



# Saltash Town Council

**Policy/Procedure:**

**Employee Handbook**

**Date of Adoption:**

**May 2021**

This is a Policy or Procedure document of Saltash Town Council to be followed by both Councillors and employees.

Current Status			
<b>Version</b>	01/2021	<b>Approved by</b>	ATM
<b>Date</b>	May 2021	<b>Date of approval</b>	20.05.2021
<b>Responsible Officer</b>	Town Clerk	<b>Minute reference</b>	46/21/22a(iv)
<b>Responsible Committee</b>	Personnel	<b>Review date</b>	As required

Version History			
<b>Date</b>	<b>Version</b>	<b>Author/Editor</b>	<b>Comments</b>
January 2021	Moorepay 01/2021	Moorepay	To staff 02/2021
June 2020	Moorepay 1NEW	Moorepay	New HR Advisors
27 Nov 2019	November 2019	EW/AJT	Adopted

Review Record				
<b>Date</b>	<b>Type of Review</b>	<b>Minute number</b>	<b>Summary of actions</b>	<b>Completed by</b>
Nov 2018	Update	26.1.2018	Updated sections : Alcohol Leave reporting	AJT
Aug 2019	Update	n/a	Updated sections: Leave Style update	AJT
Nov 2019	Update		Addition of policies	AJT
Dec 2019	Policy merge		Adopted policy merged into handbook	AJT
May 2021	For reapproval – new council		No changes – for reapproval new council	AJT

Document Retention	
Document retention period	<b>Until superseded</b>



# SALTASH TOWN COUNCIL

## Employee Handbook 2021

This version (issued February 2021) supersedes all previous editions.

**Edition Dated:** January 2021

# CONTENTS

---

<b>1. Welcome .....</b>	<b>6</b>
About This Handbook.....	6
<b>2. Starting Employment .....</b>	<b>7</b>
Confirmation of Employment .....	7
Job Description.....	7
Misrepresentation .....	7
Right to Work in the UK.....	7
Personal Information and Data Protection.....	7
Probationary Period.....	8
CCTV Equipment.....	9
<b>3. During your Employment.....</b>	<b>10</b>
Adverse Weather/Travel Disruption.....	10
Council Vehicles .....	10
Driving .....	11
Conduct at Work .....	11
Conduct Outside Working Hours.....	11
Dress and Appearance .....	12
Business Attire.....	12
What's Not Acceptable .....	12
Dress Down Days.....	12
Personal Appearance .....	13
Identity Badges .....	13
Friends and Relatives Contact.....	13
Fundraising/Collections .....	13
Gambling/Betting .....	13
General Attendance/Timekeeping.....	13
Ethical Conduct.....	14
Gifts and Hospitality .....	14
Good Faith and Loyalty .....	15
Homeworking .....	15
Housekeeping .....	18
Intranet .....	18
Lost Property .....	18
Media and Public Statements.....	18
Notice Boards .....	18
Outside Interests.....	18
Parking .....	19
Performance Review.....	19
Personal Details .....	19
Personal Mobiles .....	19
Personal Property .....	19
Personal Relationships .....	19

Our Rules.....	19
Private Mail or Deliveries.....	20
Safeguarding for Members of Staff.....	20
Selling and/or Buying Goods .....	20
Stock/Property .....	20
Telephones and/or Tablets.....	21
Work Related Activities .....	21
<b>4. Equal Opportunities and Diversity Policy.....</b>	<b>22</b>
Protected Characteristics.....	22
Recruitment and Promotion .....	22
Your Responsibilities .....	23
As a Service Provider .....	24
Monitoring of Equal Opportunities .....	24
<b>5. Non-Harassment and Non-Bullying Policy .....</b>	<b>25</b>
What is Harassment?.....	25
What is Bullying?.....	25
Your Responsibilities .....	25
Some Examples .....	25
<b>6. Training and Development Policy .....</b>	<b>27</b>
Induction Training.....	27
Career Appraisal .....	27
Development Training .....	27
<b>7. Hours of Work, Pay and Other Benefits.....</b>	<b>30</b>
Business Expenses .....	30
Deduction Procedure.....	30
Hours of Work .....	30
Flexible Working .....	30
Pension Provisions.....	31
Pay .....	31
Time Off in Lieu (TOIL) – Flexible Hours .....	31
<b>8. Annual, Bank and Public Holidays.....</b>	<b>33</b>
Annual Holiday Entitlement.....	33
Calculation of Entitlement.....	33
Carrying Forward Annual Leave .....	33
Christmas Closure .....	33
Holiday Pay .....	33
Holiday Requests.....	33
Late Return.....	34
Payment in Lieu .....	34
Public/Bank Holidays.....	34
Sickness During Authorised Holidays .....	34
<b>9. Health and Safety Policy .....</b>	<b>36</b>
Alcohol and Drugs .....	36

<i>Prescription Drugs, Patent Remedies and Psychoactive Substances</i> .....	36
<i>Business Events and Activities</i> .....	36
<i>Definitions</i> .....	36
<i>Drug and Alcohol Dependency</i> .....	36
<i>Other Colleagues</i> .....	37
<i>Random Checks and Testing</i> .....	37
<i>Testing “For Cause”</i> .....	37
<i>Test Results</i> .....	38
<b>Health and Safety at Work</b> .....	38
<b>Accidents</b> .....	38
<b>Lone Working</b> .....	38
<b>Smoking</b> .....	40
<b>Protective Clothing and Equipment</b> .....	40
<b>10. Sickness/Injury Absence, Payments and Conditions</b> .....	41
Absence - Notification .....	41
Following our Procedures .....	41
Holidays and Long-Term Sickness.....	41
Infectious Conditions .....	41
Light/Alternative Duties .....	41
Medical Report .....	41
Repeated or Continued Absence .....	42
Return to Work.....	42
Return to Work Interview.....	42
Self-Certification .....	42
Seven Days or More Absence .....	42
Sickness and Injury – Triggers .....	42
Sick Pay - Statutory .....	43
Sick Pay – Statutory and Council .....	43
Third Party Claims – Impact on Council Sick Pay .....	43
<b>11. Maternity, Paternity, Adoption and Family Friendly Provisions</b> ...	44
Maternity.....	44
Adoption.....	45
Parental Leave .....	46
Paternity and Arrangements for Partners .....	46
Shared Parental Leave.....	47
Shared Parental Leave “In Touch” Days .....	48
Shared Parental Pay .....	48
Time Off for Incidents Affecting Dependants.....	48
Time Off for Parental Bereavement .....	49
Vouchers for Childcare.....	49
Summary of Provisions .....	50
<b>12. Special Leave</b> .....	51
Bereavement .....	51
Court Attendance as a Witness .....	51
Jury Service .....	51

Public Service .....	51
Time Off for Other Reasons .....	52
<b>13. Data Storage, Email, Internet and Social Networking Policy.....</b>	<b>53</b>
Introduction.....	53
Legal Implications.....	53
Monitoring Email.....	53
Policy Infringements.....	54
Security Rules .....	54
Social Networking.....	54
Using the Internet and Email.....	55
<b>14. Disciplinary Procedure .....</b>	<b>57</b>
Introduction.....	57
General Principles .....	57
Rights of Appeal .....	57
Short Service.....	57
The Key Differences between Capability and Disciplinary Provisions .....	57
The Process We Follow .....	58
<b>15. Capability Procedure.....</b>	<b>60</b>
Introduction.....	60
Capability Provisions.....	60
General Principles .....	60
Formal Procedural Arrangements .....	60
Representation.....	63
Rights of Appeal .....	63
Short Service.....	63
Suitable Alternatives .....	63
The Key Differences between Capability and Disciplinary Provisions .....	63
<b>16. Whistleblowing Policy.....</b>	<b>65</b>
Guiding Principles .....	65
Our Procedure.....	65
Public Interest Disclosures .....	65
Making Malicious Allegations .....	66
Approaching External Organisations .....	66
<b>17. Grievance Procedure .....</b>	<b>67</b>
Introduction.....	67
Our Procedure.....	67
Appeal.....	67
Representation.....	67
<b>18. Redundancy.....</b>	<b>68</b>
Redundancy .....	68
Short Time Working and/or Lay-Off.....	68
<b>19. Leaving the Council .....</b>	<b>69</b>

Notice.....	69
References .....	69
Resignation .....	69
Retirement.....	69
Return of our Equipment/Property .....	70
<b>20. Alterations and Modifications .....</b>	<b>71</b>

## **1. Welcome**

---

We would like to welcome you to Saltash Town Council and we hope that you have a long and enjoyable future with us.

We aim to provide the highest standards of quality and service in all we do and, where possible, we offer development and advancement opportunities to employees with ambition and the ability to do the job.

We all have an important part to play in maintaining an efficient and harmonious workplace, making it a place where we can maximize potential for the benefit of our employees and the Council. We will do whatever we can to ensure that everyone is treated in a fair and consistent manner.

We expect our employees to act with integrity at all times so as to ensure a properly functioning workplace and to maintain our excellent reputation.

### **About This Handbook**

This handbook sets out the information, rules and procedures you will need during your employment with us. It does not form part of your Contract of Employment but has been put in place to ensure that everyone understands what is expected of them. If there are any differences between your Contract and this handbook, your Contract takes precedence.

We review this handbook on a regular basis to ensure that we comply with changes in legislation and (where necessary) company procedures.

This is a Policy and Procedure document of Saltash Town Council to be followed by both Councillors and employees.

Please read this handbook carefully and speak to your line manager if you have any queries.



## 2. Starting Employment

### Confirmation of Employment

You will have received our offer of employment which either had your Contract of Employment attached or, if not, set out brief details of your employment such as your start date, pay, etc.

If you did not receive your Contract with your offer letter, this will be issued to you when you start your employment.

### Job Description

We may issue you with a job description, setting out your duties and responsibilities. Your duties may change from time to time to reflect the needs of the Council or where your role changes. However, if significant changes need to be made, we will consult with you prior to any change taking place.

### Misrepresentation

During our recruitment process, you gave us information regarding such things as:

- Your right to work in the UK
- Your qualifications
- Your C.V. or references
- Your freedom to work for us without breaching a contract you have with someone else
- Your status with regard to relevant DBS (or equivalent) disclosures

Should we find that you have given us misleading or inaccurate information, we will investigate as part of our disciplinary process as, potentially, this is gross misconduct which may lead to termination of your employment.

### Right to Work in the UK

You must tell us immediately if your legal entitlement to work in the UK is revoked, as this may mean that you are unable to remain in our employment.

### Personal Information and Data Protection

During your employment with us we need to obtain, process and retain personal information about you in order to pay you, record sickness absence, holidays etc. We also need this information to fulfil legal obligations such as paying tax or ensuring you receive any statutory payments such as statutory maternity/adoption/paternity pay etc.

Occasionally we may collect and process data such as monitoring the ethnic diversity of our workforce, measure absence levels, check our gender pay gap etc. Where possible, this data will be anonymised or given a pseudonym.

Decisions that affect you personally are always made by appropriate management input and not by relying solely on the automated processing of such information.

Occasionally, personal data can include what are called 'special categories' of information. This is sensitive personal data such as your ethnic origin, religious beliefs, biometric data, health etc. Although information regarding criminal convictions is not a 'special category' we handle it as though it is. We will ensure that processing special category data is necessary for the purpose we have identified and will also see if there is any other reasonable and less intrusive way to achieve that purpose.

We, our representatives or appropriate third parties may need your personal data, including special categories, to fulfil contractual provisions or legal obligations. We may need it to carry out obligations or exercise rights under employment law or we may need it to establish or process a legal claim or assess your working capacity.

We are accountable for the personal data we collect and ensure that we:

- Collect it only for specified, explicit and legitimate purposes
- Process it lawfully, fairly and in a transparent manner
- Confirm it is adequate, relevant and limited to what is necessary for the purpose
- Ensure it is accurate and up to date where necessary
- Keep it in a format which identifies data subjects (employees/workers) for no longer than is necessary
- Process it in a manner that ensures its appropriate security

When you join us, we create a personnel file for you which will contain all documentation relevant to you during the course of your employment eg. application form/CV, offer letter, contract, personal contact information and next of kin. During your employment we will add information to your file such as details of pay changes, training records, appraisal information, disciplinary or grievance outcomes etc.

We only collect and process the minimum amount of personal information which is necessary for each specific purpose. Such data may be collected, processed and retained securely in paper form or electronically on HR systems by ourselves and/or our representatives.

Our HR systems are designed and operate with strict privacy considerations. All information is retained confidentially with strictly restricted access. The data is securely destroyed or erased as soon as the reason for the collection has been completed. In the event of an inadvertent breach of your personal data we will advise you immediately. This applies to breaches of security leading to access of, destruction, loss, alteration or unauthorised disclosure of your personal data.

In the event of a significant breach of your personal data (e.g. by hacking) we will advise you directly. A significant breach is typified as one that would potentially have detriment to your rights or freedoms. In such circumstances we will advise you of the breach as promptly as possible. We may also have to inform the appropriate supervisory authority.

You have the right to access the personal information we hold about you without charge. You should set out in writing what specific information you want to see and pass the request to your line manager. We will respond to you within one month or, if the requests are complex or numerous, we may extend the period by up to two months.

However, we have the legal right to refuse unfounded or excessive requests, especially those which are clearly repetitive. Alternatively, we may charge reasonable fees for administrative costs associated with providing the documentation or for further copies of the same information which has already been provided. Where we do not propose to take any action regarding your request, we will tell you why.

If you believe that the information that we hold is incorrect, please let us know immediately. You may ask us to erase personal data which you believe no longer fulfils its original purpose. We will advise you if we believe there is still a legitimate reason for retaining it. If you have concerns about this, you can raise it with the Office of the Information Commissioner (UK only) or the appropriate supervisory authority if outside the UK.

Where we rectify incorrect or incomplete information, we will also advise any relevant third parties such as HMRC.

### **Probationary Period**

Where the initial period of your employment is probationary, this will be set out in your Contract of Employment.

Probationary reviews are a normal facet of day-to-day management and any criticism will be constructive, aimed at achieving and sustaining improvement to enable you to reach the standards we require. Occasionally, we may extend the probationary period if we feel you need a little more time to reach these standards. It is not appropriate or necessary for you to be accompanied at review meetings.

However, if you do not reach the standards we require, we may terminate your employment at any time during the probationary period or any extended probationary period. In such circumstances, we will confirm in writing how your performance or conduct is not meeting our standards and we will arrange a final review meeting so that we can consider your response. You may be accompanied by a colleague or trade union representative at this meeting.

### **CCTV Equipment**

In order to assist in managing the security of our premises and the safety of the people who work here or visit us, we use CCTV cameras.

Our cameras are clearly visible and, in normal circumstances, will be identified by notices indicating their use. They are not specifically aimed at recording individuals at work and are normally sited in busy areas such as entrances where you would not normally expect privacy.

Our cameras are monitored and if our operators observe any activity which may be deemed as serious misconduct or may put others at risk, we have a duty of care to everyone on site and, therefore, we cannot ignore such action. Should this lead to disciplinary proceedings, the subject of the recording will be allowed to view any footage we intend to submit as evidence so that they may prepare their response.

We will take the necessary action should we find anyone interfering with our CCTV systems; where this is an employee, this may be regarded as gross misconduct, which may lead to dismissal.

In exceptional circumstances, we reserve the right to place covert cameras to detect criminal activity or suspected serious malpractice. In such circumstances, express approval by a senior manager is required and the covert cameras will only be used where a general notice would prejudice detection and will be used for a limited period until our enquiries are over. CCTV footage will only be retained for as long as necessary. Should a crime need to be investigated, we may disclose our recordings to law enforcement agencies.

We do not retain images longer than is necessary and recordings are normally erased or overwritten within thirty days. However, if recordings are used in connection with a disciplinary matter or a statutory enforcement agency uses the images to investigate an offence, the images may be kept for a longer period.

We follow the guidance given by the Information Commissioner's Office in respect of the operation of CCTV equipment. If you are concerned that your image may have been captured inappropriately, you may make a subject access request to us in respect of the recording/usage.

### 3. During your Employment

#### Adverse Weather/Travel Disruption

There may be occasions when unusual/unforeseen circumstances affect your ability to work normally. These include:

- Adverse weather conditions, such as a severe snowfall.
- Disruption to public transport because of strikes.
- Road closures due to accidents or terrorist threats.
- Statutory regulation, government instructions, guidance or measures designed to protect your health or the health of others.

Where appropriate, you should make every effort to get to work but we do not expect you to take unreasonable risks in order to do so. If possible, you should adapt your means of travel, even if this means you will arrive late. In such circumstances, you must telephone your line manager as soon as possible to inform him/her that you will be late or that you are unable to get into work. If the situation improves, you should make every reasonable effort to get to work later in the day.

Dependent upon the circumstances, if you are unable to get to work at all, you may request, or we may suggest that this time be taken as holiday or unpaid leave. However, in some circumstances, you may be able to work elsewhere or from home on such days.

Where conditions worsen while you are at work, a decision may be made that you should leave early. It may also be necessary to cancel work on the following day(s) if it is perceived that there is a risk to your or other people's health and safety.

Where there is the potential for the disruption to persist, we will advise you as quickly as possible of any contingency arrangements we intend to implement. In exceptional circumstances, we may be forced to advise you that work cannot take place at all. This is normally for health and/or safety reasons and may be by third party decision; for example, a dangerous building may be closed by the local authority; the police may make an area a crime scene; compulsory measures to control infection, disease or an epidemic may result in premises having to close.

Such matters are often entirely beyond our control. We may have to send you home or advise you not to come to work at all.

With very short-term situations, we will consider whether we can continue to pay you normally. If we do, we can require you to make up lost hours. Such hours do not attract additional remuneration or premia payments.

Where such circumstances continue for a longer period, we may have no alternative but to invoke lay-off or other measures.

Any special circumstances will be dealt with on an as and when basis.

Anyone found to be abusing this policy will be liable to disciplinary action, which may include dismissal.

