



THE FLEET TOWN COUNCIL NOTICE OF MEETING

Notice is hereby given of

THE MEETING OF THE ESTABLISHMENT COMMITTEE

Wednesday 10th July 2024 at 7pm in The Harlington – MUSIC ROOM

All members are summoned to attend

To Councillors: P. Einchcomb, L. Holt, E. May, R. Robinson, R. Schofield, S. Tilley,
P. Wildsmith, G. Woods

RCTong

Rita Tong, Executive Officer
3rd July 2024

AGENDA

1.	ELECTION OF CHAIRMAN To receive nominations for and to elect a Chairman of the Establishment Committee for the local government year 2024/2025.
2.	ELECTION OF VICE CHAIRMAN To receive nominations for and to elect a Vice Chairman of the Establishment Committee for the local government year 2024/2025.
3.	APOLOGIES Schedule 12 of the LGA 1972 requires a record to be kept of members present, and that this record forms part of the minutes of the meeting. A resolution must be passed on whether the reason(s) for a member's absence are acceptable.
4.	DECLARATIONS OF INTEREST Under the Local Authorities Localism Act 2011, members must declare any interest and the nature of that interest, which they may have in any of the items under consideration at this meeting. Members are reminded that they must disclose both the existence and the nature of a personal interest that they have in any matter to be considered at this meeting. A personal interest will be considered a prejudicial interest if this is one in which a member of the public with knowledge of the relevant facts would reasonably regard as so significant that it is likely to prejudice the members' judgement of the public interest.
5.	QUESTIONS FROM THE PUBLIC (3 min per person maximum 15 minutes) To receive questions and statements from members of the public.
6.	MINUTES OF PREVIOUS MEETING To approve and sign as a correct record the main minutes and the confidential minutes of the last meeting held on 28 th February 2024 (<i>copies attached</i>).

Part 1 – ITEMS FOR DECISION

7. **ADOPTION AND SURROGACY POLICY**

To review the Adoption and Surrogacy Policy and consider the amendments recommended by Croner, the Council's HR Specialists.

RECOMMENDATION

To approve the amendments to the Adoption and Surrogacy Policy.

8. **WRITTEN STATEMENT TEMPLATES**

To review the Written Statement templates for permanent and casual staff drafted by Croner, the Council's HR Specialists, to be compliant with employment law and best practice.

RECOMMENDATION

1. Members are requested to review the draft Written Statements for Permanent and Casual Staff. Upon review, members are asked to approve their usage going forward to ensure compliance and consistency in employment practices.
2. Members to decide whether the new contracts should be rolled out to existing staff. Implementing the new contracts for all staff will standardize terms and conditions, thereby eliminating potential claims of discrimination and ensuring fairness across the board.

9. **EMPLOYER DISCRETIONS POLICY LPGS**

The LGPS Regulations require that all employers in the LGPS must publish a written Discretions Policy document, setting out what decisions they will make under LGPS regulations where they have discretion to do so. This policy should then be reviewed every 3 years and a newly signed Policy sent through to Hampshire Pension Services. Fleet Town Councils policy was last reviewed and sent to Hampshire Pension Services on 22 May 2017.

RECOMMENDATION

1. To review the latest Employers Discretion Policy and make decisions on Fleet Town Council's position new discretionary items.
2. To authorise the Executive Officer to sign the updated Employers Discretion Policy and send to Hampshire Pension Service on behalf of Fleet Town Council.

Part 2 – ITEMS TO NOTE

10. **TRAINING UPDATE**

Members to note training received by Officers since the last Establishment Committee meeting.

11. **STAFFING UPDATES**

Members to note staffing updates since the previous Establishment Committee meeting.

12. **DATE AND TIME OF NEXT MEETING**

The next meeting of the Establishment Committee is scheduled to be held on Wednesday 13th November 2024 at 7pm in The Harlington (Music Room).

Part 3 – CONFIDENTIAL ITEMS FOR DECISION

Under the Public Bodies (Admission to Meetings) Act 1960 Exclusion of the public in accordance with Section 1(2) and by reason of the confidential nature of the business of the Town Council, the Public and Press will be excluded from the Meeting.

The following types of business will be treated as confidential:

- a. **Matters relating to individual staff, engagement, terms of service, conduct and dismissal of employees**
- b. Terms of tenders, and proposals and counter-proposals in negotiations for contracts
- c. Receipt of professional legal advice and preparation of cases in legal proceedings
- d. The early stages of any dispute
- e. Matters of a commercial nature

13.	<p>STAFF APPRAISALS 2024 To receive a summary of appraisals completed and objectives set for 2024/25 (<i>copies attached</i>).</p> <p>RECOMMENDATION Members to receive the report on appraisals completed for 2023/24 and note the objectives set for 2024/25.</p>
14.	<p>LEAVE Members to consider a report on a leave request (<i>copies attached</i>).</p> <p>RECOMMENDATION Members to consider a leave request and approve Officer recommendations contained within the report.</p>



FLEET TOWN COUNCIL

MINUTES OF THE ESTABLISHMENT COMMITTEE MEETING

held on

Wednesday 28th February 2024 at 7pm

PRESENT

Councillors: P. Einchcomb, L. Holt, E. May, R. Robinson, B. Schofield and G. Woods (Chairman)

In attendance: Rochelle Halliday – Executive Officer
Sarah Moore – Finance and Administration Manager (left after item 12)

EST FEBRUARY 2024 ITEM 1 APOLOGIES

Cllr Wildsmith was absent. All other Committee Members were present.

EST FEBRUARY 2024 ITEM 2 DECLARATIONS OF INTEREST

There were no declarations of interest.

EST FEBRUARY 2024 ITEM 3 QUESTIONS FROM MEMBERS OF THE PUBLIC

There were no members of the public present.

EST FEBRUARY 2024 ITEM 4 MINUTES OF PREVIOUS MEETING

The minutes and confidential minutes of the Establishment Committee meeting held on 8th November 2023 were approved and signed by the Chairman.

EST FEBRUARY 2024 ITEM 5 HR POLICIES

There was a general discussion about differentiating between policies and procedures, and processes that the Council needs to follow by law. This will be discussed further by the Policy and Finance Committee.

Members received and discussed the following HR policies:

a) Absence Policy – New

- Item 2.2 – update to ‘absence from work without leave’.
- Item 6.3 – Council pay should be defined, as it relates to the amount of full basic pay to be provided.
- Item 11.2.1, 1st sentence – update to ‘ill health capability’.
- Item 11.2.1, 2nd sentence – update to ‘every reasonable effort’.
- Officers and the Committee Chairman will review the wording relating to absence in the staff contracts.

- To correct typographical errors.
- b) Menopause Policy – New
- Communication – update ‘your role’ to ‘their role’.
 - Discussed whether the final paragraph referencing bullying was relevant. Noted that bullying might be possible. The paragraph will remain in the draft policy to NB.
 - To correct the mixture of tenses and standardise first person / third person irregularities.
 - To update document formatting to match the style of existing policies.
- c) Drivers Handbook / Policy and Business Insurance requirements – New
- Standard document from the Council’s HR provider.
 - Too prescriptive and outlines expectations already required from anyone who holds a driving licence.
 - Recognised that staff who regularly drive as part of their job need to have business insurance in place and a DLVA check completed.
 - Document is not required.

RESOLVED

1) Subject to the amendments discussed, to recommend approval of the following policies to the Policy & Finance Committee:

- Absence Policy
- Menopause Policy

2) To reject the following policy:

- Drivers Handbook / Policy and Business Insurance requirements.

EST FEBRUARY 2024 ITEM 6 MINIMUM WAGE INCREASE

Members noted that the National Living Wage with effect from 1st April 2024 is £11.44 per hour. The National Living Wage rate for over 21s is applied to all casual staff positions at the Council, regardless of age.

EST FEBRUARY 2024 ITEM 7 TRAINING UPDATE

Members reviewed and noted the training update for staff.

Staff have undertaken a number of training courses via the Bright HR and SEEDL platforms, for which there are no additional charges.

EST FEBRUARY 2024 ITEM 8 ORGANISATION CHART

Members received and noted the Council’s staff organisation chart. The document will be updated with the following amendments to the summary of full time equivalent salaries section:

- Update ‘Support Managers’ to ‘Managers’.
- Update ‘Admin Support’ to ‘Support Staff’.
- Casuals – add in that the rate is ‘per hour’.

Staff are to be informed of the document prior to it being published on the Council's website.

EST FEBRUARY 2024 ITEM 9 DATE AND TIME OF NEXT MEETING

The next meeting of the Establishment Committee is scheduled to be held on Wednesday 10th July 2024 at 7pm in The Harlington (Music Room).

Part 3 CONFIDENTIAL ITEMS

The Chairman stated the reasons that the remainder of the meeting should be held in confidential session is due to matters relating to individual staff and terms of service being discussed.

RESOLVED

That subject to the Public Bodies (Admission to Meetings) Act 1960 Exclusion of the public in accordance with Section 1(2) and by reason of the confidential nature of the business of the Town Council, the Public and Press will be excluded from the Meeting.

EST FEBRUARY 2024 ITEM 10 STAFF APPRAISALS UPDATE

Members received an update on progress towards staff appraisal targets.

There will be a new focus for staff appraisals to be completed in the coming year that link to the Council's vision and improving job related outcomes.

RESOLVED

To note the update on staff appraisals.

EST FEBRUARY 2024 ITEM 11 CURRENT LIST OF STAFF

The current list of permanent staff at the Town Council and the hours worked per week as of 31st January 2024 is shown in the table below:

Job Title	Hours Per Week
Fleet Town Council Team	
Executive Officer	37.5
Finance and Admin Manager	37.5
Facilities and Open Spaces Manager	37.5
Projects and Committee Officer	37.5
Communications Officer	15
Admin Support Officer	30
Cemetery Clerk	6 (average)
The Harlington Team	
General Manager	37.5
Technical Manager	37.5
Marketing and Box Office Manager	37.5
Marketing and Box Officer Supervisor	37.5
Marketing and Box Office Assistant	37.5

Senior Duty Manager	37.5
Duty Manager x 2	37.5
Ancells Farm Community Centre Supervisor	10

The Council also employ approximately 14 casual staff at The Harlington for shows.

Since the last meeting there have been the following staff changes:

Leavers

- Communications Officer – left 8th February 2024.

RESOLVED

To note the current list of staff, hours of work and pay rates as at 31st January 2024.

