

To All Crediton Town Councillors

You are hereby summoned to attend a **Council Affairs and Finance Committee**, which will be held on **Wednesday**, January 10, 2024, at 19:00, at The Bungalow, 8 North Street, **Crediton**, EX17 2BT.

This meeting may be livestreamed via Facebook in order to allow Members of the Public to watch the meeting.

The purpose of the meeting is to transact the following business.

Rachel Avery PSLCC

Town Clerk

Friday, 05 January 2024

Please note that:

- Members of the Press & Public are invited to attend under the Public Bodies (Admission to Meetings) Act 1960. Members of the public will be given the opportunity to address councillors in attendance as part of the agenda.
- Under the Openness of Local Government Bodies Regulations 2014, any members
 of the public or press are allowed to take photographs, film and audio record the
 proceedings and report on all public sections of the meeting.
- Under the Local Government Act (LGA) 1972 Sch 12 10(2)(b), Crediton Town Council is unable to make any decision on matters not listed within the agenda.
- Crediton Town Council will always attempt to record and livestream meetings to Crediton Town Council's social media platforms.





AGENDA

116 - Public Question Time

To receive questions from members of the public relevant to the work of the council (a maximum of 30 minutes is allowed for this item; verbal questions should not exceed 3 minutes)

117 - Apologies

To receive and accept Town Councillor apologies (apologies should be made to the Town Clerk)

118 - Declarations of Interest and Requests for Dispensations

To receive declarations of personal interest and disclosable pecuniary interests (DPI's) in respect of items on this agenda.

To consider any dispensation requests (requests should be made to the Town Clerk prior to the meeting)

119 - Order of Business

At the discretion of the Chair, to adjust, as necessary, the order of agenda items to accommodate visiting members, officers or members of the public

120 - Chair's and Clerk's Announcements

To receive any announcements which the Chair and Town Clerk may wish to make (for information only)

121 - Council Affairs and Finance Committee Minutes

To approve and sign the minutes of the meeting held on **Tuesday 12 December 2023**, as a correct record (minutes will be issued with the agenda)

122 - Communications Strategy

To consider the Communications Strategy, following discussion with Breakthrough Communications

123 - Finance

123.1 - To receive and approve transactions between 01 December 2023 and 31 December 2023

123.2 - To receive and approve the bank reconciliation to 31 December 2023

123.3 - To note bank account balances to 31 December 2023

124 - Budget 2024/25

To discuss and agree a recommendation to Full Council for the setting on the budget 2024/25, following a review of budget proposals and current levels of reserves

125 - Review and Adoption of Policies

To review and adopt the following:

- Eye Test Policy
- Disciplinary Policy
- Grievance Policy
- Maternity, Adoption and Paternity Policy
- Motion Request Form

126 - Devon County Council Banking Arrangements (agenda item requested by Cllr Fawssett)

To consider writing to Devon County Council regarding their banking arrangements and choice of provider

127 - Date of next meeting

To note that the date of the next meeting will be Tuesday 13 February 2024

128 - Part II

To resolve that under section 1(2) of the Public Bodies (Admission to Meetings) Act 1960, the public and press be excluded from the meeting for the following items as it involves the likely disclosure of sensitive and confidential information

129 - Council Offices

To receive a verbal update from the Town Clerk and to agree any action

130 - Reports Pack

Attachments

2023-12-12 - Council Affairs and Finance - Minutes.pdf Transactions 01 - 31 Dec 2023.pdf Bank Rec as at 31 December 2023.pdf Bank account balances as at 31 Dec 2023.PDF DRAFT BUDGET PROPOSALS 2024-25 with detail.pdf DRAFT BUDGET PROPOSALS 2024-25 EMR.pdf Eye Test Policy.pdf Disciplinary Procedure 2024.pdf Grievance Procedure 2024.pdf Maternity, Adoption, Paternity Policy.pdf Motion Request Form.pdf



Minutes of the Council Affairs and Finance of the Democratic Services held on Tuesday, December 12, 2023 at 19:00 at The Bungalow, 8 North Street, Crediton, EX17 2BT

Present:	Steve Huxtable, Rachel Backhouse, Liz Brookes-Hocking, Guy Cochran, Giles Fawssett, Joyce Harris, Frank Letch
Apologies:	Jim Cairney
In Attendance:	Two members of the Public, Natalia Letch
Minute Taker:	Rachel Avery (Town Clerk)

MINUTES

102 PUBLIC QUESTION TIME

Questions were raised by three members of the public. The questions and full responses would be provided on the town council's website in due course.

103 APOLOGIES

It was **resolved** to receive and accept apologies from Cllr Cairney. (Proposed by Cllr Fawssett).

104 DECLARATIONS OF INTEREST AND REQUESTS FOR DISPENSATIONS

Cllrs F Letch and Cochran declared that as members of more than one authority, any views or opinions expressed at this meeting would be provisional and would not prejudice any views expressed at a meeting of another authority.

105 ORDER OF BUSINESS

There was no requirement to amend the order of business.

106 CHAIR'S AND CLERK'S ANNOUNCEMENTS

The Town Clerk advised that Breakthrough Communications would be attending the next committee meeting and requested that any further comments be sent by the end of the week.





107 COUNCIL AFFAIRS AND FINANCE COMMITTEE MINUTES

Cllr Fawssett advised he would provide further information on DCC banking at the January meeting.

Cllr Backhouse requested that further advice from the Information Commissioner Office be sought regarding the potential breach. The Town Clerk advised that she had obtained information and would await any further correspondence regarding a complaint made against the town council.

It was **resolved** to approve the minutes. (Proposed by Cllr Harris).

108 FINANCE

108.1 TO RECEIVE AND APPROVE TRANSACTIONS BETWEEN 01 NOVEMBER 2023 AND 30 NOVEMBER 2023

It was **resolved** to approve transactions. (Proposed by Cllr Cochran).

108.2 TO RECEIVE AND APPROVE THE BANK RECONCILIATION TO 30 NOVEMBER 2023

It was **resolved** to approve the bank reconciliation. (Proposed by Cllr Harris).

108.3 TO NOTE BANK ACCOUNT BALANCES TO 30 NOVEMBER 2023

The bank account balances were **noted**. (Proposed by Cllr Harris).

108.4 TRANSFER OF FUNDS TO CCLA

It was **resolved** to approve the recommendations in the report. (Proposed by Cllr Cochran).

109 BUDGET 2024/25

109.1 TO RECEIVE INFORMATION REGARDING THE COMMUNITY BUDGETING WORKSHOPS

The results of the survey were discussed, and whilst attendance had been low it was felt that continued opportunity for consultation was integral.

109.2 TO RECEIVE THE DRAFT BUDGET PROPOSAL AND TO AGREE ANY INITIAL AMENDMENTS OR RECOMMENDATIONS



The draft budget had been circulated, with Cllr Huxtable requesting that members consider initial proposals and feedback comments to the Town Clerk before the next meeting.

It was **noted** that the proposed budget for 2024/25 included inflation and taking on additional responsibilities, with a similar process being undertaken when reviewing levels or earmarked reserves.

At this stage, a draft budget with a 4.5% increase was being recommended by the Town Clerk, which is below inflation. 6.4% and 7.4% increases were also being considered to, with a 7.4% increase adding £1.00 per month on a Band D property.

Further expenses not considered in the current budget include:

- New toilets at Newcombes Meadow
- Additional maintenance
- Cleaning of assets
- Mayoral chain repairs and valuation

Cllr Fawssett advised of his support to precept increases at higher percentage increases to ensure additional reserves for new services.

Cllr Backhouse advised that increases should be around inflation, even slightly over would be enough to cover what is required for the next financial year.

Cllr Brookes-Hocking noted the large increases in the past two years, but recognised that funds for renovating Old Landscore School, services and assets being reduced or disposed of by higher levels of local authority and ensuring a permanent home for the town council would be required. Whilst it was depressing to see the reduction of public services and lack of investment in assets, the town council cannot rely on volunteers alone and must be conscious of the resilience of the community.

Cllr Cochran noted that further information from Mid Devon District Council had not yet been received, and the Town Clerk expressed concerns that it would not be before a precept request would be made.

Cllr Harris stated that she had no further comments on the budget at this time, but wished for it to be noted that a huge amount of work goes into the budget. Decisions are not made lightly, and all members should be aware of what is being considered.

110 GRANTS 2024/25

110.1 TO RESOLVE, FOR APPROVAL BY FULL COUNCIL, TO VIRE DIVERSITY FESTIVAL GRANT (£600) TO EAR MARKED RESERVES

It was **resolved** to vire the funds. (Proposed by Cllr Harris).

110.2 TO RESOLVE, FOR APPROVAL BY FULL COUNCIL, TO ALLOCATE THE REMAINING UNSPENT FUNDS (£506.48) TO THE 2024/25 BUDGET

It was **resolved** to allocate the remaining funds to the 2024/25 budget. (Proposed by Cllr Harris).

111 COMPLAINT TO DEVON COUNTY COUNCIL





It was **resolved** that the Town Clerk would write a letter of complaint to Devon County Council and the Local Council Ombudsman. (Proposed by Cllr Cochran). It was requested that Cllr F Letch raise these concerns with the leader and CEO regarding the way they propose to communicate with town and parish councils as Devon moves to a Devolution Deal.

