## **GODALMING TOWN COUNCIL**

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Municipal Buildings Bridge Street Godalming Surrey GU7 1HT

28 June 2019

I HEREBY SUMMON YOU to attend the **STAFFING COMMITTEE** Meeting to be held in the Council Chamber, Municipal Buildings, Bridge Street, Godalming on THURSDAY, 4 JULY 2019 at 7.00pm.

Andy Jeffery Town Clerk

Committee Members: Councillor Ashworth

Councillor Cosser

Councillor Duce – Vice-Chair Councillor Hullah – Chair Councillor Williams

Chair of Policy & Management (ex officio)

# AGENDA

# 1. MINUTES

To approve as a correct record the minutes of the meeting held on the 22 May 2019, a copy of which has been circulated previously.

# 2. <u>APOLOGIES FOR ABSENCE</u>

## 3. DISCLOSABLE PECUNIARY INTERESTS AND NON-PECUNIARY INTERESTS

To receive from Members any declarations of interests in relation to any items included on the Agenda for this meeting required to be disclosed by the Localism Act 2011 and the Godalming Members' Code of Conduct.

# 4. PETITIONS/STATEMENTS/QUESTIONS FROM MEMBERS OF THE PUBLIC

The Chair to invite members of the public to make representations, ask or answer questions and give evidence in respect of the business on the agenda or other matters not on the agenda. This forum to be conducted in accordance with Standing Order 5.

# 5. QUESTIONS BY MEMBERS

To consider any questions from Councillors in accordance with Standing Order 6.

## 6. WORK PROGRAMME

Members to review the Committee's work programme, copy attached for the information of Members.

# 7. STAFF ABSENCES & TOIL REPORT

A summary report of staff absences for year to 30 June 2019 and current TOIL report is attached for the information of Members

# 8. <u>DELEGATION OF THE FUNCTIONS OF PROPER OFFICER OF THE COUNCIL IN THE</u> ABSENCE OF THE TOWN CLERK

In order for Godalming Town Council to be able to function efficiently and effectively, the Staffing Committee is requested to consider appropriate arrangements for another employee to be authorised to undertake the duties of the Proper Officer in the absence of the Town Clerk.

Standing Order 31 states that:

The Proper Officer shall be either (i) the clerk or (ii) other staff members(s) nominated by the Council to undertake the work of the Proper Officer when the Proper Officer is absent.

In undertaking the duties, responsibilities and accepting the accountability of the Proper Officer, it is reasonable that the person so authorised is remunerated accordingly. It is suggested that the remuneration be set as a single column point increment increase above the contracted NJC Column Point of the authorised individual.

In order to enact SO31 (ii) and to provide for the efficient and effective administration of Godalming Town Council, Members are requested to:

- 1. Nominate an employee for Full Council to consider for authorising to undertake the duties of the Proper Officer of the Council in the absence of the Town Clerk.
- To recommend to Full Council that the remuneration associated with the authorisation be set as a single column point increment increase above the contracted NJC Column Point of the authorised individual, and that the associated remuneration ceases at the expiry of the authorisation.
- 3. If approved by Full Council, to authorise the Town Clerk to offer the nominated employee amended particulars of employment to reflect the additional responsibility.

## 9. MAINTENANCE OPERATIVES

At its meeting of 22 May 2019, the Policy & Management Committee resolved:

- 1. To engage a directly employed Outside Works & Maintenance Services Team as set out in this report with the additional requirement that initial recruitment of the two posts should be on the basis of a maximum two year fixed term contract so as to enable the Council to review after 18 months whether the anticipated benefits of these new arrangements have been realised and decide whether the arrangements should be confirmed, amended or abandoned.
- 2. That the Staffing Committee should approve the job descriptions, person specification and particulars of employment.
- 3. That the Town Clerk is to conduct the recruitment process.

In order to implement the decisions of the P&M Committee, Members are requested to consider the Job Specifications and Particulars of Employment for the roles (attached for the information of Members), and if agreed to approve those documents for use in the recruitment to the positions. Members are asked to note that the Council's HR Advisers were engaged during the drafting of the documents.

Additionally, Members are requested to consider proposed amendments to the Particulars of Employment of the Facilities Supervisor's position (attached for the information of Members) to reflect the changes required to manage the Maintenance Operatives' roles.

On approval of the Job Specification and particulars of Employment, the Town Clerk will undertake a recruitment process with the Facilities Supervisor and Chair of the Committee.

On successful recruitment to the positions, it is recommended that the Staffing Committee's work programme is updated to require a review of the effectiveness of the roles after 14 months of operation.

# 10. REVIEW OF DOCUMENTATION

## Leave Policy

Members are requested to consider the Leave Policy adopted July 2018 (attached for the information of Members) and if appropriate recommend amendments.

# Absence & Sick Pay Policy

Members are requested to consider the Absence & Sick Pay Policy adopted July 2018 (attached for the information of Members) and if appropriate recommend amendments.

# 11. COMMUNICATIONS ARISING FROM THIS MEETING

Members to identify which matters (if any), discussed at this meeting, are to be publicised.

# 12. DATE OF NEXT MEETING

The next meeting of the Staffing Committee is scheduled to be held on Thursday, 12 September 2019 at 7.00 pm in the Council Chamber.

# 13. ANNOUNCEMENTS

Brought forward by permission of the Chair. Requests to be submitted prior to commencement of the meeting.

# 6. <u>STAFFING COMMITTEE – WORK PROGRAMME – 4 JULY 2019</u>

TASK	PROGRESS	LAST REVIEW DATE	PRIORITY FOR REVIEW
Members Training	Identify Member training requirements for Staff appraisal		1
TC Quarterly meeting	Chair of Staffing & Leader of Council to hold quarterly meeting with TC		2
Staff Meeting	Chair of Staffing & Leader of the Council to attend staff meeting		3
Set Date for Staff Appraisals	Chair of Staffing & P&M to conduct TC annual appraisal		4

POLICY REVIEWS	DATE ADOPTED	REVIEW DATE
Appraisal Scheme	20 July 2017	28 March 2019
Absence & Sick Pay Policy and Procedure	19 July 2018	4 July 2019
Leave Policy	19 July 2018	4 July 2019
Disciplinary Procedure	19 July 2018	12 September 2019
Grievance Procedure	19 July 2018	12 September 2019
Employee Code of Conduct	13 September 2018	7 November 2019
Dignity at Work Policy	13 September 2018	7 November 2019

Fire Safety Precautions and Emergency Procedures	15 November 2018	30 January 2020
First Aid Policy	15 November 2018	30 January 2020
Lone Working Policy	15 November 2018	30 January 2020
Code of Conduct – IT Facilities	22 March 2018	30 January 2020
Social Media Policy	22 March 2018	30 January 2020
DBS Data Handling Policy	15 November 2018	September 2020
Recruitment of Ex-Offenders Policy	15 November 2018	November 2020
Recruitment of Ex-Offenders Policy Statement	15 November 2018	November 2020

# **GODALMING TOWN COUNCIL - STAFF ABSENCE REPORT APRIL 2019 TO JUNE 2020**

	APRIL	MAY	JUNE	CUMULATIVE	2018/19	2017/18	2016/17
	Hours	Hours	Hours	Hours			
Available Working Hours	888.0	851.0	790.8	2,529.8	10,865.6	9,005.6	10,116.6
Annual Leave Taken	22.2	49.0	173.9	245.1	1,338.8	873.6	1,056.6
Sick Leave Taken	-	-	-	-	67.5	106.6	33.3
Other Authorised Absence	4.7	-	-	4.7	4.0	2.0	17.2
Net working hours	861.1	802.0	616.9	2,280.0	9,455.3	8,023.4	9,009.5
Net working hours as % of available hours	97%	94%	78%	90%	87%	89%	89%
Sick Leave as a % of Available Hours	0.0%	0.0%	0.0%	0.0%	0.6%	1.2%	0.3%
Annual Leave taken as a % of Total Annual Leave	2%	4%	13%	18%	93%	83%	84%
Notes:							
Annual Leave 2019/20 - Full Year				1288.8	1266.6	930.2	1051.6
Annual Leave b/f from 2018/19				64.4	168.6	118.6	199.8
Total Annual Leave Available - Full Year			•	1353.2	1435.2	1048.8	1251.4

All figures are expressed in hours

# **GODALMING TOWN COUNCIL - STAFF TOIL REPORT APRIL 2019 TO JUNE 2019**

	APRIL Hours	MAY Hours	JUNE Hours	CUMULATIVE Hours
On anima TOIL Delegan				Hours
Opening TOIL Balance	31.0	39.2	75.0	
Accumulated	22.2	62.2	-	84.3
Taken	14.0	26.3	15.0	55.3
Closing TOIL Balance	39.2	75.0	3.0	
Festivals	-	-	-	-
Council Meetings	6.3	9.0	-	15.3
Parish Meetings	8.3	6.5	-	14.8
Other Evening Meetings	-	12.5	-	12.5
Civic Events	5.2	3.0	-	8.2
Other	2.0	30.5	-	32.5
	22.2	62.2	-	84.3

Notes:

April - Annual Town Meeting

May - Local Elections, Induction Evening, Mayor Making

SC 04.07.19 Agenda Item 7



# **JOB DESCRIPTION**

Job Title: Buildings Maintenance Operative

**Location:** Eashing Cemetery, Franklyn Road, Godalming, Surrey, GU7 2LD and

other Godalming Town Council Properties located within Godalming

**Reports To**: Facilities Supervisor

Hours of Work: 37 hours per week

Monday – Thursday 8.00am – 4.30pm Friday 8.00am – 4.00pm (Some flexibility in hours is required)

## 1. Principal Responsibilities

Working with the Grounds Maintenance Operative, to be responsible for the day-to-day maintenance of Godalming Town Council's buildings and property, including aspects of properties, structures and equipment within the public realm, owned or managed by Godalming Town Council and to assist with grounds maintenance at the cemeteries, allotments and other community open-spaces within Godalming.

