



HOUGHTON REGIS TOWN COUNCIL

Peel Street, Houghton Regis, Bedfordshire, LU5 5EY

Town Mayor: **Cllr D Jones**
Town Clerk: **Clare Evans**

Tel: 01582 708540
e-mail: info@houghtonregis-tc.gov.uk

14th October 2026

To: Members of the Staffing Committee

Cllrs: W Henderson (Chair), E Costello, M Herber, D Jones, T McMahon, A Slough, D Taylor

(Copies to other Councillors for information)

Notice of Meeting

You are hereby summoned to a Meeting of the **Staffing Committee** to be held at the Council Offices, Peel Street on **Tuesday 20th October 2026 at 7.00pm.**

Members of the public who wish to attend the meeting may do so in person or remotely through the meeting link below.

To attend remotely through Teams please follow this link: [MEETING LINK](#)

All attendees are reminded that this meeting must be conducted in a respectful and considerate manner. Comments should remain appropriate and non-defamatory, as behaviour that undermines dignity, respect, or integrity will not be permitted.

Clare Evans
Town Clerk

THIS MEETING MAY BE RECORDED

Agenda

- 1. APOLOGIES AND SUBSTITUTIONS**
- 2. QUESTIONS FROM THE PUBLIC**

In accordance with approved Standing Orders 1(e)-1(l) Members of the public may make representations, ask questions and give evidence at a meeting which they are entitled to attend in respect of the business on the agenda.

** This meeting may be filmed by the Council for subsequent broadcast online and can be viewed at <https://houghtonregis-tc.gov.uk/council/committees>*

Phones and other equipment may be used to film, audio record, tweet or blog from this meeting by an individual Council member or a member of the public. No part of the meeting room is exempt from public filming unless the meeting resolves to go into exempt session

The use of images or recordings arising from this is not under the Council's control.

The total period of time designated for public participation at a meeting shall not exceed 15 minutes and an individual member of the public shall not speak for more than 3 minutes unless directed by the chairman of the meeting.

3. DECLARATIONS OF INTEREST & REQUESTS FOR DISPENSATIONS

Under the Localism Act 2011 (sections 26-37 and Schedule 4) and in accordance with the Council's Code of Conduct, Members are required to declare any interests which are not currently entered in the member's register of interests or if he/she has not notified the Monitoring Officer of any such interest.

Members are invited to submit any requests for Dispensations for consideration.

4. MINUTES

Pages 6 - 11

To approve the Minutes of the meeting held on 21st July 2026.

Recommendation: To approve the Minutes of the meeting held on 21st July 2026 and for these to be signed by the Chairman.

5. RECRUITMENT UPDATE

Members are advised that the initial stages of the recruitment process for two Grounds apprentices have begun.

This information is presented for Members' information and noting.

6. INTERIM APPRAISAL UPDATES

Members are advised that the interim appraisals are underway, with any remaining appraisal meetings booked over the coming weeks.

This information is presented for Members' information and noting.

7. 2026 - 2027 PAY AWARD

Members are informed that the 3.3% pay increase (as agreed by the National Joint Council for local government services in August 2026) was paid to staff in their September salary, backdated to April 2026, as per staff contracts of employment.

This information is presented for Members' information and noting.

8. STAFFING COMMITTEE BUDGET REQUESTS

Members are requested to recommend to Town Council that an annual budget be allocated to the Staffing Committee with delegated authority to approve expenditure within the agreed budget and the Committee's terms of reference.

Expenditure could include, but would not be limited to:

- HR software
- HR administration and advisory services
- Employee Assistance Programme
- Occupational health
- recruitment

Corresponding budget reductions would be made in the Corporate Services budget.

Recommendation: To recommend to Town Council that an annual budget be allocated to the Staffing Committee with delegated authority to approve expenditure within the agreed budget and the Committee's terms of reference.

9. MODEL CONTRACT OF EMPLOYMENT

Pages 12 - 29

Members will find a report attached advising members on the updated NALC model contract of employment, which includes revised provisions relating to probation and Statutory Sick Pay. The proposed amendments are shown as tracked changes and have been reviewed by the Council's HR adviser, who has confirmed that the contract is suitable for use.

Recommendation:

1. To adopt the updated model contract of employment.
2. To approve issuing updated contracts to existing staff in January 2027.

10. SMOKING POLICY

Pages 30 - 38

Members will find a report attached with a draft Smoking Policy, which set out expectations for smoking and vaping on Council premises and whilst undertaking Council duties.

Recommendation:

1. To adopt the Smoking Policy for use by staff, councillors and visitors.
2. To implement the policy as soon as practicable following communication of its requirements to employees and councillors.

11. TOWN CLERK'S ANNUAL LEAVE, OVERTIME WORKING AND SICKNESS

Annual leave

From July 2026 to September 2026 the Clerk has had 11 day's annual leave and 3 days flexi leave.

The following leave is requested:

26th – 30th October 2026

29th – 30th December 2026

Overtime

During the period July 2026 to September 2026 the Clerk has attended 4 meetings or events outside of the working day.

Sickness

During the period July 2026 to September 2026 the Clerk has 0 day's sick leave.

Leave taken, overtime and sickness data is presented for Members' information and noting.

Recommendation: **To approve the Town Clerk's annual leave requests.**

12. EXCLUSION OF THE PRESS AND PUBLIC

- Staff sickness
- Staff forecast review and update

Recommendation: **In accordance with Section 1(2) of the Public Bodies (Admission to Meetings) Act 1960, the public and press be excluded from the meeting during the consideration of the item set out below on the grounds that publicity would be prejudicial to the general interest by reason of the confidential nature of the business to be transacted.**

HOUGHTON REGIS TOWN COUNCIL

Staffing Committee Minutes of the meeting held on 21st July 2026 at 7pm

Present: Councillors: W Henderson Chairman
E Costello
D Jones
T McMahon
A Slough
D Taylor

Officers: Louise Senior Head of Democratic Services
Amanda Samuels Administration Officer

Public: 1 (virtual)

Apologies: Councillor: M Herber

13642 APOLOGIES AND SUBSTITUTIONS

Apologies were received from Councillor Herber.

13643 QUESTIONS FROM THE PUBLIC

None.

13644 SPECIFIC DECLARATIONS OF INTEREST & REQUESTS FOR DISPENSATIONS

None.

13645 ELECTION OF VICE-CHAIR

Members were invited to elect a Vice-Chair for the Staffing Committee for 2026-2027.

Nominee:	Cllr Jones	Proposed by:	Cllr Henderson
		Seconded by:	Cllr Costello

On being put to the vote, Cllr Jones was appointed Vice-Chair of Staffing for the municipal year of 2026/2027.

13646 MINUTES

The Committee received the minutes of the Staffing Committee meeting held on 2nd February 2026 for consideration.