112 DATE OF NEXT MEETING

The date of the next meeting was noted – Tuesday 09 January 2024.

113 PART II

114 YOUTH WORK STAFFING

It was **resolved** to accept recommendations made in the report, subject to budget approvals in January. (Proposed by Cllr Huxtable).

115 REPORTS PACK

Signed

Dated.....





Date: 03/01/2024

Crediton Town Council Current Year Cashbook 1

Time 14:36

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User: RA

Co-Operative 9217

For Month No: 9

Receipts for Month 9					No	minal L	edger Anal	ysis
Receipt Ref Name of Payer	£ Amn	nt Received	£ Debtors	£ VAT	<u>A/c</u>	Centre	£ Amount	Transaction Detail
Balance Bro	ought Fwd : 1	95,847.97					195,847.97	
Banked 01/12/2023	3,700.00							
#152 DYS Space	-,	3,700.00			1230	410	3,700.00	Youth grant
Banked 04/12/2023	44.61							J. J
#153 Youth Club (YW)		44.61			1240	410	35 01	YC attendance
		10.1			1240			YC tuck
Banked 04/12/2023	50.00							
#154 A Ferrante		50.00			1250	390	50.00	Stallholder fee
Banked 04/12/2023	62.20							
#155 Allotment Barnfield		62.20			1150	160	28.08	B4 Macfarlane-Day Rent 23/24
					1170	180	3.02	B4 Macfarlane-Day BAA 23/24
					1150			B4 Macfarlane Day Rent 23/24
					1170	180	3.02	B4 Macfarlane Day BAA 23/24
Banked 06/12/2023	18.00							
#156 Youth Club (YW)		18.00			1240	410	18.00	YC attendance
Banked 06/12/2023	28.11							
#157 Allotment Barnfield		28.11			1150			B1D Hartley Rent 23/24
					1170	180	2.73	B1D Hartley BAA 23/24
Banked 11/12/2023	20.00							
#158 Congregational Church	ı	20.00			1280	130	20.00	Gazebo hire
Banked 11/12/2023	50.00							
#159 Springfield Emporium		50.00			1250	390	50.00	Sponsor - Springfield Emporium
Banked 11/12/2023	6,047.53							
#160 HMRC		6,047.53			105		6,047.53	VAT return (Aug - Nov)
Banked 18/12/2023	45.00							
#161 Crediton Town Team		45.00			4175	130	45.00	Boniface Trail webpage
Banked 19/12/2023	160.00							
#162 Armstong & North Opti	icians	160.00			4130	130	160.00	Refund - Eye test/glasses
Banked 21/12/2023	80.00							
#163 The Turning Tides Pro	ject	80.00			1280	130	80.00	OLS - room hire
Total Receipts for Month	10,305.45		0.00	0.00			10,305.45	
Cashbook Totals	206,153.42		0.00	0.00			206,153.42	
	200,100.42		0.00	0.00			200,100.42	

Crediton Town Council Current Year

Time 14:36

Cashbook 1

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User: RA

Co-Operative 9217

For Month No: 9

Payments	s for Month 9				Nomi	nal Le	dger		
Date	Payee Name	Reference£	Total Amnt	£ Creditors	<u>£ VAT</u>	<u>A/c</u>	Centre	£ Amount	Transaction Detail
01/12/2023	Mr C Pugsley	SO #463	800.00			4390	250	800.00	Bungalow rent - Dec
04/12/2023	Post Office	BACS #464	2.75			4065	120	2.75	Postage
04/12/2023	Mike Gibson	BACS #465	216.00		36.00	4650	390	180.00	CinC - Cherrypicker hire
04/12/2023	Mr Robert C Pudner	BACS #466	275.00			4660	390	275.00	CinC - J Frost Entertainment
06/12/2023	Tesco	BACS #467	13.80			4720	410	13.80	Youth - refreshments
06/12/2023	Tuckers	BACS #468	5.65		0.94	4720	410	4.71	Youth - compost
06/12/2023	Cloudy IT	BACS #469	28.80		4.80	4070	120	24.00	IT support - tablets
06/12/2023	Landscore PTA	BACS #470	50.00			4660	390	50.00	CinC - entertainment
06/12/2023	Tuckers	BACS #471	72.59		12.10	4720	410	60.49	Youth - flowers & compost
06/12/2023	DB Digital	BACS #472	150.00		25.00	4070	120	125.00	Router callout
06/12/2023	RJ Brooks and Sons Ltd	BACS #473	384.00		64.00	4260	190	320.00	Scout memorial - slab repairs
06/12/2023	Mid Devon District Council	BACS #474	470.00			4650	390	470.00	CinC - trade waste bins
08/12/2023	Boniface Allotments Assoc.	BACS #475	45.00			4125	180	45.00	RHS membership
08/12/2023	Haywards PTA	BACS #476	50.00			4660	390	50.00	CinC - entertainment
11/12/2023	Post Office	BACS #477	2.75			4065	120	2.75	Postage
11/12/2023	CPD Online College	BACS #478	144.00		24.00	4720	410	120.00	Youth - SG Children Level 2
11/12/2023	British Gas	DD #479	25.34		1.21	4290	340	24.13	Electricity - Newcombes toilet
12/12/2023	Nexus Open Systems	DD #480	105.74		17.62	4070	120	88.12	IT Support - December
12/12/2023	Octopus Energy	DD #481	16.62		0.79	4290	210	15.83	Electricity - Bandstand
13/12/2023	S Cummins	BACS #482	32.42			4720	410	32.42	Youth - refreshments expenses
14/12/2023	Amazon (EU s.a.r.l UK branch)	BACS #483	9.36		1.56	4720	410	7.80	Youth - stationery
14/12/2023	Nexus Open Systems	DD #484	238.14		39.69	4070	120	198.45	IT Support - December
15/12/2023	Post Office	BACS #485	6.60			4065	120	6.60	Postage - Christmas cards
15/12/2023	Crown Gas & Power Ltd	DD #486	127.12		6.05	4290	250	121.07	Bungalow - gas
15/12/2023	B4 -Allotment FMD	BACS #487	31.10			1150	160	28.08	B4 FMD Rent 23/24
						1170	180	3.02	B4 FMD BAA 23/24
15/12/2023	Hedgerow Print	BACS #488	27.60		4.60	4195	130	23.00	Christmas cards
15/12/2023	Adams	BACS #489	38.87		6.48	4020	365	20.51	Supplies - cleaning contract
						4115	120	11.88	Supplies - various
15/12/2023	Devon County Council	BACS #490	47.90		1.65	4720	410	46.25	DBS check - N Love
15/12/2023	Pure Systems Ltd	BACS #491	54.00		9.00	4175	130	45.00	Boniface Trail webpage
15/12/2023	Crediton Methodist Church	BACS #492	150.00			4750	420	150.00	Grant payment
15/12/2023	Devon Tree Services	BACS #493	1,560.00		260.00	4230	190	1,300.00	Woodchip path - Peoples Park
18/12/2023	The Bookery	BACS #494	10.00			4195	130	10.00	Book voucher - xmas card comp
20/12/2023	Tesco	BACS #495	29.40			4440	250	29.40	Refreshments - Cllrs Christmas
20/12/2023	C Kelly	BACS #496	2.50			4720	410	2.50	Youth supplies - expenses
20/12/2023	SWC Property Solutions Ltd	BACS #497	170.00			4120	390	170.00	High St brackets - inspection
						345	0	-170.00	High St brackets - inspection
						6000	390	170.00	High St brackets - inspection

Crediton Town Council Current Year

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Cashbook 1

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Co-Operative 9217

For Month No: 9

Payments fo	r Month 9				Nomi		daar		
-					NOIIII		uger		
Date Pay	yee Name	Reference £	Total Amnt	£ Creditors	<u>£ VAT</u>	<u>A/c</u>	Centre	£ Amount	Transaction Detail
20/12/2023 The	e Turning Tides Project	BACS #498	727.90			4020	365	727 00	Town maintenance - Nov
	J	BACS #499	844.02			4020	365		Town maintenance - May
	o ,	BACS #500	1,458.00		243.00	4120	340		Newcombes toilet survey
21/12/2023 Ste	,	BACS #501	13.68		240.00	4440	250		Refreshments - cllr xmas
22/12/2023 Co		DD #502	28.08		4.68	4060	120		Printing charges
22/12/2023 Col 22/12/2023 Wa		BACS #503	20.00		4.00	4000	120		Salaries - December
22/12/2023 Wa		BACS #503 BACS #504	2,672.97			4000	110	-,	NI/PAYE - December
	-		,				-	,	
		BACS #505	3,097.57		0.40	4040	110	- /	Pensions - December
27/12/2023 Brit	tish Gas	DD #506	8.40		0.40	4290	250	8.00	Office standing charge - Dec
27/12/2023 Val	lda Energy	DD #507	407.21		19.39	4290	250	53.42	Front office - electricity
						4290	340	8.68	Electricity - Newcombes toilet
						4290	350	325.72	Electricity - OLS
29/12/2023 Cor	ncorde	DD #508	248.39		41.40	4075	120	206.99	Telephone charges - Nov
29/12/2023 Nex	xus Open Systems	DD #509	204.70		34.12	4070	120	170.58	IT support - December
	Total Payments for Mo	onth	25,530.67	0.00	858.48			24,672.19	
	Balance Carried F	wd	180,622.75						
	Cashbook To	otals	206,153.42	0.00	858.48			205,294.94	