## 2. Principal Accountabilities

#### 2.1. Properties

The general maintenance and upkeep of all GTC/JBC owned or managed facilities including the Wilfrid Noyce Centre, Broadwater Park Community Centre, The Pepperpot, Godalming Museum, The Bandstand, JBC buildings, and property within the public realm such as benches and bus shelters.

- Working to a planned maintenance schedule, provide general maintenance to all council buildings and property, advising the Facilities Supervisor on identified potential problems in achieving the scheduled works;
- litter clearance at GTC sites:
- report all incidents of vandalism/damage to GTC property or other property within the public realm to the Facilities Supervisor;
- decorating of interior and exterior of Town Council/JBC buildings; and
- upkeep of the Cemetery Lodges as required.

# 2.2. Events

- Provide support with the setting up, clearance and operation of events managed by or for Godalming Town Council, to include, Remembrance Parade, Staycation events, Street Festivals and Firework celebrations; and
- provide support to GTC partnership events including the Godalming Run, Godalming Town Show and St Johns Spring Fair.

# 2.3. Other Responsibilities

- Key holder cover for alarms and other incidents at GTC properties on cascade call-out;
- provide cover as required for Sexton duties at the JBC cemeteries during absence of the Grounds Maintenance Operative, including the marking of graves to be dug and attending at interments:
- to advise the Facilities Supervisor of specific equipment requirements to undertake required tasks;
- ensure Council owned power tools and other equipment are properly maintained for safe operation;
- maintain relevant information including equipment inventories and maintenance records of Council owned power tools and other equipment including plant equipment as required by the Facilities Supervisor;
- to support other staff members in the production of risk assessments in support of GTC activities; and
- any other such duties as could reasonably be expected as directed by the Line Manager or Town Clerk.

# 2.4. Other Responsibilities in Conjunction with the Grounds Maintenance Operative where appropriate

- Occasional caretaker duties cover at Wilfrid Noyce Centre during permanent caretaking staff leave periods;
- assisting the repair and maintenance of signage, fences, railings, gates, drains, culverts and water channels around all sites;
- assist with memorial inspections, including record keeping and where appropriate basic repairs/make safe actions;
- assist with the installation, upkeep, watering and removal of floral Godalming displays;
- assist with general grass cutting and vegetation management around GTC properties and other areas agreed with external authorities including Waverley Borough Council and Surrey County Council;
- assisting with the setting up and clearance of events (including setting out and removal of stage and tiered seating) to be held at Council properties;
- maintain Council workshop facilities in a safe, clean manner;
- undertake basic repairs to Council owned equipment; and
- ensure Council owned vehicles are in a safe, roadworthy, clean and presentable condition, ensuring all service and maintenance, including MOT inspections, are in date prior to use of the vehicles.

# 3. General Health & Safety

While at work, all staff are required to:-

- take care of their own health and safety and that of others who may be affected by their acts and omissions; and
- Observe GTC/JBC policies and procedures for health and safety.
  - ensure, so far as is reasonably practical, the health, safety and well-being of staff and others who may be affected by GTC/JBC activities; and
  - be familiar and comply with GTC/JBC policies and procedures for health and safety.

# 4. Knowledge, Skill and Experience

- The post holder will be required to actively seek to acquire, update and maintain the necessary professional knowledge and skills required for the efficient delivery of their work; and
- to attend training courses covering use of equipment and the work and role of the Buildings Maintenance Operative as required by GTC/JBC.

# 5. Additional Information

- Tasks are largely generated by work schedules (including the Council's adopted annual action plan), using own initiative or delegated by the Facilities Supervisor or Town Clerk.
- Post holder duties may include travel within the Town/Borough/County. Where transport is not provided, travel allowance will be paid in accordance with the HMRC approved rates.
- Some evening and weekend working will be required to attend events and activities including Spring Festival, Christmas Festival & Lights Switch on events, Godalming Run, Staycation Events and Remembrance Sunday and other events supported by the Town Council.

**NB.** This job description is <u>non-contractual</u> and is a statement of the job content agreed at the time of advertising. It should not be seen as precluding future changes.

# **PERSON SPECIFICATION**

Job Title: Buildings Maintenance Operative

**Reporting to:** Facilities Supervisor

# Work Experience & Knowledge

Whether experience and knowledge is essential or desirable is indicated after each one.

- Awareness of Health & Safety legislation and its application in the workplace (essential)
- Experience of carrying out basic maintenance work and repairs to building fabric, the ability to use the associated tools and equipment. (essential)
- Computer Literate in basic level Microsoft office including Excel, Word (essential)
- Full clean driving licence (essential)

#### Skills and Abilities

Whether experience and knowledge is essential or desirable is indicated after each one.

# Managing People

- Ability to relate to people at all levels (essential)
- Ability to minimise conflict (essential)

## Communication

- Good communication skills (essential)
- Ability to organise and present accurate information (essential)

# Organisation

Ability to keep timely and accurate records (essential)

#### Personal Attributes

- Ability to identify and respond to unexpected events and opportunities (essential)
- Ability to work within a small team (essential)
- Be able to follow straightforward oral and written instructions (essential)
- Ability to take responsibility for own professional development (desirable)
- Active with good levels of fitness
- Able to move equipment and handle 'loads'

Please state on the application form how you meet the criteria in the job specification and person specification.

# **ADDITIONAL INFORMATION**

# **Buildings Maintenance Operative**

#### The Post

Godalming Town Council runs two Community Centres (Broadwater Park Community Centre and the Wilfrid Noyce Centre), a Georgian Meeting Hall (the Old Town Hall, known as The Pepperpot), Godalming Bandstand, the public toilet facilities in Godalming and Farncombe and has responsibility for the Godalming Museum building. The Council also owns 12 acres of allotment land at various sites throughout the town although only two small sites are managed directly by the Council – the majority are leased to a local allotment association. On behalf of the Godalming Joint Burial Committee the Council manages two cemeteries – Nightingale Cemetery and Eashing Cemetery and two Lodge Houses which are privately rented.

This post, where necessary or required will be working with the Grounds Maintenance Operative, is for the general maintenance and upkeep of all the above facilities,

Godalming Town Council is a small organisation and this post will be one of a close-knit team (consisting of 10 posts - 8.5 full-time equivalents) based at the Town Council offices, Godalming Museum and Eashing Cemetery (see the attached organisation chart).

#### **Terms and Conditions**

Terms and conditions of employment are as set out in the National Agreement on Pay and Conditions of Service of the National Joint Council (NJC) for Local Government Services, a copy of which is available to be read at the Town Council offices.

This appointment is initially for a fixed term 23 month contract.

#### Place of Work

The post holder will primarily be based at Eashing Cemetery, Franklyn Road, Godalming, GU7 2LD, but will also be required to work at other Town Council facilities within Godalming and Farncombe.

## Salary & Hours of Work

The starting salary for this post is £24,313. The salary grade for this post is based on NJC pay scales (spinal column points 18) and is calculated on a standard working week for local government staff, which is currently 37 hours.

Additional hours worked in support of evening or weekend events will be recompensed by time off in lieu to be taken as soon as reasonably practicable after the event.

All Godalming Town Council staff are paid monthly by BACS payment on the twenty-fifth day of each month.



#### Supporting Our Community

# **JOB DESCRIPTION**

**Job Title:** Grounds Maintenance Operative

**Location:** Eashing Cemetery, Franklyn Road, Godalming, Surrey, GU7 2LD and other

Godalming Town Council Properties located within Godalming

**Reports To**: Facilities Supervisor

Hours of Work: 37 hours per week

Monday – Thursday 8.00am – 4.30pm Friday 8.00am – 4.00pm (Some flexibility in hours is required)

# 1. Principal Responsibilities

Working with the Buildings Maintenance Operative, to be responsible for the day-to-day maintenance of cemeteries, allotments, community open-spaces and aspects of buildings, other property and the Public Realm owned or managed by Godalming Town Council.

# 2. Principal Accountabilities

# **Cemeteries (Eashing & Nightingale)**

- Working to a planned grounds maintenance schedule, advising the Facilities Supervisor on identified potential problems in achieving the scheduled works;
- litter clearance, to include unkempt floral tributes;
- liaise with external grounds contractors for safe operations of works, management of funerals and any identified areas of concern within the cemeteries;
- report all incidents of vandalism/damage within the cemeteries and or other Council property or land to the Facilities Supervisor;
- general maintenance to the cemetery grounds of areas not covered within the external gardening contracts;
- upkeep of the Cemetery Lodge gardens as required;
- repair and maintenance of signage, fences, railings, gates, drains, culverts and water channels around all sites;
- memorial inspections, including record keeping and where appropriate basic repairs/make safe actions;
- undertake the sexton function with regard to interments at the JBC cemeteries, marking graves to be dug and attending at the interment; and
- levelling or backfilling graves as required to maintain the visual appearance of the cemeteries.

# **Public Realm & Public Events**

- Assist with the maintenance and upkeep of all GTC/JBC owned facilities to include:
  - the installation, upkeep, watering and removal of Floral Godalming displays;
  - general grass cutting and vegetation management around GTC properties and other areas agreed with external authorities including Waverley Borough Council and Surrey County Council; and

- inspection and general maintenance of the flood defence walls.
- provide support with the setting up, clearance and operation of events manage by or for Godalming Town Council, to include, Remembrance Parade, Staycation events, Street Festivals and Firework celebrations; and
- provide support to GTC partnership events including the Godalming Run, Godalming Town Show and St Johns Spring Fair.