EST FEBRUARY 2024 ITEM 12 STAFFING MATTERS

Members received an update on the following:

- The holiday pay explanatory leaflet was noted. There are no changes to the way holiday pay is to be calculated.
- Changes to flexible working rights come into effect on 6th April 2024.

The Finance and Administration Manager left the meeting at 7.59pm.

RESOLVED

Members noted the confidential meeting report from the Executive Officer.

EST FEBRUARY 2024 ITEM 13 STAFF PAY REVIEWS FOR 2024/25 FINANCIAL YEAR

The Committee reviewed the proposals for next year’s salary reviews. A detailed discussion took place.

All of the pay review options presented are within the Council’s salary budget for next year.

RESOLVED

To approve staff salaries with effect from 1st April 2024.

Signed: **Date**.....

Chairman

The meeting closed at 8.51pm.



Adoption/Surrogacy Policy

Full Council Approved: March 2022
Due for next Review: March 2025

Surrogacy and Adoption Leave

- 1.1 An employee who adopts a child through
- 1.2
- i. an approved adoption agency or
 - ii. is the intended parent in a surrogacy arrangement who meets the criteria to apply for a parental order

are both entitled to up to 52 weeks' adoption/surrogacy leave. The employee's entitlement is to take up to 26 weeks' ordinary adoption/surrogacy leave followed immediately by up to 26 weeks' additional adoption/surrogacy leave. The employee's maximum entitlement is thus to take up to 52 weeks' adoption/surrogacy leave.

- 1.2 All employees who take adoption/surrogacy leave have the right to return to work at any time during either ordinary adoption/surrogacy leave or additional adoption/surrogacy leave subject to their following the correct notification procedures as set out below.

Statutory Adoption/Surrogacy Pay and Leave

- 2.1 Payments for employees who have less than 1 year's continuous employment with their employer
- for adoption at the beginning of the 26th week before being matched with a child and
 - for surrogacy – by the 15th week before the Expected Week of Childbirth (EWC)
 - have average weekly earnings of not less than the figure set by the Government for the payment of National Insurance contributions;
 - have provided the company with evidence of the adoption or surrogacy

shall be entitled to Statutory Maternity Pay (SMP), where eligible.

- 2.2 Employees who qualify for statutory adoption/surrogacy leave will also qualify for statutory adoption/surrogacy pay provided that their average weekly earnings are not less than the lower earnings limit for national insurance contributions. Statutory adoption/surrogacy pay is payable for up to 39 weeks at a rate set by the Government for the relevant tax year. In the first six weeks of the adoption/surrogacy pay period, statutory adoption/surrogacy leave will be paid at 90% of the employee's normal weekly earnings.
- 2.3 Statutory adoption/surrogacy pay is treated as earnings and is therefore subject to PAYE and national insurance deductions.

Enhanced Adoption/Surrogacy Pay

Commented [CW1]: Added in these points

Commented [SM2R1]: Thank you, we'll add this.

Commented [CW3]: I would best recommend using this wording as it goes into further detail:

SAP is payable for up to 39 weeks. For the first six weeks SAP is payable at the earnings related rate, equivalent to 90% of earnings, and for the remaining 33 weeks at the statutory rate as set by the Government, or 90% of average weekly earnings if this is less than the standard rate. The final 13 weeks of the maximum Adoption Leave period are unpaid.

Commented [SM4R3]: Does this wording need to drop into 2.4 somewhere as well? Who is the enhancement for over 1 years service more than it is for less than one years service?

Commented [CW5R3]: This wording is just the statutory amount in lines with the statutory law. It is optional if you have this below too but this is applicable before 1 years service 😊

- 2.4 Payments for employees who have completed 1 year's continuous employment with their employer by
- for adoption - 26 weeks before matched with a child and
 - for surrogacy - 15 weeks before the EWC shall be as follows:-
- (i) For the first six weeks of absence an employee shall be entitled to nine-tenths of a week's pay offset against payments made by way of Statutory Maternity Pay (SMP) or Maternity Allowance (MA) for employees not eligible for SMP.
- (ii) An employee who declares in writing that she intends to return to work will for the subsequent 12 weeks' absence receive half a week's pay **plus** SMP, where eligible, without deduction except by the extent to which the combined pay and SMP (or MA and any dependant's allowances if the employee is not eligible for SMP) exceeds full pay. Alternatively the equivalent amount (i.e. 6 weeks' pay) may be paid on any other mutually agreed distribution.
- (iii) For employees not intending to return to work payments during their adoption/surrogacy leave period following the first 6 weeks will be their entitlement to SMP (currently 39 weeks in total), where eligible.
- (iv) Payments made by the Council during adoption/surrogacy leave under (ii) above shall be made on the understanding that the employee will return to the Council employment for a period of at least three months, which may be varied by the Council on good cause being shown and, in the event of her not doing so, she shall refund the monies paid, or such part thereof, if any, as the Council may decide. Payments made to the employee by way of SMP are not refundable.

Timing of Adoption/Surrogacy leave

- 3.1 Adoption leave can start on the day the child is placed for adoption or for surrogacy the expected week of childbirth, or up to 14 days earlier.
- 3.2 In order to make administration as easy as possible, the employee should discuss the timing of his/her adoption leave with his/her line manager as early as possible.

Notice requirements

- 4.1 In order to be entitled to take adoption leave and receive statutory adoption pay, the employee is required to give the Council written notification of his/her intention to take adoption leave no later than seven days after the date on which notification of the match with the child was provided by the adoption agency. Notice, which must be in writing if the Employer requests it, must specify the date the child is expected to be placed with the employee for adoption and the date the employee intends his/her adoption leave to start.
- 4.2 The employee is permitted to bring forward his/her adoption leave start date, provided that he/she advises the Council in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable. The employee may also postpone his/her adoption leave start date, provided that he/she advises the Council in writing at least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable. The

employee must also, if his/her employer requests it, provide evidence of entitlement to adoption leave and pay by producing a "matching certificate" from the adoption agency.

- 4.3 Any failure to give proper notice of an intention to start adoption leave will be regarded as a disciplinary offence, leading potentially to disciplinary sanctions for misconduct if appropriate.
- 4.4 Within 28 days of receiving the employee's notice of intention to take adoption leave, the Employer will write to the employee confirming the latest date on which the employee must return to work after adoption leave.

Rights during Adoption/Surrogacy leave

- 5.1 During ordinary adoption/surrogacy leave and additional adoption/surrogacy leave, all terms and conditions of the employee's contract except normal pay will continue. Salary/wages will be replaced by statutory adoption/surrogacy pay and enhanced adoption/surrogacy pay if the employee is eligible for it.
- 5.2 This means that, while sums payable by way of wages or salary may cease, all other benefits will remain in place. For example, holiday entitlement will continue to accrue and pension contributions will continue to be paid.
- 5.3 Employees are encouraged to take any outstanding holiday due to them before the commencement of adoption/surrogacy leave. Employees are reminded that holiday must be taken in the year that it is earned.

Contact during Adoption/Surrogacy leave

- 6.1 The Council reserves the right to maintain reasonable contact with employees during adoption/surrogacy leave. This may be to discuss employees' plans for return to work, to discuss any special arrangements to be made or training to be given to ease their return to work or to update them on developments at work during their absence.

Time off to attend adoption appointments

- 7.1 Employees who are adopting a child are entitled to take time off to attend adoption appointments.
- 7.2 An employee adopting a child alone is entitled to take paid time off to attend up to five adoption appointments (under s.57ZJ of the Employment Rights Act 1996). Where an employee is part of a couple jointly adopting a child, the couple can elect for one of them to take paid time off to attend up to five adoption appointments (under s.57ZJ of the Employment Rights Act 1996). The other can elect to take unpaid time off to attend up to two adoption appointments (under s.57ZL of the Employment Rights Act 1996).
- 7.3 The purpose of the appointment is to enable the employee [and his/her partner] to have contact with the child (for example, to bond with him/her before the placement) and for any other purpose connected with the adoption (for example, to meet with the professionals involved in the care of the child).

- 7.4 The appointment must have been arranged by or at the request of the adoption agency. The time off must be taken before the date of the child's placement for adoption with the employee.
- 7.5 The organisation will ask the individual for proof of the date and time of the appointment and that the appointment has been arranged by or at the request of the adoption agency (for example, a letter or email from the adoption agency).
- 7.6 In addition, if the employee is adopting jointly, the organisation will ask the individual to sign a declaration, to be submitted alongside the documentary evidence, confirming that he/she has elected to exercise his/her right under either s.57ZJ or s.57ZL of the Employment Rights Act 1996 to take time off to attend an adoption appointment. The organisation will ask for the declaration on the first occasion on which the individual asks for time off to attend an adoption appointment.

Keeping-in-touch days

- 8.1 Employees can agree to work for the Council (or to attend training) for up to 10 days during their adoption/surrogacy leave without that work bringing their adoption/surrogacy leave to an end and without loss of a week's statutory adoption/surrogacy pay. These are known as "keeping-in-touch" days. Any work carried out on a day shall constitute a day's work for these purposes.
- 8.2 The Council has no right to require employees to carry out any work and employees have no right to undertake any work during their adoption/surrogacy leave. Any work undertaken, and the amount of salary paid for any work done on keeping-in-touch days, is entirely a matter for agreement between employees and the Council.

Returning to work after Adoption/Surrogacy leave

- 9.1 The employee may return to work at any time during ordinary adoption/surrogacy leave or additional adoption/surrogacy leave, provided that he/she gives the appropriate notification. Alternatively, the employee may take his/her full period of adoption/surrogacy leave entitlement and return to work at the end of this period. If the employee wishes to return before the full period of adoption/surrogacy leave has elapsed, he/she must give at least eight weeks' notice in writing to the Council of the date on which he/she intends to return.
- 9.2 The employee has the right to resume working in the same job if returning to work from ordinary adoption/surrogacy leave. If the employee returns to work after a period of additional adoption/surrogacy leave, he/she is entitled to return either to the same job, or if this is not reasonably practicable, to another suitable job that is on terms and conditions not less favourable.
- 9.3 Failure to return to work by the end of adoption/surrogacy leave will be treated as an unauthorised absence unless the employee is sick and produces a current medical certificate before the end of the adoption leave period.
- 9.4 If the employee decides during adoption/surrogacy leave that he/she does not wish to return to work, he/she should give written notice of resignation to The Council as soon as possible and in accordance with the terms of his/her contract of employment.
- 9.5 Return to work – Flexible Working arrangements

The Council will consider a range of flexible working arrangements and support facilities for employees returning to work.

