



NEWBURY Town Council

26 November 2019

To: The Leader of the Council, the Deputy Leader of the Council,
Councillors Jeff Beck, Elizabeth O’Keeffe, Andy Moore and Vaughan Miller.

Substitutes: Councillors Billy Drummond, Nigel Foot, Sarah Slack and Jeff Cant

Dear Councillor

You are required to attend a meeting of the **Staff Sub-Committee** to be held on
Tuesday 3 December 2019 at 7.30 in the Elsie Kimber Room, Town Hall.

Yours sincerely,

Hugh Peacocke
Chief Executive Officer

AGENDA

- 1. Apologies for absence**
Chairman
- 2. Declarations of interest and dispensations**
Chairman
To receive any declarations of interest relating to business to be conducted in this meeting and confirmation of any relevant dispensations.
- 3. Minutes of the Staff Sub- Committee meeting held on 5 August 2019 (Appendix 1)**
Chairman
To agree the minutes of the Staff Sub-Committee meeting held on 5 August 2019 (Appendix 1)
- 4. Review of Contract of Employment (Appendix 2)**
Chairman
To agree proposed minor amendments to current Contracts of Employment, as recommended by our Personnel consultants, Ellis Whittam.

Town Hall, Market Place, Newbury, RG14 5AA

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NEWBURY Town Council

5. Member-Officer Protocol (Appendix 3)

Chairman

To agree a member-officer Protocol for the Council.

6. Finance and Corporate Services

Chairman

To update the Subcommittee on the management of these Services and consider arrangements following the resignation of the Council's Manager for these services.

7. Exclusion of the press and public

Chairman

To move That under Section 1, Paragraph 2 of The Public Bodies (Admission to Meetings) Act 1960 the press and public be excluded from the meeting for the following items of business because publicity would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted.

8. To confirm the permanent Appointment of Ms. Elisa Adams as Civic Manager

Chairman

9. Staff Salary review and awards

Chairman

1. To consider the report from the Chief Executive Officer on the annual appraisals of the Council's Management Team and the rest of the Council's workforce and

a) To Approve any merit awards that the Sub-Committee deems appropriate

b) To Approve any salary increases and reviews that the Sub-Committee deems appropriate

2. **To Recommend** the staff salary budget to the Policy and Resources Committee for inclusion in the Council's overall budget for 2020-21.

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Newbury Town Council

Minutes of the Staff Sub-Committee held in the Town Hall, Newbury, at 6.30 pm on Monday 5 August 2019

Present:

Councillors Olivia Lewis (Deputy Chairman), Jeff Beck, Vaughan Miller, Andy Moore, Billy Drummond and Elizabeth O’Keeffe.

In Attendance:

Hugh Peacocke, Chief Executive Officer (CEO)

1. Apologies for absence

Councillor Martin Colston. (Councillor Billy Drummond, substitute)

2. Declarations of interest and dispensations

None declared

3. Minutes of the Staff Sub- Committee meeting held on 25 June 2019

Proposed: Councillor Jeff Beck

Seconded: Councillor Elizabeth O’Keeffe

Resolved that the Chairman sign the public and private minutes of the Staff Sub- Committee meeting held on 25 June 2019 as a true record.

4. Exclusion of the Press and Public

Proposed: Councillor Olivia Lewis

Seconded: Councillor Jeff Beck

Resolved: That under Section 1, Paragraph 2 of The Public Bodies (Admission to Meetings) Act 1960 the press and public be excluded from the meeting for the following item of business because publicity would be prejudicial to the public interest by reason of the personal and confidential nature of the business to be transacted.

5. Appointment of Civic Manager

The meeting considered the report from the Selection Panel, setting out the recruitment process, details of the short-listing process and the outcomes of the interviews for the above post.

Proposed: Councillor Billy Drummond

Seconded: Councillor Olivia Lewis

Resolved:

- That subject to satisfactory references and any other background checks required, the post of Civic manager is to be offered to Ms. Elisa Adams
- That the post is paid at SCP 24, pro-rata for a 28-hour week and the offer is subject to satisfactory completion of a probation period of 13 weeks.