Date: 03/01/2024	Crediton	Town Coun	cil Current Year	Page: 1				
Time 15:09		Cashbook 7						
		CCLA		For Month No: 9				
Receipts for Month 9			Nominal	Ledger Analysis				
Receipt Ref Name of Payer	£ Amnt Received	£ Debtors	<u>£VAT</u> <u>A/c</u> Centre	£ Amount Transaction Detail				
Balance Bro	ught Fwd : 256,629.28			256,629.28				
Banked 31/12/2023	1,110.12							
#8 CCLA CCLA	1,110.12		1090 120	1,110.12 Interest on account				
Total Receipts for Month	1,110.12	0.00	0.00	1,110.12				
Cashbook Totals _	257,739.40	0.00	0.00	257,739.40				

Time 15:09	Cashbook 7 CCLA				User: RA For Month No: 9		
Payments for Month 9	Nominal Ledger						
-	rence £ Total Amnt	£ Creditors	<u>£ VAT</u>	A/c Centre	£ Amount Transaction Detail		
	0.00						
Total Payments for Month	0.00	0.00	0.00		0.00		
Balance Carried Fwd	257,739.40						
Cashbook Totals	257,739.40	0.00	0.00	:	257,739.40		

Time: 14:31

Crediton Town Council Current Year

Page 1 User: RA

Bank Reconciliation Statement as at 31/12/2023 for Cashbook 1 - Co-Operative 9217

Bank Statement Account Name (s)	Statement Date	Page	Balances
Co-Operative Current 15006951	31/12/2023	231	180,622.75
		-	180,622.75
Unpresented Payments (Minus)		Amount	
		0.00	
		_	0.00
			180,622.75
Unpresented Receipts (Plus)			
		0.00	
		_	0.00
			180,622.75
	Balance pe	r Cash Book is :-	180,622.75
		Difference is :-	0.00
Signatory 1:			
Name	. Signed	Date	
Signatory 2:			

NameSigned	I Date	
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Date: 03/01/2024

Time: 14:56

Crediton Town Council Current Year

Page 1 User: RA

Bank Reconciliation Statement as at 31/12/2023 for Cashbook 7 - CCLA

Bank Statement Account Name (s)	Statement Date	Page	Balances
CCLA	31/12/2023		257,739.40
		-	257,739.40
Unpresented Payments (Minus)		Amount	
		0.00	
		_	0.00
			257,739.40
Unpresented Receipts (Plus)			
		0.00	
			0.00
			257,739.40
	Balance	e per Cash Book is :-	257,739.40
		Difference is :-	0.00
Signatory 1:			
Name	. Signed	Date	
Signatory 2:			
Name		_	

Crediton Town Council Current Year

Bank - Cash and Investment Reconciliation as at 31 December 2023

Confirmed Ba	ank & Investment Balances		
Bank Statement Balances			
31/12/2023	Co-Operative Current 15006951	180,622.75	
31/12/2023	Cambridge & Counties 15006951	89,933.70	
31/12/2023	Nationwide Account 90097276	85,476.46	
31/12/2023	Hampshire Trust 10254426	0.00	
31/12/2023	United Trust Bank	88,010.76	
31/12/2023	CCLA	257,739.40	
			701,783.07
Receipts not on Bank Statemer	ht		
	<u></u>		
			0.00
Closing Balance			701,783.07
All Cash & Bank Accounts			
1	Co-Operative C/Account 9217		180,622.75
2	Cambridge & Counties 6951		89,933.70
3	Nationwide Account 7276		85,476.46
4	Hampshire Trust Bank 4426		0.00
5	United Trust Bank 6692		88,010.76
7	CCLA		257,739.40
	Other Cash & Bank Balances		0.00
	Total Cash & Bank Balances		701,783.07