# Other Responsibilities

- Key holder cover for alarms and other incidents at GTC properties on cascade call-out;
- to advise the Facilities Supervisor of specific equipment requirements to undertake occasional tasks:
- ensure Council owned power tools and other equipment are properly maintained for safe operation;
- maintain relevant information including equipment inventories and maintenance records of Council owned power tools and other equipment including plant equipment as required by the Facilities Supervisor;
- to support other staff members in the production of risk assessments in support of GTC activities; and
- any other such duties as could reasonably be expected as directed by the Line Manager or Town Clerk.

# Other Responsibilities in Conjunction with the Buildings Maintenance Operative where appropriate

- Occasional caretaker duties cover at Wilfrid Noyce Centre during permanent caretaking staff leave periods;
- assisting with the setting up and clearance of events (including setting out and removal of stage and tiered seating) to be held at Council properties;
- assisting with the decorating of interior and exterior of Town Council/JBC buildings;
- maintain Council workshop facilities in a safe, clean manner;
- undertake basic repairs to Council owned equipment; and
- ensure Council owned vehicles are in a safe, roadworthy, clean and presentable condition, ensuring all service and maintenance, including MOT inspections, are in date prior to use of the vehicles.

# 3. General Health & Safety

While at work, all staff are required to:-

- take care of their own health and safety and that of others who may be affected by their acts and omissions: and
- observe GTC/JBC policies and procedures for health and safety:
  - ensure, so far as is reasonably practical, the health, safety and well-being of staff and others who may be affected by GTC/JBC activities; and
  - be familiar and comply with GTC/JBC policies and procedures for health and safety.

# 4. Knowledge, Skill and Experience

- The post holder will be required to actively seek to acquire, update and maintain the necessary professional knowledge and skills required for the efficient delivery of their work; and
- to attend training courses equipment use and the work and role of the outside Works Grounds Maintenance Operative as required by GTC/JBC.

# 5. Additional Information

 Tasks are largely generated by work schedules (including the Council's adopted annual Action Plan), using own initiative or delegated by the Facilities Supervisor or Town Clerk;

- post holder duties may include travel within the Town/Borough/County (where transport is not provided, travel allowance will be paid in accordance with the HMRC approved rates); and
- some evening and weekend working will be required to attend events and activities including Spring Festival, Christmas Festival & Lights Switch on events, Godalming Run, Staycation Events and Remembrance Sunday and other events supported by the Town Council.

NB. This job description is <u>non-contractual</u> and is a statement of the job content agreed at the time of advertising. It should not be seen as precluding future changes.

# **PERSON SPECIFICATION**

Job Title: Grounds Maintenance Operative

Reporting to: Facilities Supervisor

## Work Experience & Knowledge

Whether experience and knowledge is essential or desirable is indicated after each one.

- Awareness of Health & Safety legislation and its application in the workplace (essential)
- Experience of carrying out basic grounds maintenance work including grass mowing, hedge trimming, strimming, planting and fencing and the ability to use the associated tools and equipment. (essential)
- Computer Literate in basic level Microsoft office including Excel, Word (essential)
- Full clean driving licence (essential)

#### Skills and Abilities

Whether experience and knowledge is essential or desirable is indicated after each one.

# Managing People

- Ability to relate to people at all levels (essential)
- Ability to minimise conflict (essential)

#### Communication

- Good communication skills (essential)
- Ability to organise and present accurate information (essential)

#### Organisation

Ablity to keep timely and accurate records (essential)

# Personal Attributes

- Ability to identify and respond to unexpected events and opportunities (essential)
- Ability to work within a small team (essential)
- Be able to follow straightforward oral and written instructions (essential)
- Ability to take responsibility for own professional development (desirable)
- Active with good levels of fitness
- Able to move equipment and handle 'loads'

Please state on the application form how you meet the criteria in the job specification and person specification.

# **ADDITIONAL INFORMATION**

# **Grounds Maintenance Operative**

## The Post

Godalming Town Council runs two Community Centres (Broadwater Park Community Centre and the Wilfrid Noyce Centre), a Georgian Meeting Hall (the Old Town Hall, known as The Pepperpot), Godalming Bandstand, the public toilet facilities in Godalming and Farncombe and has responsibility for the Godalming Museum building. The Council also owns 12 acres of allotment land at various sites throughout the town although only two small sites are managed directly by the Council – the majority are leased to a local allotment association. On behalf of the Godalming Joint Burial Committee the Council manages two cemeteries – Nightingale Cemetery and Eashing Cemetery and two Lodge houses which are privately rented.

This post, where necessary or required working with the Outside Works Buildings Maintenance Operative, is for the general maintenance and upkeep of the grounds at all the above facilities.

Godalming Town Council is a small organisation and this post will be one of a close-knit team (consisting of 10 posts - 8.5 full-time equivalents) based at the Town Council offices, Godalming Museum and Eashing Cemetery (see the attached organisation chart).

#### **Terms and Conditions**

Terms and conditions of employment are as set out in the National Agreement on Pay and Conditions of Service of the National Joint Council (NJC) for Local Government Services, a copy of which is available to be read at the Town Council offices.

This appointment is initially for a fixed term 23 month contract.

# **Place of Work**

The post holder will primarily be based at Eashing Cemetery, Franklyn Road, Godalming, GU7 2LD, but will also be required to work at other Town Council facilities within Godalming and Farncombe.

## Salary & Hours of Work

The starting salary for this post is £24,313. The salary grade for this post is based on NJC pay scales (spinal column points 18) and is calculated on a standard working week for local government staff, which is currently 37 hours.

Additional hours worked in support of evening or weekend events will be recompensed by time off in lieu to be taken as soon as reasonably practicable after the event.

All Godalming Town Council staff are paid monthly by BACS payment on the twenty-fifth day of each month.



# Contract of Employment and Statement of Particulars of Employment

NAME OF EMPLOYER: Godalming Town Council

referred to as "The Council"

NAME OF EMPLOYEE: TBC

DATE ON WHICH PARTICULARS GIVEN: TBC

DATE OF COMMENCEMENT OF THIS EMPLOYMENT TBC

(Commencement of this contract)

CONTINUOUS SERVICE DATE FOR STATUTORY PURPOSES
EXCLUDING REDUNDANCY PAY ENTITLEMENT:
TBC

(i.e. previous continuous service with public authority, which the Redundancy Payments (Continuity of Employment in Local Government etc.) (Modification) Order 1999 applies and subject to confirmation where date is provided by the employee)

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

This agreement incorporates the provisions contained in the letter dated [date of offer letter] from the Council offering you the role of Grounds Maintenance Operative.

The Council reserves the right (to be exercised reasonably) to amend the terms of this agreement.

## 1. DURATION OF EMPLOYMENT

Your employment shall continue, subject to the remaining terms of this agreement, until it terminates on [Date] without the need for notice unless previously terminated by either party giving required notice in writing as defined in the Notice and Obligations on Termination Clause below.

Your employment may also be terminated at any time without notice (or payment in lieu of notice if you commit a serious breach of your obligations as an employee, or if you cease to be entitled to work in the United Kingdom.

#### 2. JOB TITLE

You are employed in the service of this Council and your appointment is to the post of Grounds Maintenance Operative.

# 3. DUTIES

Your duties will initially be as set out in the job description for the role. Any job description provided to you by the Council will not form part of your contract of employment unless specified otherwise.

The list of duties in the job description is not to be regarded as exclusive or exhaustive.

There will be other duties and requirements associated with your job and, in addition, as a term of your employment you may be required to undertake various other duties as may be required of you.

## 4. PLACE OF WORK

Your usual place of work will be: **Eashing Cemetery, Franklyn Road, Godalming, Surrey, GU7 2LD**, or other such place within a reasonable travelling distance which the Town Council may reasonably require for the proper performance and exercise of your duties.

During your employment with the Council you agree to travel on the Council's business (within the United Kingdom) as may be required for the proper performance of your duties under this contract.

#### 5. PROBATIONARY PERIOD

The first 6 months of your employment will be a probationary period. During the probationary period, your performance and suitability for continued employment will be monitored. The Council may, at its discretion, extend the probationary period.

During your probationary period you may terminate your employment by giving one week's written notice. The Council may terminate your employment by giving you one week's written notice or payment in lieu of notice.

At the end of the probationary period you will be informed in writing if you have successfully completed your probationary period. Once the probationary period is successfully completed, you will be confirmed in your appointment.

#### 6. PAY

Your salary grade is based on NJC pay scales (spinal column point 18) and your salary is calculated on a standard working week for local government staff, which is currently 37 hours, your commencing salary is £24,313 per annum.

This is an inclusive rate of pay recognising the fact that some hours may be worked at unsocial hours.

Your salary will be reviewed by the Council annually on the anniversary of your commencement date, Thereafter your salary will be reviewed in April each year in line with the National Joint Council for Local Government Services pay structure. The Council is under no obligation to award an increase following a salary review. There will be no review of your salary after notice has been given by either party to terminate employment.

You are paid monthly on the twenty-fifth day of each month. Each instalment will include payment for the calendar month in which payment is made.

The Council reserves the right to change the date on which you are paid subject to giving you at least one month's notice.

Should it be necessary to calculate a day's pay, your current full time equivalent annual salary will be divided by 260

#### 7. DEDUCTION OF WAGES

For the purposes of the Employment Rights Act 1996, you authorise the Council to deduct from your salary any sums due to the Council including, without limitation, any over payment of salary; any advances or loans made to you by the Council; a day's or part day's pay for each day or part day of unauthorised absence. "Unauthorised absence" is failing to turn up for work at the appropriate time unless absence is due to; genuine sickness and this has been notified to the Council in accordance with this contract; leave for which prior permission has been granted; genuine reasons outside the employee's control which are acceptable to the Council. In the event of such sums being due to the Council on the termination of your employment, and if your final salary payment is insufficient to allow for the whole of any such deduction, you will be required to repay the outstanding amount due to the Council within one month of the date of the termination of your employment.