Surrogacy

- 10.1 Intended parents in a surrogacy arrangement who meet the criteria to apply for a parental order under the Human Fertilisation and Embryology Act 2008 and intend to apply or have applied for one will be eligible to take ordinary paternity leave and pay, adoption leave and pay and shared parental leave and pay.
- 10.2 The couple must elect which of them will take adoption leave. An employee who takes adoption/surrogacy leave in these circumstances can curtail his or her adoption leave and take shared parental leave with the other parent, provided that the parents both meet the relevant eligibility requirements.

8. **WRITTEN STATEMENTS**

An employer must give employees and workers a document stating the main conditions of employment when they start work. This is known as a 'written statement of employment particulars'. It is not an employment contract.

The written statement is made up of:

- the main document (known as a 'principal statement')
- a wider written statement

The employer must provide the principal statement on the first day of employment and the wider written statement within 2 months of the start of employment.

The Principal Statement

The principal statement must include at least:

- the employers and employees name (*Employments Right Act 1996, Part 1, 3(a)*)
- the date when employment began (*Employments Right Act 1996, Part 1, 3(b)*)
- the employee's job title or a description of work (*Employments Right Act 1996, Part 1, 4(f)*)
- how much and how often an employee or worker will get paid (*Employments Right Act 1996, Part 1, 4(a) and 4(b)*)
- hours and days of work and if and how they may vary (also if employees or workers will have to work on Sundays, during the 'night period' or take overtime) (*Employments Right Act 1996, Part 1, 4(c)*)
- holiday entitlement (and if that includes public holidays) (*Employments Right Act 1996, Part 1, 4(d)i*)
- where an employee or worker will be working and if an employee or worker works in different places, where these will be and what the employer's address is (*Employments Right Act 1996, Part 1, 4(h)*)
- how long a job is expected to last (and what the end date is if it's a fixed-term contract) (*Employments Right Act 1996, Part 1, 4(g)*)
- how long any probation period is and what its conditions are (*Employments Right Act 1996, Part 1, 4(ga)*)
- any other benefits (for example, childcare vouchers and lunch) (*Employments Right Act 1996, Part 1, 4(da)*)
- obligatory training, whether or not this is paid for by the employer (*Employments Right Act 1996, Part 1, 4(m) and 4(n)*)

- For employees, it must also include the date that a previous job started if it counts towards a period of continuous employment. (*Employments Right Act 1996, Part 1, 3(c)*)

On the first day of employment the employer must also provide the employee or worker with information about:

- sick pay and procedures (*Employments Right Act 1996, Part 1, 4(d)ii*)
- other paid leave (for example, maternity leave and paternity leave) (*Employments Right Act 1996, Part 1, 4(d)iii*)
- notice periods (*Employments Right Act 1996, Part 1, 4(e)*)

The employer can choose whether to include this information in the principal statement or provide it in a separate document. If they provide it in a separate document, this must be something that the employee or worker has reasonable access to, such as on the employer's intranet.

The wider written statement

Employers must give employees and workers a wider written statement within 2 months of the start of employment. This must include information about:

- pensions and pension schemes (*Employments Right Act 1996, Part 1, 4(d)iii*)
- collective agreements (*Employments Right Act 1996, Part 1, 4(j)*)
- any other right to non-compulsory training provided by the employer (*Employments Right Act 1996, Part 1, 4(l)*)

Other Factors

The following outlines the rationale behind the inclusion of specific provisions in the Written Statement, beyond the mandatory elements. These additional provisions address legal requirements in areas such as immigration and data protection, as well as offer practical benefits for both the Council and its employees.

Legal Provisions

Immigration Laws and Data Protection Laws (Sections 21 and 22)

While these are not mandatory components of the Written Statement, they address compliance with immigration and data protection laws, ensuring that the Council adheres to broader legal obligations.

Deductions from Wages (Subsections 8.3 and 13.2)

Under the Employment Rights Act 1996, employers can only make deductions from wages under specific circumstances:

- Required by law (e.g., tax)
- Permitted by the employment contract

- Resulting from overpayment by mistake
- Agreed to in writing by the employee (e.g., trade union subscriptions)
- Due to strike or industrial action
- Resulting from a court order

Including provisions for wage deductions in the Written Statement ensures the Council meets its legal obligations and protects itself from potential disputes.

Practical Provisions

Lay Offs and Short-Time Working (Section 16)

While not legally required, this section is beneficial due to the potential impacts of the upcoming refurbishment project on staff. It provides clarity and preparedness for possible changes in working hours.

Council Policies (Sections 18 and 23)

These sections reference existing Council policies. Including them in the Written Statement raises employee awareness and reinforces the importance of adherence to these policies.

Employee Obligations (Sections 19 and 20)

These provisions protect the Council by making employees aware of their duty to report any changes in circumstances that could affect their employment. This proactive approach helps mitigate potential issues.

Health & Safety and Working Time Regulations (Section 25)

This section ensures the Council meets its obligations under health and safety laws and working time regulations, protecting both the Council and its employees.

Issuance and Return of Council Property (Section 26)

Although there is no current policy covering this, it is crucial to include provisions regarding the issuance, maintenance, and return of Council property. This protects the Council's assets and provides clear guidelines for employees.

Intellectual Property (Section 24)

The exact circumstances under which this section would apply at Fleet Town Council are unclear. However, its intent is to provide a safeguard for the Council.

Conclusion

Including these additional provisions in the Written Statement ensures legal compliance, protects the Council's interests, and provides clarity for employees. It is recommended that all the mentioned sections remain in the Written Statement to uphold these standards.

Recommendation:

1. Review and Approval:

- **Members are requested to review the draft Written Statement for Permanent Staff.**
- **Upon review, members are asked to approve its usage going forward to ensure compliance and consistency in employment practices.**

2. Implementation for Existing Staff:

- **Members to decide whether the new contract should be rolled out to existing staff. Implementing the new contract for all staff will standardize terms and conditions, thereby eliminating potential claims of discrimination and ensuring fairness across the board.**



Written statement of terms and conditions of permanent employment

This written statement lists the terms and conditions ('particulars') of your employment with us as of [DATE] which are required to be given to you under the **Employment Rights Act 1996**.

1. Parties' details

- 1.1 Name of employee name and address: ??
- 1.2 Name of employer: Fleet Town Council, The Harlington, 236 Fleet Road, Fleet, Hampshire, GU51 4BY.

2. Start date and continuous employment.

- 2.1 This contract commences on:??
- 2.2 Your continuous employment with Fleet Town Council started on:???
- 2.3 No employment with a previous employer counts as part of your 'continuous employment' (working for the same employer without a significant break).

3. Job title and duties

- 3.1 Job title
You will be employed as a [JOB TITLE]
- 3.2 Brief description of the job
Your responsibilities are set out in the job description attached to this statement.

Your job description may be amended by us and, in addition to duties set out in the job description, you may be required to undertake additional or other reasonable duties as necessary to meet the needs of Fleet Town Council.

4. Pay

- 4.1 Your pay will be £??? Per annum
- 4.2 You will be paid monthly on or before 20th of the month via bank transfer.

5. Place of work

- 5.1 Your normal place of work is The Harlington, 236 Fleet Road, Fleet, Hampshire, GU51 4BY or such places as the Council may require.
- 5.2 You may work from your home address on some occasions with agreement of your manager. You confirm that you are not in breach of any agreement, covenant, or home insurance policy if doing so. Any equipment that may be provided to you will remain the property of Fleet Town Council and will be used only in accordance with the Computer, Data Protection and Internet, phone and social media policies in place.

6. Hours of work and overtime

6.1 Your normal working days and hours are [WORKING DAYS AND HOURS] with a daily [PAID/UNPAID] lunch break of [TIME/DURATION] [depending on pro rata hours agree.

6.2 You are required to work any hours that are necessary to complete your duties and overtime is to be worked if required. There are no overtime payments but Time Off in Lieu will be given.

6.1 6.3 You may on occasion be offered additional overtime work within the Council, carrying out different work to your main job role. You are not required to accept this overtime, but if you do it will be paid at the normal hourly rate of pay for the job role being performed. You will be notified of the relevant pay rate prior to working.

7. Holiday and holiday pay

7.1 The Council's holiday year is 1 April to 31 March.

7.2 Your paid holiday entitlement is 25 days per annum plus bank holidays (pro-rated for part-time staff). Holiday accrues monthly. Your holiday entitlement will be ?? from your start date to 31 March.

7.3 During your first year of service, your holiday entitlement will be calculated pro rata from your commencement date to the end of the holiday year. If you leave the Council, your holiday entitlement will be calculated pro rata from the start of the holiday year up to your leaving date. A sum representing any accrued holiday not taken will be paid in your final salary payment. Any holiday taken more than your pro rata entitlement will be deducted from your final salary payment.

7.4 Holiday may be taken only at times convenient to the Council and in accordance with the correct notice and authorisation procedure.

7.5 A maximum of 5 days holiday may be carried over if holiday not taken by 31 March. Payment will not be made for holiday not taken.

7.6 The Council reserves the right to require you to take all or any of your leave entitlement at specific times subject to prior notice.

8. Expenses and deductions

8.1 You will be paid or reimbursed for any reasonable expenses properly incurred by you while performing your duties on behalf of the Council, subject to prior approval by Executive Officer / Harlington Manager and subject to you producing supporting receipts in respect of any expenses when requested by the Council.

8.2 Subject to prior approval by the Executive Officer /Harlington Manager and subject to your providing a mileage log or expense claim, any mileage travelled whilst working for Fleet Town Council, including offsite training, or visiting sites during work hours but excluding travel to and from your place of work can be reclaimed at a current rate of 45p per mile.

8.3 The Council is authorised, at any time during your employment or upon termination of your employment, to deduct from your pay or your expenses any sums due from you to the Council. Deductions may include overpayments of wages/salaries, any losses sustained in relation to properties or monies of the Council, client, customer or visitor or any other employee of the Council during your employment caused through your carelessness, recklessness or through your breach of the Council's rules or any dishonesty on your part.