#### Council Vehicles

If a Council vehicle is provided to you as part of your contract of employment or you are required to drive a Council vehicle as part of your job, it is your responsibility to take care of the vehicle, keeping it in a clean and roadworthy condition. You should report any damage or fault immediately. The Council will arrange for appropriate maintenance or servicing to be carried out. If you incur any reasonable expenses in connection with the vehicle then these will be reimbursed, but you must check with your Line Manager and comply fully with our expenses policy. The Council will not be obliged to reimburse any expenses incurred without authorisation.

Any personal use of a Council vehicle is at the sole discretion of the Council and must in any event be kept within reasonable limits. Your Line Manager may at any time instruct you not to use – or to cease using - a Council vehicle for private purposes.

If you have possession of a Council vehicle overnight or at the weekend, then you must ensure that it is securely parked in an appropriate location. In general, Council equipment should not be left in a vehicle overnight. Where this is unavoidable then you must ensure that the vehicle is parked in a locked garage. If this is not possible then you should discuss appropriate parking and security arrangements with your Line Manager.

### Driving

Where driving is required as part of your job, it is your responsibility to ensure that you are legally qualified to drive.

Licences will go through the Council inspection procedure which requires us to check individual licences once a year with the DVLA, or as otherwise requested. The Council will require you to share your driving licence information by supplying it with your driving licence number and a check code provided by the DVLA. If you receive any points on your licence you must inform the Council of this immediately.

If you use your own vehicle to drive on Council/work-related business, it is your responsibility to arrange to be insured for that business use. The Council may require you at any time to allow a copy of your insurance and any MOT test certificate to be made and kept in its records.

You are responsible for any driving offences committed while driving as part of your duties, including any parking fines. Dangerous, careless, inconsiderate or aggressive driving as well as causing a risk to others can be damaging to the Council's reputation and can amount to gross misconduct. If you are banned from driving for any reason, the Council is not obliged to find alternative work for you and may choose to dismiss you if the ban renders you incapable of performing your duties as required.

You should never use your mobile phone while driving on Council business unless you do so on a properly installed hands-free system and traffic conditions mean that it is safe to do so. In most cases, it would be preferable to make any calls when the vehicle is stationary.

Any journey carried out on Council business must be scheduled in such a way as to allow adequate rest breaks – usually one break of 15 minutes for two hours of driving. Where possible, driving on Council business should be avoided either late at night or very early in the morning and employees should not be required to undertake a return journey of more than three hours after a full working day. An overnight break should be taken if necessary, to avoid driving when excessively tired. This should, of course, be arranged with your Line Manager in advance.

Safety is the Council's prime responsibility and you should not be required to compromise safety in any way when driving on Council business. If you are concerned about any driving requirements you may have, then you should discuss these with your Line Manager and appropriate arrangements will be made to ensure that any work-related journey can be completed safely.

### Conduct at Work

Whilst at work, we expect you to conduct yourself in a reasonable manner towards other employees and anyone who may attend our premises. We also expect you to follow reasonable instructions or requests issued by those authorised to do so.

We expect you to arrive at work in plenty of time to be able to start work at your given start time and to ensure that you concentrate on achieving your daily work objectives.

### Conduct Outside Working Hours

Whilst we do not intend to intrude into your interests or activities outside working hours, we do not expect you to be involved in any activity which may result in:-

- Adverse publicity to our organisation

- Us questioning your integrity
- Preventing you from performing your duties to our satisfaction
- Preventing us from meeting our legal obligations.

If this did occur, we may investigate and take disciplinary action, which may lead to termination of your employment.

### **Dress and Appearance**

We expect you to project a professional image at all times. Therefore, your appearance, personal hygiene and what you wear at work are all extremely important. In any event, you should always be smartly dressed in clean and tidy clothing which is appropriate for your role.

We recognise the positive impact of diversity within our workforce. In particular, we are sensitive to the potential influence of culture, religion, disability, gender and sexuality on dress and appearance. We principally measure our dress and appearance standards by strategic considerations such as health and safety, security, hygiene and professional reputation. We will consider varying or adapting normal expectations where this would be appropriate. However, variations must not compromise our overall objective of projecting an acceptable, professional image.

We expect you to use common sense with your clothing. However, if you are unsure whether a particular item of clothing is acceptable, please check with your manager before you wear it. If we feel that something you wear is inappropriate, we may ask you to return home to change. In such circumstances, the cost of returning home is your responsibility and we will expect you to make up any time lost.

### **Business Attire**

In office environments, or where you will be meeting clients, customers, suppliers or members of the public, you will normally be required to wear formal business attire.

We consider business attire to be:

- A business suit
- A smart jacket/blazer plus co-ordinated trousers/skirt (or a suitable dress)
- A smart blouse/shirt (with or without complementary tie, scarf or other suitable neckwear)
- Suitable hosiery/socks
- Clean, well maintained and appropriate footwear

### **What's Not Acceptable**

Please do not wear anything that is too casual or inappropriate for a work environment. It is important that you always maintain a professional image when working. To guide you, items we normally deem unsuitable to wear for work include:-

- Clothing that gratuitously reveals underwear
- Denim of any description.
- Shirts/tops featuring inappropriate or offensive slogans or images
- Shorts and excessively brief skirts or dresses
- Sportswear, football shirts and track-suits
- Trainers, boat shoes, 'flip-flops' or open sandals
- Vests, cropped, 'spaghetti'-strapped or halter neck tops.

### **Dress Down Days**

We may relax our normal dress code where there are informal 'dress down days' or fancy-dress charity appeals. However, if meetings are scheduled on such days, you may still be required to maintain our dress code.

### **Personal Appearance**

Beards, moustaches and side-burns must be neat and well maintained. Please do not come to work unshaven or with “designer stubble”.

Hair should be neat, tidy and well groomed. We do not allow extreme cuts or colours.

Jewellery should be discreet and not excessive or unconventional.

Perfume should be lightly applied.

During working hours please cover tattoos, henna decorations or unconventional body art that would otherwise be visible. Remove visible facial piercings and jewellery, other than modest earrings.

You should not wear badges, clothing or jewellery featuring images, insignia, messages or slogans that may cause offence.

### **Identity Badges**

We will supply you with an identity badge which you must wear (or carry with you) at all times when working. You must also carry your identity badge with you if we require you to work at other locations, activities or events.

### **Friends and Relatives Contact**

Please ask friends and relatives not to visit you at work except in the case of emergency.

### **Fundraising/Collections**

You must seek prior permission before you make any collection or undertake fundraising on our premises.

### **Gambling/Betting**

All unauthorised forms of gambling/betting are forbidden on our premises, whether during or outside of working hours.

### **General Attendance/Timekeeping**

We expect you to arrive at work in time to be at your work-station at your official starting time.

You must observe any time recording procedures which may be in place. Unacceptable levels of timekeeping and attendance may result in disciplinary action.

If you are going to be late, you must contact your line manager as soon as possible or before your normal starting time to inform him/her of your proposed arrival time.

If you are sick, delayed when returning from holiday, have a domestic emergency etc. you must inform us immediately. If you cannot do this in person, you must arrange for someone else to contact us as a matter of urgency. You will be expected to provide any necessary evidence to support your absence eg. a medical certificate.

If personal or domestic circumstances make it difficult for you to attend work on time, then you should discuss this with your line manager. In some cases, the Council may be able to accommodate a reasonable need for flexibility, but this will be subject to the needs of the organisation and the need to avoid placing an unfair burden on your colleagues (see Section 7).

The Council may ask you to record your arrival and departure times and may keep such records of your working time as it thinks appropriate. Deliberate failure to record time may be treated as gross misconduct.

Absence from work without good cause, or failure to notify us of your absence are potentially disciplinary matters and, in some cases, may be classed as gross misconduct. Following investigation, the normal penalty for gross misconduct is dismissal.



If you need to leave work before your normal finishing time, you must obtain permission from your line manager before you leave.

### **Ethical Conduct**

The Council aims for the highest possible standards of ethical conduct in all of its activities and expects the conduct of individual employees to reflect this. Dishonesty of any kind will be treated as a serious matter, which may amount to gross misconduct and therefore to dismissal without notice.

### **Gifts and Hospitality**

The Bribery Act 2010 makes it an offence to offer, promise or give a bribe. It is also an offence to request, agree to receive or accept a bribe.

A bribe is “a financial or other advantage offered or requested with the intention of inducing or rewarding improper performance of a relevant function or activity”. It also applies where you “know or believe that acceptance would constitute improper performance of a function or activity”.

It is our policy to conduct our activities in an open, honest and transparent way. We do not condone the use of corrupt practices or acts of bribery to obtain an unfair advantage. We adhere to the highest ethical standards and this is reflected in every aspect of the way in which we operate.

All gifts and hospitality given or received, of whatever value, must be entered in the Register kept by the Town Clerk.

You must be alert to attempts to influence you inappropriately or to engage in/facilitate bribery. This is especially relevant to those procuring goods or services or dealing with third parties on our behalf. For instance, you may be offered excessive hospitality or gifts to facilitate business dealings. If you are unsure about when and what levels of hospitality are acceptable, please check with your line manager before accepting anything.

You must not seek or accept any inducement designed to influence you inappropriately in the performance of your role.

Do not seek or accept money, gifts or other rewards from customers, suppliers, any other person or organisation with whom we do (or might develop) business. This avoids any misunderstandings or allegations of impropriety. It is important you do not act inconsistently with our standards or, however inadvertently, impugn our integrity. Accepting a gift which influences or seems to influence your actions or decisions on our behalf may do this.

You may accept small, genuine tokens of appreciation or gratitude. However, they must be proportionate, reasonable and with a value of £25 or less and you must always declare them to your line manager. Acceptance of hospitality, such as lunch or drinks receptions, should be kept within common sense limits and should always be authorised by your Line Manager. Offers of hospitality to others must always be authorised by your Line Manager. You must not treat the person/organisation that provides such gifts more favourably than our other clients/suppliers, etc. If you are unsure if the gift is acceptable or if you feel that refusal of the gift or hospitality might cause a difficult situation, check with your line manager first. Similarly, check with your line manager if you are at all unsure about any business gift or hospitality you intend to offer.

You may also be instructed to return any gifts which your Line Manager considers to be inappropriate, or to refuse to accept hospitality from a particular supplier or potential supplier. Failing to obey such an instruction will be treated as misconduct.

This policy does not apply to promotional items such as stationery or pens with a logo or company name, provided the items have no significant monetary value.

We are committed to this policy and take a "zero tolerance" approach to any act of bribery or corruption by a member of staff. We view breaches as serious misconduct which, following investigation, may lead to



disciplinary action. The sanction may include summary dismissal if we believe your action amounted to gross misconduct.

### Good Faith and Loyalty

The employment relationship is one built on trust and we all have a mutual interest in making the relationship a success. The Council has a duty to provide reasonable support to employees and employees have a duty of good faith towards the Council.

In practice this means not doing anything that undermines the Council's position by acting against its interests or undermining the Council's standing with the people of Saltash, other authorities and fellow employees.

### Homeworking

Saltash Town Council support homeworking in appropriate circumstances either occasionally (to respond to specific circumstances or to complete particular tasks) and in some cases on a regular (full or part-time basis). In addition, occasional or permanent homeworking can, in certain circumstances, be a means of accommodating a disability and can be requested as a means of flexible working under our Flexible Working Policy.

This policy sets out how we will deal with requests for homeworking, and conditions on which homeworking will be allowed. If you are allowed to work from home, you must comply with this policy.

This policy does not form part of your contract of employment and we may amend it at any time.

### Homeworking Arrangements

There are a number of circumstances in which the ability to work from home on an occasional or temporary basis may be of benefit to you:

- when a dependant becomes unwell or arrangements for their care break down at short notice;
- when, despite being fit to work, travelling to the office is difficult (for example, due to recovery from an injury such as a broken leg);
- when public transport has been disrupted (for example by the weather or by a strike, that affects your travel arrangements); or
- when a quiet, uninterrupted work environment will assist in dealing with a backlog of administrative tasks or in writing reports to a deadline.

In these circumstances working at home can be authorised by your Line Manager where, in their opinion:

- you have work that can be undertaken at home; and
- working at home is cost-effective and any increase in work that may be passed to your colleagues as a result is kept to a minimum.

Your Line Manager will, where necessary, liaise with the Town Clerk to confirm arrangements.

You may want to vary your working arrangements so that, either permanently or for a fixed period, you work from home for all or part of your working week. Any request to work from home must meet the needs of our business as well as your needs.

### Applying for Homeworking

After successful completion of your probationary period, you can make an application for homeworking which will be considered on its merits. However, not all roles and not all jobs are suitable for homeworking.

A request for homeworking is unlikely to be approved, on either an occasional or permanent basis if:

- you need to be present in the office to perform your job (for example, because it involves a high degree of personal interaction with colleagues or third parties or involves equipment that is only available in the office);
- your most recent appraisal identifies any aspect of your performance as unsatisfactory;
- your Line Manager has advised you that your current standard of work or work production is unsatisfactory;
- you have an unexpired warning, whether relating to conduct or performance; or
- you need supervision to deliver an acceptable quality and/or quantity of work.

If you wish to apply to work from home, you will need to be able to show that you can:

- work independently, motivate yourself and use your own initiative;
- manage your workload effectively and complete work to set deadlines;
- identify and resolve any new pressures created by working at home; and
- adapt to new working practices including maintaining contact with your Line Manager and colleagues at work.

To be considered for homeworking you must submit a written application to your Line Manager. Your application must state:

- why you consider your job to be suitable for homeworking and how you meet the criteria for homeworking set out in detail;
- whether you wish to work from home on a permanent basis or for a fixed period. In either case you should state the date from which you wish the arrangements to start and, if you wish to work from home for a fixed period, the date on which you want the arrangements to finish. You should try to give us as much notice as possible and, in any event, make your application at least 2 weeks before your proposed start date so that your request can be considered;
- whether you wish to work from home for all or part of your working week and, if only part, which days you propose to work from home;
- how you would organise your work from home including how you would ensure the security of documents and information, where appropriate;
- the extent to which you could be available to come to work on days you are proposing to work from home if needed, for example to cover if colleagues are off sick, to cope with high or unexpected levels of work or to attend meetings or training days;
- if different from your current hours of work, the hours of work that you propose apply when you are working at home; and
- how you envisage maintaining contact with your Line Manager, how your work will be set and progress monitored.

It may assist your application for homeworking if you first discuss your proposal with your Line Manager informally. This may identify potential problems with your application, such as a need to be in the office on occasions you had not considered, which your application can then address.

In considering your application your Line Manager and/or the Town Clerk may invite you to a meeting to discuss your proposals.

We may also ask for you to agree to a home visit in order to carry out a risk assessment, install or service equipment, or to reclaim equipment on termination of your homeworking arrangement.

We will try to respond to your request within 2 weeks of your request.

If your request is refused, we will give you written reasons for the refusal. If you are not happy with the decision you may appeal in writing to the Personnel Committee.

If your application is accepted the agreed arrangements will be recorded in writing and may be subject to a trial period.

Any terms on which it is agreed that you may work from home will include the following:

- We reserve the right to terminate the homeworking arrangements, for example if your role changes such that homeworking is no longer suitable, subject to reasonable notice. If you want to terminate your homeworking arrangement, you must notify your manager in the first instance. We will only be able to accommodate your request if there is sufficient office space and a suitable desk for you.
- You will be subject to the same performance measures, processes and objectives that would apply if you worked at our premises.
- If you receive an unsatisfactory grade in an appraisal or are subject to a verbal or written warning for any reason your homeworking arrangements may be terminated immediately, and you will be expected to return to work at our premises.
- Your Line Manager will remain responsible for supervising you, will regularly review your homeworking arrangements and take steps to address any perceived problems. They will ensure that you are kept up to date with circulars and information relevant to your work.
- You agree to attend the office or other reasonable location for meetings, training courses or other events which we expect you to attend.
- You understand that when you do attend the office, you may have to hot desk or share a desk with someone else.
- Working at or from home may affect your home and contents insurance policy, mortgage, lease or rental agreement. You must make any necessary arrangements with your insurers, bank, mortgage provider or landlord before commencing homeworking.

### *Working at Home: Equipment*

The Council will provide any equipment that we consider you reasonably require to work from home which will remain STC property. We will make all necessary arrangements for and bear the cost of installing and removing equipment from your home. Where equipment is provided you must:

- use it only for the purposes for which we have provided it;
- take reasonable care of it and use it only in accordance with any operating instructions and our policies and procedures; and
- make it available for collection by us or on our behalf when requested to do so.

The Council are not responsible for associated costs of you working from home including the costs of heating, lighting, electricity or telephone calls.

### *Working at Home: Data Security and Confidentiality*

All equipment and information must be kept securely. You should take all necessary steps to ensure that private and confidential material is kept secure at all times. Your Line Manager must be satisfied that all reasonable precautions are being taken to maintain confidentiality of material in accordance with our requirements and GDPR.

You may only use equipment which has been provided by or authorised by us. You agree to comply with our instructions relating to software security and to implement all updates to equipment as soon as you are requested to do so.

You confirm that you have read and understood our policies relating to computer use, electronic communications and data security and that you will regularly keep yourself informed of the most current version of these policies.

If you discover or suspect that there has been an incident involving the security of information relating to the company, clients, customers or anyone working with or for the company, you must report it immediately to your Line Manager.

### *Working at Home: Health and Safety*

When working at home you have the same health and safety duties as other staff. You must take reasonable care of your own health and safety and that of anyone else who might be affected by your actions and

omissions. You must when required attend office health and safety courses and undertake to use equipment safely.

We retain the right to check home working areas for health and safety purposes. The need for such inspections will depend on the circumstances including the nature of the work undertaken.

You must not have meetings in your home with customers and must not give customers your home address or telephone number.

You must ensure that your working patterns and levels of work both over time and during shorter periods are not detrimental to your health and wellbeing.

You must use your knowledge, experience and training to identify and report any health and safety concerns to your Line Manager.

When you are working at or from home you are covered by our accident insurance policy. Any accidents must be reported immediately in accordance with our Health and Safety Policy.

