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I HEREBY SUMMON YOU to attend the **STAFFING COMMITTEE** Meeting to be held in the Oglethorpe Room, Wilfrid Noyce Centre, Godalming on THURSDAY, 10 SEPTEMBER 2026 at 7.00pm or at the conclusion of the preceding Planning Committee, whichever is later.

Dated this 4th Day of September 2026

Andy Jeffery

Andy Jeffery
Chief Executive Officer

If you wish to speak at this meeting please contact Godalming Town Council on 01483 523575 or email office@godalming-tc.gov.uk

Committee Members: Councillor Heagin - Chair
Councillor Crowe – Vice Chair
Councillor C Downey
Councillor Duce
Councillor Weightman

AGENDA

1. **MINUTES**

To approve as a correct record the minutes of the meeting held on the 11 June 2026, a copy of which has been circulated previously.

2. **APOLOGIES FOR ABSENCE**

3. **DISCLOSABLE PECUNIARY INTERESTS AND OTHER REGISTERABLE 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. BUDGET MONITORING

Recommendation:

Members are asked to:

- a. Note the Responsible Finance Officer's report on budget monitoring for the period ending 27 August 2026.
- b. Approve the transfer of direct staffing costs from Cost Centre 106 to Cost Centre 301, so that income and expenditure are correctly aligned.
- c. Agree that, for the 2027/28 budget, the expenditure set against nominal code 4014 (Sexton Duty) should be allocated to the Direct Staff Cost nominals 4001 - 4003.
- d. Agree that, for the 2027/28 budget, the HR budget should be identified under its own unique nominal code to improve clarity, oversight and accountability.

Background:

The Responsible Finance Officer's report covers nominal codes 4001–4015 across all cost centres, together with £5,000 within nominal code 4313 in Cost Centre 101, for the period to 27 August 2026. The report is attached for Members' information.

Financial Position:

For the year to 27 August, all direct staffing costs - Salary, Employer's National Insurance Contributions and Employer's Superannuation Contributions - were below the 41.6% projected budget position. This is not due to over-budgeting but reflects the current position in relation to inflationary pay award negotiations.

Based on the published employers' full and final offer, the year-end direct staffing costs would be within 2% of budget, with three of the four cost centres marginally below budget and only Cost Centre 301 slightly above budget at 100.3%. However, Members will note that the monitoring report indicates an end of year position for 301 as 98.3%. This is the position Cost Centre 301 would be in if Members approve the recommendation in this report relating to Cost Centre 106.

Issues Arising:

Members are asked to note that Cost Centre 106, Festivals, Markets & Events, includes staffing budgets although it has no direct employees. These budget lines are intended to cover overtime costs incurred by GTC staff supporting community events.

Also currently contained within cost centre 301 nominal codes 4002 (NI) and 4003 (ER Supp) is £363.40, which is the NI & ER Supp element of expenditure on Weekend Sexton Duty fees, which should correctly be attributed to cost centre 301, nominal 4014 (Sexton Duties), this will be corrected through internal accounting journals.

Whilst internal journals can be used to reallocate costs, this does require additional processing and staff resource. Officers therefore recommend that:

- a. For the 2027/28 budget, the expenditure set against nominal code 4014 (Sexton Duty) should be allocated to the Direct Staff costs of Cost Centre 301 nominal codes 4001 - 4003 to not only properly show where the expenditure lies, i.e. Salary, National Insurance and Employer Superannuation payments, but also reduce administrative time and resource currently expended in having to undertake monthly adjustments through accounting journals.
- b. Direct staffing costs are removed from Cost Centre 106 and transferred to Cost Centre 301, so that income and expenditure are correctly aligned and the monitoring position more accurately reflects service activity. Whilst this action would not change the overall end of year position, which is predicted to be an expenditure of 98% of budget, it would more accurately reflect where expenditure is incurred resulting in a total direct staffing cost budget for cost centre 301 of £171,825 against and expenditure of £168,865, which equates to 98.3% of the revised budget.

Other Staffing Costs:

Members are also asked to note that overall expenditure on other staffing costs is 53.73% of budget. This is distorted by expenditure of 46.6% against nominal code 4313 (Professional Fees - Other), of which only £358 relates to this committee's HR budget within Cost Centre 101 and the 118% expenditure against Sexton Duties (4014) and 87.8% expenditure shown for Grave Digging (4015). For these latter two items, a budget estimate on requirement is made for the year.