DRAFT

Proposed Budget 2024/25 - Crediton Town Council

Income		Budget 2022/23	Actual 2022/23	Budget 2023/24	Forecast 2023/24	Draft Budget 2024/25
Annual Precept Receipt	£	385,738.00	£ 385,738.00	£ 450,000.00	£ 450,000.00	£ 478,228.0
nterest Received Grants	£	2,000.00	£ 1,957.00 £ 1,770.00	£ 3,000.00 £ -	£ 13,000.00 £ 1,000.00	£ 13,000.0
Grants and additional income (Youth Work)	£	5,505.00	£ 16,391.00	£ 10,000.00	£ 7,000.00	£ 10,000.0
Christmas Lights Contributions	£	1,000.00	£ 1,000.00	£ -	£ 200.00	£ -
Allotments rent (all sites)	£	4,000.00	£ 3,772.00	£ 4,220.00	£ 4,000.00	£ 4,220.
itoney Park rent Dther income	£	- 19.00		£ -	£ - £ 1,200.00	£ - £ 19.
Decrease in funding to earmarked reserves		15.00		L -	1,200.00	£ -
/AT	£	15,000.00	£ 2,713.00	£ 15,000.00	£ 15,000.00	£ 15,000.
Fotal Income	£	399,262.00	£ 410,628.00	£ 467,220.00	£ 475,200.00	£ 520,467.
Expenditure		Budget 2022/23	Actual 2022/23	Budget 2023/24	Forecast 2023/24	Draft Budge
•						
Salaries						
Salaries, Including NI & Pensions Payroll	£	182,465.00 210.00	£ 125,639.00 £ 250.00	£ 204,582.00 £ 250.00	f 212,500.00 f 250.00	£ 220,000 £ 250
	r	210.00	£ 250.00	£ 250.00	£ 250.00	E 250
Office Administration						
Photocopier/Printing	£	1,000.00	£ 347.00	£ 1,000.00	£ 1,000.00	
Postage	£	600.00	£ 131.00	£ 400.00	£ 325.00	£ 350
T Support Telephone/Broadband	£	3,000.00	£ 3,438.00 £ 1,158.00	£ 5,000.00 £ 1,400.00	£ 5,000.00 £ 1,400.00	£ 6,000 £ 1,800
Audit Fees	£	1,700.00	£ 1,545.00	£ 2,000.00	£ 2,000.00	£ 2,500
tationery	£	850.00	£ 63.00	£ 850.00	£ 500.00	£ 700
oftware	£	3,000.00	£ 2,884.00	£ 3,500.00	£ 3,500.00	£ 4,500
teference books	£	150.00	£ -	£ 150.00	£ -	£ 150
ecurity Waste Collection egal/Professional Services	£	2 000 00	£ 11.00	£ 50.00	£ 50.00 £ 4,000.00	£ 5000
egal/Professional Services	£	2,000.00 2,500.00	£ 4,500.00 £ 1,767.00	£ 4,000.00 £ 5,000.00	£ 4,000.00 £ 5,000.00	£ 5,000 £ 6,000
office Equipment	£	1,750.00	£ 1,349.00	£ 2,000.00	£ 2,000.00	£ 2,200
Ither	£	500.00	£ 10,561.00	£ 500.00	£ 500.00	£ 700
office Supplies/Consumables	£	500.00	£ 311.00	£ 500.00	£ 500.00	£ 500
Council and Councillors	<u> </u>					
Council and Councillors Councillor/Clerk Expenses	£	1,500.00	£ 432.00	£ 1,500.00	£ 1,500.00	£ 1,500
ouncillor e-mail addresses	£	700.00	£ 547.00	£ 1,500.00 £ 700.00	£ 700.00	£ 1,500
dvertising	£	1,000.00	£ 686.00	£ 1,000.00	£ 300.00	£ 1,000
Aayor's Allowance	£	600.00	£ -	£ 600.00	£ 600.00	£ 600
ouncillor Allowances	£	800.00	£ -	£ 1,380.00	£ 1,200.00	£ 1,600
nnual Town Meeting Jayor's Reception	£	200.00	£ -	£ 200.00 £ 1,500.00	£ - £ 1,500.00	£ 200 £ 1,500
lospitality	£	300.00	£ 17.00	£ 1,500.00	£ 300.00	£ 300
emembrance Day	£	1,200.00	£ -	£ 1,200.00	£ -	£ 1,200
Vebsite	£	600.00	£ -	£ 700.00	£ 700.00	£ 2,000
Vebsite Accessibility Work	£	500.00	£ -	£ 250.00	£ -	£
ubscriptions	£	2,000.00	£ 1,195.00	£ 2,000.00 £ 6,000.00	£ 2,000.00	£ 2,000
taff/Councillor Training Ionorarium	£	6,000.00 400.00	£ 2,724.00 £ 400.00	£ 6,000.00 £ 400.00	£ 6,000.00 £ 400.00	£ 7,000 £ 400
Parking Permit	£	550.00	£ 354.00	£ 550.00	£ 550.00	£ 600
ublic Consultations	£	500.00	£ -	£ 500.00	£ 500.00	£ 500
Aeeting Room Charges	£	750.00	£ 245.00	£ 500.00	£ 250.00	£ 500
Networks						
Nlotments :xhibition Road general/scheduled maintenance	f	950.00	£ 400.00	£ 950.00	£ 300.00	£ 950
xhibition Road water/water maintenance and repairs	£	850.00	£ 400.00	£ 850.00		£ 850
arnfield general/scheduled maintenance	£	900.00	£ 95.00	£ 900.00	£ 600.00	£ 900
arnfield water/water maintenance and repairs	£	775.00	£ 150.00	£ 775.00	£ 350.00	£ 775
Aoffats general/scheduled maintenance	£	200.00	£ -	£ 200.00	£ -	£ 200
Aoffats water/water maintenance and repairs	£	500.00 300.00	£ - £ 113.00	£ 500.00 £ 300.00	£ 500.00 £ 300.00	£ 500 £ 300
onnace Anothents Assocation rees		300.00	115.00	1 300.00	E 300.00	E 300
roperty and Assets						
eoples Park maintenance	£	3,600.00	£ 321.00	£ 3,600.00	£ 3,600.00	£ 3,600
eoples Park grass cutting	£	4,000.00	£ 2,870.00	£ 6,000.00	£ 5,000.00	
eoples Park Memorial Garden	£	400.00	£ 1,200.00	£ 1,000.00 £ 350.00	£ 500.00 £ 150.00	£ 1,500
eoples Park Wildlife Area pper Deck general maintenance and cleaning	£	350.00 812.00	£ 240.00 £ 90.00	£ 350.00 £ 800.00	£ 150.00 £ 400.00	£ 250 £ 600
andstand electricity	£	200.00	£ 49.00	£ 400.00	£ 350.00	
andstand cleaning and general maintenance	£	800.00	£ 495.00	£ 800.00	£ 400.00	£ 800
Var Memorial netting	£	100.00	£ -	£ 100.00	£ 100.00	£
Var Memorial cleaning and general maintenance	£	250.00	£ 26.00	£ 250.00	£ 250.00	£ 300
treet Furniture general maintenance treet Furniture bus shelter maintenance	£	1,500.00 800.00	£ 166.00 £ 6.00	£ 1,500.00 £ 800.00	f 1,500.00 f 800.00	£ 1,500
own Clock	£	1,000.00	£ 1,800.00	£ 1,000.00	£ 300.00	£ 1,000
toney Park maintenance	£	400.00	£ -	£ 400.00	£ 400.00	£ 450
oniface Statue maintenance and cleaning	£	350.00	£ 378.00	£ 350.00	£ 350.00	£ 350
fillenium Cross maintenance and cleaning	£	150.00	£ -	£ 150.00 £ 1.820.00	£ 150.00	£ 150
arage rental ublic open spaces including Spinningpath Gardens and Fulda Crescent	£	1,820.00 2,536.00	£ - £ 1,548.00	£ 1,820.00 £ 4,000.00	£ 1,820.00 £ 4,000.00	£ 1,820 £ 2,500
ewcombes Meadow toilets water	£	2,338.00	£ 1,548.00 £ -	£ 2,400.00	£ 4,000.00 £ 200.00	£ 2,500
ewcombes Meadow toilets electricity	£	800.00	£ 359.00	£ 1,200.00	£ 500.00	£ 1,320
ewcombes Meadow toilets supplies	£	400.00	£ -	£ 400.00	£ 400.00	£ 400
ewcombes Meadow toilets door locking	£	150.00	£ -	£ 150.00	£ 220.00	£ 150
ld Landscore School electricity Id Landscore School equipment	£	2,500.00 500.00	£ 1,604.00 £ 84.00	£ 4,000.00 £ 500.00	£ 4,000.00 £ 500.00	£ 4,400 £ 500
ld Landscore School equipment	£	300.00	£ 382.00	£ 500.00	£ 600.00	£ 600
ld Landscore School telephone/broadband	£	600.00	£ 400.00	£ 600.00	£ -	£
d Landscore School maintenance	£	1,000.00	£ 1,202.00	£ 2,000.00	£ 2,000.00	£ 2,000
ld Landscore School business rates	£	4,000.00	£ 3,593.00	£ 4,000.00	£ 4,000.00	£ 4,500
ld Landscore School insurance nnual QTRA	£	500.00 2,000.00	£ 500.00 £ 1,084.00	£ 1,000.00 £ 2,000.00	£ - £ 872.00	£ £ 2,000
dditional tree works	£	3,000.00	£ 1,084.00 £ 939.00	£ 2,000.00 £ 3,000.00	£ 1,000.00	£ 2,000
own maintenance contract	£	12,000.00	£ 7,149.00	£ 3,000.00	£ 12,000.00	
eneral Small works	£	1,000.00	£ -	£ 2,500.00	£ 2,500.00	£ 3,000
CTV				£ 10,000.00	£ 10,000.00	£ 10,000
	+					
puncil Offices		19 500 00	f	£ 18.500.00	f 10 500.00	£ 15.000
ungalow rent Iain office rent	£	18,500.00 8,000.00	£ - £ 6,500.00	£ 18,500.00 £ 8,000.00	£ 18,500.00 £ 8,000.00	£ 15,000 £ 8,500
lectricity	£	2,500.00	£ 1,395.00	£ 2,500.00	£ 2,500.00	£ 2,750
/ater	£	1,000.00	£ -	£ 1,000.00	£ 1,000.00	£ 1,000
ire Extinguishers	£	300.00	£ 100.00	£ 300.00	£ 300.00	£ 300
eneral Premises Maintenance	£	500.00	£ 42.00	£ 500.00	£ 500.00	£ 500
usiness rates	£	2,000.00 120.00	£ 1,685.00 £ -	£ 2,000.00 £ 120.00	£ 2,000.00 £ 120.00	£ 4,000 £ 120
ofreshments				L 120.00	L 120.00	- 120
efreshments	£	120.00				
lefreshments Ioral Crediton Iower Towers	£	1,500.00	£ 234.00		£ -	

Flower Towers	£ 1,500.00	£ 234.00	± -	± -	± -
Plants/Flowers	£ 1,500.00	£ 5,528.00	£ 5,000.00	£ 5,000.00	£ 2,500.00
Photographs	£ 100.00	£ 100.00	£ -	£ -	£ -
Awards Evening	£ 300.00	£ -	£ 100.00	£ 100.00	£ 100.00
Hanging baskets/troughs & watering	£ 8,000.00	£ 3,232.00	£ 8,000.00	£ 8,000.00	£ 5,000.00
Other Floral costs	£ 300.00	£ 35.00	£ 500.00	£ 500.00	£ 500.00
New planters (replacements)	£ 1,000.00	£ 592.00	£ 1,000.00	£ -	£ 1,000.00
Christmas in Crediton					
Repeat Costs	9,000.00	9,852.00	£ 12,000.00	£ 12,000.00	£ 13,200.00
Community Participation	5,500.00	2,478.00	£ 5,500.00	£ 5,100.00	£ 7,000.00
New Infrastructure	3,500.00	2,510.00	£ 3,500.00	£ 3,466.00	£ 4,000.00
Miscellaneous	500.00	0.00	£ 500.00	£ 500.00	£ 750.00
Additional Services					
Town weed spraying	£ 300.00	£ 39.00	£ 300.00	£ -	£ -
DCC grass cutting	£ 8,500.00	£ 7,258.00	£ 10,000.00	£ 10,000.00	£ 10,000.00
Youth Work	£ 10,000.00	£ 13,500.00	£ 5,000.00	£ 5,000.00	£ 5,000.00
Annual grants to community groups	£ 30,000.00	£ 33,526.00	£ 33,000.00	£ 33,000.00	£ 42,000.00
Crediton Urban Taskforce					£ 1,500.00
Increase in funding earmarked reserves	£ 9,719.00				
Total Expenditure	£ 398,107.00	£ 276,535.00	£ 441,927.00	£ 432,123.00	£ 470,095.00

Precept Options	Total Precept Request	Cost to Band D property	Increase from 2023/24
Budget A - as proposed above, any unspent funds to General Reserves	£478,228.00	£169.38	4.5%/£7.29 per year
Budget B - increase to additional LA EMR of £9,152.00	£487,380.00	£172.62	6.5%/£10.54 per year
Budget C - increase to additional LA EMR of £9,152.00 and £4,199 to OLS project	£491,499.00	£174.08	7.4%/11.99 per year

