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Municipal Buildings
Bridge Street
Godalming
Surrey GU7 1HT

28 July 2020

I HEREBY SUMMON YOU to attend the **STAFFING COMMITTEE** Meeting to be held via Zoom on TUESDAY, 4 AUGUST 2020 at 10.30am.

Andy Jeffery
Town Clerk

The meeting of the Policy & Management Committee of the Godalming Town Council will be held under the provisions of the Coronavirus Act 2020 and The Local Authorities and Police & Crime Panels (Coronavirus) (Flexibility of Local Authority and Police and Crime Panel Meetings) (England and Wales) Regulations 2020

Join Zoom Meeting

<https://us02web.zoom.us/j/88561331482?pwd=T2N0VzhGNmxycjN1Ri9rcEhkS3NKdz09>

Meeting ID: 885 6133 1482

Password: 041122

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 13 February 2020, a copy of which has been circulated previously.

2. **APOLOGIES FOR ABSENCE**

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. **WORK PROGRAMME**

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

5. STAFF ABSENCES & TOIL – ITEM TO NOTE

In accordance with Standing Order 146 a summary report of staff absences for July 2020 is attached for the information of Members

6. MAINTENANCE ASSISTANT – RECRUITMENT – ITEM FOR DECISION

If recommended by the Policy & Management Committee held on 30 July 2020, Members are requested to approve the following documents attached for the information of Members:

- Job Description, Personal Specification and Additional Information
- Application Form
- Particulars of Employment

Additionally, Members are requested to agree that the vacancy be posted on the Council's Website, Facebook page and on the Department of Work and Pensions online job finder service.

Members to note the amendment to the previously used selection and interview process to utilise telephone and Zoom interview procedures.

Members are requested to agree that the Grounds Maintenance Operative, RFO and the Town Clerk manage the shortlisting process and that two of the above, depending upon availability, are appointed as the selection panel supported by the Committee Chair or Vice Chair.

7. STAFFING STRUCTURE REVIEW – ITEM FOR DECISION

Recommendation: Members are requested to resolve agree to appoint SLCC Consultancy Service to conduct a review of the Council's staffing structures and submit a report for the consideration by this Committee. The cost of the review to taken from the Staffing Committee's allocation of the professional fees budget.

Members to receive a report from the Town Clerk (attached for the information of Members) relating a review of the Council Staffing Structures and are requested to consider the recommendation to appoint consultants to conduct the review and report to this Committee.

8. COMMUNICATIONS ARISING FROM THIS MEETING

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

9. DATE OF NEXT MEETING

The next meeting of the Staffing Committee to be called by the Chair of the Committee as required to manage the Committees business.

10. ANNOUNCEMENTS

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

4. STAFFING COMMITTEE – WORK PROGRAMME

TASK	PROGRESS	LAST REVIEW DATE	PRIORITY FOR REVIEW
TC Quarterly meeting	Chair of Staffing & Leader of Council to hold quarterly meeting with TC – Telecon & email only since lockdown	14 Jan 2020	3
Staff Meeting	Chair of Staffing & Leader of the Council to attend staff meeting – None since lockdown	17 Dec 2019	4
Set Date for Staff Appraisals	Chair of Staffing & P&M to conduct TC annual appraisal	26 Nov 2019	6
Review of staffing & employment policies to establish statutory requirement and best practice	TC to seek guidance from SLCC and SSALC – No progress made		1
Modern Slavery Policy	Check WBC policy		5
Annual Report of HR Services	Town Clerk to report on annual usage and cost of external HR Support	Due February 2020	2

POLICY REVIEWS	DATE ADOPTED	REVIEW DATE
Employee Code of Conduct	13 September 2018 Reviewed Feb 2020	September 2021
Dignity at Work Policy	19 December 2019	September 2021
Fire Safety Precautions and Emergency Procedures	15 November 2018	30 January 2020 Deferred until completion of office move
First Aid Policy	15 November 2018	30 January 2020 Deferred until completion of office move
Lone Working Policy	15 November 2018	30 January 2020 Deferred until completion of office move

