

MANSFIELD DISTRICT COUNCIL

Local Labour Agreement

Between Mansfield District Council and
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX for XXXXXXXXXXXXXXXXXXXX

Planning Application Number:	
Date:	

Introduction

Building upon initial commitments made in the main planning application (identified above), this document provides the basis of the Local Labour Agreement (LLA) made between Mansfield District Council (the Council) and ***** (the Owner). This LLA relates to both the construction and operational (delete as appropriate) phases of this development.

Context

***** and the Council have a mutual interest in the successful development of ***** to ensure that it supports the local economy and benefits the broader community. The development of the site carries potential employment benefits for the local area, with the applicant proposing the creation of a number of new full and part time posts at a variety of skill levels and occupations and offers the creation of new facility which will offer new opportunities for both local businesses and individuals.

Mansfield district residents may benefit significantly from this investment. Developments such as this one present residents with an excellent opportunity to gain employment and improve skills locally, where possible using public transport, cycling and walking as part of the implementation of the local travel plan.

The careful management of developments such as this will help shape the local labour force to meet industry requirements, raise ambitions and aspirations and help residents to understand better the employment and training opportunities available to them.

The Agreement

1. In the event where the Development is of **10 or more dwellings**, or on **0.5 or more hectares** of land, or is considered likely to create **15 or more full time equivalent jobs**:

1.1. The Owner shall in connection with the **construction** of the Development:

1.1.1. Submit an Employment and Skills Plan (ESP), substantially in the form of that set out in Appendix A to this Agreement, to the Council for its written approval at least [] months before the commencement of the Development on site, such approval to include the date by which the ESP and Method Statement are to be implemented by the Owner;

1.1.2. Comply with and implement the approved ESP and Method Statement and provide the Council with information as required to demonstrate its compliance with the ESP and Method Statement;

1.1.3. Provide to the Council on a monthly (or quarterly) basis a report outlining the achievements during the previous month against the ESP and Method Statement and the employment and skills Key Performance Indicator, and provide details of the various employment and skills activities delivered in the month;

1.1.4. Attend a meeting with the Council (to be convened by the Council) after the completion of the Development to review the completed Development and the Owner's performance against the Key Performance Indicators and related targets (including the

performance of the employment and skills Key Performance Indicator), the ESP and Method Statement and to consider the scope for further improvement on future Developments.

1.2. The Council covenants with the Owner that within 28 days of the submission by the Owner of the ESP and Method Statement the Council shall either approve the ESP and Method Statement in writing or suggest reasonable amendments thereto in writing save that if at the end of the 28 day period the Council has not approved the ESP and Method Statement or provided comments in writing suggesting appropriate amendments to the ESP and Method Statement such failure to comment in writing shall be taken as approval of the ESP and Method Statement.

2. In the event where the Development is of **less than 10 dwellings**, or **less than 0.5 hectares** or is likely to create **less than 15 full time equivalent jobs** the Owner shall in connection with the **construction** of the Development:

2.1. Use reasonable endeavours to ensure that:

2.1.1. [50%] of employment opportunities generated during the construction phase should be for Local People;

2.1.2. All new temporary and permanent vacancies including apprenticeships not identified in the Employment and Training Plan to be reported to Jobcentre Plus in advance of recruitment; Jobcentre Plus will promote vacancy details to local job seekers and are able to match suitable candidates to job specifications for consideration by the developer/contractor and sub-contractor(s);

2.1.3. [50%] of the businesses contracted and sub-contracted in the construction phase of the Development to be Local Businesses;

2.1.4. All sub-contracting and tendering opportunities to be advertised locally to make Local Businesses aware of the opportunities, timescales and procedures to be adopted in tendering for available work.

2.2. The Owner shall use reasonable endeavours to provide promptly the monitoring information required. The monitoring information will include the submission to the Council every 6 months from project commencement headline non-identifiable information as agreed by this LLA in the format at Appendix C.

3. Where applicable, the Owner shall in connection with the **operation** of the Development use reasonable endeavours to:

3.1. Ensure that [50%] of employment opportunities generated at the operational phase should be for Local People;

3.2. Work with Jobcentre Plus in the development and implementation of an Employment and Training Plan to deliver a targeted recruitment and training campaign linked directly to the operational jobs within the Development to prepare the local labour market and match suitable candidates to job specifications including:

3.2.1. Guaranteed job interviews for local unemployed residents who have undertaken specific pre-employment training related to the development, the target for which is [25%] of the starting workforce;

3.2.2. All new vacancies to be advertised in local newspapers such as the Mansfield Chad Nottingham Post and on the Universal Jobmatch online service;

3.2.3. To recruit [] apprentices, provide [] work experience placements for those unemployed, [] work experienced placements for those aged 14-18 years in education associated with the operation of the Development;

3.3. Provide promptly the monitoring information required. The monitoring information will include the submission to the Council every 6 months from project commencement headline non-identifiable information as agreed by this LLA in the format at Appendix C.