Earmarked Reserves

Earmarked Reserves		Budget 2022/23	Actua	1 2022/23	Dude	net 2023/24	Correc	ast 2023/24		Increase	De	rease		daet 2024/25
Elections	f	989.49	f		f Buag	989.49	f	ast 2023/24		5.000.00		rease -	_	5,000.00
Nildlife Area (Peoples Park)	£	130.00	-	130.00	_	130.00	_	130.00	L	5,000.00	L	-	f	130.00
Citizen Badges	£	247.00		416.27		416.27		400.00					f	500.00
Street Furniture & Small Works	£	6,000.00	£	6,000.00		6,000.00		5,500.66					f	5.500.66
Economic Development	£	11.210.00	£	11.210.00		10.000.00		10.000.00					£	10.000.00
3 Parish Paths	£		£	973.00		973.00		896.88					£	896.88
loral Crediton	£	2.344.00	£		£	2,344.00		2.344.00					£	2.344.00
own Clock	£	500.00	£	500.00		500.00		1.000.00					£	1.000.00
pper Deck	£	960.00		960.00		960.00		960.00					£	960.00
remises	£	6.200.00	£	5.950.00		5.950.00		5.950.00					f	5.950.00
CTV	£	0,200.00	£	3,530.00	£	2.000.00		2.000.00	£	2,000.00			£	4.000.00
oniface Statue	£	280.00	f	2,280.00		2,000.00		2,000.00	L	2,000.00			f	2.280.00
Var Memorial (General)	f	2,894.00	f	2,280.00		2,280.00		2,280.00	f	100.00			£	2,280.00
and Stand	£	2,834.00	£	600.00		600.00		600.00	-	100.00			£	2,554.00
layors Chain	f	1.000.00	£	1,000.00		1.000.00		1.000.00					£	1.000.00
lotments	£	1,387.00	£	1.387.00		1.387.00		1.387.00					£	1.387.00
efibrillator Project	£	545.00	£	545.00		1,567.00		1,387.00						1,387.00
eighbourhood Planning	£	7.250.00	£	3,749.00		3,749.00		3,749.00					£	3.749.00
nristmas Lights Renewals/Repairs	£	331.72	£	3,749.00		331.72		3,749.00	£	668.20			£	1.000.00
ocalism Projects	£	28.000.00	£	30.000.00		30.000.00		30.000.00	L	008.20			£	30.000.00
credible Edible Town Square Garden	£	28,000.00	£		f			30,000.00					£	9.00
eneral Legal & Professional Fees	£	6,821.00	£	6,821.00	-	6,821.00	-	6,821.00					£	6,821.00
uncil Office Building Fund	£	90.000.00	£	95.000.00		95.000.00		100.000.00	2	10.000.00			£	110.000.00
otment Access Project	£	878.00	£	877.57		877.56		877.56	L	10,000.00			£	877.56
Equipment/Support	£	1.082.05	£		f		-	979.01	£	5,000.00			£	5.979.01
dditional Staffing Costs	£	9,165.00	£	7.590.00	-	10.000.00	-	575.01	f	5.000.00			£	5.000.00
ewcombes Meadow Com Group Money	£	6,732.00	£	6.732.00		6.732.00		6.732.00	L	3,000.00			£	6.732.00
ree works	£	6,000.00	f	6,000.00		6,000.00		6,000.00			£	3.000.00	f	3.000.00
affic & Urban Realm FS	£	190.00	£	190.00		190.00		190.00			L	3,000.00	£	190.00
iversity Festival	£	800.00	£	800.00		750.00		750.00					£	750.00
3 parish paths Tinpot handrail	£	2.290.00	£	2.290.00	f	2,290.00		713.00					£	713.00
P2 - Tinpot Lane	£	2,290.00	f	350.00	-	350.00		350.00					f	350.00
219 - Repairs	£	51.00	f	51.00		51.00		51.00					£	51.00
LS Project	£	10,000.00	f	10,000.00		12,000.00		12,000.00	£	2.000.00			£	14,000.00
ngerposts	£	190.00	f	190.00		12,000.00		12,000.00	L.	2,000.00			£	14,000.00
nistmas in Crediton	£	10.000.00		10.000.00		9.800.00		9,800.00	£	200.00			£	10.000.00
rants	£	5,000.00	f	5,000.00		5,000.00		5,000.00	L	200.00			£	5.000.00
nches	£	5,000.00	£	5,000.00		5,000.00		4,652.00					£	4,652.00
rilian Flag Bearer	£	356.80	f	356.80		356.80		4,652.00					£	4,652.00
	£	356.80 165.00	f	356.80		356.80		356.80					£	356.80
It Spreader Boniface/Devonshire Day	£		£	165.00		1,000.00		1,000.00					£	165.00
A services	Ľ	1,000.00	<u>د</u>	1,000.00	L	1,000.00	L	1,000.00	£	20.000.00			£	20,000.00
	· · · ·	10,000,00	c	0.000.00	£	0.000.00	c	9,000.00	L	20,000.00			£	
roject Inititations Funds	£	10,000.00 237,485.06		9,000.00 237,693.87	f	9,000.00	£	9,000.00	£	49.968.20	£	3.000.00	£	9,000.00 284.127.91

 General Reserve Balance at 31.03.23
 £
 300,851.00

 Anticipated General Reserve Balance at 31.03.24
 £
 314,651.00
 Operational costs should the town council not receive a precept - 8 months running costs for 2024/25 budget £313400 (recommended JPAG 3-12 months)



Eye Test and Glasses Policy

Introduction

This policy has been written in accordance with Health and Safety Display Screen Equipment (DSE) Regulations 1992. The policy and regulations are reflective of the minimum health and safety requirements for work with display screen equipment as implemented in the regulations.

In accordance with the health and safety display screen equipment regulations 1992, (DSEW) display screen equipment users whose general eyesight defects require a corrective prescription are responsible for this cost. It is only where the general corrective prescription is not suitable for use with display screen equipment that Crediton Town Council (CTC) is responsible for the cost of a specific corrective prescription for that purpose.

Policy Statement

CTC recognises and accepts its responsibility as an employer to ensure that employees who habitually use display screen equipment on behalf of CTC should have their sight tested regularly. The DSE requires employers to provide an appropriate eyesight test for all staff who use display screen equipment for a significant part of their job. Purchase of glasses can be made at any optician.

<u>Eye Test</u>

One claim per employee is permitted per year. Employees should make an appointment with an optician based in Crediton. The cost of the eye test will be reimbursed through CTC expenses procedure.

Glasses prescribed for VDU use

An optician needs to declare that the prescribed glasses are required for DSE use.

Contribution towards glasses

CTC will reimburse expenses for eye tests and glasses as follows:

- Eye sight Examination Full cost
- Glasses for VDU use only total cost to a maximum of £120.00
- Glasses for normal use and VDU use 50% of total cost of glasses to a maximum of £60.00

Any cost in excess of this must be borne by the employee. All reimbursements must be accompanied by a receipt for the relevant product from the optician at time of re-claim and must include the date of examination and / or purchase.





DISCIPLINARY PROCEDURE

Purpose and scope

This procedure is designed to help and encourage all Crediton Town Council (CTC) employees to achieve and maintain acceptable standards of conduct, attendance and job performance. This procedure applies to all employees except where it conflicts with a contractual or statutory requirement, which takes precedence. The aim is to ensure consistent and fair treatment for all working for CTC.

Principles

The procedure is not a substitute for good management practices and should only be invoked when initial attempts to improve conduct have been made following discussions between the employee and Town Clerk. Where there has been gross misconduct or serious breach of disciplinary rules, however, the formal procedure should be actioned immediately.

No disciplinary action will be taken against an employee until the circumstances have been fully investigated.

The employee will be advised of the nature of the complaint against them and will be given the opportunity to state their case before any decision is made at a disciplinary meeting.

Employees will be provided, where appropriate, with written copies of evidence and relevant witness statements in advance of a disciplinary meeting.

At all stages of the procedure the employee will have the right to be accompanied by a trade union representative or work colleague.

No employee will be dismissed for a first breach of discipline except in the case of gross misconduct, when the penalty will be dismissal without notice or payment in lieu of notice.

An employee will have the right to appeal against any disciplinary action.

The procedure may be implemented at any stage if the employee's alleged misconduct warrants this.

Roles & Responsibilities

Normally, the Town Clerk will consider minor disciplinary issues and resolve them, if they can, without recourse to the formal procedure.

All other disciplinary issues involving the formal procedure will immediately be referred to the Council Affairs and Finance Committee, who will then be responsible for nominating an Officer to investigate.

The Officer who carries out an investigation should not participate in any subsequent decision to take action under the procedure. Likewise, the Officer (or Panel) hearing the case should not be involved in the investigation beforehand. It is important that respective roles are identified at an early stage so that those roles are not compromised. The Investigating Officer need not be the Town Clerk, although this would normally be the case.





Only the Council Affairs and Finance Committee has the right to suspend or dismiss an employee.

The Procedure

First stage of formal procedure

This will normally be either:

 an improvement note for unsatisfactory performance if performance does not meet acceptable standards. This will set out the performance problem, the improvement that is required, the timescale, any help that may be given and the right of appeal. The individual will be advised that it constitutes the first stage of the formal procedure. A record of the improvement note will be kept for six months, but will then be considered spent – subject to achieving and sustaining satisfactory performance

or

• *a first warning for misconduct* if conduct does not meet acceptable standards. The warning will be in writing and set out the nature of the misconduct and the change in behaviour required and the right of appeal. The warning will also inform the employee that a final written warning may be considered if there is no sustained satisfactory improvement or change. A record of the warning will be kept, but it will be disregarded for disciplinary purposes after a specified period (e.g., six months).