Expenditure on Sexton Duty payments is offset by payments received for this service which are recorded at Cost Centre 301, nominal code 1703 (other cemetery fees) which at the time of this report stood at £4,100. Likewise, the expenditure on grave digging fees is balanced out by the income at Cost Centre 301, nominal code 4015.

Officers recommend that, in preparing the 2027/28 budget under the Service Committee model, the HR budget be identified under its own unique nominal code. This would separate HR costs from other expenditure currently charged to 4313 and improve oversight and accountability.

8. REVIEW OF POLICY DOCUMENTS

There are no policy documents to review. The policy document to review, in line with the published work programme, is the Flexile Working Policy. This will be considered at the Staffing Committee meeting scheduled for 12 November 2026.

9. STAFFING PLANNING 2025-2028

As set out in the Committee's Work Programme, a review of staffing capacity is required to consider any changes to the staffing establishment.

There are currently no changes anticipated to the FTE position of the Council staff.

10. REVISED MODEL CONTRACT OF EMPLOYMENT

SLCC and the National Association of Local Councils (NALC) have published an updated version of the Model Contract of Employment for Local Councils, reflecting time-sensitive changes arising from the Employment Rights Act 2025.

The attached report summarises the key changes to the Council's existing Contract of Employment and includes the previous contract, along with the proposed new contract.

Members are requested to review the amended contract and recommend it to Full Council for adoption, whilst noting that the contract should be implemented for all future appointments under Green Book terms. Whilst GTC also has employees under the JNC 'Pink Book', the model contract will be equally applicable with appropriate adjustments to reflect the minor differences such as leave entitlement.

11. 2026-27 NATIONAL JOINT COUNCIL PAY AWARD – ITEM FOR DECISION**Recommendation:**

- a. Members to resolve to agree to recommend that Full Council approve the NJC negotiated National Salary Award.**
- b. Members to resolve to agree to recommend to Full Council that Full Council authorise that any settlement reached by the JNC that is equal to or less than that**

agreed by the NJC may be signed off for payment by the CEO without the matter first being brought to a scheduled or extraordinary meeting of the Full Council.

The National Joint Council for Local Government Services (NJC) has agreed the new pay scales for 2026-27 to be implemented with effect from 1 April 2026. The 2026-27 National Salary Award provide for a single across the board percentage increase of 3.3% of basic pay and allowances.

Members are asked to note that the pay award outlined above is only for those employed under NJC terms and conditions as set out in the 'Green Book'.

The Council's youth workers are employed under the terms and conditions governed by the JNC as set out in the 'Pink Book', whose annual settlement runs from September to August each year. Currently, settlement for those employed under JNC terms has not been reached.

To avoid unnecessary delays in the payment of the pay award agreed for youth staff, and, as the sign-off of a pay award is a reserved matter for the Full Council, Members are requested to resolve to agree to recommend to Full Council that if the settlement for the youth staff is of an equal or lesser amount than that agreed by the NJC, the CEO is authorised to implement the JNC pay award. It should be noted that if the JNC proposes a settlement above that agreed by the NJC the matter must come before Full Council for payment of the award to be approved.

12. RECRUITMENT

Chair to provide a verbal update at the meeting.

13. COMMUNICATIONS ARISING FROM THIS MEETING

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

14. DATE OF NEXT MEETING

The next meeting of the Staffing Committee is scheduled to be held in the Oglethorpe Room on Thursday, 12 November 2026 at 7pm or at the conclusion of the preceding Planning Committee, whichever is later.

15. ANNOUNCEMENTS

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

IN PURSUANCE OF THE PUBLIC BODIES (ADMISSION TO MEETINGS) ACT 1960 S.1(2), THE COMMITTEE MAY WISH TO RESOLVE TO EXCLUDE THE PUBLIC AND PRESS FROM THE MEETING AT THIS POINT PRIOR TO CONSIDERATION OF AGENDA ITEM(S) 15 and 16 BY REASON OF THE CONFIDENTIAL NATURE OF THE BUSINESS TO BE TRANSACTED I.E. STAFFING MATTERS.

16. STAFF GRADING

Members to receive and consider a report from the CEO relating to current Staff Grades.

17. SALARY BUDGET FOR 2027-2028

In preparation for budget setting, Members are requested to authorise the Chair to sign off the proposed 2027/28 salary budget, which has been prepared based on all current decisions of the council, allowing for an inflationary increase of 3% on 2026/27.