9. Absence and Sick Pay

- 9.1 If you are absent from work for any reason, you must inform [NAME OF MANAGER] by telephone as soon as possible, but no later than 9.00am on the first working day of absence explaining the reason for absence.
- 9.2 For absences of 7 days or less, you can self certify.
- 9.3 On your return to work you must complete and return a self-certification form to your manager. This must be returned before the end of your first day back at work. You may be required to attend a return to work interview.
- 9.4 For absences of 7 days or more because of sickness or injury you must get a fit note from your doctor.
- 9.5 All sickness or injury absence will be added to your employment record.
- 9.6 If you are absent from work by reason of sickness or injury for at least four days in a row (including non-working days) you may be eligible to statutory sick pay (SSP). Eligibility criteria is set by the Government and may change from time to time.
- 9.7 In the event of sickness and provided you submit the necessary certificates; you are entitled to receive statutory sick pay during the first three months of employment and thereafter you receive basic pay for:

Up to 3 months' service	No sick pay
3 months – 1 year service	4 weeks of basic pay in any rolling 12-month period
2-4 years' service	8 weeks of basic pay in any rolling 12-month period
5+ years' service	13 weeks of basic pay in any rolling 12-month period

- 9.8 Entitlement to sick pay will be calculated by the employee's length of service at the start date of the relevant period of sickness absence.
- 9.9 Entitlement to SSP continues to apply during periods of sick pay and as such an amount equal to that SSP will be deducted from basic pay. Any sick pay entitlement does not guarantee the continuation of your employment during this period.
- 9.10 Sick pay is subject to the usual deductions for PAYE, national insurance etc.
- 9.11 Where your health or any absence due to sickness is, in the Council's opinion, excessive and/or a cause for concern, you may be required to undergo a medical examination. The Council will pay the cost of any examination and all information given in connection with it and any report on it will be fully disclosed to the Council, subject to the provisions of the Access to Medical Reports Act 1988.
- 9.12 The Council reserves the right to terminate your employment if appropriate, notwithstanding that you may be in receipt of Statutory Sick pay.

10. Other types of paid leave

- 10.1 The Council Offers several types of paid leave, please refer to policy's or ask the Executive Officer for further information
- Enhanced Maternity leave and pay for employees who meet requirements set out within policy, otherwise Statutory.
 - Statutory Paternity leave and pay.
 - Statutory Adoption leave and pay.
 - Statutory Shared Parental leave and pay.
 - Bereavement leave and pay.

The Council reserves the right to amend these paid leave entitlements at its discretion, subject to meeting minimum statutory entitlements.

11. Pensions

- 11.1 The Council's designated pension scheme is Legal and General or another that may be subsequently notified.
- 11.2 If eligible, the Council will automatically enrol you into the pension scheme, in accordance with our obligations under Part 1 of the Pensions Act 2008. If you cease to be a member of the scheme for any reason, the Council will re-enrol you automatically into the pension scheme as and when required by law.
- 11.3 Full details of the scheme will be given to you when you are enrolled and/or no later than two months following the commencement of your employment. This information will include the minimum level of contributions that you will be required to make during your membership and your right to opt out if you do not want to be a member of the scheme. While participating in the scheme, you agree to worker pension contributions being deducted from your salary.
- 11.4 Membership of the scheme is subject to its rules as may be amended from time to time, and the Council may replace the scheme with another pension scheme at any time.
- 11.5 Further details about the scheme can be obtained from the Executive Officer.

12. Training

- 12.1 Training may be offered from time to time to suit the needs of the Council or role. You are required to complete all training identified as necessary by your manager.
- 12.2 The Council will pay for all required training.

13. Recovery of training costs

- 13.1 Where a training costs agreement has been entered into, if you resign or are dismissed during any training or course of study for which the Council is paying, or within 12 months of the date of its completion, you will be required to repay the full cost of the training. Following this period, the debt will be reduced on a sliding scale. Specific details will be set out in a separate Training Costs Agreement and signed by you prior to commencing the training.
- 13.2 The Council reserves the right, on your resignation or dismissal, to require you to repay the Council for training costs owed from your final salary payment and, therefore, is authorised to deduct any sums due from your salary.

14. Probation period

- 14.1 There is a probation period of 6 months for new employees. If your employment is terminated at any time prior to the completion of your probation period, the notice period will be 1 week by either party. The Council reserves the right to give you immediate notice prior to you being continuously employed for one month. The Council's disciplinary procedure will not apply during the probationary period.
- 14.2 The Council reserves the right to extend your probationary period as necessary or to sign your probationary period off early.
- 14.3 The probation period will come to an end when confirmed in writing by either the Executive Officer or Harlington Manager.

15. Notice Period

- 15.1 Once the probationary period is completed, save in cases of gross misconduct, this contract may be terminated at any time by the following periods of notice.

15.2 The Council will give the employee:

1 month to 4 years service	1 month's notice
5 years to 12 years service	1 week for each completed year of service up to a maximum of 12 weeks
12 years +	12 weeks notice

15.3 Employees' notice to the Council will be one month's notice in writing.

15.4 The Council reserves the right to pay you a payment equal to the basic pay due for the relevant period of notice rather than requiring you to work your notice period. Where you receive pay in lieu of notice, you will not be entitled to any additional compensation in respect of any commission, bonus, pension contributions, reimbursement for loss of Council benefits, holiday or other benefits which would otherwise have accrued during the notice period.

15.5 The Council reserves the right to place you on garden leave i.e., require you not to attend the workplace during the notice period, whether given by you or the Council. The contract of employment will remain in force during this period and you are not permitted to take up employment elsewhere during this period.

15.6 The Council reserves the right to require you to take any outstanding holiday owed to you during the notice period.

16. Lay off and short time working.

16.1 In the event of a temporary reduction of work, the Council reserves the right to lay you off without pay or alternatively reduce your working hours with a proportionate reduction in pay, save for any guaranteed payment to which you may be entitled.

17. Collective agreements

17.1 There are no collective agreements governing your terms and conditions of employment.

18. Disciplinary and grievance procedures

18.1 The Council disciplinary and grievance procedures are available from the Executive Officer. They are for guidance only and do not form part of your contract of employment.

18.2 If you wish to appeal against any disciplinary decision or dismissal relating to you, you should apply in writing to the Chairman of the Establishment Committee in accordance with the disciplinary procedure.

18.3 If you wish to raise a grievance, you should do so in writing to your line manager in accordance with the grievance procedure.

18.4 If you wish to appeal against any grievance decision, you may apply in writing to the Chairman of the Establishment Committee in accordance with the grievance procedure.

19. Suitability for employment

19.1 If you are subject to any occurrence, incident, action or omission, or any change in your personal circumstances, which may make you unsuitable for continuing in the employment of the Council or in your current role, you are obliged to inform the Executive Officer immediately.

20. Criminal and other offences

- 20.1 You must notify the Executive Officer if you are detained or arrested by the police or are cautioned, charged, receive notice of prosecution, or convicted in connection with an offence, including driving offences. The Council reserves the right to invoke disciplinary action or dismissal should any matters be deemed to have an adverse effect on your employment or if you fail to declare such matters within an appropriate timescale.

21. Right to Work in the UK

- 21.1 It is a condition of your employment that you must maintain the right to work in the UK and the Council reserves the right to ask for evidence of this at any time. Should you lose the right to work in the UK or not be able to supply evidence on request within a reasonable timescale your employment will be terminated.

22. Data protection

- 22.1 The Council undertakes to make you aware of its obligations and your rights and responsibilities under current and future data protection regulations.

- 22.2 You agree that where, during your employment with the Council, you process personal data (whether relating to the Council's prospective, current, or future employees at any time, clients or customers or any persons) you will comply at all times with your personal obligation and the Council's obligations under relevant legislation, in particular the Data Protection Act 2018.

- 22.3 You are required to familiarise yourself with the Council's data protection policy and procedures and all other internal policies that relate to data and understand that any misuse or breach of Council policy will be treated as a serious disciplinary offence.

23. Monitoring of communications

- 23.1 In accordance with the Council's policies, the Council has the right to monitor any and all aspects of its telephone and computer systems and social media accounts that are made available to you and to monitor, intercept and/or record any communications made by you, including any type of telephone, e-mail or internet communications.

24. Intellectual Property

- 24.1 You acknowledge that, to the fullest extent permitted by law, the Council is the sole owner of all patents, copyrights, design rights, databases, trademarks and all other intellectual property right of any type which arise in works or inventions which you create as a direct result of your employment with the Council. You will do anything necessary to give title in such rights to the Council and to protect such rights, both during and after the termination of your employment.

25. Restrictions during and after termination employment

- 25.1 You are required to devote your full time, attention, and abilities to your job duties during working hours and to act in the best interests of the Council at all times.
- 25.2 You must not, without the written consent of the Council, be in any way directly or indirectly engaged or concerned in any other business or undertaking where this is or is likely to conflict with the interests of the Council.
- 25.3 You must obtain written permission from your manager if you wish to carry out other work outside the Council.
- 25.4 The Council reserves the right to withhold or withdraw permission for you to carry out other work if the job or the type of work involved might in the opinion of the Council represent a conflict of interest or if the activity adversely affects your work performance or compromises the health and safety of yourself or others.

26. Council property

- 26.1 You are responsible for the security of the Council's property and information, for avoiding its loss, for economy and efficiency in the use of resources and for ensuring your actions are consistent with the Council's financial and other procedures.
- 26.2 Any equipment, identity cards, keys or other items that may be issued to you during your employment remain the property of the Council and must be returned to the Council immediately upon termination of employment and/or upon request. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you.

27. Variation to contract

- 27.1 The Council reserves the right to vary these terms and conditions with due notice. Variations will be discussed and agreed with you and confirmed in writing.

28. Governing law

- 28.1 This agreement is governed by and construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

29. Acceptance of appointment and terms and condition

- 29.1 In accepting your appointment, it will be deemed that you have accepted all the terms and conditions set out in these Terms and Conditions of Employment.
- 29.2 You warrant and confirm that you are not prevented by previous employment terms and conditions, or in any other way, from entering into employment with the Council or performing any of the duties of employment referred to above.
- 29.3 These Terms and Conditions of Employment annul any previous agreement whether verbal or written given to you by the Council at any time.
- 29.4 Please sign and return the attached copy statement to indicate your acceptance of its terms. If you have any questions about the meaning of any clause, please do not hesitate to contact the Executive Officer

Issued on behalf of the Fleet Town Council:

..... Date

Executive Officer

I acknowledge receipt and confirm my agreement that the above terms and conditions constitute my contract of employment.

Employee's signature: Date

The law on preventing illegal working is set out in sections 15 to 25 of the Immigration, Asylum and Nationality Act 2006 (the 2006 Act), section 24B of the Immigration Act 1971, and Schedule 6 of the Immigration Act 2016

Data Protection Act 2018.