Members highlighted that the Town Clerk had attended the previous meeting but had been omitted from the Minutes. Members were happy to agree the minutes with this amendment.

Resolved: That the minutes of the Staffing Committee meeting held on 2nd February 2026 be approved as a correct record and signed accordingly.

13647 COMMITTEE FUNCTIONS & TERMS OF REFERENCE

In accordance with Standing Order 4.j.iv Council was required to review its delegation arrangements to committees and sub-committees.

These arrangements were set out in the Committee Functions & Terms of Reference. This document set out the system of delegation to the Committees, Sub-Committees and Working Groups of the Council.

Members were provided with the extract from the approved Committee Functions & Terms of Reference which related to this committee.

13648 COMMITTEE WORKPLAN

Members were provided with a workplan for the municipal year 2026/27.

The workplan provided a structured approach to the committee's business throughout 2026/27, ensuring all statutory requirements and governance obligations were met in a timely manner.

Resolved: To review and approve the Staffing Committee Workplan, which outlines anticipated specific reports for the municipal year 2026/27.

13649 APPOINTMENT OF CLERKS APPOINTED PERSON

As part of the Committees Functions a member was to be appointed to support the Clerk for day-to-day matters, to handle impromptu leave requests, absences from work and to feed matters to Committee where any decisions/actions had been made.

For the 2025/2026 municipal year, the role for day-to-day contact was undertaken by Councillor David Jones.

In accordance with the Council's established arrangements, the Clerk's appraisal would typically be undertaken by the Chair of the Council and the Chair of the Corporate Services Committee.

Cllr Jones expressed a wish to act as the second councillor for the Clerk's appraisal process rather than continuing in the role of the Clerk's Appointed Person.

Cllr Jones considered this an appropriate opportunity for another councillor to take on the Appointed Person role and undertake the regular day-to-day liaison with the Clerk. Cllr Jones suggested that Cllr Taylor be considered for the role, given their position as Chair of Corporate Services.

Cllr McMahon also expressed an interest in becoming the Appointed Person but noted that appointing Cllr Herber would provide continuity in the role.

Following further discussion, Members proposed Cllr A Slough to act as the Clerks Appointed Person

Proposed by: Cllr Jones

Seconded by: Cllr McMahon

On being put to the vote, councillors voted in favour of Cllr Slough as the Clerk's Appointed Person.

Cllr Jones was proposed as the second member to undertake the Clerk's appraisal

Proposed by: Cllr Henderson

Seconded by: Cllr Slough

On being put to the vote, councillors voted in favour of Cllr Jones being appointed to undertake the Clerk's appraisal.

Members considered recommendation 2 and agreed that the wording 'in addition to Cllr Jones' should be removed.

Resolved:

- 1) To appoint a member as the designated day-to-day contact and to undertake the Clerk's appraisal;**
- 2) To appoint a second member to undertake the Clerk's appraisal.**

13650 EYECARE POLICY

Members were advised that the Eye Care Policy was due for re-approval.

Members were provided with a report and tracked-changes policy to support the recommendation for adoption of the policy.

Members enquired whether councillors would be included in the policy, given that much of their work was now in electronic form. There was some discussion as to whether councillors, as volunteers, would be eligible. Members agreed that they would welcome further investigation into the matter and the Head of Democratic Services confirmed this would be explored further.

Resolved: To adopt the Town Council's Eyecare Policy.

13651 EMPLOYEE ASSISTANCE PROGRAMME

Members were provided with a report and requested to consider the renewal of the Council's Employee Assistance Programme, which supported staff wellbeing through confidential advice, counselling and guidance services.

The current contract, previously based on 20 employees at an annual cost of £450, was due for renewal. The Council currently employed 33 staff, and accordingly the cost reflected the increase.

Quotations had been obtained from accredited providers, with options including both fixed-rate and per-employee pricing structures.

Members stated that figures on annual usage might prove helpful. The Head of Democratic Services confirmed that this data could be requested.

In response to questions from Members, the Head of Democratic Services stated that the extended services offered by some companies were not required, hence the recommendation for Company B. The contract would be for five years with no break clause; however, it would be possible to upgrade the service during this period if it was felt necessary.

- 1. To support the continuation of the Employee Assistance Programme.**
- 2. To recommend that the Corporate Services committee enters into a contract with Company B for the provision of the Employee Assistance Programme for a period of five years at a cost of £535 per annum.**

13652 MEMBERSHIP OF EXTERNAL ORGANISATIONS

Members were advised of the membership of the Senior Management Team (SMT) on relevant external professional organisations. There were no major changes to report.

- Resolved:**
- 1) To approve the continued membership of the Town Clerk, Head of Democratic Services, and Head of Environmental and Community Services in relevant external professional organisations.**
 - 2) To note that the associated membership fees, officer time, and travel costs are proportionate to the benefits gained.**

13653 TOWN CLERK'S ANNUAL LEAVE, OVERTIME WORKING AND SICKNESS

Annual leave

- From January 2026 to March 2026 the Clerk had taken 6 day's annual leave and 3 days flexi leave.
- From April 2026 to June 2026 the Clerk had taken 4 day's annual leave and 3 days flexi leave.

The following leave was requested:

10th – 24th August

Overtime

- During the period January 2026 to March 2026 the Clerk attended 3 meetings or events outside of the working day.
- During the period April 2026 to date the Clerk attended 4 meetings or events outside of the working day.

Sickness

- From January 2026 to March 2026 the Clerk had 0 day's sick leave
- From April 2026 to date the Clerk had 0 day's sick leave

Resolved: To approve the Town Clerk's annual leave request.

13654 RECRUITMENT UPDATE

Members were advised of recent recruitment outcomes:

Project Manager - Bianca Nagle

Following an internal recruitment exercise, an employee had been successfully appointed.

Cemetery and Allotments Officer – Susan Styant

An appointment had been made to the post of Cemetery and Allotments Officer – the successful candidate commenced employment on 1st June 2026.

Grounds Person – Robert Doris

The Grounds Person position was re-advertised following the unsuccessful probationary outcome of the previous appointee.

An appointment had been made to the post of Grounds Person. The successful candidate commenced employment on 22nd June 2026.

Finance Manager – Heidi Crumpton

An appointment had been made to the post of Finance Manager – The successful candidate had a confirmed start date of 27th July 2026.

Members believed the successful recruitment for these positions demonstrated that Houghton Regis Town Council was viewed as an attractive employer. The internal appointment also demonstrated the potential for progression within the council.

Members sent their best wishes to all those recently recruited.

13655 STAFF APPRAISALS

Members were advised that the majority of staff Appraisals had been completed with the remaining appraisal meetings booked over the coming weeks.

This information was provided for information only.