Final written warning

If there is further misconduct or a failure to improve performance during the currency of a prior warning, or if the offence is sufficiently serious a final written warning may be given to the employee. This will give details of the complaint, the improvement required and the timescale. It will also warn that failure to improve may lead to dismissal (or some other action short of dismissal) and will refer to the right of appeal. A copy of this written warning will be kept by the Town Clerk but will be disregarded for disciplinary purposes after 12 months subject to achieving and sustaining satisfactory conduct or performance.

Dismissal or other sanction

If there is still further misconduct or failure to improve performance the final step in the procedure may be dismissal or some other action short of dismissal, such as demotion or disciplinary suspension or transfer (as allowed in the contract of employment). Dismissal decisions can only be taken by the Council Affairs and Finance Committee and the employee will be provided in writing with reasons for dismissal, the date on which the employment will terminate, and the right of appeal.

If some sanction short of dismissal is imposed, the employee will receive details of the complaint, will be warned that dismissal could result if there is no satisfactory improvement, and will be advised of the right of appeal. A copy of the written warning will be kept by the Town Clerk but will be disregarded for disciplinary purposes after 12 months subject to achievement and sustainment of satisfactory conduct or performance.





Gross misconduct

The following list provides some examples of offences which are normally regarded as gross misconduct:

- theft or fraud
- physical violence or bullying
- deliberate and serious damage to property
- serious misuse of an organisation's property or name
- deliberately accessing internet sites containing pornographic, offensive or obscene material
- serious insubordination
- unlawful discrimination or harassment
- bringing the organisation into serious disrepute
- serious incapability at work brought on by alcohol or illegal drugs
- causing loss, damage or injury through serious negligence
- a serious breach of health and safety rules
- a serious breach of confidence.

If you are accused of an act of gross misconduct, you may be suspended from work on full pay, normally for no more than ten working days, while the alleged offence is investigated. If, on completion of the investigation and the full disciplinary procedure, CTC is satisfied that gross misconduct has occurred, the result will normally be summary dismissal without notice or payment in lieu of notice.

Appeals

An employee who wishes to appeal against a disciplinary decision must do so, in writing, within ten working days.

The employee will be invited to an appeal meeting, within ten working days, and the appeal will be heard by an Appeals Sub-Committee. At the appeal any disciplinary penalty imposed will be reviewed. The Appeals Sub-Committee will be made up of members of the Council Affairs and Finance Committee and members will be chosen at an appropriate meeting.

The Appeal Committee's decision is final.





GRIEVANCE PROCEDURE

Introduction

Crediton Town Council (CTC) recognises that individual employees or groups of employees may, from time to time, feel aggrieved about an aspect of their employment. Furthermore, it accepts that each employee has the right to raise a grievance and to expect that management will consider it and respond.

The purpose of this procedure is to provide a framework for dealing promptly and fairly with such grievances. The aim is to resolve grievances as near as possible to their point of origin.

Matters appropriately dealt with under this Grievance Policy include all questions relating to the individual rights of employees in respect of their employment other than:

- Grievances that have already been considered in accordance with the procedure
- Grievances arising from a disciplinary or capability process in which the employee is already involved and where there is an appeals procedure in place
- Grievances in respect of issues over which the Council has no control. e.g. external legislation
- Grievances that are already the subject of a collective grievance or dispute.

The timescales shown in the accompanying procedure may be altered by mutual agreement.

The nature and number of grievances raised in accordance with the accompanying procedure will be monitored annually by the Town Clerk.

This policy and the accompanying procedure will be subject to periodic review.

Responsibility for conducting this review will rest with the Administration & Personnel Committee.

Dealing with grievances informally

If you have a grievance or complaint to do with your work or the people you work with you should, wherever possible, start by talking it over with the Town Clerk. You may be able to agree a solution informally between you.

Where your grievance is against the Town Clerk and you feel unable to approach him or her you should talk to the Mayor/Chairman of the Council.





Formal grievance

If you are not satisfied with the result of the informal process or, if the matter is serious and you wish to raise it formally, you should set out the grievance in writing to the Town Clerk, who will refer the matter to the Council Affairs and Finance Committee. You should stick to the facts and avoid language that is insulting or abusive.

If the grievance is against the Town Clerk, the grievance should be submitted in writing directly to the Council Affairs and Finance Committee.

Grievance hearing

The Council Affairs and Finance Committee shall, as soon as possible, and in any case within ten working days, arrange a meeting to discuss your grievance. You have the right to be accompanied by a colleague or trade union representative at this meeting if you make a reasonable request.

As soon as possible after this meeting and, in any event within five working days, the Mayor/Chairman of CTC on behalf of the Council Affairs and Finance Committee shall confirm its decision on the grievance in writing to you.

Please note, if the Council Affairs and Finance Committee hearing the grievance determines that further investigation is required - having listened to your submission - the meeting will be adjourned for a period not exceeding ten working days, to facilitate this.

Appeal

If you are not satisfied with the Council Affairs and Finance Committee's decision and you wish to appeal you should let the Mayor/Chairman know, in writing, within ten working days of receipt of the decision.

You will be invited to an appeal meeting, within ten working days, and your appeal will be heard by an Appeals Sub-Committee. You have the right to be accompanied by a colleague or trade union representative at this meeting if you make a reasonable request. The Appeals Sub-Committee will be made up of members of the Council Affairs and Finance Committee and members will be chosen at an appropriate meeting.

After the meeting and, in any event within five working days, the Mayor/Chairman of CTC on behalf of the Appeals Sub-Committee will give you a decision. The Appeals Sub-Committee's decision is final. The Appeals Sub-Committee will include the Chairman or Vice Chairman of the Council Affairs and Finance Committee and two other committee members.





Maternity, Adoption, Paternity and Parental Leave and Pay Policy & Procedure

Who is covered by this policy?

- **1.** For maternity/adoption leave and pay: any employee of Crediton Town Council (CTC) who has become pregnant or who has been matched with a child for adoption.
- 2. For shared parental leave: the partner of any such employee whether or not they work for CTC (subject to certain qualifying and earnings criteria); or an employee whose partner has become pregnant or been matched with a child for adoption.
- **3.** For paternity leave and pay: any employee of CTC whose partner has become pregnant or been matched with a child for adoption.
- **4.** For unpaid parental leave: any employee with at least one years' service who has a child under 18 years old

What am I entitled to?

If you are an employee who is pregnant or adopting:

- You will be entitled to take up to 52 weeks maternity/adoption leave if you want to, irrespective of your length of service or earnings with CTC (26 weeks of ordinary maternity/adoption leave and 26 weeks of additional maternity/adoption leave).
- Employees who have been employed by CTC continuously for at least 26 weeks ending with the 15th week before the expected birth or adoption and have average weekly earnings at least equal to the lower earnings limit for National Insurance contributions (see rates here: <u>https://www.gov.uk/government/publications/rates-and-allowances-national-insurancecontributions/rates-and-allowances-national-insurance-contributions</u>) will be paid statutory maternity/adoption pay.
- Statutory maternity/adoption pay (SMP) is payable for **39 weeks**; for the first six weeks it is paid at 90% of your average weekly earnings. The following 33 weeks will be paid at the statutory rate set by the Government each tax year, or 90% of your average weekly earnings, whichever is the lower. The SMP rate from <u>01 April 2023 is £172.48.01 April 2022 is £156.66 per week</u>.
- Employees who do not qualify for SMP may be entitled to Maternity Allowance (MA), paid by Jobcentre Plus, for up to 39 weeks.
- Employees who have completed more than one year's continuous service with CTC at the 11th week before estimated week of birth or adoption will be entitled to the following:





- Weeks 1-6 90% of a week's pay for the first six weeks of ordinary maternity/adoption leave (This will be offset against any payments of SMP or MA).
- Weeks 7-18 where an employee has declared in writing that they intend to return to work they will receive half pay plus SMP. This is paid on the understanding that the employee will return to their employment at CTC for at least three months. If the employee leaves before three months has elapsed, a repayment of this amount will be required and the authority will recover any overpayments made.
- > Weeks 19-39 the remaining 21 weeks will be paid as SMP only.

If you are a father to be, adopter or will share the responsibility with a partner for bringing up a child:

- If 15 weeks before the expected birth or adoption you have been employed by us continuously for at least 26 weeks you will be entitled to 2 weeks paternity leave.
- If your average weekly earnings are at least equal to the lower earnings limit for National Insurance contributions, we will pay you statutory paternity pay during your leave.

If you are a parent with a child who is under 18 years old, then:

- After one years' service you can take up to 18 weeks unpaid parental leave for that child.
- This allowance applies to each of your children but can only be taken in blocks of up to 4 weeks per year.

Am I entitled to share maternity/adoption leave and pay with my partner?

Shared parental leave is designed to give parents/adopters more flexibility in how to share the care of their child in the first year following birth or adoption. If you are eligible you can share up to 50 weeks leave, and can decide to be off work at the same time and/or take it in turns to have periods of leave to look after the child. To be eligible you must meet the following criteria:

- You (or your partner) must be entitled to maternity/adoption leave, or statutory maternity/adoption pay (or maternity allowance from the Government) and you must share the main responsibility for caring for the child with your partner. In addition, you and your partner will also be required to follow a two-step process to establish eligibility as follows:
- Step 1 Continuity test: if you are seeking to take shared parental leave, one parent/adopter must have worked for the same employer for at least 26 weeks at the end of the 15th week before the week in which the child is due (or at the week in which an adopter was notified of having been matched with a child or adoption) and they should still be employed in the first week that shared parental leave is to be taken.