8. STAFFING COMMITTEE – WORK PROGRAMME

TASK	PROGRESS	COMMENT	
Staff Meeting	Aim for service area visits to be undertaken June/July 2026	A doodle poll will be sent out seeking dates once committee memberships have been agreed by Full Council in May	
Staffing Planning 2025-2028	Each Service Committee must provide staffing requirements to the Staffing Committee in time for consideration at the 10 September Staffing meeting.		
Review reporting chain within the Dignity at Work Policy when/if changes occur to the leadership positions within the Council	Ongoing	To ensure gender options within the reporting chain for staffing issues.	
Officers to undertake a review of GTC staffing policies to ensure alignment with the Employment Rights Bill as it is enacted, amended policies to be considered by Staffing Committee.	Deputy Chief Officer to conduct review	Further consideration of policies in September 2026	
Worknest review of staff contract against Staffing policies	Deputy Chief Officer to conduct review with Worknest	To address any ambiguity between the contract and policies. DCO to liaise further with Worknest about support/return of funds on account.	
POLICY REVIEWS <i>to be updated following review on this agenda</i>	PERSON UNDERTAKING REVIEW	DATE ADOPTED/ LAST REVIEWED	REVIEW DATE
Leave Policy		4 July 2019/ Reviewed February 2026	Q1 2028
Disciplinary Procedure		13 January 2022 Reviewed February 2026	Q1 2028

POLICY REVIEWS <i>to be updated following review on this agenda</i>	PERSON UNDERTAKING REVIEW	DATE ADOPTED/ LAST REVIEWED	REVIEW DATE
Grievance Policy		13 January 2022 Reviewed February 2026	Q1 2028
Social Media Policy		22 March 2018/ Reviewed February 2026	Q1 2028
Training Statement of Intent		13 January 2022 Reviewed 16 May 2026	Q1 2028
Dignity at Work Policy		19 December 2019/ Reviewed February 2026	Q1 2028
Employee Code of Conduct		13 September 2018/ Reviewed February 2026	Q1 2030
Absence & Sick Pay Policy and Procedure		4 July 2019/ Reviewed February 2026	Q1 2028
DBS Data Handling Policy		15 November 2018/ Reviewed November 2024	Q4 2027
Appraisal Scheme		Adopted 14 November 2024	Q4 2027
Modern Day Slavery Statement		17 April 2025	Q2 2028
Recruitment of Ex-Offenders Policy		Reviewed September 2025	Q3 2028
Whistleblowing		Reviewed 14 May 2026	
Fire Safety Precautions & Emergency Procedures		Reviewed 14 May 2026	
Flexible Working Policy	Cllr Duce	Reviewed 23 May 2024	12 Nov 26
Statement of Staff Management		Reviewed 13 November 2025	

POLICY REVIEWS <i>to be updated following review on this agenda</i>	PERSON UNDERTAKING REVIEW	DATE ADOPTED/ LAST REVIEWED	REVIEW DATE
Exercise of Employer Discretions		Reviewed 14 May 2026	
IT, Cyber Security & Acceptable Use Policy		Reviewed 12 February 2026	