POLICY REVIEWS	DATE ADOPTED	REVIEW DATE
Code of Conduct – IT Facilities	22 March 2018 Reviewed Feb 2020	February 2022
Social Media Policy	22 March 2018 Reviewed Feb 2020	February 2022
DBS Data Handling Policy	15 November 2018 Reviewed Feb 2020	November 2022
Recruitment of Ex-Offenders Policy	15 November 2018 Reviewed Feb 2020	November 2022
Recruitment of Ex-Offenders Policy Statement	15 November 2018 Reviewed Feb 2020	November 2022
Appraisal Scheme	28 March 2019	March 2021
Absence & Sick Pay Policy and Procedure	4 July 2019	July 2021
Leave Policy	4 July 2019	July 2021

GODALMING TOWN COUNCIL - STAFF ABSENCE REPORT APRIL 2020 TO JULY 2021

	APRIL	MAY	JUNE	JULY	CUMULATIVE	2019/20	2018/19	2017/18
	Hours	Hours	Hours	Hours	Hours			
Available Working Hours	1,238.0	1,180.2	1,349.0	1,421.6	5,188.8	13,107.4	10,865.6	9,005.6
Annual Leave Taken	51.8	30.4	74.0	171.1	327.3	1,415.2	1,338.8	873.6
Sick Leave Taken	-	-	-	7.4	7.4	88.1	67.5	106.6
Other Authorised Absence	-	30.4	-	-	30.4	9.7	4.0	2.0
Net working hours	1,186.2	1,119.4	1,275.0	1,243.1	4,823.7	11,594.4	9,455.3	8,023.4
Net working hours as % of available hours	96%	95%	95%	87%	93%	88%	87%	89%
Sick Leave as a % of Available Hours	0.0%	0.0%	0.0%	0.5%	0.1%	0.7%	0.6%	1.2%
Annual Leave taken as a % of Total Annual Leave	3%	2%	5%	11%	21%	94%	93%	83%
Notes:								
Annual Leave 2020/21 - Full Year					1508	1444.2	1266.6	930.2
Annual Leave b/f from 2019/20					45.7	64.4	168.6	118.6
Total Annual Leave Available - Full Year					1553.7	1508.6	1435.2	1048.8

All figures are expressed in hours

SC 4.08.20
Agenda Item 5

GODALMING TOWN COUNCIL - STAFF TOIL REPORT APRIL 2020 TO JULY 2020

	APRIL	MAY	JUNE	JULY	CUMULATIVE
	Hours	Hours	Hours	Hours	Hours
Opening TOIL Balance	58.2	92.5	67.5	57.2	
Accumulated	50.5	5.0	-	-	55.5
Taken	16.0	30.0	10.3	-	56.3
Closing TOIL Balance	<u>92.5</u>	<u>67.5</u>	<u>57.2</u>	<u>57.2</u>	
Festivals	-	-	-	-	-
Council Meetings	-	-	-	-	-
Parish Meetings	-	-	-	-	-
Other Evening Meetings	-	-	-	-	-
Civic Events	-	-	-	-	-
Other	50.5	5.0	-	-	55.5
	<u>50.5</u>	<u>5.0</u>	<u>-</u>	<u>-</u>	55.5

Notes:
 April - COVID 19 preparations
 May - COVID 19 preparations

SC 4.08.20
 Agenda Item 5



JOB DESCRIPTION

Job Title:	Maintenance Assistant (Temporary X Month Contract)
Location:	Eashing Cemetery, Franklyn Road, Godalming, Surrey, GU7 2LD and other Godalming Town Council Properties located within Godalming
Reports To:	Grounds Maintenance Operative
Hours of Work:	30 hours per week To be worked between Monday – Friday 8.00am – 4.00pm (Some flexibility in hours is required)