6. Arrangements to mark the retirement of Joyce Lewis, Civic Manager

The meeting noted that Ms. Adams has left her current post and could be available at short notice to take up the post. Accordingly, it was likely that Mrs. Lewis's last day would be 31 August 2019.

Proposed: Councillor Olivia Lewis

Seconded: Councillor Jeff Beck

Resolved: That a special meeting of the Full Council is convened on Monday 9 September to mark the end of Mrs. Lewis's career as Civic Manager and that the Council spends up to £100 on a formal presentation to Mrs. Lewis.

7. Review of probation period for Community Services Manager

The meeting approved the report of the Chief Executive Officer and agreed that Mr. David Ingram has satisfactorily completed his probation period.

Proposed: Councillor Jeff Beck

Seconded: Councillor Olivia Lewis

Resolved: To confirm the appointment of Mr. David Ingram as the Council's Community Services Manager, with immediate effect.

The meeting closed at 6.48 pm.

Signed: _____
Chairman

Date: _____

Hugh Peacocke

From: @elliswhittam.com>
Sent: 05 September 2019 12:58
To: Hugh Peacocke
Subject: Updated contract and policies
Attachments: App 2.2 - CM Contract 2019.doc; Employment policies 2019.docx

This is an **EXTERNAL EMAIL. STOP. THINK** before you **CLICK** links or **OPEN** attachments.

Hi Hugh

R has asked me to assist by reviewing and amending where necessary your contract of employment and policies handbook. I have been through the documents you sent over to us and made the following amendments which are highlighted in red on the attached versions –

POLICIES HANDBOOK

The Data Protection Act has been replaced by the General Data Protection Regulations. I have therefore made all necessary amendments to reflect this.

CONTRACT

In April 2020 the law relating to the drafting of contracts of employment is due to change. One of the changes being introduced is a requirement for an employer to be specific as to the days and times that an employee will be required to work. It would therefore be advisable for you to start including this information into any new contracts that you issue now as this will reduce the need for you to amend your contracts of employment next year.

There are some clauses that I have added to your contract of employment -

Payment in Lieu of Notice Clause – I have added into the contract that the employer reserves the right to pay in lieu of notice periods. This gives you the option to terminate the contract of employment immediately and pay the employee in lieu of their notice rather than permit them to work their notice. Any payment made pursuant to this clause would be subject to deductions for any tax and NI contributions in the usual way.

Variation of Terms – I have included a clause giving the employer the right to vary terms and conditions of employment. Please note that even though this is included in the contract you may only make reasonable amendments and you should consult with staff before making amendments to their terms and conditions. If you do want to change terms and conditions you should always discuss the matter first with Richard.

Change of Normal Place of Work – I have included a sentence that permits the employer to change the employee’s normal place of work. As with the variation of terms clause you can only change the place of work if it is reasonable to do so. Again, you should discuss any such proposed changes with Richard.

I should be grateful if you would look through the documents and get back to me to confirm if you are happy with the amendments I have made. Please also let me know if there are any other amendments you require.

I look forward to hearing from you.

Regards



NEWBURY

TOWN COUNCIL

CONTRACT OF EMPLOYMENT

This contract of employment (“the contract”) contains the main terms and conditions of your employment with Newbury Town Council (“the Council”). It includes all the written particulars required by the Employment Rights Act 1996.

THE EMPLOYER: NEWBURY TOWN COUNCIL

THE EMPLOYEE: _____

DATE OF ISSUE: _____

EMPLOYEE ADDRESS:

EMPLOYEE CONTACT DETAILS:

Mobile:

Home:

Email:

1. COMMENCEMENT DATE

1.1 Your employment with Newbury Town Council began on XX/XX/XXXX (“the commencement date”).

2. CONTINUOUS SERVICE

- 2.1 Subject to 2.2 below, no period of employment before the commencement date counts as part of your period of continuous service.
- 2.2 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.