27/08/2026
Month 5 projected expenditure = 41.6%

Godalming Town Council

Staffing Committee - Cost Centre Report - Month 5

DIRECT STAFFING COSTS

	Current Month Actual	Current Month Budget	Current Month Variance	Year To Date Actual	Year To Date Budget	Year To Date Variance	Total Annual Budget	Funds Available	Actual % Spent
101 Head Office Costs									
4001	25143	26356	1213	121628	131780	-10152	316274	194646	38.50%
4002	3356	3506	150	16225	17530	-1305	42067	25842	38.60%
4003	4199	4665	466	20240	23325	-3085	55980	35740	36.20%
				158093	172635	-14542	414321	256228	30.30%
				Year End Calculation	Total Annual Budget	Year End Variance			Year End % Spend
Projected Year End expenditure based on offered National Inflationary Pay Award effective from 1 April				Salaries 313392	316274	-2882			99.10%
				Employer's NIC 41637	42067	-430			98.90%
				Employer's Superannuation 55326	55980	-654			98.80%
				410355	414321	-3966			99%
106 Festivals, Markets & Events									
4001 Salaries	133	0	133	133	1897	-1764	3795	3662	3.50%
4002 Employer's NIC	20	0	20	20	285	-265	569	549	3.50%
4003 Employer's Superannuation	22	0	22	22	336	-314	672	650	3.30%
				175	2518	-2343	5036	4861	3.50%
201 BWP Youth & Community Centre									
4001 Salaries	18191	18996	805	91707	94981	-3274	227953	136246	40.20%
4002 Employer's NIC	1251	2287	1036	5540	11437	-5897	27446	21906	20.20%
4003 Employer's Superannuation	2392	3228	836	10709	16146	5440	38742	28033	27.60%
				107956	122564	-3731	294141	186185	36.70%
				Year End Calculation	Total Annual Budget	Year End Variance			Year End % Spend
Projected Year End based on offered National Inflationary Pay Award effective from 1 September				Salaries 229415	227953	1462			100.60%
				Employer's NIC 23175	27446	-4271			84.44%
				Employer's Superannuation 33158	38742	-5584			86%
				285748	294141	-8393			97.10%
207 Godalming Museum									
4001 Salaries	6275	6440	165	29963	32197	-2234	77277	47314	38.80%
4002 Employer's NIC	691	716	25	3306	3580	-274	8592	5286	38.50%
4003 Employer's Superannuation	823	902	79	3489	4507	-1018	10821	7332	32.20%
				36758	40284	-3526	96690	59932	38%
				Year End Calculation	Total Annual Budget	Year End Variance			Year End % Spend
Projected Year End expenditure based on offered National Inflationary Pay Award effective from 1 April				Salaries 76145	77277	-1132			98.50%
				Employer's NIC 8484	8592	-108			98.70%
				Employer's Superannuation 10209	10821	-612			94.30%
				94838	96690	-1852			98.10%
301 Cemeteries & Open Spaces									
4001 Salaries	10323	10662	339	51957	53316	-1359	127950	75993	40.60%
4002 Employer's NIC	1118	1349	231	6497	6749	-252	16192	9695	40.10%
4003 Employer's Superannuation	1514	1887	373	8575	9438	-863	22647	14072	37.90%
				67029	69503	-2474	166789	99760	40.20%
				Year End Calculation	Total Annual Budget	Year End Variance			Year End % Spend
Projected Year End expenditure based on offered National Inflationary Pay Award effective from 1 April with cost centre 106 funds transferred				Salaries 130596	131745	-1149			99.10%
				Employer's NIC 16590	16761	-171			99.00%
				Employer's Superannuation 21679	23319	-1640			93.00%
				168865	171825	-2960			98.30%
				Year To Date Actual	Year To Date Budget	Year To Date Variance			% Spend
Current Totals				370011	407504	-26616			90.21%
				Year End Calculation	Total Annual Budget	Year End Variance			Year End % Spend
Projected Year End				959806	976977	-17171			98.07%

OTHER STAFFING COSTS

	Current Month Actual	Current Month Budget	Current Month Variance	Year To Date Actual	Year To Date Budget	Year To Date Variance	Total Annual Budget	Funds Available	% Spent
101 Head Office Costs									
4011 Staff Training	0	333	333	495	1665	-1170	4000	3505	12.40%
4012 Recruitment Advertising	0	0	0	193	1300	-1107	1300	1107	14.80%
4013 Other Staff Expenses	10	51	51	10	255	-245	612	602	1.60%
4313 Professional Fees - Other	440	683	243	3821	3419	402	8200	4379	46.60%
201 BWP Youth & Community Centre									
4011 Staff Training	0	334	334	615	1662	-1047	4000	3385	15.40%
4012 Recruitment Advertising	0	41	41	0	213	-213	500	500	0.0%
207 Godalming Museum									
4011 Staff Training	0	0	0	308	1000	-692	1000	692	30.80%
301 Cemeteries & Open Spaces									
4011 Staff Training	800	334	-466	1373	1662	-289	4000	2627	34.30%
4014 Sexton Duties	877	125	-752	1777	625	1152	1500	-277	118%
4015 Grave Digging	0	1,200	1200	12,640	6000	6640	14,400	1760	87.80%
Current Totals	2127	3101	-974	21232	17801	3431	39512	18280	53.73%

(£358 = HR support)

10. REVISED MODEL CONTRACT OF EMPLOYMENT

Summary of amendments

1. DATE AND DURATION OF EMPLOYMENT

Amendment: Inclusion of options for temporary appointments.