### Housekeeping

Please make sure your individual work area is always neat and tidy. Kitchens, utensils, vending areas, rest room facilities etc. should be left clean and tidy at all times.

### Intranet

You will have access to our intranet where you can find useful information about our organisation, its progress and future developments. Please access it as frequently as you need to perform your role effectively.

### Lost Property

Please report any item of lost property to Management immediately. Similarly, please hand any item you find to your line manager. We will then attempt to locate the owner.

### Media and Public Statements

You must not make public statements or communicate with the media about any matter relating to our organisation.

You must obtain permission before agreeing to give any lecture, media interview or to publish any article or comments. You must not supply information without approval (whether in writing or electronically) which in any way impacts upon our organisation.

This extends to comments you make or images you upload to blogs and social networking sites such as Instagram, SnapChat, Tik-Tok, Facebook, You Tube, Twitter, WhatsApp or *any* other social networking site that you may use.

### Notice Boards

We provide notice boards to inform you of various aspects of our activities. You may seek permission from your line manager to post non contentious items of interest on these boards.

### Outside Interests

Normally, we will not object to you taking other employment or voluntary activities, providing you request permission first. However, you must not engage in other activity, paid or unpaid, which interferes with performing your role. In addition, we do not allow you to take another job which would compete or conflict with us, or which may adversely reflect on our organisation.

Where we give you permission to take an additional job, you must notify us of all the hours you work. We need this information to make sure that you stay within the limit set out in the Working Time Regulations.

You must not use our facilities or materials or undertake work for others during your working hours. You must always obtain specific approval in advance and this will only be agreed in exceptional circumstances.

We regard infringements as a serious breach of our rules which may, following investigation, lead to your dismissal.

### Parking

If you park your vehicle on or around our premises you do so at your own risk. We accept no liability for any loss or damage caused.

### Performance Review

We monitor performance on an on-going basis. This enables us to identify minor issues which we can rectify promptly by retraining or informal counselling. Our Managers take a positive approach to problem solving and efficiency improvements.

We will formally review your performance if informal mechanisms are unsuccessful and volume or quality of work remains unacceptable. This may be by reference to your targets or include general comparison with other employees. Review may lead to referral to our capability or disciplinary procedure as appropriate. We will always consider whether training, mentoring or other support mechanisms may assist you.

### Personal Details

Please inform us of changes in your personal circumstances e.g. new address, telephone number, next of kin. It is important such information is up to date so that we can make contact in an emergency. This may include contact outside of normal working hours should there be an urgency to do so.

Please ensure that you inform the person whose details you have given us as an emergency contact is aware that we may contact them.

### Personal Mobiles

If you bring your personal mobile into work, you should keep it switched off or on silent during working hours. If your mobile is on silent during working hours, please do not use it for playing games or for browsing the internet; please use it only during authorised breaks unless specifically authorised by your line manager.

Failure to adhere to this rule will lead to disciplinary action.

### Personal Property

We cannot accept liability for loss or damage to personal property you bring onto our premises. Therefore, please do not bring valuable personal items to work or leave anything unattended or overnight on our premises.

### Personal Relationships

Employees who work together may form friendships and, in some cases, close personal relationships. As a general rule, we do not wish to interfere with your personal friendships and relationships. However, you must continue to behave in an appropriate, professional and responsible manner, fulfilling your role diligently and effectively. We aim to strike a balance between your right to a private life and our right to protect our organisation's interests. To achieve this, we have introduced the following rules.

### Our Rules

If you embark on a close personal relationship at work, whether with a colleague, client, customer, supplier, contractor etc.:-

- You should advise your line manager if you embark on a relationship
- You must not allow your relationship to influence your conduct at work
- You must not behave intimately during normal working hours whether on our or client premises

If you are a manager and start a relationship with a more junior employee, inform your own manager immediately. This is particularly important if you are the employee's line manager. Otherwise, others may think the junior employee is treated more favourably. If the relationship subsequently breaks down, you must ensure that you don't treat anyone less favourably. We may transfer one or both of you, temporarily or permanently. In such circumstances, we will consult with you both to try and reach agreement on the measure(s) to be taken.

If you begin a relationship with a client, supplier, contractor etc. you must inform your line manager immediately. Otherwise, others may perceive that this potentially allows abuse of your role, responsibilities or level of authority. In such circumstances we may transfer you to a different job where any risk is removed or minimised, either temporarily or permanently. We will consult with you first to try and reach agreement on the measure(s) to be taken.

If we discover that you treated the other employee more or less favourably, this may lead to disciplinary action. We may also take action if you exercise inappropriate influence over our relationship with a client, supplier, contractor etc. Depending on the seriousness of your actions, this may amount to gross misconduct and could result in summary dismissal.

We cannot allow a personal relationship (or the breakdown of the same) to affect your performance or conduct at work. If this happens, your line manager will speak to you with the aim of restoring normal performance or conduct. Where performance or conduct fails to improve, or reverts to a problem level, we may implement our disciplinary or capability procedure.

### **Private Mail or Deliveries**

Please do not post your private mail at our expense unless you have been given specific permission to do so. We will open all mail we receive. This includes any items which have been specifically addressed to you unless you have been given authorisation to have private mail or online purchases sent “care of” our organisation.

### **Safeguarding for Members of Staff**

The Council is committed to protecting its staff and recognises that on rare occasions members of staff may be the subject of malicious accusations or allegations by members of the public either face to face, third hand, social media or by a direct report to the Council.

Should you receive or be aware of an allegation or accusation you should report it immediately to your Line Manager if it is made by other means to the Council your Line Manager will contact you if necessary, regarding the matter.

If in doubt as to the advice to be given or how to deal with the matter you should contact the Town Clerk.

### **Selling and/or Buying Goods**

You must not buy and/or sell goods of any kind on our premises without authorisation from management. This applies during and outside of working hours; whether on your own behalf or for others.

### **Stock/Property**

You must not remove our property from our premises without approval. In addition, you must only use it for the work purpose intended, not for your own personal gain or use.

You must report any damage or loss of our property, goods or equipment to your Manager immediately. Our property includes, but is not limited to, cash, stock, fixtures and fittings, samples, personal computers, telephone equipment and vehicles.

We will investigate and may take disciplinary action if the loss or damage was caused by your carelessness, negligence, not following procedures or other, wilful act.

You may also be liable to pay our reasonable costs to make good our losses for such items, the costs incurred for any equipment we may need to hire or where we have to reimburse a third party. If we claim against our insurers for repair or replacement or other losses incurred, you may be required to pay any insurance excess that accrues.

Should this be necessary, we will advise you in advance, in writing, of the amount we will recover from your pay or other monies owing.

### Telephones and/or Tablets

Our telephones are for business use only; prior permission must be obtained before making personal calls. We will only consider permission if the call is of an urgent/essential nature.

Where we issue mobile telephones and/or tablets, they are issued for business purposes and should not be used for personal calls or sending personal text messages/email. Where you do so, you are liable for the cost of personal calls/messages/email/data usage and you may also face disciplinary action.

### Work Related Activities

If you attend work-related activities outside working hours please conduct yourself in an appropriate, mature and responsible manner. These activities include our and/or our clients' social events. Do not do anything that may harm this organisation or bring it into disrepute. Examples of unacceptable behaviour include:-

- Drunkenness
- The use of illegal drugs
- Unwelcome familiarity or harassment
- Violence or threats of violence
- Serious verbal abuse

Infringements are subject to disciplinary investigation and action. We may consider such behaviour to amount to gross misconduct which may lead to summary dismissal.

## 4. Equal Opportunities and Diversity Policy

We acknowledge the multi-cultural and diverse nature of the UK workforce and society in general. We therefore promote a working environment in which diversity is recognised, valued and encouraged. We are committed to principles of fairness and mutual respect where everyone accepts the concept of individual responsibility. It is therefore your responsibility to make sure you observe and adhere to this policy at all times. We view any breach seriously and **will** investigate, taking disciplinary action where necessary. This may include dismissal in instances which we consider to be gross misconduct.

We recognise that discrimination in the workplace in any form is unacceptable and, in most cases, unlawful. Our policy seeks to ensure job applicants and employees are treated fairly and without favour or prejudice. We are committed to applying this throughout all areas of employment including recruitment and selection, training and development, benefits, rewards and promotion, dealing with grievances and disciplinary issues.

We also recognise that equality of opportunity is best achieved by day to day commitment throughout the Council and we offer support and training, where necessary, to achieve and maintain this.

We review our policy regularly and will update it when necessary.

### Protected Characteristics

No job applicant, employee or anyone our organisation deals with, receives less favourable treatment because of their protected characteristics which are:-

- Age
- Disability
- Gender Reassignment
- Marriage and Civil Partnership
- Pregnancy and Maternity
- Race (including colour, nationality, ethnic or national origin)
- Religion or Belief
- Sex
- Sexual Orientation

### Recruitment and Promotion

The selection methods we use for recruitment and promotion are related to the requirements of the job. We do not seek irrelevant qualifications, experience or skills. Applicants for employment are short-listed/selected solely on the basis of their assessed capability for the role.

### ***Our Recruitment and Employment Principles***

We abhor recruitment based on harbouring or transporting people into situations of exploitation through violence, deception or coercion. We condemn employment practices in which people are subjected to servitude or forced to work against their will.

We embrace principles supportive of equal treatment without discrimination and with the protection of employment law for all staff. They are broadly based on those developed by the United Nations, International Labour Organisation, Institute for Human Rights and Business and the Ethical Trading Initiative.

We treat all staff equally; without discrimination and with respect for their human rights. All staff enjoy the protection of relevant UK law in respect of their employment.

In particular:-



- We bear the full costs of recruitment and do not charge staff fees for hiring, placing or promoting them.
- We provide written contracts of employment to all staff as required by law. These documents explain everything in a clear and transparent way.
- We support the right to seek, obtain and hold employment without discrimination and with complete respect for dignity.
- We do not coerce anyone to work for us. When you choose to work for us you do so voluntarily.
- You must prove your entitlement to work in the UK. However, we do not hold or retain original passports, identity documents or residency papers. You should retain such documents personally.
- Everyone is paid regularly, in accordance with their terms and conditions. Pay rates always meet or exceed the UK legal minimum and we provide a written summary of pay and deductions (pay slip) on every occasion.
- Working hours and rest breaks always meet UK law. Details are set out in your Contract of Employment.
- Everyone has the right to join or not join a trade union at their complete discretion.
- We provide safe and decent working conditions with suitable training as necessary. Our operations comply with or exceed statutory health and safety standards.
- We provide formal grievance provisions through which staff are free to lodge a work-related complaint or raise a matter of concern.
- We do not impede anyone's freedom of movement or their opportunity to seek employment elsewhere.
- We do not use child labour. UK law governs the work of any young person we employ.

### **Our Supply Chain**

We also encourage our suppliers to endorse such principles to demonstrate their opposition to human trafficking and modern-day slavery.

### **Your Responsibilities**

Each and every one of us (Councillors and employees) is responsible for the success of this policy and we expect you to observe this policy at all times. We also expect you to make a positive contribution towards maintaining an environment of equal opportunity throughout the Council.

You have individual responsibility to comply with the following:

- Do not take unlawful discriminatory actions or decisions contrary to the spirit of this policy
- Do not discriminate against, harass, abuse or intimidate anyone on account of their protected characteristics
- Do not place pressure on any other employee to act in a discriminatory manner
- Resist pressure to discriminate placed on you by others and report such approaches to an appropriate Manager
- Co-operate when we investigate, including providing evidence of conduct which may amount to discrimination
- Co-operate with any measures introduced to develop or monitor equal opportunity

Discrimination is not just treating one person less favourably than another. It can take place because:-

- Someone associates with a person with a protected characteristic
- Someone is believed to possess a protected characteristic (even though they don't)
- Something particularly disadvantages people who share a protected characteristic more than others

We expect you to treat, and be treated by, other employees and the people our organisation deals with considerately and with respect.

If you feel subject to discrimination, make clear to the individual concerned that you find it unacceptable. Face to face discussion at an early stage may be enough to resolve it without involving anyone else. Alternatively, seek the help of a trusted colleague and ask them to approach whoever has caused you offence.

If the behaviour continues, or you consider an instance to be particularly serious, please implement the grievance procedure. We assure you that grievances will be dealt with promptly and in a discreet and caring manner.

Should you feel an individual grievance is not appropriate to the situation, you may consider using our confidential reporting procedure.

### **As a Service Provider**

Saltash Town Council will:

- Strive to ensure that all services provided by, or on behalf of, the Council are made accessible to all individuals and groups equally and without discrimination;
- Treat all service users with respect; actions, behaviours and attitudes should consistently demonstrate respect for the dignity and worth of an individual;
- Wherever appropriate, work in partnership with other agencies in the area, including the Unitary Council, voluntary groups and community organisations to promote equal opportunities;
- Ensure that all contractors directly supplying goods and services or executing work for, or on behalf of, the Council will comply with this Council's stated policy on equal opportunities;
- Provide training for all staff in equal opportunities awareness and customer care, emphasising equality of treatment in service delivery;
- Ensure that no member of the public is disadvantaged, or treated less favourably than others, in terms of access to Council services. Where the Council's practice, policy or procedures are found to make access impossible or unreasonably difficult, we will take such steps as are reasonable in the circumstances to change these practices, policies or procedures;
- Ensure that, wherever practical, all public buildings and premises owned or managed by the Council are accessible to all. Where this is impractical in the short-term, we will provide reasonable alternative methods of access so that no member of the public is disadvantaged by physical barriers;
- Recognise the importance of communication in attaining equity and quality services which are responsive to the needs of all local people, for example through the provision of information in large print and on audio tape on request;
- Comply with all relevant legislation relating to discrimination and equity.

### **Monitoring of Equal Opportunities**

The Council's Personnel Committee will have responsibility for the implementation and monitoring of the policy as it applies to Saltash Town Council as an employer, involving staff as appropriate in the monitoring process.

The Council's Policy and Finance Committee will have responsibility for implementing and monitoring the policy as it applies to Saltash Town Council as a service provider, involving local community and voluntary groups in the monitoring process.

Complaints from staff about discrimination or unfair treatment will be dealt with as laid down in the Council's Grievance Procedures.

Complaints from members of the public about discrimination or unfair treatment will be dealt with through the Council's Complaints Procedure.

## 5. Non-Harassment and Non-Bullying Policy

We support your right and opportunity to seek, obtain and hold employment without discrimination and with respect for your dignity.

Harassment and/or bullying in the workplace is unacceptable in any form and is unlawful. We are committed to providing a working environment which is harmonious and acceptable to all. This also applies to the people our organisation deals with.

### What is Harassment?

Harassment is “unwanted conduct related to a relevant protected characteristic, which violates an individual’s dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment for that individual”.

Harassment is not only unacceptable language or behaviour which causes the recipient to be embarrassed, offended or threatened. Someone may complain about a particular behaviour that they find offensive, even though it was not directed at them. Neither does the person complaining need to possess the protected characteristic. It may also be behaviour directed at someone who associates with a person who has a protected characteristic or because they are believed to possess a protected characteristic (even if they don’t).

### What is Bullying?

Bullying may be characterised as “offensive, malicious, intimidating or insulting behaviour”. It can be an “abuse or misuse of power through means that undermine, humiliate, denigrate or injure the recipient”.

### Your Responsibilities

It is your duty to treat people with respect; appreciating their feelings and considering their well-being in what you say or do. What may be acceptable to one person may upset and/or intimidate another. Harassment and bullying take many forms and can range from relatively mild banter to stalking or actual physical violence. They can be delivered in many ways and this policy applies to all forms of communication including text messages, email and comments posted on social networking sites.

### Some Examples

The following are examples of behaviour which we consider to be unacceptable:

- Coarse or insensitive jokes and pranks
- Coarse or insensitive comments about appearance or character
- Display or distribution of offensive material whether written or pictorial
- Deliberate exclusion or isolation from conversation or activities
- Unwelcome familiarity, body contact or stalking
- Abusive, insulting, or threatening language
- Demands or threats to intimidate or obtain favours
- Threatened or actual violence
- Inappropriate contributions to social networks, blogs or messaging services that potentially violates dignity

This is not intended to be an exhaustive list.

We will investigate all allegations of such behaviour. If we find that you have harassed someone you will be liable to disciplinary action which could result in dismissal.

If you feel you are being harassed or bullied, the first step is to make it clear that you want it to stop. Tell the person harassing you that you find such behaviour unacceptable. Face to face discussion at an early stage is often enough to stop such behaviour. Alternatively, you could seek the help of a trusted colleague and ask them to approach the person causing offence on your behalf.

If the behaviour continues, or you consider an instance to be particularly serious, please implement the grievance procedure. We assure you that grievances will be dealt with promptly and in a discreet and caring manner.

We appreciate that an act of bullying or harassment may impact on your employment even though not directly connected. For instance, someone may repeatedly follow you to or from work (stalking). You should advise your line manager confidentially about any such issue in the first instance. This will enable us to consider whether there are any practical ways we can support you.

Where you make or support a complaint in good faith, you will not be victimised for doing so regardless of the outcome.

We take these matters very seriously. However, **malicious** complaints of harassment or bullying can have a serious and detrimental effect upon a colleague and the workplace generally. Any unwarranted allegation of harassment or bullying made in bad faith may be dealt with via our disciplinary procedure.

## 6. Training and Development Policy

### Induction Training

When you start work you will be taken on a tour of the premises. This is to familiarise you with the layout and facilities and introduce you to your colleagues.

We will train you in all aspects of your role as necessary. This will help you to keep to our methods/practices, make sure that you work safely and that you achieve the required standards.

### Career Appraisal

We operate a structured career appraisal system. This is a two-way process: it provides an opportunity for you to express your ambitions and for us to identify future plans. You can tell us about obstacles you feel may slow your development and gives us the opportunity to highlight your successes and areas of strength. We can also identify areas for improvement or development.

A prime element of our appraisal system is the preparation of an agreed action plan. We seek ways to overcome any difficulties and maximise your potential by providing appropriate support or training.