Written statement of terms and conditions of casual employment

This written statement lists the terms and conditions ('particulars') of your employment with us as of [DATE] which are required to be given to you under the Employment Rights Act 1996.

1. Parties' details

- 1.1 Name of employee name and address: ??
- 1.2 Name of employer: Fleet Town Council, The Harlington, 236 Fleet Road, Fleet, Hampshire, GU51 4BY

2. Start date and continuous employment

- 2.1 This contract commences on: ??
- 2.2 Your continuous employment with Fleet Town Council started on: ???
- 2.2 No employment with a previous employer counts as part of your 'continuous employment' (working for the same employer without a significant break).

3. Job title and duties

- 3.1 Job title
You will be employed as a [JOB TITLE]
- 3.2 Brief description of the job
Your responsibilities are set out in the job description attached to this statement.

Your job description may be amended by us and, in addition to duties set out in the job description, you may be required to undertake additional or other reasonable duties as necessary to meet the needs of Fleet Town Council.

It is a condition that all Health and Safety rules and regulations in place are followed.

4. Pay

- 4.1 You will be paid at the rate of £??? Per Hour
- 4.2 You will be paid monthly on or before 20th of the month via bank transfer for hours worked the previous month e.g., worked in March, paid in April.
- 4.3 You are only entitled to be paid in respect of the hours that you carry out work.
- 4.4 Your pay will be calculated according to the number hours you work, subject to deductions for tax and National Insurance contributions.
- 4.5 You are required to complete a timesheet for each month where work is undertaken. The timesheets are to be signed off by a manager before the end of each month.

5. Place of work

- 5.1 Your normal place of work is The Harlington, 236 Fleet Road, Fleet, Hampshire, GU51 4BY or such places as the Council may require.

6. Hours of work

- 6.1 The Council's need for you to perform work varies from time to time. There are no guaranteed minimum hours of work. You will be expected to work such hours as are reasonably necessary for the proper performance of your duties and responsibilities.
- 6.2 If the Council does offer you work, you are required to complete it to the Council's satisfaction.
- 6.3 Your working hours will be agreed with you by your manager and, where possible, you will be given at least two weeks' notice to your working hours or working times.
- 6.4 The Council recognises that casual employees may have other commitments that prevent them from attending staff development and other Council activities. Casual staff are encouraged to attend such activities where possible.
- 6.5 When you are offered work, you are required to be ready to commence your work at your designated workplace at the appropriate start time and you should continue until your appropriate finish time.

7. Holiday and holiday pay

- 7.1 Your holiday entitlement is 20 days plus 8 bank holidays which equates to 12.07%. Your holiday entitlement will be calculated by multiplying worked hours by 12.07% e.g., worked 15 hours, $15 \times 12.07\%$ gives 1.81 hours holiday entitlement.
- 7.2 Holiday entitlement accrued must be taken on a monthly basis, therefore on your agreement to this contract we will pay to you each month holiday accrued from the previous month with your salary by 20th of the month e.g., worked in March, paid in April
- 7.3 Your holiday entitlement will be paid at your current pay rate.

8. Expenses and deductions

- 8.1 You will be paid or reimbursed for any reasonable expenses properly incurred by you while performing your duties on behalf of the Council, subject to prior approval by Executive Officer/ Harlington Manager and subject to you producing supporting receipts in respect of any expenses when requested by the Council.
- 8.2 The Council is authorised, at any time during your employment or upon termination of your employment, to deduct from your pay or your expenses any sums due from you to the Council. Deductions may include overpayments of wages/salaries, any losses sustained in relation to properties or monies of the Council, client, customer or visitor or any other employee of the Council during the course of your employment caused through your carelessness, recklessness or through your breach of the Council's rules or any dishonesty on your part.

9. Absence and Sick Pay

- 9.1 If you are absent from work for any reason and are due to work, you must inform **[NAME OF MANAGER]** by telephone as soon as possible, but no later than (9.00am on the first working day of absence explaining the reason for absence.
- 9.2 For absences of 7 days or less, you can self certify.
- 9.3 On your return to work you must complete and return a self-certification form to your manager. This must be returned before the end of your first day back at work. You may be required to attend a return to work interview.

- 9.4 For absences of 7 days or more because of sickness or injury you must get a fit note from your doctor.
- 9.5 All sickness or injury absence will be added to your employment record.
- 9.6 If you are absent from work by reason of sickness or injury for at least four days in a row (including non-working days) you may be eligible to statutory sick pay (SSP). Eligibility criteria is set by the Government and may change from time to time.
- 9.7 Sick pay is subject to the usual deductions for PAYE, national insurance etc.
- 9.8 Where your health or any absence due to sickness is, in the Council's opinion, excessive and/or a cause for concern, you may be required to undergo a medical examination. The Council will pay the cost of any examination and all information given in connection with it and any report on it will be fully disclosed to the Council, subject to the provisions of the Access to Medical Reports Act 1988.
- 9.9 The Council reserves the right to terminate your employment notwithstanding that you may be in receipt of Statutory Sick Pay.
- 9.10 You agree to have a medical examination at any time, if required, which the Council will pay for.
10. Other types of paid leave which you may qualify for:
- 10.1 The Council offers (see policy):
- Statutory Paternity leave and pay
 - Statutory Adoption leave and pay
 - Statutory Parental Bereavement leave and pay
 - Statutory Maternity leave and pay
 - Statutory Shared Parental leave and pay

11. Pensions

- 11.1 The Council's designated pension scheme is Legal and General or another that may be subsequently notified.
- 11.2 If eligible, the Council will automatically enrol you into the pension scheme, in accordance with our obligations under Part 1 of the Pensions Act 2008. If you cease to be a member of the scheme for any reason, the Council will re-enrol you automatically into the pension scheme as and when required by law.
- 11.3 Full details of the scheme will be given to you when you are enrolled and/or no later than two months following the commencement of your employment. This information will include the minimum level of contributions that you will be required to make during your membership and your right to opt out if you do not want to be a member of the scheme. While participating in the scheme, you agree to worker pension contributions being deducted from your salary.
- 11.4 Membership of the scheme is subject to its rules as may be amended from time to time, and the Council may replace the scheme with another pension scheme at any time.
- 11.5 Further details about the scheme can be obtained from the Executive Officer.

12. Training

- 12.1 Training may be offered from time to time to suit the needs of the Council or role. You are required to complete all training identified as necessary by your manager.
- 12.2 The Council will pay for all required training.

13. Recovery of training costs

- 13.1 Where a training costs agreement has been entered into, if you resign or are dismissed during any training or course of study for which the Council is paying, or within 12 months of the date of its completion, you will be required to repay the full cost of the training. Following this period, the debt will be reduced on a sliding scale. Specific details will be set out in a separate Training Costs Agreement and signed by you prior to commencing the training.
- 13.2 The Council reserves the right, on your resignation or dismissal, to require you to repay the Council for training costs owed from your final salary payment and, therefore, is authorised to deduct any sums due from your salary.

14. Probation period

- 14.1 There is a probation period of [2] months for new employees. If your employment is terminated at any time prior to the completion of your probation period, the notice period will be 1 week by either party. The Council reserves the right to give you immediate notice prior to you being continuously employed for one month. The Council's disciplinary procedure will not apply during the probationary period.
- 14.2 The Council reserves the right to extend your probationary period as necessary or to sign your probationary period off early.
- 14.3 The probation period will come to an end when confirmed in writing by either the Executive Officer or Harlington Manager.

15. Notice Period

- 15.1 Once the probationary period is completed, save in cases of gross misconduct, this contract may be terminated at any time by the following periods of notice.
- 15.2 The Council will give the employee:

1 month to 4 years service	1 months notice
5 years to 12 years service	1 week for each completed year of service up to a maximum of 12 weeks
12 years +	12 weeks notice

- 15.3 Employees' notice to the Council will be 2 weeks notice in writing.
- 15.4 The Council reserves the right to pay you a payment equal to the basic pay due for the relevant period of notice rather than requiring you to work your notice period. Where you receive pay in lieu of notice, you will not be entitled to any additional compensation in respect of any commission, bonus, pension contributions, reimbursement for loss of Council benefits, holiday or other benefits which would otherwise have accrued during the notice period.
- 15.5 The Council reserves the right to place you on garden leave i.e., require you not to attend the workplace during the notice period, whether given by you or the Council. The contract of employment will remain in force during this period and you are not permitted to take up employment elsewhere during this period.
- 15.6 The Council reserves the right to require you to take any outstanding holiday owed to you during the notice period.

16. Lay off and short time working

- 16.1 In the event of a temporary reduction of work, the Council reserves the right to lay you off without pay or alternatively reduce your working hours with a proportionate reduction in pay, save for any guaranteed payment to which you may be entitled.

17. Collective agreements

- 17.1 There are no collective agreements governing your terms and conditions of employment.

18. Disciplinary and grievance procedures

- 18.1 The Council disciplinary and grievance procedures are available from the Executive Officer They are for guidance only and do not form part of your contract of employment.
- 18.2 If you wish to appeal against any disciplinary decision or dismissal relating to you, you should apply in writing to the Chairman of the Establishment Committee in accordance with the disciplinary procedure.
- 18.3 If you wish to raise a grievance, you should do so in writing to your line manager in accordance with the grievance procedure.
- 18.4 If you wish to appeal against any grievance decision, you may apply in writing to the Chairman of the Establishment Committee in accordance with the grievance procedure.

19. Suitability for employment

- 19.1 If you are subject to any occurrence, incident, action or omission, or any change in your personal circumstances, which may make you unsuitable for continuing in the employment of the Council or in your current role, you are obliged to inform the Executive Officer immediately.

20. Criminal and other offences

- 20.1 You must notify the Executive Officer if you are detained or arrested by the police or are cautioned, charged, receive notice of prosecution, or convicted in connection with an offence, including driving offences. The Council reserves the right to invoke disciplinary action or dismissal should any matters be deemed to have an adverse effect on your employment or if you fail to declare such matters within an appropriate timescale.

21. Right to Work in the UK

- 21.1 It is a condition of your employment that you must maintain the right to work in the UK and the Council reserves the right to ask for evidence of this at any time. Should you lose the right to work in the UK or not be able to supply evidence on request within a reasonable timescale your employment will be terminated.