13656 EXCLUSION OF PRESS AND PUBLIC

Members voted on the exclusion of the press and public:

Proposed by: Cllr A Slough

Seconded by: Cllr E Costello

Votes in favour: 6

Resolved: In accordance with Section 1(2) of the Public Bodies (Admission to Meetings) Act 1960, the public and press be excluded from the meeting during the consideration of the item set out below on the grounds that publicity would be prejudicial to the general interest by reason of the confidential nature of the business to be transacted.

13657 STAFF SICKNESS

Members discussed the staff sickness figures. Members felt that with the increase in staff numbers, sickness days lost was improved from previous data.

This data was provided for information only.

13658 JOB EVALUATION

Members received a report outlining the findings of the job evaluation requested at the previous Staffing Committee meeting. The Committee considered and discussed the outcome of the evaluation and the recommendations arising from it.

Members queried how the evaluation was carried out. It was confirmed that the external evaluator had been trained to evaluate posts under the Single Status Agreement and was the Chief Officer at the first Council in the Country of any size to adopt the single status agreement and evaluation. He is also trained in evaluation under the 2004 National Agreement and is a fully qualified Associate of the Chartered Institute of Personnel Development.

Resolved:

- 1. To note the outcome of the Town Clerk's job evaluation and to revise the Town Clerks spinal point range to SCP 55-62, effective from 1st April 2026;**
- 2. To note that there is no arising budgetary implication in 2026/27;**
- 3. To budget for a SCP increase for the town clerk in 2027/28 and for the subsequent 3 years.**

The Chairman declared the meeting closed at 7.54 pm

Dated this 20th day of October 2026

Chairman



STAFFING COMMITTEE

Agenda Item 9

Date:	20th October 2026
Title:	Updated Model Contract of Employment
Purpose of the Report:	To consider the updated NALC model contract, including changes to probation and Statutory Sick Pay wording, and arrangements for its use.
Contact Officer:	Louise Senior, Head of Democratic Services

1. RECOMMENDATION

- **To adopt the updated model contract of employment.**
- **To approve issuing updated contracts to existing staff in January 2027.**

2. BACKGROUND

NALC has issued an updated model contract of employment for parish and town councils. The model incorporates National Joint Council for Local Government Services terms and conditions, commonly referred to as the Green Book, and requires adaptation to the Council's circumstances and individual posts.

The version notes identify two principal updates:

- Revised probation provisions in preparation for the reduction in the unfair dismissal qualifying period to six months, scheduled to take effect from 1st January 2027.
- The removal of references to qualifying dates for Statutory Sick Pay (SSP).

The Council's HR adviser has reviewed the proposed amendments against current legislation and the changes scheduled for January 2027.

3. ISSUES FOR CONSIDERATION

The contract provides for an initial three-month probationary period, which may be extended to a maximum of six months. Where probation is extended, the final review meeting must take place no later than two weeks before the end of the employee's first six months of employment.

If no final probationary review meeting has taken place, the contract provides for the employee to be automatically confirmed in their role no later than one clear week

before the end of their first six months of employment. These are separate deadlines: two weeks for the final review meeting and one clear week for automatic confirmation where no meeting has taken place.

The updated contract also reflects changes to Statutory Sick Pay (SSP) which took effect on 6th April 2026. These removed the three waiting days and the lower earnings limit, making SSP payable from the first qualifying day of sickness absence to eligible employees regardless of their level of earnings.

SSP is payable at the statutory weekly rate or 80% of the employee's average weekly earnings, whichever is lower, for up to 28 weeks, subject to the statutory eligibility rules.

The Council's existing occupational sick pay provisions remain unchanged. SSP forms part of occupational sick pay rather than being paid in addition to it. The revised wording therefore updates the statutory provisions without reducing employees' existing contractual sick pay entitlement.

4. HRTC CORPORATE PLAN

4 Management and Operations: To improve the efficiency and effectiveness of the Town Council as the key local service provider

4.5 Enhance the role of the council.

5. IMPLICATIONS

Corporate Implications

- Contract templates and associated procedures will require alignment. Managers will need guidance on probation deadlines and written outcomes.

Legal Implications

- Contracts must reflect applicable employment legislation and agreed Green Book terms.

Crime and Disorder Implications

- There are no crime and disorder implications arising from the recommendations.

Financial Implications

- There are no financial implications arising from the recommendations

Risk Implications

- Failure to maintain clear and up-to-date employment contracts could result in uncertainty over agreed terms and potential employment disputes. Adoption of the reviewed contract will help reduce this risk.
- Probation review deadlines will need to be monitored to avoid employees being automatically confirmed in their roles before their suitability has been formally assessed.

Equalities Implications

- Houghton Regis Town Council has a duty to promote equality of opportunity, eliminate unlawful discrimination, harassment and victimisation and foster good relations in respect of nine protected characteristics; age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.
- Adoption of the template contract does not result in unjustified differences in treatment between employees.

Climate Change Implications

- There are no climate change implications arising from the recommendations

Press Contact

- There are no press implications arising from the recommendations

6. CONCLUSION AND NEXT STEPS

Subject to approval, officers will issue updated contracts to existing staff in January 2027. This will consolidate each employee's existing terms and any previous letters of variation into one up-to-date document, ensuring their personnel records are clear and complete.

The Council's HR adviser has confirmed that this approach is appropriate. No changes to existing salaries, working arrangements or other agreed contractual terms are proposed. Staff will have an opportunity to review their updated contracts and raise any questions before being asked to sign them.

7. APPENDICES

Appendix A: NALC Model contract of employment - tracked changes

MODEL CONTRACT OF EMPLOYMENT FOR LOCAL COUNCILS

INTRODUCTION

This model contract of employment has been drafted for NALC by WorkNest HR. It is endorsed by SLCC. It is intended as a guide to be adapted to each council's circumstances and is not intended to provide legal advice. If councils require legal advice, they can contact their county association. If councils require HR advice they can also contact their county association. We strongly recommend that HR advice is sought by councils in drawing up a contract of employment. Clerks are advised to contact the SLCC for advice. Depending on the nature of the advice needed the council may need to engage their own advisers. WorkNest provides employment support to town and parish councils on a range of employment matters and councils can engage them directly for further support.

Terms and conditions

NALC and SLCC recommends councils to offer enhanced terms that align with the best practice within the Local Government sector. This best practice is defined by the Green Book terms and conditions. Offering good terms of employment supports recruitment and retention of a high-quality workforce and demonstrates that the council is a good employer which values its staff.

This model contract incorporates Green Book terms. The National Joint Council for Local Government Services National Agreement on Pay and Conditions or 'Green Book' terms and conditions are agreed nationally and any changes (such as pay) should be automatically applied to council staff if their contract incorporates Green Book terms. In other words, the salary of a clerk on Green Book terms must be increased in accordance with nationally agreed terms. Green Book terms provide entitlements that are in excess of those set as statutory minimum under employment legislation. Councils should be aware of the full terms and conditions contained in the Green Book and will need a subscription to access this. Councils can access further information on the Green Book at <https://www.local.gov.uk/local-government-terms-and-conditions-green-book>

This template provides councils a contract with the Green Book terms already reflected in the relevant sections. Please note there are still choices for the council to make in this document, these are shown in **[bold square brackets]**.