#### 8. TERMS AND CONDITIONS OF EMPLOYMENT

Your terms and conditions of employment, **except where specifically modified in this contract**, are as set out in the National Agreement of the National Joint Council for Local Government Services and the Society of Local Council Clerks, a copy of which is available at the Town Council Offices.

#### 9. HOURS OF WORK

Your normal hours of work are 37 per week to be worked:-

## Standard working hours

Monday - Thursday 08.00 – 16.30 with 60 minutes of unpaid break Friday 08.00 – 16.00 with 60 minutes of unpaid break

You are required to work such additional hours as necessary for the proper performance of vour duties.

Additional hours, in excess of your contractual hours will be recompensed in accordance with the Council's time off in lieu policy or in line with the NJC national agreement in relation to overtime pay, subject to being pre-authorised by the Town Clerk. The Council's Time Off in Lieu Policy is non-contractual and may, at the absolute discretion of the Employer, be withdrawn or amended at any time.

The Council reserves the right to amend the above hours as may be reasonably required subject to consultation with you.

No more than 48 hours a week can be worked without specific authority from the Town Clerk or a current form signed by the employee effectively opting out of the working hours provisions of the Working Time Regulations.

# 10. DECLARATION OF OTHER EMPLOYMENT

You should not undertake other employment without the Council's written consent, such other employment must not conflict with your employment with the Council, including in relation to your availability for contracted hours. Depending on your total working hours, you may be asked to 'opt-out' of the Working Time Regulations (1998).

Consent for other employment will not be unreasonably withheld.

## 11. CONTINUOUS AND PREVIOUS SERVICE

Your period of continuous service for statutory rights dates from the above continuous service date.

If you have previous continuous service with an organisation covered by the Redundancy Payments (Continuity of Employment in Local Government etc.) (Modification) Order 1999 this will be included in calculating your entitlement to:

- A redundancy payment
- Sickness allowance
- Annual leave
- Notice period

#### 12. SICKNESS ABSENCE AND SICK PAY POLICY & PROCEDURE

A copy of the Council's Sickness Absence & Sick Pay Policy and Procedure is contained in the Staff Handbook, is available on the Council's website and is also available from the Town Clerk. This policy and procedure is non-contractual.

If you are absent from work due to sickness or injury, and you have complied with the Council's Sickness Absence and Sick Pay Policy and Procedure, the Council will pay you any Statutory Sick Pay (SSP) provided you are eligible and Occupational Sick Pay as per the following table. Occupational Sick Pay is inclusive of SSP and payable in accordance with the Council's Sickness Absence and Sick Pay Policy and Procedure.

SSP and occupational sick pay are subject to the usual deduction for PAYE, National Insurance, pension contributions etc.

Continuous Service	<u>Full Pay</u>	Half Pay	
Less than 4 Months	1 Month	SSP	
During 1st Year (after 4 months)	1 Month	2 Months	
During 2 <sup>nd</sup> Year	2 Months	2 Months	
During 3 <sup>rd</sup> Year	4 Months	4 Months	
During 4 <sup>th</sup> and 5 <sup>th</sup> Years	5 Months	5 Months	
After 5 years' service	6 Months	6 Months	

## 13. ANNUAL LEAVE ENTITLEMENT

Your current leave entitlement is 20 days per annum (rising to 25 days over 5 years at a rate of 1 day for each completed 12 months of continuous Local Government service up to a maximum of 25 days annual leave entitlement per annum) plus two extra statutory days and public holidays.

The leave year is from the 1 April to 31 March each year and leave accrues on a daily basis.

Leave is to be taken in accordance with the Council's leave policy. You may not, without written permission from the Town Clerk, take annual leave at the same time as the Buildings Maintenance Operative, except during the Council's closedown period between Christmas and New Year.

A maximum of 5 days may, in exceptional circumstances, be carried forward from one year to the next with prior written permission from the Town Clerk.

You will be required to use the two statutory days and up to 1 day of your annual leave entitlement for the Council's closedown period between Christmas and New Year. You will be advised of the precise details on an annual basis.

During your first year and last year of service you will be entitled to annual leave proportionate to the number of completed days of service.

## 14. NOTICE AND OBLIGATIONS ON TERMINATION

The minimum periods of notice you are entitled to **receive from** the Council are:

Following your probationary period, but less than four years' continuous service	4 Weeks
Four years or more, but less than 12 years' continuous service	Week for each year of continuous employment
12 years or more continuous service	Not less than 12 weeks' notice

In this clause, continuous service refers to service from your continuous service date for statutory purposes.

The minimum period of notice you are required to **give to** the Council to end your employment following your probationary period is one month.

A failure to give the required written notice will entitle the Council to withhold payments of amounts due under your contract, but not paid. Any monies owing to the Council will be deducted from your final salary.

During the period of notice, the Council may require that you shall not work nor enter Council's premises but hold yourself available to do so.

The Council reserves the right to pay you in lieu of notice where this is deemed appropriate by the Council. Otherwise the employee has no right to receive a payment in lieu of notice.

The payment in lieu will be equal to the basic salary at the time of termination less tax and NI contributions. The payment in lieu shall not include any of the following that might otherwise been due for the period in which the payment in lieu is made: any bonus or commission; any payment in respect of benefits; and any payment in respect of holiday entitlement that would have accrued. The Council may make a payment in lieu of salary in equal monthly instalments until the date on which the notice period would have expired if notice had been given.

The Council may terminate your contract without notice or payment in lieu of notice in cases of:

- i. gross misconduct;
- ii. committing a serious or repeated breach of this agreement;
- iii. not following reasonable and lawful instructions;
- iv. being grossly incompetent or negligent;
- v. ceasing to hold a professional qualification required by your position;
- vi. ceasing to be eligible to work in the UK;

- vii. being guilty of fraud or dishonesty which brings or is likely to bring you or the Council into disrepute or affects the interests of the Council materially in an adverse manner:
- viii. being in breach of the Council's Code of Conduct; and
- ix. by mutual agreement.

The above list is not exhaustive.

The ending of your employment will not affect any rights the Council has against you arising from any breach of this agreement which occurred before or after the employment ended.

On termination of your contract with the Council, you will:

- immediately return all property and information belonging to the Council in your possession or under your control to the Council, 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 the Council which is in your control outside the Council's premises; and
- 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 the Council may request.

#### 15. PENSION

You are entitled to become a "pensionable employee" by joining the Local Government Pension Scheme and will automatically be admitted to the scheme unless you opt out in writing. This scheme is a contracted out scheme under the Social Security Pensions Act 1975, and is operated for this Authority by Surrey County Council. Details of the scheme and an application form are enclosed.

## 16. VEHICLE ALLOWANCES AND COUNCIL PROVIDED VEHICLES

Subject to you holding and continuing to hold a current, full driving licence, the Council will provide you with an appropriate vehicle for use in the performance in your duties. Other than travel between home and work, Council vehicles are not to be used for private use.

The expense of taxing, insuring, repairing, maintaining and in so far as attributable to the use of the vehicle for the purposes of the Council running the motor car, including any congestion charge incurred, shall be borne by the Council save that the employee will indemnify the Council in respect of all fines, penalties, parking tickets or other expenses incurred by the employee through the unlawful use of the vehicle.

The employee shall ensure that the vehicle is in the state and condition to be driven on the road as required by law and will report any concerns to the Clerk.

Certain jobs within the Council require the job-holder to be able to drive company vehicles. Your job of Grounds Maintenance Operative falls into this category, and it is therefore a condition of your employment that you hold, and continue to hold, a current driving licence. In the event that you lose your driving licence or the endorsement of penalty points upon your licence invalidates your acceptance as a driver on the Council's motor insurance policy, the Council reserves the right to terminate your employment. It is also a condition of your employment that any driving offence or endorsement on your driving licence must be reported to the Council within one week of its occurrence.

When, for the efficient performance of your duties, you require the use of a motor vehicle, other than a vehicle provided by the Council, you will be eligible to receive reimbursement for the use of your private car for all business mileage in accordance with the National Joint

Council for Local Government Services' Scheme and the dispensation agreement with HMRC.

Your private car must be insured for business purposes and, where required have a valid MOT certificate, before it is to be used for official duties. The council reserves the right to require you to produce your certificate of insurance and vehicle MOT.

The driving of Council owned vehicles whilst under the influence of alcohol or drugs, or the driving of any vehicle during the performance of your duties or during working time whilst under the influence of alcohol or drugs, is likely to constitute gross misconduct and may result in summary dismissal.

#### 17. **INSURANCE**

## **Personal Accident and Assault**

As a responsible employer the Council is required to manage the risk to its employees of personal accident or assault whilst performing their duties. The Council will therefore insure you against death or permanent disablement arising from and in the course of your duties.

## 18. CODE OF CONDUCT AND OTHER COUNCIL POLICIES AND PROCEDURES

You agree to comply with Godalming Town Council's Policies and Procedures including the Employee Code of Conduct (copies contained within the Staff Handbook, on the Council's website or from the Town Clerk). Any breach of the Council's Policies and Procedures including the Code of Conduct will be dealt with in accordance with the Godalming Town Council Disciplinary Procedure, (copy contained within the Staff Handbook, on the Council's website or from the Town Clerk).

As an employee of Godalming Town Council you will be expected to administer and comply with all lawful policies and procedures of the Council.

#### 19. GRIEVANCE PROCEDURE

If you have a grievance relating to your employment, you should raise this with your line manager in the first instance (or their manager where the grievance relates to your supervisor). The full Godalming Town Council Grievance Procedure is contained within the Staff Handbook, is published on the Council's website and is also available from the Town Clerk or Support Services Officer. The procedure is for guidance only and does not form part of the contract of employment and may be amended from time to time.

# 20. DISCIPLINARY PROCEDURES

You are subject to the Council's disciplinary procedure and rules which are contained within the Staff Handbook, are published on the Council's website and are also available from the Town Clerk. If you wish to appeal against a disciplinary decision you should do so in accordance with the disciplinary procedure. 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 disciplinary procedure does not apply during the probationary period.

