normally be lost and you will not be paid in lieu of any time not used.

Hours of work

Your normal hours of work are **{{employee.job.hoursaweek}}** hours each week to be worked flexibly in accordance with your agreed working pattern. Where your working day exceeds 6 hours, you will be entitled to an unpaid break of 30 minutes each day. These normal hours of work may be varied from time to time to meet the operational requirements of the Employer.

You may be required to work hours in addition to those above. This may include the need to work shifts, unsocial hours and weekends.

Training

The Employer will provide you with all the necessary training required by your core duties and will meet the costs involved.

Holiday entitlement

The holiday year runs from 1st April to 31st March. Full-time employees are entitled to 23 days' holiday a year calculated at the rate of 1/52nd of the annual entitlement for each completed week of service in the current holiday year.

In addition to the above, you are entitled to 2 statutory leave days and 2 local days normally taken between Christmas and New Year.

On completion of 5 years service your entitlement to holidays will increase to 25 days from the following holiday year.

In terms of taking holiday during your first year of service only, your entitlement to take holidays will accrue each month at the rate of 1/12th of the annual entitlement. Therefore, on your first day of employment you will accrue the right to take 1/12th of the annual entitlement and you will continue to accrue the right to take 1/12th following each month of service (calculated from your start date) during that first year. Where the current accrual includes a fraction of a day other than a half-day, the fraction will be treated as a half-day if it is less than a half-day and as a whole day if it is more than a half-day. At all times, booking a holiday will be governed by the Employer's holiday request rules. However, if your employment terminates at any time, including during the first year, your entitlement will be calculated at an accrual rate of 1/52nd for each completed week of service in a holiday year.

In addition to your holiday entitlement you may take and be paid for the bank/public holidays each year.

The bank/public holidays are: New Year's Day, Good Friday, Easter Monday, the first Monday in May, the last Monday in May, the last Monday in August, Christmas Day and Boxing Day, or such other days as may be substituted.

Part-time employees are entitled to pro-rata holidays.

If you are dismissed for gross misconduct or leave without giving and working your full notice, you will only be entitled to the statutory minimum holidays accrued to the termination date for the current holiday year.

A more detailed explanation is contained in the Employee Handbook.

Holiday pay

Payment for holidays will be at your normal basic rate under your terms and conditions of employment for your normal hours of work.

On termination of employment, holiday entitlement will be calculated at the rate of 1/52nd of the annual entitlement for each completed week of service in the current holiday year. If you have taken less than this entitlement the surplus holiday pay will be added to your final pay. If you have taken more than this entitlement the excess holiday pay will be deducted from your pay.

Sickness absence

The Employer is required to pay Statutory Sick Pay for certain periods of sickness absence. Payment may be made to eligible employees for periods of absence of four days or more. There is a maximum period of 28 weeks payment in one period of incapacity for work.

There is also a Employer sick pay scheme, which is paid in tandem with SSP. The continuation or variation of this scheme is purely at the discretion of the Employer.

A more detailed explanation is contained in the Employee Handbook.

If you receive or are awarded compensation or damages because of your illness or injuries, then any payments that we may have made to you because of the absence must be repaid to us up to an amount not exceeding the amount of the compensation or damages received.

Other leave

Subject to eligibility, as set out in the Employee Handbook, the Employer provides the following statutory leave:

- adoption leave
- carers leave
- maternity leave
- paternity leave
- parental leave
- parental bereavement leave
- shared parental leave

In addition, you are entitled to contractual pay for the following:

- adoption leave
- maternity leave
- paternity leave

Further details can be found in the Employee Handbook.

Disciplinary procedure and rules

Should your conduct or performance fall below the standards required then disciplinary action may be taken. This procedure is designed to help and encourage employees to achieve and maintain the Employer's standards of conduct and performance and should be looked upon as a corrective process.

A more detailed explanation of the procedure and rules is contained in the Employee Handbook.

Disciplinary appeal procedure

You have the right to appeal at any stage in the disciplinary procedure if you are dissatisfied either with a disciplinary decision made against you or the level of penalty imposed. You should do this in writing to the Appeals Committee within five days of receiving your confirmation of discipline letter.

A more detailed explanation of the procedure is contained in the Employee Handbook.

Grievance procedure

If you have any grievance relating to your employment, you should raise it with the CEO in the first instance. If you want the grievance to be dealt with formally, you must raise it in writing.

A more detailed explanation of the formal procedure is contained in the Employee Handbook.

Pension scheme

If you are eligible, we will automatically enrol you into the Local Government Pension Scheme. Within a month of being enrolled in the Scheme, you can send 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.