NALC and SLCC encourage the use of the Green Book terms for all staff. If a council decides to offer enhanced terms and conditions for some staff but not others, care must be taken to ensure the differentiation is not unlawfully discriminatory. It would be unlawfully discriminatory if such a decision favoured one group of staff over another, where that group of staff is protected against unfavourable treatment by the Equality Act. For example, if the pay and benefits for men were better than the pay and benefits for women doing comparable work.

This model contract can be used for any council employee. It is a basic template that will require specific adaptation.

A Council must check that job applicants have the right to work in the UK before it can employ them. It is best practice to obtain the appropriate evidence at the interview stage. See [Gov.Uk](https://www.gov.uk) for more information.

Managers

Recognising that Councils are of varying sizes, where the term manager is used it is recognised this could be the clerk, chief officer, another employee of the council, full council or the staffing committee depending on the situation.

It is good practice to have a clearly identified person who is the responsible 'line manager' or equivalent contact for an employee so that there is clarity on who the employee should report concerns to, who they notify if they are sick or to request leave etc. More often for council employees this may be the clerk/chief officer, and for the clerk this could be the staffing/personnel committee who may nominate a key contact such as the chair for daily matters (such a leave approval/reporting sickness) that cannot wait for a meeting, but can be ratified retrospectively. It is NALCs recommendation that a local council appoints a staffing committee to be responsible for staffing, employment and HR matters.

How to use this model

This document contains a template for the council to edit/complete. There is an accompanying set of guidance notes that the council should refer to, while drafting a contract, to make sure they understand the terms they are committing to in the contract, and they are reflecting what is appropriate for the role and the council. It is strongly recommended that the council considers this document with the accompanying notes and seeks additional HR support when drawing up a contract of employment.

Where there are **[bold square brackets]** the council need to review and complete the appropriate information and so remove the square brackets. The council should ensure they edit the options to reflect the terms they are offering to their employee/s.

This document provides a current template that councils can issue to new employees. It is not intended to replace the contracts of existing employees. Any requirement to change the contractual terms of existing employees would require consultation and councils are advised to seek specialist advice before proceeding.

This document has been written with local councils of all sizes in mind. The same employment legislation applies whether you are a large or small local council so the contract and the legislation it cites is applicable if you have one employee or twenty employees. The contract can be used for any member of staff employed by the council.

Changes to this version

The probationary period section has been updated to reflect the anticipated six month probationary period due to commence from 1 January 2027. Councils should be aware that any employee who does not have a final probationary meeting during this period will be confirmed in employment automatically at the end (at the latest one clear week before the end of the six month period).

The Sickness clause has removed references to qualifying dates for Statutory Sick pay.

CONTRACT OF EMPLOYMENT

This document sets out your main terms and conditions of employment. It includes the written particulars required by the Employment Rights Act 1996. The National Agreement on Pay and Conditions of Service of the National Joint Council ("the NJC") for Local Government Services ("the Green Book") applies to your employment save as amended by this contract.

Name of Employer: **[Insert Name]** referred to as '**the Council**' '**us**' or '**we**' or '**our**'
Address of Employer: **[Insert Address of Employer]**

Name of Employee: **[Insert Name]** referred to as '**You**'
Address of Employee: **Insert Address of Employee**
(Please advise us of any change of name and/or address in writing).

Dated: **[Insert the date when this document is given]**

Your employment with the Council is governed by the terms and conditions contained in this agreement which starts from the start date and which supersedes all other agreements whether in writing or otherwise.

This agreement incorporates the provisions contained in any correspondence from us offering you employment and our staff policies. You will comply with any rules, policies and procedures set out in the staff policies. If there is any conflict between the terms of this agreement and the provisions of our staff policies, **[which do not/which do]** form part of your contract of employment, the terms of this agreement shall prevail. We reserve the right (to be exercised reasonably) to amend the terms of this agreement and the contents of the staff policies.

1. DATE AND DURATION OF EMPLOYMENT

Your employment under this contract will begin on **[insert date when these terms commence]** and will continue, subject to the remaining terms of this agreement, until terminated by either party giving the other the required notice as set out in this contract.

[Options for temporary appointments]

Your employment under this contract will begin on **[insert date when these terms commence]** and will continue, subject to the remaining terms of this agreement, until it ends on **[insert end date]** without the need for notice unless previously ended by either party giving the required notice in writing as defined in the Notice Clause below.

OR

Your employment under this contract is to cover for maternity leave. It will begin on **[insert date when these terms commence]** and will continue, subject to the remaining terms of this agreement, until it ends on or around **[insert end date]** when the person you are covering for is due to return to work. You will receive the notice set out in the Notice Clause below.

Please note that your contract will not automatically renew if the person on maternity leave decides not to return to work or returns on a part time basis. We reserve the right to review the continuation and duties of the post and / or test the market at that time].

2. CONTINUOUS SERVICE

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

Your employment under these terms will begin on **[insert start date for this contract]**. Your previous service, starting on **[insert continuous service start date]** counts towards your continuous service with the council.

3. JOB TITLE

You are employed as **[insert job title]**.

4. DUTIES

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

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

The Council requires the highest standards from you in your performance at work and your general conduct and in particular you must:

- i. unless prevented by incapacity, devote the whole of your working time, attention and abilities to the business of the Council;
- ii. diligently, honestly and ethically perform such duties as may from time to time be assigned to you by the Council;
- iii. conduct your personal and professional life in a way which does not risk adversely affecting the Council's standing and reputation;
- iv. comply with all reasonable and lawful directions given to you by the Council;
- v. report your own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee to your Line Manager immediately on becoming aware of it.
- vii. consent to the Council monitoring and recording your use of the Council's electronic communications systems for the purpose of ensuring that the Council's rules are being complied with and for legitimate business purposes.

The council reserves the right to make reasonable changes to any of your terms of employment. You will be notified in writing of any change as soon as possible and in any event within one month of the change.

5. PLACE OF WORK

You will be based at your home address **[insert home address]** and the office, **[insert address of workplace]** which are your normal places of work. The council reserves the right to require you to work from the office for **[insert number of days]** days per week and on occasion to require you to work additional days up to **[five]** days per week from the office. On days where you are working from the office this will be considered your place of work for the day and no further payments will be made in relation to your commuting to the office.

Or

You will be based at the office, **[insert address of workplace]**, which is your normal place of work.

You may be required to work elsewhere within a reasonable travelling distance either temporarily or permanently in order to properly perform your role.