The list of rules is not to be regarded as exclusive or exhaustive. The Council has the right at its discretion to add to, amend or delete disciplinary rules. Any breach of disciplinary rules will render you liable to disciplinary action.

## 21. EQUAL OPPORTUNITY STATEMENT

Godalming Town Council recognises that everyone is different. The Council welcomes this diversity, and wants to help every individual meet their full potential. The Council aims to

treat the people it serves or employs fairly, consistently and with respect; it also expects its councillors, employees, contractors and service users to treat each other in the same way.

The Council will make every effort to ensure that no-one who is entitled to a service from the Council receives less favourable treatment on grounds of any irrelevant consideration, actual or perceived, including but not limited to: age; disability; gender reassignment; marriage and civil partnership; pregnancy and maternity; race; religion or belief; sex or sexual orientation. The same applies to Council employees and job applicants.

The Council will resist and challenge discrimination by anyone and will take appropriate action if it occurs. All complaints about discrimination will be taken seriously, and complainants will not be victimised. It is expected that complaints will emerge through the complaints procedure or the grievance procedure but all complaints about discrimination will be recognised however they arise.

#### 22. HEALTH AND SAFETY

You are expected to familiarise yourself with Godalming Town Council's Health & Safety Policy (copy contained within the Staff Handbook, on the Council's website or from the Town Clerk) and to ensure that you comply with the provisions of that policy as required and to attend Health and Safety training which will be provided.

In summary, the policy states that it is the intention of the Council to seek to provide safe and healthy working conditions for all staff, but each individual employee has a responsibility for achieving these conditions. Health and Safety at Work legislation places certain duties on all employees, these include the following:

- employees must be conscious of the health and safety implications of their actions and/or omissions and take reasonable care for the health and safety of themselves and others;
- ii. employees must ensure that health and safety equipment is not interfered with, and that any damage is immediately reported:
- iii. employees must co-operate with the Council to enable a duty or requirement imposed under health and safety legislation to be performed or complied with; and
- iv. employees must use all equipment in accordance with their training and operating instructions and must inform their line manager if they become aware of any danger or shortcoming in protection arrangements for health and safety.

The Council operates a no smoking policy within all premises and anywhere in our workplace. This includes e-cigarettes and pipes.

Further information about your Health and Safety responsibilities can be obtained from the Staff Handbook. 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

You acknowledge that in the course of your employment you will have access to confidential information and you agree to accept the restrictions in this contract relating to confidential information.

You shall not use or disclose (and shall use your best endeavours to prevent the disclosure) to any third party either during or at any time after the period of your employment with the Council any documents, confidential facts or information relating to the business or affairs of the Council which come to your knowledge during such period, nor shall you make or keep any copies of documents or extracts therefrom. The following shall not apply: any

use or disclosure authorised by the Council or required by law; any information which is already in, or comes into, the public domain other than through the Council's unauthorised disclosure; or any protected disclosure.

You will not upon termination of your employment take with you or retain any records of any kind pertaining to the Council, its stakeholders, or members of the public, or any other information or any papers, charts, bulletins, reports, drawings, blueprints, or models of any kind or any copies or extracts therefrom. Any and all such items shall be deemed at all times to belong to the Council and shall be surrendered to the Council on demand. The Council shall be entitled to withhold any salary or other sum due to you until such time as any such demand is met to its satisfaction.

Confidential information refers to information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory device) relating to the Council, services, affairs and finances of the Council, and intellectual property including, without limitation, technical data and know-how relating to the business of the Council or Associated Council or any of their business contacts.

This obligation will continue after the termination of your contract unless and until any such information enters the public domain other than through any breach of this provision by you. If you are in any doubt as to whether any information is confidential or not, you should first seek clarification.

Where you are informed that particular confidential information as defined above may not be disclosed to anyone within the Council's other than certain other named employees, you shall ensure that you abide by such a requirement. In particular, you shall take all security precautions required by the Council or any third party that has contracted with the Council and may have imposed contractual restrictions on the Council and the employees within the Council's to whom the information may be disclosed. You should not make assumptions about sharing of confidential information with other employees. If in doubt, you should consult your Manager.

## 24. DATA PROTECTION

You are required at all times during your employment with the Council to comply with the provisions of Data Protection legislation in force at the time.

#### 25. MONITORING THE USE OF ELECTRONIC COMMUNICATIONS

The Council exercises the right to intercept emails and internet access under the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 for the following reasons:

- i. to investigate or detect the unauthorised use of the systems, e.g. that this policy is being observed, that no discriminatory or offensive content appears in emails, etc.:
- ii. to maintain an adequate level of security for our computer systems;
- iii. to detect any computer viruses; and
- iv. to check mailboxes of absent employees.

To exercise our right under the Regulations, the Council must have made all reasonable efforts to inform every person who may use the system that interception may take place. We believe that the communication of this policy to all employees meets this requirement.

## 26. CHANGE TO TERMS AND CONDITIONS OF EMPLOYMENT

This contract and any other contractual document referred to in it constitutes the entire agreement between you and the Council and supersedes and extinguishes all previous

agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

This contract may be altered by the Council in writing at any time subsequent to 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 Council's policies, rules and procedures as set out in the Staff Handbook and on its website, and referred to above will be notified to staff in writing with one month's notice.

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

Signed on behalf of the Council		
•	Town Clerk	
	Date	
Signed by the Employee		
	Date	



## JOB DESCRIPTION

Job Title: Facilities Supervisor

Location: Godalming Town Council, Municipal Buildings, Bridge Street, Godalming,

Surrey, GU7 1HT

Reports To: Town Clerk

Responsible for: Caretaker, Outside Works Grounds Maintenance Operative, Outside

Works Buildings Maintenance Operative.

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## 1. Principal Responsibilities

To be responsible for the day to day maintenance of cemeteries, allotments, community buildings, community centres, other community venues and aspects of the Public Realm.

# 2. Principal Accountabilities

#### 2.1. Facilities

- Ensure the effective, safe and efficient running of all Godalming Town Council (GTC) and Joint Burial Committee (JBC) buildings, Community Centres, allotments and other facilities.
- Responsible for management of the GTC community buildings and facilities. To include
  the daily operation and management of bookings processes/procedures and appropriate
  safety checks at: -
  - Broadwater Park Community Centre;
  - Wilfrid Noyce Community Centre; and
  - Pepperpot.
- To assist the Community Services & Communications Officer with the promotion and marketing of the GTC community buildings and facilities.

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- To liaise with the Responsible Finance Officer (RFO) to ensure timely invoicing for use of GTC Facilities.
- Responsible for the maintenance and upkeep of all GTC/JBC owned facilities to ensure that they meet the necessary legal requirements and health & safety standards to include:-
  - establishing a pre-planned maintenance regime that readily identifies potential problems and a mechanism by which these issues are reported and actioned;
  - ensuring that the appropriate safety checks are carried out at the GTC community
    buildings and facilities daily/weekly/monthly/quarterly/annually as required. Recording
    such inspections in the relevant safety management file at each location and that any
    defects or deficiencies are immediately rectified when within delegated authority as
    set out in the Council's Scheme of Delegation Policy or reported to line manager if
    outside of delegated authority. (as appropriate);
  - advising on required works;
  - drafting the necessary specifications and obtaining competitive quotes (in accordance with GTC Financial Regulations and Standing Orders);
  - assessing estimates from contractors and other third parties and advising the Council appropriately; and
  - managing and supervising agreed works.
- Manage the cleaning, waste disposal and security arrangements of all facilities.
- Undertake inspections as appropriate to ensure that the facilities and buildings are in a
  clean and satisfactory state. To administer the maintenance and inspection schedules for
  facilities and buildings and liaise with staff/contractors/ to ensure they are achieved.
- Manage the relevant budgets and, where required, raise invoices for goods and services supplied by JBC or liaise with RFO to raise GTC invoices;
- Where appropriate approve invoices for goods and services received by GTC ensuring that all financial & invoice processes/procedures adhere to GTC Financial Regulations and any statutory requirements;
- Manage the Community Centre facilities to ensure:-
  - bookings are effectively and efficiently fulfilled and all financial and other transactions are properly recorded; and

 appropriate access arrangements are in place and that safety checks are carried out to an agreed schedule.

#### 2.2. Cemeteries:

- Work with the Support Services Executive to ensure the keeping of accurate records of burials and memorials, issue relevant documents. To work with funeral directors and other stakeholders to ensure that burials are undertaken correctly and within the law, including the preparation of documents for legal transfer of the Exclusive Right of Burial.
   To arrange the undertaking of memorial testing and ensure records are kept and appropriate action taken.
- Act as Contract Manager for the cemetery grounds maintenance contract(s). To include:
  - drafting the necessary specifications and obtaining competitive quotes (in accordance with GTC/JBC Financial Regulations and Standing Orders);
  - assessing estimates from contractors and other third parties and advising the JBC appropriately; and
  - managing and supervising agreed works.
- Responsible for the management and administration of the JBC's landlord responsibilities to include liaison with letting agents as appropriate.
- Undertake-Ensure the sexton function are provided with regard to interments at the JBC cemeteries, marking graves to be dug and attending at the interment. This function can be managed by casual sextons undertaking the same functions as advised and instructed by the post holder.

## 2.3. Supervision of Others

- Supervising the work of other employees as their line manager in keeping with the
  policies of the council.
- To undertake all necessary activities in connection with the management of salaries, conditions of employment and work of other staff.

# 2.4. Other responsibilities

 Assist the RFO in the preparation and management of budgets and forecasts for the Facilities and cemeteries functions. Ensure future repair costs and forecasts meet budget criteria and are scheduled in accordance within agreed timescales.