1. Principal Responsibilities

To assist in the maintenance of Eashing and Nightingale Cemeteries as well as the Council's rewilding projects. Grass cutting and hedging and the upkeep of paths and roadways, the maintenance and refurbishment of street furniture and other general maintenance of council owned and managed property. To use appropriate machinery or plant in the performance of maintenance duties, ensuring that equipment is used and maintained in accordance with manufacturer's instruction manual and stored securely when not in use. Make proper use of personal protection equipment that is provided. Undertake all relevant and compulsory training. To undertake all duties and inter-actions with employees, partner providers and customers fairly, without discrimination and with due regard to the council's Diversity & Equality and Health & Safety policies. Additionally, in order to support the Council's social distancing initiatives, the post holder may be required to supervise the access barrier in Godalming High Street, ensuring only permitted vehicles are admitted during the restricted times (10am-4pm). Flexibility of work patterns will be required if supervision of the access barrier is required.

2. Principal Accountabilities

Cemeteries (Eashing & Nightingale)

- Assist with grounds maintenance as directed by the Grounds Maintenance Operative;
- litter clearance, to include unkempt floral tributes;
- assist with cemetery parking duties if required.

Public Realm

- Assist with the maintenance and upkeep of Council owned or managed facilities to include:
 - the installation, upkeep, watering and removal of Floral Godalming displays;
 - general grass cutting and vegetation management around Council properties and other areas agreed with external authorities including Waverley Borough Council and Surrey County Council;
 - refurbishment of street furniture.

Other Responsibilities in Conjunction with the Buildings Maintenance Operative where appropriate

- Occasional caretaker duties at the Council's community buildings including general cleaning requirements and or setting out tables and chairs;
- assisting with the setting up and clearance of Council run events;
- assisting with the decorating of interior and exterior of Council property;
- maintain Council workshop facilities in a safe, clean manner;
- assisting with the repair and maintenance of signage, fences, railings, gates, drains, culverts and water channels around all sites;
- assist with memorial inspections as required, including where appropriate basic repairs/make safe actions.

Other Responsibilities

- Supervision of the High Street access barrier as required to support the Council's social distancing initiatives;
- any other such duties as could reasonably be expected as directed by the Line Manager or Town Clerk.

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 the Council's 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 Council activities; and
 - be familiar and comply with the Council's policies and procedures for health & safety.

4. Knowledge, Skill and Experience

- The post holder will be required to actively seek to acquire, update and maintain the necessary knowledge and skills required for the efficient delivery of their work; and
- to attend training courses as required by the Council.

5. Additional Information

- 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 Saturday daytime working may be required to supervise the High Street Access Barrier.

NB. This job description is non-contractual 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: Maintenance Assistant
Reporting to: Grounds Maintenance Operative

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 and the ability to use the associated tools and equipment. (desirable)
- Functioning skills in English and maths (essential)

Skills and Abilities

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

Managing People

- Ability to understand the cemeteries role and be able to show respect to bereaved people. (essential)
- Ability to relate to people (desirable)
- Ability to minimise conflict (essential)

Communication

- Good oral communication skills (essential)

Organisation

- Ability to complete given tasks within allocated time (essential)

Personal Attributes

- Punctual and reliable (essential)
- Interested in the environment (desirable)
- Ability to work within a small team (essential)
- Be able to follow straightforward oral and written instructions (essential)
- Ability to take responsibility for own work (essential)
- Active with good levels of fitness (essential)
- Able to move equipment and handle 'loads' (essential)

The applying candidate **MUST** consider that the role is physically demanding, throughout all variances of weather. Do not contact the Grounds and Maintenance team direct or this may result in your application not being considered.