During your employment with us you may be required to travel **[Specify the approximate parameters]**. You will not be required to work outside of the United Kingdom.

6. WORKING HOURS

Your normal working hours total **[insert number of hours]** per week and are worked from **[Monday to Friday]** from **[insert working times]** with an unpaid break of **[insert duration]** for lunch and such additional hours as necessary for the proper performance of your duties.

We reserve the right to amend these hours as may be reasonably required subject to consultation with you.

7. PROBATIONARY PERIOD

The first **[three]** months of your employment with us will be a probationary period. During the probationary period, your performance and suitability for continued employment will be monitored. We may, at our discretion, extend the probationary period and will provide you reasons for doing so. The maximum probationary period that we will set will be six months.

At any time before your probationary period has been completed, either you or we may bring your employment to an end by giving one weeks' notice (unless termination without notice is appropriate). We may decide to pay you in lieu of notice.

Your performance will be reviewed at the end of your probationary period, and we will write to you to confirm the outcome. Where your probationary period is extended, the final review meeting will take place no later than two weeks before the end of your first six months of employment.

If no final probationary review meeting has taken place, you will be automatically confirmed in your role no later than one clear week before the end of your first six months of employment.

~~At the end of the probationary period or soon after, your performance will be reviewed and we will write to you to tell you if your probation has been successful or not. The latest this meeting will take place is two weeks before the end of your first six months of employment. You will remain on your probationary period until you have received this written confirmation. Once the probationary period is successfully completed, you will be confirmed in your role.~~

8. TRAINING

During your employment, we will provide training in relation to **[Insert detail of training provided]**. This training will be paid for by the council. We will also provide ongoing training, as identified, to support you in your role.

Your continued employment shall be conditional upon you completing **[specify training course/qualification]** within **[date/timeframe]**. We reserve the right in our absolute discretion to terminate your employment without notice or payment in lieu thereof if the training is not completed within the specified timeframe.

9. PAY AND BENEFITS

Your salary is £**[00,000]** per annum being the current salary point **[X]** within the **[X]** range in scale **[X]** as set out in the National Agreement on Salaries and Conditions of Service of Local Council Clerks in England and Wales. **[The pro-rata salary is £[00,000] p.a.]**

Subject to satisfactory performance, you will progress automatically through the range **[X]** in salary scale **[X]** by annual increments until you reach the maximum salary in the range. Your first increment will be payable on 1st April **[20XX]** and thereafter on the 1st April each year until you reach the maximum of the scale. The Council may withhold an increment if it is considered that performance fell below the level expected, following an annual appraisal, or award an additional increment for exemplary performance if it chooses to do so.

[Optional for relevant roles][In addition, one additional salary point will be added to your salary, up to a maximum of four points, for success in obtaining or already holding each of the following relevant qualifications:

1. The Certificate in Local Council Administration (CiLCA)
2. The Certificate in Higher Education in Community Governance – Level 4 or one of its predecessor qualifications designed specifically for the profession
3. The Foundation Degree in Community Governance – Level 5 or one of its predecessor qualifications designed specifically for the profession
4. BA (Hons) Degree in Community Governance – Level 6 or one of its predecessor qualifications designed specifically for the profession]

Your salary will be payable monthly in arrears on or about **[Insert date]** of each month directly into your bank or building society. Each instalment will include payment for the calendar month in which payment is made.

[Remove for hourly paid employees - Should it be necessary to calculate a day's pay, your current full time equivalent annual salary will be divided by 260].

You will also be entitled to the following benefits:

- i. **[Insert benefit(s) and other remuneration and whether each is contractual or non-contractual]**

We retain the right to remove your entitlement to the above non-contractual benefits at any time.

~~[Additional Hours – below salary point 22 employees~~

~~If you work more than your normal working hours, then subject to the Council's approval, you will be reimbursed at the appropriate NJC rate for these hours or you may take time off in lieu at a time to be agreed between you and the Council.]~~

~~[Additional Hours – other employees~~

~~If you work more than your normal working hours, then subject to the Council's approval, you may take time off in lieu at a time to be agreed between you and the Council.]~~

10. DEDUCTION OF WAGES

If you owe us money at any time, you authorise us to deduct any sums due to us from your salary including, without limitation, any over payment of salary; any advances or loans we have made to you; a day's or part day's pay for each day or part day of unauthorised absence. "Unauthorised absence" is not turning up for work unless your absence is due to genuine sickness and you have notified us as set out in this contract; leave for which prior permission has been granted; genuine reasons outside your control which are acceptable to us.

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

11. EXPENSES

The Council will reimburse you when additional expenditure for travel, meals or overnight accommodation is incurred in the performance of the Council's business, provided the expenditure has been authorised in advance, receipted and approved in accordance with the Council's expenses policy. You shall abide by our policies on expenses as communicated from time to time.

Mileage payments at the NJC rate in force will be paid as long as they are approved by the Council. Please see the current rates below, unless otherwise updated by an updated agreement.

Essential Users	451-999cc	1000-1199cc	1200-1450cc
Lump sum per annum	£846	£963	£1,239
Per mile first 8,500	36.9p	40.9p	50.5p
Per mile after 8,500	13.7p	14.4p	16.4p

Casual Users	451-999cc	1000-1199cc	1200-1450cc
Per mile first 8,500	46.9p	52.2p	65.0p
Per mile after 8,500	13.7p	14.4p	16.4p

Home Working Allowance – Where you are required to work from home we will pay a home working allowance at the tax-free value set by HMRC as in force at the time. In the event that you choose to work from home, the allowance is not payable for any such period of time.

12. HOLIDAY ENTITLEMENT AND PAID LEAVE

Our holiday year runs from **[insert dates e.g. 1st April to 31st March]** and your holiday accrues monthly. If your employment starts or ends part way through a holiday year, we will pro-rata your entitlement during that holiday year.

Full time staff are entitled to 23 days annual leave, plus bank holidays and 2 additional (statutory) days (25 days plus bank holidays). An increase of 3 days is applied following 5 years' continuous service (28 days plus bank holidays). We will pro-rata that figure where necessary so that your holiday entitlement is in proportion to your working time during the relevant holiday year.

If we need you to work on one of those bank holidays, you will be able to take your holiday on a different day.

You should usually give at least two weeks' notice when requesting annual leave and normally give notice of at least one month before taking leave of one week or more. Requests for annual leave must be made to your manager. The dates of your annual leave require the prior written agreement of your Manager.

Annual leave must be taken at times agreed with your Manager. You may carry forward up to 5 days' leave into the following leave year, subject to the approval of your Manager. You may be able to carry additional days where you have been prevented from taking it in the relevant leave year because you have taken maternity, paternity, adoption, parental or shared parental leave, or if you have been on long term sick leave.