3. CONDITIONS OF SERVICE

- 3.1 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.
- 3.2 The Council undertakes to ensure that any future changes in the terms will be notified to you and entered in these documents or otherwise recorded for you to refer to, within one month of the change.

4. PROBATION

- 4.1 Your appointment is subject to satisfactory completion of a probationary period of not less than 13 weeks.
- 4.2 After 1 and 2 months, there will be an interim review of your performance by your line manager, the Chief Executive Officer of the Council.
- 4.3 At the end of the 13 week probationary period your performance will be reviewed by your line manager and if satisfactory your appointment will be confirmed.
- 4.4 The probationary period may be extended for a further period of up to 13 weeks if deemed appropriate in the light of the performance review.

5. JOB TITLE

- 5.1 You are employed as [JOB TITLE].

6. JOB DUTIES

- 6.1 You are expected to perform all duties which may be required of you as set out in the attached job description.
- 6.2 The Council may from time to time wish to amend your job description.
- 6.3 You may be required to undertake other duties to meet the requirements of the job.

7. DECLARATION OF OTHER EMPLOYMENT

- 7.1 You shall not undertake other employment without the Council's written consent. Such consent shall not be unreasonably withheld.

8. PLACE OF WORK

Working from the Town Council's premises

- 8.1 Your usual place of work including Council meetings is:
The Town Hall
Market Place
Newbury
RG14 5AA

The Council reserves the right to change your normal place of work on a permanent basis upon reasonable notice to you.

9. SALARY

- 9.1.1 Your salary is £[SPECIFY] per annum, (being the current salary point [NUMBER], for a [NUMBER] hour week) within the Substantive Benchmark Range as set out in The National Joint Council for Local Government Services (NJC)
- 9.2 You have been appointed to a single salary point and the Council will review your salary annually, normally in April.
- 9.3 Subject to satisfactory appraisal, the annual review may provide for progression up to point [NUMBER], as set out in the The National Joint Council for Local Government Services (NJC)
- 9.1 Your salary will be paid at monthly intervals in arrears on the last Friday of each month by credit transfer. You must maintain a suitable bank or building society account into which payment can be made.

10. EXPENSES

- 10.1 The Council shall reimburse you at NJC rates in force at the time for mileage incurred in the performance of Council business (“mileage expenses”) provided that mileage expenses have been approved by the Council.
- 10.2 The Council shall reimburse you for other expenses which may include overnight accommodation, meals and fares incurred in the performance of Council business (“other expenses”) provided that the other expenses have been receipted and approved by the Council.
- 10.3 You will be provided with a copy of the Council’s expenses policy.

11. APPRAISAL

- 11.1 You will receive an annual appraisal.
- 11.2 You will be required to complete the appraisals of the Mayor’s Attendant.

12. HOURS OF WORK

- 12.1 You are required to work [NUMBER] hours per week, the details to be approved by The Chief Executive Officer.

- 12.2 Out of hours working: you will be expected to attend Council and other Council related out of hours meetings as part of your normal duties for which you will receive Time off in Lieu, subject to approval from The Chief Executive Officer.

13. ANNUAL LEAVE

- 13.1 Your holiday entitlement is 21 days per annum plus the normal bank/public holidays. Your annual leave entitlement increases, in recognition of length of service to 25 days after five years continuous service. In addition to the above you are entitled to 2 statutory leave days to be taken as determined by the Council. All entitlements are pro rata for part time employees.

- 13.3 If your employment commenced or terminates part way through the leave year, your leave entitlement will be calculated on a pro rata basis. Deductions from your final salary payment will be made for any leave taken in excess of your entitlement.

- 13.4 Annual leave must be taken at times agreed with the Council. In exceptional circumstances you may carry forward up to 4 days' leave into the following leave year, subject to the approval of the Council.

14. SICKNESS ABSENCE

- 14.1 If you are absent from work on account of sickness or injury, it is your responsibility to inform the Council of the reason for your absence as soon as possible, but no later than the end of the working day on which the absence first occurs.