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

ADDITIONAL INFORMATION

The Post

To support the Grounds & Buildings Maintenance team to ensure that Eashing and Nightingale cemeteries, along with other Council and public realm sites are maintained to the very highest level. Having due regard to the sensitivity of the work conducted at the cemeteries, to help customers, many of whom will be recently bereaved. Assist in general maintenance and cleaning of Council facilities and support the Council's social distancing measures in Godalming High Street by supervising the High Street access barrier if required. To ensure that all duties are carried out in accordance with Council policies.

About the employer - Godalming Town Council, First Local Council in Surrey to Win the Quality Award Accreditation

Godalming Town Council, through the Joint Burial Committee, has been providing a service for bereaved people since 1854. Nightingale and Eashing cemeteries cover around 20 acres and are maintained to a very high standard. The Council also provides a range of services to the town's residents including its flagship town centre venue the Wilfrid Noyce Centre, Broadwater Park Community Centre in Farncombe and the town's iconic Pepperpot. It also funds the Godalming Museum, public toilets in Godalming and Farncombe, twelve acres of allotment sites, Floral Godalming flower displays in the town centre and the Christmas Lights in Farncombe and Godalming retail centres. The Council also arranges the town's annual Remembrance Parade and assists in the management of the monthly Farmers' Markets.

This post, working with the Grounds and Maintenance Operatives, is for the general maintenance and upkeep of the grounds and properties at all the above facilities.

Godalming Town Council is a small organisation and this post will be one of a close-knit team based at the Town Council offices, Godalming Museum and Eashing Cemetery.

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 6-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 salary for this post is £9.00 per hour. The salary grade for this post is based on NJC pay scales (spinal column points 1) 30 hours per week = £1,170 per month.

Authorised additional hours worked will be recompensed at standard hourly rate Monday to Friday and time and a half on Saturdays.

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

Covid-19 Restrictions

We have made reasonable and responsible adjustments to our recruitment process as below:

- On successful submission of your application you may be selected for a short telephone interview;
- If you are successful following the telephone interview the second stage will be conducted via video call. This may require you to attend your local job centre but will be confirmed at the point of invitation;
- On successful application in which you are offered the position we will discuss with you the procedures and measures that we have put in place to protect our employees.



CONFIDENTIAL

Application for the post of Maintenance Assistant

1. PERSONAL DETAILS

Surname _____ First Names _____

Home Address _____

Telephone No. (Home) _____ (Work) _____

Do you require a work permit to work in the UK? YES/NO

Do you consider that you have a disability as defined under the Disability Discrimination Act? YES/NO

2. EDUCATION

Date From	Date To	Name & Type of School, College or University	Standard reached or Examinations passed with full details and dates

3. EMPLOYMENT RECORD

Date From	Date To	Employer's Name & Address	Positions held & Duties

4. STATEMENT OF APPLICATION

Please tell us why you think you are suitable for this job referring to your relevant skills and experience including where appropriate your interests outside of work (*continue on a separate sheet if necessary*):

5. REFEREES

Names and address of two referees (please indicate whether we can approach these referees immediately):

(a)	(b)
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6. CRIMINAL CONVICTIONS

Have you any unspent criminal convictions as defined by the Rehabilitation of Offenders Act 1974? YES/NO

If YES, you will be required to provide further details in the event of your being successful at interview.

I certify that to the best of my knowledge I am not related to any member or senior officer of the Council, and acknowledge that any canvassing, direct or indirect, will disqualify my application.

Signed _____ Date _____

Completed application forms should be e-mailed to office@godalming-tc.gov.uk or sent to the Town Clerk, Godalming Town Council, Municipal Buildings, Bridge Street, Godalming Surrey GU7 1HT by **Tuesday 18 August 2020 at midday.**



CONTRACT OF EMPLOYMENT AND STATEMENT OF PARTICULARS OF EMPLOYMENT

NAME OF EMPLOYER: Godalming Town Council
referred to as "The Council"

NAME OF EMPLOYEE:

DATE ON WHICH PARTICULARS GIVEN: XX August 2020

DATE OF COMMENCEMENT OF THIS EMPLOYMENT 01 September 2020
(Commencement of this contract)

CONTINUOUS SERVICE DATE FOR STATUTORY PURPOSES EXCLUDING REDUNDANCY PAY ENTITLEMENT: N/A

(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 XX/MM/YYY from the Council offering you the role of Maintenance Assistant.