Holiday taken without our prior approval will be treated as unauthorised absence and may lead to disciplinary action.

Holiday pay is calculated on the basis of your current rate of pay. Where you work variable hours or if you receive commission payments/overtime/travelling-time allowance, then a day's pay will be calculated on the average pay in the previous 52 weeks.

You will have no entitlement to any payment in lieu of accrued but untaken holiday except when your employment ends.

If, when your employment ends, you have taken more holiday (including bank holidays) than you have accrued in that holiday year, we will deduct the equivalent amount of pay from any payments due to you. If this amount is in excess of your final pay, you will be required to repay the outstanding amount due to us within one month of the end of your employment.

If you or we have served notice to end your employment, we may require you to take any accrued but unused holiday during your notice period.

Details of all other types of paid leave that you may be entitled to including Maternity, Paternity, Adoption and Shared Parental Leave, can be found in the [Staff Handbook/council policies].

13. PERFORMANCE AND DEVELOPMENT REVIEW

You will receive an annual performance and development review

14. ABSENCE FOR SICKNESS OR INJURY, AND SICK PAY

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

If you are going to be off work because of sickness or injury you must telephone your Manager giving the reason for non-attendance, by your usual start time on each day of absence. If you are unable to notify personally due to the nature of the illness, someone else may make contact on your behalf. It is your responsibility to ensure we are notified. Failure to do so may result in sick pay not being paid and may result in disciplinary action.

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

For sickness or injury absence exceeding seven days (including weekends and other non working holidays) you must provide us with a Fit note (from your doctor or consultant) on your return to work. However, if your absence is ongoing, you are expected to post your Fit note to us upon receipt or alternatively to send us a photograph of both sides of the Fit Note, with the original to follow.

If you are entitled to Statutory Sick Pay (SSP) this will be paid in accordance with the SSP rules in respect of your working days.

Provided the correct absence notification and reporting procedures are followed, SSP is available to employees irrespective of their level of weekly earnings and is payable from the first day of sickness absence, for up to a maximum of 28 weeks in any entitlement period.

SSP is paid either at the statutory flat rate set by the Government, or, at a rate equivalent to 80% of normal weekly earnings, whichever is the lower. SSP is paid for the days on which you normally work.

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

Occupational Sick Pay

~~Any sickness absence taken is paid in line with our contractual sick/injury pay scheme (inclusive of SSP) which provides payment during periods of certificated sickness as follows:~~

~~Subject to the conditions of this scheme, if you are absent from work due to illness, injury or disability, you will be entitled to occupational sick pay, inclusive of Statutory Sick Pay (SSP), in accordance with the following scale. Your entitlement will be calculated over a rolling 12-month period.~~

- During 1st year of service ___ 1 months full pay, and (after 4 months' service)
 • ___ 2 months half pay
- During 2nd year of service ___ 2 months full pay, 2 months half pay
- During 3rd year of service ___ 4 months full pay, 4 months half pay
- During 4th & 5th year ___ 5 months full pay, 5 months half pay
- After 5 years service ___ 6 months full pay, 6 months half pay

Occupational sick pay shall be inclusive of any statutory sick pay due in accordance with applicable legislation. SSP and occupational sick pay are subject to the usual deduction for PAYE, National Insurance, pension contributions etc.

Formatted: Indent: Left: 1.27 cm, No bullets or numbering

15. PENSION

We will comply with our auto-enrolment duties under Part 1 of the *Pensions Act 2008*. If you are an eligible job holder, you will be automatically enrolled in our auto-enrolment scheme. Further details of the scheme are available from **[insert details]**

16. GRIEVANCE PROCEDURE

If you have a grievance relating to your employment, you should raise this with your **[nominated line manager or chair of staffing committee]** in the first instance (or their manager where a grievance relates to your immediate manager). If you are unable to resolve your grievance informally, the full grievance procedure is contained within the council's policies. The Grievance procedure is for guidance only and does not form part of the contract of employment.

17. DISCIPLINARY RULES AND PROCEDURE

Our disciplinary procedure and rules can be found within the council's policies. If you wish to appeal against a disciplinary decision you should set out your reasons in writing. We will tell you (usually in the disciplinary decision letter) who your appeal should be sent to, and the timeframe for doing that. The procedure is for guidance only and does not form part of the contract of employment and may be amended from time to time.

The list of rules is not to be regarded as exclusive or exhaustive and these may be added to, amended or deleted at any point. Any breach of disciplinary rules will normally result in disciplinary action.

We may impose one or more of a range of potential sanctions under our disciplinary policy. These include a warning or an extension of a warning, dismissal, a change of duties, or redeployment to another role (at the same or lower level – including demotion with a reduction in salary).

18. NOTICE

During your probation period, you are entitled to be given and required to give **[1 weeks]** notice in writing to terminate your employment for any reason. On completion of your probationary period, you are required to give **[1 months]** notice in writing.

Notice given by us will be **[1 months]** following your probationary period and increase to **[5 weeks]** notice after **[5 years]** continuous service and thereafter by one week for each additional year of continuous employment up to a maximum of 12 weeks for 12 years' service.

The statutory position is

- 1 month to 2 years – statutory notice is 1 week
- 2 to 12 years – statutory notice is 1 week for each full year they have worked (i.e. 5 ~~years~~-weeks' notice after 5 years' service)
- 12 years or more – statutory notice is 12 weeks

If you have not provided the required notice in writing, we may withhold pay for notice unworked due under your contract, but not paid. Anything owed to us will be deducted from your final salary.

19. PAY IN LIEU OF NOTICE

Instead of requiring you to work your notice, we may decide to pay you in lieu of notice, bringing your employment to an end there and then.

Your payment in lieu will be made up of your net basic salary for the notice period less tax and NI contributions. Any payment in lieu will not include any payments such as any payment in respect of benefits; and any payment in respect of holiday entitlement that would have accrued during the notice period.

20. OBLIGATIONS ON TERMINATION

On termination of your contract with us, you will:

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

21. WORK DURING NOTICE PERIOD / GARDEN LEAVE

We may decide to put you on Garden Leave for some or all of your notice period. Garden Leave means that you should not come into work, but you remain employed and entitled to your contractual benefits and subject to your contractual obligations (apart from the requirement to carry out work).

We will write to you at the time to confirm the rules that will apply to you during Garden Leave. This may include a rule preventing you from working elsewhere or for yourself, during your contracted hours to the Council, unless we agree to that in advance.

22. HEALTH AND SAFETY

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

It is important that you familiarise yourself with your responsibilities.

Breach of these requirements may result in disciplinary action being taken against you in accordance with the disciplinary procedure, which may result in your dismissal.