The action plan also provides a benchmark for the future so that achievement, improvement and development can all be measured. This helps maintain your career on the right path and maximises your contribution to our organisation. It also enables more effective succession planning by enabling us to take account of your future plans and aspirations.

### Development Training

We recognise that our most important resource is our Staff and Members and we are committed to encouraging both Members and Staff to enhance their knowledge and qualifications through further training.

Providing training yields a number of benefits:

- Improves the quality of the services and facilities that Saltash Town Council provides;
- Enables the organisation to achieve its corporate aims and objectives;
- Improves the skill base of the employees, producing confident, highly qualified staff working as part of an effective and efficient team; and
- Demonstrates that our employees are valued.

Training and development will be achieved by including a realistic financial allocation for training and development in the annual budget, as well as taking advantage of any relevant partnership or in-house provision available.

### Identifying and meeting training needs

Training needs will be identified by:

- Considering the overall objectives of the organisation and matching those to the appropriate Staff/Members;
- Considering individual requests, and matching them to the needs of the organisation;
- Considering training and development opportunities that become available from time to time;
- Needs identified following disciplinary and grievance procedures.

Training required to meet the objectives of the organisation will be periodically reviewed by your Line Manager, including in consultation with Members and Staff, and as part of the appraisal process. In particular, the Line Manager will review the needs of the council when staff leave or join the council's employment, including by discussion with those staff as appropriate.

Other circumstances may present the need for training:

- Legislative requirements i.e. First Aid, Fire Safety, Manual Handling.
- Changes in legislation
- Accidents
- Professional error
- Introduction of new equipment
- New working methods, systems and practices
- Complaints to the Council
- Devolved services / delivery of new services
- Grievance and/or disciplinary action

If you wish to be nominated for a training course you should discuss this in the first instance with your Line Manager, who will consider the request and may agree it under appropriate delegated authority or refer it to the Personnel Committee.

Where particular opportunities for training become apparent that the Line Manager considers useful, they may likewise proceed under appropriate delegated authority or refer it to the Personnel Committee.

In certain circumstances the council may consider it appropriate to organise its own training opportunities.

Training will be prioritised where it:

- Is necessary for legal or statutory requirements
- Meets the council's top or high priorities
- Follows from grievance or disciplinary procedures

Training will be considered with regard to value for money and available budget, including in terms of time required off work, travel times and costs.

### **Financial assistance and time-off or TOIL**

Where training is considered important to the needs of the council, the following will be provided

- Travel expenses and subsistence
- Paid absence, or TOIL, including for travel time and examinations
- The full costs of training, including examination fees
- Paid study leave, as appropriate, at the discretion of the Town Clerk in consultation with the Chairman of Personnel

Where training is considered of relevance to a council role, but is not a priority for the council, partial funding, time-off or TOIL, and study leave may be offered at the discretion of the council.

Failure to sit an examination may result in the Council withdrawing future course funding and/or requesting the refunding of financial assistance. Each case will be considered on an individual basis.

We operate a Return of Service (Training Fees) agreement. If you undertake post-entry qualifications funded by the Council you must be aware that should you leave Saltash Town Council within two years of completion of the qualification they may be required to repay all costs associated with the undertaking of such training.

If you take up employment with another Local Authority, an exemption to this clause may be granted. Similar exemption may be granted in relation to personal circumstances and the reasons for leaving the council's employment.

### **Evaluation**

Unless determined otherwise by the Line Manager, all staff undertaking training are required to make a written evaluation. Exceptions may be made for short or routine course where verbal feedback may be sufficient. Copies of written feedback will be kept on staff files.

## 7. Hours of Work, Pay and Other Benefits

### Business Expenses

We will reimburse you for authorised and legitimate expenditure incurred during the proper performance of your duties e.g. travel, accommodation and other agreed out-of-pocket expenses. You must get approval in advance, fill in an expenses claim form and submit valid VAT receipts as appropriate.

Expense claims must be submitted promptly. Normally you should do this as soon as the relevant claim period ends. If you fail to submit claims promptly without a valid reason, this may result in non-reimbursement. If you feel you cannot comply with our normal time-frame, please advise your Line manager immediately. We will supply you with any specific rules/procedures for claiming expenses separately.

### Deduction Procedure

We will tell you in advance, in writing, about amounts we intend to recover from monies owing to you.

Any deduction we make is by way of compensation, based on a genuine assessment of our costs. A deduction will only be made in respect of circumstances entirely attributable to you/your action. Where relevant and appropriate, we will set out a pre-estimate of losses. We do not use the deduction provision to impose penalties. However, we may separately investigate the circumstances through our disciplinary procedure.

Any deduction is without prejudice to our supplementary right to investigate and take disciplinary action. We may also pursue recovery through the civil courts, if appropriate.

### Hours of Work

Your hours of work are set out in your Contract of Employment.

### Flexible Working

You can request flexible working if you have at least twenty-six weeks continuous employment at the time of your application. Only one request can be made in any twelve-month period. Successful applications for flexible working normally result in a *permanent* change to your terms and conditions of employment.

We will consider your request in accordance with the current provisions of the ACAS code of practice.

Please make your request for flexible working in writing and send to your line manager. Please indicate if you have made a previous request and if so, when. Please date your request and be sure to include the following details:

- The change to working conditions and/or flexible working pattern you are seeking
- When and why you would like the changes to take effect
- If it's only for a limited term, how long it would last
- If you wish it to apply permanently or for an initial trial period
- What effect you consider the request will have on our organisation and how this could be accommodated
- Whether you are making the request under the Equality Act 2010 e.g. a "reasonable adjustment" for a disability

We will consider your request objectively and discuss it with you as soon as possible. Wherever possible, we will conduct discussions privately. If we need additional time to consider the implications, we will advise you. We will aim to conclude the process within three months and write to you with our decision.

There are statutory business reasons why we may reject a request. These are:



- The burden of additional costs is unacceptable to the Council
- We are unable to reorganise work among existing staff
- We are unable to recruit additional staff
- The change would have a detrimental impact on quality
- The change would have a detrimental effect on our ability to meet customer demand
- The change would have a detrimental impact on performance
- There is insufficient work during periods you propose to work
- Your request does not fit with planned structural changes

If we reject your request, you may appeal. A more senior representative of management without prior involvement will hear your appeal, wherever possible. You must submit your grounds of appeal in writing within five working days.

You may be accompanied by a work colleague at any meetings that take place.

### Pension Provisions

Should you decide not to join the council's Local Government Pension Scheme, legislation requires us to enrol eligible jobholders into an auto-enrolment workplace pension scheme. In order to be eligible, the following criteria normally apply:

- You are at or above the current minimum weekly/monthly statutory earnings threshold
- You are 22 years of age or above
- You are under the current state pension age

If you meet the above criteria, we must automatically enrol you into our pension scheme; you can opt out if you wish. However, if you decide to stay in, it means that you will have your own personal pension when you retire. Your pension still belongs to you even if you leave our employment.

Automatic enrolment schemes feature three elements that comprise your “pension pot”: your own contributions, our contributions and the Government's contributions (by way of tax relief). We will write to eligible new starters and those whose wages have moved them above the statutory earnings threshold.

Our letter will explain what is happening; your options and what you need to do and will include:-

- Details of the scheme and who runs it
- When you will be enrolled into it
- The amount you will pay under the scheme by way of deduction from your pay
- Details of your right to opt out of membership

We must go through the re-enrolment process every three years. Where you have previously opted out (and in certain other circumstances) we may have to re-enrol you. If we feel that this applies to you, we will write to you. You can opt out again if you wish.

### Pay

The details of your pay are set out in your Contract of Employment. Your pay statements indicate your pay and any deductions we have made.

If there is a problem with your pay, such as under-payment, overpayment or incorrect deductions, please let us know immediately. If we have overpaid you, this is normally recovered in full, from your next pay. We will give you advance warning of any such deduction. We will discuss any individual hardship with you and may agree that significant sums are repaid over a longer period.

### Time Off in Lieu (TOIL) – Flexible Hours

TOIL hours are accrued when authorised additional hours are worked in exceptional circumstances or where you are required to attend an out of hours meeting.

TOIL hours can be claimed on a 1-to-1 basis for any period of time worked over and above your normal working hours for events outside of normal working hours.

Where practicable, if you are expected to attend an evening meeting, you should aim to start work later on the same day – your start time must be agreed in advance with your line manager, subject to operational requirements.

It is expected that no more than the following hours can be held in balance at any time:

- 10 hours of TOIL if you are contracted to work 30 hours or more per week
- 5 hours of TOIL if you are contracted to work 29 hours or less per week

Once these maximum hours have been accrued, we do not allow any more hours to accrue until you have taken some of the hours off. All hours to be taken must be agreed in advance with your line manager; requests may be refused subject to operational requirements. All requests must be made by completing the correct form at least 5 days before the time is to be taken.

Balances cannot be carried over into the next holiday year.

If you accrue or take hours without the required advance notice period or without prior approval or you are found to be fraudulently recording hours, you will be subject to disciplinary action.

Where requests are refused due to staff shortages and/or you are covering another post within the organisation in addition to your own, agreement will be given to carry forward accrued hours in to the following year until such time as the post is filled and you return to your normal duties.

## 8. Annual, Bank and Public Holidays

### Annual Holiday Entitlement

Your annual holiday entitlement and our holiday year are set out in your Contract of Employment.

### Calculation of Entitlement

Your holiday entitlement is normally calculated as a set number of working days or hours. However, special arrangements may apply if you work for us on an irregular basis.

Where you start or leave our employment during the leave year, we calculate your holidays on a pro rata basis.

### Carrying Forward Annual Leave

We believe that it is mutually beneficial and leads to a better work-life balance for you to take all your annual holiday entitlement in the current leave year.

However, you may carry forward up to 5 days into the next holiday year providing you have taken at least four working weeks of holidays and have obtained the specific approval from your Manager. Where we agree, we will confirm our approval in writing and clarify how many days you may carry forward and the latest date by which they must be taken. If you don't take them by this date you forfeit what is left.

### Christmas Closure

You must keep some of your annual holiday entitlement to be taken during the Christmas/New Year closure period. The precise number of days and the dates on which they are to be taken will be confirmed annually, normally at the beginning of each holiday year.

### Holiday Pay

We calculate holiday pay on the basis of the pay you normally receive.

If you do not work fixed or regular hours/days of work/shifts, we base your holiday pay on your average pay over the current statutory reference period of 52 weeks. If you have been with us for less than a year, we will base your holiday pay on the average pay over the number of weeks you have worked.

Your contract of employment will show any obligation to work additional hours. Where this is the case, we may need to reassess your holiday pay if you work regular additional hours.

Where you are expected to work additional hours when required, we may need to re-assess your holiday pay so that it reflects the additional hours you work.

Where you volunteer to work additional hours to deal with high volumes of work or special projects on an occasional basis, these hours do not count towards holiday pay.

If your remuneration package reflects an expectation to work additional hours without pay, holiday pay will not be affected by any additional hours worked.

### Holiday Requests

When you want to book a holiday, you must follow our holiday request procedure. You should normally give at least four weeks' notice for all holidays. You must not book holidays without receiving prior authorisation.

Please note that we will not accept responsibility for any money you may lose (such as forfeit of deposit or reservation penalties) because you have failed to comply with these conditions.

If too many employees have requested the same holiday period, then holiday requests will be granted on a 'first come, first served' basis. We reserve the right to vary requests to meet the needs of the organisation and maintain adequate staffing levels.

You may not normally change your holiday dates once confirmed, and we will not ask you to change holidays already approved unless there are exceptional circumstances.

In exceptional circumstances, we also reserve the right to allocate holidays which you must take when we require. Should this be necessary, we will give you suitable notice of our intention to do this.

Normally we do not allow more than two consecutive working weeks of annual holiday. We may make an exception for a “once in a lifetime” opportunity. However, we will take account of the needs of the Council and staffing levels before granting or declining such a request. Our decision in this respect will be final.

If you take holidays without authorisation, you will be subject to disciplinary action.

The Council may insist on annual leave being taken at particular times depending on the needs of the organisation.

If your employment ends, we may require you to take any accrued untaken holidays before you leave. We will pay any outstanding balance with your final pay if you cannot use up all holidays due.

If you have taken more holiday than you have accrued, we will deduct an equivalent sum from your final pay. We will notify you of the detail in writing in advance.

Additional leave, with or without pay, may be granted in special circumstances at the discretion of the Chairman of the Personnel Committee. A written request should be submitted to your Line Manager who will seek approval from the Chairman of the Personnel Committee.

### **Late Return**

There may be circumstances such as delayed, cancelled or missed flights which prevent you from returning to work when expected. In such circumstances, you must inform us immediately. Failure to do so means that this would be classed as unauthorised absence which is a disciplinary matter and, after investigation, may be treated as gross misconduct which may result in summary dismissal.

### **Payment in Lieu**

By law, we may only consider payment in lieu of untaken holidays when you leave our employment.

### **Public/Bank Holidays**

The Public/Bank Holidays which we recognise as part of our annual holidays are set out in your Contract of Employment.

### **Sickness During Authorised Holidays**

Should you fall ill during a period of authorised annual holiday, you must notify us of your illness as soon as possible. In such circumstances, these days will be converted to sick leave and the holiday may be taken at a later date. You must re-book your holiday in the normal way.

This also applies if you are sick on a Public/Bank Holiday.

You should notify your line manager personally or, if you are unable to do so, you should ask a relative, friend or neighbour to contact him/her on your behalf. This must be done by telephone at the earliest opportunity.

Email or text messages are not acceptable.

If your illness means that you cannot return to work when originally due back from holiday, you must keep us notified of progress. You must also provide consecutive medical certificates to cover the total period (in English).

This facility only applies to sickness during the statutory period of annual holidays (the first four working weeks).

***Effect on Sickness Pay***

If you convert a period of approved annual leave to sick leave, the statutory sickness scheme (and any contractual sick pay scheme) may apply. In such circumstances, we may need to recover any overpayment of wages/salary that has occurred and substitute sick pay.

## 9. Health and Safety Policy

### Alcohol and Drugs

You must not consume alcohol on our premises at any time and please do not drink alcohol away from our premises during working hours, including meal breaks etc. We require you to attend work in a fit and appropriate state. Impairment from the effects of alcohol, drugs or other substances (whether illegal or supplied on prescription) is unacceptable. If you are unfit for work due to drugs or alcohol consumption this is a serious matter and we will take disciplinary action as necessary. This can include summary dismissal in serious cases.

We may also take disciplinary action, for instance:-

- after an accident or incident where we believe drug use or consuming alcohol contravened our rules
- Where we believe you reported for work under the influence of drugs or alcohol
- Where your behaviour puts health or safety at risk or causes injury or damage (for example, you have an accident when driving a vehicle under the influence of alcohol)
- Where your misuse has unacceptably compromised our interests

### Prescription Drugs, Patent Remedies and Psychoactive Substances

The effects or side effects of prescription drugs and patent medicines can potentially jeopardise your normal work. It is your responsibility to ascertain whether they may impact adversely on your work in any way.

The use of psychoactive substances (previously referred to as “legal highs”) is now illegal and most are not meant for human consumption.

Consult your manager if you are concerned that the impact of any medication may be unsafe/inappropriate at work. If this places you or others at risk, we will individually agree the action to be taken, which may include temporary exclusion from tasks/duties.

### Business Events and Activities

If we organise events and activities, we will make sure suitable alternatives to alcoholic beverages are available.

### Definitions

We define alcohol dependence as the habitual drinking of intoxicating liquor which impairs your ability to perform your duties. Attendance at work may also suffer or you may endanger the safety of others.

We define drug dependence as the habitual taking of non-prescribed drugs which impairs your ability to perform your duties. Attendance at work may also suffer or you may endanger the safety of others.

### Drug and Alcohol Dependency

If dependency on alcohol/drugs has come to our attention, we will discuss this with you and will also recommend that you seek appropriate medical support.

We regard an individual's dependency on either alcohol or drugs as an illness. We will cooperate with you to obtain appropriate help and treatment. Accepting treatment for alcohol or drug dependency is not, in itself, detrimental to your general conditions of service.

If you are concerned that you have a dependence on alcohol or drugs, please seek help and advice from your G.P. We may also require you to attend an occupational health advisor who may provide advice about rehabilitation and fulfilling your employment responsibilities if we believe you are dependent.

We treat reasonable absence for advice and treatment for dependence on alcohol or drugs as sick leave. You must keep us regularly informed of progress and genuinely attempt to overcome the dependency. We will respect the need for confidentiality.

Behaviour or performance at work which suffers because of alcohol or drug dependency normally results in disciplinary action. We may suspend such action for an appropriate period during treatment. If you refuse help or unreasonably discontinue treatment, disciplinary proceedings will be initiated or resumed. This also applies if your behaviour does not improve and/or work performance remains poor. We may terminate your employment in such circumstances.

You have the right to be accompanied by a work colleague or trade union representative in discussions about alcohol or drug dependency.

If you endanger yourself or others by behaving, or undertaking work, inappropriately, this will result in immediate corrective action. In such a situation we will take alcohol or drug dependency into account. However, this does not free you from the consequences of your conduct.

Development of dependency on alcohol or drugs may render you unsuitable to continue in your particular role on a temporary or permanent basis. We may consider suitable alternative employment if this is available.

We normally utilise our capability procedure to investigate and deal with such a dependency.

### **Other Colleagues**

If you suspect or know that a colleague has an alcohol and/or drug problem, please encourage them to talk to us. Alternatively, please advise your line manager in confidence.

### **Random Checks and Testing**

We may conduct random checks or testing to establish possession of or being impaired by drugs or alcohol. We only do this where it would be a proportionate response to an established risk. We may undertake such checks or testing while you are entering, leaving or working on our or our client's premises.

We will consult you and ask you to consent to any random check/test. An authorised Manager of the same sex will undertake the check/test as discretely and courteously as possible. You may request to be accompanied by an available work colleague providing the process is not unduly delayed. A check or test does not imply suspicion.