Collective agreements

Certain conditions of your employment are governed by the current National Agreement on Pay and Conditions of Service of the National Joint Council (NJC) for Local Government Services (the Green Book) unless otherwise amended by this contract.

Notice periods

Notice period to be given by the employee to the employer

Service	Notice
Up to 4 weeks	1 week
Between 4 weeks and 1 year	4 weeks
1 year or more	Increasing by 1 week for each complete year of service up to a maximum of twelve weeks

Notice to be given by the employer to the employee

The Employer has the right to serve notice of termination of your employment at any time in accordance with the notice provisions below.

Less than five years – one month.

Five years' service or more – one week for each complete year of service up to a maximum of 12 weeks.

General

If you leave without giving and working your full notice, any additional cost in covering your duties during the notice period not worked will be deducted from any termination pay due to you.

The Employer may serve immediate notice on you to require you to take some or all of any outstanding holiday entitlement that you may have during your notice period. This clause amends the obligations to provide notice of taking holiday under regulation 15(5) of the Working Time Regulations.

Deduction from pay

If the Employer deems it reasonable that during or on termination of your employment, and after any investigation which the Employer deems appropriate, you should reimburse the Employer for any financial sum and you agree that the Employer has the right to deduct this sum from your pay or any other monies owed to you. You agree to any such deduction/s pursuant to part II of the Employment Rights Act 1996. Examples of deductions which may be made by the Employer include, but are not limited to the following:

- The amount of any overpayment of pay, commission, or bonus.
- Any holiday pay relating to leave you have taken in excess of that which you have accrued at the point of termination.
- Outstanding loan or pay advance repayments.
- Over-claimed or disallowed expenses.
- Any cash floats not repaid by you at the end of your employment.
- Any other sums owed to the Employer by you.
- Costs incurred through Employer Credit Card and/or Fuel Card misuse.
- Cost of any unauthorised personal phone calls/data usage or personal fuel.
- Cost of replacement or repair of Employer property not returned, lost, stolen, or damaged due to your lack of care during or after your employment.
- Other costs reasonably incurred in connection with equipment not returned, returned damaged or unusable during or after your employment (e.g. replacement of locks where keys are not returned).
- Any insurance excess payable by the Employer as a result of damage caused by your negligence or lack of care.
- An amount equal to our reasonable loss or the extra cost of covering your duties should you fail to work your full contractual notice. This applies when you leave employment early without agreement.
- Any fines, penalties or losses sustained that is the result of your carelessness, negligence, deliberate vandalism, dishonesty or a breach of Employer rules.

- Any monies paid or payable by the Employer to any third party due to any conduct undertaken by you for which we may be deemed vicariously liable.
- Any damages, expenses or other monies reasonably payable by us to a third party for your act or omission.
- Any deductions elsewhere under this contract in relation to which the reserved right to deduct applies.
- Any deductions authorised by any separate agreement into which the Employer has entered with you (for example for training costs).

Deduction Procedure

We will investigate where the Employer deems this appropriate, in respect of any deduction we make. Any deduction is by way of compensation, based on a genuine assessment of monies due. Where we deem it relevant and appropriate, we will set out a pre-estimate of losses and this will be provided to you. If the Employer reasonably decides to use any insurance policy to claim for the losses incurred, the amount of any deduction will be no more than the insurance excess. We do not use the deduction provision to impose penalties. However, we may separately follow the disciplinary process around the relevant circumstances if the Employer deems it appropriate.

A repayment plan may be agreed and where insufficient remuneration is due to cover the cost, civil court action may be taken to recover any outstanding debt.

Training costs agreement

The Employer may require you to sign a 'Training costs agreement' form prior to you undertaking any training. This Agreement will authorise the Employer to make a deduction for the cost of the training (on a pro-rata basis) if you fail to complete any relevant course and/or sit and pass all or any tests or exams associated with it, or if your employment ends within the agreed term (stipulated in the agreement) of completing any training course for any reason except redundancy.

Pay in lieu

Whether following a resignation or a dismissal, it is agreed that the Employer may terminate your employment with immediate effect on notification that a payment in lieu of notice is to be made to you. You shall not be entitled to any benefit other than pay in respect of any period for which payment in lieu is to be made.

Garden leave

The Employer reserves the right to require you to remain away from your place of employment for all or part of your notice period, with or without work, whether you or the Employer gives notice. You must accept that whilst still employed by the Employer on notice either at home or on Employer premises you must not work for any other company, firm, person or business.