23. CONFIDENTIALITY

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

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

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

All Confidential Information belongs to us, and you must return it (including copies) to us when requested during your employment or when your employment ends. You will need to confirm that you have safely and securely deleted all versions and copies. We may withhold any salary or other sum due to you until such time as all confidential information has been returned to us. These provisions on Confidential Information do not affect your right to make a protected disclosure as defined by the *Employment Rights Act 1996* (see our Whistleblowing Policy), or your duty to disclose Confidential Information if the law or a regulatory obligation requires that.

24. DATA PROTECTION

As part of our administrative and management processes, the Council will need to collect and process personal data relating to you in accordance with data protection legislation in force at the time. Details of what we will collect and process are set out in the Data Protection Policy and our 'Employee Privacy Notice'.

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

25. COUNCIL PROPERTY

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

You may also be given the use of other facilities owned by the council including **[mobile phone], [laptop/desktop computer], [keys/pass card], [social media accounts]**.

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

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

If you are placed on Garden Leave, we will usually require you to return all our property before your Garden Leave begins.

26. MATERNITY, PATERNITY, ADOPTION AND PARENTAL ARRANGEMENTS

Your entitlement to maternity/paternity/adoption/shared parental leave and pay is as set out in the relevant legislation and in the Green Book.

[Your entitlement to maternity/paternity/adoption/shared parental leave and pay is as set out in the council's staff handbook/policies available at [add Link to documents].

27. REFERENCE DOCUMENTS

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

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

28. CHANGE TO TERMS AND CONDITIONS OF EMPLOYMENT

This agreement sets out everything we have agreed. You and we are entering into it on the basis that no discussions we have had, representations made, previous agreements reached, or understandings we have come to are relevant to this agreement, or are to be relied on, unless they are recorded in it.

Care has been taken to prepare this agreement, and neither you nor we will have a claim for innocent or negligent misrepresentation or negligent misstatement in respect of its contents (but that doesn't exclude liability for fraud).

This contract may be altered by us in writing at any time after the date of signing and after consultation with you.

Where changes to the terms set out in this statement occur by agreement (negotiation) with you, you will be informed of these by means of a written statement of change which you will be issued within one month of the change. Changes to non-contractual policies, rules and procedures will be notified to you with one month's notice.

I have read and understood the above clauses and accept the offer of employment on these terms.

SIGNED

DATE

.....
for and on behalf of **[Insert name]** Council

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

SIGNED

DATE

.....
Employee



Date: 20th October 2027

Title: Introduction of a Smoking Policy

Purpose of the Report: To consider the introduction and adoption of a Smoking Policy for Houghton Regis Town Council.

Contact Officer: Louise Senior, Head of Democratic Services

1. RECOMMENDATION

1. To adopt the Smoking Policy for use by staff, councillors and visitors.
2. To implement the policy as soon as practicable following communication of its requirements to employees and councillors.

2. BACKGROUND

The Town Council does not currently have a Smoking Policy. A draft policy has therefore been prepared to establish clear expectations regarding smoking and vaping on Council premises, in Council vehicles and whilst undertaking Council duties.

The proposed policy aims to protect employees and others from exposure to tobacco smoke, reduce associated health, safety and fire risks, and provide a consistent approach to managing smoking and vaping at work.

The policy is non-contractual and is intended to form part of the Council's workplace policies and procedures.

3. ISSUES FOR CONSIDERATION

Scope of the policy

The policy applies to all employees and workers. It also applies to councillors when on Council premises, in Council vehicles, attending Council meetings or otherwise undertaking duties for the Council. Visitors, contractors, suppliers and temporary staff are expected to comply with the policy whilst on Council premises.

Smoking and vaping restrictions

The proposed policy prohibits smoking and vaping within Council buildings and vehicles and requires employees wishing to smoke or vape during authorised breaks to do so off Council property, away from building entrances and exits.

For the purposes of the policy, smoking includes electronic cigarettes, vaping devices and heated tobacco products. This provides a consistent workplace rule for these products.

The Council would not be required to provide designated smoking or vaping shelters. Employees wishing to smoke or vape during an authorised break would be required to leave Council property and remain away from building entrances.

Breaks and conduct

Smoking and vaping would only be permitted during authorised rest periods or lunch breaks. These breaks would not be additional to, longer than or more frequent than those available to non-smoking employees and must not interfere with service delivery.

Employees would not be permitted to smoke or vape whilst actively on duty or representing the Council in a public-facing capacity. Employees wearing identifiable Council uniform would also be expected to take reasonable steps to protect the Council's professional image.

The policy prohibits charging electronic cigarettes or vaping devices using workplace power sockets.

Communication and enforcement

Following its adoption, the policy would be circulated to employees and councillors. The requirements would be explained to employees and new employees would be informed of the policy during the induction process. Relevant visitors and contractors would also be made aware of the restrictions.

Employee breaches may be addressed through the Council's Disciplinary Procedure, taking account of the circumstances and any associated health, safety or fire risk. The policy also provides a route for employees to raise concerns about its implementation.

4. OPTIONS FOR CONSIDERATION

Adopting the proposed policy would establish clear, consistent expectations and provide a written framework for communication and enforcement.

Members may wish to amend particular provisions, including the scope of outdoor restrictions or implementation arrangements.

Without a standalone policy, existing legal requirements would continue to apply, but the Council would remain without a specific written framework covering vaping, smoking breaks and the wider workplace arrangements addressed by the draft policy.

5. HRTC CORPORATE PLAN

The proposed policy supports the Council's organisational management by promoting a safe working environment and consistent standards of conduct. No specific Corporate Plan action is identified in this report.

6. IMPLICATIONS

Corporate Implications

- The policy would introduce a new Council-wide framework affecting employees, councillors and others using Council premises.
- Managers would need to communicate and apply the requirements consistently.

Legal Implications

- Smoke-free legislation prohibits smoking in enclosed workplaces and shared work vehicles and requires appropriate no-smoking signage.
- The proposed policy also establishes Council restrictions on vaping and smoking in specified outdoor areas. These should be communicated as Council policy requirements, rather than presented as statutory prohibitions.

Crime and Disorder Implications

- There are no crime and disorder implications arising from the recommendations.

Financial Implications

- There are no financial implications arising from the recommendations

Risk Implications

- The policy is intended to reduce exposure to tobacco smoke and associated health, safety and fire risks. Clear communication and consistent management would help reduce the risk of misunderstandings or disputes about the requirements.

Equalities Implications

- Houghton Regis Town Council has a duty to promote equality of opportunity, eliminate unlawful discrimination, harassment and victimisation and foster good relations in respect of nine protected characteristics; age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.
- The policy establishes consistent expectations for those within its scope and provides the same authorised break arrangements for smoking and non-smoking employees. Any individual needs associated with a disability or medical condition should be considered appropriately when implementing the policy.