Explanation: Good practice to have appropriate clause ready should a temporary contract be awarded.

Amendment: Removal of the following clause:

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.

Explanation: Under the Employment Rights Act 2026, employers are required to follow stricter dismissal procedures, including providing written notice of the reason for dismissal at least 14 days before the decision is finalized. This applies to all dismissals except genuine redundancies under a collective procedure and summary dismissals for gross misconduct. Failure to comply with these new requirements can lead to automatic unfair dismissal findings. Employers must also adhere to medical evidence protocols before dismissing on grounds of ill health, and failure to do so is automatically unfair under s.98 (4) ERA 1996. The Act represents a significant overhaul of UK employment law, with the most significant changes coming into force on 6 April 2026.

7. PROBATIONARY PERIOD

Amendment: Probationary period reduced from six months to three months.

Explanation: The Employment Rights Act 2026 introduces a significant change regarding probationary periods. Starting from January 2027, the qualifying period for ordinary unfair dismissal will be reduced to six months. This means that from the first day of employment, employees will have the right to claim unfair dismissal after six months, rather than the previous two years. This change emphasizes the importance of the early months of employment for employers and the need for a structured and managed probation period.

Employers should consider implementing a shorter probation period of around three to four months, with a contractual entitlement to extend, to focus managers' attention on performance and reduce the risk of dismissal.

8. TRAINING

Amendment: Inclusion of the following optional clause:

[optional]

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

Explanation: Good practice to have appropriate clause ready in cases of contracts being awarded with this condition.

9. PAY AND BENEFITS

Amendment: Inclusion of the following optional clause:

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

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

Explanation: Standard Green Book terms, usually only applicable to Clerk/Deputy Clerk roles.

10. DEDUCTION OF WAGES

Amendment: Removal of reference to Employment Rights Act 1996

Explanation: Specific clause in the Model contract does not included specific need to reference the Act.

22. DISCIPLINARY PROCEDURES

Amendment: Inclusion of an additional clause:

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

Explanation: Provides more detail/clarity on sanctions.

23. NOTICE

Amendment: Rewording of clause relating to notice required by employer

Explanation: to make it clearer and more succinct. No fundamental notice periods changed.

Amendment: Removal of points ii – ix below as examples of what constitutes gross misconduct.

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.

Explanation: These are outlined in the Council's Disciplinary Policy & Procedures:

24. PAY IN LIEU OF NOTICE

Amendment: New clause included:

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

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

Explanation: Payment in Lieu of Notice (PILON) is an operationally attractive option for employers as it allows an exit to be executed quickly. Used correctly, it supports clean exits and risk control.

25. HEALTH AND SAFETY

Amendment: Removal of wording summarising the Health & Safety policy.

Explanation: No need to repeat Council policy in the terms of employment.

EXISTING

Contract of Employment and Statement of Particulars of Employment

NAME OF EMPLOYER:

Godalming Town Council
referred to as "The Council"

ADDRESS OF EMPLOYER:

107-109 High Street,
Godalming GU7 1AQ

NAME OF EMPLOYEE:

ADDRESS OF EMPLOYEE:

[You are required to inform the Council of any future change of address]

DATE ON WHICH PARTICULARS GIVEN:

DATE OF COMMENCEMENT OF THIS EMPLOYMENT

(Commencement of this contract)

CONTINUOUS SERVICE DATE:

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)

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

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

1. DURATION OF EMPLOYMENT

Your employment under this contract will continue, subject to the remaining terms of this agreement, until terminated by either party giving the other the required notice in accordance with the provisions set out in this contract.

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 Administration Officer.

3. CONTINUOUS SERVICE

You have no previous continuous service for the purposes of entitlements to annual leave, sick pay arrangements, and maternity arrangements, continuous service includes continuous previous service with any public authority to which the Redundancy Payments (Continuity of Employment in Local Government etc.) (Modification) Order 1999 applies.

4. DUTIES

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

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

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

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

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

5. PLACE OF WORK

Your usual place of work will be: **Godalming Town Council Offices, 107-109 High Street, Godalming, Surrey, GU7 1AQ**, 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.

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

During your employment with the Council you may be required to travel on the Council's business (within the United Kingdom) to for example to attend conferences or training courses for the proper performance of your duties under this contract,

6. PROBATIONARY PERIOD

The first 6 months of your employment with us will be a probationary period. During the probationary period, your performance and suitability for continued employment will be

monitored. We may, at our discretion, extend the probationary period and will provide you reasons for doing so.