Where we undertake a random check, we may ask you to remove the contents of pockets, bags, vehicles etc. If we find you in possession of or impaired by alcohol or drugs, we will take disciplinary action. We consider this a serious matter which may lead to dismissal.

We may also randomly check vehicles entering/leaving our premises or those of our clients or parked in our or our clients' car parks.

### **Testing "For Cause"**

We are committed to a productive, safe and healthy work environment. We extend this commitment beyond the workplace and our employees; we apply it to anyone, anywhere that is affected by our operational activity.

Accordingly, our practice is to conduct "for cause" testing in circumstances where this commitment is potentially compromised; we believe this to be a proportionate response to deal with established risks. We only conduct tests in appropriate circumstances, such as:-

- Where we believe you are under the influence of drugs, alcohol or inappropriate substances
- Where you are involved in a work-related accident, incident or near miss
- Where we believe you were involved in something which compromised or could compromise our safe operations

These examples are indicative rather than exhaustive.

Any tests will be undertaken by competent personnel using reliable equipment and methodology. We will always have due regard to your dignity and aim to ensure the minimum intrusion into your privacy. The

complete process, including providing results, will be conducted as confidentially as possible. You may request to be accompanied by an available work colleague providing the process is not unduly delayed.

### Test Results

In the event of a positive result, you will be given the details before they are passed to management.

You will then be invited to a meeting with a senior manager, in line with our disciplinary procedure.

The outcome of the meeting will always depend on the individual circumstances we discover. Typical outcomes may include:-

- Agreement to undergo appropriate treatment, rehabilitation or counselling; this may apply where safety was not compromised but you recognise you have a problem
- An appropriate written warning; this may apply where the individual circumstances did not extensively compromise safety
- Dismissal; this would normally apply where the circumstances seriously compromised safety provisions, operational activities or our professional reputation

In accordance with our disciplinary procedure, you will be given the right to appeal against any decision made. Wherever possible, a more senior representative of management without prior involvement will hear appeals.

Where you remain in our employment, we will inevitably conduct re-tests, normally without notice.

### Health and Safety at Work

We each have a duty of care for our own health and safety and that of others, whether they are employees, customers, visitors etc. It is therefore essential that you cooperate with us and adhere to our rules and procedures to protect health and safety.

We accept our legal responsibilities to provide a safe working environment and safe systems of work, providing suitable equipment for employees to do their jobs safely. During your induction you will be informed of our health and safety policies and any specific rules relating to your job. You must not interfere with any measures we have introduced for safety and/or protection of employees' health.

We treat breaches of safety rules or procedures as misconduct and deal with such breaches under our disciplinary procedure. We regard serious breaches as gross misconduct which may lead to summary dismissal.

### Accidents

If you have an accident at work, however minor, you must record it in our accident book. If you are working off site, please document it at the site where you are working and notify us as soon as possible. You MUST provide:-

- Details of the accident or injury
- Any first aid or other treatment received
- The names of any witnesses with contact details if possible
- The date, time and place the accident occurred

### Lone Working

The Council is committed to ensure that no lone worker is at greater risk of injuries and ill-health as a result of not being directly supervised or working alone whilst undertaking the Council's work.

This Policy applies to all Council operations, employees and establishments where workers are undertaking work alone without close supervision.

### Requirements

The Council will:



- Ensure early recognition and assessment of the risk to lone worker employees;
- Establish effective lone worker risk assessment and incorporate the process and assessment results into management activities i.e. supervision, performance management, team meeting agendas and other procedures/ management systems;
- Where significant risks are identified, put in place suitable control measures to remove or reduce those risks and establish effective communication and monitoring of control measures;
- Set up effective emergency arrangements and reporting systems to protect lone workers from foreseeable risks;
- Ensure that all incidents and near misses are reported and investigated for the purpose of improving safety and preventing recurrences.

### *Training*

The Council will provide information, instruction and such training as appropriate to ensure that staff required to work on their own are competent and aware of any associated risks.

### *Responsibilities:*

#### *Senior Managers have a responsibility to:*

- Ensure that line managers have undertaken lone worker risk assessments and have suitable safe working procedures in place to remove or reduce significant risks;
- Review lone worker incident statistics, identify trends and take action as appropriate.

#### *Line Managers have a responsibility to:*

- Ensure that the requirements of this policy are fulfilled;
- Undertake risk assessments of lone worker risk and ensure safe working procedures are in place to remove or reduce significant risks;
- Ensure that all staff are provided with adequate emergency equipment and are able to raise the alarm as far as is reasonably practicable;
- Ensure that lone workers are provided with adequate training to ensure they are able to operate safely;
- Ensure employees understand the need to report concerns about safety associated with lone working.

#### *Employees have a duty to:*

- Comply with the Council's policy;
- Comply with any instructions provided for reasons of health and safety;
- Attend any training provided for health and safety;
- Report any incident for which this policy applies;
- Report any concerns or failures in safety systems.

#### *The Health and Safety Responsible Officer has a responsibility to:*

- Ensure that managers have undertaken lone worker risk assessments and have suitable safe working procedures in place;
- Advise on suitable emergency arrangements available;
- Investigate incidents in accordance with the Reporting and Investigation of Incidents Procedure.

These duties will be monitored by the Council through its management and appraisal processes. Where necessary the Council will take appropriate action to ensure that these duties are fulfilled.

### *Monitoring*

These requirements of this Policy will be monitored by way of a risk-prioritised process of auditing, regular inspections periodic self-audits

The training and responsibilities of individuals will be monitored by the Council through its management and appraisal processes.

Where necessary the Council will take appropriate action to ensure that this policy is upheld.

### **Smoking**

Smoking is not permitted anywhere on our premises except in specifically designated outdoor areas. This restriction includes the use of electronic “cigarettes”, vaping etc. Exhaled aerosol particles contain nicotine and other toxins, therefore posing an unnecessary risk to others who may breathe in such particles.

Smoking in front of the Council office entrance is not permitted.

### **Protective Clothing and Equipment**

Where we issue protective clothing or equipment, this is for your protection. You must wear/use it at all appropriate times. This includes wearing face masks where appropriate and the use of hand sanitisers.

If you attend work without it, we may send you home to collect it. The cost of returning home to collect it is your responsibility and we will expect you to make up any time lost.

You have a personal responsibility for your own health and safety and that of others. If you don't wear the protective clothing that we have issued to you or don't use the safety equipment we provide, this may result in disciplinary action. You must also take care of any protective/clothing or equipment and ensure that it is maintained correctly.

## **10. Sickness/Injury Absence, Payments and Conditions**

### **Absence - Notification**

You must notify your line manager by telephone as soon as possible on the first day of sickness absence wherever possible. Please contact us personally. If your illness prevents this, please ask a relative, friend or neighbour to contact us.

We do not accept email or text messages as notification of sickness.

It is essential we know you are ill so we can cover your duties and responsibilities. This minimises disruption and helps us maintain a reasonable workload for your colleagues.

Please tell us the reason for your absence and how long you expect to be off work. You must keep us regularly informed of progress, especially if your absence continues longer than expected.

### **Following our Procedures**

We expect you to follow our sickness notification procedure. If you don't, we may regard your absence as unauthorised. We therefore may withhold sickness payments and take appropriate disciplinary action.

### **Holidays and Long-Term Sickness**

Statutory holiday entitlement (the first four working weeks of your holidays) will continue to accrue during a period of long-term sickness.

Where you are able to take your holidays before the current holiday year ends, you should do so.

Special circumstances apply where your illness prevents you from taking your holidays within the current leave year. Should this happen, you may carry forward some holiday (up to the four weeks statutory holiday) into the next holiday year.

We will agree the amount of leave to be carried forward and, unless otherwise agreed, we will expect you to take this by the end of the following holiday year.

If your employment ends because of long-term sickness, we pay any untaken statutory holiday entitlement with your final pay.

### **Infectious Conditions**

You must not report for work without medical clearance if you have or have had an infectious condition. If in any doubt about your illness, please consult your doctor and/or obtain appropriate medical advice or support eg. NHS111 online etc. You must notify us of the outcome immediately. Your doctor must confirm that it is appropriate for you to return to work and you must not report for work until they do so.

### **Light/Alternative Duties**

If you are certified unfit to perform normal duties, your doctor may suggest you can undertake reasonable alternatives. This could mean that you undertake alternative/light duties or work shorter hours for a period. We will consider the nature of your sickness/injury and any guidance on the 'fit note' (statement of fitness to work). Where your doctor suggests something we cannot accommodate, we will continue to treat the situation as though you remain unfit.

### **Medical Report**

We may seek access to a written medical report supplied by your doctor or specialist where necessary. This provides us with details of your health and fitness to return to undertake your normal/alternative duties. We will seek your written consent on every occasion.

We may also commission an independent medical examination or occupational health assessment at our expense. We do this where we consider it necessary or helpful in assessing your fitness for work.

There may be other circumstances e.g. an insurance underwriter's requirements or to fulfil statutory obligations where such assessment is desirable. It is our contractual expectation and very much in your interests that you co-operate.

Please see the medical evidence clause in the Capability Section of this handbook for further information regarding medical reports.

### **Repeated or Continued Absence**

You must keep us notified at frequent intervals where absence is likely to extend for some time and provide us with consecutive medical certificates to cover the entire period.

We may review your overall absence where there is repeated or continued absence. This applies even where absence is certificated. We sympathise with genuine periods of sickness absence and have regard to the Equality Act 2010. However, we must focus on the needs of the Council. We cannot operate efficiently with high levels of absenteeism. Our Capability Procedure sets out the details that apply.

We will take account of your doctor or specialist's professional judgement regarding reasonable adjustments and may also obtain an occupational health advisor's opinion. We will consult you about available options and carefully consider your views.

Medical opinion may suggest that no improvement is likely within a reasonable timescale. Equally, we may explore options to manage a permanent incapacity or disability. If these options are considered impractical or unreasonable, we may have to consider dismissal on the grounds of capability.

### **Return to Work**

You must notify your Line manager by telephone no later than midday on the working day before the day you intend to return to work. This allows us to stand down temporary cover and plan for you to resume your duties and responsibilities.

If you do not notify us of your intended return to work and arrive without prior notice, we may regard this as a breach of sickness procedures. We may take disciplinary action in such circumstances, especially where we have specific alternatives in place to cover your duties.

### **Return to Work Interview**

We require you to attend a return to work interview following absence for sickness/injury. We will discuss the reasons for your absence and fitness to return to your normal role. We also consider compliance with our notification procedures and your general attendance record.

### **Self-Certification**

You must submit a self-certification form during your initial absence. Otherwise, you will be required to complete one on your return to work.

You may only self-certify for up to seven consecutive days (including Saturdays and Sundays).

### **Seven Days or More Absence**

You must provide a 'fit note' (statement of fitness to work) from your doctor/specialist when absence exceeds seven days. In certain circumstances, you may be able to obtain one digitally e.g. via NHS 111. A fit note may identify suitable temporary support which your doctor believes could allow you to return to work sooner.

### **Sickness and Injury – Triggers**

We record and monitor all short-term and/or intermittent sickness/injury absences. To operate fairly and consistently we utilise "trigger" levels. These take into account the length and/or number of separate instances of absence over a fixed period.

Concern will trigger if three separate periods of short term/intermittent absence occur in any twenty-six week rolling period. Concern can also trigger where you are absent for a total of five or more working days in any

twenty-six week rolling period. For clarity, the rolling period is the twenty-six weeks prior to the start of the current absence.

We will not make any decision that affects you personally by relying solely on automated processing of “trigger” information. Decisions that affect you personally are always made by appropriate managerial input. We will meet with you on your return to work to explore any underlying health/disability issues and we will take account of all appropriate circumstances you inform us about.

Where we cannot establish an underlying medical condition and intermittent absences persist, failure to improve attendance can lead to dismissal. In such circumstances, we will follow our disciplinary or capability procedures as appropriate to the circumstances. Where we establish there may be an underlying medical condition, our medical capability provisions will apply.

Where an individual period of absence becomes prolonged (ie. lasts more than four weeks), we may commission an occupational health report at our expense. We will evaluate ways to assist your prospects of recovery and/or examine any reasonable work adjustments we could make. Our capability procedure identifies the detailed provisions that apply.

### **Sick Pay - Statutory**

We are responsible for the payment of statutory sick pay “SSP” during authorised sickness absence. There are specific qualifying criteria for the payment of SSP (laid down by Government Regulation). We pay SSP for absence through sickness for four or more consecutive days, where you qualify. We make such payments through your normal pay. Payments are subject to statutory deductions (N.I. and income tax) in the normal way.

SSP is only payable on 'qualifying days'. These are days you would normally be at work. However, the first three qualifying days of absence do not attract SSP. These are called 'waiting days'. If you have more than one period of absence which totals four days' or more (within a fifty-six day period) this is a linked period. In such circumstances, you only serve one period of waiting days.

### **Sick Pay – Statutory and Council**

We operate a council sick pay scheme as well as any statutory obligation to pay statutory sick pay “SSP”. We will supply you with details separately.

Any council sick pay you receive includes the appropriate element of SSP.

### **Third Party Claims – Impact on Council Sick Pay**

A negligent third party may be responsible for your absence or injury e.g. a car accident, or you may sustain a period of absence through participation in sport or travel. You may be able to make an insurance claim for compensation for loss of earnings in circumstances like this. You must inform us of such circumstances when reporting your absence. If you cannot advise us immediately, you must do so as soon as you can.

## **11. Maternity, Paternity, Adoption and Family Friendly Provisions**

### **Maternity**

#### ***Our Procedures***

Once you tell us you are pregnant, we carry out a health and safety risk assessment to protect the health of new and expectant mothers. We also risk-assess if you have given birth in the last six months or are breast-feeding.

We will take account of your condition and the work you normally do and will try and make adjustments if we believe you cannot carry out your usual work. Alternatively, we look for other suitable work for you to do.

If we cannot find suitable work for you to undertake, we will suspend you from work on full pay. We do this until the risks to you/your baby's health have passed or suitable alternative work becomes available.

You may take time off during working hours for antenatal care appointments with your doctor or midwife. Please arrange appointments outside of your working hours if possible. Alternatively, please arrange them for the start or end of the working day. Please show your line manager your appointment card for second and subsequent appointments.

You may change your mind about the date on which you want maternity leave to start. If you do, you must give us at least twenty-eight days' notice in writing.

Should you change your mind about the date on which you want maternity leave to end, you must give us at least fifty-six days' notice in writing.

Pregnancy-related illness in the four weeks before your expected week of childbirth ("EWC") triggers maternity leave. This is to protect your and your baby's health and safety.

You cannot work under any circumstances for at least the first two weeks after giving birth. In some instances, you may not work for four weeks.

Subject to eligibility, you may terminate maternity leave and switch to shared parental leave instead. Please see the "shared parental leave" and "shared parental pay" sections.

We may suggest or you can request up to ten 'keeping in touch days' (KIT days). These are the only days when you can be paid to work without affecting maternity benefits. You can use KIT days for work, attendance at meetings with colleagues, undertaking training etc. If a KIT day is offered, there is no obligation to accept. Any KIT days you work do not extend the period of maternity leave.

KIT days are separate from shared parental leave "In Touch" (SPLIT) days.

### ***Regulations***

The Regulations relating to statutory maternity provisions are complex. In order to assess your entitlements correctly we require the following information:

- When your baby is due
- When you would like your maternity leave to start
- Whether you wish to take the full fifty-two weeks entitlement
- A copy of the MatB1 certificate issued by your doctor or midwife
- How many weeks of maternity leave you personally wish to take

We need the above information no later than fifteen weeks before your expected date of childbirth, preferably earlier.

You are entitled to up to fifty-two weeks of maternity leave, irrespective of length of service. This consists of twenty-six weeks ordinary maternity leave "OML" and twenty-six weeks additional maternity leave "AML".

You continue to benefit from your terms and conditions of employment during OML and AML. There are some exceptions; the most notable being remuneration. You are also bound by your obligations of employment. For instance, you must continue to observe our confidentiality provisions.

You normally have the right to return to the same job. Where this is not reasonably practicable, you may return to a suitable and appropriate alternative. If your position is made redundant during your maternity leave, we will offer you any suitable alternative employment we identify.

You are normally entitled to statutory maternity pay “SMP” if your earnings are above the National Insurance lower limit. This is paid for thirty-nine weeks. This applies providing you have twenty-six weeks’ continuous employment by the fifteenth week before your expected week of childbirth. You may take a further thirteen weeks of maternity leave, but this is without statutory maternity pay.

Where you have more than one year’s continuous local government service, and you declare in writing to the Council an intention to return to work after your maternity leave for at least three months, then, after the first six weeks of maternity leave, you will be paid for the next 12 weeks half a week’s pay per week in addition to SMP or MA, subject to a maximum payment per week of your normal weekly earnings. In the event that you do not return to work for three months following your leave period, you will be required to repay the Council any payments made to you in the 12-week period in excess of SMP or MA, or such part thereof as the Council may decide.

If you do not qualify for statutory maternity pay, you may still be entitled to claim Maternity Allowance from the Government. Where you have more than one year’s continuous local government service as referred to above, you will be eligible to be paid by the Council 90 per cent of your normal weekly pay for the first six weeks (offset against any MA payable) even if you are not eligible to be paid SMP.

### ***Taking Holidays during Maternity Leave***

You cannot take paid holidays during maternity leave. If you are not returning after the birth of your child, payment for outstanding holidays will be made when you leave.

Your holidays accrue as normal during maternity leave. If your maternity leave runs over from one holiday year to the next, you should normally take holidays accrued in the first holiday year before your maternity leave starts; you should normally take holidays accruing in the second holiday year at the end of maternity leave. Alternatively, they may be taken after you return to work. When you tell us you are pregnant, we will agree with you when to take your holidays.

### ***Adoption***

If you are the primary adopter, you are entitled to up to fifty-two weeks’ adoption leave irrespective of length of service. This consists of twenty-six weeks ordinary adoption leave “OAL” and twenty-six weeks additional adoption leave “AAL”. You must be newly matched with a child for adoption and must request your start date for adoption leave within seven days of being matched.