- Instruct contractors to undertake agreed activities on behalf of GTC/JBC and to monitor their performance to ensure they are achieving the desired result.
- Act as Contract Manager of the contract to provide Christmas Lights for Godalming Town
  Centre and Farncombe Village, liaising with the Chamber of Commerce and other
  stakeholders to ensure that the lights are erected before any planned switch-on event and
  dismantling after Christmas.
- Attend civic functions as required. To attend and assist the Town Clerk and Parade Marshal (as required) with the Remembrance Parade and Service event.
- Provide support to GTC partnership events including the Godalming Run, Godalming Spring & Christmas Festival and Staycation.
- To support other staff members in the production of risk assessments in support of GTC activities.
- Any other such duties as could reasonably be expected as directed by the GTC/JBC.

#### 3. General health & safety

While at work, all staff are required to:-

- Take care of their own health and safety and that of others who may be affected by their acts and omissions; and
- Observe GTC/JBC policies and procedures for health and safety.
- In addition to the above as a line manager there is the responsibility to:-
  - Ensure, so far as is reasonably practical, the health, safety and well-being of staff and others who may be affected by GTC/JBC activities; and
  - Be familiar and comply with GTC/JBC policies and procedures for health and safety.

# 4. Knowledge, skill and experience

- The post holder will be required to actively seek to acquire, update and maintain the
  necessary professional knowledge and skills required for the efficient management of the
  affairs of GTC/JBC.
- To attend training courses, development sessions, local and national conferences on the work and role of the Facilities Supervisor as required by GTC/JBC.

#### 5. Additional information

- Work is largely self-generated, using own initiative or delegated by the Town Clerk.
- Post holder duties may include travel within the Town/Borough/County. Travel allowance will be paid in accordance with the HMRC approved rates.
- There is a requirement to attend some evening meetings of GTC/JBC and also some ancillary committee meetings that take place in the evenings.
- Some evening and weekend working will be required to attend events and activities
  including Spring Festival, Christmas Festival & Lights Switch on events, Godalming Run,
  Staycation Events and Remembrance Sunday and meeting with partners and other
  stakeholders.

NB. This job description is a statement of the job content agreed at the time of advertising. It should not be seen as precluding future changes.



# **LEAVE POLICY**

(To be read in conjunction with the Absence & Sick Pay Policy and Procedure)

<u>Policy Statement:</u> The aim of this policy is to outline the leave entitlement of an employee. The Policy aims to ensure fair, equitable and consistent treatment of staff and is based on The National Agreement on Pay and Conditions of Service of the National Joint Council ("the NJC") for Local Government Services ("the Green Book")

#### 1. Introduction:

The Council recognises that every individual, may, at some point, be challenged by unplanned and unexpected events or sudden 'life events' which can affect not only the individual's work but may also impact on other colleagues. The Council's Leave Policy provides a range of options to assist staff to meet these challenges, whilst ensuring the proper functioning of the Council's services.

## PART ONE - ANNUAL LEAVE ALLOWANCE

#### 2. Leave Year Guidelines:

- The Council's annual leave year runs from 1 April to 31 March.
- Annual leave should be planned over the year and not "saved" until the end of the financial year. Staff should give consideration to the operational needs of the Council prior to making an annual leave request. Every effort will be made to accommodate requests for annual leave.
- Requests for annual leave should be made in a timely manner with, under normal circumstances, a minimum of 3 days' notice for leave periods up to 5 days and 3 weeks' notice for periods over 5 days.
- In the normal course of events, requests for annual leave should be made no more than 12 months in advance of the planned leave. However, where a special event is being planned an exemption may be granted by the Town Clerk.
- Annual leave must be taken at times agreed with the employee's Line Manager. However, during peak operating periods or when planned major civic events are taking place, leave must also be authorised by the Town Clerk.
- The maximum single period of leave, under normal circumstances, will be two weeks. Requests for longer periods of leave will require the approval of the Staffing Committee. Such requests should be made in writing to the Town Clerk a minimum of 3 months prior to the requested leave to allow such requests to be put to the Staffing Committee (if exact dates are not known, the request should state an approximate range of dates).
- Employees are reminded not to pre-book any holiday prior to approved leave being granted.
- Any employee not having taken at least 18 days of their Annual Leave Allowance (ALA) by 31 January will be required to submit a leave plan which provides for a minimum of 28 paid leave days to have been taken by 31 March. (18 days ALA, 2 Statutory Days plus 8 Public Holidays = 28 Days) pro rata for part time employees.

- All annual leave should be taken within the current leave year. In exceptional circumstances, employees may be allowed to carry over a maximum of five days untaken annual leave into the following year. Staff must request prior approval of the Town Clerk no later than 31 January in order to carry over unused annual leave. The Town Clerk will require approval of the Chair of the Staffing Committee in order to carry over unused annual leave.
- Legitimate 'exceptional circumstances' could include:
  - Workload covering for other staff absences (other than normal annual leave) for more than 4 weeks:
  - Preparing for a successor or succession;
  - Undertaking additional duties (either temporarily or permanently) which the Staffing Committee, upon review, deem not to have been sufficiently resourced.
- Subject to the above, and the provisions of the Council's Absence & Sick Pay Policy and Procedure and Maternity/Paternity/Adoption/Shared Parental Leave Policies, any untaken leave will be lost and employees will not be entitled to pay in lieu of untaken annual leave.
- Except where allowed by Employment Rights Act 1996 (Time Off for Dependants) leave taken without the prior approval of the employee's Line Manager will be classified as unauthorised absence and may result in pay being withheld, and/or disciplinary action being taken.

# 3. Legal Requirement under the Working Time Amendment Regulations:

The Council's minimum leave allowances (21 days annual paid leave, 2 days extra statutory days plus 8 public holidays) exceeds the 28 days minimum annual leave required under the working time amendment regulations 2007. It is a statutory requirement that staff take a minimum of 28 days' paid annual leave each year. Employees are unable to carry forward holiday if this leaves them with less than 28 days leave in any year.

# 4. Public Holidays:

Employees shall, irrespective of length of service, be entitled to a holiday with a normal day's pay for each of the statutory and public holidays as they occur.

## 5. Annual Leave:

The minimum paid annual leave entitlement for a full-time employee is twenty-one days. Employees are entitled to a further four days per year, to be added to the next leave year, after five years of eligible continuous service (pro rata for part time employees). For the purposes of entitlements regarding Annual Leave, Occupational Sick Pay and the Occupational Maternity Scheme, continuous service will include continuous previous service with any public authority to which the Redundancy Payments (Continuity of Employment in Local Government etc.) (Modification) Order 1999 applies. Further guidance relating to the definition and calculation of eligible continuous service is detailed in 'The Green Book'.

# 6. Extra Statutory Holidays:

Employees shall have an entitlement to two extra statutory days holiday, these 'statutory days' are to be used during the Christmas to New Year closure period.

# 7. Calculation of Annual Leave Entitlement for new starters and leavers:

The annual leave entitlement of employees leaving or joining the Council is pro-rata to their completed service during the leave year. Deductions from an employee's final salary payment will be made for any leave taken in excess of entitlement.

For the purpose of calculating leave (annual, public and extra statutory holidays) entitlements may, where necessary, be expressed in hours over the leave year.

# 8. Christmas to New Year Holiday Closure:

Godalming Town Council will follow the 'Council Office Closure' schedule set by Waverley Borough Council. If the Christmas Office Closure covers a period in excess of public holidays plus the two statutory days' holiday detailed above, staff will be required to allocate any additional days against either their annual leave entitlement or 'accrued' TOIL. Notice of the number of days required to be set against this requirement will be announced no later than 31 October. It should be noted that due to the operational requirements of Godalming Town Council or the Godalming Joint Burial Committee, it may not be possible to grant all staff leave during the entire shut down period, in which case appropriate adjustments to leave records will be made.

## 9. Time off for Religious Festivals or Observations:

Wherever possible, the Council shall endeavour to accommodate requests for time off for religious festivals or observations which are not covered by statutory public holidays. Employees must use their annual leave entitlement or accrued TOIL for this purpose.

# 10. Procedure for Obtaining Approval and Recording of Leave:

An employee's Line Manager must approve all paid leave in advance. Staff wishing to take paid leave should follow the procedure set out below:

- Staff are required to enter requested leave dates onto their leave card held by the Support Services Executive.
- The Support Services Executive will present the relevant leave cards to the appropriate Line Manager for authorisation of the request as soon as practicable. On authorising leave, Line Managers are to inform the staff member that their leave request has been granted.
- If approved, the Services Support Executive will update the details of the leave onto the staff leave calendar (shown on Microsoft Outlook for ease of reference by Line Managers and other staff).
- Upon notification from a Line Manager, the Support Services Executive is to record on an individual's leave record card any occasion where a staff member was required to work on a Public Holiday.
- The Town Clerk shall consult with the Chair of the Staffing Committee when making his/her leave arrangements and where the Town Clerk has delegation for authorisation of discretionary leave in relation to other staff, he or she will seek such authorisation from the Chair of the Staffing Committee or Vice Chair if the Chair is unavailable.

# PART TWO - SPECIAL FORMS OF LEAVE

# 11. Public Duties:

Paid leave of absence will be granted for employees undertaking jury service or serving on public bodies or undertaking public duties. Where an allowance is claimable for loss of earnings the employee should claim and pay the allowance to the Council.

# 12. Election Duties:

Employees who wish to act as presiding officers, poll clerks or counting officers may request to take an unpaid leave day to carry out these duties. Employees should consult the Town Clerk and obtain permission, which should not be unreasonably withheld, before accepting the appointment.

# 13. Legislative Background:

The Council recognises and abides by the current legislation regarding Maternity, Paternity, Adoption, Shared Parental Leave and Ordinary Parental leave. In the event that an eligible employee is seeking to take any of the aforementioned leave they should, at the earliest opportunity, discuss their plans with their Line Manager who will be able to seek further advice on leave entitlements, pay rates and the legislation which is current at the time.