Climate Change Implications

- There are no climate change implications arising from the recommendations

Press Contact

- There are no press implications arising from the recommendations

7. CONCLUSION AND NEXT STEPS

Adoption of the Smoking Policy would provide the Council with a clear written framework for managing smoking and vaping, including restrictions on locations, authorised breaks and conduct whilst undertaking Council duties.

If adopted, the approval and implementation dates would be recorded, the policy circulated to employees and councillors.

Managers would explain the requirements before the policy takes effect, and it would be incorporated into employee induction arrangements.

8. APPENDICES

Appendix A: Draft Smoking Policy



Houghton Regis Town Council

Smoking Policy

Date of Approval:	TBC
Dates of Review:	
Dates of Re-approval:	

Contents

1	Purpose	2
2	Scope	2
3	Definitions	2
4	Areas where smoking is prohibited	3
4.1	General	3
4.2	Car parks and entrances	3
4.3	Vehicles.....	3
5	Areas where smoking is allowed.....	4
6	Smoking whilst in uniform.....	4
7	Electronic cigarettes (e-cigarettes)	4
8	Visitors, contractors and temporary staff	4
9	Communication of this policy	5
10	Enforcement of this policy	5
11	Related policies and documents	5
12	Further information	5
13	Policy owner.....	5

1 Purpose

- 1.1 We aim to provide a working environment that is safe, which minimises any risks to health and which makes adequate arrangements for our employees' welfare whilst they are at work.
- 1.2 Employees who smoke endanger not only themselves, but also others who do not smoke, via passive smoking (breathing other people's tobacco smoke). Passive smoking has been shown to cause lung cancer and heart disease in non-smokers, as well as many other illnesses and minor conditions. Inhaling other people's tobacco smoke is both a health hazard and a welfare issue. In addition, smoking can constitute a fire risk.
- 1.3 This policy seeks to guarantee to non-smokers the right to work in air that is free of tobacco smoke, whilst also taking account of the needs of those who do smoke.
- 1.4 This policy is not contractual, but sets out how we intend to manage smoking within our workplace.

2 Scope

- 2.1 This policy applies to all employees and workers, regardless of seniority and whether their work environment is shared with others. **It also applies to councillors** when they are on Council premises, in Council vehicles, attending Council meetings, or otherwise representing or undertaking duties for the Council.
- 2.2 Visitors and other people working on Council premises, including contractors, suppliers and temporary staff, must not smoke or vape whilst on the premises.

3 Definitions

- 3.1 Section 1 of the Health Act 2006 defines “**smoking**” as "smoking tobacco or anything which contains tobacco, or smoking any other substance" and states that "smoking includes being in possession of lit tobacco or of anything lit which contains tobacco, or being in possession of any other lit substance in a form in which it could be smoked".
- 3.2 “**Enclosed**” means premises that have a ceiling or roof, and (excluding doors, windows and passageways) are wholly enclosed whether permanently or temporarily. Tents and marquees are therefore classed as enclosed.
- 3.3 For the purposes of this policy, references to “smoking” include the use of electronic cigarettes, vaping devices, heated tobacco products and any similar nicotine delivery systems, unless otherwise stated.

- 3.4 **Electronic cigarettes** ('e-cigarettes') are battery-powered products that use heat to release a visible vapour that contains liquid nicotine that is inhaled by the user. They are designed to replicate smoking behaviour without the use of tobacco, and some look very similar to conventional cigarettes. However, the use of these would not be classed as "smoking" according to the legal definition of this. While the use of these is not classed as "smoking" under the legal definition in the Health Act 2006, the Council treats vaping and similar products in the same way as smoking for the purposes of this policy.

4 Areas where smoking is prohibited

4.1 General

- 4.1.1 Smoking is prohibited in any enclosed area on our premises. This includes the reception area and entrances, corridors, stairs and lifts, meeting rooms, rest rooms, toilets and around the entrance to our offices as well as production and storage areas and workshops. In addition, smoking is not allowed in any of our offices. When working away from our premises, such as attending meetings or working at a resident's premises/home, our employees should adhere to our policy of not smoking.

4.2 Car parks and entrances

- 4.3 Smoking is not permitted in Council car parks or immediately outside or adjacent to entrances and exits to Council buildings. Employees wishing to smoke during an authorised break must leave Council property and should ensure that they do not smoke in a location which obstructs an entrance or causes smoke or vapour to enter a Council building.

4.4 Vehicles

- 4.4.1 Smoking is not permitted in our vehicles. This includes the use of e-cigarettes.
- 4.4.2 All our vehicles must have a "no smoking" sticker clearly displayed inside the vehicle.
- 4.4.3 Note that it is an offence to smoke in a private vehicle where a child (someone under the age of 18) is present.

5 Areas where smoking is allowed

- 5.1 The Council does not provide designated smoking or vaping shelters. Staff who wish to smoke during authorised breaks must do so off Council property and away from building entrances. Employees who wish to smoke or vape may only do so during authorised rest periods or lunch breaks. Smoking or vaping breaks will not be additional to, longer than, or more frequent than the breaks available to non-smoking employees and must not interfere with normal job performance or service delivery.

6 Smoking whilst in uniform

Employees must not smoke or vape whilst actively on duty or whilst representing the Council in a public-facing capacity. Employees wearing identifiable Council uniform should take reasonable steps to avoid smoking or vaping in circumstances which could adversely affect the professional image or reputation of the Council.

7 Electronic cigarettes (e-cigarettes)/Vaping devices

- 7.1 E-cigarettes/vaping devices may not be charged within the workplace using our power sockets.

8 Visitors, contractors and temporary staff

- 8.1 Visitors, suppliers, contractors and temporary staff are also all expected to comply with this policy. Councillors are also expected to comply with this policy. Employees who are meeting visitors, or who are responsible for temporary staff or contractors, are required to politely explain our policy and to ensure such people comply with it. Any refusal to comply with this should be immediately referred to any manager.
- 8.2 Appropriate "no smoking" signs will be displayed prominently at all entrances to our premises.

9 Communication of this policy

A copy of this policy will be made available to all employees and workers and will be available from the Head of Democratic Services. New employees will be informed of the policy as part of their induction.

10 Enforcement of this policy

- 10.1 Any employee or worker who breaches this policy may be subject to action under the Council's Disciplinary Procedure. The seriousness of any breach will be considered in light of the circumstances, including any associated health, safety or fire risk. Employees and workers are entitled to complain if this policy is breached. No employee or worker shall suffer any detriment because of making such a complaint.
- 10.2 Any employee concerned about the implementation of this policy, or who has concerns for their health and safety at work, should raise these in the first instance with their manager. If appropriate action is not taken to promptly resolve the situation, they should raise the issue with the Head of Democratic Services.

11 Related policies and documents

- Health and safety policy

The above list is not exhaustive.

12 Further information

Any queries or comments about this policy should be addressed to Head of Democratic Services

13 Policy owner

This policy is owned and maintained by the Town Clerk.