Lay off/short time working

The Employer reserves the right to lay off employees or to introduce short-time working should this be required by a downturn in work or other needs of the business. Where short-time working is introduced, pay will be reduced in proportion with the reduction in working hours.

A more detailed explanation of the procedure is shown in the Employee Handbook.

Confidentiality

In this Agreement, “confidential information” means:

- information relating to the businesses, finances, dealings, transactions and affairs of the Employer including price and cost information, discount structures, sales statistics, business plans and programmes, business opportunities, expansion plans, staff salaries and terms and conditions, marketing surveys, research and development projects, formulae, inventions, designs, discoveries, know-how, methods, processes, techniques, trade secrets, technical data, business forms and operating procedures, policies and practices;
- names, addresses and contact details or other personal data (as defined under UK Data Protection legislation) relating to prospective, current or past employees, customers or clients or potential customers or clients or suppliers or potential suppliers of the Employer;
- analyses made, or views taken, by the Employer in respect of the businesses, finances, dealings, transactions and affairs of the Employer, any customer or client, or potential customer or client, any supplier or potential supplier of the Employer, or any other third party;
- information in respect of which the Employer is bound by an obligation of confidentiality to a third party; and
- any information which is identified to you by the Employer as being confidential or secret in nature or which ought reasonably to be regarded as confidential.

You will not (except in the proper performance of your duties) either during your employment or at any time after its termination for whatever reason without the prior written consent of the Employer or as required by law, a court or tribunal of competent jurisdiction or any competent regulatory statutory body, directly or indirectly:

- disclose any confidential information to any person,
- use any confidential information for your own benefit or for the benefit of any other person, company or other undertaking,
- knowingly permit or enable any person (including yourself) to acquire or to make use of any such confidential information for any purpose in a manner which may cause loss or damage to the Employer.

You will use your best efforts to prevent:

- the publication or disclosure of confidential information,
- any misuse of such information.

With respect to any confidential information (including personal data) disclosed to or accessed by you, you must ensure that you notify the Employer of any unauthorised or unlawful processing or any accidental loss, destruction, damage, alteration or disclosure of personal or confidential data as soon as you become aware and keep the Employer informed of any related developments.

You must obtain permission from the CEO before agreeing to give any lecture, press interview, or to publish any article, which would give details of the Employer's business.

The restrictions contained in this clause will not apply to any confidential information or other information which (otherwise than through your default) becomes available to, or within the knowledge of, the public generally or which becomes out of date or information disclosed for the purpose of making 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.

Conflict of interest

During your employment you will be expected to devote the whole of your working time and attention to Employer business and to use your best endeavours to promote the general interests of the Employer.

If required to do so you must provide details of any relationships with any Employer customers or suppliers and comply with any reasonable instructions given to you by the Employer on such relationships.

Private work

You are not permitted to take on private work for any service user or prospective service user of the Employer during your employment, either during or outside working hours, except where prior written authorisation has been given. You must not provide quotations for private work, and if approached for such, you must inform the CEO immediately. All queries for work must be directed to the CEO and you should not discuss pricing at any point unless authorised to do so.

Other terms and conditions of employment

Any agreed amendments that materially alter the terms and conditions contained in your contract will be notified to you in writing and shall take precedence over the terms in this statement.

I have read, understood and am willing to abide by the terms and conditions laid down in the Employee Handbook and accept that they form an integral part of this Contract of Employment.

Issued by (for Employer)

Signed

Date 31/05/2024

Received by **{{employee.fullname}}** (Employee)

Signed

Date

From: LGPC Bulletin 253 – July 2024

New Minister for the LGPS

On 6 July 2024, Jim McMahon MP was appointed Minister of State at MHCLG. The role includes ministerial responsibility for local government, including the LGPS.

Government launches pensions review

On 20 July 2024, the Government announced a pensions review as part of its mission to 'boost growth and make every part of Britain better off'. The review will be jointly led by HM Treasury and the Department for Work and Pensions.

Working closely with Jim McMahon, the review will look at how to 'unlock the investment potential of the £360 billion LGPS' and 'tackle the £2 billion that is being spent on fees'. As part of this, the Government will consider legislating to mandate pooling if insufficient progress is made by March 2025. The review will also consider the benefits of further consolidation to cut down on 'fragmentation and waste' in the LGPS.

A roundtable discussion on pensions was hosted by the Chancellor at 11 Downing Street on 22 July 2024. Jo Donnelly, the LGA Head of Pensions, attended the meeting with other representatives from the pensions industry. Also present for the LGPS were Chris Rule, Chief Executive of the Local Pensions Partnership, and Rachel Elwell, Chief Executive of the Border to Coast Pensions Partnership.