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

At the end of the probationary period or soon after, your performance will be reviewed, and we will write to you to tell you if your probation has been successful or not. You will remain on your probationary period until you have received this written confirmation. Once the probationary period is successfully completed, you will be confirmed in your role.

7. **TRAINING**

During your employment, we will provide training in relation to **Health & Safety at Work, Manual Handling, WordPress content management system and any other training appropriate to the role.** This training will be paid for by the council. The Council will also provide ongoing training, as identified, to support you in your role.

8. **PAY**

You will be paid an initial salary of £32,597 per annum for a 37-hour working week. Your initial salary grade is SCP20 based on NJC SCP LC2 benchmark range within scale range 18-23.

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

Subject to satisfactory performance, you will progress automatically through the range LC2 in salary scale by annual increments until you reach the maximum salary in the range. Your first increment will be payable from the following 1 April after your first 12 months of employment and thereafter on each 1 April until you reach the maximum of the scale. The Council may withhold an increment if it is considered that performance fell below the level expected, following an annual appraisal, or award an additional increment for exemplary performance if it chooses to do so.

Your salary will be payable monthly in arrears on or about 25th day of each month directly into your bank or building society. 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.

Additional Hours

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 Chief Executive Officer (CEO). 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.

9. **EXPENSES**

The Council will reimburse you when additional expenditure for travel, meals or overnight accommodation is incurred in the performance of the Council's business, provided the expenditure has been authorised in advance, receipted, and approved in accordance with

the Council's expenses policy. You shall abide by our policies on expenses as communicated from time to time.

Mileage payments at the NJC rate in force will be paid if they are approved by the Council.

10. 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.

11. WORKING HOURS

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

Monday - Thursday	09:00 - 17:00 with 30 minutes of unpaid break
Friday	09:00 - 16:30 with 30 minutes of unpaid break

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

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

12. 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.

Consent for other employment will not be unreasonably withheld.

13. PERFORMANCE AND DEVELOPMENT REVIEW

You will receive an annual performance and development review.

14. ABSENCE FOR SICKNESS OR INJURY AND SICK PAY POLICY & PROCEDURE

A copy of the Council's Sickness Absence & Sick Pay Policy and Procedure is available on the Council's website. This policy and procedure is non-contractual.

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

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

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

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

Occupational Sick Pay

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

<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

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

15. HOLIDAY ENTITLEMENT & PAID LEAVE

Your current leave entitlement is 23 days per annum which will increase to a maximum of 28 days after 5 years continuous service, counting from the 1 April following the start of employment of continuous Local Government service, plus two extra statutory days and public holidays.

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

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.

A maximum of 5 days may, in exceptional circumstances, be carried forward from one year to the next with prior written permission from the CEO. You may be able to carry additional days where you have been prevented from taking it in the relevant leave year because you have taken maternity, paternity, adoption, parental or shared parental leave, or if you have been on long term sick leave.

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.

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

Holiday pay is calculated on the basis of your current rate of pay.

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

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

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

16. MATERNITY, PATERNITY, ADOPTION AND PARENTAL ARRANGEMENTS

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

Entitlement to maternity/paternity/adoption/shared parental leave and pay is as set out in the council's leave policy which is available on the council's website <https://godalming-tc.gov.uk/council-policies-procedures/>

17. NOTICE AND OBLIGATIONS ON TERMINATION

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

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

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 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.

18. OBLIGATIONS ON TERMINATION

On termination of your contract with us, you will:

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

19. WORK DURING NOTICE PERIOD / GARDEN LEAVE

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

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

20. PENSION

You will be auto enrolled into the Local Government Pension Scheme. You can choose to 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. Full details of the LGPS can be found at: <https://www.surreypensionfund.org>

21. VEHICLE ALLOWANCES AND COUNCIL PROVIDED VEHICLES

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 vehicle 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.

Provision of a parking permit for a private vehicle is subject to availability and is non-contractual and may, at the absolute discretion of the Employer, be withdrawn or amended at any time.

22. INSURANCE

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.

23. 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 (on the Council's website or available from the CEO). 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, (on the Council's website or available from the CEO).