You are normally entitled to statutory adoption pay “SAP” if your earnings are above the National Insurance lower limit. This is paid for thirty-nine weeks. This applies providing you have twenty-six weeks’ continuous employment by the time you are matched with a child. You may take a further thirteen weeks of adoption leave but this is without statutory adoption pay.

Where you have more than one year’s continuous local government service, and you declare in writing to the Council an intention to return to work after your adoption leave for at least three months, then, after the first six weeks of adoption leave, you will be paid for the next 12 weeks half a week’s pay per week in addition to SAP, subject to a maximum payment per week of your normal weekly earnings. In the event that you do not return to work for three months following your leave period, you will be required to repay the Council any payments made to you in the 12-week period in excess of SAP, or such part thereof as the Council may decide.

We may suggest or you can request up to ten ‘keeping in touch days’ (KIT days) during adoption leave. These are the only days when you can be paid to work without affecting maternity benefits. You can use



KIT days for work, attendance at meetings with colleagues, undertaking training etc. If a KIT day is offered, there is no obligation to accept. Any KIT days you work do not extend the period of adoption leave.

KIT days are separate and distinct from shared parental leave “In Touch” (SPLIT) days.

If you are adopting with a partner, you need to decide which of you will be the primary adopter. That person will claim the adoption leave/pay. The other person (the secondary adopter) may qualify for paternity leave and pay. Please see “Paternity and Arrangements for Partners” below.

Subject to eligibility, you may terminate adoption leave and switch to shared parental leave instead. Please see the “Shared Parental Leave” and “Shared Parental Pay” sections.

You must be the child’s primary adopter to qualify. Your spouse, partner or civil partner may qualify for paternity (secondary adopter) provisions. However, you must both share the main responsibility to care for the child from placement for adoption. Please see “Shared Parental Leave” below.

As the primary adopter, you may attend up to five adoption appointments with pay. The secondary adopter may attend up to two adoption appointments without pay.

### **Parental Leave**

You have the right to apply for unpaid parental leave if you have at least one year’s continuous service. You must be the parent of a child under eighteen years old. Each parent can take a total of eighteen weeks leave for each child under the age of eighteen. Similar provisions apply if you adopt a child or young person under the age of eighteen.

You can only take up to four weeks’ parental leave each year. You must take it in blocks of a minimum of one week. A part week counts as a full week. In the case of a disabled child you have the flexibility to take leave one day at a time.

You must normally give at least 21 days’ notice of your intention to take parental leave. We have the right to postpone the leave for up to six months for business reasons.

Part time employees receive a proportion of the leave. For example, an employee working two days may take a total of eighteen weeks at two days per week. This provides a maximum of thirty-six days in total.

Parental leave that you took while employed elsewhere still counts towards the total of eighteen weeks per child.

### **Paternity and Arrangements for Partners**

Fathers are normally entitled to take up to two weeks’ paternity leave following the birth. You must take the leave as a single block of either one or two weeks; you cannot take odd days or two separate weeks. To qualify, you must have at least twenty-six weeks continuous employment by the fifteenth week before the expected week of childbirth.

You are normally entitled to statutory paternity pay if your earnings are above the National Insurance lower limit. You must use your statutory paternity entitlement before moving to shared parental leave. You are ineligible for statutory paternity leave and pay once you move to shared parental leave/pay.

You may also take paternity leave if you are the mother’s partner and will share responsibility for the child’s upbringing.

You must make your request by the fifteenth week before the expected week of childbirth. You must also give us at least four weeks’ notice of when you want the leave to start.

Your spouse, civil partner or partner, or the mother of your child may propose to return to work early. She may not use all of her fifty-two weeks of statutory maternity leave. In such circumstances you may be eligible to request shared parental leave. We will require a signed declaration from you when you make such request.



You must be the child's father or the spouse, civil partner or partner of the child's mother/primary adopter to qualify. You must also share the main responsibility to care for the child from birth or placement for adoption. Please see "Shared Parental Leave" below.

An expectant father (or the partner of a pregnant woman) may also attend up to two antenatal appointments with her. Similarly, a secondary adopter may take time off to attend up to two adoption meetings. However, you must confirm your eligibility to attend by reason of your relationship with the expectant mother or expected child. Time off is without pay and you must advise us of the date and time of the appointments.

*Where the Green Book applies:* Where an expectant mother nominates a Council employee to assist in the care of her child and to provide support to the mother at or around the time of birth, the Council may grant the employee paid Maternity Support Leave. You may take up to 5 days paid time off at or around the time of childbirth, as agreed with your Line Manager.

### Shared Parental Leave

Eligible parents can share the care of their child for up to fifty weeks following birth or adoption. This also applies to certain intended parents in a surrogacy arrangement and to same sex partnerships. Where you reduce your full, personal maternity/adoption leave entitlement you potentially become eligible for shared parental leave. When you take shared parental leave, you may also be eligible for shared parental pay. Your partner must separately liaise with their employer about any request for shared parental leave or pay.

The statutory provisions underpinning shared parental leave (and shared parental pay) are complex and not everyone is eligible. As with maternity, you continue to benefit from your terms and conditions of employment during shared parental leave. There are some exceptions; the most notable being remuneration.

You also remain bound by your employment obligations. For instance, you must continue to observe our confidentiality provisions. You normally have the right to return to the same job. However, where this is not reasonably practicable, you may return to a suitable and appropriate alternative. If your position is made redundant during your shared parental leave, we will offer you any suitable alternative employment we identify.

If you are eligible, please advise your line manager if you wish to take shared parental leave/pay. You must give at least eight weeks' notice prior to any shared parental leave you wish to take. You must also end or give notice to end your maternity/adoption entitlements. It may be necessary to arrange a meeting to discuss your request. In such circumstances, you may wish to be accompanied by another employee or trade union representative.

Shared parental leave is only available to two people. These are the mother/primary adopter and the child's father or the spouse, civil partner or partner of the child's mother/primary adopter. Both parents must share the main child-care responsibilities from birth/placement for adoption.

You must have a minimum of twenty-six weeks' continuous service with us and you must have achieved this by the end of the fifteenth week before the due date/matching date. You must also still be working for us at the start of each period of shared parental leave.

You must put your request in writing and this must include:-

- The name of the other parent and amount of shared parental leave you each wish to take
- When you envisage taking the leave
- A signed declaration from your partner, including their national insurance number and place of work
- Their formal consent to the amount of shared parental leave you intend to take

Where you are the mother's/primary adopter's partner, you must meet the "employment and earnings test". This requires you to have worked for at least twenty-six weeks in the sixty-six weeks leading to the due date/matching date. You must also have achieved the statutory earnings level for at least thirteen of those sixty-six weeks.

You may decide to take shared parental leave as a single, continuous period of weeks. However, you can request up to three discontinuous, separate periods. Where you suggest discontinuous periods, we will consider your request carefully. However, we have the right to refuse or modify suggestions where our business needs cannot accommodate your original request.

You may wish to vary or cancel a period of shared parental leave. In these circumstances you must write to us at least eight weeks in advance.

### Shared Parental Leave “In Touch” Days

We may suggest or you can request up to twenty shared parental leave “in touch” days (SPLIT days). You can use SPLIT days for work, attendance at meetings with colleagues, undertaking training etc.

We must mutually agree any SPLIT day requests between us. There is no legal obligation for SPLIT days to be offered or undertaken. Any SPLIT days you work do not extend the period of shared parental leave.

### Shared Parental Pay

Where eligible, you may be entitled to shared parental pay during shared parental leave. The amount available will depend on how much the mother/primary adopter reduces their maternity/adoption pay period or maternity allowance period.

Where you have more than one year’s continuous local government service, you may receive any enhanced maternity or adoption pay which has not been taken by the mother or primary adopter returning to work early. To qualify for any enhanced shared parental pay, the same rules will apply in regard to paying back the enhanced payment should you not return to work for the three months following your leave period.

To claim shared parental pay you must also meet the following conditions:-

- The mother/primary adopter must be/have been entitled to statutory maternity/adoption pay or maternity allowance. They must also have reduced their maternity/adoption pay period or maternity allowance period
- You must intend to care for the child during weeks when shared parental pay is payable
- Your average weekly earnings must not be less than the lower earnings limit for national insurance purposes; this applies to the eight weeks up to and including the fifteenth week before the child’s due date/matching date
- You must remain in continuous employment until the first week of shared parental pay has begun
- You must give your line manager written notice of your entitlement at least eight weeks before receiving shared parental pay. Ideally, you should do this when you give notice of your wish to take shared parental leave

Your notice must include:-

- The start and end dates of any maternity/adoption pay or maternity allowance
- The number of weeks of shared parental pay available and how many you and your partner each intend to claim
- A (non-binding) indication of when you expect to claim shared parental pay
- Your signed declaration confirming the information is correct and you meet, or will meet, the criteria
- Your confirmation that you will inform us immediately should your eligibility cease

You must also provide a signed declaration from your partner confirming:-

- Their agreement to you claiming shared parental pay and for us to process the payments to you
- Where your partner is the mother/primary adopter, they have reduced their maternity/adoption pay or maternity allowance accordingly
- Where your partner is the mother/primary adopter, they will immediately inform you should they cease to satisfy the eligibility conditions

### Time Off for Incidents Affecting Dependents

You may take reasonable time off during working hours to deal with incidents involving a 'dependant'. A dependant is a relative such as a spouse, partner, parent or child. It also extends to someone living as part of your family for whom you have care responsibilities. There is no qualifying service relating to this leave. However, this time off is unpaid.

You may use such time off to deal with urgent issues such as a dependant falling ill or being injured. It may be to organise emergency care. It may be to resolve an immediate problem with a dependant child during school hours. Dependant leave is only intended to provide time off to arrange alternatives and is not a long-term solution in itself.

You must inform us as soon as reasonably practicable of the reason for the time off. If you are at work when you are advised of the incident, please inform your line manager. Otherwise, please telephone us at the time the incident occurs or as soon as possible afterwards. We will not unreasonably refuse requests. Please also tell us as soon as you are back at work.

### **Time Off for Parental Bereavement**

We wish to support for any member of staff who suffers the tragedy of parental bereavement. Certain statutory provisions are available to parents (or someone living with and exercising caring responsibility) of a child under 18. The provisions include the partner of a bereaved parent, adoptive parents and those who suffer a stillbirth 24 weeks or more into a pregnancy. There is no minimum period of service for parental bereavement leave.

We very much hope that this is a provision you never need to activate. If you do, all we require is that you advise us. You do not need to fill out forms or provide certification to claim either a one or two-week block of bereavement leave. We simply need to know the date of death, when you want the leave to commence and whether you want one or two weeks at this stage. We appreciate you may want to take leave immediately or at a later date such as a birthday or anniversary. Please provide at least one week's notice if you want to delay either or both weeks more than eight weeks. You must complete all the leave within 56 weeks of a child's death.

There are also statutory pay provisions. These are subject to eligibility. We must have continuously employed you for at least 26 weeks to qualify. Normal earnings for eight weeks, to the week before the child's death, must not be below the National Insurance lower earnings level. You must provide the child's name and date of death and, unfortunately, you do have to provide a written declaration for this. It must confirm you have a relationship with that child which entitles you to statutory bereavement pay. You must normally provide it within 28 days of the first day of your claim. If this is not feasible, you must give notice as soon as reasonably practicable.

Unfortunately, parental bereavement provisions are relatively complex; just at a time where you probably feel least able to cope. Please just phone or email us as soon as you feel able and we will do whatever we can to support you.

### **Vouchers for Childcare**

It is no longer possible to provide childcare vouchers to new applicants. Legally, we can only provide childcare vouchers to employees who joined a relevant scheme before October 2018. Existing users may continue to access the scheme for the known future, if they wish. If you continue to utilise the scheme you may receive a benefit in terms of tax and/or National Insurance contributions.

For new applicants, the Government has replaced childcare vouchers with a tax-free childcare scheme. It has created a website to provide detailed guidance regarding childcare support. You can access this at [www.childcarechoices.gov.uk](http://www.childcarechoices.gov.uk)

You must advise us immediately if you opt to move from an existing childcare voucher scheme to the tax-free childcare scheme. You cannot continue to claim childcare vouchers or directly contracted childcare if you successfully apply for tax-free childcare.

We accept no responsibility for your eligibility or choice of Government childcare support provisions. Neither are we responsible for changes in Government criteria relating to childcare provisions or salary sacrifice schemes.

### **Summary of Provisions**

Our family friendly policy is intended to provide a summary of the most important provisions. We cannot provide comprehensive information about all the circumstances that may apply. Content is also subject to changes in statutory provision over which we have no control.

## **12. Special Leave**

### **Bereavement**

If a member of your immediate family dies, please contact your line manager to request compassionate leave. We view such requests as sympathetically as possible but must also have regard to operational needs.

We normally allow time off with pay e.g. to register a death, support other members of the family, arrange and/or attend a funeral and attend probate interviews as follows:

- Death of your spouse, partner, your parent, son, daughter, brother, sister - three days, with up to a further two days for distant travel where appropriate and essential.
- Grandparent, your partner's parent, grandchild, other family members, close friends or work colleagues - one day, with up to a further two days for distant travel where appropriate and essential at the discretion of the Town Clerk/Chairman of Personnel.

All requests for compassionate leave must be made to the Town Clerk who will refer it with an appropriate recommendation to the Chairman or Vice Chairman of Personnel. In their absence, the authority will fall to the Mayor for determination.

In addition, the Chairman or Vice Chairman of Personnel will be authorized to determine:

- Any application falling outside of the above parameters.
- Any application for Compassionate Leave without pay.

Any application to take annual leave and/or TOIL in association with compassionate leave must be made to the Town Clerk in the normal way and will be referred to the Chairman or Vice Chairman of Personnel.

In respect of children under 18 years of age in your immediate family, statutory bereavement provisions apply. Please see Parental Bereavement Leave in Section 11 for additional details.

### **Court Attendance as a Witness**

You may be required by the Crown Prosecution Service to attend court as a witness. You should tell your line manager at the earliest possible opportunity if you are. You may be able to claim an allowance for loss of earnings. When you attend court, you will be issued with the appropriate claim form which you must give to us so that we can verify your loss of earnings so that you can submit the claim. It is your responsibility to make sure you are reimbursed correctly by the court as we cannot correct this through your wages.

We will subsequently deduct the equivalent sum from your wages/salary.

### **Jury Service**

You should tell your line manager at the earliest possible opportunity if you are summoned for jury service. Jury service normally lasts no longer than ten working days; you are then normally exempt from further jury service within a two-year period.

The court provides you with a "Certificate of Loss of Earnings or Benefit" when first appointed.

We need to certify this before you return it to the court. You must claim the relevant daily allowance and tell us the number of days you served. It is your responsibility to make sure you are reimbursed correctly by the court as we cannot correct this through your wages.

We will subsequently deduct the equivalent sum from your wages/salary.

### **Public Service**

We normally allow reasonable time off without pay for certain public duties, as typified below:-

- Justice of the Peace
- Member of a local authority (including a parish council or a county council established under the Local Government Act 1972);
- Member of a Police Authority
- Member of a relevant health body;
- Member (in England and Wales) of the managing or governing body of an educational establishment maintained by a local authority and members of the governing body of a further or higher education corporation;
- Member of the Environment Agency or the Scottish Environment Protection Agency;
- Member (in England and Wales) of boards of prison visitors, and in Scotland, prison visiting committees;
- Member of the service authority for the National Criminal Intelligence Service or the service authority for the National Crime Squad;
- Member of a water customer consultative panel.
- Army/Regular Reservist

You must agree the relevant time off with your line manager in advance.

### **Time Off for Other Reasons**

#### *Medical Appointments*

There may be occasions when you request time off to attend appointments e.g. with your doctor, dentist, optician etc.

Please arrange appointments outside normal working hours wherever possible. Where this is not possible, please try to arrange appointments for the beginning or end of the working day in order to keep disruption of work to the minimum. However, reasonable paid leave will be granted where this is not possible.

#### *Medical Screening*

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

#### *Moving House*

Normally one day leave with pay; additional leave may be taken as holiday or TOIL.

## **13. Data Storage, Email, Internet and Social Networking Policy**

### **Introduction**

During your employment you will inevitably access our landline and/or mobile phones, internet, intranet and/or email systems which are important in providing effective communication with customers and colleagues. You may also have access to laptops, tablets, smart phones and other data storage/sharing systems and devices which provide our operational needs.

However, usage of such facilities is not without risk and must conform to our policies and procedures. It is a serious disciplinary offence if you fail to observe our rules and requirements and we will take appropriate disciplinary action. This may result in dismissal for serious infringements. We also monitor your use of email and the internet for compliance with data protection and computer misuse legislation. We may intercept any personal communication you send or receive using our equipment, whether done with or without our approval. Under no circumstances do we guarantee the privacy, confidentiality or security of any personal communication you send or receive.

### **Legal Implications**

Your use of our data, email and the internet (including social networking sites) must meet with all legal obligations and have specific regard to the following:

- You must not post defamatory or derogatory statements about us, our employees, clients, suppliers etc. This applies to business and personal email. It also applies to all contributions you make on internet/social networking sites, blogs, by use of messaging tools etc
- You must not upload, download or otherwise utilise commercial software, applications or any other copyright materials belonging to others. You must receive express authorisation before doing so even where our organisation is licensed to use such material

You commit an offence under the Computers Misuse Act and/or the Data Protection Act or General Data Protection Regulation if you:-

- Deliberately access or disclose computer programs or data without authority
- Access programs or data with the intent to commit or facilitate the commission of an offence
- Intentionally make unauthorised modification of computer programs or data held on a computer
- Deliberately access or disclose personal data or information without authority

### **Monitoring Email**

We cannot guarantee your privacy when using email communication (both internally and externally) and you should not expect it. We reserve the right to access your email at any time; this includes periods of holiday or sickness. We routinely monitor and review email usage to:-

- Establish information and produce statistics relevant to our operation
- Determine whether or not communications relate to us
- Reduce the level of inappropriate unsolicited email (spam) we receive
- Manage our network to make sure our systems operate efficiently and securely
- Identify unauthorised or inappropriate usage, including breaches of these rules and procedures
- Prevent or detect crime, security or disciplinary breaches
- Intercept communications that may contain viruses
- Monitor volume and nature of email whether sent individually or more generally

Email is not a substitute for face to face or telephone communication. Take care that the content of messages cannot be misinterpreted. Email is inherently insecure. Therefore, it must not be used to send confidential or sensitive information unless specifically authorised. Even then, appropriate security controls/encryption must be put in place.