- 14.2 You will be provided with a copy of the Council's Sickness, Illness or Injury Policy.

14.3 The Council shall have the right at any time to require you to submit to examination by an independent medical practitioner selected by the Council, to obtain a confidential report on your condition from such practitioner and to discuss with such practitioner the findings of his/her examination and his/her prognosis of your likely recovery and or fitness to resume work and any recommended treatment.

15. SICK PAY

15.1 Provided that you comply with the Council's sickness absence policy, you will receive sick pay when you are absent from work because of sickness, as follows:

- | | |
|--|--|
| during 1st year of service | • one month's full pay and (after completing 4 months' service) 2 months' half pay |
| during 2 nd year of service | • 2 months' full pay and 2 months' half pay |
| during 3 rd year of service | • 4 months' full pay and 4 months' half pay |
| during 4 th & 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 |

16. INJURY OR ASSAULT

17.1 In the event of death or permanent disablement arising from a violent or criminal assault suffered in the course of employment then all insurance payments will be made in accordance with paragraph 7 of Part 3 of the Green Book.

17. PENSIONS

- 17.1 On commencement of your appointment you will be automatically enrolled into the Local Government Pension Scheme (LGPS), unless you indicate in writing that you do not wish to join the scheme. Details of the LGPS are available on request.
- 17.2 The Scheme is contracted out of the State Earnings Related Pension Scheme (SERPS) and National Insurance contributions are accordingly payable at the reduced (contracted out) rate. A contracting-out certificate to the effect is in force.
- 17.3 Newbury Town Council will not contribute to a Personal Pension Plan or any other pension scheme on your behalf.

18. TERMINATION OF EMPLOYMENT

Notice during probationary period

- 18.1 Either party may terminate the contract by giving two weeks' notice in writing.

Notice after completion of probationary period

- 18.2 The length of notice which you are obliged to give to the Council to terminate your employment is one month in writing.
- 18.3 The length of notice which you are entitled to receive from the Council to terminate your employment is one month in writing until you have been continuously employed for four years and thereafter such notice entitlement increases by one week for each year of continuous service until you have completed nine years of continuous employment after which time you will be entitled to twelve weeks' notice.
- 18.4 **The Council reserves the right to bring your employment to an end immediately without notice by making a payment to you in lieu of the required notice.**

Council Property

- 18.4 Within one week of the termination of your employment you are required to surrender to the Council all Council property including computers and other electronic devices and any documents and other materials, including copies that you have been holding on behalf of the Council. You shall irretrievably delete from all your personal electronic devices all property of the Council and shall produce evidence of such as the Council may require.

19. DISPUTE RESOLUTION

- 19.1 You have been provided with a copy of the Council's grievance and disciplinary procedures.
- 19.2 If you have a grievance arising from your employment, you should follow the procedures as laid down in Newbury Town Council's Grievance Policies and in the first instance report to your line manager, the Chief Executive Officer of the Council.

20. HEALTH AND SAFETY

- 20.1 You have a duty to ensure the health and safety of yourself and others. You must also co-operate with the Council so that it can comply with its health and safety obligations.
- 20.2 You will be given a copy of the Council's Health and Safety Policy.

21. EQUAL OPPORTUNITY POLICIES

- 21.1 You must comply with the Council's Equal Opportunity Policies. You will be given a copy of these Policies.

22. TRAINING AND DEVELOPMENT

- 22.1 The Council shall be responsible for the costs associated with any training and development that it considers necessary. This may include the cost of training and development courses or examinations, and payment of mileage expenses and other expenses in accordance with the Council's expenses policy. Where the Council considers it necessary, it shall give you reasonable paid time off for study.

23. INDEMNITY

23.1 The Council undertakes to indemnify you against any actions of commission or omission that are authorised by the Council.

23.1 The contract is subject to compliance with all of the employment policies of the Town Council (a copy of these is attached)

24. VARIATION OF TERMS

24.1 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.

24.2 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.

Signed:

Dated:

.....