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

24. 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). If you are unable to resolve your grievance informally, the full grievance procedure is published on the Council's website and is also available from the CEO or Deputy Chief Officer. If you wish to appeal against a disciplinary decision, you should set out your reasons in writing. We will tell you (usually in the disciplinary decision letter) who your appeal should be sent to, and the timeframe for doing that. The procedure is for guidance only and does not form part of the contract of employment and may be amended from time to time.

25. DISCIPLINARY PROCEDURES

You are subject to the Council's disciplinary procedure and rules which are published on the Council's website and are also available from the CEO. 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.

26. 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 complaint's procedure or the grievance procedure but all complaints about discrimination will be recognised however they arise.

27. HEALTH AND SAFETY

You have a duty to ensure the health and safety of yourself and others. You must also co-operate with the Council so that it can comply with its health and safety obligations. You will be given a copy of the Council's Health and Safety Policy, which is also available on the Council's website or from the CEO) you are required to comply with the provisions of that policy as required and to attend Health and Safety training which will be provided.

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.

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.

28. CONFIDENTIALITY

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

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

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

All Confidential Information belongs to us, and you must return it (including copies) to us when requested during your employment or when your employment ends. You will need to confirm that you have safely and securely deleted all versions and copies. We may withhold any salary or other sum due to you until such time as all confidential information has been returned to us.

These provisions on Confidential Information do not affect your right to make a protected disclosure as defined by the *Employment Rights Act 1996* (see our Whistleblowing Policy), or your duty to disclose Confidential Information if the law or a regulatory obligation requires that

29. DATA PROTECTION

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

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

30. 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.

31. COUNCIL PROPERTY

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

You may also be given the use of other facilities owned by the council including mobile phone, laptop/desktop computer and keys/pass card. You must take good care of all Council property that is in your possession and/or under your control and use it for agreed and lawful purposes only. If, because of your misuse or carelessness the property is lost, stolen or damaged, we may deduct from your pay some or all of the cost of repair or a replacement.

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

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

32. REFERENCE DOCUMENTS

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

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

33. CHANGE TO TERMS AND CONDITIONS OF EMPLOYMENT

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

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

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

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

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

Signed on behalf of the Council

CEO

Date

Signed by the Employee

Date

PROPOSED

Contract of Employment and Statement of Particulars of Employment

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

NAME OF EMPLOYER:

Godalming Town Council
referred to as "The Council"

ADDRESS OF EMPLOYER:

107-109 High Street,
Godalming GU7 1AQ

NAME OF EMPLOYEE:

ADDRESS OF EMPLOYEE:

[You are required to inform the Council of any future change of address]

DATE ON WHICH PARTICULARS GIVEN:

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

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

1. DATE AND DURATION OF EMPLOYMENT

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

[Options for temporary appointments]

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

OR

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

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

2. CONTINUOUS SERVICE:

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

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

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

3. JOB TITLE

You are employed in the service of this Council and your appointment is to the post of **[Insert Job Title]**.

4. DUTIES

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

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

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

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

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

5. PLACE OF WORK

Your usual place of work will be: **Godalming Town Council Offices, 107-109 High Street, Godalming, Surrey, GU7 1AQ**, 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.

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

During your employment with the Council you may be required to travel on the Council's business (within the United Kingdom) to for example to attend conferences or training courses for the proper performance of your duties under this contract,

6. WORKING HOURS

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

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

7. PROBATIONARY PERIOD

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

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

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

8. TRAINING

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

[optional]

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

9. PAY AND BENEFITS

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

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

Subject to satisfactory performance, you will progress automatically through the range [x] in salary scale [x] by annual increments until you reach the maximum salary in the range. Your first increment will be payable from the following 1 April after your first 12 months of employment and thereafter on each 1 April until you reach the maximum of the scale. The Council may withhold an increment if it is considered that performance fell below the level expected, following an annual appraisal, or award an additional increment for exemplary performance if it chooses to do so.

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

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

Your salary will be payable monthly in arrears on or about 25th day of each month directly into your bank or building society. 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.

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

Additional Hours

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 Chief Executive Officer (CEO). 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.

10. DEDUCTION OF WAGES

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

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

11. EXPENSES

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

12. HOLIDAY ENTITLEMENT & PAID LEAVE

The Council's holiday year runs from **1st April to 31st March** and your holiday accrues monthly. If your employment starts or ends part way through a holiday year, the Council will pro-rata your entitlement during that holiday year.

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

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.

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

Leave is to be taken in accordance with the Council's leave policy.