Emails can be copied, cascaded or misdirected to people you did not intend to receive them. They may become contractually enforceable or even be used in legal proceedings against us.



You should therefore adhere to the following:

- The style and content of email messages must be consistent with standards we identify
- Do not send confidential, personal or other sensitive information by insecure email - consult your manager regarding the use of appropriate security/encryption
- Contracts can be offered, accepted and varied by exchange of email and may be binding. This can apply even if you do not have authority to conduct such activity on our behalf
- We are potentially liable for inaccurate, inappropriate or defamatory content you circulate. We hold you accountable for all email communications you initiate that may affect us. This applies whether what you say is contained in official or your own personal email
- Make sure statements made in emails are factually correct and expressed appropriately
- Only send email to those for whom it is directly relevant. Only c.c. messages when it is important that those particular recipients see the message
- Using the b.c.c. (blind copy) facility permits you to copy an important email to several people without disclosing their email addresses – this may be particularly important where the list contains personal email addresses
- If an email looks suspicious it quite probably is. Exercise considerable caution before opening unknown or unexpected attachments to emails. They may contain malicious applications, import viruses or subject your systems to a “ransom” attack
- Do not use the “reply to all” facility incautiously or cascade “chain”, “junk” or “spam” emails to anyone else
- Use the “reply” facility only when you have something specific to say. Don’t clog up other users’ inboxes simply by saying “thanks”
- Keep passwords secure. Do not divulge them to any other person or organisation. Do not allow anyone to see you enter passwords

### **Policy Infringements**

Please tell your line manager if you become aware of any infringement of this policy or if you receive inappropriate email. You can also raise matters of concern formally by using the grievance or confidential reporting procedure.

### **Security Rules**

- You are responsible for the security of all IT equipment provided for your use
- Laptops should be locked away securely at the end of the working day. They must not be left on view or unattended in vehicles
- You should keep passwords secure and never divulge them to any other employee
- Log off or lock your computer whenever you leave it to prevent inappropriate access by others
- Only keep information relevant to your role on our behalf on laptops or PCs we provide

You must take great care to comply with our policies and procedures when utilising email or accessing the internet. You must not compromise our information security by inappropriately processing data electronically. You must always operate according to the standards we identify.

### **Social Networking**

You should not make contributions relating to or impacting our organisation on social networking sites or via ‘blogs’ etc unless this is part of your role. You should not comment about any other employee, client, supplier etc. Anything that you do post on social media using our systems or equipment may well be visible to us. We do not set out to monitor such activity but cannot ignore inappropriate content discovered or brought to our attention.

You must exercise caution even when using your own devices, whether in work time or your own. You must always be mindful of our equalities, diversity, bullying and harassment policies in what you post. Infringement of such policies is potentially a serious breach of our rules. It may result in disciplinary action and, in serious cases, dismissal.



Inappropriate disclosure of someone's personal data, including their image, in any post you make may amount to a criminal offence. Be very careful about any image, and its intended purpose, that you propose to publish digitally.

We hold you accountable for all contributions that you make. Anything you post can impact upon us even if you did not intend this. It does not matter whether your post was made personally or on our behalf. Carefully consider whether what you intend to say could be detrimental to our interests. You should take great care not to post anything that could be considered inflammatory. You must ensure you do not publish inaccurate, inappropriate or defamatory content. We will view infringements as a serious breach of our rules. This may result in disciplinary action and, potentially, dismissal.

We appreciate that many people use different social networking sites including LinkedIn, Twitter, YouTube, Tik-Tok, SnapChat, Instagram or WhatsApp. You may do this personally or even in your professional capacity on our behalf. If you identify details of your role within our organisation, we can clearly be associated with what you say. Therefore, anything you post on such sites must not infringe the provisions above.

You may also develop a database of contacts on such sites. It will inevitably contain a mixture of connections. You may obtain some from our contact database, or you may create some with our clients, other employees etc. during your employment. Some may be contacts from former roles or your personal acquaintances. Where you develop contacts through your work on our behalf, our confidentiality provisions apply. You must respect them even after you leave our employment. Confidential information includes, but is not limited to, information and data about other employees, customers, clients, suppliers etc. We may require you to supply details of contacts established as part of your employment before you leave. We may require you to delete such contacts from your account(s) at our entire discretion.

Where you have a grievance or concern about something associated with work, do not use social networking to air it. You should normally discuss it with your line manager at an early opportunity. We also have a confidential reporting system which is available to all employees. This provides you with an appropriate means of raising matters of concern about any aspect of our organisation.

### Using the Internet and Email

Our facilities are principally to be used for official purposes. You may use our facilities for personal email and to access the internet. However, your usage must be limited and only take place during breaks or in your own time. Your use of our facilities must always be appropriate.

Internet and email usage must always be in line with our policies and procedures. The examples below are typical of infringements we regard as serious. Infringements may result in disciplinary action and, potentially, dismissal.

The examples below are indicative and not intended to be exhaustive:

- Sending messages or images that are potentially offensive, libellous, obscene or contravene our equal opportunities policy
- Sending messages or images that could constitute bullying or harassment or are potentially detrimental to our organisation's interests
- Accessing the internet or sending email for any illegal purpose or acting in breach of the Computers Misuse Act, Data Protection Act or General Data Protection Regulation. This includes downloading or watching television programmes without the necessary licence or subscription
- Accessing or distributing pornographic images, graphics or text depicting nudity, intercourse or sexual acts
- Using our networks or equipment without approval to access social networking sites such as Facebook or YouTube during working hours
- Engaging in on-line gambling using our network or equipment
- Downloading or distributing copyright information and/or software without express approval
- Setting up websites, web pages, blogs etc. using our facilities or in our name without express approval

## **Section 13**

- Publishing images, pages or contributions on external websites (including social networking sites) without express approval. This restriction relates to our organisation, any employee, client, supplier etc
- Buying or selling things and engaging in online auctions on your own behalf or in our name without express approval

## **14. Disciplinary Procedure**

### **Introduction**

We intend this procedure to assist and encourage you to achieve and maintain appropriate standards of conduct and performance. We do not construe the procedure simply as taking punitive action. We make every effort to ensure any action we take is consistent, fair and reasonable to all.

### **General Principles**

- We always consider informal action in preference to using formal disciplinary procedures as a first resort
- We fully investigate all potential disciplinary matters before any action is taken
- We may suspend you on full pay while we investigate more serious allegations. Such action is entirely precautionary and not a pre-judgement of the outcome
- We will give you notice of any disciplinary hearing and detail of the complaint(s) in advance, including any written copies of evidence and relevant witness statements
- A work colleague or Trade union representative can accompany you at formal disciplinary hearings and appeals. Union representatives must be certificated by that Union to act as a worker's companion
- We will provide suitable notice of meetings. We will consider one adjournment if the date or time selected is inconvenient to your representative
- We will give you the opportunity to provide your views during the hearing and before any decision is made
- We will appoint an appropriate representative of management to conduct disciplinary investigations and disciplinary hearings
- Where practical, investigations and hearings are undertaken by separate representatives of management
- Where the disciplinary penalty is dismissal, the reason(s) will be confirmed in writing by an appropriately authorised representative of management
- You have the right to appeal against any formal disciplinary action imposed or against your dismissal. A more senior Manager without prior involvement will hear appeals, wherever possible
- Only someone specifically authorised by our organisation can take the decision to discipline or dismiss you

### **Rights of Appeal**

Informal action about minor issues of misconduct or unsatisfactory performance is part of day to day management and carries no right of representation or appeal.

You are, however, entitled to appeal following the imposition of any *formal* disciplinary penalty including a decision to dismiss. We will send you a letter setting out the outcome of the disciplinary hearing. If you wish to appeal, you must do so in writing within five days of receipt. Wherever possible, a more senior representative of management without prior involvement will hear appeals.

### **Short Service**

In the first two years of your employment, including any probationary period, if we believe that warnings or further training will not lead to sufficient or sustained improvement, we may shorten the procedure and consider dismissal for an initial breach of disciplinary provisions other than gross misconduct.

You retain the right to be accompanied by a work colleague or trade union representative at any formal hearing and also retain the right of appeal against any sanction we impose.

### **The Key Differences between Capability and Disciplinary Provisions**

- If you break our rules or codes of behavior, this is culpable conduct. We normally refer to it as misconduct and utilise our disciplinary procedure. This is in accordance with the ACAS Code of Practice.

- Where you do not meet our work expectations or standards of performance, this too is culpable conduct. However, it often identifies a training need. We normally deal with lack of skill, knowledge, ability etc. via our capability procedure. This is in accordance with the ACAS Code of Practice.
- Occasionally we may encounter both misconduct and poor performance. For instance, we may be dealing with inadequate attendance and shortly afterwards discover falsified expenses. It does not matter whether either, or both, our capability and disciplinary procedures are activated. Both deal with allegations of culpable conduct.
- Any penalty we consider will be a reasonable response; fair and appropriate to the nature and seriousness of the misconduct/poor performance. Our consideration includes your disciplinary and general work record (including current warnings), work experience, position, length of service etc. This is in accordance with the provisions of the ACAS Code of Practice and ACAS Guidance.
- Where ill health or injury is the predominant factor, this is not a consequence of culpable conduct. Therefore, we follow the special medical capability provisions set out within the capability procedure. Medical capability considerations are excluded from the ACAS Code of Practice.
- Breaches of attendance standards (or sickness triggers where relevant) impact on our activities and on other colleagues. We treat this as culpable conduct and not a direct consequence of ill-health. Normally we follow our capability procedure. Occasionally, we may follow the disciplinary procedure if we believe there is evidence of misconduct. The reason we follow the capability or disciplinary procedure is to protect your rights under the ACAS Code of Practice.

### **The Process We Follow**

#### **Informal Action**

We normally deal with minor issues of misconduct or unsatisfactory performance informally. In such cases, informal discussions are held in private.

In some cases we may offer extra training, coaching, advice or support. This is a normal facet of day to day management and not part of our formal disciplinary procedure. As such, it will not be appropriate or necessary to be accompanied by a work colleague or Trade union representative.

We will take account of your opinions and any mitigating circumstances you provide. Criticism will be constructive. We aim to achieve and sustain improvement through such discussion. We may confirm what is agreed in writing where appropriate.

If it emerges during discussion that the matter is more serious than previously envisaged, we will adjourn the meeting. We will hold another meeting at a later date under our formal disciplinary procedure. In these circumstances, you may be accompanied by a work colleague or Trade union representative at this formal meeting.

#### **Misconduct**

We may issue a written warning if you repeat inappropriate activity or improve insufficiently following a previous informal warning. Misconduct may also be sufficiently serious in itself to warrant a written warning without previous informal warning. Such warning will identify the problem and the improvement we require. We will set out the time-frame for improvement and any support available. We will keep a record on your personnel file for twelve months. We will then consider it spent, subject to you achieving and sustaining the improvement we require.

#### **Serious Misconduct**

We may issue a final written warning if you repeat inappropriate activity or improve insufficiently following a previous written warning. Misconduct may also be sufficiently serious in itself to warrant a first and final written warning without previous written warning. The final written warning will identify the problem and the improvement we require. We will set out the time-frame for improvement and any support available. We will keep a record on your personnel file for twelve months. We will then consider it spent, subject to you achieving and sustaining the improvement we require.

**Ending your Employment**

We may dismiss you if there is further inappropriate activity or you fail to improve to the required standard. An instance of misconduct may also be so serious in itself that it warrants dismissal without previous warning. We normally refer to this as an act of gross misconduct. We will provide you with the reasons for dismissal in writing. We will make clear the date on which your employment ends.

We will terminate employment with notice in the event of your dismissal for misconduct. We will summarily terminate your employment (i.e. without notice) for gross misconduct.

**Gross Misconduct**

We may suspend you on full pay for a short period while we investigate an allegation of gross misconduct. A disciplinary hearing will then take place. We may summarily dismiss you if we believe your behaviour constitutes gross misconduct. Summary dismissal is dismissal without notice.

**Gross Misconduct Examples**

The examples below are indicative of matters we regard as gross misconduct. This list is not intended to be exhaustive:

- Theft of money or property
- Action intended to defraud/deceive
- Fighting, physical assault and threatening behaviour
- Behaviour or action that potentially brings our organisation into serious disrepute
- Serious insubordination
- Serious breach(es) of health and safety rules or procedures
- Deliberate and serious damage to property
- Discriminatory conduct, bullying or harassment
- Deliberately accessing internet sites containing pornography, offensive or obscene material
- Serious incapability at work due to alcohol or non-prescribed drugs or substances
- A serious breach of trust or confidence

## **15. Capability Procedure**

### **Introduction**

Performing your job inadequately and deliberately not performing to the standards we expect are potentially different. Lack of capability is where we believe your knowledge, skill or ability to perform your role is currently deficient. There may be some other compelling reason why you are not working to the standards we require. This may include medical circumstances or disability. Our aim is to improve your performance. However, where this is not possible, you may be dismissed due to your lack of capability. We make every effort to ensure any action we take is consistent, fair and reasonable to all.

We may be able to deal with minor issues informally outside of this procedure. We may therefore follow the informal action process initially, rather than resorting to the formal capability procedure. We use the informal process identified in the disciplinary procedure.

### **Capability Provisions**

We follow the principles and arrangements set out in our disciplinary procedure unless we identify different, specific capability provisions here. This includes matters such as taking informal action, representation and rights of appeal.

### **General Principles**

- We always consider informal action in preference to using formal procedures as a first resort
- We fully investigate all potential capability matters before any action is taken
- We will give you notice of any capability hearing and detail of the concern(s) in advance, providing written copies of evidence where applicable
- A work colleague or Trade union representative can accompany you at formal capability hearings and appeals. Union representatives must be certificated by that Union to act as a worker's companion
- We will provide suitable notice of meetings. We will consider one adjournment if the date or time selected is inconvenient to your representative
- We will give you the opportunity to provide your views during the hearing and before any decision is made
- We will appoint an appropriate representative of management to conduct capability hearings
- Where the outcome is dismissal, the reason(s) will be confirmed in writing by an appropriately authorised representative of management
- You have the right to appeal against any formal capability action imposed or against your dismissal. A more senior Manager without prior involvement will hear appeals, wherever possible
- Only someone specifically authorised by our organisation can take the decision to apply a formal capability action. This applies to warnings, sanctions taken against you or your dismissal

### **Formal Procedural Arrangements**

#### **Performance**

We will hold a formal capability meeting if you fail to perform duties to required standards. This applies where possible lack of knowledge, skill, ability or other compelling reasons are identified. We will tell you in advance, in writing, where you are not performing to the required standards. We will give you the opportunity to offer reasons for this during the meeting.

This is a formal meeting and you can be accompanied by a work colleague or a Trade union representative. The meeting will be chaired by someone specifically authorised by our organisation to hold a formal capability meeting.

We will confirm the outcome in writing following the meeting. We may give you a written warning as a result. If we give you a written warning, we will outline the improvements we require. We will identify any training we deem necessary and you must undertake this. We will set out in the letter any support necessary. We may, for instance, offer closer supervision by a Manager or mentoring by a colleague. You have the right to appeal against our decision to give you a written warning (see rights of appeal below).

After giving you a reasonable time to reach the required standards we will consider your progress. We will decide whether or not further measures are required. The capability process will normally end, subject to you achieving and sustaining the required improvement.

We will hold a second formal capability meeting if we are not satisfied with your progress. We will tell you in writing, in advance, where you are not performing to the required standards. We will again give you the opportunity to offer reasons for this during the meeting.

This is a formal meeting and you can be accompanied by a work colleague or a Trade union representative. The meeting will be chaired by someone specifically authorised by our organisation to hold a formal capability meeting.

We will confirm the outcome following the meeting. We may give you a final written warning as a result. If we give you a final written warning, we will outline the improvements we require and any support available. As before, we will identify any additional training we deem necessary and you must undertake this. Again, we may offer closer supervision by a Manager or mentoring by a colleague. We will confirm the detail in the final written warning letter which we send you.

We will make clear that failing to achieve required improvements within this further period normally results in further formal action. This may include a formal hearing to consider whether you should be dismissed. You have the right to appeal against our decision to give you a final written warning. Please see the rights of appeal section for details.

After giving you a reasonable time to reach the required standards we will again consider your progress. The capability process will normally end, subject to you sustaining the required improvement.

Where you fail to improve sufficiently following two periods for improvement, we normally hold a further formal meeting. At this meeting we will consider whether you should be dismissed. Exceptionally, we may feel it appropriate to offer a further period for improvement.

### **Hearing to Consider Dismissal due to Lack of Capability**

We will tell you in advance, in writing, where you have failed to improve to the required standard. We will hold a formal hearing to consider this. We will decide whether you should be dismissed for lack of capability. We will again give you the opportunity to offer reasons for your performance during the meeting.

This is a formal meeting and you can be accompanied by a work colleague or a Trade union representative. The hearing will be chaired by someone we specifically authorise to conduct proceedings which may lead to dismissal.

We will confirm the outcome following the hearing. We may dismiss you as a result. In such circumstances, we will provide you with the reasons for dismissal in writing. We will make clear the date on which your employment ends. We terminate employment with notice in the event of contractual dismissal for lack of capability. You have the right to appeal against our decision to dismiss you. Please see the rights of appeal section for details.

Exceptionally, we may feel it appropriate for a further period of improvement to be offered.