The other parent /adopter has to have worked for 26 weeks in the 66 weeks leading up to the due date and have earned above the maternity allowance threshold of £30 a week in 13 of the 66 weeks.

• Step 2 - Individual eligibility for pay: To qualify for shared parental pay the parent/main adopter must, as well as passing the Continuity test, also have earned an average salary of the National Insurance lower earnings limit or more for the 8 weeks prior to the 15th week before the expected birth/adoption.

Although the situation around pregnancy and adoption appears complex, it is normally quite straightforward to work out your entitlement. Therefore, as soon as you know you are pregnant or have been matched with a child for adoption, please let the Town Clerk know as soon as is practical, they will calculate your entitlement and the relevant dates for you.



Maternity, Paternity and Shared Parental Leave – Procedural Guidelines

What should I do once I know I am pregnant or have been matched with a child for adoption? Congratulations on your big event! There are a few things you now need to do so we can ensure you get all you are entitled to and that the process goes smoothly for you and CTC. Here is what you need to do:

- Please let us know as soon as possible. You should have a chat with the Town Clerk about your situation **especially if you are pregnant** as there are health and safety issues which we must consider. The Town Clerk will arrange a risk assessment to ensure your work doesn't put you or your baby at any risk. You will also be entitled to take reasonable paid time off work to attend ante-natal appointments as advised by your doctor, registered midwife or health visitor. If you are the partner you may also take unpaid time off to attend up to two ante-natal clinic visits.
- When you receive it from your doctor or midwife, we will need your **MAT B1** form which confirms your pregnancy and when your baby is expected. If you are adopting we will need a copy of the **matching certificate** completed by the adoption agency.
- At least 15 weeks before the due date for your baby, please let us know when you intend to take your maternity leave. If adopting, within 7 days of the date in which you were matched with the child we will need the expected week of the placement and the date on which you intend to start your adoption leave. Don't worry these dates can still be changed if you give us at least 28 days notice before the new start date or, if that is not possible, as much notice as is reasonably practicable.
- If you plan to start adoption leave before the actual date of placement, you must be sure that the placement will be going ahead on the date agreed before you start your leave. If the placement is delayed for whatever reason and adoption leave has already commenced, you cannot stop and start it again at a later date.
- Maternity leave will commence no earlier than 11 weeks before the estimated week of childbirth.
- Maternity leave will automatically start four weeks before the baby is due if you are absent from work due to a pregnancy related illness.
- If the baby arrives early the leave will start on the day after the birth.
- If you miscarry after 24 weeks pregnancy you will retain your full maternity leave and pay entitlement.



Your maternity or adoption leave

- Regardless of the number of hours you work or your length of service, you are entitled to 26 weeks "ordinary" maternity/adoption leave. During this period all your contractual entitlements are maintained with the exception of your pay, any benefits in kind will continue and contractual annual leave entitlement will continue to accrue. You are entitled to return to the same job that you left if you return after the ordinary leave period.
- You are also entitled to take up to 26 weeks "additional" maternity/adoption leave immediately following your ordinary leave. During this leave your contractual terms and conditions such as holidays continue to accrue. You also have the right to return to a job on no less favourable terms and conditions than the job you had at the commencement of the leave period. If it is not practicable for you to return to your original job, then you will be offered a suitable alternative on terms and conditions no less favourable. Your continuity of service will be preserved.
- Except during the first two weeks after childbirth, you can agree to work or to attend training for up to 10 days during either ordinary maternity leave or additional maternity leave, without that work bringing your period of maternity / adoption leave to an end and without a loss of a week's SMP. These are known as "keeping-in-touch" days.
- We will also maintain reasonable contact with you from time to time during your maternity/adoption leave. This may be to discuss changes within the organisation, your plans for returning to work, to discuss any special arrangements to be made or training to be given to ease your return to work or simply to update you on developments at work during your absence.
- We will let you know before starting your ordinary maternity/adoption leave whether you have any outstanding holiday entitlement. We might ask you to take all or some of your outstanding holiday before commencing your leave or agree that you can carry the leave over and take it on your return to work.

Returning to work

- Once we know the start date of your maternity/adoption leave, we will inform you in writing of the date on which you are expected back at work if you take your full 52 week entitlement to maternity/adoption leave. You are expected to return on this date unless you notify us otherwise.
- If you want to return to work earlier than the expected return date please give us at least **eight weeks' notice** of your date of early return. If you fail to do so we may have to postpone your return to such a date as will give us eight weeks' notice, provided that this is not later than the expected return date.

- If you are unable to attend work at the end of your maternity leave due to sickness or injury, our normal arrangements for sickness absence will apply. In any other case, late return without prior authorisation will be treated as unauthorised absence.
- If you worked full-time prior to maternity/adoption leave you have no automatic right to
 return to work on a part-time basis or to make other changes to your working pattern.
 However, all requests for part-time work or other flexible working arrangements will be
 formally considered in line with the operational requirements of the Town Council. If you
 would like flexible working arrangements to be considered, please write to the Town Clerk
 setting out your proposals as soon as possible in advance of your return date, so that there is
 adequate time for full consideration of your request.
- If you decide not to return to work after maternity/adoption leave, you must give us notice of your resignation as soon as possible and in accordance with the terms of your contract of employment. If your notice period would expire after maternity/adoption leave has ended, we may require you to return to work for the remainder of the notice period.
- If you are fully entitled to receive statutory maternity/adoption pay, then you will receive your full 39 week entitlement even if you resign.

How can I share parental leave with my partner?

Firstly, you and your partner must meet the eligibility criteria described earlier. If you do:

- You can effectively "convert" a period of maternity / adoption leave and pay into shared parental leave and pay that can be taken by either parent.
- Your partner can take shared parental leave concurrently with you when you are on maternity leave or shared parental leave.
- Shared parental leave does not have to be taken in a single continuous block, it can be taken in chunks of as little as a week with our agreement.
- When on shared parental leave you will be entitled to the same terms and conditions that would have applied had you been at work, with the exception of pay.
- Shared Parental Leave may be taken at any time within the period which begins on the date the child is born or date of the adoption placement and ends 52 weeks after that date.

Here is how you and your partner should go about opting in to shared parental leave:

 The mother/main adopter must bring their period of maternity/adoption leave to an end by letting their employer know at least 8 weeks before the date she intends to curtail the leave. NB. maternity leave cannot be brought to an end before the end of the two-week compulsory maternity leave period. The balance of maternity leave at that point becomes available for the partner to share as shared parental leave. While this notice of curtailment of maternity/adoption leave can be given before or after the birth/placement, if it is given afterwards, the notice is binding. However, if notice is given before, there is a six-week window after the child's birth/adoption, during which a mother/primary adopter who has previously stated she intends to share her leave can change her mind and decide to remain on leave.

- 2. Both you and your partner should let your respective employers know in writing that you are eligible for and intend to take shared parental leave. You should also give an indication of how much shared parental leave and pay each parent intends to take and when. As you are one of our employees, please complete the form at Appendix 1.
- 3. If requested within 14 days of letting us know about your intention to take shared parental leave, you should provide us with a copy of the child's birth certificate, or if this is not yet available, confirmation from your midwife or GP of the date of the child's birth. In the case of adoption you should provide details of the adoption agency, the date you (or your partner) were informed of the adoption match, and the expected date that the child will be placed with you. You must provide the information requested within 14 days.
- 4. The information about how and when you and your partner are intending to take shared parental leave is non-binding you are free to change your minds about how leave and pay are to be allocated between you by letting your employers know of the variation in writing. To do this, please complete the form at Appendix 2. We will need at least 8 weeks' notice of each period of leave, and you can submit a total of three requests. That means you can take up to three periods of shared parental leave.
- 5. If you submit a request for a single continuous period of shared parental leave (e.g. a single block of 12 weeks) this will be granted automatically.
- 6. If you submit a request for discontinuous leave (e.g. 6 weeks shared parental leave followed by 2 weeks at work followed by another 6 weeks shared parental leave etc.) we may need to discuss with you whether our business can support such a work pattern. If it cannot we will try to agree an alternative arrangement with you, or we may need to refuse the request.
- 7. We may ask you to stay in touch with work during your shared parental leave. This could be for training purposes, meetings or just to keep generally up to date with the business. You can work for up to 20 days without bringing your period of shared parental leave to an end. Any days worked do not extend your leave period. When you work you will receive your normal rate of pay inclusive of any shared parental pay. You are under no obligation to undertake any work during your shared parental leave period, and we are under no obligation to offer you any work. These 20 days are in addition to the 10 days available during maternity or adoption leave.
- 8. While on shared parental leave you will continue to accrue your normal holiday entitlement. We may ask you to take some or all of your outstanding holidays prior to



commencing your shared parental leave. We may also ask you to take some or all of the holidays you have accrued on shared parental leave at the end of your leave period and prior to returning to work.