22. Data protection

- 22.1 The Council undertakes to make you aware of its obligations and your rights and responsibilities under current and future data protection regulations.
- 22.2 You agree that where, during your employment with the Council, you process personal data (whether relating to the Council's prospective, current, or future employees at any time, clients or customers or any persons) you will comply at all times with your personal obligation and the Council's obligations under relevant legislation, in particular the Data Protection Act 2018.
- 22.3 You are required to familiarise yourself with the Council's data protection policy and procedures and all other internal policies that relate to data and understand that any misuse or breach of Council policy will be treated as a serious disciplinary offence.

23. Monitoring of communications

- 23.1 In accordance with the Council's policies, the Council has the right to monitor any and all aspects of its telephone and computer systems and social media accounts that are made available to you and to monitor, intercept and/or record any communications made by you, including any type of telephone, e-mail or internet communications.

24. Intellectual Property

- 24.1 You acknowledge that, to the fullest extent permitted by law, the Council is the sole owner of all patents, copyrights, design rights, databases, trademarks and all other intellectual property right of any type which arise in works or inventions which you create as a direct result of your employment with the Council. You will do anything necessary to give title in such rights to the Council and to protect such rights, both during and after the termination of your employment.

25. Requirements during employment

- 25.1 You are required to devote your full time, attention, and abilities to your job duties during working hours and to act in the best interests of the Council at all times.
- 25.2 You shall not engage in any other work or business which would be likely to damage the Council's interests. You may not use materials, equipment, premises, or information which is the property of the Council otherwise than for the purpose authorised by the Council.
- 25.3 The council has duties with regard to your welfare and compliance with the Working Time Regulations 1998 (WTR). To assist with this, you must inform your manager if you are carrying out, or intend to carry out, other paid work outside this employment. Failure to inform the Council of such other employment, and/or failure to take reasonable steps towards ensuring your overall working hours do not put the Council at risk of breaching the WTR or other health and safety legislation may be considered under the Council's Disciplinary Procedure.
- 25.4 If carrying out any paid work outside of the Council, you must ensure you comply with the Council's policies and/or instructions on confidentiality.

26. Council property

- 26.1 You are responsible for the security of the Council's property and information, for avoiding its loss, for economy and efficiency in the use of resources and for ensuring your actions are consistent with the Council's financial and other procedures.
- 26.2 Any equipment, identity cards, keys or other items that may be issued to you during the course of your employment remain the property of the Council and must be returned to the Council immediately upon termination of employment and/or upon request. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you.
- 26.3 You will be provided with a uniform for your duties. The uniform will remain the property of the Council and should be returned at the end of employment.

27. Variation to contract

- 27.1 The Council reserves the right to vary these terms and conditions with due notice. Variations will be discussed and agreed with you and confirmed in writing.

28. Governing law

28.1 This agreement is governed by and construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

29. Acceptance of appointment and terms and condition

29.1 In accepting your appointment, it will be deemed that you have accepted all the terms and conditions set out in these Terms and Conditions of Employment.

29.2 You confirm that you are not prevented by previous employment terms and conditions, or in any other way, from entering into employment with the Council or performing any of the duties of employment referred to above.

29.3 These Terms and Conditions of Employment annul any previous agreement whether verbal or written given to you by the Council at any time.

29.4 Please sign and return the attached copy statement to indicate your acceptance of its terms. If you have any questions about the meaning of any clause, please do not hesitate to contact the Executive Clerk or Harlington Manager

Issued on behalf of the Fleet Town Council:

..... Date

Harlington Manager / Executive Officer Clerk

I acknowledge receipt and confirm my agreement that the above terms and conditions constitute my contract of employment.

Employee's signature: Date



Employer Discretions Policy

Employer name:

Fleet Town Council

Employer number:

K8100

Policy effective from:

22/5/2017

Statement of policy

on the Local Government Pension Scheme Regulations (LGPS) 2013 and the LGPS (Transitional Provisions, Savings and Amendment) Regulations 2014.

This document sets out the scheme employer's policy on the operation of each of the compulsory discretions (and optional discretions where chosen) available under the LGPS Regulations. It states whether or not discretions will be operated and the circumstances and criteria for applying them, in relation to active and deferred members of the LGPS.

PART A - Compulsory Discretions

Power to award additional pension (Regulation 31)

Whether to grant additional pension to an active member or within 6 months of ceasing to be an active member by reason of redundancy or business efficiency by up to £6,755 p.a. (figure as at 1 April 2017)

An employer may resolve to grant extra pension of up to £6,755 (figure at 1 April 2017) to an active Scheme member or within 6 months of leaving to a member whose employment was terminated on the grounds of redundancy or business efficiency.

Employer Policy Decision

Fleet Town Council will not award additional pension.

Shared cost additional pension contributions (Regulation 16(2e) (4d))

Whether, how much, and in what circumstances to contribute to a Shared Cost APC scheme

Where an active scheme member has decided to make Additional Pension Contributions (APCs) to purchase extra pension benefits up to £6,755 per annum (figure as at 1 April 2017), the employer can resolve to voluntarily contribute towards the cost of this too.

Note: This does not include instances where the employee is paying for *lost* pension via an APC where the election was made in the first 30 days – here the employer *must* pay two-thirds of the cost of such purchase

Employer Policy Decision

Fleet Town Council will not pay additional pension contributions for its employees.

Power to allow flexible retirement (Regulation 30 (6)) & TP11(2) & R30(8)

Whether all or some benefits can be paid if an employee reduces their hours or grade (flexible retirement). If you exercise this discretion you can also decide whether to waive any actuarial reductions which would otherwise be applied to these benefits.

Employers may allow a member from age 55 onwards to draw all or part of the pension benefits they have already built up whilst still continuing in employment. This is provided the employer agrees to the member either reducing their hours or moving to a position on a lower grade.

In such cases, pension benefits will be reduced in accordance with actuarial tables unless the employer waives the reduction either fully or in part or a member has protected rights.

Please be aware, if you allow members to retire under flexible retirement, and they meet the 85 year rule between the ages of 55 and 60, there may be a cost to the employer as there is no option to switch the 85 year rule off in this instance.

Employer Policy Decision

i) Whether to allow flexible retirement

Fleet Town Council will not permit flexible retirement.

ii) Whether to waive, in whole or in part, any actuarial reductions which would otherwise be applied to the benefits taken on flexible retirement before Normal Pension Age

Fleet Town Council will not waive the actuarial reduction in any circumstances.

Waiving of actuarial reductions - Regulation 30(8), TP3(1), TPSch 2, para 2(1), B30(5) and B30A(5)

Whether to waive, in whole or in part, any actuarial reductions on benefits which a member voluntarily draws before normal pension age (other than on the grounds of flexible retirement).

Employers can agree to waive any actuarial reductions due in the case of employees retiring anytime after age 55.

Employers should also note that the strain cost of any such retirements would need to be met by the employer and paid into the Pension Fund at the appropriate time.

Employer Policy Decision

- i) Whether to waive any actuarial reductions for a member voluntarily drawing benefits before normal pension age (other than on the grounds of flexible retirement), where the member has both pre 1/4/14 and post 31/3/14 membership

Fleet Town Council will not waive the actuarial reduction.

- ii) Whether to waive, in whole or in part, any actuarial reductions on benefits which a member voluntarily draws before normal pension age, where the member only has post 31/03/2014 membership

Fleet Town Council will not waive the actuarial reduction.

Switching on the 85year rule [paragraph 1(1)(c) of Schedule 2 to the LGPS (Transitional Provisions, Savings and Amendment) Regulations 2014]

Whether to “switch on” the 85 year rule for a member voluntarily drawing benefits on or after age 55 and before age 60.

Employees are able to voluntarily retire between ages 55 and 60, post-31 March 2014 and onwards. Formerly this was only with employer permission and if granted, the employer would have paid any strain cost due if the employee met the 85-year rule.

The 85-year rule does not automatically apply to members retiring between 55 and 60 as the facility to retire voluntarily between 55 and 60 is a new facility.

The employer has the discretion to ‘switch’ on the 85-year rule for employees leaving between 55 and 60, thus allowing employees to not have reductions (or have lesser reductions). In these cases the employer would have associated strain costs that would have to be paid by the organisation instead.

This discretion does not apply to flexible retirement (see [Regulation 30\(6\)](#)) whereby the 85 year rule is always switched on.

Where the employer does not do so, then benefits accrued would be subject to reduction in accordance with actuarial guidance issued by the Secretary of State.

If the employer does agree to switch on the 85 year rule, the employer will have to meet the cost of any strain on fund resulting from the payment of benefits.

Employer Policy Decision

Fleet Town Council will not switch on the 85 year rule under any circumstances

Post - 31 March 2008 / pre - 1 April 2014 leavers early payment of pension - Regulation B30 (2) (5).B30A.(3).(5)

Whether to allow the early payment of pension to deferred members who left the scheme post 31 March 2008/Pre 1 April 2014

An employer can allow the early payment of deferred benefits to those with pre 2014 benefits between ages 55 and 59. They may also allow early payment of pensions to former employees who were in receipt of a tier 3 ill health pension which has since been suspended.

In such cases, pension benefits will be reduced in accordance with actuarial tables unless the employer waives the reduction on compassionate grounds or a member has protected rights.

Employer Policy Decision

- i) Whether to grant application for early payment of deferred benefits or suspended tier 3 ill health pension on or after age 55 and before age 60.

Fleet Town Council will not allow early payment of pensions to deferred members.

- ii) Whether to waive, on compassionate grounds, any actuarial reduction applied to deferred benefits or suspended tier 3 ill health pension paid early under B30.

Fleet Town Council will not waive any actuarial reductions.

- These policies may be subject to review from time to time. Any subsequent change in this Policy Statement will be notified to affected employees.
- Any changes to this policy will be notified to the Hampshire Pension Fund within 30 days of the change.

For the full list of discretions policies go to [LGA Discretions](#)

Signed on behalf of:

Fleet Town Council

Completed by:

Position:

Signature:

Date:

PART B - Optional Discretions

(The two detailed are the most frequently used Regulations, but remain optional – see [LGA Discretions](#) for the full list of optional employer discretions)

Membership Aggregation Regulation 22 (7)(b),(8)(b)

Whether to extend the 12 month option period for a member to elect that deferred benefits should not be aggregated with an ongoing concurrent employment

The election to keep separate pension benefits must be made within 12 months of becoming an active member, who must be active at the date of election.