A maximum of 5 days may, in exceptional circumstances, may be carried forward from one year to the next with prior written permission from the CEO. You may be able to carry additional days where you have been prevented from taking it in the relevant leave year because you have taken maternity, paternity, adoption, parental or shared parental leave, or if you have been on long term sick leave.

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

Holiday pay is calculated on the basis of your current rate of pay.

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

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

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

13. 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.

Consent for other employment will not be unreasonably withheld.

14. PERFORMANCE AND DEVELOPMENT REVIEW

You will receive an annual performance and development review.

15. ABSENCE FOR SICKNESS OR INJURY AND SICK PAY POLICY & PROCEDURE

You must follow the procedure set out in the Council's Sickness Absence and Sick Pay Policy and Procedure, which is available on the Council's website. This policy and procedure is non-contractual and may, at our discretion, be updated or amended from time to time.

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

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

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

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

Occupational Sick Pay

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

<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

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

16. PENSION

You will be auto enrolled into the Local Government Pension Scheme. You can choose to 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. Full details of the LGPS can be found at: <https://www.surreypensionfund.org>

17. VEHICLE ALLOWANCES AND COUNCIL PROVIDED VEHICLES

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 vehicle 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.

Provision of a parking permit for a private vehicle is subject to availability and is non-contractual and may, at the absolute discretion of the Employer, be withdrawn or amended at any time.

18. INSURANCE

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.

19. 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 (on the Council's website or available from the CEO). 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, (on the Council's website or available from the CEO).

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

20. 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 complaint's procedure or the grievance procedure but all complaints about discrimination will be recognised however they arise.

21. 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). If you are

unable to resolve your grievance informally, the full grievance procedure is published on the Council's website and is also available from the CEO or Deputy Chief Officer. If you wish to appeal against a disciplinary decision, you should set out your reasons in writing. We will tell you (usually in the disciplinary decision letter) who your appeal should be sent to, and the timeframe for doing that. The procedure is for guidance only and does not form part of the contract of employment and may be amended from time to time.

22. DISCIPLINARY PROCEDURES

You are subject to the Council's disciplinary procedure and rules which are published on the Council's website and are also available from the CEO. 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.

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

23. NOTICE

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

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

The Council may terminate your contract without notice or payment in lieu of notice in cases of gross misconduct.

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

24. PAY IN LIEU OF NOTICE

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

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

25. OBLIGATIONS ON TERMINATION

On termination of your contract with us, you will:

- i. Immediately return (or arrange to be collected) all property and information belonging to the Council in your possession or under your control, including but not limited to login details and passwords for internal databases and IT systems or externally held software, apps, databases, websites etc.

- ii. Irretrievably delete any information relating to us which is in your control outside our premises.
- iii. If requested, provide a signed statement that you have fully complied with your obligations under this clause together with such reasonable evidence of compliance that we may request.

26. WORK DURING NOTICE PERIOD / GARDEN LEAVE

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

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

27. HEALTH AND SAFETY

You have a duty to ensure the health and safety of yourself and others. You must also co-operate with the Council so that it can comply with its health and safety obligations.

You will be given a copy of the Council's Health and Safety Policy, which is also available on the Council's website (or from the CEO). You are required to comply with the provisions of that policy as required and to attend Health and Safety training which will be provided.

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.

28. CONFIDENTIALITY

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

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

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

All Confidential Information belongs to us, and you must return it (including copies) to us when requested during your employment or when your employment ends. You will need to confirm that you have safely and securely deleted all versions and copies. We may withhold any salary or other sum due to you until such time as all confidential information has been returned to us.

These provisions on Confidential Information do not affect your right to make a protected disclosure as defined by the *Employment Rights Act 1996* (see our Whistleblowing Policy), or your duty to disclose Confidential Information if the law or a regulatory obligation requires that.

29. DATA PROTECTION

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

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

30. 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.

31. COUNCIL PROPERTY

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

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

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

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

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

32. MATERNITY, PATERNITY, ADOPTION AND PARENTAL ARRANGEMENTS

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

Entitlement to maternity/paternity/adoption/shared parental leave and pay is as set out in the council's leave policy which is available on the council's website <https://godalming-tc.gov.uk/council-policies-procedures/>

33. REFERENCE DOCUMENTS

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

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

34. CHANGE TO TERMS AND CONDITIONS OF EMPLOYMENT

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

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

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

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

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

Signed on behalf of the Council

CEO

Date

Signed by the Employee

Date