4. The Owner shall issue a written statement to its prospective contractors and sub-contractors at the stage of tendering for work and contracts associated with the construction of the Development. This will state that any company invited by the Owner shall be given clear written details of the obligation to use all reasonable endeavours to abide by the sites LLA, and subsequently that company must include a similar term within its contracts.

5. The Owner shall issue a written statement to its prospective operator associated with the operation of the Development. This will state that any company invited by the Owner shall be given clear written details of the obligation to use all reasonable endeavours to abide by the sites LLA obligations.

Appendix A: LLA Headline Information – Employment and Skills Plan for Construction Phase

Appendix B: LLA Headline Information - Pro-forma for Construction Phase

Appendix C: LLA Headline Information - Pro-forma for Operational Phase

Marketing and public relations

Where positive evidence arises of relevance to this LLA, the Council will be happy to work with [****], where reasonable time allows, on media releases.

Equal opportunities

[****] will offer equal opportunity to all, regardless of race, colour, nationality, ethnic origin, sex (including gender reassignment), marriage, disability or age. All applicants and employees will be treated equally in respect of recruitment, promotion, training, pay and other employment policies and conditions. Reasonable adjustments will be made to accommodate those with special needs.

Defining ‘local’

A local person or business is defined here as a person resident within Mansfield District Council’s geographical boundaries (the local area) at the time of their initial application for employment in relation to the Development.

Local procurement is defined as the procurement of goods or services from a company or company branch located within the Mansfield and Nottinghamshire area.

Review

[****] and the Council reserve the right to make changes if required due to unforeseen changing circumstances. Any changes must be agreed in writing by both parties and both parties must act reasonably.

This LLA will be valid for five years, after which it should be reviewed.

We the undersigned, commit to this Local Labour Agreement, and pledge to use reasonable endeavours to fulfil the conditions above.

.....

For and on behalf of
Mansfield District Council

Dated.....

.....

For and on behalf of
[XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX]

Dated

LLA Headline Information

Pro-forma for Construction Phase for small projects

When completed please email to: regeneration@mansfield.gov.uk

Date	
Author	
Site Name	
Developer	
Main Contractor	
End User operation(s)	
% of businesses contracted and sub contracted that are local businesses	
Brief details of sub-contracting and tendering opportunities advertised locally to make Local Businesses aware of the opportunities, timescales and procedures to be adopted in tendering for available work	
Number of Local People Employed	
Brief details of all new vacancies to be advertised in local newspapers such as the Mansfield Chad and on the JCP service	
% of employment opportunities generated for Mansfield DC residents	
Number of guaranteed job interviews for local unemployed residents who have undertaken specific pre-employment training related to the development	

Number of apprentices (starts and completions)	
Number of work experience placements for those unemployed	
Number of work experience placements for those aged 14 – 18 years in education	
Additional labour market measures	
Anticipated new vacancies	

LLA Headline Information

Pro-forma for Operational Phase

When completed email to: regeneration@mansfield.gov.uk

Date	
Author	
Site Name	
Operator	
% of businesses contracted and sub contracted that are local businesses	
Brief details of sub-contracting and tendering opportunities advertised locally to make Local Businesses aware of the opportunities, timescales and procedures to be adopted in tendering for available work	
Number of Local People Employed	
Brief details of all new vacancies to be advertised in local newspapers such as the Mansfield Chad and on the JCP service	
% of employment opportunities generated for Mansfield DC residents	
Number of guaranteed job interviews for local unemployed residents who have undertaken specific pre-employment training related to the development	
Number of apprentices (starts and completions)	
Number of work experience	

placements for those unemployed	
Number of work experience placements for those aged 14 – 18 years in education	
Additional labour market measures	
Anticipated new vacancies	

Additional Information

Planning Agreements

A Planning Agreement is a legal document (a deed) which can be entered into by “any person with an interest in the land”, but who is usually the developer who is seeking planning consent. The inclusion of community benefit clauses in planning agreements (e.g. requiring planners to target jobs created in their development) can ensure the number of job opportunities for local residents is maximised.

Conditions / Section 106 Agreements

It is suggested that the following models may be considered as *example* clauses to be included in the Section 106 Agreement but each agreement would have its own customised clauses drawn up by the Council’s legal service, policy and development management teams to ensure agreements deliver targets and planned outcomes.

Condition:

The development permitted by this planning permission shall not be started by the undertaking of a material operation as defined in section 56(4)(a-b) of the Town and Country Planning Act 1990 until details of a Local Labour Agreement have been agreed in writing with the Local Planning Authority.

Item:

The developer shall pay the Council (or such other party as the Council shall direct in writing) the sum of £xx,xxx) for the provision of vocational training facilities for the local community.

Item:

The developer shall use all reasonable endeavours to create a minimum of xxx construction apprenticeships for local young people and endeavour to employ xx % from the local community.

Item:

The developer shall use all reasonable endeavours to source or procure a proportion of materials and services from local providers.