# 14. Occupational Maternity Scheme:

The Occupational Maternity Scheme, as detailed in 'The Green Book' shall apply to all pregnant employees regardless of the number of hours worked per week who have completed at 1 year's continuous local government service at the 11<sup>th</sup> week before the Expected Week of Childbirth

# 15. Health & Safety in Pregnancy:

On receipt of written notification from an employee that she is pregnant, the Town Clerk should carry out a risk assessment. The employee and relevant Line Manager should be fully informed of any risks identified. The Line Manager and employee have an on-going responsibility to monitor any potential risks that may be present.

## 16. Maternity Support Leave:

Up to two weeks paid leave (to be take in a block of one or two weeks leave over a single period) shall be granted to the child's father or the partner or nominated carer of an expectant mother or co-adopter at or around the time of birth. A nominated carer is the person nominated by the mother to assist in the care of the child and to provide support to the mother at or around the time of the birth.

# 17. Ante-Natal Appointment:

Any pregnant employee has the right to paid time off to attend ante-natal appointments and must produce evidence of appointments if requested to do so. Wherever possible these should be arranged outside of core time. A baby's father, the expectant mother's spouse or civil partner, or an employee in a long-term relationship with the expectant mother can take unpaid leave to accompany a pregnant woman to 2 antenatal appointments (taking up to 6 and a half hours per appointment).

## 18. Carer Leave:

Godalming Town Council recognises that a flexible and supportive approach is required for those who have care responsibilities for others. Discretionary leave may be granted in the following circumstances:

Serious illness of a Husband, Wife, Partner, Son / Daughter or a close family member who requires constant care and attention in their own home, where no other care arrangements can be made or normal care arrangements have broken down, for example a person living alone recovering from an operation.

Up to five days with pay may be granted at the discretion of the Town Clerk in accordance with the individual circumstances of the case. These additional days paid leave will not normally be granted until employees have exhausted any outstanding annual leave entitlement (based on the pro-rata calculation of the full annual entitlement on the date of request).

In cases of family sickness other than serious illness, consideration will be given to allowing the employee flexibility for start, finish and lunch times to allow them to care for their Husband, Wife, Partner, Son, Daughter or a member of their close family.

The Council's Carer Leave Scheme should be used in circumstances where the illness relates to someone who is normally directly dependent upon the employee for domestic support.

# 19. Time off for Medical Screening and Other Medical Appointments:

Wherever possible, visits to a GP and other routine medical appointments should be made outside working hours.

Where this is not possible, appointments should be made to minimise the extent of absence from work, for example, either at the beginning or end of the working day. Paid leave of up to two hours may be granted at the discretion of the Town Clerk, time off in excess this period will be permitted, subject to the employee making up the hours lost. Time in excess of two hours is to be recorded by Support Services in the TOIL log with the accrued TOIL balance amended accordingly.

Employees having to attend hospital, clinic appointments or work related medical appointments (e.g. sight tests or occupational health) where the timing of the appointment(s) is beyond their control will be able to attend these appointments during the working hours with no expectation to make up the hours lost.

Necessary paid time off will be granted for the purpose of cancer screening.

# 20. Special Leave:

Additional leave with or without pay may be granted in special circumstances at the discretion of the Staffing Committee, such requests are to be made in writing to the Town Clerk.

# 21. Compassionate Leave:

The Town Clerk may grant up to three days' paid compassionate leave to help an employee cope with the serious illness or death of an immediate family member.

#### 22. Funerals:

An additional paid Compassionate Leave day may be granted for attendance at the funeral of an immediate family member; Spouse or Partner, Parent (birth, adoptive or step-parent), Child (birth or adopted) or Sibling (including step sibling).

## 23. Time Off for Dependants:

All employees (regardless of their length of service) have the right to take a reasonable amount of **unpaid** time off work in order to deal with particular unexpected emergencies affecting their dependants.

## A dependant is:

- A spouse;
- A civil partner;
- A child;
- A parent:
- A person who lives with the employee other than as his or her employee, tenant, lodger or boarder;
- Any other person who would reasonably rely on the employee for assistance if he or she fell ill or was injured or assaulted, or who would rely on the employee to make arrangements for the provision of care in the event of illness or injury; or
- In relation to the disruption or termination of care for a dependant or any other person who reasonably relies on the employee to make arrangements for the provision of care.

An example of time off for dependants is if your child falls ill you could take time off to go to the doctor and make care arrangements. Your employer may then ask you to take annual leave or parental leave if you want to look after your child for longer.

Although there is no requirement to give notice the employee must, as soon as possible, tell their Line Manager the reason for their absence and how long they expect to be away from work.

Exceptionally, consideration will be given to events which may be foreseen, but which are of a serious nature such as to make the presence of the employee necessary, for example, time off to settle an elderly relative into a care home or to attend a hospital appointment or planned operation with a child/partner. Such requests should be made to the Town Clerk for determination in consultation with the Chair of the Staffing Committee.

#### 24. Time Off In Lieu:

For staff members above pay point 28, unless otherwise agreed as part of employment particulars, authorised additional hours worked outside of an individual's normal working hours will be compensated for by Time off in Lieu (TOIL). The points set out below govern the accruement and taking of TOIL.

#### Accruing TOIL

- Additional hours which may accrue TOIL must be authorised in advance by the Town Clerk.
- Unless otherwise approved and authorised by the Staffing Committee, TOIL will be granted
  at single rate (one hour worked equals one hour TOIL) when a member of staff is required
  to work outside their normal hours to service weekday meetings or to attend weekday Civic,
  Mayoral or approved external events.
- Staff attending weekday evening meetings or weekday Civic, Mayoral or approved external events will receive single rate TOIL with an additional hour to cover travel time, meeting preparation and clear-up.
- For meetings started during the employee's normal working day and proceeding beyond the end of the working day, single TOIL will be granted as earned after the end of the working day.
- Staff attending weekend meetings or weekend Civic, Mayoral or approved external events
  will receive TOIL at time and a half for the duration of their involvement /requirement at the
  event. Additionally, staff will be granted travel time to and from an event. Travel time will be
  determined by the most direct route and standard parameters of the RAC route planner
  (www.rac.co.uk/route-planner). The approved travel time allowance is to be recorded in the
  TOIL log.
- Employees are to report TOIL hours to the Support Services Executive in writing, and the Support Services Executive will maintain the TOIL log, recording the date of accrued toil, the amount of toil time claimed, employees accumulated TOIL, date TOIL taken, balance of TOIL remaining. Once recorded in the TOIL log, the entry is to be signed authorised by the Town Clerk.

# Taking TOIL

- Whilst all staff should aim to take TOIL as soon as practicable after the date of accrual, in recognition of the relatively small number of employees at the Town Council and the resulting difficulty of taking time off, no more than 22.5 hours (three working days) TOIL can be accumulated at any one time. This is pro-rated for part-time staff.
- Toil is to be requested and recorded using the same procedure as when requesting Annual Leave, with the added requirement that once approved by the Line Manager, the leave card is counter signed by the Support Services Executive to indicate that sufficient TOIL is

- available to support the request and that the accrued TOIL balance has been adjusted accordingly.
- The Town Clerk will inform the Chair of the Staffing Committee before taking TOIL in excess of 7.5 hours.
- TOIL cannot to be taken in advance of the hours being accrued.
- Except when leaving and by specific agreement of the Staffing Committee, TOIL cannot be 'bought back'.

#### PART THREE - IMPLICATIONS ON PENSION CONTRIBUTIONS

## 25. Unpaid Leave:

If employees are granted unpaid leave of absence or leave on reduced pay

For the first 30 days: Full LGPS membership continues to build up during this period but the employee must pay the pension contributions that would have been paid had she/he been at work.

After 30 days: This period will not count as pension scheme membership unless the employee opts to pay for it to do so. For the period to count as pensionable service he/she can elect to pay pension contributions for the whole period (up to a maximum absence period of 36 months) by taking out a Shared Cost Additional Pension Contribution (SCAPC) contract in order to maintain their full pension benefits. If the employee wishes to do this they must notify the RFO in writing within 30 days of their return to work (or within 30 days of leaving work if they do not return). Details of the cost of buying back the 'lost' pension can be obtained from the Pension Scheme; please ask the RFO for details.

# 26. Maternity, Adoption, Maternity Support and Shared Parental Leave:

The implications of these types of leave is set out in the National Agreement of the National Joint Council for Local Government, a copy of which is available at the Town Council Offices.

# 27. Industrial Action:

If employees who are LGPS members are absent from work due to industrial action they will also have the option to buy back the 'lost' pension by making an Additional Pension Contribution. In order to do so they must write to the RFO, however, there is no time limit and the entire cost will be met by the employee.

This is a non-contractual procedure which will be reviewed from time to time.



# **ABSENCE & SICK PAY POLICY AND PROCEDURE**

# **Policy Statement**

Godalming Town Council (the Council) is committed to maintaining the health, well-being and attendance of all employees. We value the contribution our employees make to the delivery of quality services to our community. So, when any employee is unable to be at work for any reason, we miss that contribution. This absence policy explains what we expect from managers and employees when handling absence.

Additionally, this policy outlines the payments made to an employee when they are absent due to sickness – this includes injury and disability. The policy aims to ensure fair, equitable and consistent treatment of staff.

This policy has been developed in consultation with employees and the Council welcome the continued involvement of employees in implementing this policy.