.....

Name:

.....

Signed for and on behalf of Newbury Town Council

Signed:

Dated:

.....

.....

Name:

.....

NEWBURY TOWN COUNCIL MEMBER AND OFFICER PROTOCOL

Roles of Members and Officers

1. Both elected Members and Officers are essential for the Town Council to carry out its functions and by established convention all officers, especially the Chief Executive Officer and administrative staff, are known as the “Officers” of the Council.
2. The key roles of the Members are to set policy and budgets and make major decisions, while the key roles of the Officers are to advise on and implement those decisions and ensure that the Council acts in a lawful manner at all times.

Members’ Authority

3. The authority of Members is collective. As individuals, no councillor should issue specific directions to any officer. Officers are accountable to their Manager, or, in the case of the CEO, to the Leader and Staff subcommittee.

Members seeking Advice from Officers

4. Members are entitled to receive the best possible advice on any topic and the Chief Executive Officer is available to give advice, either individually to any Member or collectively. Any questions relating to approved policies, future developments of the Town Council or legislative initiatives should be directed to the Chief Executive Officer or the appropriate Manager.
5. Following decisions of the Town Council, officers take their instructions from the Chief Executive Officer or a designated line manager. Questions relating to operational matters should always be directed to the Chief Executive Officer or a designated line manager, not to the officer directly concerned.
6. Questions from Members are always welcome on any aspect of the Town Council’s policies and activities. Members will be assisted as far as possible with any information held by the Town Council and are encouraged to make an appointment and give notice of the topic so that it can be researched, or to submit the question in writing or by e-mail.

The Council’s Decision-making Process

7. Day to day management remains the responsibility of the Chief Executive Officer. Standing Orders and the Terms of Reference approved by the Town Council specifically authorise some delegation to Officers up to specified limits.
8. Decisions and policies, once determined, are subject to the collective responsibility of the Members.

Relations between Members and Officers

9. Relations between Members and Officers should always be on the grounds of mutual respect with standards of courtesy maintained at all times.

10. Officers must behave in a professional manner, be helpful and respectful to Members, and provide information and impartial advice on request to any Member.
11. Any Member who feels he/she has not been treated with respect and courtesy by any Officer must raise this initially with the Chief Executive Officer - or in the case of the Chief Executive Officer, with the Chairman of the Staff subcommittee. Any Officer who feels he/she has been treated with disrespect and/or a lack of courtesy by any Member must raise this initially with the Chief Executive Officer or his/ her line manager.
12. Any close, personal, family or social relationship between any Member and any Officer must be declared by both parties to the Chief Executive Officer. Any such declaration by the Chief Executive Officer should be made to the Chairman of the Staff subcommittee.
13. Members are requested to reply in good time to any correspondence sent, in particular to invitations to the key Civic Events, and to give their apologies with reasons in respect of any meetings that they are unable to attend.

Political and Personal Matters

14. All Officers must treat all political groups and individual Members in a fair, impartial and even-handed manner.
15. Members must not seek preferment for themselves or any political party or other group or seek advice from any Officer on purely party-political business.
16. Members must not request that any mail is despatched at public expense if it relates to any activities arising from their membership of any political party.
17. Members must not request that any mail of a purely private nature is despatched at public expense even if non-political.

Preparation of Agendas

18. The Chief Executive Officer (CEO) is solely responsible under statute for preparing the Agendas for all meetings of the Town Council, Committees, Subcommittees and Working Parties and for circulation of them to meet statutory requirements. In practice this is done in consultation with the Leader, the Mayor or the appropriate chairman.
19. The CEO may delegate to Managers, who are the lead officers for certain committees/subcommittees and will have the responsibilities described at 19 above.
20. Additional matters for discussion may be put forward by notice of motion by any Member of the Town Council or by members of the meeting to the Chief Executive Officer who will include the matter on the agenda if it reasonably relates to the remit of the Committee and is in accordance with Standing Orders (S.O.19).