This all sounds complex, but it is really quite simple. Here are some **examples** to help clarify how shared parental leave works.

- a) The mother/main adopter ends her leave after 26 weeks, and the balance of the leave and pay - 26 weeks leave and 13 weeks statutory maternity / adoption pay is available to be shared between the parents as they choose. The father takes 10 weeks leave and pay, while the mother returns to work. He then returns to work and the mother takes the remaining 16 weeks leave and 3 weeks' pay.
- b) Baby is born prematurely, and the mother immediately commits to taking 27 weeks maternity leave and pay leaving 25 weeks leave and 12 weeks' pay to be shared with the father. The father takes 2 weeks paternity leave when baby is born and then immediately takes the 25 weeks leave and 12 weeks' pay. Both parents return to work after 27 weeks having used all their shared parental leave.
- c) The main adopter takes the first 10 weeks adoption leave and pay, and then commits to returning to work at week 22. This then frees up 30 weeks shared parental leave and 17 weeks' pay. His partner takes 12 weeks of leave and pay to coincide with weeks 11 to 22 of the main adopter's adoption leave so she and the main adopter can look after the child together. She then takes a further 8 weeks' leave and last 5 weeks of pay while the main adopter returns to work. When the partner then goes back to work, the main adopter takes the last 10 week of shared parental leave.

In total the main adopter has taken 32 weeks leave and 22 weeks' pay while the partner has taken 20 weeks leave and 17 weeks' pay.

Returning to Work from Shared Parental Leave

- If you wish to alter your return date from shared parental leave, please ensure you give us notice as follows:
 - If you wish to extend your SPL, at least 8 weeks' notice from the originally agreed return date.
 - > If you wish to shorten your SPL, at least 8 weeks' notice from the new return date.
- If you return to work after a period of shared parental leave (including any maternity/adoption leave) which was **26 weeks or less**, then you are entitled to return to the same job that you left with terms and conditions no less favourable than would have applied had you not been on leave.
- If you return to work from a period of shared parental leave (including any maternity/adoption leave) which was **greater than 26 weeks** we will try to allow you to return to the same job you left. If it is not practicable for you to return to your original job then you will be offered a

suitable alternative on terms and conditions no less favourable than would have applied had you not been on leave.

Do I have any further statutory rights to parental leave?

- Yes. If you have completed one year's service with us, you are entitled to 18 weeks **unpaid parental leave** for each of your children born or adopted. The leave can start once the child is born or placed for adoption, or as soon as you have completed a year's service, whichever is later. You can take it at any time up to the child's 18th birthday.
- Parental leave should be taken in blocks of a week or multiples of a week and should not be taken as "odd" days off, unless your child is disabled. You cannot take off more than four weeks during a year. A "week" is based on your normal working pattern.
- Please ensure you give us at least 21 days' notice in writing if you intend to take unpaid parental leave. As unpaid parental leave is transferable between employers, please also confirm whether you have already taken some of your entitlement with another employer and how much.

What are my Paternity Leave and Pay Entitlements?

In order to be eligible for paternity leave you must satisfy the following criteria:

- You must be the father of the child or married to: the civil partner or the partner of the child's mother; married to: the civil partner or the partner of the child's adopter, or one of a couple jointly adopting a child; and expect to have responsibility for the upbringing of the child and be making the request to help care for the child or to support the child's mother
- Have 26 weeks' service at the 15th week before the baby is due to be born, or in respect of an adopted child, the week in which the child's adopter was notified of having been matched with a child
- You may be asked to produce evidence of entitlement to paternity leave by signing a selfcertification form declaring that he or she meets the statutory eligibility criteria

Paternity leave is granted in addition to your normal holiday entitlement. Paternity leave must be taken in a single block of one or two weeks within eight weeks of the birth or adoption of the child. If the child is born early, it must be taken from the time of birth but within eight weeks of the expected date of childbirth. Ordinary paternity leave can start either from the date the child is born or placed for adoption or from a chosen number of days or weeks after that date. In addition, employees who are the father or partner have the right to take unpaid time off work to accompany expectant mothers on up to 2 antenatal appointments.

To qualify for paternity pay you must have average earning at or above the lower earnings limit for the payment of National Insurance contributions.



- Statutory Paternity Pay is paid for a maximum of 2 weeks. It is paid at a flat rate laid down by statute or 90% of average weekly earnings if this is less.
- Statutory Paternity Pay will begin at the same time as your paternity leave commences and will be paid on the same date that your salary would have been paid and will be subject to deductions for tax, National Insurance and any pension contributions in the usual way.



Appendix 1

Notice of Entitlement and Intention to Take Shared Parental Leave

(Please read the Maternity, Adoption, Paternity and Parental Leave and Pay Policy & Procedure)

If you wish to take shared parental leave, then you must submit this form to the Town Clerk at least **8 weeks** before the start of the first period of shared parental leave.

In order to calculate the amount of shared parental leave you are eligible for please complete the following.

Basic Details

Employee Name:	
Are you the mother/main adopter of the child or the partner of the mother/main adopter?	
Date on which mother or main adopter commenced (or will commence) maternity/adoption leave:	

Notice of curtailment of maternity / adoption leave

Please complete this if you are the **mother or main adopter**. If on maternity leave, this date must be at least two weeks after the birth of your baby (or four weeks if you are employed in factory work).

I wish my maternity / adoption leave to end on the following date:	
Signed:	Date:

Please complete this if you are the **partner** of the mother or main adopter.

I confirm my partner's	
maternity/adoption leave	
ended/will end on the following	
date:	



Shared Parental Leave Details

Maximum number of weeks of	
shared parental leave available (52	
weeks minus the number of weeks	
taken according to the above dates)	
Maximum number of weeks of	
shared parental pay available (39	
weeks minus the number of weeks	
taken according to the above dates)	
Number of weeks of shared parental	
leave/pay you intend to take	
Number of weeks of shared parental	
leave/pay the other parent intends	
to take	

Shared Parental Leave and Pay Dates

Please detail the start and end dates	
of the shared parental leave/pay	
that you intend to take. This should	
tally with the number of weeks you	
have indicated above that you will	
take.	

The above dates do not constitute a formal binding request at this stage. However, if you wish them to do so please indicate "Yes": Yes / No

If you indicate "No", then please complete appendix 2 - **Notice to Take or Vary a Period of Shared Parental Leave** for each period of shared leave requested.



Declarations

By the Employee

Please confirm your eligibility by ticking the appropriate boxes below and signing the form

- □ I am the mother, father or main adopter of the child and will share the care of the child with my partner named below
- □ I meet the eligibility criteria for shared parental leave

If appropriate:

- □ I meet the eligibility criteria for shared parental pay
- I am the mother or main adopter and have completed the notice of curtailment of maternity / adoption leave section and understand that this is binding subject to certain conditions outlined in the policy
- □ I consent to you retaining and processing the information contained in this form

Signed:	Date:

By the Employee's Partner

Name	
Address	
Name and Address of Employer	
National Insurance Number	

I confirm that I meet the following criteria for eligibility for shared parental leave:

- □ I have worked either directly, for an agency or self-employed, for 26 weeks in the 66 weeks leading up to the due date
- □ I have earned above the maternity allowance threshold of £30 a week in 13 of the 66 weeks
- I consent to your employee taking shared parental leave and shared parental pay as detailed above



If appropriate:

- I am the mother / main adopter and confirm I have curtailed my maternity / adoption leave and pay with my employer (or will have done so by the time your employee takes shared parental leave)
- □ I consent to you retaining and processing the information contained in this form

Signed:_____ Date:_____



Appendix 2

Notice to Take or Vary a Period of Shared Parental Leave (Please read the Policy on Maternity, Adoption, Paternity and Parental Leave)

You should complete this form if you wish to request a period of shared parental leave/pay, or to vary a previously approved period.

You must have previously submitted a Notice of Entitlement and Intention to Take Shared **Parental Leave** (Appendix 1) and have had your eligibility for shared parental leave confirmed.

Name of Employee	
Name of Partner	

Requested Shared Parental Leave / Pay Dates

Start date	End date	Number of weeks leave	Number of weeks pay (if applicable)

Request to Vary Previously Requested Parental Leave / Pay Dates

Previously Approved Start date	Previously Approved End date	Detail the change you would like to request

We confirm that we agree to the request / variation outlined above.

Signed: (Employee)_____

Date:_____

Signed: (Employee's Partner)_____ Date:_____





Motion Request Form

Motion requiring Written Notice to the Proper Officer – Standing Order 9

Meeting the motion is intended to be considered at (including date):	
Title of Motion:	
Proposed by:	
Seconded by: (if applicable)	
Proposed Resolution:	
Background: (provided by the proposer)	
Financial implication(s): (provided by the proposer)	
Legal implication(s):	
Proposers signature:	
Seconders signature: (if applicable)	
Date of submission to the Proper Officer ^[1] :	

Officer comments:

Background:	
Financial implication(s):	

^[1] The mover of a motion must have given written notice of its wording to the Proper Officer at least 7 clear days before the meeting – clear days do not include the day of the notice or the day of the meeting. Standing Order 9b.