## **Key Principles**

The Council's Absence and Sick Pay Policy is based on the following principles:

- 1. As a responsible employer the Council undertake to provide payments to employees who are unable to attend work due to sickness in accordance with their Contract of Employment.
- 2. Regular, punctual attendance is an implied term of every employee's contract of employment the Council ask each employee to take responsibility for achieving and maintaining good attendance.
- 3. Open communication between managers and employees is encouraged.
- 5. The Council will consider any advice given by the employee's GP on the 'Statement of Fitness for Work'. For example, a GP might advise that an employee is 'partially fit for work' or 'fit for work with adjustments' on the FIT note and set out recommended adjustments or support.
- 6. The Council will use an occupational health adviser, where appropriate, to gain information and guidance in relation to the health condition, in particular to help identify the nature and likely duration of an employee's illness and to advise of any recommended support required by the employee.
- 7. The Council's disciplinary procedure may be invoked if the absence procedures are not followed or if the Absence and Sick Pay Policy & Procedure s misused.
- 8. The Council respect the confidentiality of all information relating to an employee's sickness. This policy will be implemented in line with all data protection legislation and the Access to Medical Records Act 1988.

# Notification of Absence

If an employee is going to be absent from work due to sickness they should speak to their manager or deputy within 30 minutes of their normal start time. They should also:

- Give a clear indication of the reason for absence (and the nature of the illness if applicable) and
- A likely return date.

The manager will check with the employee if there is any information they need about their current work. If the employee does not contact their manager by the required time the manager will attempt to contact the employee at home.

## Certification of Absence

Employees must self-certify for the first seven calendar days of sickness absence by completing the Council's sickness self-certification form and submitting this to their Manager upon their return to work. (Blank sickness self-certification forms are available from the Support Services Executive or electronically from the 'staffing committee' folder on the 'work' drive). Employees are required to provide a 'Statement of Fitness for Work' (FIT note) from their GP or consultant for any absence due to sickness of over seven calendar days upon their return to work. For ongoing absence, you will be required to send your FIT Notes to your Manager once you receive them.

A FIT note (or equivalent if abroad) is required for any sickness absence which occurs while the employee is on annual leave (and where the employee wishes to substitute sick leave for the annual leave).

If absence is likely to be protracted, ie more than four weeks continuously, there is a shared responsibility for the Council and the employee to maintain contact at agreed intervals.

Exceptionally, if the Council is concerned about the frequency of an employee's absence, or their account of their reasons for absence, the employee may be required to submit a FIT note, rather than self-certificates, from their first day of absence. In such cases the Council will meet the cost of any fee charged. The Council's disciplinary procedure may be invoked if the absence procedures are not followed or if the Absence and Sick Pay Policy and Procedure is misused.

Sick pay may be withheld where the sickness absence reporting procedure and certification requirements have not been followed in full.

# 'May be fit for some work'

If the GP advises on the FIT note that an employee 'may be fit for work', or fit for work with adjustments'. For example, a GP might advise that an employee is 'partially fit for work' or 'fit for work with adjustments' on the FIT note and set out recommended adjustments or support. The recommendations will be discussed with the employee and if reasonable will be put into place. Examples of adjustments or support include a phased return to work or amended duties.

This discussion will take place as an informal meeting between the manager and the employee. In certain circumstances, the manager may need to seek advice and/or recommend an occupational health referral).

If it is not possible to provide the support an employee needs for an adjustment or support to enable them to return to work, (for example, by making the necessary workplace adjustments), the Statement will be used in the same way as if the GP advised that the employee was 'not fit for work'.

# Return to Work Discussions

Managers will discuss absences with employees when they return to work to establish:

- The reason for, and cause of absence
- Any reasonable support or adjustments required by the employee.
- That the employee is fit to return to work.

If an employee's GP has advised that they 'may be fit for work with adjustments or support' the return to work discussion can also be used to discuss this.

# A Formal Review will be Triggered by:

- Frequent short-term absences;
- Long-term absence; or
- Any other pattern of absence that causes the manager concern.

The review will look at any further action required to improve the employee's attendance and well-being and will be conducted as a formal meeting (with the employee having the right to be accompanied). A written record of the review will be kept.

Further absence management procedures will be followed as appropriate to the circumstances.

## Absence as a result of disability

Where you experience sickness absence as a result of a disability it will be treated in line with the provisions contained within the Equality Act 2010 (formerly as part of the Disability Discrimination Act 1995). This will include considering whether any reasonable adjustments can be made.

# Sick Pay

- 1. **Contractual Sick Pay:** If an employee is absent from work due to illness (this includes injury and other disability), and subject to compliance with Absence and Sick Pay Policy and Procedure, they will be paid Occupational Sick Pay in accordance with their contract of employment and in line with the National Agreement of the National Joint Council for Local Government Services, a copy of which is available at the Council Offices.
  - a. The period during which sick pay shall be paid, and the rate of sick pay, in respect of any period of absence is calculated by deducting from the employee's entitlement on the first day by the number of days of paid absence during the preceding twelve months. (NB: for sick pay purposes; a month is equivalent to 22 working days, pro rata for part time staff).
  - b. In the case of full pay periods, sick pay will be an amount which when added to Statutory Sick Pay and Incapacity Benefit, Employment and Support Allowance or equivalent social security benefit receivable will secure the equivalent of normal pay. In the case of half pay periods, sick pay will be the amount equal to half normal earnings plus an amount equivalent to Statutory Sick Pay and Incapacity Benefit, Employment and Support Allowance or equivalent social security benefit receivable, so long as the total sum does not exceed normal pay.

- c. The Employment and Support Allowance or equivalent social security benefits to be taken into account for the calculation of sick pay are those to which an employee is entitled on the basis the employee has satisfied so far as is possible:
  - i. the conditions for the reporting of sickness as required by the council;
  - ii. the claiming of benefits;
  - iii. the obligation to declare any entitlement to benefits and any subsequent changes in circumstances affecting such entitlement.
- d. Sick pay will not be paid for absences which are not covered by an appropriate sickness certificate. The Council reserves the right to withhold pay for periods of unauthorised absence.
- 2. **Phased Return:** The employee's salary will be calculated on a pro rata basis to reflect their hours worked during a phased return. The remainder of the time will be recorded as sickness absence, and paid as Sick Pay if eligible.
- Third Party Damages: An employee who is absent as a result of an accident shall not be entitled to an allowance if damages may be received from a third party in respect of the accident.
  - a. In this event, The Staffing Committee would authorise a payment to the employee equivalent to the sickness payment which would normally be paid under the National Agreement of the National Joint Council for Local Government Services. The employee will sign an agreement to refund to the Council the equivalent payment from the amount of damages paid to them by the third party, or a proportion of the payment if the damages paid do not cover the full amount.
  - b. Any period of absence in this case, where a refund of the payment advanced is repaid in full, will not be recorded as sickness absence. If the payment is only repaid in part, then the period of absence not refunded will be recorded as sickness absence.

## 4. Pay During Notice Period

- a. Where notice is given to an employee that their employment is to be terminated by the Council whilst they are on sick leave, pay during the notice period will be notice pay (i.e. full pay) and not sick pay.
- b. If an employee resigns their post whilst they are on sick leave, they will remain on sick pay during their notice period and conditions of the sick pay policy apply in the usual way.
- 5. **Non-payment of Sick Pay**: Sick pay may not be paid when the absence is due to:
  - an employee's own misconduct or neglect;
  - deliberate conduct prejudicial to recovery;
  - active participation in professional sport;
  - injury while working in the employee's own time on their account for private gain or for another employer

The above decision will be made by The Staffing Committee. The employee shall be advised of the grounds for suspension of Sick Pay and shall have a right of appeal. Such appeals will be heard by an independent panel chaired by the Mayor, plus two other elected councillors not serving on the Staffing Committee. If the panel concludes that the grounds were justified, then the employee shall forfeit the right to any further payment in respect of that period of absence.

- 6. **Occupational disease/accident at work:** Absence in respect of normal sickness is entirely separate from absence through occupational disease, accident or assault arising out of or in the course of employment with the Council. Periods of absence in respect of one shall not be set off against the other for the purpose of calculating entitlements.
- 7. **Infectious Disease:** An employee who is prevented from attending work because of contact with infectious disease shall be entitled to receive normal pay and the period of absence will not be recorded as sickness absence under this policy.
- 8. **Car User Allowance/Travel Allowance:** If an employee is absent from work due to sickness for a period exceeding three months the following element of their pay will stop:
  - Essential Car User Allowance
  - Work Place First Aider Payment
  - Out of hours enhancement payment
- 9. **Related Information:** Statutory Sick Pay Information (https://www.gov.uk/statutory-sick-pay)

This is a non-contractual procedure which will be reviewed from time to time.

## **GODALMING TOWN COUNCIL**

Disclosure by a Member<sup>1</sup> of a disclosable pecuniary interest or a non-pecuniary interest in a matter under consideration at a meeting (S.31 (4) Localism Act 2011 and the adopted Godalming Members' Code of Conduct).

As required by the Localism Act 2011 and the adopted Godalming Members' Code of Conduct, **I HEREBY DISCLOSE**, for the information of the authority that I have [a disclosable pecuniary interest]<sup>2</sup> [a non-pecuniary interest]<sup>3</sup> in the following matter:-

COMMITT	EE:	DA	TE:				
NAME OF COUNCILLOR:							
Please use the form below to state in which agenda items you have an interest.							
Agenda No.	Subject	Disclosable Pecuniary Interest	Non- Pecuniary Interest	Reason			
Signed				Dated			

<sup>&</sup>lt;sup>1</sup> "Member" includes co-opted member, member of a committee, joint committee or sub-committee

<sup>&</sup>lt;sup>2</sup> A disclosable pecuniary interest is defined by the Relevant Authorities (Disclosable Pecuniary Interests) regulations 2012/1464 and relate to employment, office, trade, profession or vocation, sponsorship, contracts, beneficial interests in land, licences to occupy land, corporate tenancies and securities

<sup>&</sup>lt;sup>3</sup> A non-pecuniary interest is defined by Section 5 (4) of the Godalming Members' Code of Conduct.