An employer may allow a period longer than 12 months

Employer Policy Decision

An employee must elect to keep separate pension benefits within 12 months of joining the pension scheme; Fleet Town council does not offer an extension period for this decision.

Transfers of Pension Rights Regulation 100(6)

Extend normal time limit for acceptance of a transfer value beyond 12 months from joining the LGPS

Where an active member requests to transfer previous pension rights into the LGPS, the member must make a request within in 12 months of becoming an active member.

An employer may allow a longer period than 12 months

Employer Policy Decision

An employee must elect to transfer their previous pension rights to the LGPS within 12 months of joining; Fleet Town council does not offer an extension period for this decision.

Signed on behalf of:

Fleet Town Council

Completed by:

Position:

Signature:

Date:

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Employer Local Government Pension Scheme Discretions Policy

Employer name: Fleet Town Council

Employer number: K8100

Policy effective from: 3 July 2024

Statement of policy

on the Local Government Pension Scheme Regulations (LGPS) 2013 and the LGPS (Transitional Provisions, Savings and Amendment) Regulations 2014.

This document sets out the scheme employer's policy on the operation of each of the mandatory discretions (and optional discretions where chosen) available under the LGPS Regulations. It states whether or not discretions will be operated and the circumstances and criteria for applying them.

The following discretions apply to members who were actively paying into the scheme as at 1 April 2014 onwards

PART A - Mandatory Discretions

Power to award additional pension

Regulation 31

Whether, at the full cost to the Scheme employer, to grant extra annual pension of up to £7,579 (figure at 1 April 2023) to an active member or within 6 months of leaving to a member whose employment was terminated on the grounds of redundancy or business efficiency [regulation 31 of the LGPS Regulations 2013]

Employer Policy Decision

Fleet Town Council will not award additional pension.

Shared cost additional pension contributions

Regulation 16(2e) (4d)

Whether, how much, and in what circumstances to contribute to a Shared Cost APC scheme

Whether, where an active member wishes to purchase extra annual pension of up to £7,579 (figure as at 1 April 2023), by making additional pension contributions (APCs), to voluntarily contribute towards the cost of purchasing that extra pension via a shared cost additional pension contribution (SCAPC) [regulations 16(2)(e) and 16(4)(d) of the LGPS Regulations 2013].

Note: This does not include instances where the employee is paying for **lost** pension via an APC where the election was made in the first 30 days (or longer if the employer allows) – in this circumstance the employer **must** pay two-thirds of the cost of such purchase

Employer Policy Decision

Fleet Town Council will not pay additional pension contributions for its employees.

Whether to allow flexible retirement

(Regulation 30 (6)) & TP11(2) & R30(8)

Whether to allow flexible retirement for staff aged 55 or over who, with the agreement of the Scheme employer, reduce their working hours or grade [regulation 30(6) of the LGPS Regulations 2013] and, if so, as part of the agreement to allow flexible retirement:

- whether, in addition to the benefits the member has built up prior to 1 April 2008 (which the member must draw), to allow the member to choose to draw:
 - I. all, part or none of the pension benefits they built up after 31 March 2008 and before 1 April 2014, and / or
 - II. all, part or none of the pension benefits they built up after 31 March 2014 [regulations 11(2) and 11(3) of the LGPS (Transitional Provisions, Savings and Amendment) Regulations 2014], and
- whether to waive, in whole or in part, any actuarial reduction which would otherwise be applied to the benefits taken on flexible retirement before Normal Pension Age (NPA) [regulation 3(5) of the LGPS Transitional Provisions, Savings and Amendment) Regulations 2014, regulation 18(3) of the LGPS (Benefits, Membership and Contributions) Regulations 2007 and regulations 30(6) and 30(8) of the LGPS Regulations 2013].

Employer Policy Decision

i) Whether to allow flexible retirement

Fleet Town Council will not permit flexible retirement.

ii) Whether to allow the member to choose to take

a. part or none of the pension benefits they built up after 31 March 2008 and before 1 April 2014, and / or

b. all, part or none of the pension benefits they built up after 31 March 2014

iii) Whether to waive, in whole or in part, any actuarial reductions which would otherwise be applied to the benefits taken on flexible retirement before Normal Pension Age

Fleet Town Council will not waive the actuarial reduction in any circumstances.

Switching on the 85 year rule

[paragraph 1(1)© of Schedule 2 to the LGPS (Transitional Provisions, Savings and Amendment) Regulations 2014]

Whether to “switch on” the 85 year rule for a member voluntarily drawing benefits on or after age 55 and before age 60.

Members are now able to voluntarily retire between ages 55 and 60. If they were a member of the LGPS on 30 September 2006 then some of their benefits could be protected from reductions applied to early payment under the 85-year rule. This rule only applies automatically to members voluntarily retiring from age 60 but the employer has the discretion to “switch it on” for voluntary retirements between age 55 and 60.

This discretion does not apply to flexible retirement (see [Regulation 30\(6\)](#)) whereby the 85 year rule is always switched on.

Where the employer does not choose to “switch on” the rule, then

- a) if the member has already met the 85 year rule, the member’s benefits are to be reduced in accordance with actuarial guidance issued by the Secretary of State (with the benefits from any pre 1 April 2008 membership for members who will not be 60 or more on 31 March 2016, and benefits from any pre 1 April 2016 membership for members who will be 60 or more on 31 March 2016, which would not normally have been subject to an actuarial reduction nonetheless being subject to a reduction calculated by reference to the period between the date the benefits are drawn and age 60) [paragraphs 1(2) and 1(4) of Schedule 2 to the LGPS (Transitional Provisions, Savings and Amendment) Regulations 2014], or
- b) if the member has not already met the 85 year rule, the member’s benefits are to be reduced in accordance with actuarial guidance issued by the Secretary of State (with the reduction on that part of the member’s benefits subject to the 85 year rule being calculated by reference to the period between the date the benefits are drawn and age 60, or the date of attaining the 85 year rule, whichever is the later), and
- c) the Scheme employer can exercise a discretion to waive any actuarial reductions (including where an actuarial reduction may still be applied to a member’s benefits after ‘switching back on’ the 85 year rule in full) (at cost to the Scheme employer, via an employer strain charge).

Employer Policy Decision

Fleet Town Council will not switch on the 85 year rule under any circumstances.

Waiving of actuarial reductions

Regulation 30(8), TP3(1), TPSch 2, para 2(1), B30(5) and B30A(5)

Whether to waive, in whole or in part, any actuarial reductions on benefits which a member voluntarily draws before normal pension age (other than on the grounds of flexible retirement).

Employers can agree to waive any actuarial reductions due in the case of employees retiring any time after age 55. For active members voluntarily retiring on or after age 55 and before Normal Pension Age (NPA), who elect under regulation 30(5) of the LGPS Regulations 2013 to immediately draw benefits, and for deferred members and suspended tier 3 ill-health pensioners who elect under regulation 30(5) of the LGPS Regulations 2013 to draw benefits (other than on ill health grounds) on or after age 55 and before NPA.

There are 4 member groups which you would be making the discretions policy on, the below covers in what circumstance reductions can be waived and to which benefits these would apply:

Group 1 - Members joined before 1 October 2006 and who reached 60 before 1 April 2016

- To waive on compassionate grounds, any actuarial reductions applied to benefits built up before 1 April 2016, and/or
- To waive, in whole or in part, on any grounds, actuarial reductions applied to benefits built up after 31 March 2016

Group 2 - Members joined before 1 October 2006 and who reach age 60 between 1 April 2016 and 31 March 2020 and also meet their critical retirement age before 1 April 2020 (date member meets the 85 year rule)

- To waive on compassionate grounds, any actuarial reductions applied to benefits built up before 1 April 2020, and/or
- To waive in whole or in part on any grounds, actuarial reductions applied to benefits built up after 31 March 2020

Group 3 - Members joined before 1 October 2006 and who reach age 60 after 31 March 2020 (or who would reach age 60 between 1 April 2016 and 31 March 2020 and don't meet their critical retirement age before 1 April 2020 (date member meets the 85 year rule)

- To waive on compassionate grounds, any actuarial reductions applied to benefits built up before 1 April 2014, and/or
- To waive, in whole or in part on any grounds, actuarial reductions applied to benefits built up after 31 March 2014

Group 4 - Members joined after 1 October 2006

- To waive on compassionate grounds, any actuarial reductions applied to benefits built up before 1 April 2014, and/or
- To waive, in whole or in part on any grounds, actuarial reductions applied to benefits built up after 31 March 2014

Employers should also note that the strain cost of any such retirements would need to be met by the employer and paid into the Pension Fund at the appropriate time.

Employer Policy Decision

Whether to waive any actuarial reductions for a member voluntarily drawing benefits before NPA (other than on the grounds of flexible retirement), as outlined above.

Fleet Town Council will not waive actuarial reduction.

The following discretions apply to members who left the scheme between 1 April 2008 and 31 March 2014

Whether to “switch on” the 85 year rule for a member with deferred benefits voluntarily drawing benefits on or after age 55 and before age 60

[paragraph 1(1)(c) & 1(2) of Schedule 2 to the LGPS (Transitional Provisions, Savings and Amendment) Regulations 2014]

Whether to “switch on” the 85 year rule for a member with deferred benefits voluntarily drawing benefits on or after age 55 and before age 60.

A member with a deferred benefit who left the scheme voluntarily between 1 April 2008 – 31 March 2014 and who has subsequently become a deferred pensioner may now claim their benefits from age 55 without their employer’s consent. However, these benefits will be reduced for early payment.

Where a member has reached the 85 year rule at the point of retirement, an employer can consent to switching on the 85 year rule. Any ‘strain’ to the Fund will be payable immediately by the Scheme employer.

Employer Policy Decision

Fleet Town Council will not switch on the 85 year rule under any circumstances.

Whether to ‘switch on’ the 85 year rule upon the voluntary early payment of a suspended tier 3 ill health pension?

[paragraph 1(1)(c) & 1(2) of Schedule 2 to the LGPS (Transitional Provisions, Savings and Amendment) Regulations 2014]

Whether to “switch on” the 85 year rule for a member with a suspended tier 3 ill-health pension voluntarily drawing benefits (on or after 14 May 2018) on or after age 55 and before age 60.

Where a member has reached the 85 year rule at the point of retirement, an employer can consent to switching on the 85 year rule. Any ‘strain’ to the Fund will be payable immediately by the Scheme employer.

Employer Policy Decision

Fleet Town Council will not switch on the 85 year rule under any circumstances.