### **Medical Capability**

Our decision-making process takes account of medical evidence where reasons for poor performance are linked to medical capability. We deal with matters in a manner which meets current disability discrimination legislation. We always endeavour to:-

- Obtain up-to-date medical advice from your doctor/specialist or an occupational health specialist
- Consider adjustments to the working environment or any alternative employment available, where reasonably practical
- Provide extra support where reasonably practical
- Consult you about available options and consider your views on your health and continuing employment



We normally dismiss where medical opinion indicates no, or insufficient, improvement is likely within a reasonable timescale. This also applies where we explore options to manage incapacity but do not consider them to be reasonably practical.

### **Medical Evidence**

Where we wish to contact your doctor, we will indicate this in writing and request your written consent. You have the right to withhold consent, but we always prefer to take account of your doctor's or specialist's opinion.

We recognise that requesting a medical report means that we will receive and process sensitive, personal data. However, this can significantly assist our and our advisors' consideration of your illness/disability and potentially assists us to fulfil our contractual and legal obligations towards you.

We will provide you with a copy of the letter to your doctor and will give you a copy of any medical report subsequently supplied. You may ask your doctor for sight of the report before it is supplied to us. It is your responsibility to contact your doctor urgently to view the report. If you wish to make observations about it, you can do so. If you disagree with your doctor's opinion, you may ask them to change the report. Your doctor may prefer to attach a statement identifying where you both disagree. Alternatively, you can send your opinions to us separately in a written statement.

Where you decide to examine the report, you may subsequently withhold consent from it being sent to us. In such circumstances you must tell us immediately. We would prefer to avoid relying solely on the information currently available as a lack of up-to-date medical information may impede our full consideration of your situation.

Where we do receive a medical report from your doctor or specialist, we may commission our own occupational health assessment. We may also do this to supplement your doctor's opinion or guide us regarding reasonable adjustments we could consider. Otherwise, we must rely on whatever information is currently available to us.

We ensure that medical reports are obtained and retained confidentially, with strictly restricted access and only for as long as necessary in accordance with current data protection legislation. Reports are securely destroyed or erased once their purpose has been fulfilled.

### **Disability**

Please make us aware of any disability which could have an impact upon your performance at work. We will then discuss matters with you personally, in confidence. We are unable to make any reasonable adjustments if we are unaware of your situation.

There is a statutory definition of disability. This is "someone with a physical or mental impairment which has a substantial and long-term adverse effect on their ability to perform normal day to day activities".

We will take account of any potential impact which your disability may have on your work. We will consider any reasonable adjustment that would assist in overcoming this. We may ask for medical or other appropriate expert advice to assist us. This includes whether temporary or permanent adjustment is feasible. If we wish to obtain an expert opinion or feel medical advice would be appropriate, we will consult with you. We will then follow a similar course to that identified in the medical evidence section above.

### **Reasonability**

We will act reasonably at all times. We base any decision on the merits of the situation, supported appropriately by medical, disability or other expert advice. Where expert opinion between your advisor(s) and our advisor(s) differ, we may agree to an independent, expert opinion. This only applies where it could be expeditious in resolving the situation.

We must also stress that dismissals on the grounds of your medical capability are not disciplinary sanctions as they do not fall within the provisions of the ACAS Code of Practice on Disciplinary and Grievance Procedures.



### **Representation**

You can be accompanied at formal capability meetings by a fellow employee or Trade Union representative. This applies where an outcome could be that you may be given a formal warning or dismissed. It also applies where you are appealing against a warning or dismissal decision. You are not entitled to representation where we deal with minor issues informally, outside of this procedure.

Union representatives must be certificated by that Union to act as a worker's companion. We will provide suitable notice of all formal meetings and appeal hearings. We will consider one adjournment if the date or time selected is inconvenient to your representative.

### **Rights of Appeal**

Informal action about minor issues of unsatisfactory performance is part of day to day management and carries no right of appeal.

We will send you a letter setting out the outcome of any *formal* meeting or hearing. You are entitled to appeal against our decision as set out in this letter. If you wish to appeal, you must do so in writing within five days of receipt of our letter.

Any appeal will be heard as a formal meeting and you can be accompanied by a work colleague or a Trade Union representative. Wherever possible, a more senior representative of management without any prior involvement will hear appeals.

We will confirm the outcome in writing following the appeal meeting.

### **Short Service**

In the first two years of your employment, including any probationary period, if we believe that warnings or further training will not lead to sufficient or sustained improvement, we may shorten the procedure and consider dismissal for lack of capability after giving you one reasonable opportunity to reach the required standards. We may do this without recourse to a second opportunity to improve.

You retain the right to be accompanied by a work colleague or trade union representative at any formal hearing and also retain the right of appeal against any sanction we impose.

### **Suitable Alternatives**

We will always examine whether it is possible to offer alternative work which we consider more suited to your capabilities. In every instance this is subject to the availability of a suitable opportunity.

We will make clear, in writing, any revised terms and conditions and seek your written agreement. You are entitled to decline such alternative work. In this case we will revert to the stage of the formal capability procedure previously reached. Ultimately, if you fail to achieve the improvements we require, it normally results in dismissal.

### **The Key Differences between Capability and Disciplinary Provisions**

- If you break our rules or codes of behavior, this is culpable conduct. We normally refer to it as misconduct and utilise our disciplinary procedure. This is in accordance with the ACAS Code of Practice.
- Where you do not meet our work expectations or standards of performance, this too is culpable conduct. However, it often identifies a training need. We normally deal with lack of skill, knowledge, ability etc. via our capability procedure. This is in accordance with the ACAS Code of Practice.
- Occasionally we may encounter both misconduct and poor performance. For instance, we may be dealing with inadequate attendance and shortly afterwards discover falsified expenses. It does not matter whether either, or both, our capability and disciplinary procedures are activated. Both deal with allegations of culpable conduct.
- Any penalty we consider will be a reasonable response; fair and appropriate to the nature and seriousness of the misconduct/poor performance. Our consideration includes your disciplinary and

general work record (including current warnings), work experience, position, length of service etc. This is in accordance with the provisions of the ACAS Code of Practice and ACAS Guidance.

- Where ill health or injury is the predominant factor, this is not a consequence of culpable conduct. Therefore, we follow the special medical capability provisions set out within the capability procedure. Medical capability considerations are excluded from the ACAS Code of Practice.
- Breaches of attendance standards (or sickness triggers where relevant) impact on our activities and on other colleagues. We treat this as culpable conduct and not a direct consequence of ill-health. Normally we follow our capability procedure. Occasionally, we may follow the disciplinary procedure if we believe there is evidence of misconduct. The reason we follow the capability or disciplinary procedure is to protect your rights under the ACAS Code of Practice.

## **16. Whistleblowing Policy**

We operate a confidential reporting procedure. It's available to everyone irrespective of length of service or position.

Our procedure provides you with access to a safe and effective means of reporting matters of genuine concern. This could be something inappropriate about the way you believe we run our organisation, or it could be something inappropriate you believe another employee is doing. It could be perceived misconduct or some other wrongdoing. It is not intended for personal matters relating to your own contractual terms and conditions of employment. You must deal with such matters through our grievance procedure.

We acknowledge that it is never easy to report a concern. This is particularly the case when you observe serious misconduct or discover unlawful acts. However, we urge you to refer such matters at the earliest opportunity. This allows us to respond speedily and effectively, before problems worsen. As far as we are able, we will deal with anything you report promptly and confidentially. To ensure this, it's important you follow our procedure.

### **Guiding Principles**

We must all be watchful for unlawful or unethical conduct at work. Preventing and eliminating workplace wrongdoing is important. We all have a duty to report such inappropriate behaviour or activity.

We will consider matters you raise under this procedure confidentially and will investigate them promptly and thoroughly.

We will not victimise or penalise you for raising a reasonable belief under this procedure. This also applies if you come forward with genuine concerns which later turn out not to be justified.

You cannot be instructed to cover up wrongdoing or told not to report genuine concerns. This applies even if the person telling you to do so is someone in authority such as a Manager. To tell you to behave in this way is itself a serious disciplinary offence.

If anyone attempts to intimidate, bully, harass or victimise you for reporting something through this procedure you must tell us. To behave in this way is itself a serious disciplinary offence.

We treat misconduct or wrongdoing uncovered following an investigation under this procedure as a disciplinary matter. We may also have to report it externally; for instance, to a statutory body.

### **Our Procedure**

Initially, you should report concerns to the Town Clerk or your Line manager. If you are unsure whether to raise the matter, you can talk confidentially with that person. If you have concerns that your manager may be involved, please contact the Chair of Personnel.

Your line manager will either investigate your allegation personally or refer it to someone more senior. You will be advised if it is to be referred elsewhere. On conclusion of the investigation, we will advise you of the outcome. We will explain what action we are taking. If we do not intend to take any action, we will explain why.

If you do not receive an acknowledgement of your concerns within seven days, please contact the Chair of Personnel. You can also do this should you believe investigation has been insufficient. Very occasionally you may believe your concerns have not been considered at a high enough level. Again, please contact the Chair of Personnel in such circumstances. It's very important to us that you have complete confidence in this procedure.

### **Public Interest Disclosures**

The law provides special protection for workers who make what are known as “public interest disclosures”. This is also known as “whistle-blowing”. Officially, they are qualifying disclosures made in accordance with current public interest disclosure legislation. They only apply when you report something which is in the public interest. You must reasonably believe it to be so because it concerns:-

- A criminal offence
- A miscarriage of justice
- An act creating risk to health and safety
- An act causing damage to the environment
- A breach of another legal obligation we may have
- Our concealment of any of the above

We do not expect you to provide definitive proof of such wrongdoing. However, you must have a reasonable belief that it is, has been or is likely to take place. Providing you follow the above procedure, we will investigate urgently. We do not expect you to undertake this aspect yourself. Our guiding principles are always at the forefront of any investigation we carry out.

It's possible that our investigation may not satisfy every concern you have. Where the matter is a protected disclosure you may be able to refer it to a statutory agency. This only applies where you refer something which you reasonably believe is in the public interest, as defined above. Statutory agencies include HM Revenues and Customs, Office of Fair Trading, Health and Safety Executive and Environment Agency.

### **Making Malicious Allegations**

This procedure is intended to enable you to identify or support genuine concerns. Our approach is that we are interested in the substance of any disclosure. Why you choose to raise or support a concern is not our focus. We encourage you to come forward with any genuine concern, even if it later turns out not to be justified. However, we have a fair expectation that you reasonably believe what you are saying to be true. Your report must be honest and sincere in its intention.

If we identify that you deliberately made or supported false or malicious allegations such as false allegations made in spite or for personal gain, this would be a disciplinary matter. Following investigation, should we find that you have done so, this is potentially very serious misconduct or even gross misconduct which may result in summary dismissal.

### **Approaching External Organisations**

Under no circumstances should you approach a commercial organisation such as a media outlet instead of utilising this procedure. Neither, in the first instance, should you publish or promote your concerns on social networking sites, blogs etc. If you do so, you jeopardise our opportunity to investigate your concerns properly. Such action also negates our promise to deal with matters confidentially. If you fail to use this procedure it also impedes our ability to provide you with the protections it envisages.

We hope you have complete confidence in our procedure. However, if there are exceptional circumstances where you feel unable to utilise it to make a public interest disclosure, you should contact the appropriate statutory agency.

We may consider deliberate violations or breaches of our procedure to be acts of serious misconduct. We will investigate your actions utilising our disciplinary procedure. Following investigation, should we conclude your actions amounted to gross misconduct, this may result in summary dismissal.

## **17. Grievance Procedure**

---

### **Introduction**

Where possible, you should try to settle minor, day to day, work-related issues informally. Please do this via your line manager. If the issue concerns your line manager, you can raise it with their manager. We recommend discussing any concern promptly. This is often the best way to resolve matters speedily, effectively and without need for formality.

### **Our Procedure**

Our formal grievance procedure allows you to express a complaint or identify a matter of concern still remaining unresolved. It provides an opportunity for us to consider issues you can't resolve informally. You can also use it where you believe an informal approach would be inappropriate. The procedure is open to you at any time and we always try to deal with issues fairly and consistently.

If you wish to have a grievance formally investigated, please submit it to us in writing. Please provide full details of the matter and tell us about the solution you are seeking. This should normally be addressed to your line manager. They will arrange a meeting to discuss and consider it. If the grievance is about your manager, address it to their manager. Following the meeting we will confirm the outcome in writing.

### **Appeal**

If you feel a matter has still not been satisfactorily resolved, you may appeal in writing. This must be done within five days of receiving the written outcome from the meeting. Appeals will be heard, wherever possible, by a more senior representative of management without any prior involvement in the matter. The outcome of the appeal is final.

### **Representation**

A work colleague of your choice or trade union representative may accompany you at grievance hearings or appeals. Union representatives must be certificated by that union to act as a worker's companion. We give suitable notice of meetings and will consider one adjournment if the date or time is inconvenient to your representative.

## **18. Redundancy**

### **Redundancy**

If we have to consider potential redundancies, we follow certain procedures.

A decision to proceed with a redundancy programme will be because:-

- We are ceasing carrying on the business for the purpose of which you are employed
- We are ceasing or intend to cease to carry on the business in the place where you are employed
- We no longer require you to carry out work of a particular kind because the work has ceased or diminished or is expected to cease or diminish
- We no longer require you to carry out work of a particular kind because the work in the place where you are employed has ceased or diminished or is expected to cease or diminish

We initially consider measures to avoid potential redundancies or deal with a short-term decline in activity. These may include:-

- Ensuring overtime working is reduced to an absolute minimum
- Restricting recruitment, where such recruitment could have a bearing on the outcome of any redundancy situation
- Investigating if other measures such as using untaken holidays, introducing short-time working or considering lay-off could avoid potential redundancies

If we pursue a redundancy programme, we will notify all potentially affected employees of our proposals. We will consult fully and meaningfully with those concerned and will discuss selection criteria where applicable. We will not make a final decision without giving those concerned an opportunity to consult and explore alternatives with us.

### **Short Time Working and/or Lay-Off**

Where there is a reduction in work or something affects our organisation's normal operations, we may introduce shorter working hours, or we may lay you off.

If there is any alternative work available, we reserve the right to select those best suited to carry out the work. If work is offered, you should not unreasonably refuse this work. Where we provide some work, you will be paid for the hours worked. If you are laid off, you may be eligible for up to five days of guarantee pay in any three-month period.

You remain continuously employed during a lay-off period. We expect you to remain available to attend work as required.

Should the circumstances of lay-off continue for some time, you may write to request consideration for redundancy. If you do, we will advise you in writing if we believe that there will shortly be work available.

## 19. Leaving the Council

### Notice

We set out specific rules regarding notice periods and ending employment in your Contract of Employment.

If you are dismissed, you will receive the period of notice as set out in your Contract.

### Gross Misconduct

Where you have committed an act of Gross Misconduct, you will be summarily dismissed (ie. without notice). Examples of actions which constitute Gross Misconduct are set out in our Disciplinary Procedure.

### References

When you join us, leave us, seek promotion etc you may ask/expect us to provide or obtain a reference. This will normally be associated with your employment but may be for another reason such as providing financial references for banks, loan providers, mortgage lenders etc. In addition, we may provide character references for potential landlords, immigration bodies, courts, etc.

We deal with reference requests confidentially and retain associated correspondence securely. We dispose of correspondence appropriately and within a suitable time-frame which recognises current data protection provisions.

We normally only supply references electronically or by hard copy and **not** by telephone (for your security). For additional security, it assists if we can respond to one named individual. However, we can never guarantee that our response will be treated confidentially. You must therefore satisfy yourself that those who may request a reference will comply with data protection principles upon its receipt.

Please ensure that we are aware of the likelihood of a reference request in advance as this will assist us particularly where you would not want us to respond to a request.

Should you leave, we normally continue to respond to requests for references unless you advise us otherwise. Where you instruct us not to, we accept no responsibility for any adverse impact e.g. on future job applications you submit. For this reason, you must provide your instruction in writing, so we are absolutely clear about your wishes.

Only members of staff with specific authority may write or provide references on our behalf. We respect a duty of confidentiality to the authors of such references. We do not normally disclose the contents to the subject of a reference request.

If you supply a personal reference for an individual, it must not imply, suggest or assert that we have provided it. Such references must deal only with your personal experience of that individual. They must not refer to that person's professional performance or any aspect of their employment relationship with us. Such references must make clear that they are supplied in a personal capacity and do not represent our views. You are personally responsible for the content of such references.

### Resignation

You need to give notice in writing to voluntarily end your employment. We identify the notice period we require in your Contract of Employment. Please set out the reason for your decision to leave and submit your letter to your Line manager.

We also require you to attend an exit interview before you leave our employment.

### Retirement

If you wish to retire, please notify us of your planned retirement date in writing at the earliest opportunity. We set out the minimum notice to end your employment (which includes by reason of your retirement) in your Contract.

We appreciate as much prior notice of retirement as possible. This will help us in our succession planning.

We will also consider requests to work flexibly before your chosen retirement date. For example, you may wish to reduce your hours on a gradual basis in the lead up to your chosen retirement date. If you wish to explore this option, please discuss the matter with your Line manager in the first instance.

We meet with you regularly as part of our appraisal process to confirm our expectations and review your performance. We normally arrange to do this at least annually. Such meetings also provide an invaluable opportunity for you to discuss your future plans with us which could include your future intentions regarding your retirement. We encourage everyone to share plans and aspirations throughout their employment.

#### **Return of our Equipment/Property**

You must return any property we have issued to you before you leave. Property includes, for example, keys, documents, mobile telephones, disks/data, other records, personal protective clothing and equipment, ICT equipment, vehicle, stock and samples. This list is by way of example and not exhaustive.

In the case of summary dismissal, you must return our property immediately.



## **20. Alterations and Modifications**

---

This Employee Handbook and your Contract of Employment specify important matters regarding your employment. In the event of any difference between the two documents, the wording of your Contract of Employment takes priority.

We reserve the right to make reasonable alterations to this Handbook and any other terms and conditions of service. We may set out minor changes in a general notice.

We will only implement significant alterations following consultation with those affected. We will implement any changes following the consultation period and subject to the outcome of any written concerns we receive.