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 DD/MM/YYYY 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 Maintenance Assistant.

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 **1** 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 1**) and your salary is calculated on a **30 hour working week your commencing salary is £14,040 per annum**.

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, a copy of which is available at the Town Council Offices.

9. HOURS OF WORK

Your normal hours of work are 30 per week to be worked as agreed between: -

Monday-Friday 0800-1600 with 30 minutes of unpaid break

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

Additional hours, in excess of your contractual hours will be recompensed in accordance with the Council's in line with the NJC national agreement in relation to overtime pay, subject to being pre-authorized 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.

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

13. ANNUAL LEAVE ENTITLEMENT

Your current leave entitlement is 21 days per annum (rising to 25 days a rate of 1 day for each completed 12 months counting from the 1 April following the start of employment 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	1 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 be 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:

- i. 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.

16. VEHICLE ALLOWANCES AND COUNCIL PROVIDED VEHICLES

Subject to you holding and continuing to hold a current, full driving licence, the Council will, provide 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 vehicle, 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 Facilities Supervisor.

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 vehicle 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 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 identity; 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:

- i. 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

7. STAFFING STRUCTURE REVIEW

Background

The last significant review of Godalming Town Council's staffing structure occurred in 2017. The aim of the review and its subsequent implementation was to improve governance through separation of the role of Proper Officer and RFO responsibilities, empower individual staff through increased responsibilities and delegated authority and improve service delivery. The review was Member led, supported by SSALC and HR Partnership and was a document based review. No reports or papers from the review are available to the Council, therefore, the Staffing Committee will not be able to consider the rationale behind that review.

Having conducted the review in 2017, the restructuring was introduced from February 2018. Since that time GTC has taken on additional services, public toilets, museum service and a direct workforce, has widened its environmental stewardship and experienced an increase in delivery of its bereavement services. The Council has also experienced a change of administration and the adoption of a challenging four year programme.

With additional services and staff comes additional management requirements and as with any restructuring exercise there will be elements that have worked as envisaged and other aspects which have not been as successful. This can be especially true when the datum on which the restructuring was based has shifted.

Request for Review of Staffing Structures

As Members will be aware, the interaction between Members and Council staff is a partnership based upon shared responsibilities, Council staff have a responsibility to support Members, provide information to enable informed decisions and to implement decisions of the Council to the best of their ability. Equally, Members of the Council have a responsibility to ensure that the Council is adequately resourced to be able to deliver Council services.

In considering the changes outlined above, the Town Clerk requests that in line with Standing Order 100 (v.), which provides the Staffing Committee with the responsibility to "To review the staffing structures to ensure they are sufficient to deliver the aims of The Council" that this Committee agrees to an independent external review of the Councils staffing structures.

In preparing this agenda item, in consultation with the Chair of the Staffing Committee and the Policy & Management Committee, a quote has been sought from the Society of Local Council Clerks Consultancy Service to conduct such a review.

Members are requested to review a quote (Commercial in Confidence quote attached for the information of Members) from the SLCC Consultancy Service and are asked to agree to appoint SLCC Consultancy Service to conduct a review of the Councils staffing structures and to receive a report for the consideration of this Committee. The cost of the review to be taken from the Staffing Committee's allocation of the professional fees budget.

GODALMING TOWN COUNCIL

Disclosure by a Member¹ 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]² [a non-pecuniary interest]³ in the following matter:-

COMMITTEE:

DATE:

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 _____

¹ "Member" includes co-opted member, member of a committee, joint committee or sub-committee

² 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

³ A non-pecuniary interest is defined by Section 5 (4) of the Godalming Members' Code of Conduct.