Preparation of Minutes and Reports and Conduct of Meetings

21. The Chief Executive Officer, or the Lead Officer, is ultimately responsible for the drafting of all Minutes and for circulation of them to meet statutory requirements. The Chairman of the meeting is consulted before the draft minutes are published.

The draft minutes are submitted to the Town Council or the relevant committee, subcommittee or working party for final approval at the next appropriate meeting.

Preparation of Reports for meetings

22. When a named Officer has produced a written report for the consideration of Members, he/she is known as the “Lead Officer” for the particular topic and should be given the opportunity to introduce the report and answer any questions about it.
23. Reports should contain a recommendation which formally sets out the best advice from the Officers concerned. When Officers write reports, they have a duty to advise the Council or Committee impartially. They should set out their professional opinion and have due regard to any recommendations from any committee, sub-committee or Working Group of the Council, as well as the Principles of decision-making, as set out in Standing orders.
24. The Chief Executive Officer, or the Lead Officer, will solely determine the recommendation to be made although the decision whether to accept this or not rests with the Members.
25. Members may not direct the contents of, or re-write, reports but are equally entitled to disagree with officer advice and to reject proposals and recommendations made to them by Officers.

Conduct of Meetings

26. An Officer will be present at all meetings of the Town Council and its committees and sub committees to advise on any questions relating to Standing Orders, Financial Regulations or committee procedures and to produce formal minutes of the meeting.
27. Unless authorised otherwise by the Chairman of the meeting concerned, during Town Council and Committee meetings, all mobile telephones should be switched off.

Confidentiality

28. Private agendas/reports are “confidential information” as defined by the Local Government Act 1972 *and The Access to Meetings (Public Bodies) Act 1963*. Reports or discussions thereon should not be revealed by Members or Officers outside any Council meeting. The facility is available at the town Hall for disposal of confidential agendas/reports.
29. Members must not raise matters relating to the conduct or capability of individual Officer(s) (either individually or collectively) in public or at any meeting which is open to the press and public. Any such criticism must be raised initially in private with the Chief Executive Officer, or another appointed Officer. Officers likewise must not raise matters relating to the conduct or capability of Members (either individually or collectively) in public or at any meeting which is open to the press and public.

Official Correspondence/Media

30. With the exception of the Mayor, all official letters or emails on behalf of the Town Council must be sent in the name of the appropriate Officer, rather than in the name of a Member, unless there is some exceptional reason to the contrary.
31. Members should not use Town Council logos or letterheads on their correspondence.
32. All media communications from the Town Council are in accordance with the agreed Press release process. Members are free to comment or engage with the media or the community on Council matters, provided such comments are in agreement with approved Town Council policies or decisions.
33. Members may engage with the media or the community on any matter as individuals or as party spokesmen. Where such communications are not in accordance with approved Town Council policies or decisions, they should make it clear that they are speaking in a personal capacity or on behalf of their party.

Corporate Governance

34. Both Members and Officers acknowledge the importance of Good Corporate Governance and the principles which underpin it (openness, integrity and accountability) and undertake to meet all prescribed requirements.
35. Both Members and Officers acknowledge the importance of “due process” in carrying out their respective roles for the benefit of the Town Council and will not put pressure on each other to compromise the Town Council’s standing orders, financial regulations and other policies and procedures.

Breaches of the Protocol

36. Where an Officer or Member has breached this protocol the matter shall be drawn to the attention of the Chief Executive Officer - or in the case of the Chief Executive Officer to the Chair of the Staff Subcommittee.
37. Except in the case of a serious breach, the CEO or the Chair of the Staff Subcommittee will seek to deal with the matter informally. If the matter cannot be resolved informally, the CEO or the Chair of the Staff Subcommittee may refer it to the Staff Subcommittee, or, if appropriate, initiate disciplinary action (in the case of the CEO this would have to be approved by the Staff Subcommittee).
38. If the actions of a Member relate to matters covered under the Council’s Code of Conduct for Members, the matter may be referred to the Monitoring Officer.

Approved by the Town Council on xx/xx/2019