Whether to waive upon the voluntary early payment of deferred benefits any actuarial reduction on compassionate grounds?

[regulation 30(5) of the LGPS (Benefits, Membership and Contributions) Regulations 2007 and paragraph 2(1) of Schedule 2 to the LGPS (Transitional Provisions, Savings and Amendment) Regulations 2014]

A member with a deferred benefit who left the scheme voluntarily between 1 April 2008 – 31 March 2014 may now claim their benefits from age 55 without their employer’s consent. However, these benefits will be reduced for early payment.

An employer can consent to waiving any reductions, on compassionate grounds, that would normally be applied to deferred benefits which are paid before age 65.

Employer Policy Decision

Whether to waive upon the voluntary early payment of a suspended tier 3 ill health pension, any actuarial reduction on compassionate grounds?

[regulation 30A(5) of the LGPS (Benefits, Membership and Contributions) Regulations 2007 and paragraph 2(1) of Schedule 2 to the LGPS (Transitional Provisions, Savings and Amendment) Regulations 2014]

A member with a suspended tier 3 ill health pension and who left the scheme between 1 April 2008 – 31 March 2014 may now claim for their pension to be brought back into payment from age 55 without their employer’s consent. However, these benefits will be reduced for early payment.

An employer can consent to waiving any reductions, on compassionate grounds, that would normally be applied to deferred benefits which are paid before age 65.

Employer Policy Decision

The following discretions apply to members who left the scheme between 1 April 1998 and before 1 April 2008

Whether to 'switch on' the 85 year rule upon the voluntary early payment of deferred benefits

[paragraph 1 (1) (f) & 1 (2) of Schedule 2 to the LGPS (Transitional Provisions, Savings and Amendment) regulations 2014]

Whether, as the 85 year rule does not automatically fully apply to members who would otherwise be subject to it and who choose to voluntarily draw their deferred benefits (on or after 14 May 2018) on or after age 55 and before age 60, to switch the 85 year rule back on in full for such members.

Deferred members who left the scheme after 1 April 1998 are now able to voluntarily retire between ages 55 and 60. If they were a member of the LGPS on 30 September 2006 then some of their benefits could be protected from reductions applied to early payment under the 85 year rule. This rule only applies automatically to members voluntarily retiring from age 60 but the ceding employer has the discretion to "switch it on" for voluntary retirements between age 55 and 60.

Where the employer does not choose to "switch on" the rule, then benefits built up would be subject to reduction in accordance with actuarial guidance issued by the Secretary of State regardless of whether a member meets the rule or not

If the employer does agree to "switch on" the 85 year rule, the employer will have to meet the cost of any strain on fund resulting from the payment of benefits before age 60 i.e. where the member has already met the 85 year rule or will meet it before age 60.

Employer Policy Decision

Fleet Town Council will not switch on the 85 year rule under any circumstances.

Whether to grant applications for the early payment of pension benefits on or after age 50 and before age 55
[regulation 31(2) of the LGPS Regulations 1997].

Whether to grant application for early payment of deferred benefits on or after age 50 and before age 55.

A member with a deferred benefit who left the scheme between 1 April 1998 – 31 March 2008 can claim their benefits from age 50 with their employer's consent.

However, these benefits may be reduced for early payment and/or be subject to an unauthorised payment charge under the Finance Act 2004

Employer Policy Decision

Fleet Town Council will not allow early payment of pensions to deferred members.

Whether, on compassionate grounds, to waive any actuarial reduction that would normally be applied to benefits
[regulation 31(5) of the LGPS Regulations 1997 and paragraph 2(1) of Schedule 2 to the LGPS (Transitional Provisions, Savings and Amendment) Regulations 2014].

Whether to waive any actuarial reduction on compassionate grounds which would normally be applied to benefits which are paid before age 65.

Employers should note that the strain cost of any such retirements would need to be met by the employer and paid into the Pension Fund at the appropriate time.

Employer Policy Decision

Fleet Town Council will not waive any actuarial reductions.

The following discretions apply to members who ceased active membership before 1 April 1998

Whether to grant applications for the early payment of deferred pension benefits on or after age 50 and before NRD on compassionate grounds
[regulation D11(2)(c) of the LGPS Regulations 1995].

Whether to grant early payment of a deferred benefit on compassionate grounds, on or after age 50 and before NRD.

If granted, these benefits may be reduced for early payment and/or be subject to an unauthorised payment charge under the Finance Act 2004

Employer Policy Decision

- These policies may be subject to review from time to time. Any subsequent change in this Policy Statement will be notified to affected employees.
- If the employer decides to amend the policy, no change can come into effect until one month has passed since the date the amended policy statement was published.
- Any changes to this policy will be notified to the Hampshire Pension Services within 1 month of the change.

For the full list of discretions policies go to <http://lgpslibrary.org/assets/gas/ew/DISCLv1.6c.pdf>

Signed on behalf of:

Completed by:

Position:

Signature:

Date:

PART B - Optional Discretions

(The four detailed are the most frequently used Regulations, but remain optional – see [LGA Discretions](#) for the full list of optional employer discretions)

Membership Aggregation

Regulation 22 (7)(b),(8)(b)

Whether to extend the 12 month option period for a member to elect to join deferred benefits to their current employment/membership

The election to keep separate pension benefits must be made within 12 months of becoming an active member, who must be active at the date of election.

An employer may allow a period longer than 12 months

Employer Policy Decision

Transfers of Pension Rights

Regulation 100(6)

Extend normal time limit for acceptance of a transfer value beyond 12 months from joining the LGPS

Where an active member requests to transfer previous pension rights into the LGPS, the member must make a request within in 12 months of becoming an active member.

An employer may allow a longer period than 12 months

Employer Policy Decision

Time limit for a member to elect to purchase additional pension by way of a shared cost additional pension contribution (SCAPC) upon return from a period of absence.

Regulation 16(16) of the LGPS Regulations 2013.

Whether to extend the 30 day deadline for member to elect for a SCAPC upon return from a period of absence from work with permission with no pensionable pay (otherwise than because of illness or injury, relevant child-related leave or reserve forces service leave)

Employer Policy Decision

Shared Cost Additional Voluntary Contribution arrangements

Regulation 17 of the LGPS Regulations 2013 and regulation 15(2A) of the LGPS (Transitional Provisions and Amendment) Regulations 2014

Whether to allow a Shared Cost Additional Voluntary Contribution (SCAVC) arrangement. To determine how much will be allowed to be contributed to the SCAVC arrangement. To define in what circumstances contribution to a SCAVC arrangement will be allowed.

Employer Policy Decision

- These policies may be subject to review from time to time. Any subsequent change in this Policy Statement will be notified to affected employees.
- If the employer decides to amend the policy, no change can come into effect until one month has passed since the date the amended policy statement was published.
- Any changes to this policy will be notified to the Hampshire Pension Services within 1 month of the change.

Signed on behalf of:

Completed by:

Position:

Signature:

Date:

Name	Job	Training	Provider	Completed
Ben Crane	Facilities and Open Spaces Manager	Electrical safety awareness	Vitaskills	08/02/2024
Ben Crane	Facilities and Open Spaces Manager	Method Statement Awareness	Vitaskills	08/02/2024
Ben Crane	Facilities and Open Spaces Manager	COSHH awareness	Vitaskills	08/02/2024
Ben Crane	Facilities and Open Spaces Manager	Safeguarding Children Lvl 2	Vitaskills	09/02/2024
Ben Crane	Facilities and Open Spaces Manager	Safeguarding Adults	Vitaskills	16/02/2024
Ben Crane	Facilities and Open Spaces Manager	Evac Chair Train the Trainer	Vitaskills	16/04/2024
Charlotte Benham	Projects Officer	IOSH	HSQE	08/02/2024
Charlotte Benham	Projects Officer	Asbestos awareness	Vitaskills	05/02/2024
Charlotte Benham	Projects Officer	Stress Awareness for managers	Vitaskills	06/02/2024
Charlotte Benham	Projects Officer	Environmental awareness at work	Vitaskills	02/02/2024
Charlotte Benham	Projects Officer	Food allergen awareness	Vitaskills	02/02/2024
Charlotte Benham	Projects Officer	Health, safety and welfare for workers	Vitaskills	02/02/2024
Kai Julian	Duty Manager	Food Allergy Awareness	High Speed	06/02/2024
Rochelle Halliday	Executive Officer	Employee Engagement	Seedl	06/02/2024
Rochelle Halliday	Executive Officer	Engagement of people	Seedl	06/02/2024
Rodney Marshall	Duty Manager	Risk Assessment Awareness	Vitaskills	05/02/2024
Rodney Marshall	Duty Manager	COSHH awareness	Vitaskills	05/02/2024
Rodney Marshall	Duty Manager	Noise awareness	Vitaskills	05/02/2024
Rodney Marshall	Duty Manager	Electrical safety awareness	Vitaskills	05/02/2024
Rodney Marshall	Duty Manager	Ladder safety awareness	Vitaskills	05/02/2024
Rodney Marshall	Duty Manager	Evac Chair Train the Trainer	Vitaskills	16/04/2024
Sarah McKibbin	Duty Manager	Evac Chair Train the Trainer	Vitaskills	16/04/2024
Rita Tong	Executive Officer	Antimoney laundering	Bright HR	15/06/2024
Rita Tong	Executive Officer	Cyber Security	Bright HR	13/06/2024
Rita Tong	Executive Officer	Dealing with flexible working requests	Bright HR	15/06/2024
Rita Tong	Executive Officer	Disciplinary outcome and appeal procedure	Bright HR	15/06/2024
Rita Tong	Executive Officer	Effective communication	Bright HR	15/06/2024
Rita Tong	Executive Officer	Equality at work	Bright HR	15/06/2024
Rita Tong	Executive Officer	Green & Sustainability terminology	Bright HR	15/06/2024
Rita Tong	Executive Officer	Managing investigation & disciplinary	Bright HR	15/06/2024
Rita Tong	Executive Officer	Mental Health Awareness	Bright HR	12/06/2024
Rita Tong	Executive Officer	Neurodiversity	Bright HR	15/06/2024
Rita Tong	Executive Officer	Time management	Bright HR	15/06/2024
Rita Tong	Executive Officer	Understanding GDPR	Bright HR	15/06/2024
Rita Tong	Executive Officer	When to be assertive	Bright HR	15/06/2024
Rita Tong	Executive Officer	Whistleblowing	Bright HR	15/06/2024